

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

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.

7:00 P.M. REGULAR MEETING

June 25, 2018

1. ROLL CALL
2. INVOCATION – Pastor Jake King, New Beginnings United Methodist Church
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the Regular Meeting of Council held on June 11, 2018, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Acceptance of the Motion Summary of the Board and Zoning Appeals meeting held on March 8, 2017, as recorded and transcribed.
 - B. Acceptance of the Motion Summary of the Parks and Recreation Advisory Board meeting held on May 15, 2018, as recorded and transcribed.
 - C. Resolution No. 18-37, a resolution appointing/reappointing members to various Boards, Commissions, and/or Committees, and specifying the term of the appointment.
 - D. Resolution No. 18-38, a resolution authorizing the installation of traffic controlling devices, being that of a handicap parking space in front of 150 N. Sandusky Street on the east side of North Sandusky Street. This handicap space will remain until the requesting party no longer requires the need for such space and will be removed upon such request.

- E. Resolution No. 18-39, a resolution authorizing the City Manager to sign a Memorandum of Understanding between the Ohio Department of Public Safety and the City of Delaware for the acquisition of a Trimble S5 Total Station.
 - F. Establish July 9, 2018 at 7:20 p.m. as a date and time for public comment and a second reading of Resolution No. 18-40, a resolution authorizing the restriction of on street parking on the north side of West Fountain Avenue between Forest Avenue and Euclid Avenue between the hours of 7:30 am and 3:45 pm on school days.
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
 - A. Enclosed Letter from Deborah Guebert regarding Carbon Fee & Dividend
 7. COMMITTEE REPORTS
 8. PRESENTATIONS
 - A. Request for Terra Alta New Community Authority (NCA) - David Fisher, Principal, Kephart Fisher, LLC and et al.
 9. 7:30 P.M. PUBLIC HEARING AND THIRD READING of Resolution No. 18-29, a resolution authorizing the City Manager to enter into a Joint Economic Development District (JEDD) contract with Berkshire Township.
 10. 7:35 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 18-47, an ordinance approving a Conditional Use Permit request by Delaware Bible Church for a temporary trailer (modular classroom) on approximately 7.53 acres zoned R-3 (One-Family Residential District) and located at 45 Belle Avenue.
 11. 7:40 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 18-48, an ordinance approving a Rezoning Amendment request by Planned Communities Inc. for property owned by Francis and Mary Lou Wilgus on approximately 89.618 acres (Parcels 419-220-02-005-000 and 419-220-02-007-000) from A-1 (Agricultural District) to M-1 PMU (Light Manufacturing with a Planned Mixed Use Overlay District) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway.
 12. 7:40 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 18-49, an ordinance approving a Conditional Use Permit request by

Planned Communities Inc. allowing the placement of PMU (Planned Mixed Use Overlay District) to be established for property owned by Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419-220-02-005-000 and 419-220-02-007-000) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway.

13. 7:45 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 18-50, an ordinance for Manos Properties for approval of a Rezoning Amendment for the Wesleyan Inn on approximately 1.09 acres (Parcels 519-433-04-005-000 and 519-433-04-002) from PO/I (Planned Office/Institutional District) and R-3 (One-Family Residential District) to PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street.
14. 7:45 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 18-51, an ordinance for Manos Properties for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for the Wesleyan Inn on approximately 1.09 acres (Parcels 519-433-04-005-000 and 519-433-04-002) at 235 and 239 West William Street.
15. SECOND READING of Ordinance No. 18-52, an ordinance for Manos Properties for approval of a Preliminary Development Plan for the Wesleyan Inn on approximately 1.09 acres (Parcels 519-433-04-005-000 and 519-433-04-002) on property zoned PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street.
16. SECOND READING of Ordinance No. 18-45, an ordinance supplementing the 2018 Appropriations Ordinance to establish additional funding for the purchase of road salt, brine application equipment and declaring an emergency.
17. CONSIDERATION of Resolution No. 18-40, a resolution authorizing the restriction of on street parking on the north side of West Fountain Avenue between Forest Avenue and Euclid Avenue between the hours of 7:30 am and 3:45 pm on school days.
18. CONSIDERATION of Resolution No. 18-41, a resolution accepting negotiated changes to the Collective Bargaining Agreement between the International Association of Fire Fighters (IAFF), Local 606 and the City of Delaware.

19. CONSIDERATION of Resolution No. 18-42, a resolution authorizing the City Manager to enter into a Revised Community Reinvestment Area Agreement with American Electric Power/Ohio Power Company for investment in real property improvements on a new build on Slack Road as previously authorized by Ordinance No. 18-40.
20. FINANCE DIRECTOR'S REPORT
21. CITY MANAGER'S REPORT
22. COUNCIL COMMENTS
23. ADJOURNMENT

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Delaware City Council

Meeting

PEAR GRAPHICS 800-325-6094 FORM NO. 10149

Held June 11

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The regular meeting of Council held June 11, 2018 was called to order at 7:00 p.m., in the City Council Chambers following the Citizen Academy Graduation ceremony which began at 6:30 p.m. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Jim Browning, Fourth Ward Kyle Rohrer, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle who presided. The invocation was given by Nicol Ghazi of the Islamic Center of Delaware County, followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney, Ted Miller, Parks and Natural Resource Director, Dean Stelzer, Finance Director, Blake Jordan, Director of Public Utilities, Bill Ferrigno, Public Works Director/City Engineer, Dave Efland, Planning and Community Development Director, John Donahue, Fire Chief, Bruce Pijanowski, Police Chief, Jackie Walker, Assistant City Manager and Tom Homan, City Manager

ITEM 4: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the Work Session and Regular Meeting of Council held on May 14, 2018, as recorded and transcribed.

APPROVAL of the Motion Summary of the Special Meeting of Council held on May 21, 2018, as recorded and transcribed.

Motion: Vice-Mayor Shafer motioned to approve the Motion Summary of the Work Session and Regular Meeting of Council held May 14, 2018, and the Special Meeting of Council held on May 21, 2018 as recorded and transcribed, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 5: CONSENT AGENDA

- A. Acceptance of the Motion Summary of the Parks and Recreation Advisory Board meeting held on April 17, 2018, as recorded and transcribed.
- B. Acceptance of the Motion Summary of the Recreation Levy Sub-Committee meeting held on February 27, 2017, as recorded and transcribed.
- C. Acceptance of the Motion Summary of the Civil Service Commission meeting held on May 2, 2018, as recorded and transcribed.
- D. Acceptance of the Motion Summary of the Planning Commission meeting held on May 2, 2018, as recorded and transcribed.
- E. Resolution No. 18-30, a resolution authorizing the City Manager to sign an agreement between the City of Delaware and the Ohio Department of Natural Resources Division of Wildlife to provide funding and assistance.
- F. Resolution No. 18-31, a resolution authorizing the City Manager to sign a Memorandum of Understanding between the Delaware County Board of Developmental Disabilities and the City of Delaware to partner in the presentation of Safety Town.
- G. Resolution No. 18 -32, a resolution authorizing the City Manager to enter into an intergovernmental agreement between Delaware County through the Board of County Commissioners for backup building official services on an as needed basis.
- H. Resolution No. 18-33, a resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Transportation (ODOT) for the installation and maintenance of the proposed traffic signal at US -23 and Hawthorn Boulevard.
- I. Establish June 25, 2018 at 7:35 p.m. as a date and time for a public hearing and second reading for Ordinance No. 18-47, an ordinance

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BEAR GRAPHICS 800-325-1024 FORM NO. 10148

Held June 11 20 18

approving a Conditional Use Permit request by Delaware Bible Church for a temporary trailer (modular classroom) on approximately 7.53 acres zoned R-3 (One-Family Residential District) and located at 45 Belle Avenue.

J. Establish June 25, 2018 at 7:40 p.m. as a date and time for a public hearing and second reading for Ordinance No. 18-48, an ordinance approving a Rezoning Amendment request by Planned Communities Inc. for property owned by Francis and Mary Lou Wilgus on approximately 89.618 acres (Parcels 419-220-02-005-000 and 419-220-02-007-000) from A-1 (Agricultural District) to M-1 PMU (Light Manufacturing with a Planned Mixed Use Overlay District) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway and Ordinance No. 18-49, an ordinance approving a Conditional Use Permit request by Planned Communities Inc. allowing the placement of PMU (Planned Mixed Use Overlay District) to be established for property owned by Francis and Mary Lou Wilgus on approximately 89.618 acres (Parcels 419-220-02-005-000 and 419-220-02-007-000) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway.

K. Establish June 25, 2018 at 7:45 p.m. as a date and time for a public hearing and second reading for Ordinance No. 18-50, an ordinance for Manos Properties for approval of a Rezoning Amendment for the Wesleyan Inn on approximately 1.09 acres (Parcels 519-433-04-005-000 and 519-433-04-002) from PO/I (Planned Office/Institutional District) and R-3 (One-Family Residential District) to PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street and Ordinance No. 18-51, an ordinance for Manos Properties for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for the Wesleyan Inn on approximately 1.09 acres (Parcels 519-433-04-005-000 and 519-433-04-002) at 235 and 239 West William Street.

Mr. Rohrer informed Council of a conflict of interest in regards to Item G on the Consent Agenda.

Motion: Vice-Mayor Shafer motioned to approve the Consent Agenda, excluding Item G, seconded by Mr. Browning. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to approve the Item G on the Consent Agenda, seconded by Mr. Browning. Motion approved by a 6-0-1 vote.

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

PUBLIC PARTICIPATION:

Dick Jackson
270 West Fountain Avenue
Delaware, Ohio

Mr. Jackson provided information and invited Council to participate in the Juneteenth Event hosted by the Delaware Community Coalition. Mr.

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BEAR GRAPHICS 800-325-0994 FORM NO. 1014#

Held June 11 20 18

Jackson and Chief Pijanowski provided the timeline for the events and the history of the celebration.

ITEM 7: COMMITTEE REPORTS

Vice-Mayor Shafer informed Council that the Parking and Safety meeting will be cancelled and that some items are expected to be presented to Council at the upcoming City Council meeting for consideration.

ITEM 8: PRESENTATIONS

A. Proclamation and Recognition of Brain and Alzheimer’s Awareness Month.

ITEM 9: CONSIDERATION OF NEW LIQUOR PERMIT

A. City of Delaware DBA Hidden Valley Golf Course at 580 W. William Street, Delaware, Ohio 43015. Permit Class: D1

PUBLIC COMMENT:

Kelly Barry
582 Presidential Way
Delaware, Ohio

Ms. Barry requested information on the hours of alcohol sales at Hidden Valley Golf Course.

Motion: Vice-Mayor Shafer motioned to accept the liquor permit without objection, seconded by Mr. Rohrer. Motion approved by a 6-1 (Hellinger) vote.

ITEM 10: ORDINANCE NO. 18-37 [Third Reading]

AN ORDINANCE ACCEPTING THE ANNEXATION OF 89.618 ± ACRES OF LAND MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS “A” AND “B” FOR THE ANNEXATION KNOWN AS THE WILGUS ANNEXATION BY ANDREW P. WECKER, AGENT FOR THE PETITIONERS.

The Clerk read the ordinance for the third time.

APPLICANT:

Jack Brickner
2715 Brighton Drive
Liberty Township, Ohio

Motion: Mr. Browning motioned to accept Ordinance No. 18-37, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

ITEM 11: RESOLUTION NO. 18-29 [Second Reading]

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) CONTRACT WITH BERKSHIRE TOWNSHIP.

The Clerk read the resolution for the second time. A public hearing and third reading has been scheduled for June 25, 2018 at 7:30 p.m.

ITEM 12: ORDINANCE NO. 18-43 [Public Hearing and Second Reading]

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Delaware City Council

Meeting

BEAR GRAPHICS, 800-323-8094, FORM NO. 10148

Held June 11 2018

AN ORDINANCE FOR AEP FOR APPROVAL OF A CONDITIONAL USE PERMIT REQUEST FOR A NEW SERVICE CENTER BUILDING ON APPROXIMATELY 50 ACRES LOCATED ON THE SOUTH SIDE OF SLACK ROAD AND JUST WEST OF THE RAILROAD TRACKS ON PROPERTY ZONED A-1 (AGRICULTURAL DISTRICT).

The Clerk read the ordinance for the second time.

There was no public comment.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-43, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-43, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 13: ORDINANCE NO. 18-44 [Second Reading]

AN ORDINANCE FOR AEP FOR APPROVAL OF A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR A NEW SERVICE CENTER BUILDING ON APPROXIMATELY 50 ACRES LOCATED ON THE SOUTH SIDE OF SLACK ROAD AND JUST WEST OF THE RAILROAD TRACKS ON PROPERTY ZONED A-1 (AGRICULTURAL DISTRICT).

The Clerk read the ordinance for the second time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-44, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-44, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 14: RESOLUTION NO. 18-34 [First Reading]

A RESOLUTION IN SUPPORT OF CONGRESSIONAL CONSIDERATION OF A CARBON FEE AND DIVIDEND SYSTEM.

The Clerk read the resolution for the first time.

Council held a discussion regarding Carbon Fee and Dividend System. Vice-Mayor Shafer requested more information and regarding the policy in which includes both the pros and cons.

PUBLIC COMMENT:

Sharlee Murphy
127 Hillside Drive
Delaware, Ohio

Laura Anderson
316 North Sandusky Street
Delaware, Ohio

Ms. Murphy recommended that Council keep language in the resolution supporting the Carbon Fee and Dividend System.

Mr. Jones recommended that Council table the resolution and work with the City Attorney and the local Citizens' Climate Lobby over the language. Council was in agreement to table the resolution.

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Motion: Mr. Jones motioned to table Resolution No. 18-34, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 15: RESOLUTION NO. 18-35 [First Reading]
A RESOLUTION APPOINTING MEMBERS TO THE COMPREHENSIVE PLAN STEERING COMMITTEE.

The Clerk read the resolution for the first time.

Motion: Vice-Mayor Shafer motioned to adopt Resolution No. 18-35, seconded by Mr. Hellinger. Motion approved by a 7-0 vote.

ITEM 16: RESOLUTION NO. 18-36 [First Reading]
A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 221.341 ± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AT THE CENTRAL OHIO BOY SCOUTS OF AMERICA- CAMP LAZARUS ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

The Clerk read the resolution for the first time.

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

Motion: Vice-Mayor Shafer motioned to adopt Resolution No. 18-36, seconded by Mr. Browning. Motion approved by a 7-0 vote.

ITEM 17: ORDINANCE NO. 18-45 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO ESTABLISH ADDITIONAL FUNDING FOR THE PURCHASE OF ROAD SALT, BRINE APPLICATION EQUIPMENT.

The Clerk read the ordinance for the first time. Council plans to take Ordinance No. 18-45 to a second reading.

ITEM 18: ORDINANCE NO. 18-46 [First Reading]
AN ORDINANCE ACCEPTING AND APPROVING THE RECOMMENDATIONS OF THE RECREATION LEVY SUB-COMMITTEE OF CITY COUNCIL AND SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING FOR RECREATIONAL IMPROVEMENTS AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Mrs. Keller motioned to suspend the rules for Ordinance No. 18-46, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mrs. Keller motioned to enact the emergency clause for Ordinance No. 18-46, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

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Motion: Mrs. Keller motioned to adopt Ordinance No. 18-46, seconded by Vice-Mayor Shafer. Motion approved by a 6-1 (Hellinger) vote.

ITEM 19: ORDINANCE NO. 18-47 [First Reading]
AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY DELAWARE BIBLE CHURCH FOR A TEMPORARY TRAILER (MODULAR CLASSROOM) ON APPROXIMATELY 7.53 ACRES ZONED R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) AND LOCATED AT 45 BELLE AVENUE.

The Clerk read the ordinance for the first time. A public hearing and second reading has been scheduled for June 25, 2018 at 7:35 p.m.

ITEM 20: ORDINANCE NO. 18-48 [First Reading]
AN ORDINANCE APPROVING A REZONING AMENDMENT REQUEST BY PLANNED COMMUNITIES INC. FOR PROPERTY OWNED BY FRANCIS AND MARY LOU WILGUS ON APPROXIMATELY 89.618 ACRES (PARCELS 419-220-02-005-000 AND 419-220-02-007-000) FROM A-1 (AGRICULTURAL DISTRICT) TO M-1 PMU (LIGHT MANUFACTURING WITH A PLANNED MIXED USE OVERLAY DISTRICT) AT 2781 AIRPORT ROAD LOCATED AT THE WESTERN TERMINUS OF SAWMILL PARKWAY, EAST OF SECTION LINE ROAD, SOUTH OF AIRPORT ROAD AND NORTH OF THE FUTURE EXTENDED SAWMILL PARKWAY.

The Clerk read the ordinance for the first time. A public hearing and second reading has been scheduled for June 25, 2018 at 7:40 p.m.

ITEM 21: ORDINANCE NO. 18-49 [First Reading]
AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY PLANNED COMMUNITIES INC. ALLOWING THE PLACEMENT OF PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR PROPERTY OWNED BY FRANCIS AND MARY LOU WILGUS ON APPROXIMATELY 89.618 ACRES (PARCELS 419-220-02-005-000 AND 419-220-02-007-000) AT 2781 AIRPORT ROAD LOCATED AT THE WESTERN TERMINUS OF SAWMILL PARKWAY, EAST OF SECTION LINE ROAD, SOUTH OF AIRPORT ROAD AND NORTH OF THE FUTURE EXTENDED SAWMILL PARKWAY.

The Clerk read the ordinance for the first time. A public hearing and second reading has been scheduled for June 25, 2018 at 7:40 p.m.

ITEM 22: ORDINANCE NO. 18-50 [FIRST READING]
AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A REZONING AMENDMENT FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) FROM PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) AND R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) TO PO/I AND R-3 PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 235 AND 239 WEST WILLIAM STREET.

The Clerk read the ordinance for the first time. A public hearing and second reading has been scheduled for June 25, 2018 at 7:45 p.m.

ITEM 23: ORDINANCE NO. 18-51 [FIRST READING]
AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR

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THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) AT 235 AND 239 WEST WILLIAM STREET.

The Clerk read the ordinance for the first time. A public hearing and second reading has been scheduled for June 25, 2018 at 7:45 p.m.

ITEM 24: ORDINANCE NO. 18-52 [FIRST READING]

AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) ON PROPERTY ZONED PO/I AND R-3 PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 235 AND 239 WEST WILLIAM STREET.

The Clerk read the ordinance for the first time. Council to take Ordinance No. 18-52 to a second reading.

ITEM 25: ORDINANCE NO. 18-53 [FIRST READING]

AN ORDINANCE APPROVING A REQUEST BY TERRA ALTA LLC FOR AN AMENDED PRELIMINARY DEVELOPMENT PLAN FOR STOCKDALE FARMS CONSISTING OF 322 SINGLE FAMILY UNITS ON 158.3 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.

The Clerk read the ordinance for the first time.

APPLICANT:

David Denniston
422 Beecher Road
Gahanna, Ohio

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-53, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-53, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 26: ORDINANCE NO. 18-54 [FIRST READING]

AN ORDINANCE APPROVING A REQUEST BY TERRA ALTA LLC FOR AN AMENDED PRELIMINARY SUBDIVISION PLAT FOR STOCKDALE FARMS CONSISTING OF 322 SINGLE FAMILY UNITS ON 158.3 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.

The Clerk read the ordinance for the first time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-54, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-54, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 27: ORDINANCE NO. 18-55 [FIRST READING]

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AN ORDINANCE APPROVING A REQUEST BY TERRA ALTA LLC FOR AN AMENDED FINAL DEVELOPMENT PLAN FOR STOCKDALE FARMS PHASE 1 CONSISTING OF 66 SINGLE FAMILY LOTS ON APPROXIMATELY 42.414 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.

The Clerk read the ordinance for the first time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-55, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-55, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 28: ORDINANCE NO. 18-56 [FIRST READING]

AN ORDINANCE APPROVING A REQUEST BY TERRA ALTA LLC FOR AN AMENDED FINAL SUBDIVISION PLAT FOR STOCKDALE FARMS PHASE 1 CONSISTING OF 66 SINGLE FAMILY LOTS ON APPROXIMATELY 42.414 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.

The Clerk read the ordinance for the first time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-56, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-56, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 29: ORDINANCE NO. 18-57 [FIRST READING]

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN REQUEST BY MEDROCK LLC FOR WILLOWBROOK SECTION 2, PHASES 1-3 (OLD ADALEE PARK SECTION 3) CONSISTING OF 85 SINGLE FAMILY LOTS ON APPROXIMATELY 28.5 ACRES ZONED R-3 PUD (ONE FAMILY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT) AND LOCATED NORTH OF BOULDER DRIVE, SOUTH OF COBBLESTONE DRIVE, EAST OF HARMONY DRIVE AND WEST OF CANAL STREET.

The Clerk read the ordinance for the first time.

APPLICANT:

Ron Sabatino
3895 Stoneridge Lane
Dublin, Ohio

Public Comment:

Nancy Campbell
900 Canal Street
Delaware, Ohio

Ms. Campbell voiced concerns over excessive flooding in the area.

Motion: Mrs. Keller motioned to suspend the rules for Ordinance No. 18-57, seconded by Mr. Browning. Motion approved by a 7-0 vote.

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Motion: Mrs. Keller motioned to adopt Ordinance No. 18-57, seconded by Mr. Browning. Motion approved by a 7-0 vote.

ITEM 30: ORDINANCE NO. 18-58 [FIRST READING]
AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT REQUEST BY MEDROCK LLC FOR WILLOWBROOK SECTION 2, PHASES 1-3 (OLD ADALEE PARK SECTION 3) CONSISTING OF 85 SINGLE FAMILY LOTS ON APPROXIMATELY 28.5 ACRES ZONED R-3 PUD (ONE-FAMILY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT) AND IS LOCATED NORTH OF BOULDER DRIVE, SOUTH OF COBBLESTONE DRIVE, EAST OF HARMONY DRIVE AND WEST OF CANAL STREET.

The Clerk read the ordinance for the first time.

Motion: Mrs. Keller motioned to suspend the rules for Ordinance No. 18-58, seconded by Mr. Browning. Motion approved by a 7-0 vote.

Motion: Mrs. Keller motioned to adopt Ordinance No. 18-58, seconded by Mr. Browning. Motion approved by a 7-0 vote.

ITEM 31: ORDINANCE NO. 18-59 [FIRST READING]
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN REQUEST BY PULTE HOMES FOR HEATHERTON PHASE 7 CONSISTING OF 28 SINGLE FAMILY LOTS ON APPROXIMATELY 7.198 ACRES ZONED R-3 PRD (ONE-FAMILY RESIDENTIAL WITH A PLANNED RESIDENTIAL DISTRICT) AND LOCATED WEST OF HOUK ROAD, NORTH OF BOULDER DRIVE AND SOUTH OF BENJAMIN DRIVE.

The Clerk read the ordinance for the first time.

APPLICANT:
Steve Peck
475 Metro South
Dublin, Ohio

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-59, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-59, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 32: ORDINANCE NO. 18-60 [FIRST READING]
AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT REQUEST BY PULTE HOMES FOR HEATHERTON PHASE 7 CONSISTING OF 28 SINGLE FAMILY LOTS ON APPROXIMATELY 7.198 ACRES ZONED R-3 PRD (ONE-FAMILY RESIDENTIAL WITH A PLANNED RESIDENTIAL DISTRICT) AND LOCATED WEST OF HOUK ROAD, NORTH OF BOULDER DRIVE AND SOUTH OF BENJAMIN DRIVE.

The Clerk read the ordinance for the first time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-60, seconded by Mr. Jones. Motion approved by a 7-0 vote.

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 300-325-8084 FORM NO. 10148

Held June 11 20 18

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-60, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 33: EXECUTIVE SESSION: PURSUANT TO OHIO REVISED CODE SECTION 121.22 (G) (3) PENDING OR IMMINENT COURT ACTION, SECTION 121.22 (G) (1) PERSONNEL, SECTION 121.22 (G) (5) MATTERS REQUIRED TO BE KEPT CONFIDENTIAL BY STATE STATUTE, SECTION 121.22 (G) (2) ACQUISITION OF PROPERTY FOR PUBLIC PURPOSE AND 121.22(G) (8) CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO A REQUEST FOR ECONOMIC DEVELOPMENT ASSISTANCE.

Executive Session was deemed not necessary.

ITEM 34: CITY MANAGER'S REPORT

Mr. Homan provided information on the NOW Festival. He discussed the recent success of the New Moon Half Marathon and the Eyes of Freedom display. Mr. Homan discussed with Council the Technology Assessment and an upcoming meeting with DATA.

ITEM 35: COUNCIL COMMENTS

Mr. Jones discussed his thoughts regarding the Eyes of Freedom exhibit.

Mr. Hellinger inquired if the YMCA was gathering attendance numbers from Mingo as requested. He voiced a concern over a social media posting regarding a resident getting bitten by a leashed dog. He requested staff provide communication and education on dog owner responsibility and leash laws.

Vice-Mayor Shafer discussed the interest from residents to be part of the Comprehensive Plan Steering Committee. He discussed a recent meeting with staff regarding smart meters.

Mayor Riggle provided information on her recent Honor Flight trip.

ITEM 36: ADJOURNMENT

Motion: Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 9:12 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

**BOARD OF ZONING APPEALS
MOTION SUMMARY
March 8, 2017**

ITEM 1. Roll Call

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

Members Present: Beth Fisher, Adam Vaughn, Todd Daughenbauh, Councilman George Hellinger, Vice-Chairman Paul Junk, and Chairman Matt Dick.

Staff Present: Lance Schultz, Zoning Administrator

ITEM 2. Approval of the Motion Summary of the Board of Zoning Appeals meeting held on October 12, 2016, as recorded and transcribed.

Motion: Vice-Chairman Junk moved to approve the Motion Summary for the Board of Zoning Appeals held on October 12, 2016 meeting, seconded by Mr. Vaughn. Motion approved by a 6-0 vote.

ITEM 3. ELECTION OF OFFICERS

Motion: Vice-Chairman Junk moved to nominate Mr. Dick as Chairperson, seconded by Mr. Vaughn. There were no other nominations. Motion approved by a 5-0-1 (Dick) vote.

Motion: Chairman Dick moved to nominate Mr. Junk as Vice-Chairperson, seconded by Mr. Daughenbaugh. Motion approved by a 5-0-1 (Junk) vote.

ITEM 4. REGULAR BUSINESS

A. 2017-0270: A request by Mr. Lawrence Ray for approval of a rear yard building setback variance from 40 feet to approximately 22 feet to construct a building addition on approximately 0.15 acres on property zoned R-3 (One-Family Residential District) located at 24 Winbeth Lane.

Chairman Dick swore in the following participants from the public:

Lawrence Ray
24 Winbeth Lane
Delaware, Ohio 43015

Mr. Schultz provided information on the proposed site plan and addition to the building. Mr. Schultz discussed existing conditions and staff recommendations. Mr. Schultz informed the Board that there were no concerns received to staff by surrounding neighbors.

APPLICANT:

Lawrence Ray
24 Winbeth Lane
Delaware, Ohio 43015

Mr. Ray discussed conversations that he had regarding the addition with surrounding neighbors.

Motion: Ms. Fisher moved to approve application 2017-0270, along with all staff conditions, finding beyond a reasonable doubt that the decision factors for approval of a Variance according to Chapter 1128 of the Planning and Zoning Code are met, seconded by Mr. Vaughn. Motion approved by a 6-0 vote.

B. 2015-0213: Resolution of the request by Yoav and Schlomo Botach to appeal an administrative decision by the code official requiring the condemnation/demolition of 15 Flax Street on approximately 3.61 acres zoned M-1 (Light Manufacturing District) under the 2000 International Property Maintenance Code.

Anticipated Process:

a. Staff Presentation

Mr. Schultz discussed the appeal process completed by the owner since 2015. The owner appealed the BZA latest decision to the court of common pleas and resulted in an Agreed Order by the court that the improvements made by the owner achieves compliance with the zoning code and International Property Maintenance Code and past violations are rendered moot.

A discussion was held on the process if the property is not kept to code in the future.

b. Commission Action-vote to acknowledge receipt of court order.

Motion: Vice-Chairman Junk moved to acknowledge the court ruling, seconded by Mr. Daughenbaugh. Motion approved by a 6-0 vote.

ITEM 5. BOARD MEMBER COMMENTS AND DISCUSSION

Chairman Dick requested an update on replacing the First Ward seat for the Board of Zoning Appeals. Mr. Schultz provided an update on a recent interview for the seat.

ITEM 6. NEXT REGULAR MEETING: April 12, 2017

ITEM 7. ADJOURNMENT

Motion: Vice-Chairman Junk moved to adjourn the Board of Zoning Appeals meeting, seconded by Mr. Vaughn. Motion was approved by a 6-0 vote. The Board of Zoning Appeals meeting adjourned at 7:22 p.m.



Matt Dick, Chairman



Elaine McCloskey, Clerk

**PARKS AND RECREATION ADVISORY BOARD
MOTION SUMMARY
May 15, 2018**

ITEM 1. Roll Call

Vice-Chairwoman Hibinger called the meeting to order at 7:00 p.m.

Members Present: Joshua Bricker, Cassie Cunningham, Bob Dalton, Gary Hayward, Michael Rush, Corie Thompson, Angela MacWhinney, Vice-Chairwoman Dianna Hibinger

Members Absent: Councilmember Jim Browning, Caitlyn Ashley and Chairwoman Allyson Lash

City Staff Present: Linda Mathews, Customer Service Liaison and Ted Miller, Parks and Natural Resource Director

YMCA Staff Present: Jeremy Byers

Motion to Excuse: Mr. Bricker moved to excuse Councilmember Jim Browning, Caitlyn Ashley and Chairwoman Allyson Lash, seconded by Mr. Dalton. Motion approved by an 8-0 vote.

ITEM 2. APPROVAL of the Motion Summary for the meeting held April 17, 2018 as recorded and transcribed.

Motion: Ms. MacWhinney moved to approve the Motion Summary for the meeting held April 17, 2018 as recorded and transcribed, seconded by Mr. Rush. Motion approved by an 8-0 vote.

ITEM 3. PUBLIC COMMENTS

There was no public comment.

ITEM 4. UPDATE of YMCA Recreation Services, Programs and Events

Mr. Byers provided an update regarding the preparations for the Jack Florance Pool opening and training for staff. He discussed the decrease in participation for baseball and softball compared to 2017. A discussion was held with the board on increasing turnout with a larger tournament. Mr. Byers discussed the earlier trend of players participating in travel leagues at a younger age.

ITEM 5. UPDATE of Parks Activities

Mr. Miller informed the Board that there will be an upcoming presentation at a

future meeting regarding the Cemetery Master Plan. He discussed the different options for burials. He also informed the Board that the OSU Dive Team is considering relocating during scheduled 2019 summer renovations to the Jack Florance Pool, and further discussion and information will be provided at the next meeting. Mr. Miller provided an update on the striping of lines for the Pickleball courts at Smith Park. Lines are expected to be completed, weather permitting, by the end of the month. Mr. Miller informed Council the Disc Golf Group will be attending a future meeting to discuss a potential future course for the City of Delaware.

ITEM 6. DISCUSSION AND RECOMMENDATION of Smoking Restrictions at City Parks and Citizen Survey Results.

Mr. Miller reviewed the citizen participation at the Healthy Kids Day and the May First Friday event regarding a non-smoking policy at parks. He stated that the out of approximately 110 responses, 105 participates supported the ban.

PUBLIC COMMENT:

Abby Trimble
Delaware General Health District
1 West Winter Street
Delaware, Ohio 43015

Ms. Trimble provided results from a 2016 survey completed by the Delaware General Health District regarding a tobacco ban in public spaces and parks. The Board was in agreement to recommend a tobacco free policy at city parks with the exception of Hidden Valley Golf Course. Ms. MacWhinney voiced concerns that a tobacco ban at the course may result in loss of revenue.

ITEM 7. STAFF COMMENTS

ITEM 8. MEMBERS COMMENTS

Ms. Thompson discussed the Board having future opportunities to participate in First Friday events. The Board discussed highlighting some of the underutilized parks in the City.

ITEM 9. ADJOURNMENT

Motion: Vice-Chairwoman Hibinger moved to adjourn the Parks and Recreation meeting. The meeting adjourned at 7:35 p.m.


Chairperson

Elaine McCloskey
Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM C DATE: 06/25/2018
ORDINANCE NO: RESOLUTION NO: 18-37
READING: FIRST PUBLIC HEARING: NO

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

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

BACKGROUND:

In December of 2017 Council passed Resolution No. 17-65, extending the term of appointments for citizen boards, committees and commission to have a term date expiring of June 30, 2018. This allowed for the term date and interview process to take place away from the annual budget season.

REASON WHY LEGISLATION IS NEEDED:

Appointments to City boards, committees, and commission are made by the Mayor, subject to confirmation by Council. The presented resolution has the updated term dates for all appointments.

COMMITTEE RECOMMENDATION:

FISCAL IMPACT(S):

POLICY CHANGES:

PRESENTER(S):

Carolyn Kay Riggle, Mayor

RECOMMENDATION:

Approval

ATTACHMENT(S)

Resolution No. 17-65

RESOLUTION NO. 18-37

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

WHEREAS, Members are to be appointed to serve on various Committees, Commissions and Boards by the Mayor of the City of Delaware and confirmed by Council; and

WHEREAS, in Resolution No. 17-65, City Council set an expiration date of June 30, 2018 for all appointments and directed staff to review the appointments in order to stagger the terms according to the corresponding ordinance; and

WHEREAS, the Mayor has appointed and Council has confirmed the following appointments.

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

SECTION 1. The following appointments are hereby made:

1. Airport Commission – Timothy Smith-Reappointment, City Representative (appointed February 26, 2018 and term expiring June 30, 2021)
2. Airport Commission – Jane McIntire – Reappointment, City Representative (appointed October 10, 2005 and term expiring June 30, 2019)
3. Airport Commission – Chris Acker – Reappointment, County Representative (appointed November 2017 and term expiring June 30, 2021)
4. Airport Commission – John Lewis – Reappointment, Chamber Representative (appointed January 14, 2002 and term expiring June 30, 2019)
5. Airport Commission – Walt Gaub – Reappointment, City Representative (appointed March 24, 2008 and term expiring June 30, 2020)
6. Airport Commission – Charlton Amidon – Reappointment, City Representative (appointed March 14, 2016 and term expiring June 30, 2020)
7. Board of Zoning Appeals – Robert Whitmore – Reappointment, First Ward Representative (appointed March 27, 2017 and term expiring June 30, 2021)

8. Board of Zoning Appeals – Todd Daughenbaugh – Reappointment, Second Ward Representative (appointed November 23, 2015 and term expiring June 30, 2021)
9. Board of Zoning Appeals – Matt Dick – Reappointment, Third Ward Representative (appointed April 11, 2011 and term expiring June 30, 2019)
10. Board of Zoning Appeals – Adam Vaughn – Reappointment, Fourth Ward Representative (appointed March 10, 2014 and term expiring June 30, 2019)
11. Board of Zoning Appeals – Paul Junk – Reappointment, At-Large Representative (appointed March 27, 2012 and term expiring June 30, 2020)
12. Board of Zoning Appeals – Beth Fisher – Reappointment, At-Large Representative (appointed January 25, 2016 and term expiring June 30, 2020)
13. Civil Service Commission – John Rybka – Reappointment (appointed December 22, 2016 and term expiring June 30, 2019)
14. Civil Service Commission - Frank Hickman – Reappointment (appointed March 26, 2018 and term expiring June 30, 2021)
15. Civil Service Commission – Eric Coss – Reappointment (appointed November 9, 2015 and term expiring June 30, 2023)
16. Historic Preservation Commission – Joe Coleman – Reappointment, Preservationist (appointed March 13, 2006 and term expiring June 30, 2019)
17. Historic Preservation Commission – Sherry Riveria – Reappointment, Preservationist (appointed March 10, 2014 and term expiring June 30, 2019)
18. Historic Preservation Commission – Erinn Nicley – Reappointment (appointed February 28, 2011 and term expiring June 30, 2020)
19. Historic Preservation Commission – Mark Hatten – Reappointment, Property Owner (appointed November 11, 2002 and term expiring June 30, 2020)
20. Historic Preservation Commission – Stephanie Van Gundy – Reappointment, Real Estate Agent (appointed March 13, 2017 and term expiring June 30, 2021)
21. Historic Preservation Commission – Cara Hering – New Appointment, Architect Representative (filling unexpired term expiring June 30, 2021)
22. Parks and Recreation Advisory Board – Allyson Lash – Reappointment, First Ward Representative (appointed January 26, 2015 and term expiring June 30, 2019)
23. Parks and Recreation Advisory Board – Joshua Bricker – Reappointment, Second Ward Representative (appointed January 26,

- 2015 and term expiring June 30, 2020)
24. Parks and Recreation Advisory Board – Robert Dalton – Reappointment, Third Ward Representative (appointed September 26, 2016 and term expiring June 30, 2021)
 25. Parks and Recreation Advisory Board – Corie Thompson – Reappointment, Fourth Ward Representative (appointed June 12, 2017 and term expiring June 30, 2019)
 26. Parks and Recreation Advisory Board – Dianna Hibinger – Reappointment, At-Large Representative (appointed February 23, 2015 and term expiring June 30, 2019)
 27. Parks and Recreation Advisory Board – Michael Rush – Reappointment, At-Large Representative (appointed April 10, 2017 and term expiring June 30, 2020)
 28. Parks and Recreation Advisory Board – Gary Hayward – Reappointment, At-Large Representative (appointed November 11, 2017 and term expiring June 30, 2020)
 29. Parks and Recreation Advisory Board – Angela MacWhinney Reappointment, School Representative (indefinite term)
 30. Parks and Recreation Advisory Board – Cassie Cunningham Reappointment, Ohio Wesleyan University Representative (indefinite term)
 31. Parks and Recreation Advisory Board – Bradley Brookover, New Appointment, Delaware City Schools Student Representative (term expiring June 30, 2019)
 32. Planning Commission – Robert Badger – Reappointment, First Ward Representative (appointed December 22, 2016 and term expiring June 30, 2019)
 33. Planning Commission – Jim Halter – Reappointment, Second Ward Representative (appointed November 30, 2010 and term expiring June 30, 2020)
 34. Planning Commission – Dean Prall – Reappointment, Third Ward Representative (appointed February 24, 2014 and term expiring June 30, 2021)
 35. Planning Commission – Stacy Simpson – Reappointment, Fourth Representative Ward (appointed December 28, 2009 and term expiring June 30, 2019)
 36. Planning Commission – George Mantzoros – Reappointment, At-Large Representative (appointed February 24, 2014 and term expiring June 30, 2021)
 37. Planning Commission – Andy Volenik – Reappointment, At-Large Representative (appointed December 22, 2016 and term expiring June 30, 2020)
 38. Shade Tree Commission – Shannon Brewster – Reappointment

- (appointed February 22, 2016 and term expiring June 30, 2019)
39. Shade Tree Commission – Susan Wright – Reappointment (appointed December 28, 2009 and term expiring June 30, 2019)
 40. Shade Tree Commission – Tom Glissman – Reappointment (appointed February 9, 2015 and term expiring June 30, 2019)
 41. Shade Tree Commission – Stan Eddy – Reappointment (appointed May 14, 2018 and term expiring June 30, 2020)
 42. Shade Tree Commission – Thomas Wolber – Reappointment (appointed December 28, 2009 and term expiring June 30, 2020)
 43. Shade Tree Commission – Dave Carey– Reappointment (appointed July 14, 2008 and term expiring June 30, 2021)
 44. Shade Tree Commission – Rebecca Wood-Meek – Reappointment (appointed September 26, 2016 and term expiring June 30, 2021)
 45. Shade Tree Commission – VACANT –(term expiring June 30, 2021)
 46. Shade Tree Commission – Fredricka Shanks, Delaware City School Student Representative, New Appointment (term expiring June 30, 2019)
 47. Sister City Advisory Board – Colleen Rush – Reappointment, Citizen Representative (appointed June 26, 2017 and term expiring June 30, 2019)
 48. Sister City Advisory – Julie Horvath –Reappointment, School Representative (appointed June 26, 2017 and term expiring June 30, 2019)
 49. Sister City Advisory Board – Rita Selle-Grider – Reappointment, Citizen Representative (appointed August 13, 2013 and term expiring June 30, 2020)
 50. Sister City Advisory Board – Julie C. Means – Reappointment, Citizen Representative (appointed March 13, 2017 and term expiring June 30, 2020)
 51. Sister City Advisory Board – Rand Guebert – Reappointment, Citizen Representative (appointed August 12, 2013 and term expiring June 30, 2021)
 52. Sister City Advisory Board – Darrell Albon- Reappointment, Ohio Wesleyan University Representative (appointed February 26, 2018 and term expiring June 30, 2021)
 53. Records Commission – Michele Kohler, Reappointment, (appointed February 27, 2017 and term expiring June 30, 2019)
 54. Income Tax Board of Review – Eric MacWhinney, Reappointment, term expiring June 30, 2019 (partial term to facilitate staggering of two year appointment)
 55. Income Tax Board of Review – Ralph Bach, Reappointment, term expiring June 30, 2020

SECTION 2. This resolution shall be effective immediately upon its passage.

PASSED: _____, 2018

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR

RESOLUTION NO. 17-65

A RESOLUTION ESTABLISHING A CONSISTENT TERM END FOR APPOINTMENTS TO CITIZEN BOARDS, COMMITTEES, AND COMMISSIONS AND EXTENDING APPOINTMENTS SET TO EXPIRE UNTIL JUNE 30, 2018, WHEN ALL APPOINTMENTS AND REAPPOINTMENTS FOR ALL POSITIONS WILL BE MADE.

WHEREAS, appointments to City boards, committees, and commissions are made by the Mayor, subject to confirmation by Council (see e.g. Charter Sections 101 and 102; Del. Codified Ordinance Sections 153.02 and 175.01); and

WHEREAS, terms on City some boards, committees, and commissions are required to be staggered by the ordinance establishing them; and

WHEREAS, over time, the terms of some boards, committees, and commissions have strayed from the original schedule due to mid-term vacancies; and

WHEREAS, it would be more efficient to undertake the interview process established by Resolution 13-48 at one time, separate from the annual budget process.

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

1. Staff is directed to review all appointments to boards, committees, and commissions in order to stagger the terms are required by their corresponding ordinance.
2. All appointment terms will end on June 30.
3. In June or July Council will pass a resolution listing the members of all boards, commissions, and committees providing updated term end dates using June 30th.
4. All current appointments set to expire shall continue until the resolution referenced above is passed, with the exception of the county representative to the Airport Commission.
5. Christopher Acker is hereby appointed to the County seat on the Airport Commission with a term ending June 30, 2021.

SECTION 1. This resolution shall be effective immediately upon its passage.

PASSED: December 11, 2017

YEAS 6 NAYS 0
ABSTAIN 0

ATTEST: Elaine McCoskey
CITY CLERK

Cathy Kay Riggs
MAYOR



Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

County Administrator
Ferzan M. Ahmed

Clerk to the Commissioners
Jennifer Walraven

RESOLUTION NO. 17-1228

IN THE MATTER OF RECOMMENDING AN APPOINTEE TO THE DELAWARE AIRPORT COMMISSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") shall make a recommendation for appointment of one member to the Delaware Airport Commission; and

WHEREAS, the term of the current appointee will expire on December 31, 2017;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby recommends the appointment of Christopher Acker as a member to the Delaware Airport Commission for the term commencing on January 1, 2018 and ending on December 31, 2020.

Section 2. The Clerk of the Board is directed to cause delivery of a certified copy of this Resolution upon the Mayor of the City of Delaware.

Section 3. This Resolution shall take effect immediately upon adoption.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Delaware County duly adopted November 16, 2017 and appearing upon the official records of the said Board.



Sarah Dinovo
Assistant Clerk to the Commissioners



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM D DATE: 06/25/2018
ORDINANCE NO: RESOLUTION NO: 18-38
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: Bruce Pijanowski, Police Chief

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A resolution authorizing the installation of traffic controlling devices, being that of a handicap parking space at the first unmarked parking space in front of 150 N. Sandusky St on the East side of N. Sandusky St. This handicap space will remain until the requesting party no longer requires the need for such space and will be removed upon such request.

BACKGROUND:

The resident of 150 N. Sandusky St. requested the installation of a handicap space in front of his residence and has provided proof of his handicap placard. The address is directly north of the County building, which makes parking competitive at times. The residence also has a steep incline away from the back of the structure leading to the parking area, which creates a hardship on the resident.

REASON WHY LEGISLATION IS NEEDED:

Legislation is needed to create the parking space.

COMMITTEE RECOMMENDATION:

This item is coming directly to council due to the cancellation of the June 18, 2018 Parking and Safety Meeting. The members of the committee were in concurrence that this issue should go to Council due to the nature of the request. City Staff recommends passage.

FISCAL IMPACT(S):

POLICY CHANGES:

PRESENTER(S):

Bruce Pijanowski, Chief of Police

RECOMMENDATION:

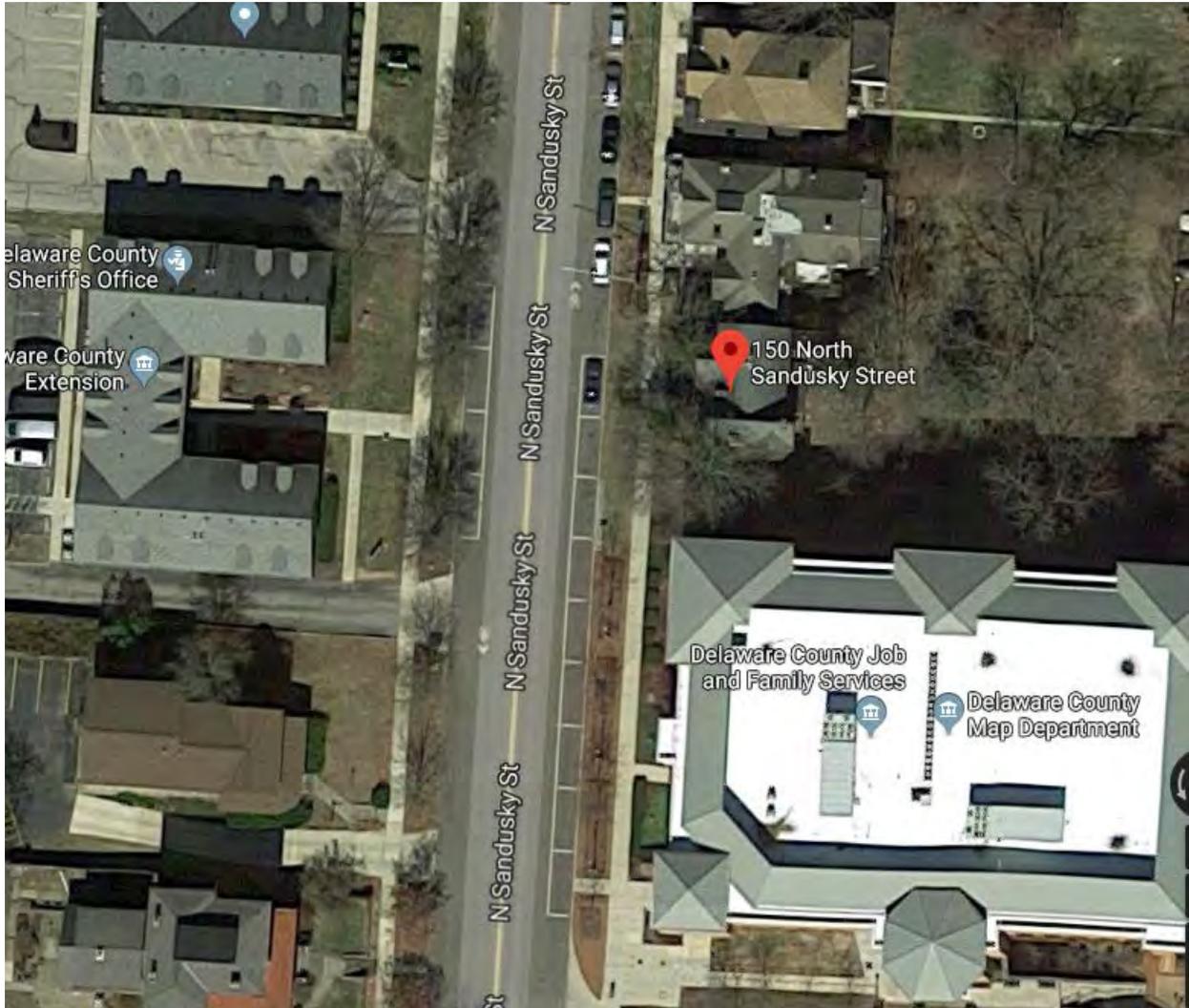
Approval

ATTACHMENT(S)

Photo



Street view. The county building can be seen in the background, and the white residence is 150- N. Sandusky St. The proposed space will be located where the red car is parked. (Image from Google maps.)



Overhead view of the area. The marked parking spaces can be seen extending further North of the County Building. The proposed space will be just North of the last marked space in front of 150 N. Sandusky St. (Image from Google maps.)



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM E DATE: 06/25/2018
ORDINANCE NO: RESOLUTION NO: 18-39
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: Bruce Pijanowski, Police Chief

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE OHIO DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF DELAWARE FOR THE ACQUISITION OF A TRIMBLE S5 TOTAL STATION.

BACKGROUND:

The Ohio Department of Public Safety, Traffic Records Coordinating Committee announced in April that it was making 10 Trimble S5 Robotic Total Stations available at no charge to any qualified agency. The Delaware Police Department has maintained a highly training traffic crash reconstruction unit for many years. The police department submitted an application for the Total Station, and was one of ten approved in the State of Ohio. This unit conducts investigations on all serious and fatal traffic crashes. The Total Station will automate the measurement and analysis of crash investigations.

The only requirements on the part of the City of Delaware is to conduct traffic enforcement in the State of Ohio, submit crash reports electronically, send two officers to training in the use of the Total Station, agree to provide quarterly statistics, and to maintain the equipment and be responsible for any supplies.

REASON WHY LEGISLATION IS NEEDED:

All intergovernmental agreements require authorization by council.

COMMITTEE RECOMMENDATION:

FISCAL IMPACT(S):

None

POLICY CHANGES:

PRESENTER(S):

Bruce Pijanowski, Chief of Police

RECOMMENDATION:

Approval

ATTACHMENT(S)

Memorandum of Understanding Concerning the Acceptance of Crash Reconstruction Equipment from the Ohio Department of Public Safety.



- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio State Highway Patrol

1970 West Broad Street
P.O. Box 182081
Columbus, Ohio 43218-2081
(614) 466-3383
www.publicsafety.ohio.gov

June 15, 2018

Chief Bruce Pijanowski
Delaware Police Department
70 North Union Street, #2
Delaware, OH 43015

Attention: Adrian Foust

Re: 2018 TRCC Total Station Application

Dear Chief Pijanowski:

Your agency has been selected to receive one of ten Trimble S5 Robotic Total Stations as part of the 2018 TRCC Total Station program offered through the Ohio Department of Public Safety, Traffic Records Coordinating Committee.

Please review the enclosed Memorandum of Understanding. Return the signed copy to Jamie Duskocil either via mail (Office of Planning & Finance, 1970 West Broad Street, Columbus, Ohio 43223) or via email at jlduskocil@dps.ohio.gov.

As part of the grant conditions, a two-day training session will be held at the Ohio State Highway Patrol Academy on July 18th and 19th. Accommodations will be provided for those attending. Also as a grant requirement, you must send at least two officers to the training. You are not limited to two officers, so if you would like to send other members of a multi-jurisdictional team, please include the appropriate contact information. Please contact Jamie to reserve your spaces.

The total station equipment will be disseminated at the training and you will receive a signed acknowledgement of receipt.

If you have any questions, feel free to contact our office at 614-752-4626.

Sincerely,

Captain Robin Schmutz
Chair Traffic Records Coordinating Committee

Jamie Duskocil
Co-Chair Traffic Records Coordinating Committee

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

An Equal Opportunity Employer

MEMORANDUM OF UNDERSTANDING
Concerning the Acceptance of Crash Reconstruction Equipment
from the Ohio Department of Public Safety

1. PARTIES. This Memorandum of Understanding (“MOU”), is made and entered into between the Ohio Department of Public Safety (“ODPS”), and with _____ (“Recipient Agency”), collectively referred to as “the Parties.”

2. BACKGROUND. Ohio State Highway Patrol has received funds from a federal grant through the Ohio Traffic Safety Office to be used for the Ohio Traffic Records Coordinating Committee (TRCC). One of the main objectives of TRCC is to support data improvements at all levels of government and strive to minimize duplication, improve uniformity, advance electronic data collection, and facilitate data access and use. To help meet this objective, TRCC has authorized the purchase of crash reconstruction equipment for approved outside law enforcement agencies that have applied to the Traffic Records Coordinating Committee to receive said equipment.

3. PURPOSE. The purpose of this MOU is to provide to Recipient Agency with certain crash reconstruction equipment, including but not limited to total stations, crash data recorders, peripherals, software and related training in order to improve and enhance the Recipient Agency’s ability to investigate crashes and to provide more accurate crash reports to ODPS.

4. EQUIPMENT. By signing this MOU, Recipient Agency agrees that upon receipt of the equipment in the quantity outlined in the original approved project narrative submitted before the TRCC or via an independent equipment application made before a TRCC working group, the Recipient Agency will use the equipment according to the terms and conditions contained within this MOU. Additionally, the Parties agree that any letter detailing the receipt of the equipment including the description, serial number and asset management number signed by the Recipient Agency will be incorporated into this MOU. The approved narrative or application is hereby incorporated into this MOU.

5. REQUIREMENTS. The Recipient Agency understands and agrees that by accepting the equipment it must meet and maintain the following requirements:

- a. Be a department who conducts traffic enforcement in the State of Ohio;
- b. Be a department who submits crash reports electronically to ODPS;
- c. If receiving any number of total stations, agree to send at least two users of the total station(s) to training provided by the Ohio State Highway Patrol on the set-up and use of the total stations;
- d. Agree to provide to ODPS quarterly statistics on predetermined performance measures for the equipment;
- e. Maintain the equipment and be responsible for the supplies necessary to operate the equipment.

Recipient Agency understands and agrees that these requirements must be met and maintained for the shelf life of the equipment, not to exceed the number of life cycle years in accordance with Department of Administrative Services policies.

Recipient Agency understands and agrees that if the Recipient fails to meet or maintain these requirements, Recipient Agency will be required to return the equipment to ODPS.

Recipient Agency understands and agrees that the equipment is intended to be used only for traffic safety purposes.

6. GOVERNING LAW. This MOU is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio.

7. MODIFICATION. This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing.

8. EFFECTIVE DATE. The term of this MOU shall become effective upon the signing of both Parties. It will remain in effect for the shelf life of the equipment. In the event that Recipient Agency fails to meet or maintain the requirements outlined in Section 5, Recipient Agency will return the equipment to ODPS and this MOU shall terminate upon return.

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

Ohio Department of Public Safety

Recipient Agency: _____

By: _____
John Born, Director

By: _____
Chief/Sheriff

Date: _____

Date: _____

From: [Deborah Guebert](#)
To: [Elaine McCloskey](#)
Subject: Fwd: More details on the Carbon Tax initiative
Date: Friday, June 15, 2018 3:46:27 PM

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

Dear Elaine,
Please place the letter below in the public record for responses.
Many thanks.
Sincerely,
Deborah

Begin forwarded message:

From: Deborah Guebert <deborah.guebert@gmail.com>
Subject: More details on the Carbon Tax initiative
Date: June 11, 2018 at 8:52:37 AM EDT
To: George Hellinger <GHellinger@delawareohio.net>, Chris Jones <CJones@delawareohio.net>, Lisa Keller <LKeller@delawareohio.net>, Jim Browning <jbrowning@delawareohio.net>, Kyle Rohrer <krohrer@delawareohio.net>, Carolyn Riggie <CRiggie@delawareohio.net>, Kent Shafer <KShafer@delawareohio.net>

Dear Member of the Delaware City Council,

In response to the proposal that you should vote on Monday to support the Comrades' Climate Lobby's household carbon tax, you may be interested in more details.

Let's look at a just one "fact" cited by the CCL. They claim that the increase in recent flooding in Newport News, Virginia, which they classify as a national security issue, indicates an acceleration in the rise of the sea level. A quick internet search on this topic reveals that a significant factor has been omitted from their analysis. The evidence indicates that the land of this coastal area is subsiding, apparently due to the massive extraction of water from underground aquifers.

According to historical records, the increased rate of sea level rise began *before* the industrial era, so cannot be related to the increased use of fossil fuels. Please see here for details: <http://www.co2science.org/articles/V3/N29/C3.php>. In general, the earth has been slowly re-warming since the last Ice Age, having in the more distant past been warm enough for there to be subtropical flora and fauna fossils over much of the earth's surface, including here in the U.S.

On the carbon tax issue itself, here are some facts on how similar programs have worked in America: California, for example, has used "renewable" energy mandates to increase this sector to 25% of its electricity production. The result is that

California now imports 21% of its energy from neighboring states. The conventional plants that can't be built in California are being built in Arizona and Nevada and elsewhere.

As New England and the upper Midwest states have imposed cap-and-trade schemes or renewable energy mandates, electricity imports from Canada have doubled to about 1.6% of American electricity consumption. As new rules shut down many more coal-fired plants, that will probably double or triple again.

(<http://thefederalist.com/2015/08/06/obamas-clean-power-absurdity/>)

Data on the implementation of such programs in Austria and Canada (British Columbia) can be found here: <https://www.cato.org/publications/policy-analysis/case-against-us-carbon-tax#full>.

I think it is clear that such a tax, as with most government interference in pricing, would create some rather perverse outcomes.

Without reasonably affordable and reliable supplies of fossil fuels, very few of us could maintain our current lifestyles. Renewable fuel sources do not at this time have the capacity to supply more than a small fraction of our current usage. Nevertheless, as most of you are probably aware, oil and gas suppliers are under heavy attack - for supplying a product that most of us appreciate having easily available.

As a local citizen, I would be very disappointed to find that our city council would allow itself to be captured by incoherent politics.

Many thanks for your attention on this topic.

Sincerely,
Deborah Kruse Guebert



FACT SHEET

AGENDA ITEM NO: 9

DATE: 06/25/2018

ORDINANCE NO:

RESOLUTION NO: 18-29

READING: THIRD

PUBLIC HEARING: YES
June 25, 2018 @ 7:30 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Darren Shulman, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) CONTRACT WITH BERKSHIRE TOWNSHIP.

BACKGROUND:

06/21/2018 UPDATE: At the last Council meeting, the city attorney referenced an amendment needed to make all of the paperwork for the JEDD match. Specifically, due to a change in the law, residential units are now allowed in JEDDs. While most of the paperwork references this, the tax collection schedule did not. Therefore, it is recommended that Council make a motion at the hearing to revise the tax schedule to reference the ability to include residential property in the JEDD (Berkshire Township has confirmed that it does want to include residential properties in the JEDD). The proposed motion is in the packet and staff recommends passage of the motion during the public hearing.

Staff believes that it will likely be more time intensive and expensive to collect on residential properties than it is to work with a limited number of employers. Since it is unknown what impact this will have on the city's administration of the JEDD tax, staff recommends including language in the JEDD agreement allowing it to reopen discussions regarding the administrative

fee if it turns out the administering the residential portion of the JEDD exceeds the administrative fee.

06/11/2018: In 2015, the City of Delaware and Berkshire Township entered into a Joint Economic Development District in which people who work in the JEDD will pay the city's 1.85% income tax, with the proceeds to be split between the two parties. The City and Township wish to enter into an agreement to create a second JEDD. This JEDD will have an 80/20% split which is in line with other JEDD agreements. The City will continue to provide tax collection services for an administrative fee of up to 4%.

REASON WHY LEGISLATION IS NEEDED:

At the August 14, 2017 City Council Meeting, Council indicated their willingness to participate in the second JEDD under the terms included in the agreement (80/20% split, 4% admin fee, 1% to JEDD Board). The resolution is required because it is an intergovernmental agreement.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

20% of the JEDD income tax collected

POLICY CHANGES:

N/A

PRESENTER(S):

Darren Shulman, City Attorney

RECOMMENDATION:

Approval

ATTACHMENT(S)

Draft Agreement

Map

RESOLUTION NO. 18-29

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) CONTRACT WITH BERKSHIRE TOWNSHIP.

WHEREAS, the City of Delaware (the “City”) and Berkshire Township (the “Township”) previously entered into a Joint Economic Development District (JEDD); and

WHEREAS, based on the success of that JEDD the City and Township wish to enter into an agreement to establish a new Joint Economic Development District in Berkshire Township; and

WHEREAS, employees who work in the JEDD will pay the city’s 1.85 percent income tax; and

WHEREAS, the parties agree that development in the JEDD will impact the city’s infrastructure, specifically in the area of The Point and along 36/37; and

WHEREAS, under the terms of this agreement the City will receive 20 percent of the net revenue generated within the JEDD; and

WHEREAS, the City anticipates using its share of the proceeds to help fund necessary improvements at The Point and along 36/37; and

WHEREAS, the City will administer the tax collection for the JEDD for an administrative fee of up to 4 percent of the gross revenue of the JEDD.

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

SECTION 1. The City Manager is hereby authorized to enter into a Joint Economic Development District (JEDD) contract with Berkshire Township memorializing the mutual understanding of the parties regarding the contract.

JEDD TAX COLLECTION SCHEDULE

The Berkshire Joint Economic Development District No. 2 (the “JEDD”) to be created pursuant to a Joint Economic Development District Contract (the “JEDD Contract”) by and between the City of Delaware, Ohio (the “City”) and Berkshire Township (Delaware County), Ohio (the “Township”) authorizes and anticipates the levy by the board of directors of the JEDD (the “Board”) of a tax on the income of persons working or residing in the JEDD and the net profits of businesses located in the JEDD at the same rate currently levied by the City (1.85%) for distribution to the Board, the City and the Township. Pursuant to Article III of the JEDD Contract and upon timely notice, either the City or the Township may terminate the JEDD Contract if the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date of the JEDD Contract.

MOTION BY THE DELAWARE CITY COUNCIL TO REVISE THE “JEDD TAX COLLECTION SCHEDULE” AND TO APPROVE AND ADOPT AN AMENDED “JEDD TAX COLLECTION SCHEDULE.”

Motion by _____, seconded by _____ to revise the “JEDD Tax Collection Schedule” to be in conformity with the JEDD Contract and the Economic Development Plan and to approve and adopt the amended “JEDD Tax Collection Schedule” now on file with the City Clerk.

Vote: _____ ayes _____ nays

ZONING DISTRICT MAP

with JEDD Properties
Berkshire Township, Delaware County, Ohio

August 8, 2017
Berkshire Township / Delaware City JEDD

JEDD 1		Split 60/40	
Parcel Number		Acres	
41724002001000		60.00	
41724002007000		93.94	
41724002007002		61.33	
Total Acres		215.27	

JEDD 2		Split 80/20	
Parcel Number		Acres	
41721002012000		47.81	
41721002013000		39.59	
41721002014001		6.00	
41722001012004		12.15	
41722001012001		150.72	
41722001012002		127.78	
41722001012003		10.04	
41722001017000		38.90	
41722001018000		23.00	
41721002038000		32.91	
41723001005000		59.63	
41723001004000		17.55	
41723001003000		8.04	
Total Acres		574.12	

Joint Economic Development District

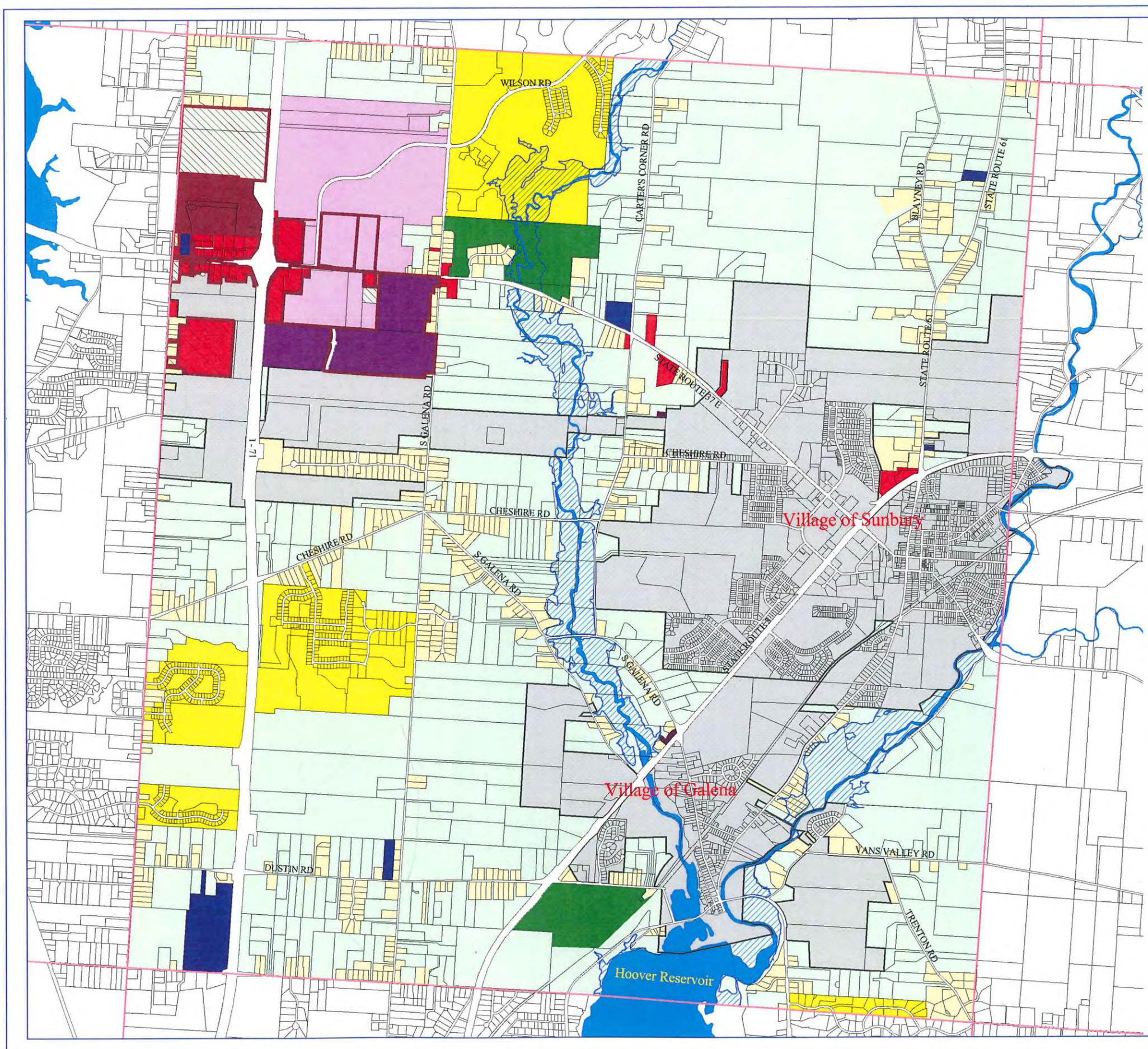
- JEDD 1
- JEDD 2

0 1000 2000 3000 4000 5000 Feet

Scale: 1" = 3000'



Prepared By: Delaware County Regional Planning Commission (740-833-2260)
www.dcrpc.org
Parcel Information Provided by The Delaware County Auditor's Office
Further Information is available by contacting the Auditor's GIS Office (740-833-2070)
Zoning Information provided by Berkshire Township (740-965-9397)
Printed 8/9/2017

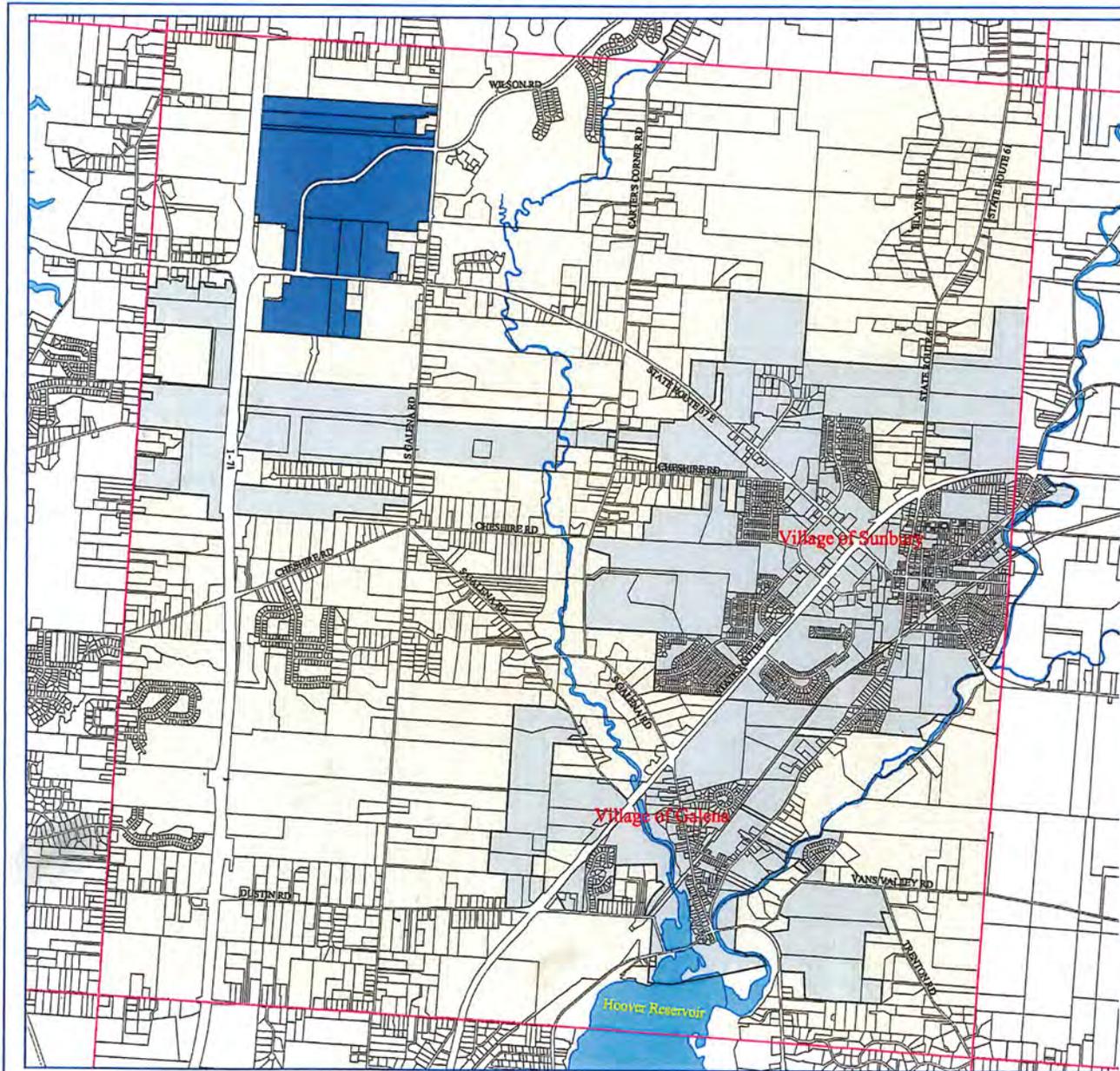


JEDD DISTRICT NO. 2

Berkshire Joint Economic Development
District No. 2

Berkshire Township
Delaware County, Ohio

Exhibit A JEDD Map



 JEDD.

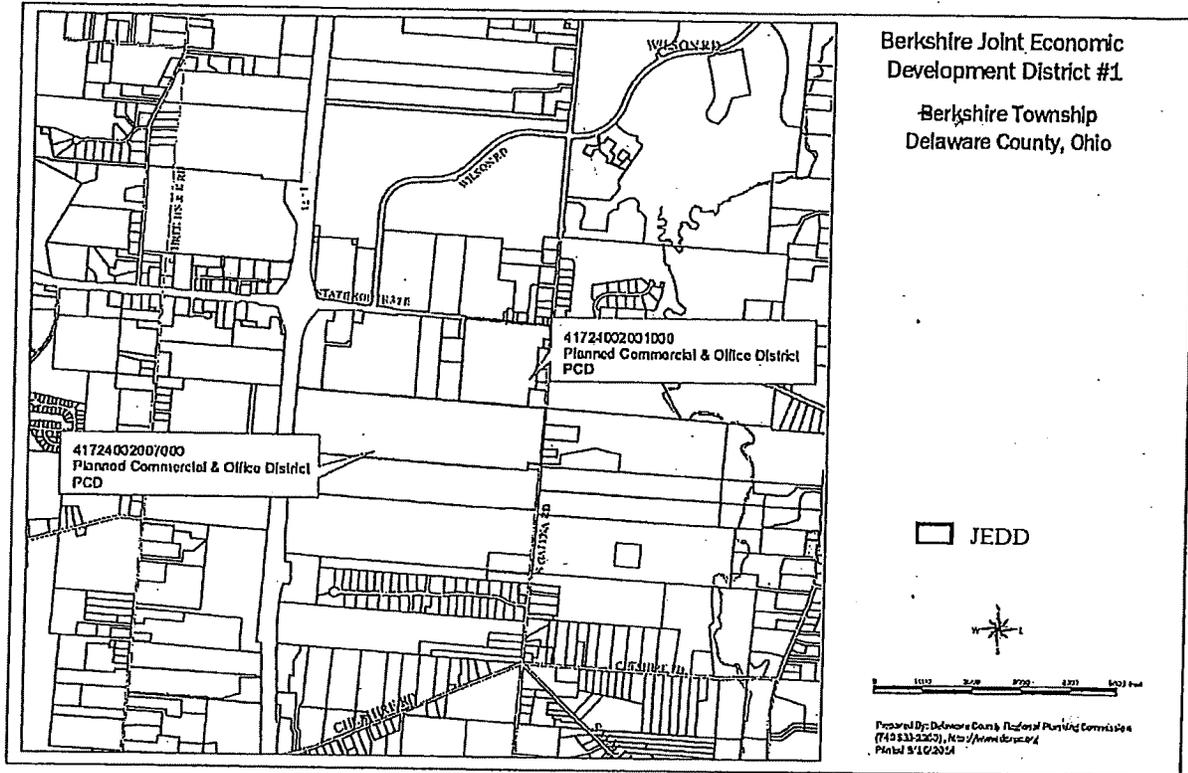


0 1000 2000 3000 4000 5000 6000 7000 8000 Feet

Prepared By: Delaware County Regional Planning Commission (740-833-2260) www.dcrpc.org
Parcel Information Provided by The Delaware County Auditor's Office.
Further Information is available by contacting the Auditor's GIS Office (740-833-2070)
Zoning Information provided by Berkshire Township (740-965-9397)
Printed 4/2/2018

EXHIBIT A
BERKSHIRE-DELAWARE JOINT ECONOMIC DEVELOPMENT DISTRICT

The JEDD consists of Parcel Nos. 41724002007000 and 41724001000as numbered in the real property records of Delaware County, Ohio, and as depicted on the map below.



JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF DELAWARE, OHIO

AND

BERKSHIRE TOWNSHIP (DELAWARE COUNTY), OHIO

Dated as of

June 1, 2018

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Joint Economic Development District Contract (this “Contract”) dated as of June 1, 2018 is entered into by and between the City of Delaware, Ohio (the “City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and laws of the State of Ohio (the “State”) and its Charter, and Berkshire Township (Delaware County), Ohio (the “Township”), a township and political subdivision organized and existing under the laws of the State. (Capitalized terms and words used, but not otherwise defined, in this Contract have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, the JEDD Statutes authorize a municipal corporation and a township to enter into a contract to provide for the creation of a joint economic development district; and

WHEREAS, the City and the Township desire to create a joint economic development district for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the areas of the City and the Township; and

WHEREAS, pursuant to the JEDD Statutes, the Constitution and laws of the State, the Charter and ordinances of the City and resolutions of the Township, the City and the Township desire to enter into this Contract to set forth their agreements with respect to the JEDD, including, but not limited to, their contributions to the JEDD, the creation of the Board, the powers and duties of the Board and the distribution of proceeds of the JEDD Income Tax;

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in this Contract, the City and the Township agree as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 **Definitions.** In addition to “Contract”, “City”, “State” and “Township” defined above, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the Board of Directors of the JEDD established in accordance with the JEDD Statutes and this Contract.

“County” means the County of Delaware, Ohio.

“Effective Date” means the date immediately succeeding the occurrence of all of the following: (i) the City’s and Township’s execution of this Contract, (ii) the thirty-second day after the adoption of the Township’s resolution authorizing this Contract, and (iii) the expiration of any statutory period permitting a referendum of the Township’s resolution or the City’s ordinance authorizing this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“Net Revenues” means Gross Revenues less (a) to the extent the funds available to the Board are insufficient for such purposes, any amount required to pay costs of any audits of the JEDD mandated by the State or any liability imposed on the JEDD or the Board by a court of competent jurisdiction, (b) amounts due to the City pursuant to the JEDD Income Tax Agreement, (c) 1% of the Gross Revenues allocated to the Board pursuant to Section 5.2 and (d) any amount paid or reimbursed pursuant to Section 6.4.

“JEDD” means the Berkshire Joint Economic Development District No. 2 created pursuant to the JEDD Statutes and this Contract and includes the real property described and depicted in Exhibit A to this Contract.

“JEDD Income” means (i) the income earned by persons working or residing in the JEDD and (ii) the net profits of businesses located in the JEDD.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) administer, collect and distribute the JEDD Income Tax in accordance with the Contract and (ii) act as the fiscal agent of the JEDD and the Board.

“JEDD Statutes” means Ohio Revised Code Section 715.72.

Section 1.2 Interpretations. Any reference herein to the County, the City, the Township or the Board or to any officer or employee of the County, the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference herein to a section or provision of the Constitution of the State, the Ohio Revised Code, the Charter of the City or legislation of the County, the City or the Township or any statute of the United States of America, includes that section or provision as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section or provision shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section or provision constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term “heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Unless the context clearly indicates otherwise, any reference to a “Section” is a reference to a section of this Contract.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of reference and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II
JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 **Creation and Territory.** The City and the Township hereby create the “Berkshire Joint Economic Development District No. 2” consisting of real property described and depicted in Exhibit A to this Contract. The provisions set forth in Ohio Revised Code Section 715.72 (R) shall apply to the unincorporated territory of the Township located in the JEDD.

Section 2.2 **Purpose.** The City and the Township are creating the JEDD for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the areas of the City and the Township.

Section 2.3 **Contributions.**

(a) The Township:

(i) shall furnish or cause to be furnished to the JEDD all usual and customary governmental services furnished by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD, including, but not limited to maintenance of township roads, snow removal and general administration; and

(ii) shall provide accommodations, if requested, for meetings of the Board, maintenance of the records of the JEDD and, if reasonably available, as determined by the Township, any necessary clerical staffing for the Board. The Township may also cause certain improvements to property located within the JEDD to be declared a public purpose, the increased value of such property to be exempt from real property taxes for a period of time, the owner(s) of such property to be required to pay service payments in lieu of taxes, and the receipts of such service payments to be used to pay costs of public infrastructure benefitting such property and the JEDD, all in accordance with the Ohio Revised Code; and

(iii) may furnish to the JEDD such services allowed by law as the Township and the Board deem appropriate and agree.

(b) The City:

(i) shall cooperate with and assist the Board in activities that promote, complement and benefit economic development in the JEDD; provided, however, the City is not expected or required to undertake any such activity to the detriment of economic development in the City; and

(ii) shall cooperate with and assist the Township on issues affecting the JEDD, such as planning, zoning and building standards and review; and

(iii) shall provide the services set forth in the Income Tax Agreement; and

(iv) may furnish such services allowed by law as the City and the Board agree upon.

Section 2.4 Economic Development Plan. The Economic Development Plan for the District shall consist of that Economic Development Plan attached hereto and incorporated herein as Exhibit B to this Contract.

(End of Article II)

ARTICLE III
TERM

Section 3.1 **Term.** The term of this Contract shall commence on the Effective Date and shall terminate on December 31, 2119.

Section 3.2 **Prior Termination.** This Contract may be terminated prior to December 31, 2119 by the City or the Township by notice to the other not earlier than 365 days and not later than 180 days prior to the termination date:

(a) if the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date; or

(b) if a final order of a court of competent jurisdiction invalidates the levy of the JEDD Income Tax and no appeal of such order has been filed or the period for such appeal has lapsed.

The termination of this Contract pursuant to (a) or (b) above shall be effective on the date stated in the notice of termination.

Section 3.3 **Actions upon Termination.** Upon termination of this Contract:

(a) the Board shall remain in office for six months to provide for an orderly termination of the JEDD; and

(b) the levy of the JEDD Income Tax shall cease, but the JEDD Income Tax levied prior to the termination shall be collected and distributed in accordance with Article V of this Contract; and

(c) 20% of any remaining assets of the JEDD shall be distributed to the City and 80% of such remaining assets shall be distributed to the Township; provided, however, if any such assets cannot be liquidated, the City and the Township must agree on the value of such assets for their distribution; and

(d) the records of the JEDD shall be given into the custody of the Township and shall be available for inspection or audit by the City or the Township.

(End of Article III)

**ARTICLE IV
THE BOARD**

Section 4.1 Creation, Membership and Appointment of the Board.

(a) Pursuant to the JEDD Statutes, the City and the Township hereby establish the Board to govern the JEDD.

(b) If on the Effective Date there are businesses located and persons working within the JEDD, the Board shall consist of: (i) one member representing the City, (ii) one member representing the Township, (iii) one member representing the owners of businesses located within the JEDD, (iv) one member representing the persons working within the JEDD, and (v) one member selected by the above members.

(c) If on the Effective Date there are no businesses located or persons working within the JEDD, the Board shall consist of: (i) one member representing the City, (ii) one member representing the Township, (iii) one member selected by the above members; provided, however, that if after the Effective Date a business locates or persons commence working within the JEDD, the Board shall be expanded to also include: (iv) a member representing the owners of businesses located within the JEDD, and (v) a member representing the persons working within the JEDD, and provided further that upon the termination of the member selected by the initial two members of the Board, thereafter that member shall be selected by the four members described in (i), (ii), (iv) and (v) of this paragraph.

(d) The City shall appoint the members representing the City and the owners of businesses located within the JEDD, and the Township shall appoint the members representing the Township and the persons working within the JEDD. The City and the Township will make their initial appointment of members of the Board within 60 days after the Effective Date, and the terms of those members shall commence on the first day of the first month commencing 57 days after the Effective Date. The Board shall first meet within the first month that commences 57 days after the Effective Date and shall select the remaining member of the Board – the member described in (v) of paragraph (b) above or in (iii) of paragraph (c) above – within that month for a term commencing the first day of the immediately succeeding month. The initial terms of the members described in (i), (ii), (iii), (iv) and (v) of paragraph (b) above shall be one year, two years, three years, four years and four years, respectively. The initial terms of the members described in (i), (ii) and (iii) of paragraph (c) above shall be one year, two years and three years, respectively.

(e) The initial appointment of the members described in (iv) and (v) of paragraph (c) above shall be for a four year term commencing on the first day of the same month as the terms of the members described in (i) and (ii) of paragraph (c) above commenced, and should commence the first such day after a business locates or a person commences working in the JEDD.

(f) After the initial terms of all members expire, the terms of all members shall be for four years; provided, however, each member shall continue to serve until the member's successor is appointed; and provided further that upon termination of this Contract, the terms of the members then serving shall terminate six months after the termination of this Contract.

(g) The term of any person to fill a vacancy on the Board because of the death, resignation or removal of a member shall terminate when the term of the member removed, resigned or died would have terminated.

(h) The City and the Township covenant to use their best efforts to timely appoint all members of the Board.

(i) The member described in (v) of paragraph (b) above or (iii) of paragraph (c) above shall serve as the Chairperson of the Board.

(j) The members of the Board shall not receive compensation for such membership or for their attendance at meetings of the Board, but may be reimbursed for expenses incurred in performing their duties.

(k) Any member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

Section 4.2 Board Officers and Procedures. The Board shall enact bylaws or other procedures for the governance of the Board, including procedures for the election from its members of a Vice Chairperson and a Secretary-Treasurer; provided, however, the terms of such officers shall not be for a period longer than one year.

Section 4.3 Powers and Duties of the Board.

(a) In addition to the duty to enact bylaws or procedures set forth in Section 4.2, the Board shall:

(i) if it enacts the JEDD Income Tax as authorized by Section 5.1, enter into the JEDD Income Tax Agreement with the City; provided that payments to the City for services rendered pursuant to the Income Tax Agreement shall not exceed 4% of Gross Revenues for any calendar year during the term of the Income Tax Agreement; and

(ii) adopt an annual budget for the Board and the JEDD that estimates the revenues and expenses of the Board and the JEDD; and

(iii) establish an appropriations procedure to provide for payment of the expenses of the Board and the JEDD and the distribution of the JEDD Income Tax in accordance with Section 5.2.

(b) In addition to the authorization to levy the JEDD Income Tax set forth in Section 5.1, the Board is authorized to:

(i) take such actions necessary or convenient to carry out the powers granted in this Contract and/or the JEDD Statutes; and

(ii) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental or appurtenant thereto and the use thereof; and

(iii) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent from others, or operate, facilities for the JEDD; and

(iv) make available the uses or services of any JEDD facilities to one or more persons or government agencies or any combination thereof; and

(v) apply to the proper authorities of the United States pursuant to appropriate laws for the right to establish, operate and maintain foreign trade zones within the JEDD; and

(vi) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with the City or the Township; and

(vii) promote, advertise and publicize the JEDD and its facilities, provide information relating to the JEDD and promote the interests and economic development of the JEDD, the City, the Township, the County and the State; and

(viii) make and enter into contracts and agreements and authorize one or more officers of the Board to sign instruments necessary or incidental to the performance of its duties and the execution of its powers pursuant to this Contract and the JEDD Statutes; and

(ix) employ managers or other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the JEDD; and

(x) receive and accept from any federal or state agency, the Township, the City, the County or other persons grants for or in aid of the construction, maintenance or repair of any JEDD facility, for research and development with respect to JEDD facilities or for programs or other projects of the JEDD, and receive and accept aid or contributions from any source money, property, labor or

other items of value, to be used and applied for the purposes of such grants, aids or contributions and this Contract; and

(xi) purchase fire and extended coverage and liability insurance for any JEDD facility or office, insurance protecting the JEDD and its Board, officers and employees against liability arising from the operations or actions of the Board or the JEDD, and any other insurance the Board may determine to be reasonably necessary; and

(xii) provide guidance and directions on issues regarding tax abatements, economic development incentives, tax increment financing, zoning, traffic and infrastructure within the JEDD and make recommendations regarding the same to appropriate agencies.

(End of Article IV)

ARTICLE V
JEDD INCOME TAX

Section 5.1 Authorization to Levy JEDD Income Tax. The Board is hereby authorized to enact legislation to (a) levy the JEDD Income Tax at the rate currently and hereafter levied by the City on the income of individuals and the net profits of businesses, and (b) adopt regulations, rules or code for the administration, collection and enforcement of the JEDD Income Tax.

Section 5.2 Allocation of Proceeds of the JEDD Income Tax. The City shall, on behalf of the JEDD, and pursuant to the JEDD Income Tax Agreement, collect and administer the JEDD Income Tax.

(a) Gross Revenues shall be used to pay to: (i) the City the amount then due pursuant to the JEDD Income Tax Agreement, (ii) the Board an amount equal to 1% of the Gross Revenues, (iii) the Board, to the extent the funds then available to the Board are insufficient, an amount sufficient to pay costs of any audit of the JEDD mandated by the State or any amount needed to pay any liability imposed on the Board by a court of competent jurisdiction and (iv) the City and/or the Township an amount to reimburse the City and/or the Township for amounts expended pursuant to Section 6.4.

(b) Net Revenues shall be allocated and paid as follows: 20% to the City and 80% to the Township.

(c) Within 30 days of the last day of March, June, September and December of each year (or if any such date is not a business day, on the immediately succeeding business day), the City shall, on behalf of the JEDD (i) pay from the Gross Revenues to the City the amounts then due pursuant to (a) above, (ii) calculate and pay the amounts due from the Net Revenues for the prior three months to the Board, the City and the Township pursuant to (b) above, and (iii) provide an accounting of the receipts and uses of the proceeds of the JEDD Income Tax for the prior three months, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due from the Net Revenues to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount to be paid.

(d) It is expressly understood and agreed that amounts received by the Board, the City and the Township may be used by each of the entities for any lawful purpose in each's sole discretion.

(End of Article V)

**ARTICLE VI
MISCELLANEOUS**

Section 6.1 **Fiscal Year.** The fiscal year of the JEDD shall commence on January 1 of each calendar year and shall terminate on December 31 of the same calendar year.

Section 6.2 **Reports and Records.** Within 30 days of the effective date of this Contract, the Board shall notify the Auditor of State of the State of Ohio of the creation of the JEDD and the Board.

Within three months after the end of each fiscal year of the JEDD, the Board shall compile and distribute to the City and the Township a report setting forth all revenues received by the JEDD during the preceding fiscal year and all disbursements made during that fiscal year.

Within three months prior to the commencement of each fiscal year of the JEDD, the Board shall prepare and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenses of the JEDD.

All books, records, documentation, and financial information of the JEDD shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the JEDD shall fully cooperate with the City or the Township in fulfilling such a request.

Section 6.3 **Amendments.** Except for any amendment of this Contract or the JEDD to increase the territory of the JEDD, this Contract may be amended by the City and the Township pursuant to a written amendment authorized by the respective legislative authorities of the City and the Township. Any real property located within the JEDD may be removed from the JEDD pursuant to a written amendment duly authorized by the City and the Township. Following a duly authorized amendment removing real property from the JEDD, such property shall be deleted from the territory of the JEDD and is then no longer subject to the terms of the Contract. Any amendment of this Contract or the JEDD to increase the territory of the JEDD shall be subject to the provisions of the JEDD Statutes for adding areas to the JEDD.

Section 6.4 **Support of Contract; Execution of Other Documents.** The City and the Township shall support this Contract and shall defend the same against any lawsuits brought against the JEDD, the Board, the City or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any lawsuit brought against the JEDD, the Board, the City or the Township shall be paid or reimbursed from Gross Revenues.

The engineering and surveying expenses and fees which were incurred by the Township in preparing both a description of the JEDD and a map denoting the boundaries of the JEDD shall be reimbursed from Gross Revenues prior to any distributions to the JEDD Parties. The Township shall also be reimbursed from Gross Revenues the legal fees and expenses incurred by the Township in preparing various documents needed to create the JEDD, provided that the legal fees and expenses reimbursed shall not exceed the sum of \$10,000.00. If the Gross Revenues are

insufficient at any time to pay any such expenses and fees, the Township shall be reimbursed when such revenues are available for that reimbursement.

The City and the Township each agree to cooperate with the others in the implementation of this Contract and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Contract.

Section 6.5 Binding Effect. All rights, benefits, and privileges under this Contract shall inure only to the City and the Township, and no third parties shall have any right to claim any rights, benefits, or privileges under this Contract. Each covenant, agreement or obligation of the City or the Township under this Contract is binding on each officer of the City or Township, respectively, who has the authority or duty from time to time under the laws of the State to take any action which may be necessary or advisable to observe or perform the covenant, agreement or obligation.

Section 6.6 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.7 Severability. The invalidity or unenforceability of any one or more provision of this Contract shall not affect the validity or enforceability of the remaining provisions of this Contract or any part thereof and the same shall remain in full force and effect.

Section 6.8 Governing Law and Choice of Forum. This Contract shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question regarding this Contract or its breach will be decided in a court of competent jurisdiction within the State.

Section 6.9 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) (A) the City at City of Delaware, Ohio, 1 South Sandusky Street, Delaware, Ohio 43015, Attention: City Manager, (B) the Township at Berkshire Township, 1454 Rome Corners Road, Galena, Ohio 43021, Attention: Administrator, and (C) to the Board, at Chair, Board of Directors, Berkshire Joint Economic Development District No. 2 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

All payments shall be made to (i) (A) the City at City of Delaware, Ohio, 1 South Sandusky Street, Delaware, Ohio 43015, Attention: Finance Director, (B) the Township at Berkshire Township, 1454 Rome Corners Road, Galena, Ohio 43021, Attention: Fiscal Officer, and (C) to the Board, at Chair, Board of Directors, Berkshire Joint Economic Development District No. 2 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

Section 6.10 Entire Agreement. This Contract is the only and entire agreement between the City and the Township regarding the JEDD.

(End of Article VI)

IN TESTIMONY WHEREOF, the City and the Township have subscribed to this JEDD Contract by their duly authorized officers:

**BERKSHIRE TOWNSHIP
(DELAWARE COUNTY), OHIO**

Date: _____, 2018

By: _____
Township Administrator

CITY OF DELAWARE, OHIO

Date: _____, 2018

By: _____
City Manager

FISCAL OFFICERS' CERTIFICATIONS

The undersigned fiscal officer of Berkshire Township (Delaware County), Ohio hereby certifies that the moneys require to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Berkshire Township (Delaware County), Ohio

The undersigned fiscal officer of the City of Delaware, Ohio hereby certifies that the moneys require to meet the obligations of the City during the calendar year 2018 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Finance Director
City of Delaware, Ohio

**EXHIBIT A
BERKSHIRE TOWNSHIP JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 2**

DESCRIPTION OF THE JEDD

The JEDD consists of twelve (12) complete parcels and a portion of one parcel, all of which are located within Berkshire Township, Delaware County, Ohio. The map attached as Exhibit A shows the location of these properties. The complete parcels located within the JEDD consist of the following parcels as numbered and in the records of the County Auditor of Delaware County, Ohio:

	<u>Parcel Number</u>	<u>Current Zoning</u>
1.	41721002013000	Planned Commercial District
2.	41721002014001	Planned Commercial District
3.	41722001012004	Planned Commercial District
4.	41722001012001	Planned Commercial District
5.	41722001012002	Planned Commercial District
6.	41722001012003	Planned Commercial District
7.	41721002038000	Planned Commercial District
8.	41722001017000	Agriculture/Planned Mixed Use Dist.
9.	41722001018000	Planned Commercial District
10.	41723001005000	Agriculture/Planned Mixed Use Dist.
11.	41723001004000	Agriculture/Planned Mixed Use Dist.
12.	41723001003000	Agriculture/Planned Mixed Use Dist.

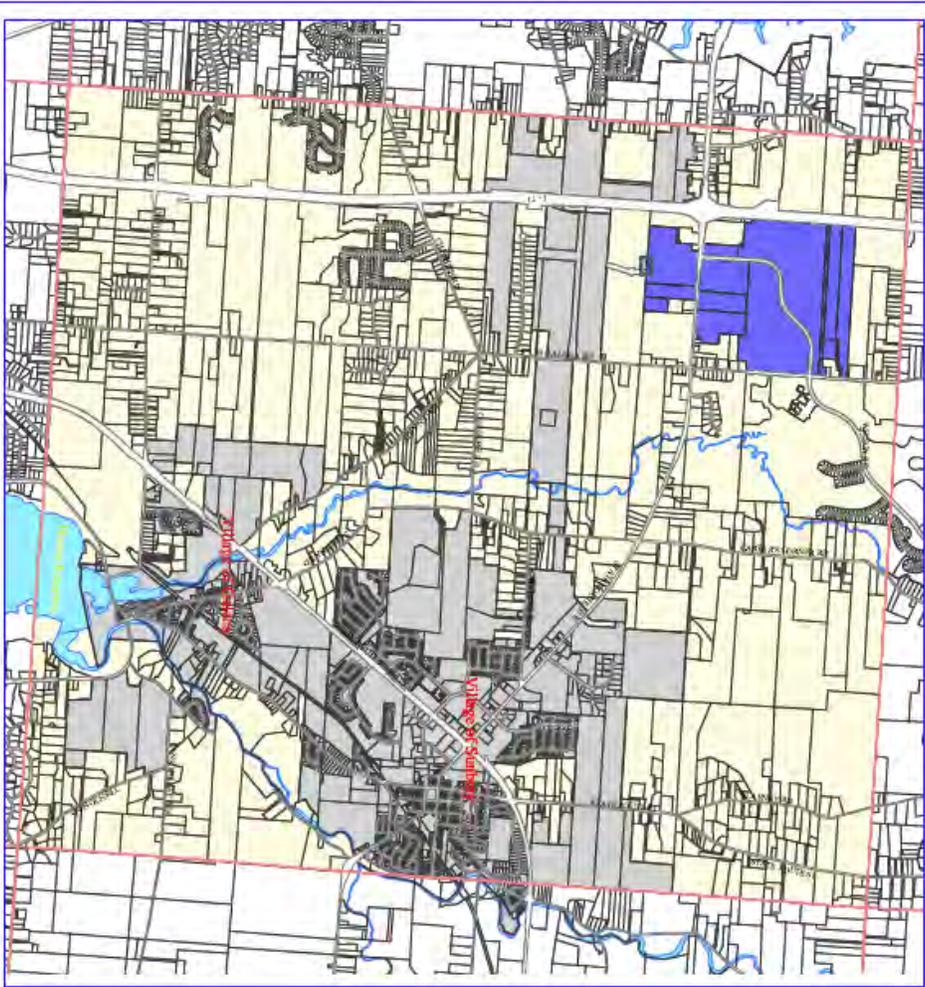
Except for that portion described on Exhibit A-1, which is attached hereto and incorporated herein, the remainder of Parcel Number 41721002012000 is located within the JEDD, with this property being currently zoned Planned Commercial District.

Parcel Numbers Eight (8) through Twelve (12) above are encompassed within the Planned Mixed Use District.

Parcel Numbers One (1) through Seven (7), as well as that portion of Parcel Number 41721002012000 located in the JEDD, are encompassed within the 36/37 Planned Mixed Use District.

**EXHIBIT A (CONTINUED)
BERKSHIRE TOWNSHIP JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 2**

DESCRIPTION OF THE JEDD



Berkshire Joint Economic Development
District No. 2

Berkshire Township
Delaware County, Ohio

Exhibit A
JEDD Map

 JEDD



0 1000 2000 3000 4000 5000 6000 7000 8000 Feet

Prepared by: Delaware County Regional Planning Commission (740.853.5200) www.dcrpc.org
This map was prepared by the Delaware County Regional Planning Commission. The information is provided for reference only. The Delaware County Office of Planning and Economic Development (740.853.5200) is the primary source of information for this map. The information is provided for reference only. The Delaware County Office of Planning and Economic Development (740.853.5200) is the primary source of information for this map. The information is provided for reference only. The Delaware County Office of Planning and Economic Development (740.853.5200) is the primary source of information for this map.

EXHIBIT A (CONTINUED)
BERKSHIRE TOWNSHIP JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 2

EXHIBIT A-1
DESCRIPTION OF THE JEDD

LEGAL DESCRIPTION
0.075 Acre, 3270.75 S.F.

Situated in the State of Ohio, County of Delaware, Township of Berkshire, being part of Farm Lot 2, Section 2, Township 4, Range 17, of the United States Military Lands, and being a 47.814 acres parcel as conveyed to Northstar Commercial Development LLC. in Official Record Volume 1256, Pages 961-967 and being more particularly described as follows;

Beginning in the center of North Galena Road and at the Southeasterly corner of a 48.935 acres parcel as conveyed to Mark W. Fisher, Trustee and Brenda S. Fisher, Trustee in Official Record Volume 1399, Pages 2590 and Northeasterly corner of said 47.814 acres parcel as conveyed to Northstar Commercial Development LLC.;

Thence, North 86° 38' 10" West, along the southerly line of said 48.935 acres parcel and the northerly line of said 47.814 acres parcel a distance of 2029.93 feet to a point;

Thence, South 3° 21' 50" West, a distance of 108.39 feet to a point and the Principal Place of Beginning;

Thence, South 3° 34' 51" West, a distance of 7.40 feet to a point;

Thence, South 86° 25' 09" East, a distance of 4.00 feet to a point;

Thence, South 3° 34' 51" West, a distance of 10.60 feet to a point;

Thence, South 86° 25' 09" East, a distance of 9.80 feet to a point;

Thence, South 3° 34' 51" West, a distance of 34.80 feet to a point;

Thence, North 86° 25' 09" West, a distance of 9.80 feet to a point;

Thence, South 3° 34' 51" West, a distance of 10.60 feet to a point;

Thence, North 86° 25' 09" West, a distance of 4.00 feet to a point;

Thence, South 3° 34' 51" West, a distance of 7.40 feet to a point;

Thence, North 86° 25' 09" West, a distance of 20.60 feet to a point;

Thence, North 3° 34' 51" East, a distance of 15.50 feet to a point;

Thence, North 86° 25' 09" West, a distance of 15.24 feet to a point;

Thence, North 43° 14' 44" West, a distance of 5.70 feet to a point;

Thence, North 3° 34' 51" East, a distance of 27.70 feet to a point;

Thence, North 86° 25' 09" West, a distance of 7.70 feet to a point;

Thence, North 3° 34' 51" East, a distance of 23.70 feet to a point;

Thence, South 86° 25' 09" East, a distance of 47.70 feet to a point and the Place of Beginning of the herein described;

Containing 0.075 acres of land, more or less. Subject to all easements, restrictions, and rights-of-way of record.

The basis of bearing is based on the bearing as referenced to the NAD83 (2011) horizontal frame as determined by the NGS. Ohio (State Plane Coordinates) (North Zone)

EXHIBIT A (CONTINUED)
BERKSHIRE TOWNSHIP JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 2

EXHIBIT A-1
DESCRIPTION OF THE JEDD

All references are to records of the Recorder's Office, Delaware County, Ohio.

All iron pins set are 5/8" rebar with a yellow plastic cap stamped "POMEROY & ASSOC."

This description is based on a field survey performed by Pomeroy and Associates, LTD.
in August 2017.

Pomeroy & Associates, Ltd.

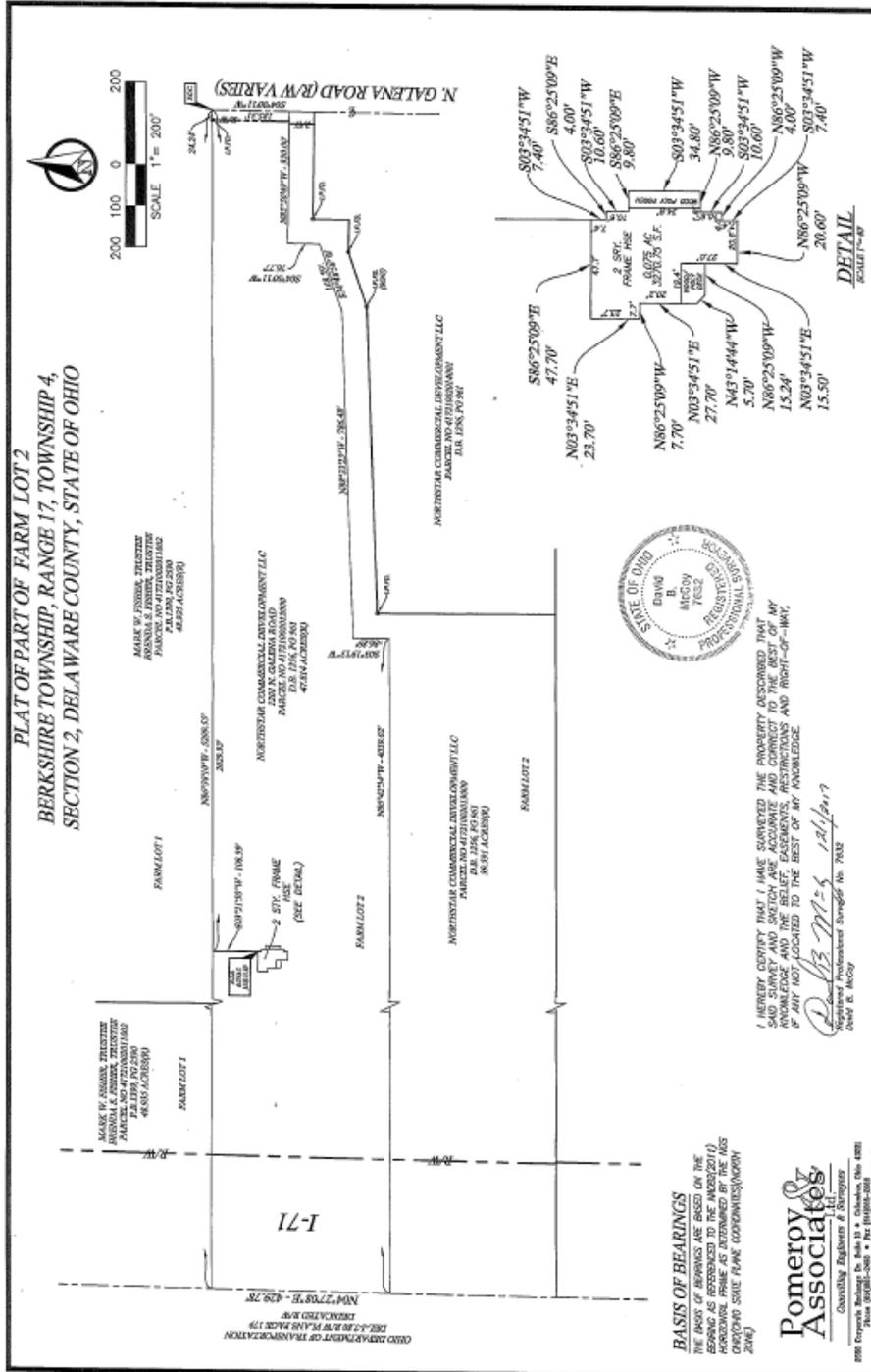


David B. McCoy 12/1/2017
David B. McCoy

Registered Professional Surveyor No. 7632

EXHIBIT A (CONTINUED)
BERKSHIRE TOWNSHIP JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 2

EXHIBIT A-1
DESCRIPTION OF THE JEDD



BAISIS OF BEARINGS

THE BASIS OF BEARINGS ARE BASED ON THE BEARINGS AS REFERENCED TO THE MERIDIAN (1) AND THE BEARINGS AS REFERENCED TO THE MERIDIAN (2) ON THE SAME DATE AS THE SURVEY WAS MADE.

Pomeroy Associates
 Consulting Engineers & Surveyors
 1000 Corporate Center Dr., Suite 100 • Columbus, Ohio 43210
 Phone (614) 461-2000 • Fax (614) 461-2000



I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED THAT SAID SURVEY AND SECTION BEING ASSUMED AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE BEARINGS AND DISTANCES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

David R. McCoy
 Registered Professional Surveyor No. 7632
 David R. McCoy

EXHIBIT B
BERKSHIRE TOWNSHIP JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 2

ECONOMIC DEVELOPMENT PLAN

The economic development plan for the Berkshire Joint Economic Development District No. 2 (the “JEDD”) to be created pursuant to a Joint Economic Development District Contract (the “JEDD Contract”) by and between the City of Delaware, Ohio (the “City”) and Berkshire Township (Delaware County), Ohio (the “Township”) will be the (i) construction of certain commercial and residential improvements in the corridor surrounding the interchange of Interstate 71 and State Routes 36 and 37, and (ii) the construction of public infrastructure (the “Public Infrastructure”) to facilitate and support the commercial and residential development, including, but not limited to, the construction of roadway improvements; construction and installation of public utility improvements; construction and installation of gas, electric and communication service facilities; construction and installation of stormwater and flood remediation projects and facilities; streetscape and landscaping improvements; acquisition of easements and other interests in real estate; and other public infrastructure located within the City and the Township, together with all necessary or appropriate appurtenances.

The construction of the commercial and residential improvements is expected to occur over the next 10-20 years.

The JEDD Contract provides that the Township shall furnish or cause to be furnished to the JEDD all usual and customary governmental services provided by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD, provide accommodation, if requested, for meetings of the Board, maintenance of the records of the JEDD and, if reasonably available, as determined by the Township, any necessary clerical staffing for the Board, and the Township may declare certain improvements to property located within the JEDD to be a public purpose, exempt the increased value of such property from real property taxes for a period of time, require the owner(s) of such property to pay service payments in lieu of the exempted real property taxes and use the receipts of such property taxes to pay costs of the Public Infrastructure, all in accordance with Ohio Revised Code Sections 5709.73, 5709.74 and 5709.75; and provide such services allowed by law as the Township and the board of directors (the “Board”) of the JEDD may agree. The JEDD Contract provides that the City shall cooperate and assist the Board in activities that promote, compliment and benefit economic development in the JEDD; shall cooperate and assist the Township on issues affecting the JEDD, such as planning, zoning and building standards and review; administer, collect and distribute the income tax expected to be levied by the Board on the income of persons working in the JEDD and the net profits of businesses located in the JEDD; act as fiscal agent for the JEDD and the Board; and furnish such services allowed by law as the City and the Board agree.

The JEDD Contract authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the JEDD and the net profits of businesses located in the JEDD at the same rate currently levied by the City (currently 1.85%) for distribution to the Board, the City and the Township.

NOTICE OF PUBLIC HEARING

The City of Delaware of Delaware County, Ohio will conduct a public hearing at 7:30 p.m. on June, 25, 2018 at City Hall located at 1 S. Sandusky Street, Delaware, Ohio, concerning a proposed Joint Economic Development District Contract (the “JEDD Contract”) by and between Berkshire Township and the City of Delaware and the proposed Berkshire Joint Economic Development District No. 2 (the “JEDD”) to be established by the JEDD Contract. Additional information is available on the City’s website at <http://www.delawareohio.net/city-council-2018/>

BY NOTICE OF THE CITY COUNCIL CLERK

Elaine McCloskey, Council Clerk

Please publish the foregoing notice one (1) time only on **May 23, 2018**

Please send bill and proof of publication to:

Elaine McCloskey, Council Clerk
Darren Shulman, City Attorney
1 S. Sandusky Street
Delaware, Ohio 43015

AFFP

Affidavit of Publication

STATE OF OHIO } SS
COUNTY OF DELAWARE }

Deedee A Cochenour, being duly sworn, says:

That she is Customer Service Rep of the DELAWARE GAZETTE, a daily newspaper of general circulation, printed and published in DELAWARE, DELAWARE County, OHIO; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

May 23,2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Deedee A Cochenour

Subscribed to and sworn to me this 23rd day of May 2018

Diana J Deweese

Diana J. Deweese, DELAWARE County, OHIO

My commission expires: August 20, 2019

\$ 63.00

40017428 90025994 740-203-1000

City Of Delaware
One S Sandusky St
Delaware, OH 43015

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BY NOTICE OF THE CITY COUNCIL CLERK
Elaine McCloskey, Council Clerk

May 23 2018 1T
90025994



DIANA J. DEWEESE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 20, 2019
Recorded in
Delaware County

Page : 1 of 1 05/16/2018 12:29:39

Order Number : 90025994
PO Number :
Customer : 40017428 City Of Delaware
Contact :
Address1 : One S Sandusky St
Address2 :
City St Zip : Delaware OH 43015
Phone : (740) 203-1000
Fax :
Credit Card :
Printed By : JDEWEESE
Entered By : JDEWEESE

Keywords : NOTICE OF PUBLIC HEARING The City of Delaware of D
Notes :
Zones :

Ad Number : 90052468
Ad Key :
Salesperson : DG06 - Diana Deweese
Publication : 2301-Delaware Gazette
Section : Legals
Sub Section : Legals
Category : Legals
Dates Run : 05/23/2018-05/23/2018
Days : 1
Size : 2 x 1.77, 15 lines
Words : 101
Ad Rate : Legal - dlo13
Ad Price : 63.00
Amount Paid : 0.00
Amount Due : 63.00

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Elaine McCloskey, Council Clerk

May 23 2018 1T
90025994

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BY NOTICE OF THE CITY COUNCIL CLERK

Elaine McCloskey, Council Clerk

May 23 2018 1T

90025994



FACT SHEET

AGENDA ITEM NO: 10

DATE: 06/25/2018

ORDINANCE NO: 18-47

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
June 25, 2018 at 7:35 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY DELAWARE BIBLE CHURCH FOR A A TEMPORARY TRAILER (MODULAR CLASSROOM) ON APPROXIMATELY 7.53 ACRES ZONED R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) AND LOCATED AT 45 BELLE AVENUE.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1148 Conditional Use Regulations of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 6-0 on June 6, 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. 18-47

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY DELAWARE BIBLE CHURCH FOR A TEMPORARY TRAILER (MODULAR CLASSROOM) ON APPROXIMATELY 7.53 ACRES ZONED R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) AND LOCATED AT 45 BELLE AVENUE.

WHEREAS, the Planning Commission at its meeting on June 6, 2018 recommended approval of a Conditional Use Permit request by Delaware Bible Church for approval of a Conditional Use Permit for a temporary trailer (modular classroom) on approximately 7.53 acres zoned R-3 (One-Family Residential District) and located at 45 Belle Avenue. (2018-1061).

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

SECTION 1. That the Conditional Use Permit request by Delaware Bible Church for approval of a Conditional Use Permit for a temporary trailer (modular classroom) on approximately 7.53 acres zoned R-3 (One-Family Residential District) and located at 45 Belle Avenue, is hereby confirmed, approved and accepted with the following conditions that:

1. The proposed modular classroom shall be permitted for three years from the time of City Council approval.
2. The proposed modular classroom shall achieve compliance with all building code requirements.
3. The proposed modular classroom shall achieve compliance with all fire department requirements.
4. The proposed modular classroom shall achieve compliance with all engineering requirements.
5. Any proposed signage shall achieve compliance with the zoning code
6. Any lighting shall achieve compliance with the zoning code and shall be approved by the Chief Building Official.
7. All dead, damaged or diseased evergreen trees shall be replaced with a minimum 6 foot high evergreen trees at installation along the western property line to supplement the existing landscaping adjacent to the single family residential subdivision.
8. The modular classroom shall be relocated to the north so the existing asphalt drive can encircle the subject structure to have 360 degree access per the fire department.

9. The proposed security fence shall have gates that can be accessed by the Fire Department at the asphalt drive locations.

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 NUMBERS: 2018-1061
REQUEST: Conditional Use Permit
PROJECT: Delaware Bible Church
MEETING DATE: June 6, 2018

APPLICANT/OWNER

Delaware Bible Church
45 Belle Avenue
Delaware, Ohio 43015

REQUESTS

2018-1061: A request by Delaware Bible Church for approval of a Conditional Use Permit for a temporary trailer (modular classroom) on approximately 7.53 acres zoned R-3 (One-Family Residential District) and located at 45 Belle Avenue.

PROPERTY LOCATION & DESCRIPTION

The subject property is located at 45 Belle Avenue just west of South Sandusky Street and south of Belle Avenue and encompasses approximately 7.53 acres (six total parcels). The western portion of the subject property is zoned R-3 where the temporary trailer (modular classroom) would be located and the eastern portion of the site fronting South Sandusky Street is zoned B-3 (Community Business District). The properties to the north are zoned R-3, the properties to the south are zoned R-6 (Multi-Family Residential District), the properties to the west are zoned R-3 and R-4 (Medium Density Residential District) while the property to the east is un-zoned dedicated right-of-way (South Sandusky Street and US 42),

BACKGROUND/PROPOSAL

The subject church was constructed in 1960 per the Delaware County Auditor and encompasses approximately 7.53 acres on six parcels. The church is requesting to locate a 1,632 square foot (24'x 68') double wide modular classroom manufactured by Manufactured Structures Corporation on the western portion of the property just west of the existing buildings. The Schools' intent is to utilize the temporary trailer for module classrooms for three years. The zoning code allows for temporary trailers (modular classrooms) to be used as temporary classrooms in the R-3 zoning district but requires Conditional Use Permit approval if the time duration requested exceeds 45 days. The Planning Commission shall establish the expiration date of such temporary permit.

STAFF ANALYSIS

- **ZONING:** As mentioned above, the subject parcel is zoned R-3 which would require a Conditional Use Permit approval by the Planning Commission and City Council for the temporary trailer (modular classroom) per Chapter 1149(c) ii of the zoning code.
- **BUILDING DEPARTMENT:** The modular classroom would have to achieve compliance with all building code requirements which includes the following items per the Chief Building Official:
 - 1) The building is over 100 square feet and is required to have bathroom facilities. 2902.3 OBC.
 - 2) The building must be accessible.
 - 3) There must be an accessible route to the assessable entrance. If the occupant load is 50 or more, then two means of egress are required and 60% percent of those exists must be accessible.
 - 4) The structure will be considered a moved structure and must meet all footing loads, wind loads, wind up lift, etc.
 - 5) OBC 423.1 will require a storm shelter for the aggregate occupant load of the Group E Occupancy.

A building code variance would need to be approved by the Ohio Department of Commerce Board of Building Appeals to override any of the above building code requirements identified by the Chief Building Official.

- **GENERAL ENGINEERING:** The engineering department indicated no formal engineering drawings are required because of the minimum site plan revisions. However, the modular classroom would have to the have the appropriate utilities per the building and fire departments requirements. Any engineering drawings should be included with the building permit application for review.

- **ROADS AND ACCESS:** The access to the site for staff, students and patrons would remain the same from South Sandusky Street and Belle Avenue to the existing parking lot. However, emergency access to the modular classroom would be from two existing curb cuts on Belle Avenue through asphalt drives that loop in this area. The fire department requires the applicant to provide information to ensure the turn radius and the existing asphalt drives strength and width achieves compliance with their requirements.
- **SITE CONFIGURATION:** The proposed 1,632 square foot modular classroom would be located just west of the main building approximately 43.8 feet from the west property line and adjacent to the Belleview Addition subdivision. Per the zoning code, the minimum rear/side yard setback is 40 feet and front yard setback is 120 feet. This proposal achieves compliance with the setbacks. The modular classroom would be located between two asphalt drives that extend to Belle Avenue but is located on the loop of the asphalt drive that would not allow 360 degree access to the modular classroom for the fire department. The modular classroom shall be located further north where the asphalt drives can encircle the subject modular classroom and have 360 degree access for health, safety and general welfare reasons. The modular classroom would be constructed on 3-4 foot high piers with electric and HVAC services but would not have restrooms per the applicant. Also, the school is proposing a 6 foot high chain link fence to encircle the modular classroom and subject area for security purposes.
- **DESIGN:** The proposed one story modular classroom would be constructed on 3-4 foot high piers and would have a wood frame construction with aluminum siding and an asphalt shingled roof not to exceed 13.5 feet in height. A ramp with wood rails would access the modular classroom which would have an interior room height of eight feet. A wood skirt would surround the modular classroom for aesthetic purposes.
- **LANDSCAPING & SCREENING:** No additional landscaping is proposed in this application. Currently, there are two rows of evergreen trees along the western property line in this area. Staff recommends that all dead, damaged or diseased evergreen trees shall be replaced with a minimum 6 foot high evergreen trees at installation along the western property line to supplement the existing landscaping adjacent to the single family residential subdivision.
- **TREE PRESERVATION:** No trees would likely be removed in the construction of the modular classroom. However, if any existing trees 6 inches in caliper size or larger are removed they would have to be replaced per Chapter 1166 Tree Preservation Regulations.
- **SIGNAGE:** No additional signage is requested in this proposal but any additional signage would have to achieve compliance with the minimum zoning requirements.
- **LIGHTING:** No additional site lights are identified in the submittal but if any lighting is proposed it would have to achieve compliance with zoning code requirements and be approved by the Chief Building Official.
- **CONDITONAL USE PERMIT:** Staff has reviewed this application for compliance with the Conditional Use Permit general review criteria. These criteria prescribe that the location, design, accessibility, and compatibility of existing and adjacent uses will not be detrimental to or endanger the public health, safety or general welfare. With the proposed conditions recommended by staff, the subject modular classroom would likely achieve compliance with the general review criteria.

STAFF RECOMMENDATION – CONDITONAL USE PERMIT 2018-1061)

Staff recommends approval of a request by Delaware Bible Church for approval of a Conditional Use Permit for a temporary trailer (modular classroom) on approximately 7.53 acres zoned R-3 (One-Family Residential District) located at 45 Belle Avenue, with the following conditions that:

1. The proposed modular classroom shall be permitted for three years from the time of City Council approval.
2. The proposed modular classroom shall achieve compliance with all building code requirements.
3. The proposed modular classroom shall achieve compliance with all fire department requirements
4. The proposed modular classroom shall achieve compliance with all engineering requirements.
5. Any proposed signage shall achieve compliance with the zoning code
6. Any lighting shall achieve compliance with the zoning code and shall be approved by the Chief Building Official.

7. All dead, damaged or diseased evergreen trees shall be replaced with a minimum 6 foot high evergreen trees at installation along the western property line to supplement the existing landscaping adjacent to the single family residential subdivision.
8. The modular classroom shall be relocated to the north so the existing asphalt drive can encircle the subject structure to have 360 degree access per the fire department.
9. The proposed security fence shall have gates that can be accessed by the Fire Department at the asphalt drive locations.

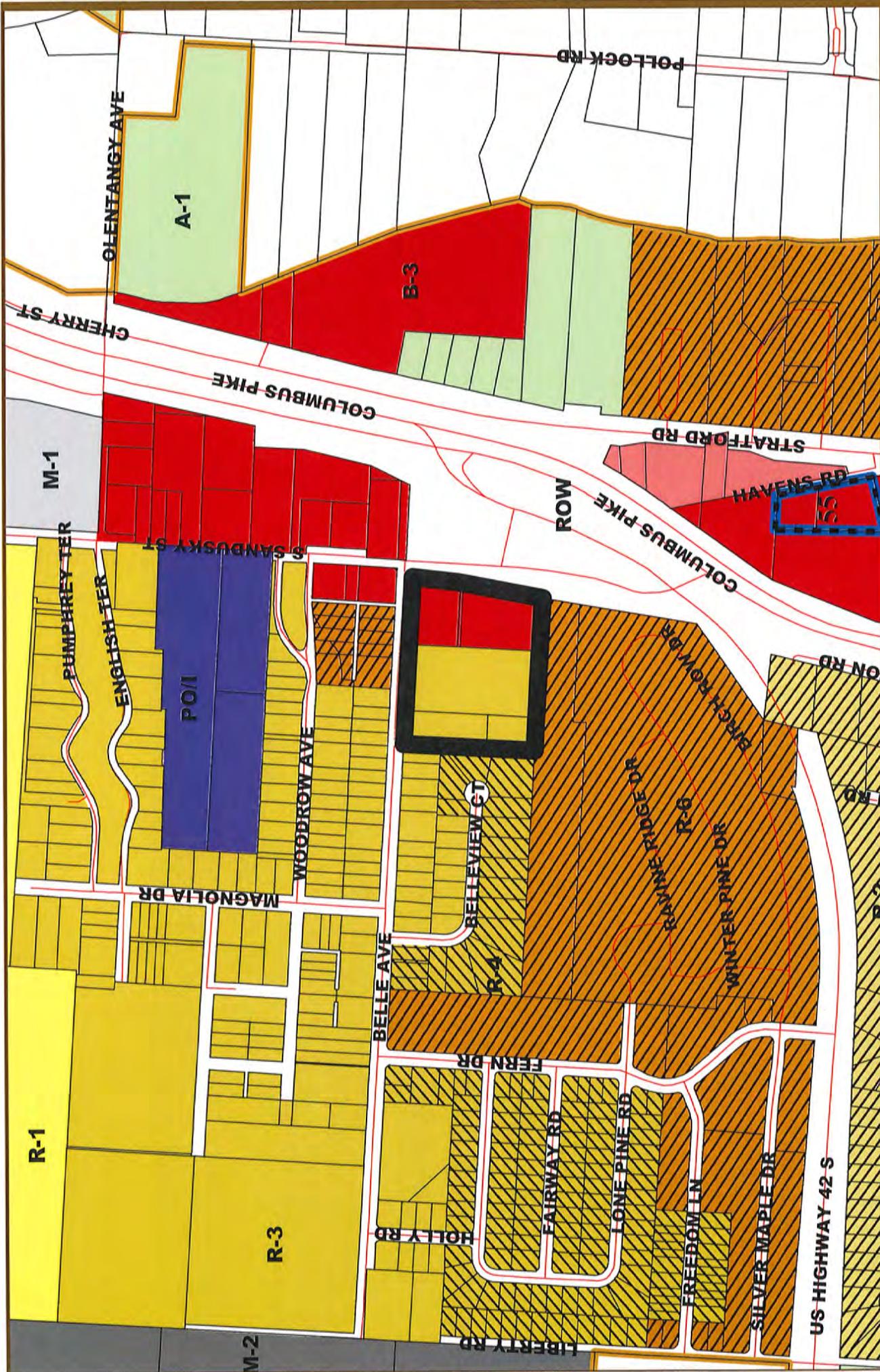
GENERAL REVIEW CRITERIA FOR ALL CONDITIONAL USE PERMITS

1. Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area.
2. Will not be detrimental to property values in the immediate vicinity.
3. Will not restrict or adversely affect the existing use of the adjacent property owners.
4. Will be designed and constructed so that all access drives, access points to public streets, driveways, parking and service areas shall be in compliance with the regulations set forth in Chapter 1161.
5. Will be properly landscaped in accordance with Chapter 1166.
6. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare.
7. That the establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
9. That adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets and to maximize public safety.
10. That the establishment of the conditional use will not be detrimental to the economic welfare of the community by creating excessive additional requirements or public cost for public facilities such as police, fire and schools.
11. That there is minimal potential for future hardship on the conditional uses that could result from the proposed use being surrounded by uses permitted by right that may be incompatible.



2018-1061
 Conditional Use Permit
 Delaware Bible Church - 45 Belle Avenue
 Location Map





2018-1061
 Conditional Use Permit
 Delaware Bible Church - 45 Belle Avenue
 Zoning Map





2018-1061
Conditional Use Permit
Delaware Bible Church - 45 Belle Avenue
Aerial (2016) Map



Chad Hines, P.E.

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Lockbourne, OH 43137

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Chad Hines, P.E.
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May 31, 2009

RE: Model 2444 - 23'-6" x 40'-0" Modular Classroom

I have completed a plan review for the modular structure listed above. The intent of this review is to determine if the plans are in compliance with the 2007 Ohio Building Code and referenced standards. I have reviewed the following drawings prepared by Mobilease Modular Space, dated 6/5/03, Job No: 2003-109, Model: 2444 Modular Classroom.

Drawing Number	Description
CVR	Cover Sheet
#1	Specifications
#2	Elevations
#3	Floor Plan
#4	Electrical Plan
#5	HVAC Layout
#6	Cross Section
#7	Blocking Points Plan
#8	Deck, Stair, Ramp Details



The above listed plans have been found to be in conformance with the 2007 Ohio Building Code and referenced standards with the following exceptions.

1. OBC Chapter 16; Structural Loading Requirements;
Drawing #CVR, Seismic Zone and Maximum Wind Load are not per current code standards.
The construction of this modular unit consists of plywood sheathed wood trusses and plywood sheathed wood stud walls. Upon review, this typical wood frame construction does provide the necessary strength to resist the current design seismic and wind forces required in Ohio. .
2. OBC 2308.9.2 Top plates;
Drawing #1, Specifications conflicts with Drawing #6, Cross Section.
Exterior Walls Top plate is listed as a single 2x4 #3 SPF on Drawing #1.
Top plate is drawn and called out as a 2x4 double top plate on Drawing #6.

Chad Hines, P.E.

628 Hibbs Road

Phone: 614-425-1249

Lockbourne, OH 43137

E-mail: chadhines5@yahoo.com

Since roof joists are spaced 16" o.c. and wall studs are spaced 24" o.c., a double top plate would be required. Actual construction of a double top plate should be confirmed.

3. OBC Table 2902.1 Minimum Number of Required Plumbing Fixtures; Plumbing fixtures are not provided in this building. Occupancy "E" (Educational) would require a restroom, drinking fountain, and utility sink. *Based on final intended occupancy/use and site layout, the owner should consult with the local building official to determine if plumbing fixtures/facilities are reasonably available in close proximity and if this is acceptable to the local building official.*

This review is based on the plans only. A physical inspection of the actual structure has not been performed. This letter is not a certification of site installed items. Further, it does not serve to certify the actual foundation structure and/or anchorage methods since this is site specific item.

In addition to the plan review, a structural calculation of the 40 foot long built-up plywood beam has been performed to determine if it meets current unbalanced snow loading criteria. Assuming a maximum ground snow load of 25 psf, the beam has been determined to be sufficient to meet 2007 OBC/ASCE 7-05 snow loading criteria. The calculation follows this letter.

Sincerely,



Certification Date: 5/31/09

Chad Hines, P.E.

Chad Hines, P.E.

628 Hibbs Road
Lockbourne, OH 43137

Phone: 614-425-1249
E-mail: chadhines5@yahoo.com

Plywood Beam Check - Mobilease 2444 Modular Classroom
5/31/2009
APA PDS Supplement #5 - Design of All Plywood Beams

Beam Loads

trib width	6	
DL (10 psf)	60 plf	
Snow (25 psf)	150 plf	(ASCE 7-05 unbalanced snow = $P_g * I = 25 * 1.0$)
TL	210 plf	

Beam Properties

t.nominal (1 layer)	0.75 in	
t.b.design (1 layer)	0.352 in	
t.s.design (1 layer)	0.739 in	
# layers	4	
t.b (total)	1.408 in	
h	32 in	
L	40 ft	
L'	34.66667	Clear span for shear
E	1500000 psi	(Table 3 Plywood Design Spec)

Section 2. Total Load Based on Allowable Web and Flange Bending Stress

F.b	3300 psi
F.b (Snow)	3795 psi
I.n	3844.779 in ⁴
c	16 in
w.b	330 plf
w.b.snow	380 plf

Section 3. Total Load Based on Allowable Web Shear Stress

F.v	225 psi
I.t	3844.779 in ⁴
t.s	2.956
Q	180.224 in ³ (section 3.3)
w.v	818.5846 plf
w.v.snow	941.3723 plf

RESULTS SUMMARY

Section 6. Deflection at Actual Load

deflection	2.09739 in	
deflection ratio	228.8559	L/180 allowable deflection
allowable deflection	2.66667 in	allowable deflection > deflection --- OK

w.b.snow	380 plf	
w.v.snow	941 plf	
TL	210 plf	TL < w.b.snow and w.v.snow --- OK



2444 MODULAR CLASSROOM

(23'-6" x 40'-0" ACTUAL SIZE)

DRAWING INDEX

DRAWING NUMBER	DESCRIPTION
#1	SPECIFICATIONS
#2	ELEVATIONS
#3	FLOOR PLAN
#4	ELECTRICAL PLAN
#5	HVAC LAYOUT
#6	CROSS SECTION
#7	BLOCKING POINTS PLAN
#8	DECK, STAIR, RAMP DETAILS
#9	SITE PLAN

PENNSYLVANIA DESIGN CODES

- 1999 BOCA NATIONAL BUILDING CODE (EXCEPT ART. 31)
- 1997 INTERNATIONAL PLUMBING CODE w/ 1996 SUPPLEMENTS
- 1998 INTERNATIONAL MECHANICAL CODE
- 1999 NATIONAL ELECTRICAL CODE
- 1998 PENNSYLVANIA CODE, TITLE 34 LABOR AND INDUSTRY

DESIGN LIVE LOADS

- FLOOR: 50 PSF LIVE LOAD
10 PSF DEAD LOAD
- ROOF: 30 PSF LIVE LOAD
10 PSF DEAD LOAD

- CONSTRUCTION TYPE: 5B (BOCA), WOOD FRAME (L & I)
- OCCUPANCY/USE GROUP: E (BOCA), B (L & I)
- BUILDING AREA: 940 SQ. FT. (0000)
- MINIMUM BUILDING SET BACK: GREATER THAN 10 FEET TO A COMMON OR ASSUMED PROPERTY LINE

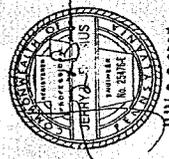
- SEISMIC ZONE: Av = .1, GROUP 1, CATEGORY C
- MAXIMUM WIND LOAD: 80 MPH, EXPOSURE B
- OCCUPANT LOAD: 43 (BOCA), 30 (L & I)

427794 NEW BIDS 427794
PLAN APPROVAL

This approval has been given for the following Act(s) and Regulations. Any other Acts or Regulations which would affect any provision must be submitted to the Department for approval.

Approval Type: E Accessory/Act 23/145 Eng/Act 22/14
EIA: X FM: B Occ: Class B County Code: 45 TOC: W

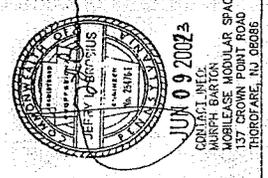
Examiner: [Signature] DE: [Signature] SPR: [Signature]
Drawing Index No: 2003-06076



JUN 9 2003
CONTACT: [Address]
137 CROWN POINT ROAD
THOROFARE, NJ 08086

243

*Revised and 4-9-03
 to what is being
 highlighted*



ELECTRICAL
 MAIN DISTRIBUTION SUB-PANEL:
 120/208 V, 1-PHASE, 60 HZ, 3-WIRE, 200 AMP MAIN DISTRIBUTION PANEL
 RACEWAY: COPPER ROMEX (12-2 W/G MIN) TYPE NM-B 90 C
 INTERIOR LIGHTS: 24" X 48" (4) TUBE FLUOR. (LAY-IN) W/ DIFFUSER
 EXIT LIGHTS: EXIT/EMERGENCY LIGHT W/ BATTERY PACK & EXTERIOR REMOTE HEAD (W.P.) -- UP 84"
 SWITCHES: 110V., 20 AMP SINGLE-POLE -- UP 48"
 110V., 20 AMP 3-WAY -- UP 48"
 RECEPTACLES: 110 V. 15 AMP DUPLEX RECEIPTS PER PRINT
 THERMOSTAT: 48" A.F.F.
 EXTERIOR LIGHTS: LUMARK #PWL-70, 70 WATT HIGH PRESSURE SODIUM (W.P.) -- UP 84" (SHIPLOOSE)

PLUMBING
 SUPPLY: N.A.
 DWV: N.A.
 WATER CLOSET: N.A.
 LAVATORY: N.A.
 WATER HEATER: N.A.

H.V.A.C.
 HEATING: 15KW ELECTRIC HEAT STRIP IN WALL MOUNT HVAC
 AIR CONDITIONING: 3.5 TON NORDYNE WALL MOUNT WITH FRESH AIR KIT
 SUPPLY AIR: SINGLE 13/16" FIBERGLASS DUCTBOARD IN ATTIC 8" DIA. W/ADJ. DAMPER (CEILING)
 RETURN AIR: SINGLE 13/16" FIBERGLASS DUCTBOARD IN ATTIC 8" DIA. W/ADJ. DAMPER (CEILING)
 EXTERIOR WINDOWS & DOORS
 DOORS: 36"W X 80"H 18 GA. COMM. INSUL. STEEL W/ 5" X 10" VISION PANEL (SAFETY GLAZED) W/ 16 GA. STEEL FRAME
 WINDOWS: 23"W X 50"H VERTICAL SLIDER 2044 ROLLYSON SERIES 2000

EXTERIOR FINISHES
 SIDING: .019 VERT ALUMINUM
 TRIM: .019 ALUMINUM
 ROOF SHEATHING: 1/2" CDX PLYWOOD (APA 32/16)
 ROOF: 3:1 ASPHALT SHINGLES OVER (2) LAYERS OF 15# FELT PAPER

CHASSIS
 TYPE: PERIMETER
 MAIN BEAM: 12" X 10.33# I-BEAM @ 75 1/2" SPACING
 OUTRIGGERS: N.A.
 CROSSMEMBERS: 8" X 6.28# I-BEAM @ 48" O.C. (WELDED)
 HITCH: STD WELDED, 8" I-BEAM W/ 2 1/4" F.L.S.
 AXLES: (3) 6000# CAPACITY UNDERSLUNG
 PAINT: ASPHALT BASED
 TIRES: 8:00 X 14.5, 8 PLY

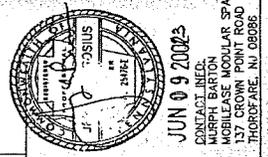
FLOOR
 BOTTOM BOARD: .040 SIMPLEX NYLON REINFORCED
 INSULATION: R-19 UNFACED
 JOISTS: 2" X 6" (#2 SPF) @ 16" O.C. (LONGITUDINAL)
 DECKING: 5/8" SQ. EDGE UNDERLAYMENT PLYWOOD (APA 40/20)
 COVERING: 28 OZ. CARPET (DORSETT) LEVEL LOOP CLASS A
 TRIM: STD. PREFINISHED

EXTERIOR WALLS
 STUDS: 2" X 4" (STUD GRADE SPF) @ 24" O.C.
 BOTTOM PLATE: SINGLE 2"x4" #3 SPF
 TOP PLATE: SINGLE 2"x4" #3 SPF
 CEILING HT: 8'-0"
 INSULATION: R-11 FOIL FACED
 INT. WALL COVERING: 1/2" VINYL COV. GYP. BOARD (CLASS I F.S.)

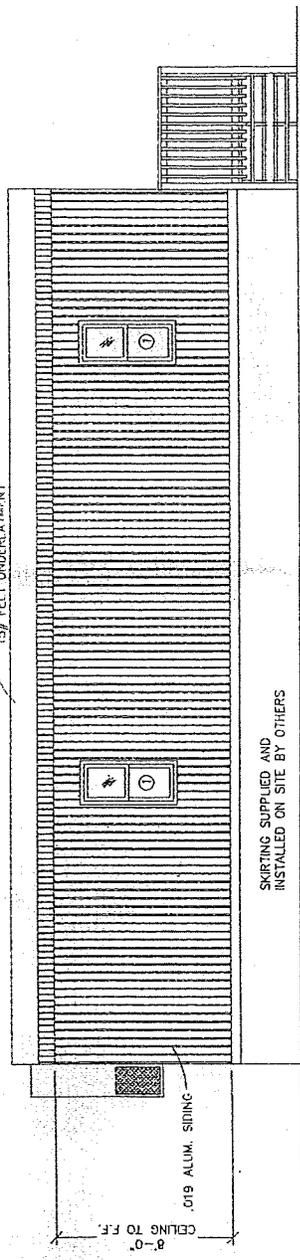
INTERIOR WALLS
 LENGTH: PER PRINTS
 STUDS: 2" X 4" (STUD GRADE SPF) @ 24" O.C.
 BOTTOM PLATE: SINGLE 2"x4" #3 SPF
 TOP PLATE: SINGLE 2"x4" #3 SPF
 CEILING HT: 8'-0"
 WALL COVERING: 1/2" VINYL COV. GYP. BOARD (CLASS I F.S.)
 INTERIOR DOORS: 36"W X 80"H S.C. WOOD (COLONIAL BIRCH) IN 16 GA. STEEL JAMBS COLOR: BRONZE
 LOCKSET (ARMSTRONG LEVER) CORBIN RUSSWIN #CL3457

ROOF
 TYPE: 2" X 8" (#2 SPF) SOLID @ 16" O.C.
 MAIN BEAM: (4) LAYERS, 32" DEEP, 3/4" STRUCTURE I (5-LAYER, 5-PLY), 1/8" VENEERS.
 APA 48/24) GROUP I, PLYWOOD
 CEILING: SUSPENDED (1-GRID) W/2" X 4" LAY-IN TILE
 INSULATION: R-19 UNFACED
 VENTS: N.A.

(Handwritten mark)



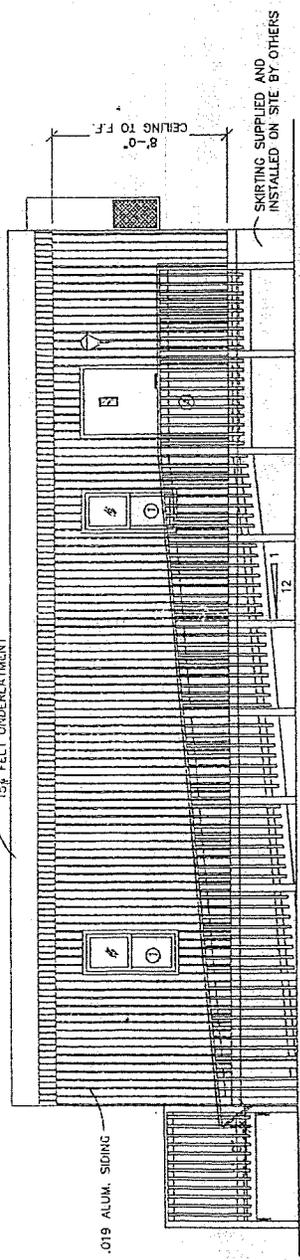
3 IN. 1 ASPHALT SHINGLES OVER
15# FELT UNDERLAYMENT



SKIRTING SUPPLIED AND
INSTALLED ON SITE BY OTHERS

REAR ELEVATION

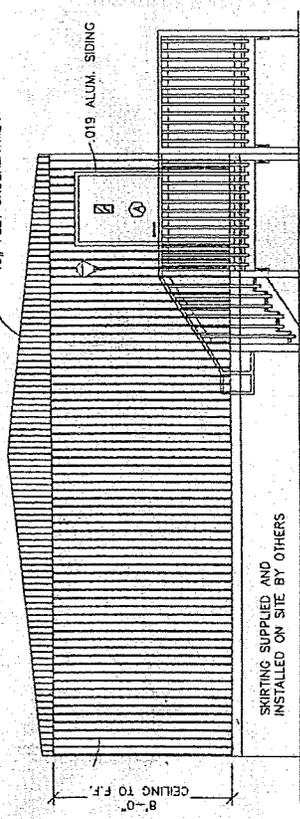
3 IN. 1 ASPHALT SHINGLES OVER
15# FELT UNDERLAYMENT



SKIRTING SUPPLIED AND
INSTALLED ON SITE BY OTHERS

FRONT ELEVATIONS

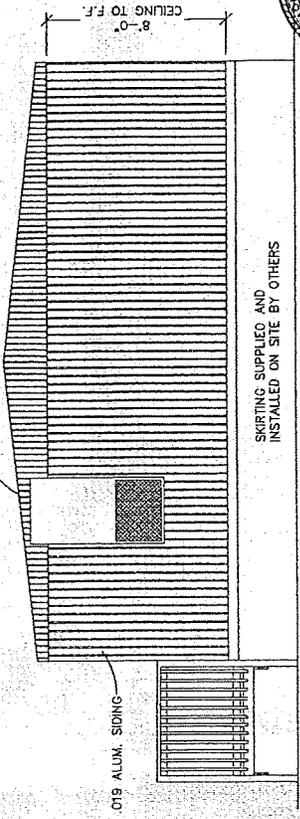
3 IN. 1 ASPHALT SHINGLES OVER
15# FELT UNDERLAYMENT



SKIRTING SUPPLIED AND
INSTALLED ON SITE BY OTHERS

LEFT ELEVATION

3 IN. 1 ASPHALT SHINGLES OVER
15# FELT UNDERLAYMENT



SKIRTING SUPPLIED AND
INSTALLED ON SITE BY OTHERS

RIGHT ELEVATION

DOOR AND WINDOW SCHEDULE

- 1. 32"x32" STEEL DOOR, STEEL JAMB, 5"x10" S.C. PANIC LEVER HARDWARE & CLOSER
- 2. 23"x50" VERTICAL SLIDER, BRONZE FRAME, INSULATED GLASS



JUN 9 2003

 CONTRACT NO.

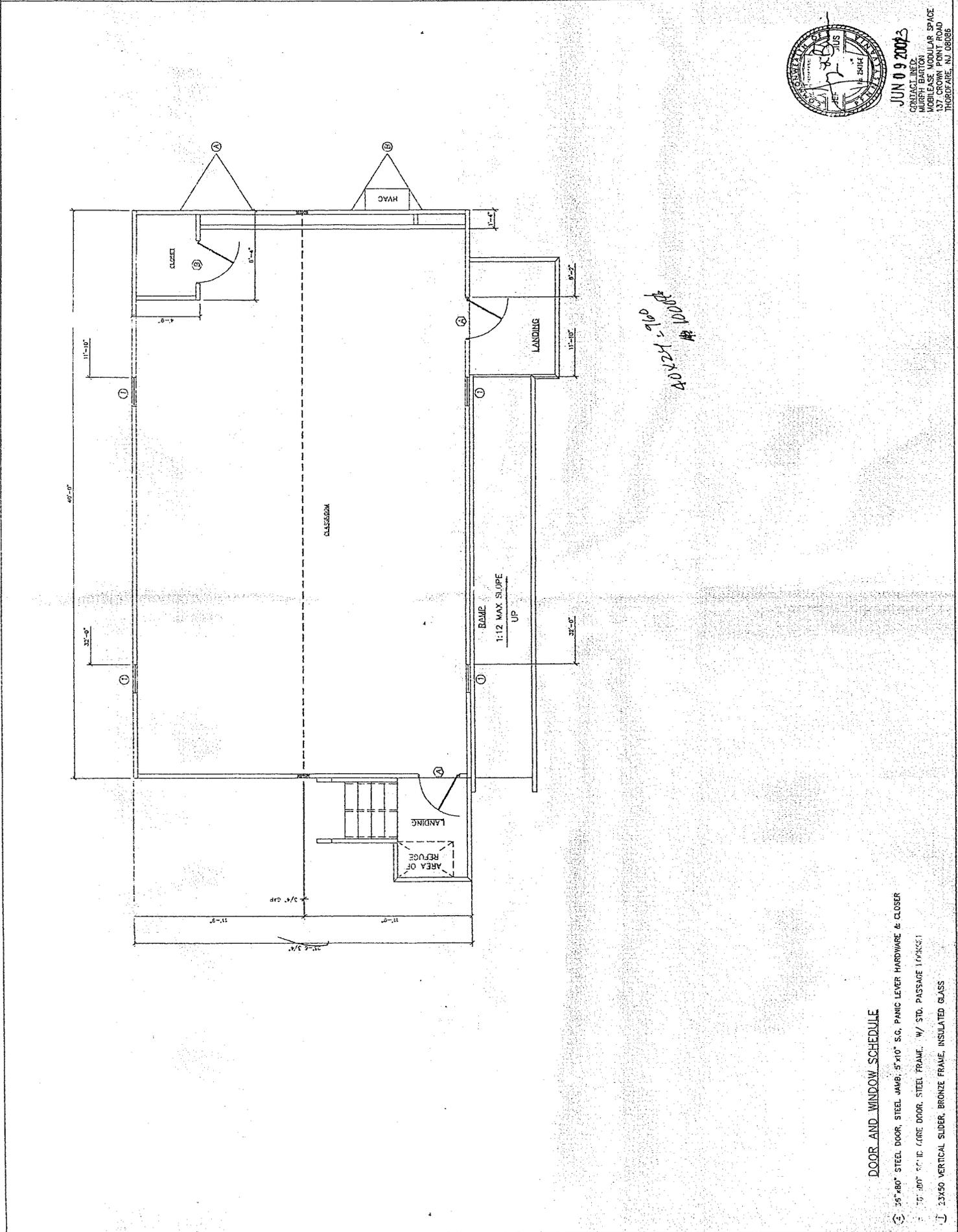
 MURPHY BARTON

 MOBILEASE MODULAR SPACE

 137 CROWN POINT ROAD

 THOROFARE, NJ 08086

MODEL: 2414 MODULAR CLASSROOM	REV:	137 CROWN POINT ROAD, THOROFARE, NJ 08086
TITLE: FLOOR PLAN	DRAWN BY: R.M.L.	
	DATE: 6/5/03	SCALE: 1/4" = 1'-0"
	JOB NO: 2003-109	DRAWING NO: 3



#1200101
 #1200101
 #1200101

DOOR AND WINDOW SCHEDULE

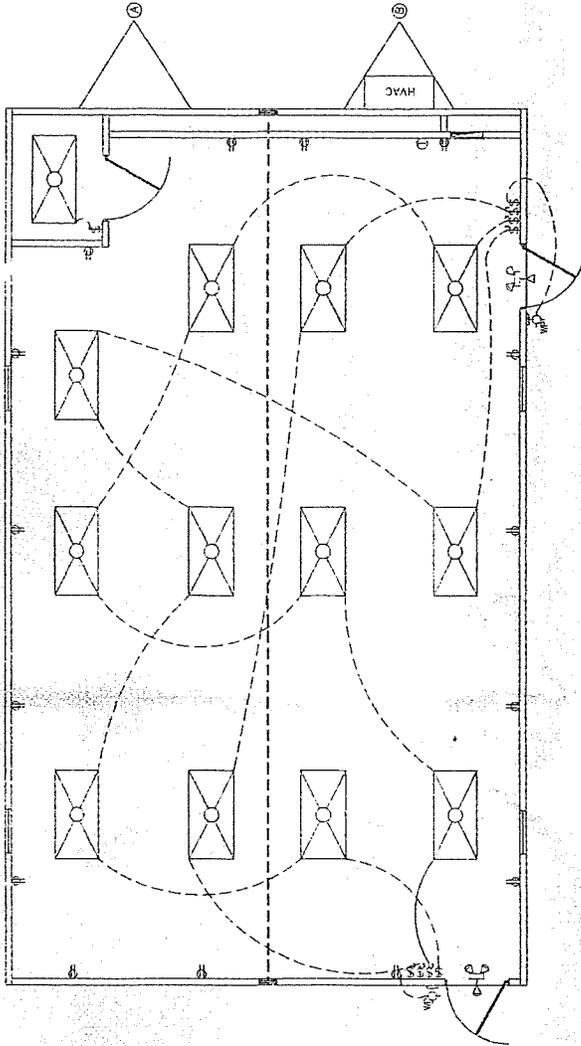
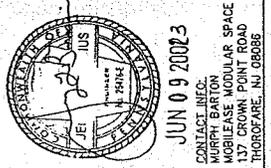
- 1 36" x 80" STEEL DOOR, STEEL JAMB, 5" x 10" S.G. PANIC LEVER HARDWARE & CLOSER
- 2 15" x 20" 1/2" IC CORE DOOR, STEEL FRAME, W/ STD. PASSAGE LOCKS
- 3 33x50 VERTICAL SLIDER, BRONZE FRAME, INSULATED GLASS

MOBILE/LEASE MODULAR SPACE

137 CROWN POINT ROAD, THORFARE, NJ 08086

DATE: 6/5/03
 JOB NO: 2003-109
 DRAWING NO: 4
 SCALE: 1/4" = 1'-0"

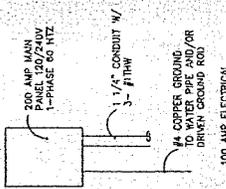
TITLE: ELECTRICAL PLAN
 MODEL: 2+4 MODULAR CLASSROOM
 REV: DRAWN BY: R.M.



ELECTRICAL LEGEND
 2'x4' 4 TUBE, LAY-IN FLUORESCENT LIGHT



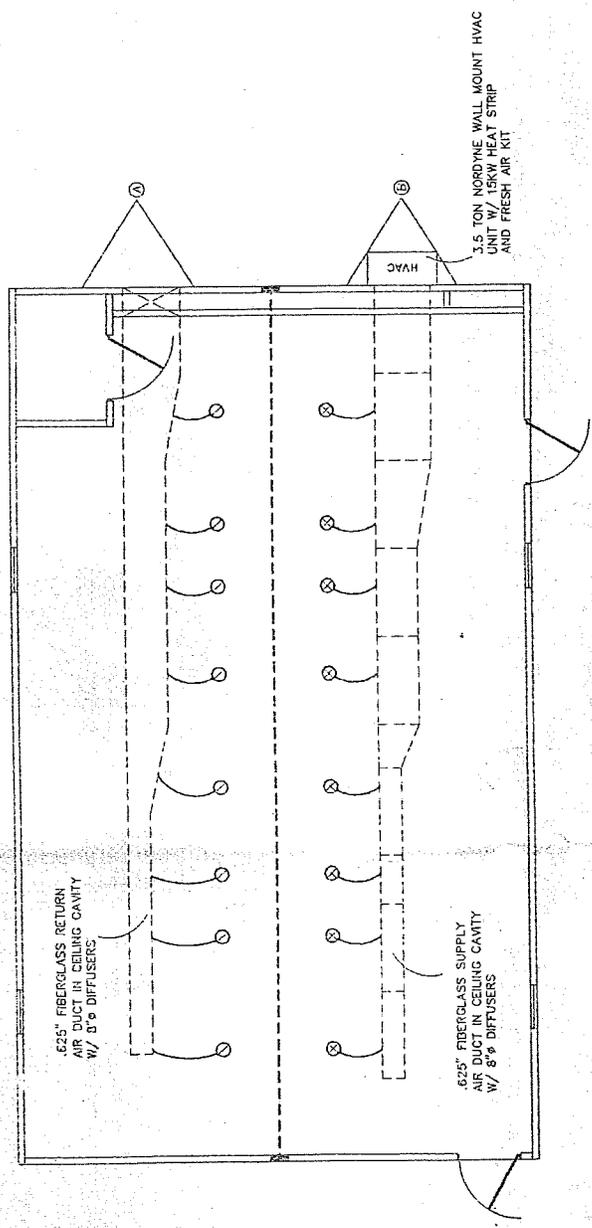
- 200A 120/240V MAIN PANEL
- 15A 120V SINGLE POLE TOGGLE SWITCH (SWITCHES AT 4-48")
- 15A 120V THREE WAY TOGGLE SWITCH (SWITCHES AT 4-48")
- 15A 120V DUPLEX RECEPTACLE (RECEPTS AT 4-48" UNLESS NOTED)
- THERMOSTAT AT 48" A.F.F.



AMPAIRES OF INSULATED CONDUCTORS BOTH WIRE LABELS	
AWG	MAXIMUM AMPACITY
14	15 AMP
12	20 AMP
10	30 AMP
8	40 AMP
6	55 AMP
4	85 AMP
3	100 AMP
2	115 AMP
1	130 AMP

- ELECTRICAL**
1. ALL RECEPTACLES TO BE GROUNDING TYPE.
 2. ALL WIRING TO BE PER 1989 NEC.
 3. TYPE NM (RHX) (CU) W/ GROUND.
 4. MAIN PANEL TO BE WIRING COMPATIBLE TYPE USE AS SERVICE OVERCURRENT PROTECTION.
 5. PROPER THERMAL OVERLOAD PROTECTION.
 6. DISCONNECTING MEANS WITHIN SHORT.
 7. REQUIRED FOR ALL MOTORS.
 8. REQUIRED FOR ALL OUTDOOR LIGHTS.
 9. RECEPTACLES AND DISCONNECTS.
 10. PROPER WORKING CLEARANCES TO BE PROVIDED AND MAINTAINED ABOUT ALL ELECTRICAL EQUIPMENT.
 11. TECTON AND PROPER CLEARANCES FROM INSULATION, ALSO APPLICABLE FOR INCANDESCENT FIXTURES.
 12. TO BE WITH THERMAL PROTECTION.
 13. SERVICE CONNECTED AHEAD OF DISCONNECT MEANS.
 14. ENCLOSURE AND INSTALLED AS PER SERVICE REQUIREMENTS, OR BE BATTERY BACKUP TYPE UNITS.
 15. SERVICE CONDUCTORS, LOCATED WITHIN THE PERIMETER OF THE BUILDING, SHALL BE AS Y-LEAD IN ACCORDANCE WITH ARTICLE 230-4, 1989 REC.
 16. FLOORING LIGHTS ON 15A CIRCUIT, MAXIMUM 7 (7) TUBE.
 17. MAXIMUM 10 (10) TUBE ON 20A CIRCUIT, MAXIMUM 10 (10) TUBE.
 18. FLOORING LIGHTS ON 20A CIRCUIT, MAXIMUM 10 (10) TUBE.
 19. EXTERIOR WALL MOUNTED LIGHT, WEATHERPROOF, 70 WATT HIGH PRESSURE SODIUM EXIT/EMERGENCY LIGHT W/ BATTERY BACK-UP & EMOTE HEAD, (WEATHER PROOF) 48"

JUN 09 2003
 CONTACT INFO:
 MURPHY BARTON
 MOBILEASE MODULAR SPACE
 137 CROWN POINT ROAD
 THORFARE, NJ 08086



HVAC LEGEND

- ⊗ - 10" x 10" AIR SUPPLY DIFFUSER
- ⊙ - 10" x 10" AIR SUPPLY DIFFUSER
- Ⓜ - THERMOSTAT 448

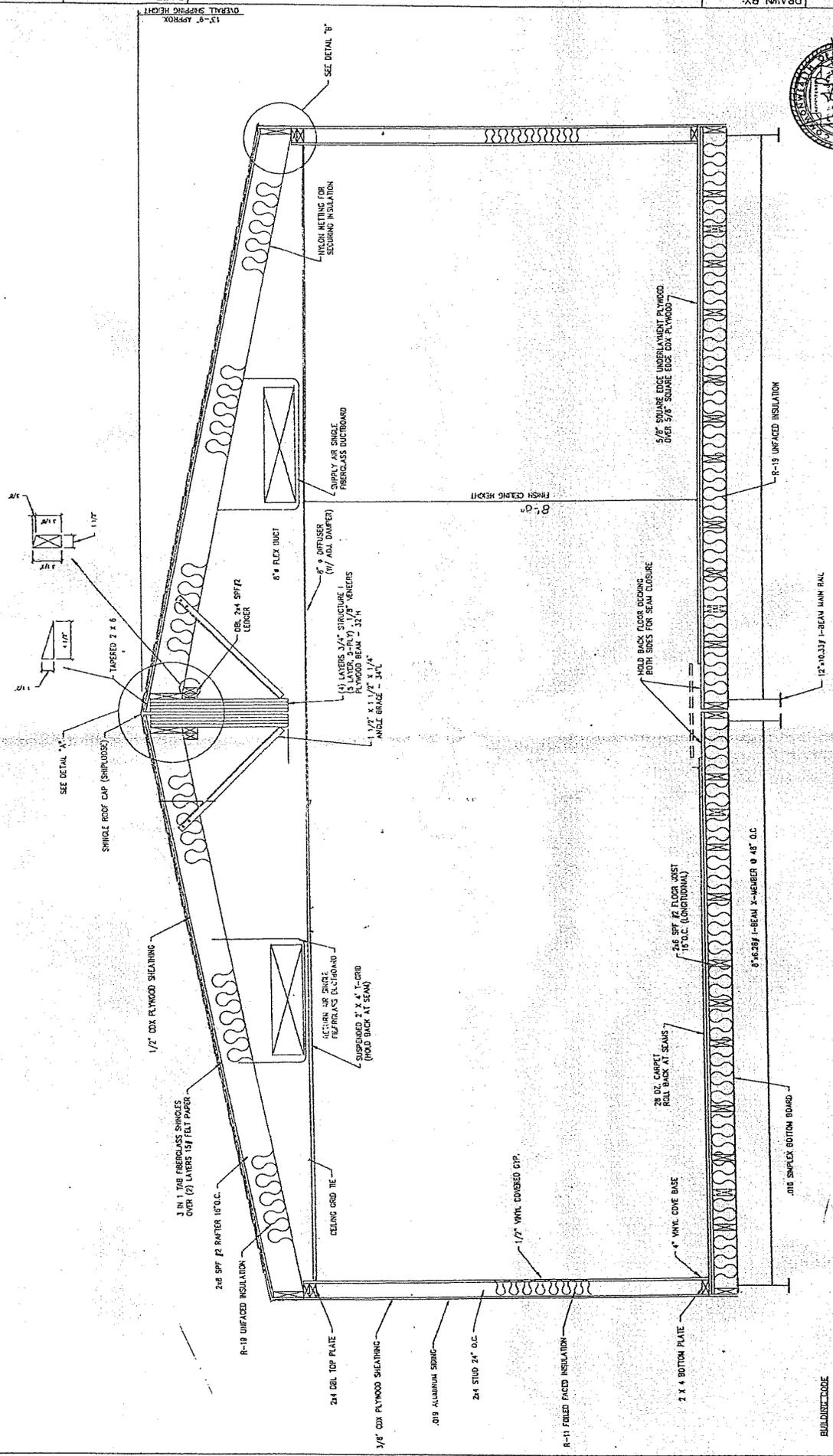
- MECHANICAL**
1. EXHAUST FANS AND VENTING EQUIPMENT TO BE DUCTED TO EXTERIOR AND TERMINATE AT AN APPROXIMATE 12' CAP.
 2. MECHANICAL VENTILATION, USE 75% OF RECIRCULATED AIR VIA HYDRO UNITS. NON-CONDITIONED SPACES SHALL BE DUCTED TO PROVIDE A THERMAL RESISTANCE.
 3. FLOOR AND WALL REGISTERS: THE LOWER EDGE SHALL NOT BE LESS THAN 1/2" FROM THE FLOOR IN TOILET ROOMS, LAUNDRY ROOMS OR UTILITY ROOMS.
 4. METAL CHIMNEYS SHALL EXTEND AT LEAST 3 FT. ABOVE AND 2 FT. MINIMUM HIGHER THAN OTHER PORTIONS OF A BUILDING WITHIN 10 FT.
 5. RETURN AIR VIA 24" x 16" RETURN AIR GRILL AT HVAC UNIT, AND 24" x 10" RAG ABOVE OFFICE DOORS.

MOBILEEASE MODULAR SPACE

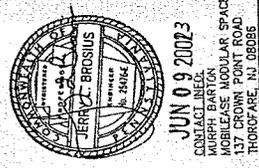
137 CROWN POINT ROAD, THORFARE, NJ 08086



JUN 09 2003
 CONTACT INFO:
 JERRY T. OSIUS ARCHITECTS INC.
 137 CROWN POINT ROAD
 THORFARE, NJ 08086



- BUILDING CODE**
1. ATTIC VENTILATION SHALL NOT BE LESS THAN 1/150TH OF THE HORIZONTAL AREA TO BE VENTILATED.
 2. ALL EXTERIOR WALLS AND ALL FACILITIES WITHIN THE BUILDING SHALL BE FINISHED WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
 3. BUILDER/DEALER SHALL BE RESPONSIBLE FOR ON SITE EROSION CONTROL MEASURES, WHICH SHALL INCLUDE: EROSION CONTROL MATS, STABILIZATION MATS, SLOPE PROTECTION MATS, AND A GRADIENT OF NOT MORE THAN 1 FOOT IN 20 FEET.
 4. ALL LOCKS TO BE UNLOCKABLE FROM THE INTERIOR.
 5. CORROSION RESISTANT USE OF A KEY OR SPECIAL COATING SHALL BE USED ON THE TOP AND SIDES OF DOORS, WINDOWS AND AT ROOF FRAMES AND SIDES OF ALL GLAZING WITHIN OF EXTERIOR PASSAGE DOORS AND IN PASSAGE DOORS, OR WITHIN 18" OF FLOOR TO BE "SAFETY" GLAZED, AND SO MARKED.



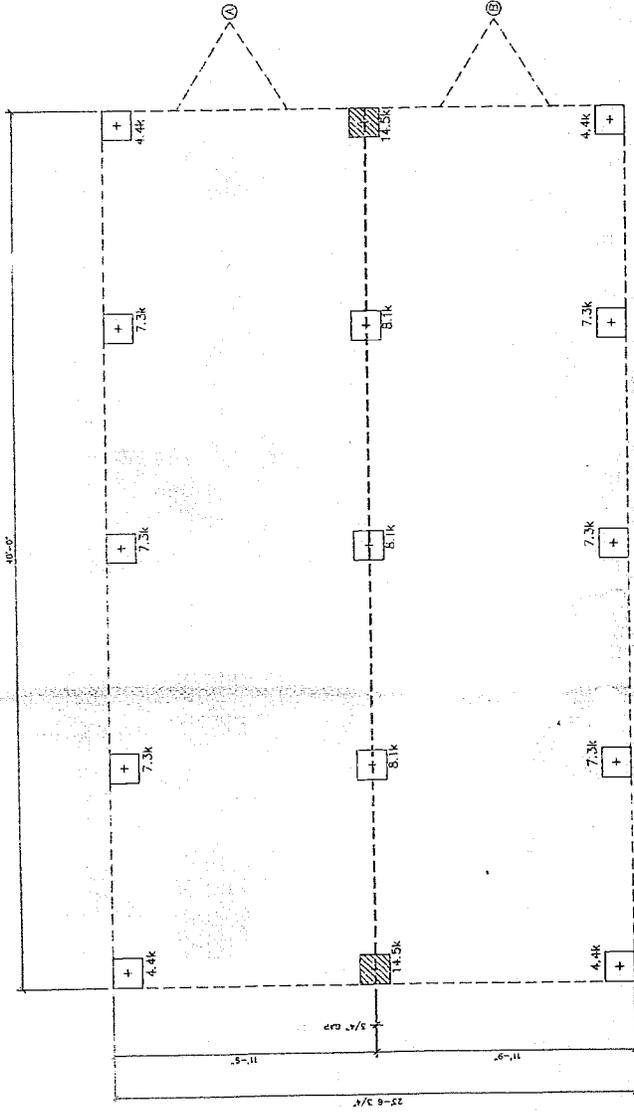
TITLE: BLOCKING POINTS PLAN
 MODEL: 2444 MODULAR CLASSROOM

REVISIONS:
 REV: R.M.

MOBILISE MODULAR SPACE
 137 CROWN POINT ROAD, THOROFARE, NJ 08086

DATE: 6/5/03
 SCALE: 1/4" = 1'-0"

JOB NO: 2003-109
 DRAWING NO: 7

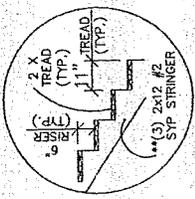
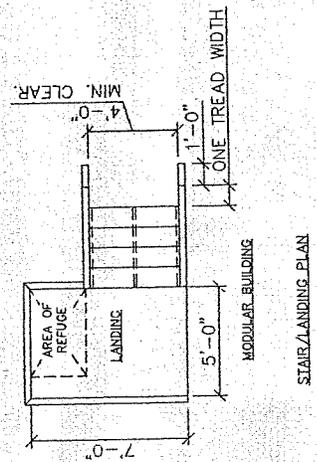
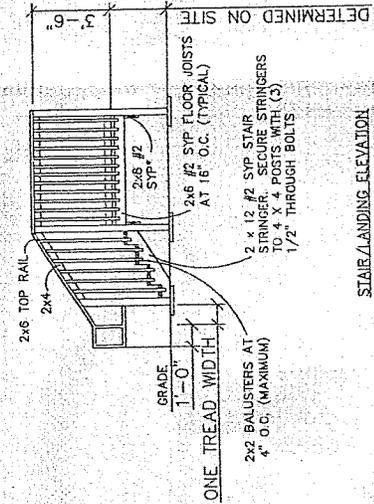
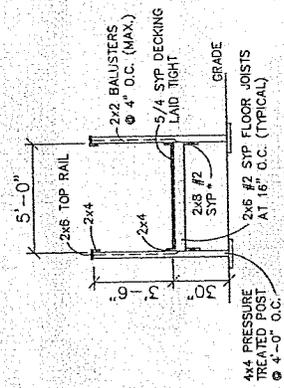
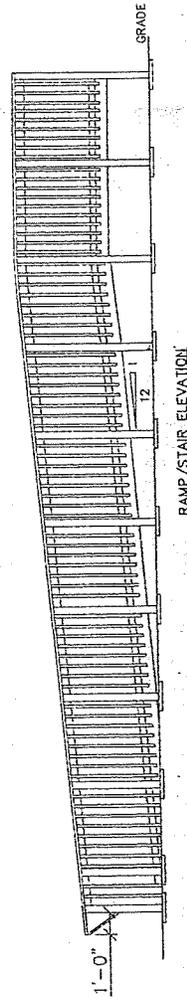
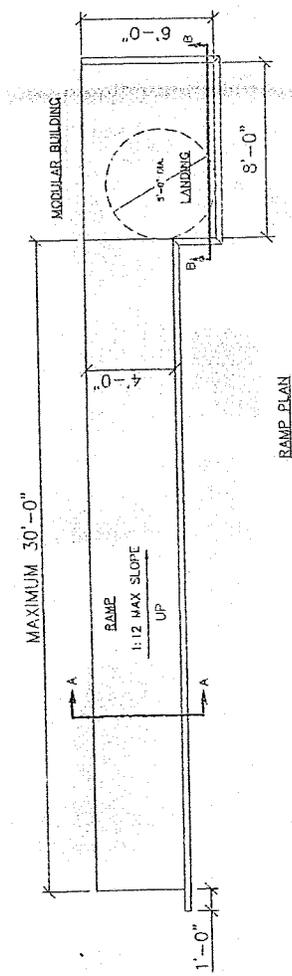
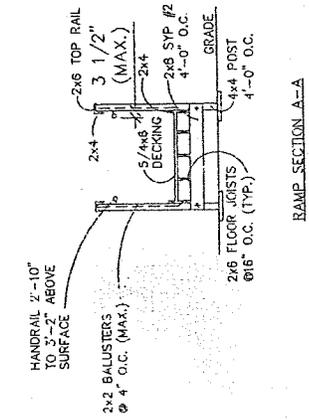
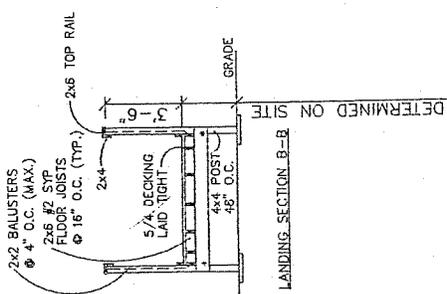


FOUNDATION & TIE-DOWN DESIGN BY OTHERS

FOUNDATION LEGEND

- INDICATES BLOCKING TO BOTTOM OF MAIN I-BEAM
 - INDICATES BLOCKING TO BOTTOM OF COLUMN
- DESIGN LOADS**
- FLOOR LIVE LOAD = 50 PSF
 - FLOOR DEAD LOAD = 10 PSF
 - ROOF LIVE LOAD = 30 PSF
 - ROOF DEAD LOAD = 10 PSF
 - EXTERIOR WALL DEAD LOAD = 42 PLF

- FOUNDATION**
1. THE PIER LOCATIONS SHOWN ON THIS PLAN ARE FOR THE PURPOSE OF IDENTIFYING THE LOCATION OF THE REQUIRED BLOCKING POINTS AND THE LOADS APPLIED AT EACH POINT FOR THIS BUILDING. FOUNDATION REQUIREMENTS ARE NOT KNOWN DUE TO VARYING SOIL CONDITIONS.
 2. FOUNDATION DESIGN IS BY OTHERS. FOUNDATION REVIEW AND APPROVAL IS TO BE PERFORMED BY THE LOCAL OFFICIAL HAVING JURISDICTION.
 3. CRAWL SPACE TO BE VENTILATED AT 1 SQ. FT. PER EACH 150 SQ. FT. OF CRAWL SPACE AREA TO BE VENTILATED.
 4. PROVIDE POSITIVE DRAINAGE UNDER UNIT.
 5. PROVIDE MINIMUM CRAWL SPACE ACCESS OF 22" x 24".
 6. MINIMUM FOOTING DEPTH OF BELOW FROSTLINE AND PER LOCAL CONDITIONS.
 7. PIER LOADS ARE SHOWN IN KIIPS
 8. 90 MPH WIND SPEED, EXPOSURE C
 9. UNIT MAY BE SHIMMED AS NECESSARY WITH HARDWOOD SHIMS BETWEEN TOP OF PIER AND MODULAR UNIT FRAME
 10. MINIMUM CONCRETE STRENGTH SHALL BE 3,000 PSI AT 28 DAYS



** SECURE OUTSIDE STRINGERS TO 4 X 4 POSTS W/ (2) 1/2" THRU BOLDS EACH CONNECTION AND SECURE CENTER STRINGER TO LEDGER WITH (2) ANGLE BRACKETS (SIMPSON L50 OR EQUAL)

- NOTES:
1. ALL TREATED LUMBER AND GALVANIZED FASTENERS
 2. NON-SLIP ABRASIVE SURFACE ON ALL TREADS AND RAMP BOARDS.
 3. 30" MAX. RISE FOR RAMPS. LANDING IS REQUIRED FOR ANY RAMP THAT HAS A TOTAL RISE OF 30" OR MORE.

- ** SECURE 2 X 6 LEDGERS TO 4 X 4 POSTS WITH (2) 1/2" DIAMETER THRU BOLTS AT EACH LOCATION

STAIR/LANDING ELEVATION

STAIR/LANDING PLAN

MIN. CLEAR

ONE TREAD WIDTH

MODULAR BUILDING

LANDING

AREA OF REFUGE

7'-0"

5'-0"

4'-0"

1'-0"

MIN. CLEAR

ONE TREAD WIDTH

MODULAR BUILDING

LANDING

AREA OF REFUGE

7'-0"

5'-0"

4'-0"

1'-0"

MIN. CLEAR

ONE TREAD WIDTH

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MODULAR BUILDING

LANDING

AREA OF REFUGE

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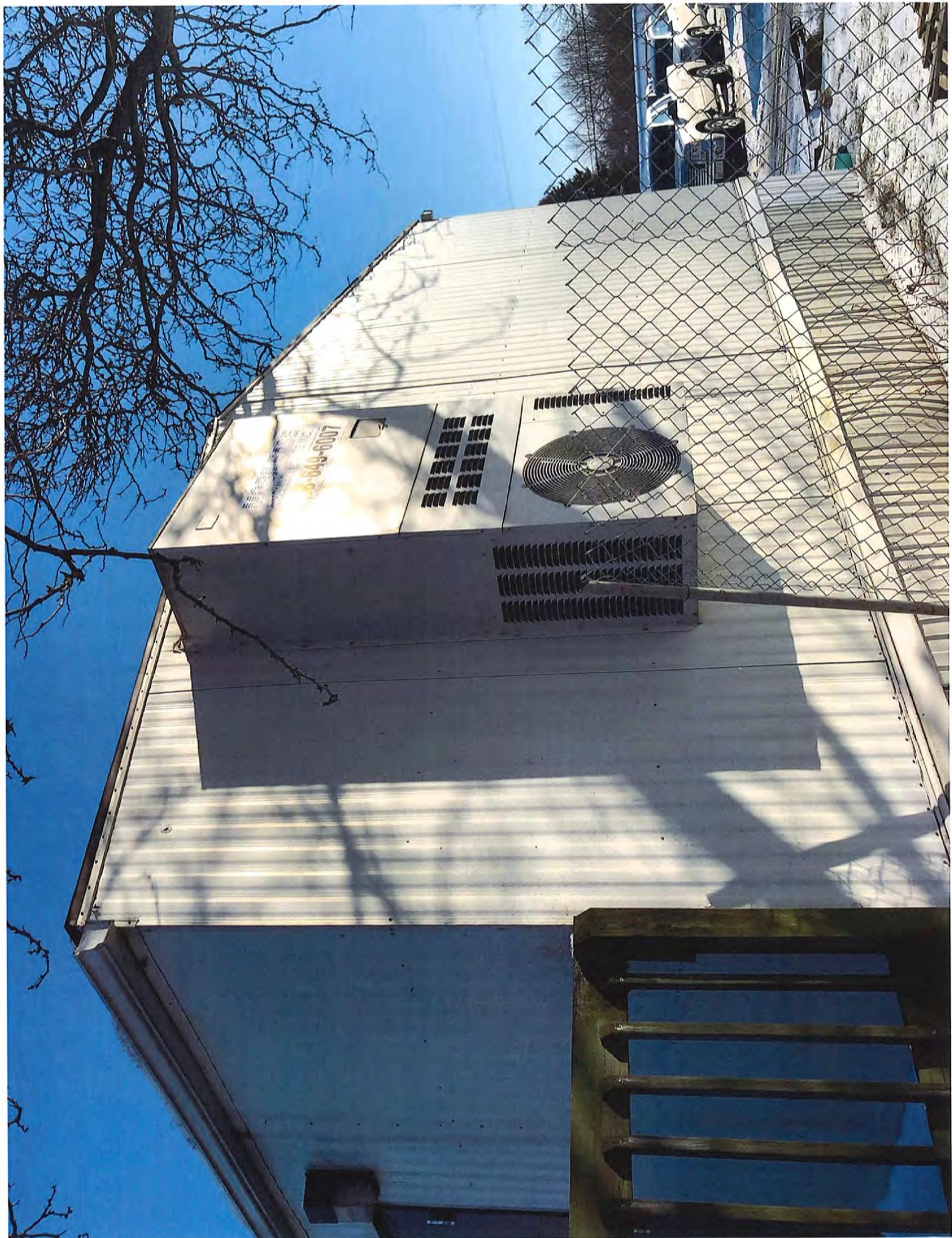
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MIN. CLEAR

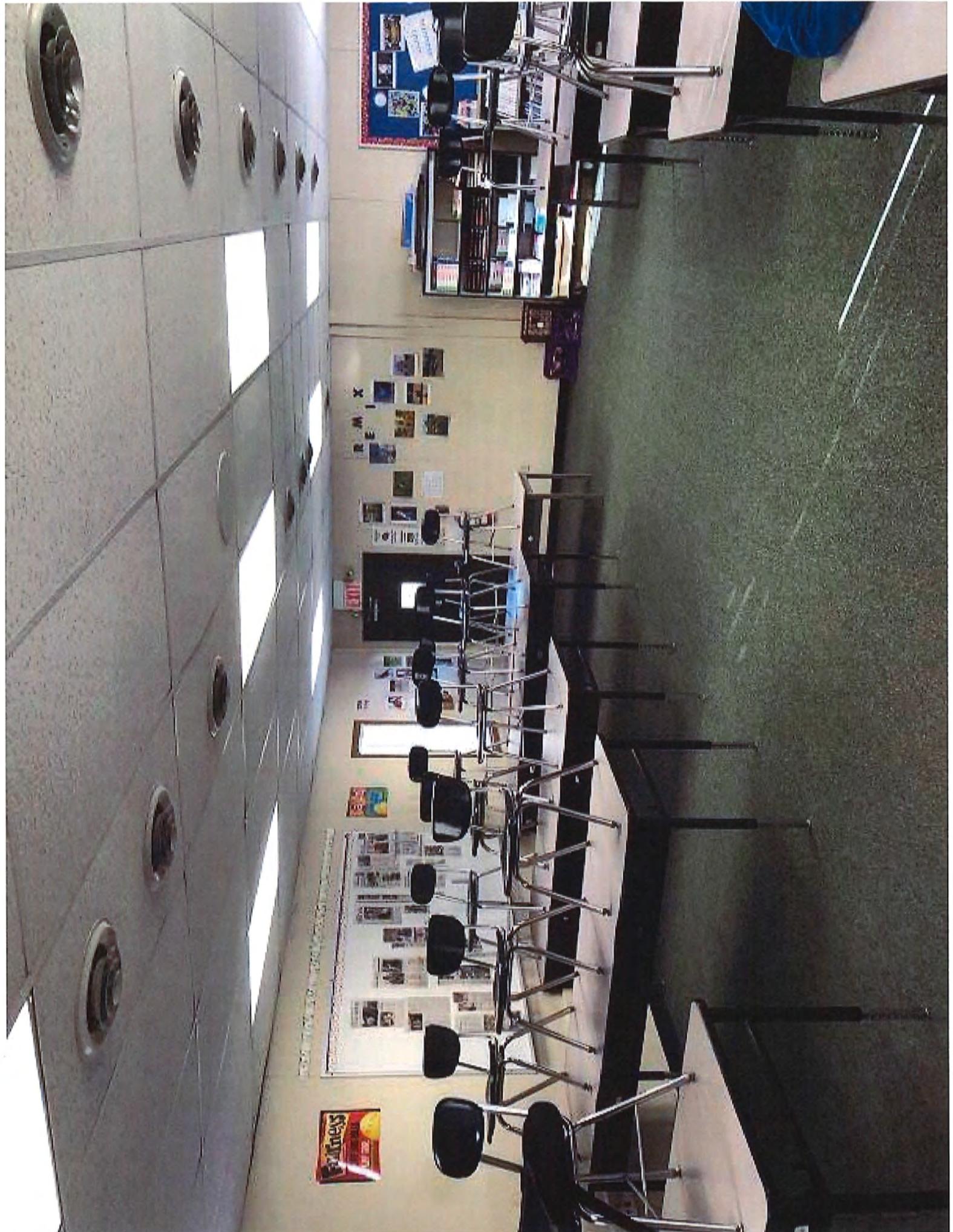
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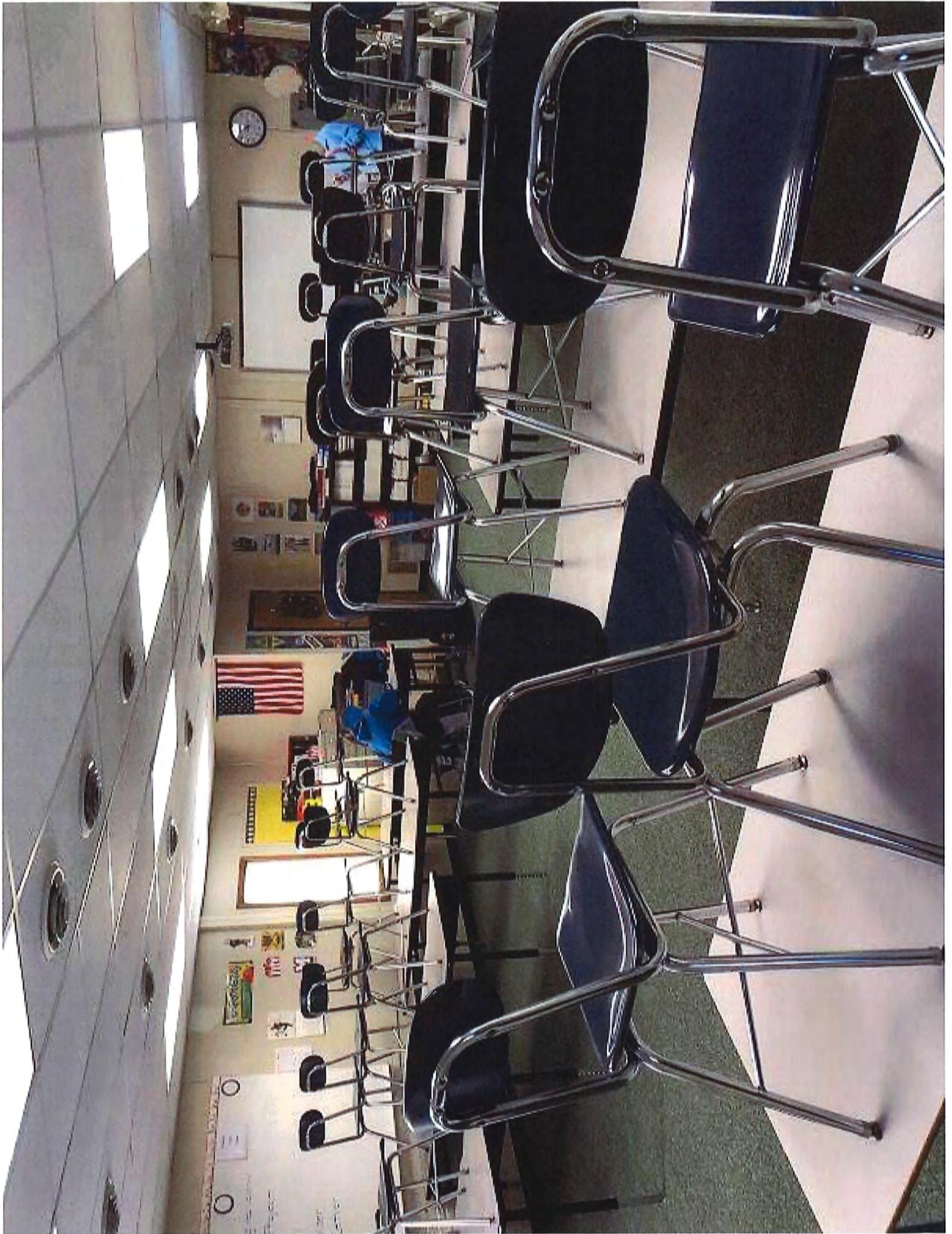




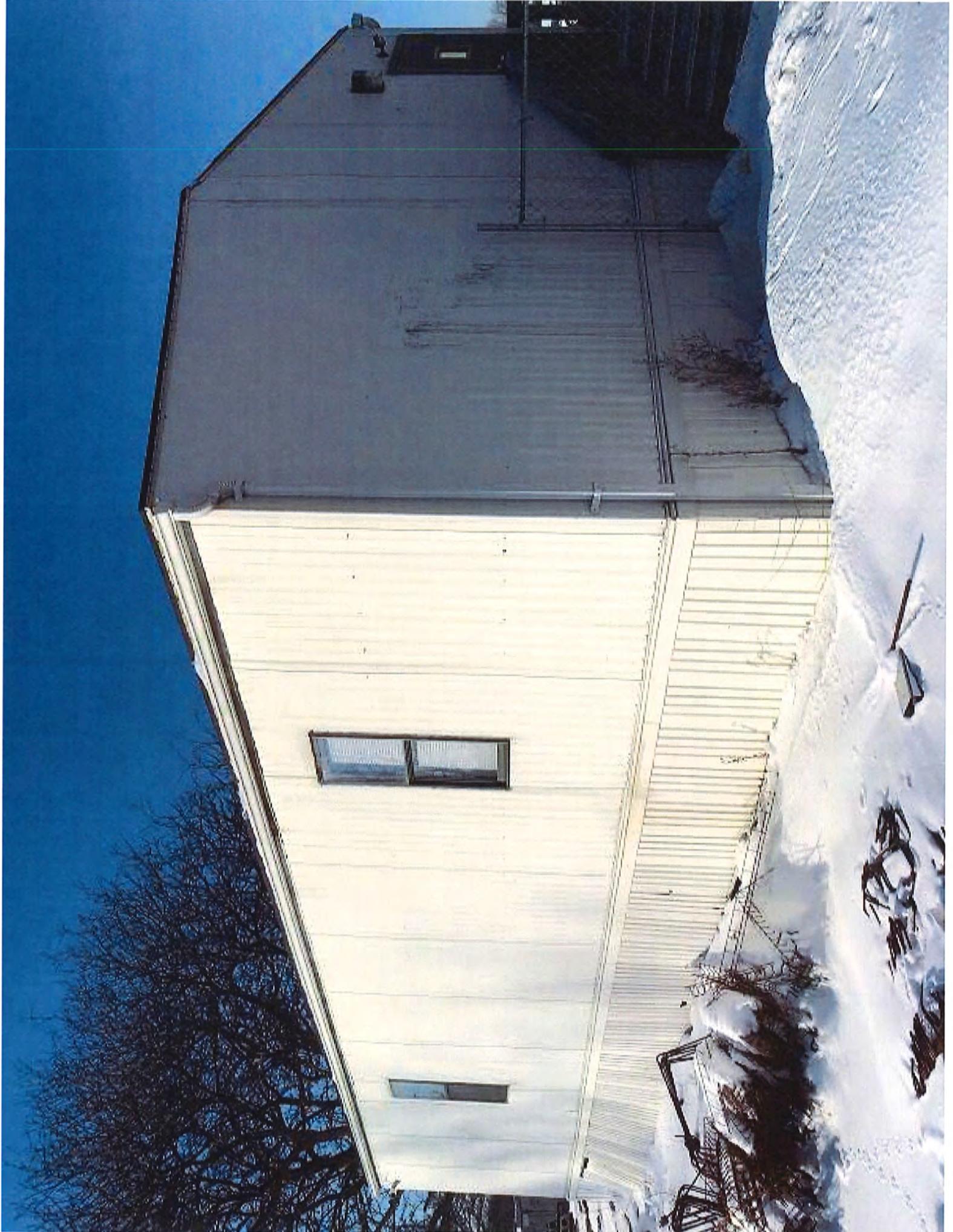














**CITY OF DELAWARE, OHIO
PLANNING & COMMUNITY DEVELOPMENT
MASTER APPLICATION FORM**



Project # _____

Case # 2018-1061

Planning Commission

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

Subdivision/Project Name _____ Address _____

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

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

Applicant Name Delaware Bible Church Contact Person Bishop Adams (614) 206-0939

Applicant Address 45 Belle Ave. Delaware OH 43015

Phone (740) 369-3557 Fax (740) 369-9787 E-mail bharris@delawarebible.org

Owner Name Bradley Harris Contact Person bharris@delawarebible.org

Owner Address 45 Belle Ave. Delaware, OH 43015

Phone (740) 706-2254 Fax _____ E-mail bharris@delawarebible.org

Engineer/Architect/Attorney Greg Eller Architecture Contact Person Gregory Eller

Address 7861 Walnut Street New Albany, OH 43054

Phone (614) 493-7931 Fax _____ E-mail geller@ellerearchitecture.com

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

[Signature]
Owner Signature

Bradley Harris
Owner Printed Name

Agent Signature _____

Agent Printed Name _____

Sworn to before me and subscribed to in my presence this 14th day of March, 2018.



Amy Mullins
Notary Public



FACT SHEET

AGENDA ITEM NO: 11

DATE: 06/25/2018

ORDINANCE NO: 18-48

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
June 25, 2018 at 7:40 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A REZONING AMENDMENT REQUEST BY PLANNED COMMUNITIES INC. FOR PROPERTY OWNED BY FRANCIS AND MARY LOU WILGUS ON APPROXIMATELY 89.618 ACRES (PARCELS 419-220-02-005-000 AND 419-220-02-007-000) FROM A-1 (AGRICULTURAL DISTRICT) TO M-1 PMU (LIGHT MANUFACTURING WITH A PLANNED MIXED USE OVERLAY DISTRICT) AT 2781 AIRPORT ROAD LOCATED AT THE WESTERN TERMINUS OF SAWMILL PARKWAY, EAST OF SECTION LINE ROAD, SOUTH OF AIRPORT ROAD AND NORTH OF THE FUTURE EXTENDED SAWMILL PARKWAY.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 6-0 on June 6, 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. 18-48

AN ORDINANCE APPROVING A REZONING AMENDMENT REQUEST BY PLANNED COMMUNITIES INC. FOR PROPERTY OWNED BY FRANCIS AND MARY LOU WILGUS ON APPROXIMATELY 89.618 ACRES (PARCELS 419-220-02-005-000 AND 419-220-02-007-000) FROM A-1 (AGRICULTURAL DISTRICT) TO M-1 PMU (LIGHT MANUFACTURING WITH A PLANNED MIXED USE OVERLAY DISTRICT) AT 2781 AIRPORT ROAD LOCATED AT THE WESTERN TERMINUS OF SAWMILL PARKWAY, EAST OF SECTION LINE ROAD, SOUTH OF AIRPORT ROAD AND NORTH OF THE FUTURE EXTENDED SAWMILL PARKWAY.

WHEREAS, the Planning Commission at its meeting on June 6, 2018 recommended approval of a Rezoning Amendment request by Planned Communities Inc. for property owned by Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419220-02-005-000 and 419-220-02-007-000) from A-1 (Agricultural District) to M-1 PMU (Light Manufacturing with a Planned Mixed Use Overlay District) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway. (2018-0955).

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

SECTION 1. That the Rezoning Amendment request by Planned Communities Inc. for property owned by Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419220-02-005-000 and 419-220-02-007-000) from A-1 (Agricultural District) to M-1 PMU (Light Manufacturing with a Planned Mixed Use Overlay District) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway, is hereby confirmed, approved and accepted with the following conditions that:

1. Any future non-residential development of the subject site shall require Preliminary and Final Subdivision Plat to subdivide the subject site into lots and Preliminary and Final Development Plan approval for each building and or development
2. The existing farmhouse and associated out buildings can remain until the subject site is developed.

3. The Applicant shall support the City should the City seek to annex City property adjacent to the Wilgus Annexation that includes approximately 9.906 acres on parcel #419-220-02-007-001.
4. Access to the Wilgus Annexation property shall be from Sawmill Parkway and at locations and access points as required by the City.
5. Access to the property shall require the extension of Sawmill Parkway by the applicant or developer of the property in the absence of a development agreement and dedication at no cost to the City of required right-of-way by the Wilgus Annexation property as may be required by the City.
6. Airport Road is anticipated to be abandoned and shall not be relied upon by the Wilgus Annexation property as public access as required by the City.
7. The Wilgus Annexation property is anticipated to require significant storm sewer, sanitary sewer, and water line improvements a portion of which may be outside of the City jurisdiction. The Applicant shall be required in the absence of a development agreement to obtain and pay for any and all necessary easements, permits, and construction activities that may be required in this regard.
8. The City and applicant/owner/developer now or in the future may separately agree to enter into a specific development agreement stipulating any infrastructure development items or incentives for such that may be approved by both parties.
9. Any future development Preliminary and Final Development Plan(s) shall require the subject developer to receive the "Determination of No Hazard to Air Navigation" approval from the FAA because the subject property is located within the Airport Overlay District.

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

AGENDA ITEM NO: 12

DATE: 6/25/2018

ORDINANCE NO: 18-49

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
June 25, 2018 at 7:40 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY PLANNED COMMUNITIES INC. ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR PROPERTY OWNED BY FRANCIS AND MARY LOU WILGUS ON APPROXIMATELY 89.618 ACRES (PARCELS 419-220-02-005-000 AND 419-220-02-007-000) AT 2781 AIRPORT ROAD LOCATED AT THE WESTERN TERMINUS OF SAWMILL PARKWAY, EAST OF SECTION LINE ROAD, SOUTH OF AIRPORT ROAD AND NORTH OF THE FUTURE EXTENDED SAWMILL PARKWAY.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1148 Conditional Use Regulations of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 6-0 on June 6, 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. 18-49

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY PLANNED COMMUNITIES INC. ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR PROPERTY OWNED BY FRANCIS AND MARY LOU WILGUS ON APPROXIMATELY 89.618 ACRES (PARCELS 419-220-02-005-000 AND 419-220-02-007-000) AT 2781 AIRPORT ROAD LOCATED AT THE WESTERN TERMINUS OF SAWMILL PARKWAY, EAST OF SECTION LINE ROAD, SOUTH OF AIRPORT ROAD AND NORTH OF THE FUTURE EXTENDED SAWMILL PARKWAY.

WHEREAS, the Planning Commission at its meeting on June 6, 2018 recommended approval of a Conditional Use Permit request by Planned Communities Inc. allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419220-02-005-000 and 419-220-02-007-000) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway (2018-0956).

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

SECTION 1. That the Conditional Use Permit request by Planned Communities Inc. allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419220-02-005-000 and 419-220-02-007-000) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway, is hereby confirmed, approved and accepted.

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: 2018-0955-0956

REQUEST: Multiple Requests

PROJECT: Wilgus Property

MEETING DATE: June 6, 2018

APPLICANT/OWNER

Planned Communities
110 B. Northwoods Boulevard
Columbus, Ohio 43235

REQUEST

2018-0955: A request by Planned Communities Inc. for approval of a Rezoning Amendment for Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419220-02-005-000 and 419-220-02-007-000) from A-1 (Agricultural District) to M-1 PMU (Light Manufacturing with a Planned Mixed Use Overlay District) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway.

2018-0956: A request by Planned Communities Inc. for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419220-02-005-000 and 419-220-02-007-000) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway.

PROPERTY LOCATION & DESCRIPTION

The subject site is currently located in the Delaware Township but is currently in the process of being annexed into the City and would be zoned within six months automatically A-1 (Agricultural District) upon annexation per the City zoning code if not zoned concurrently with the annexation. Currently the subject site is zoned FR-1 (Farm Residential) in Delaware Township. The property to the north is zoned M-2 (General Manufacturing District) and the property to the east is zoned M-1 PMU while the property to the west is zoned M-2 in the City and I (Industrial District) in the Delaware Township. The property to the south is zoned FR-1 in Delaware Township.

BACKGROUND/PROPOSAL

As mentioned above, the property owner is currently in process of annexing the subject site into the City with the intent of synchronizing the annexation and zoning approval to M-1 PMU at the same or nearly the time. The subject 89.618 acres is located in close proximity to the City's industrial park and is located just west of the terminus of Sawmill Parkway and would be appropriate light manufacturing land when Sawmill Parkway is extended to the west. The owner's intent and given the size of the property is to divide the property into lots as the market demands to attract industrial users to the subject property and the City.

STAFF ANALYSIS

- **COMPREHENSIVE PLAN:** The Comprehensive Plan Future Land Use Map recommends a future land use of Light Manufacturing in the Delaware Southwest Sub-Area while the applicant is proposing light manufacturing uses to be consistent with the surrounding uses and the Comprehensive Land Use Plan.
- **ZONING:** As previously mentioned, the applicant for the subject site is proposing a rezoning to M-1 PMU to be consistent with the surrounding properties. Along with the zoning amendment to a PMU, the zoning process would also require Conditional Use Permit. Because the proposed rezoning is being requested without a Preliminary Development Plan and only a plan identifying the existing conditions of the site, a Preliminary and Final Subdivision Plat would be required to be approved by the Planning Commission and City Council to subdivide the subject site into developable lots while each lot would require Preliminary and Final Development Plan to be approved by Planning Commission and City Council for each new building or development.
- **GENERAL ENGINEERING:** Because this is a Zoning Amendment and Conditional Use Permit without a Preliminary Development Plan (the applicant is only identifying the existing conditions of the subject site), preliminary and final engineering plans would not be required until Preliminary and Final Subdivision Plat and Plans are submitted respectively.
- **UTILITIES:** The subject sit is anticipated to require significant storm sewer, sanitary sewer, and water line

improvements a portion of which may be outside of the City jurisdiction. The Applicant shall be required in the absence of a development agreement to obtain and pay for any and all necessary easements, permits, and construction activities that may be required in this regard. However, the City and applicant/owner/developer now or in the future may separately agree to enter into a specific development agreement stipulating any infrastructure development items or incentives for such that may be approved by both parties.

- **ROADS AND ACCESS:** Currently the residential property is accessed by Airport Drive but when rezoned and developed for light manufacturing uses, the site would need to be accessed by an extended Sawmill Parkway across the entire or portion of the subject site per the City Engineer. The applicant or developer of the subject property shall dedicate the required right-of-way as required by the City at no cost to the City in the absence of development agreement. Upon extension of Sawmill Parkway, Airport Road would be abandoned and shall not be relied upon as public access to the subject site.
- **PEDESTRIAN CONNECTIVITY:** The future expansion of Sawmill Parkway would require a bike path and sidewalk respectively along the extended road per the adopted Bicycle and Pedestrian Master Plan 2027.
- **SITE CONFIGURATION:** The subject site currently has a farmhouse and associated out buildings that are accessed from Airport Road and would remain until the subject site is developed. Upon subdivision of the subject site and any development proposals, the development of any of the proposed out lots would require Preliminary and Final Development Plan approval that achieves compliance with the adopted development text, the minimum current zoning code requirements and all other City development requirements.
- **LANDSCAPING & SCREENING:** Any proposed landscaping would need to achieve compliance with the approved development text, the minimum current zoning code requirements and all other City development requirements. Any landscaping plans shall be reviewed and approved by the Shade Tree Commission during the Final Development Plan approval process.
- **TREE REMOVAL & REPLACEMENT:** Any qualifying trees on the subject out lots would have to be identified and documented to achieve compliance with Chapter 1168 Tree Preservation Requirements during the Final Development Plan approval process.
- **SIGNAGE/GATEWAYS & CORRIDORS PLAN:** Any proposed ground and building signage would need to achieve compliance with the approved development text and approved comprehensive sign plan for subject development and be approved during the Final Development Plan process.
- **LIGHTING:** Any lighting for the out lots would need to be reviewed and approved during the Final Development Plan process. All lighting plans would need to be submitted, reviewed and approved by the Chief Building Official and achieve compliance with the minimum zoning requirements and requirements for the shopping center per the approved text and plans and in keeping with the existing lighting.
- **AIRPORT OVERLAY DISTRICT:** Any future development Preliminary and Final Development Plan(s) would require the subject developer to receive the "Determination of No Hazard to Air Navigation" approval from the FAA because the subject property is located within the Airport Overlay District.
- **CONDITIONAL USE PERMIT:** The proposed development achieves compliance with Conditional Use Permit requirements to establish a PMU over the subject three parcels per the zoning code and approved development text.

STAFF RECOMMENDATION (2018-0955 – REZONING AMENDMENT)

Staff recommends approval of a request by Planned Communities Inc. for approval of a Rezoning Amendment for Francis and Mary Lou Wilgus on approximately 89.618 acres (parcels 419220-02-005-000 and 419-220-02-007-000) from A-1 (Agricultural District) to M-1 PMU (Light Manufacturing with a Planned Mixed Use Overlay District) at 2781 Airport Road located at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of the future extended Sawmill Parkway, with the following conditions that:

1. Any future non-residential development of the subject site shall require Preliminary and Final Subdivision Plat and Preliminary to subdivide the subject site into lots and Preliminary and Final Development Plan approval for each building and or development

FRANCIS L. R. AND MARY LOU WILGUS
2781 AIRPORT ROAD
CURRENT PARCELS #419-220-02-005-000 (52.326 ACRES)
AND #419-220-02-007-000 (37.292 ACRES)
TOTALING APPROXIMATELY 89.618 ACRES

WILGUS PROPERTY DEVELOPMENT TEXT
M-1 PMU (LIGHT MANUFACTURING WITH A PLANNED MIXED USE OVERLAY DISTRICT)
PC 2018-0955

1. DESCRIPTION OF DEVELOPMENT

Francis L. R. and Mary Lou Wilgus (applicant) who are the current owners of the property are seeking a zoning of M-1 PMU (Light Manufacturing with a Planned Mixed Use Overlay District) on the subject property and it is intended to be subdivided into multiple parcels as the market demands. The subject property is located at 2781 Airport Road which is at the western terminus of Sawmill Parkway, east of Section Line Road, south of Airport Road and north of future extended Sawmill Parkway. The intended uses of the property are noted in the land use category presented in the text.



2. GENERAL DEVELOPMENT STANDARDS

- a) **Purpose and Intent.** It is the intent of the owner to allow the subject property to achieve compliance with a majority of the M-1 District (Light Manufacturing District) uses. This Development Text represents the zoning requirements for this area unless otherwise noted.
- b) **Conformance with Codified Ordinances and City Policy.** Unless noted otherwise within this development text, all development will be constructed and provided in conformance with the then current Codified Ordinances and City Policy in effect at the time of application. This text shall control where there is conflict or silence with the current zoning code.
- c) **Limitations.** Nothing in this text shall prohibit additional restrictions or requirements from being placed on the approval of any Final Development Plan.
- d) **Development Review Process:** All developments shall comply with the then current zoning and subdivision regulations including, but not limited to, Chapter 1129 Procedures and Chapter 1111 Subdivision Regulations. The existing farmhouse and associated out buildings at the date of approval comprise the existing conditions plan for the subject site. The general process shall be Preliminary and Final Subdivision Plat approval and Preliminary and Final Development Plan approval for each new building on each respective lot. It is desired and likely that a Preliminary Plan and Plat for the entire site or a large portion of the site will be brought forward with the first end user development. These processes may be combined as allowed per the then current Zoning Code.
- e) **Major Modification.** . Once a Final Development Plan has been approved by City Council, any subsequent major modification to that plan shall only be permitted by resubmission and approval of a revised Final Development Plan through the procedures set forth in the Zoning Code. Major modification for the purposes of this text shall mean any modification of the approved Final Development Plan as determined by the Director of Planning & Community Development, that result in:
 - a) Any major change in the use or occupancy other than those uses specifically listed in this text.
 - b) Major change in the approved location of land uses and/or buildings and building sizes of more than 20%.
 - c) Substantial alteration of the basic geometry of the street layout and/or operation characteristics of any element of the approved access points and parking facilities that result in a change in operating characteristics or character.
- f) **Minor Modification.** Once a Final Development Plan has been approved by City Council, any subsequent minor modification to that plan shall only be permitted by resubmission and approval by the Director of Planning and Community Development of a revised Final Development Plan. Minor modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning and Community Development, that results in:
 - a) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning & Community Development.
 - b) Any minor change to the use or occupancy of the structures onsite other than those uses specifically allowed in this text or any minor changes to the approved site layout.

- c) Minor alteration of the basic geometry of the street layout and/or operation characteristics of any element of the approved access points and parking facilities that result in a change in operating characteristics or character.
- d) Minor structural alterations that do not alter the overall design intent of the building.
- e) After a Preliminary and Final Plat has been approved by the City Council, any change in lots, sizes and/or arrangement of lots that conforms to this text and the applicable portions of the zoning code shall be eligible for staff administrative review and approval. If staff finds this text and applicable codes are not met, amendments shall follow the normal and customary approval process through Planning Commission and City Council.

3. USE & SPECIFIC DEVELOPMENT STANDARDS

a) **Uses.** The following general manufacturing and commercial uses shall be considered permitted, conditionally permitted, limited uses, or accessory uses on the subject site as represented in the chart below by P, C, L, or A respectively, and as defined by Chapter 1121 of the Zoning Code. Any use not listed in the chart shall be considered a prohibited use unless amended by action of the Planning Commissions and City Council through a Zoning Amendment process.

- (1) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.
- (2) **Limited Uses.** Limited uses shall be considered permitted uses subject to complying with all the specific limitations and restrictions as specified within this text as determined by Final Development Plan approval.
- (3) **Conditionally Permitted Uses.** In addition to all standards specified within this development text, uses listed as conditionally permitted uses shall meet all the then current Zoning Code standards for approval of a Conditional Use Permit current at the time of application for the specific conditional use as well as any other regulations contained within the Zoning Code and applicable to the conditional use.
- (4) **Accessory Uses and Structures.** Specific accessory uses are identified but other accessory use items that are customarily incidental and secondary to the principal use of the land are permitted. Such items include but are not limited; trash receptacles and enclosures, small storage buildings, etc. If the uses are specified as conditional or limited uses, the process and limitations shall apply regardless of accessory use status.

Land Use Category	Subject Site
(a) Offices	
(1) Research and development facility	P
(2) Office—Professional, administrative, business and sales	P
(3) Training facility	P
(4) Offices for financial institutions	L
(5) Medical and dental offices, health and allied services	L
(b) Storage and Distribution	
(1) Distribution facility/truck terminal	P
(2) Warehouse or indoor storage facility, including wholesale to businesses serving vendor/suppliers to the residential or commercial construction industry or its suppliers.	P
(3) Storage (aboveground) of flammable liquids in support of or as raw material	L

inputs for permitted uses only.	
(c) Outdoor Storage	
(1) Storage (general) of materials	P
(2) Storage of fleet vehicles for operation of principal use	P
(3) Storage of equipment for sale or rental	A
(d) Manufacturing and Processing	
(1) Assembly and production facility utilizing products from previously and elsewhere prepared materials	P
(2) Meat packing, in completely enclosed building	C
(3) Manufacture of products made in part from raw materials	L
(e) Automotive and Transportation	
(1) Transportation related businesses including air or ground freight, package pickup/delivery center -	P
(2) Fueling or charging station, for principle use	A
(3) Parking lots and garages, for principle use	A
(f) Other	
(1) Public or Private safety facility	P
(2) Public or Private service/maintenance facility	P
(3) Public or Private utility substation or distribution facility	C
(4) Wireless telecommunication facility “stealthed out”	C
(5) Automotive test track and track related uses	P
(6) Trade School (in a completely enclosed building)	P
(g) Accessory Uses	
(1) Any use deemed accessory to the principal use	A
(2) Retail, including showrooms, for commercial or service businesses not to exceed 25% of a demised tenant space and not to exceed 4,000 sq. ft., whichever is less.	A
(3) Employee medical clinics, cafeterias and recreational facilities	A
(4) Fences and walls	A
(5) Maintenance, waste disposal and storage facility within enclosed building	A
(6) Off-street parking and loading	A
(7) Signs	A
(8) Trash receptacles	A
P = Permitted Use C = Conditional Use A = Accessory Use L = Limited Use	

b) Limited Uses

- (1) Use (d)(3) This use is limited by the following unless approved via the Major Modification process as defined herein.
 - A. Raw materials (with the exception of above ground storage of flammable liquids as noted in the use chart) must be stored completely within an enclosed building.
 - B. Uses may include manufacturing of finished parts or products primarily from previously prepared materials with limited raw material inputs. This use group includes: printing and related support activities: machining and machinery manufacturing; computer and electronic product manufacturing; electrical equipment, appliance, component manufacturing; and other similar related manufacturing businesses as determined by the Director of Planning & Community Development.

- C. This use is NOT characterized and no uses shall be allowed that include intensive or high impact manufacturing uses such as manufacturing of acetylene, cement, lime, gypsum, chlorine, corrosive acid, fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins and radioactive material, smelting, oil refining or any similar use as determined by the Director of Planning & Community Development.
- D. If a Major Modification process is determined to be appropriate by the Director of Planning & Community Development, City Council shall determine the impact of any such request in light of the surrounding area, the intent of this zoning text and section, and may reject any application for any reason as a result that is not consistent with this text and the then current Zoning Code.

- (2) Office Uses – Limited to bank offices and data centers only. No stand-alone branch offices or ATM drive thru’s.
- (3) Medical Offices – No stand-alone facilities are permitted. Only facilities accessory to a principal use that are completely within the building housing the principal use.
- (4) Aboveground Storage - Limited to aboveground storage tanks no larger than 2,000 gallons. If over that amount a Conditional Use Permit is required. Any such tank shall be setback a minimum 100 feet from any property line.

(c) Prohibited Uses

- (1) Adult Entertainment Businesses: (also known as sexually oriented businesses) are expressly prohibited from locating anywhere on the proposed Development site.
- (2) Outdoor Storage: No outdoor storage is permitted on the site that includes open dumps, mineral extraction, and the like.
- (3) Medical Marijuana: No medical marijuana dispensaries and/or retail uses are permitted on the subject site.
- (4) Games of Skill: Accessory or principle for-profit, non-charitable, skill based gaming uses oriented towards adults and designed to substantially mimic gambling devices such as but not limited to spinning skill stop games but not including traditional video arcade type games typically found in restaurant/party center arrangements, for example Dave & Buster’s, Magic Mountain, and Chuck E. Cheese
- (5) No new or used automotive dealerships.

c) Lot Standards. The following standards shall apply for minimum lot requirements, except as otherwise approved on the Final Development Plan.

Minimum Lot Requirements	Subject Site
(1) Minimum lot area	3 acres ^(a)
(2) Minimum lot frontage and width	200 ft. ^(b)
(3) Maximum lot coverage by buildings	40% of lot area
(4) Maximum lot coverage by buildings and pavement	70% of lot area
^(a) For lots fronting on internal streets, the minimum lot area shall be one (1) acre.	
^(b) For lots on internal streets, the minimum lot frontage shall be 150’. For lots on a cul-de-sac bulb on an internal street, the minimum lot frontage shall be 80’.	

- (c) **Building Setback Standards.** The following standards shall apply for minimum building setbacks, except as otherwise approved on the Final Development Plan.

Minimum Building Setback and Spacing Requirements	Subject Site
(1) Front Yard	50 ft.
(2) Side Yard	20 ft.
(3) Rear Yard	50 ft.
(4) Minimum separation between building (a)	30 ft.
^(a) More than one building is allowed on the same lot.	

- (d) **Parking Setbacks.** The following standards shall apply for minimum parking setbacks. Parking setbacks include any parking space, parking lot drive aisle and parking lot circulation as approved on a Final Development Plan.

Minimum Parking Setbacks	Subject Site
(1) Setback from future Sawmill Road and internal streets	20 ft.
(2) Setback from Side Yard	5 ft.
(3) Setback from Rear Yard	5 ft.

- (e) **Maximum Building Height.**

- (1) The maximum height of any building or structure (including any accessory structures) shall be 50 feet as measured from finished floor elevation to the highest point of the roof.
- (2) Any structure within 20,000 feet of boundary of the Delaware Municipal Airport shall comply with the State of Ohio and FAA notification regulations for construction in the vicinity of an airport as described in the Ohio Administrative Code, Section 5501:1-10
- (3) Due to the Subject Site’s close proximity of the Delaware County Airport, additional building height restrictions, which may vary throughout the site, need to be considered on a case by case basis depending on the specific building location.

- (f) **Building Design.**

- (1) Any new building and/or structure shall comply with the then current Zoning Code. Tilt up concrete walls, panelized wall structure systems, and the like shall be permitted in this overlay district. The side of the building facing a street or public way shall incorporate additional design elements including, but not limited to, windows, architectural elements, and additional landscaping treatments so as to ensure the front of the building has a more detailed and more highly designed appearance than other less visible elevations on the building. The intent is to ensure that a campus like environment is obtained while allowing structures to be consistent with other surrounding structures in the area south of the existing airport such as the two existing industrial buildings to the east of the subject site. Final Design Review shall be as approved on any Final Development Plan for structures on the Subject Site.
- (2) Buildings shall not have operable doors or windows, other than required fire exits, within 125 of any Residential Zoning District existing at time of Zoning Text approval.

- (g) **Tree Removal and Replacement.** Any new development activity shall comply with Chapter 1168 tree preservation regulations except as follows.

The following Tree Replacement Plan shall be the controlling regulation for the Subject Site:

- (1) *Tree survey.* An estimate of the total number, type, size and health of trees to be preserved and replaced will be provided by the applicant with each Final Development Plan as

determined and verified by the City of Delaware. The survey shall be the basis for any subsequent required tree replacement.

(2) *Calculation of replacement trees.* Only trees six (six) caliper inches and greater that are removed in the development of the Subject Site and construction on any parcel shall be replaced according to the following schedule:

A. Trees considered in good health as determined by a Certified Arborist and verified by the City of Delaware shall be replaced on a 100% replacement schedule meaning every good tree removed shall be replaced with tree(s) that have a total caliper equal to or greater than the total caliper of the tree removed.

B. Trees considered in fair health as determined by a Certified Arborist and verified by the City of Delaware shall be replaced on a 50% replacement schedule meaning every fair tree removed shall be replaced with tree(s) that have a total caliper equal to or greater than 50% of the total caliper of the tree removed.

C. Trees considered in poor health or ash trees as determined by a Certified Arborist and verified by the City of Delaware shall be exempt from replacement. However, to the maximum extent allowed by local, state, and federal regulations, poor trees and ash trees located in areas that are not required for development shall be left undisturbed on-site provided such trees are not considered hazardous to life or property as determined by the City of Delaware.

D. After development upon any parcel of the Subject Site and approval of a Final Development Plan, any tree required to be planted by a Final Development Plan that subsequently dies, is damaged during construction, or becomes diseased prior to expiration of landscaping warranty shall be replaced inch for caliper inch and in accordance with any approved Final Development Plan.

(h) **Landscaping and Screening.** Any new developments shall comply with all landscaping and screening requirements per Chapter 1166.

(1) Additional landscaping, entry features and pedestrian park connectivity (bikepaths/sidewalks) shall be required adjacent to Sawmill Parkway not inconsistent with the current adjacent pattern of development.

(i) **Lighting.** Building, site, and accent lighting shall be provided in accordance with the Chapter 1158 Lighting Plan.

(1) The light standards for the subject site shall be 0.5 foot candles for all car parking and pedestrian areas only. No lighting is required elsewhere on the site except as otherwise approved on a Final Lighting Plan.

(2) Fixtures are to be fully recessed and cut-off.

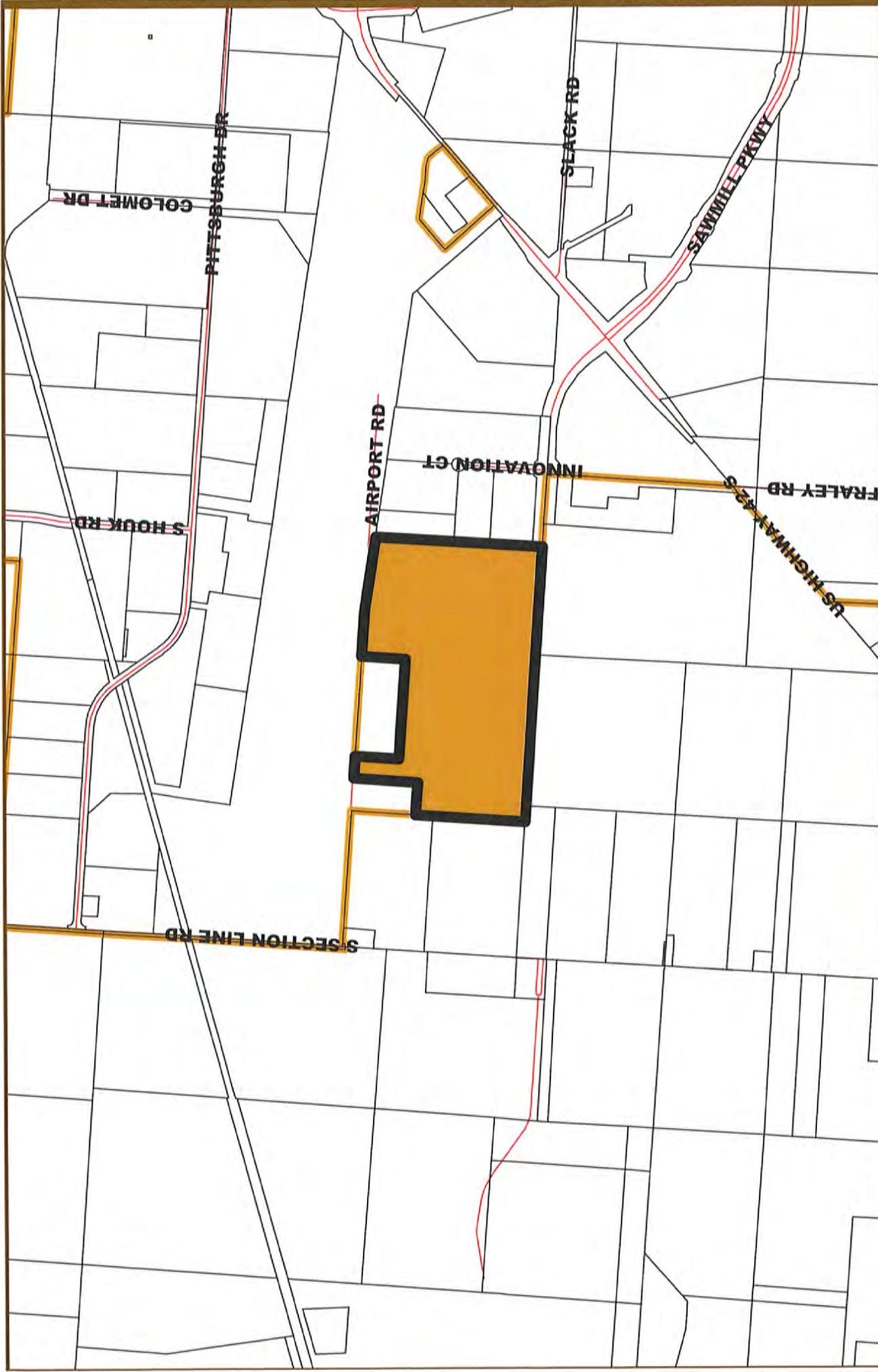
(j) **Signs.** All signage shall comply with Chapter 1165 Signs and the Gateways and Corridor Plan of the City.

(k) Access.

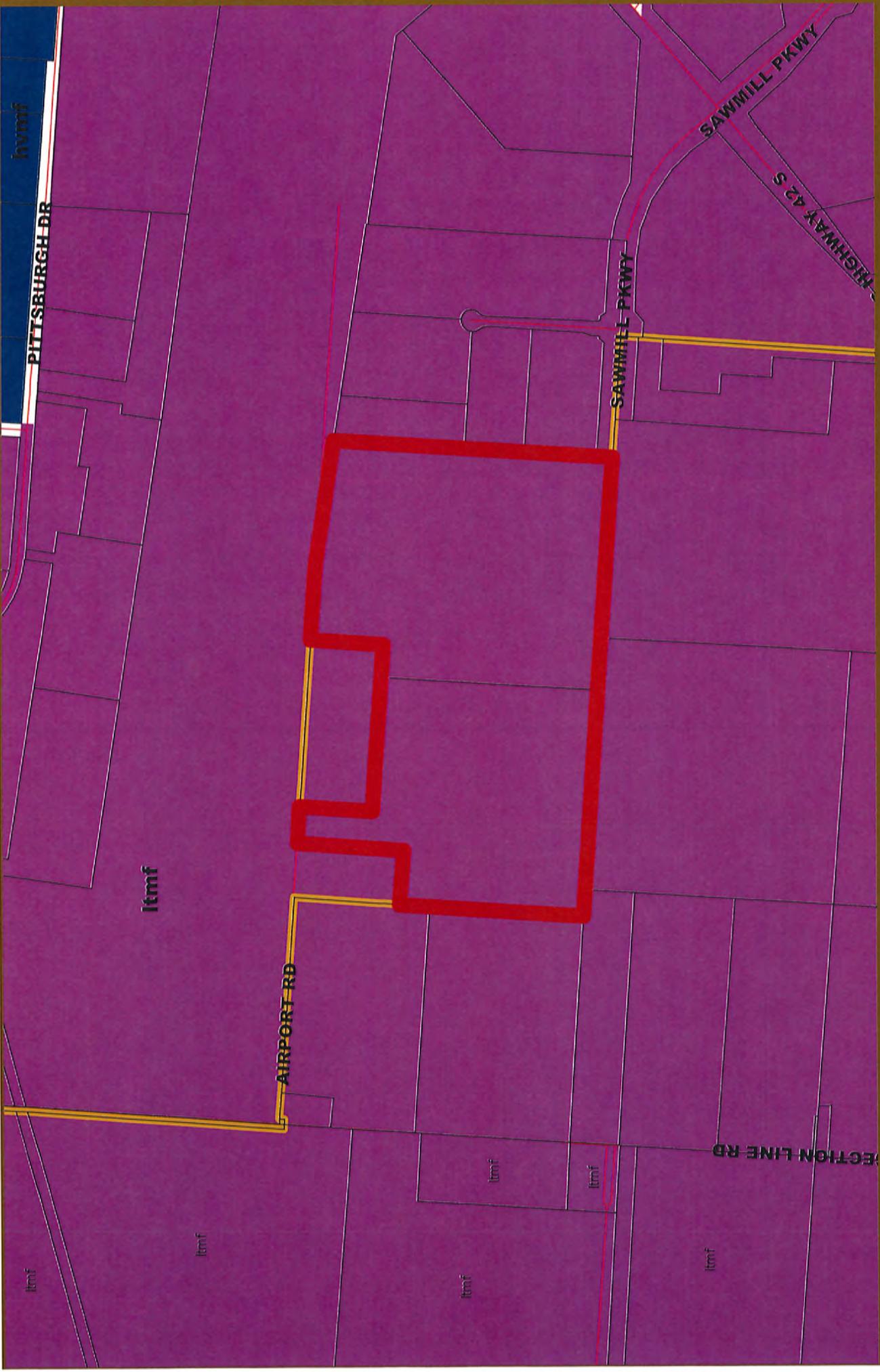
- (1) Access to the Wilgus Annexation property shall be from Sawmill Parkway and at locations and access points as required by the City.
- (2) Access to the property shall require the extension of Sawmill Parkway by the applicant or developer of the property in the absence of a development agreement and dedication at no cost to the City of required right-of-way by the Wilgus Annexation property as may be required by the City.
- (3) Airport Road is anticipated to be abandoned and shall not be relied upon by the Wilgus Annexation property as public access as required by the City.

(l) Stormwater Management.

- (1) The ability to provide an adequate Stormwater outlet is critical to this Subject Site.
 - (A) There is a small portion of the southeast corner of the Subject Site that flows to the east, in the current drainage pattern. This area shall be known as Watershed A.
 - (B) The majority of the Subject Site flows to the north and west, in the current drainage pattern. This area shall be known as Watershed B. Offsite drainage improvements, intended to provide an adequate drainage outlet, will likely be required in order for Watershed B to be efficiently developed.
 - (C) The Wilgus Annexation property is anticipated to require significant storm sewer, sanitary sewer, and water line improvements a portion of which may be outside of the City jurisdiction. The Applicant shall be required in the absence of a development agreement to obtain and pay for any and all necessary easements, permits, and construction activities that may be required in this regard.
 - (D) Notwithstanding the above conditions, the City and applicant/owner/developer now or in the future may separately agree to enter into a specific development agreement stipulating any infrastructure development items or incentives for such that may be approved by both parties.

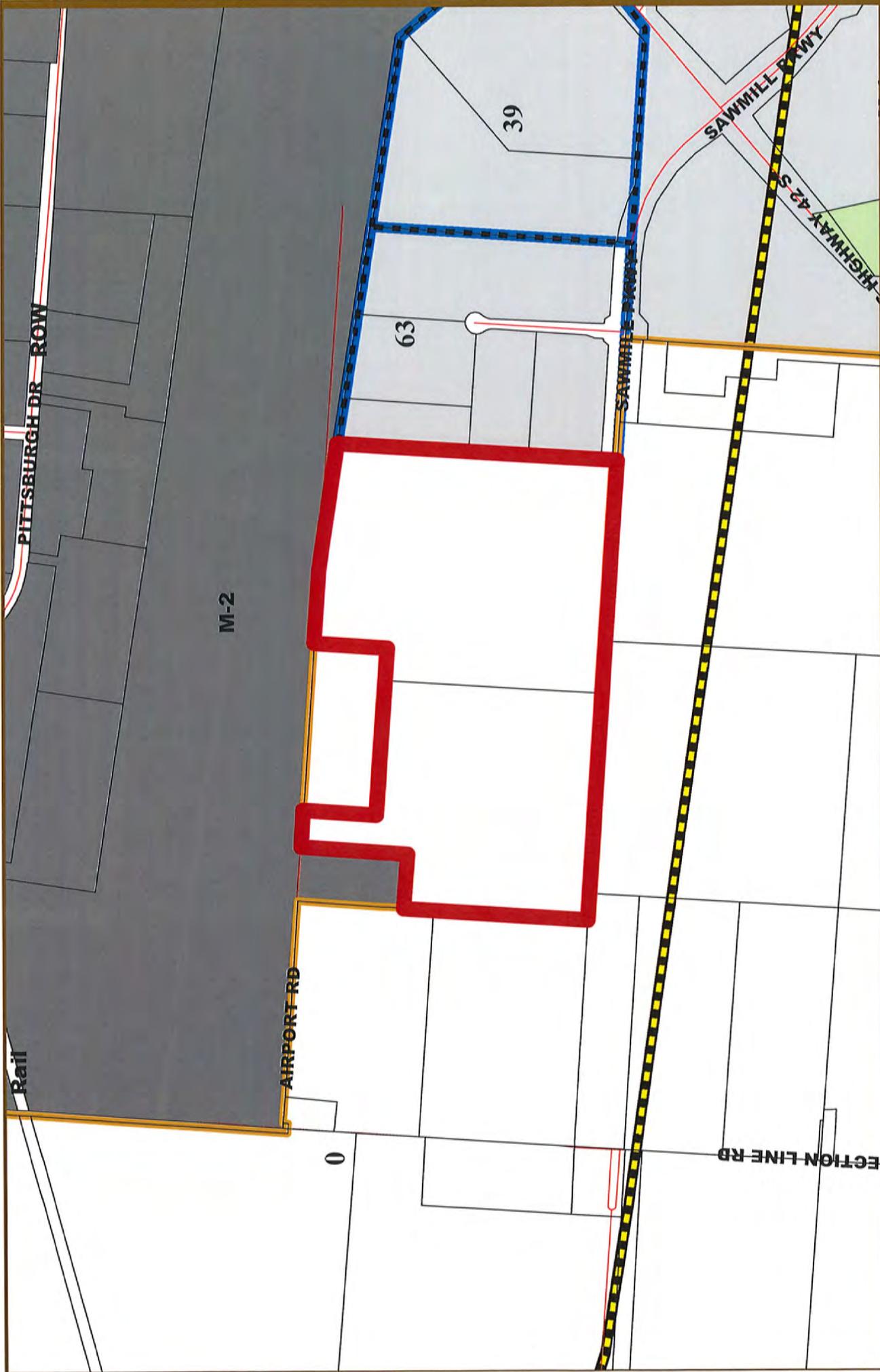


2018-0955-0956
 Rezoning Amendment and Conditional Use Permit
 Wilgus Property - Airport Road
 Location Map



2018-0955-0956
 Rezoning Amendment and Conditional Use Permit
 Wilgus Property - Airport Road
 Comprehensive Plan Map





2018-0955-0956
 Rezoning Amendment and Conditional Use Permit
 Wilgus Property - Airport Road
 Zoning Map





2018-0955-0956
Rezoning Amendment and Conditional Use Permit
Wilgus Property - Airport Road
Aerial (2016) Map



**WILGUS PROPERTY
REZONING SUBMITTAL**

**THE CITY OF DELAWARE
DELAWARE COUNTY, OHIO**

Prepared for:

**WILGUS PROPERTY
2781 AIRPORT ROAD**

Prepared by:

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
WORTHINGTON, OHIO**

CEC Project 173-951

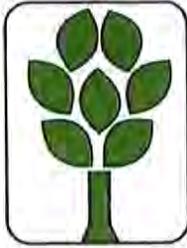
MAY 2018



Civil & Environmental Consultants, Inc.

APPENDIX A

STATEMENT FOR PROPOSED AMENDMENT



Planned Communities, Inc.

110 B. Northwoods Blvd.
Columbus, Ohio 43235
(614) 846-5330
(614) 846-7783 Fax

May 1, 2018

Dave Efland, AICP
Director of Planning and Community Development
City of Delaware
1 South Sandusky Street
Delaware, Ohio 43015

Re: Wilgus property, Rezoning submittal

Dear Dave,

On behalf of Francis and Mary Lou Wilgus, we are herein submitting a rezoning application for their 89 acre parcel with current frontage on Airport Road. This is the same property that is under consideration by the City for annexation.

The Wilgus's intent is rezone and market the property consistent with other properties in the area. We appreciate the meetings held with you, your staff and other representatives who assisted in preparing the text.

We look forward to reviewing the application with the City Planning Commission and City Council.

If you have any questions in the interim, please contact me.

Jack Brickner
Development Director
Planned Communities, Inc.

APPENDIX B

**PLANNING & COMMUNITY DEVELOPMENT MASTER APPLICATION
FORM**



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



Project # _____

Case # _____

Planning Commission

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

Subdivision/Project Name WILGUS Address 2781 AIRPORT ROAD
 Acreage 89.418 Square Footage _____ Number of Lots 1 Number of Units 1
 Zoning District/Land Use FR-1 Proposed Zoning/Land Use PMU Parcel # 419-220-02-005-000
419-220-02-007-000

Applicant Name FRANCIS L.R. WILGUS Contact Person DEBBIE LEDLEY
MARY LOU
 Applicant Address 5787 ROBINHOOD LANE OSTRANDER, OHIO

Phone 614-530-0660 Fax _____ E-mail DLEDLEY@HOTMAIL.COM

Owner Name FRANCIS L.R. WILGUS Contact Person DEBBIE LEDLEY
MARY LOU
 Owner Address 5787 ROBINHOOD LANE OSTRANDER, OHIO

Phone 614-530-0660 Fax _____ E-mail DLEDLEY@HOTMAIL.COM

Engineer/Architect/Attorney CEC INC. Contact Person TIM VOLCHKO
 Address 250 OLD WILSON BRIDGE ROAD SUITE 250
NORTHINGTON, OHIO

Phone 614-310-0178 Fax 614-540-6688 E-mail TVOLCHKO@CECINC.COM

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

[Signature]
 Owner Signature
[Signature]
 Agent Signature

Mary Lou Wilgus
 Owner Printed Name
JOHN BRICKNER
 Agent Printed Name

Sworn to before me and subscribed in my presence this 30 day of April, 2018



Chelsey Garrabrant
 Notary Public, State of Ohio
 My Commission Expires 12/1/2020

Chelsey Garrabrant
 Notary Public

APPENDIX C
DEVELOPMENT TEXT

FRANCIS L. R. AND MARY LOU WILGUS
2781 AIRPORT ROAD
CURRENT PARCELS #419-220-02-005-000 (52.326 ACRES)
AND #419-220-02-007-000 (37.292 ACRES)
TOTALING APPROXIMATELY 89.618 ACRES

DEVELOPMENT TEXT
PLANNED MIXED USE OVERLAY DISTRICT
PC 2018-2061

1. DESCRIPTION OF DEVELOPMENT

Francis L. R. and Mary Lou Wilgus (applicant) who are the current owners of the property, which is under consideration to be annexed to the City of Delaware. They are seeking a zoning of PMU (Planned Mixed Use Overlay District) on the subject property and it is intended to be subdivided into multiple parcels. The subject property is located along the planned future Sawmill Parkway extension east of Section Line Road and currently shown by the County Auditor as being addressed as 2781 Airport Road located south of Airport Road and north of future Sawmill Parkway. The intended uses of the property are noted in the land use category presented in the text.

2. GENERAL DEVELOPMENT STANDARDS

- a) **Purpose and Intent.** It is the intent of the owner to allow the subject property to achieve compliance with the M-1 District (Light Manufacturing District). This Development Text represents the zoning requirements for this area unless otherwise noted.
- b) **Conformance with Codified Ordinances and City Policy.** Unless noted otherwise within this development text, all development will be constructed and provided in conformance with the then current Codified Ordinances and City Policy in effect at the time of application. This text shall control where there is conflict or silence with the current zoning code.
- c) **Limitations.** Nothing in this text shall prohibit additional restrictions or requirements from being placed on the approval of any Final Development Plan.
- d) **Development Review Process:** All developments shall comply with the then current zoning and subdivision regulations including, but not limited to, Chapter 1129 Procedures and Chapter 1111 Subdivision Regulations. The general process shall be Preliminary and Final Development Plan and Plat Reviews. These processes may be combined as allowed per the then current Zoning Code.
- e) **Major Modification.** The existing farmhouse and associated out buildings at the date of approval comprise the Final Development Plan. Once a Final Development Plan has been

approved by City Council, any subsequent major modification to that plan shall only be permitted by resubmission and approval of a revised Final Development Plan through the procedures set forth in the Zoning Code. Major modification for the purposes of this text shall mean any modification of the approved Final Development Plan as determined by the Director of Planning & Community Development, that result in:

- (1) Any major change in the use, occupancy or major increase in the building area.
- (2) Major changes in the approved location of land uses.

f) **Minor Modification.** Once a Final Development Plan has been approved by City Council, any subsequent minor modification to that plan shall only be permitted by resubmission and approval by the Director of Planning and Community Development of a revised Final Development Plan. Minor modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning and Community Development, that results in:

- (1) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning & Community Development.
- (2) Any minor change to the use or occupancy other than those uses specifically allowed in this text or any minor changes to the approved site layout.
- (3) Minor change in the approved location of land uses.
- (4) Minor structural alterations that do not alter the over design intent of the building.

3. USE & SPECIFIC DEVELOPMENT STANDARDS



- a) **Uses.** The following general manufacturing and commercial uses shall be considered permitted, conditionally permitted, limited uses, or accessory uses on the subject site as represented in the chart below by P, C, L, or A respectively, and as defined by Chapter 1121 of the Zoning Code. Any use not listed in the chart shall be considered a prohibited use unless amended by action of the Planning Commissions and City Council through a Zoning Amendment process.
- (1) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

- (2) **Limited Uses.** Limited uses shall be considered permitted uses subject to complying with all the specific limitations and restrictions as specified within this text as determined by Final Development Plan approval.
- (3) **Conditionally Permitted Uses.** In addition to all standards specified within this development text, uses listed as conditionally permitted uses shall meet all the then current Zoning Code standards for approval of a Conditional Use Permit current at the time of application for the specific conditional use as well as any other regulations contained within the Zoning Code and applicable to the conditional use.
- (4) **Accessory Uses and Structures.** Specific accessory uses are identified but other accessory use items that are customarily incidental and secondary to the principal use of the land are permitted. Such items include but are not limited; trash receptacles and enclosures, small storage buildings, etc. If the uses are specified as conditional or limited uses, the process and limitations shall apply regardless of accessory use status.

Land Use Category	Subject Site
(a) Offices	
(1) Research and development facility	P
(2) Office—Professional, administrative, business and sales	P
(3) Training facility	P
(4) Offices for financial institutions, back office support/data centers as opposed to retail branch locations	L
(5) Medical and dental offices, health and allied services	L
(b) Storage and Distribution	
(1) Distribution facility/truck terminal	P
(2) Warehouse or indoor storage facility, including wholesale to businesses serving vendor/suppliers to the residential or commercial construction industry or its suppliers.	P
(3) Storage (aboveground) of flammable liquids in support of or as raw material inputs for permitted uses only.	C
(c) Outdoor Storage	
(1) Storage (general) of materials	P
(2) Storage of fleet vehicles for operation of principal use	P
(3) Storage of equipment for sale or rental	A
(d) Manufacturing and Processing	
(1) Assembly and production facility utilizing products from previously and elsewhere prepared materials	P
(2) Meat packing, in completely enclosed building	C
(3) Manufacture of products made in part from raw materials	L

(e) Automotive and Transportation	
(1) Airport and airport related uses including Transportation related businesses including air or ground freight, package pickup/ delivery center - see Section 1145.07 of the Zoning Code	A
(2) Fueling or charging station, for principle use	A
(3) Parking lots and garages, for principle use	A
(f) Other	
(1) Public or Private safety facility	P
(2) Public or Private service/maintenance facility	P
(3) Public or Private utility substation or distribution facility	C
(4) Wireless telecommunication facility "stealthed out"	C
(5) Automotive test track and track related uses	P
(6) Trade School, if completely enclosed	P
(g) Accessory Uses	
(1) Any use deemed accessory to the principal use	A
(2) Retail, including showrooms, for commercial or service businesses not to exceed 25% of a demised tenant space and not to exceed 4,000 sq. ft., whichever is less.	A
(3) Employee medical clinics, cafeterias and recreational facilities	A
(4) Fences and walls	A
(5) Maintenance, waste disposal and storage facility within enclosed building	A
(6) Off-street parking and loading	A
(7) Signs	A
(8) Trash receptacles	A
P = Permitted Use C = Conditional Use A = Accessory Use L = Limited Use	

b) Limited Uses

- (1) Use (d)(3) Manufacture of products made in part from raw materials from the use chart above: This use is limited by the following unless approved via the Major Modification process as defined herein.
 - A. Raw materials (with the exception of above ground storage of flammable liquids as noted in the use chart) must be stored completely within an enclosed building.
 - B. Uses may include manufacturing of finished parts or products primarily from previously prepared materials with limited raw material inputs. This use group includes: printing and related support activities: machining and machinery manufacturing; computer and electronic product manufacturing; electrical equipment, appliance, component manufacturing; and other similar related manufacturing businesses as determined by the Director of Planning & Community Development.

- C. This use is NOT characterized and no uses shall be allowed that include intensive or high impact manufacturing uses such as manufacturing of acetylene, cement, lime, gypsum, chlorine, corrosive acid, fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products, coal products, plastic and synthetic resins and radioactive material, smelting, oil refining or any similar use as determined by the Director of Planning & Community Development.
- D. If a Major Modification process is determined to be appropriate by the Director of Planning & Community Development, City Council shall determine the impact of any such request in light of the surrounding area, the intent of this zoning text and section, and may reject any application for any reason as a result that is not consistent with this text and the then current Zoning Code.

c) **Lot Requirements.** The following standards shall apply for minimum lot requirements, except as otherwise approved on the Final Development Plan.

Minimum Lot Requirements	Subject Site
(1) Minimum lot area	3 acres ^(a)
(2) Minimum lot frontage and width	200 ft. ^(b)
(3) Maximum lot coverage by buildings	40% of lot area
(4) Maximum lot coverage by buildings and pavement	70% of lot area
^(a) For lots fronting on internal streets, the minimum lot area shall be one (1) acre.	
^(b) For lots on internal streets, the minimum lot frontage shall be 150'. For lots on a cul-de-sac bulb on an internal street, the minimum lot frontage shall be 80'.	

(c) **Building setback and spacing requirements.** The following standards shall apply for minimum building setbacks, except as otherwise approved on the Final Development Plan.

Minimum Building Setback and Spacing Requirements	Subject Site
(1) Front Yard	50 ft.
(2) Side Yard	20 ft.
(3) Rear Yard	50 ft.
(4) Minimum separation between building (a)	30 ft.
^(a) More than one building is allowed on the same lot.	

(d) **Parking Setbacks.** The following standards shall apply for minimum parking setbacks. Parking setbacks include any parking space, parking lot drive aisle and parking lot circulation as approved on a Final Development Plan.

Minimum Parking Setbacks	Subject Site
(1) Setback from future Sawmill Road and internal streets	20 ft.
(2) Setback from Side Yard	5 ft.
(3) Setback from Rear Yard	5 ft.

(e) **Maximum Building Height.**

- (1) The maximum height of any building or structure (including any accessory structures) shall be 50 feet as measured from finished floor elevation to the highest point of the roof.
- (2) Any structure within 20,000 feet of boundary of the Delaware Municipal Airport shall comply with the State of Ohio and FAA notification regulations for construction in the vicinity of an airport as described in the Ohio Administrative Code, Section 5501:1-10
- (3) Due to the Subject Site's close proximity of the Delaware County Airport, additional building height restrictions, which may vary throughout the site, need to be considered on a case by case basis depending on the specific building location.

(f) Building Design.

- (1) Any new building and/or structure shall comply with the then current Zoning Code. Tilt up concrete walls, panelized wall structure systems, and the like shall be permitted in this overlay district. The side of the building facing a street or public way shall incorporate additional design elements including, but not limited to, windows, architectural elements, and additional landscaping treatments so as to ensure the front of the building has a more detailed and more highly designed appearance than other less visible elevations on the building. The intent is to ensure that a campus like environment is obtained while allowing structures to be consistent with other surrounding structures in the area south of the existing airport such as the two existing industrial buildings to the east of the subject site. Final Design Review shall be as approved on any Final Development Plan for structures on the Subject Site.
- (2) Buildings shall not have operable doors or windows, other than required fire exits, within 125 of any Residential Zoning District existing at time of Zoning Text approval.

(g) Tree Removal and Replacement. Any new development activity shall comply with Chapter 1168 tree preservation regulations except as follows.

The following Tree Replacement Plan shall be the controlling regulation for the Subject Site:

- (1) *Tree survey.* An estimate of the total number, type, size and health of trees to be preserved and replaced will be provided by the applicant with each Final Development Plan as determined and verified by the City of Delaware. The survey shall be the basis for any subsequent required tree replacement.
- (2) *Calculation of replacement trees.* Only trees six (six) caliper inches and greater that are removed in the development of the Subject Site and construction on any parcel shall be replaced according to the following schedule:
 - A. Trees considered in good health as determined by a Certified Arborist and verified by the City of Delaware shall be replaced on a 100% replacement schedule meaning every good tree removed shall be replaced with tree(s) that have a total caliper equal to or greater than the total caliper of the tree removed.
 - B. Trees considered in fair health as determined by a Certified Arborist and verified by the City of Delaware shall be replaced on a 50% replacement schedule meaning

every fair tree removed shall be replaced with tree(s) that have a total caliper equal to or greater than 50% of the total caliper of the tree removed.

- C. Trees considered in poor health or ash trees as determined by a Certified Arborist and verified by the City of Delaware shall be exempt from replacement. However, to the maximum extent allowed by local, state, and federal regulations, poor trees and ash trees located in areas that are not required for development shall be left undisturbed on-site provided such trees are not considered hazardous to life or property as determined by the City of Delaware.
 - D. After development upon any parcel of the Subject Site and approval of a Final Development Plan, any tree required to be planted by a Final Development Plan that subsequently dies, is damaged during construction, or becomes diseased prior to expiration of landscaping warranty shall be replaced inch for caliper inch and in accordance with any approved Final Development Plan.
- (h) **Landscaping and Screening.** Any new developments shall comply with all landscaping and screening requirements per Chapter 1166.
- (i) **Lighting.** Building, site, and accent lighting shall be provided in accordance with the Chapter 1158 Lighting Plan.
- (1) The light standards for the subject site shall be 0.5 foot candles for all car parking and pedestrian areas only. No lighting is required elsewhere on the site except as otherwise approved on a Final Lighting Plan.
- (j) **Signs.** All signage shall comply with Chapter 1165 Signs and the Gateways and Corridor Plan of the City.
- (k) **Access.**
- (1) There shall be one primary access point from Sawmill Parkway within the limits of the property. The location shall be determined by the City.
 - (2) One Emergency Access point is required for the Subject Site, the location is to be determined. Potential locations for the Emergency Access is from a connection on either Sawmill Parkway, existing Airport Road or the property to the east.
- (l) **Stormwater Management.**
- (1) The ability to provide an adequate Stormwater outlet is critical to this Subject Site.
 - (A) There is a small portion of the southeast corner of the Subject Site that flows to the east, in the current drainage pattern. This area shall be known as Watershed A.
 - (B) The majority of the Subject Site flows to the north and west, in the current drainage pattern. This area shall be known as Watershed B. Offsite drainage improvements, intended to provide an adequate drainage outlet, will likely be required in order for Watershed B to be efficiently developed.

APPENDIX D
LEGAL DESCRIPTION

**DESCRIPTION OF 89.618 ACRE TRACT
FOR ZONING PURPOSES**

Situated in the State of Ohio, County of Delaware, Township of Delaware, located in Farm Lots 13 and 17, Section 2, Township 4, Range 19, of the United States Military Lands, and part of 54.750 acres and 50.000 acres as described in deed to Francis L. Wilgus and Mary Lou Wilgus, of record in Volume 677, Page 2363, all being of record in the Recorder's Office, Delaware County, Ohio and being more particularly described as follows:

BEGINNING, at Northwesterly corner of Lot 4 of Innovation Business Park, of record in Plat Cabinet 4, Slide 43-43B, and said corner being an angle point in the existing City of Delaware Corporation Line as established by Ordinance Number 93-284 and of record in Plat Cabinet 1, Slide 269;

Thence South $03^{\circ}38'22''$ West, with the westerly line of said Innovation Business Park and the easterly line of said 54.750 acres, also being the existing City of Delaware Corporation Line as established by Ordinance Number 14-96 and of record in Deed Book 1315, Page 174, a distance of 1662.24 feet, to a point on the northerly line of 69.767 acre tract described in deed to 42 View Farm, LLC., of recorded in Deed Book 1136, Page 1636, also being the common line of Farm Lot 25 and Farm Lot 13, also being the common corner of said 54.750 acres and an angle point of said existing City of Delaware Corporation Line;

Thence North $85^{\circ}19'23''$ West, with the proposed Corporation Line and the common line of said 54.750 acres and of said 69.767 acres, a distance of 1090.90 feet, to a common corner of said 69.767 acres and 50.740 acre tract described in deed to Sectionline Sawmill, LLC., as recorded in Deed Book 1136, Page 1631, also being a common corner of Farm Lot 25 and Farm Lot 40;

Thence North $85^{\circ}14'38''$ West, with the northerly line of said 50.740 acres, also being the common line of Farm Lot 17 and Farm Lot 40, a distance of 1490.36 feet, to a common corner of said 50.740 acre tract and 10.000 acre tract described in deed to Sectionline Sawmill, LLC., of record in Deed Book 1136, Page 1631, also being a common corner of Farm Lot 40 and Farm Lot 41;

Thence North $85^{\circ}55'24''$ West, with the northerly line of said 10.000 acres and the common line of Farm Lot 17 and Farm Lot 41, a distance of 159.16 feet, to a point at the common corner of 50.000 acre tract described in deed to Francis L. Wilgus and Mary Lou Wilgus, of record in Volume 677, Page 2363 and 47.198 acre tract described in deed to TCCI LLC., of record in Volume 835, Page 1739;

Thence North $04^{\circ}04'29''$ East, with the common line of said 50.000 acres and of said 49.198 acres, a distance of 1085.64 feet, to a common corner of 2.640 acre tract described in deed to TCCI LLC., of recorded in Volume 835, Page 1739 and Lot 9906 of Delaware Municipal Airport Plat, of record in Plat Cabinet 3, Slide 522, also being an angle point in the existing City of Delaware Corporation Line as established by Ordinance Number 93-284 and of record in Plat Cabinet 1, Slide 269;

Thence South $86^{\circ}01'51''$ East, with the southerly line of said Lot 9906, also being of said existing City of Delaware Corporation Line, a distance of 322.08 feet, to a corner of said Lot 9906, also being an angle point of said existing City of Delaware Corporation Line;

Thence North $03^{\circ}33'18''$ East, with the easterly line of said Lot 9906 and the said existing City of Delaware Corporation Line, a distance of 639.88 feet, to a point of said Lot 9906 and an angle point of said existing City of Delaware Corporation Line, also being the centerline of Airport Road;

Thence South $86^{\circ}00'51''$ East, with the southerly line of said Lot 9906 and the said existing City of Delaware Corporation Line, also being the centerline of Airport Road, a distance of 219.00 feet, to the northwesterly corner of 9.906 acre tract described in deed to City of Delaware, of recorded in Volume 834, Page 913;

Thence South $03^{\circ}59'09''$ West, with the westerly line of said 9.906 acres, also being the proposed Corporation Line, a distance of 435.20 feet, to the southerly line of said 9.906 acres, also being an angle point in the proposed Corporation Line;

Thence South $86^{\circ}00'51''$ East, with the southerly line of said 9.906 acres, a distance of 991.53 feet, to a point on the easterly line of a said 9.906 acre tract;

Thence North $03^{\circ}59'09''$ East, with the easterly line of said 9.906 acres, a distance of 434.96 feet, to a point on the southerly line of a said Lot 9906 and the said existing City of Delaware Corporation Line, also being the centerline of Airport Road.

Thence South $85^{\circ}56'41''$ East, with the southerly line of said Lot 9906 and the northerly line of said 54.750 acres and the said existing City of Delaware Corporation Line, a distance of 468.88 feet, to a point on the southerly line of a said Lot 9906 and the northerly line of said 54.750 acres, also being an angle point of said existing City of Delaware Corporation Line;

Thence South $81^{\circ}17'36''$ East, with the southerly line of said Lot 9906 and the said existing City of Delaware Corporation Line, a distance of 734.42 feet, to a point on the southerly line of said Lot 9906 and the said existing City of Delaware Corporation Line, containing 89.618 acres, more or less, being approximately 52.326 acres in Farm Lot 13 and approximately 37.292 acres in Farm Lot 17.

All bearings and distances shown on this survey are per deed of record and not the result of an actual boundary survey. The above description is intended for zoning purposes only and not be used in the transfer of real property.

APPENDIX E

ANNEXATION PETITION ADDRESSES

Annexation Petition

Owner	Parcel No.	Tax Payer Address
City of Delaware	419-220-03-001-000	1 S. Sandusky St Delaware, OH 43015
City of Delaware	419-220-02-007-001	1 S. Sandusky St. Delaware, OH 13015
MPTB, LLC	419-220-02-003-004	691 Old Pond Lane Powell, Oh 43065
Sawmill- Delaware Investments, LLC	419-220-02-003-005	1036 Hills-Miller Rd. Delaware, OH 43015
Symmerty II, LLC	419-220-02-003-006	1036 Hills-Miller Rd. Delaware, OH 43015
42 Farm View, LLC	419-230-01-028-000	7017 Steitz Rd. Powell, OH 43065
Sectionline Sawmill, LLC	419-230-01-025-000	7017 Steitz Rd. Powell, OH 43065
Sectionline Sawmill, LLC	419-230-01-001-000	7017 Steitz Rd. Powell, OH 43065
TCCI, LLC	419-220-02-012-000	c/o Trucco Construction 3531 Airport Rd. Delaware, OH 43015
City of Delaware	419-220-03-001-000	1 S. Sandusky St. Delaware, OH 43015
TCCI, LLC	419-220-02-011-000	c/o Trucco Construction 3531 Airport Rd. Delaware, OH 43015

APPENDIX F

REZONING DEVELOPMENT PLAN (11"X17")

APPENDIX G

REZONING DEVELOPMENT PLAN (22"X34")



FACT SHEET

AGENDA ITEM NO: 13

DATE: 06/25/2018

ORDINANCE NO: 18-50

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
JUNE 25, 2018 at 7:45 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A REZONING AMENDMENT FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) FROM PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) AND R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) TO PO/I AND R-3 PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 235 AND 239 WEST WILLIAM STREET.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 6-0 on June 6, 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

Letters Submitted by Public

ORDINANCE NO. 18-50

AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A REZONING AMENDMENT FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) FROM PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) AND R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) TO PO/I AND R-3 PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 235 AND 239 WEST WILLIAM STREET.

WHEREAS, the Planning Commission at its meeting on June 6, 2018 recommended approval of a Rezoning Amendment for the Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) from PO/I (Planned Office/Institutional District) and R-3 (One-Family Residential District) to PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street (2018-1026).

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

SECTION 1. That the Rezoning Amendment for the Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) from PO/I (Planned Office/Institutional District) and R-3 (One-Family Residential District) to PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street, is hereby confirmed, approved and accepted with the following conditions that:

1. Any new structure(s) or any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.
2. The proposed existing building and addition at 235 West William Street shall be for the proposed Inn use only and the property at 239 West William Street shall be for a parking lot or open space only. The property at 239 West William Street shall have a covenant placed upon it to this 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



FACT SHEET

AGENDA ITEM NO: 14

DATE: 06/25/2018

ORDINANCE NO: 18-51

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
June 25, 2018 at 7:45 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR THE FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) AT 235 AND 239 WEST WILLIAM STREET.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1148 Conditional Use Regulations of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 6-0 on June 6, 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. 18-51

AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) AT 235 AND 239 WEST WILLIAM STREET.

WHEREAS, the Planning Commission at its meeting on June 6, 2018 recommended approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for the Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) at 235 and 239 West William Street (2018-1027).

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

SECTION 1. That the Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for the Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) at 235 and 239 West William Street, is hereby confirmed, approved and accepted.

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

AGENDA ITEM NO: 15

DATE: 06/25/2018

ORDINANCE NO: 18-52

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 MANOS PROPERTIES FOR APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) ON PROPERTY ZONED PO/I AND R-3 PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 235 AND 239 WEST WILLIAM STREET.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Chapter 1129.04 Procedures of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 6-0 on June 6, 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. 18-52

AN ORDINANCE FOR MANOS PROPERTIES FOR APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN FOR THE WESLEYAN INN ON APPROXIMATELY 1.09 ACRES (PARCELS 519-433-04-005-000 AND 519-433-04-002) ON PROPERTY ZONED PO/I AND R-3 PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 235 AND 239 WEST WILLIAM STREET.

WHEREAS, the Planning Commission at its meeting on June 6, 2018 recommended approval of a Preliminary Development Plan for the Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) on property zoned PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street (2018-1028).

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

SECTION 1. That the a Preliminary Development Plan for the Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) on property zoned PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street, 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 addition of the two-way left turn lane into the site shall require parking modifications along the north side of West William Street approved by the City Engineer. Any modifications to parking shall include agreements from affected property owners adjacent to the roadway. Any parking proposed to be eliminated must include agreements from the affected property owners and shall require approval of the Parking and Safety Committee. Parking shall be maintained to the maximum extent practicable and include curb modifications to provide a widened area to allow parallel parking beyond the existing curb line. All necessary associated improvements including, but not limited to, sidewalk and utility pole relocations, shall be made by the developer. If agreements cannot be obtained from affected property owners or approval cannot be gained from the Parking and Safety Committee, street

widening shall need to take place on the developer's side of West William Street to allow for construction of the turn lane

3. Because no public storm sewer exists adjacent to the site, a storm sewer extension shall be required to be designed and constructed by the developer. Design of the storm sewer and any associated roadway restoration shall need to be approved by the Public Works Department and Public Utilities Department.
4. An emergency access point shall be required on the south eastern portion of the site adjacent to the Ohio Wesleyan parking lot that is accessed off Oak Hill Avenue. An executed agreement by the subject property owner and Ohio Wesleyan University shall be recorded at the County prior to final occupancy. The exact type of connection and barrier shall be determined during the Final Development Plan approval process.
5. The number of hotel rooms shall not exceed 43 rooms.
6. The number of required parking spaces shall be 47 in accordance with development text and development plan.
7. The dumpster shall be enclosed by brick or stone that matches the building with wood doors painted or stained to match.
8. The proposed hotel building shall achieve compliance with the design standards of the approved development text.
9. The exposed portion of the retaining wall shall be faced with Delaware blue vein limestone or equivalent as approved by staff.
10. The applicant shall make a payment of \$16,700 to achieve compliance with Chapter 1168 Tree Preservation Requirements prior to construction drawing approval.
11. Any street trees or other on-site trees damaged by construction shall be replaced.
12. A six foot high solid wood fence shall be located along the western property line to screen the adjacent house while an eight foot high solid wood fence shall be located along the southwestern portion of the site to screen the adjacent residential zoned property. The landscaping shall be on the adjacent residential side of the fence along the west and southwestern property lines
13. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
14. A lighting plan shall be documented in the Final Development Plan that achieves compliance with approved development text and minimum zoning requirements and shall be reviewed and approved by the Chief Building Official.

15. Any signage shall be documented on the Final Development Plan and shall achieve compliance with the approved development text and the adopted Gateways and Corridor Plan.
16. The entire development shall achieve compliance with the minimum engineering, public works and fire department requirements.
17. The subject two lots shall be consolidated into one lot prior to final occupancy permit.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
 ABSTAIN ___

PASSED: _____, 2018

YEAS___ NAYS___
 ABSTAIN ___

ATTEST: _____
 CITY CLERK

 MAYOR

CASE NUMBER: 2018-1026-1028
REQUEST: Multiple Requests
PROJECT: The Wesleyan Inn
MEETING DATE: June 6, 2018

APPLICANT/OWNER

Manos Properties
5973 Macewen Court
Dublin, Ohio 43017

REQUEST

2018-1026: A request by Manos Properties for approval of a Rezoning Amendment for The Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) from PO/I (Planned Office/Institutional District) and R-3 (One-Family Residential District) to PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street.

2018-1027: A request by Manos Properties for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for The Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) at 235 West William Street.

2018-1028: A request by Manos Properties for approval of a Preliminary Development Plan for The Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) on property zoned PO/I and R-3 PMU (Planned Office/Institutional District and One-Family Single Family District with a Planned Mixed Use Overlay District) at 235 West William Street.

PROPERTY LOCATION & DESCRIPTION

The subject 1.09 acres encompass two properties 235 and 239 West William Street which is located on the south side of the street. The property at 235 West William Street is zoned PO/I Planned Office/Institutional while the property at 239 West William Street is zoned R-3 (One-Family Residential District). The properties to the north are zoned R-3, the properties to the south are zoned PO/I and R-3, the property to the east is zoned PO/I and the property to the west is zoned R-3.

BACKGROUND/PROPOSAL

The owner purchased the former Ohio Wesleyan dormitory/theme house in 2017 from Ohio Wesleyan University and the house at 239 West William in 2018. Now the owner is proposing to raze the existing house at 239 West William Street and renovate and expand the former dormitory at 235 West William Street into a 43 room Inn which encompasses 6,106 square feet. Also, the developer has a mutual understanding agreement to purchase the house at 243 West William Street which is located just west of 239 East William Street if the development is approved and the house would remain to serve as a buffer for the residents to the west. Two access points from West William Street would access and encircle the proposed Inn with 47 parking spaces.

This applicant proposes to save renovate the original Perkins house rather than simply demolish it as is his right. This is a welcome approach to staff while integrating an adaptive reuse of the property as proposed. Additionally, it needs to be clearly understood that the property proposed for the Inn is in fact zoned appropriately for such use being PO/I currently, which allows the use conditionally. The applicant also needed to provide adequate parking for the project. After acquiring the adjacent parcel to the west, this provided such space for parking. Rezoning to PMU allows the maximum control by the City to ensure the Inn use is only upon the current zoned PO/I property while the parking lot parcel remains only for parking. Overall, this proposal preserves and repairs the dilapidated Perkins home, adaptively reuses the site, contains and orients the Inn to the adjacent University owned property and provides adequate parking as a buffer to the property to the west the applicant has an agreement to purchase. This would provide a reasonable transition between the huge Stuyvesant Hall dormitory, health center, fitness center, performance space and a kitchen to the residential neighborhood to the west and 237 student residents occupying the approximate 21,700 footprint.

STAFF ANALYSIS

- **ZONING:** As previously mentioned, 235 West William Street is zoned PO/I which permits a hotel as a conditional use while 239 West William is zoned R-3 which does not allow the proposed hotel or its associated parking in this case. Therefore the applicant is requesting a Planned Mixed Use Overly District (PMU) to allow the subject hotel at the 235 West William property and associated parking lot at the 239 West William property. The PMU requires a specific site plan and zoning text that is compatible with and provides

a reasonable transition to the adjacent residents. The PMU Overlay ultimately gives the City the most control of the proposed uses and plan now and into the future while providing some flexibility to the applicant to allow such use with increased development standards over a base zoning district. The PMU is the only true planned district in the City of Delaware zoning toolbox that allows an Applicant and the City to craft a zoning solution unique to the site and needs of this particular development. In this instance, the preservation and badly needed renovation of a historic building while limiting the western portion of the property to a well buffered parking lot only can be most effectively achieved by using a PMU Overlay rather than simply applying a different base or overlay district available for consideration under the current Zoning Code and rather than simply proceeding through a Conditional Use Permit review for one parcel. The PMU approach allows the applicant to craft a zoning text that is able to support a different development pattern while ensuring the City has retained, and in many cases gained, control of the development to ensure a very specific and higher quality development than which could otherwise be achieved through a base zoning district. The applicant does have certain rights of use and development available under the current PO/I district which permits a hotel as a conditional use. Along with the zoning amendment to a PMU, the zoning process would also require Conditional Use Permit, Preliminary Development Plan and Final Development Plan approval by the Planning Commission and City Council.

- **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 proposed 43 room hotel would not generate enough traffic to require a traffic impact study per the City Engineer. The subject development would have two curb cuts from West William Street that would access a 47 space parking lot. The full access point to the site must be located at the western most proposed curb cut and is to include a two-way left turn lane on West William Street, west of the existing dedicated left turn lane to Elizabeth Street. The two-way left turn lane must be designed in accordance with City standards and approved by the City Engineer. The addition of the two-way left turn lane into the site will require parking modifications along the north side of West William Street approved by the City Engineer. Any modifications to on-street parking (West Williams Street) must include agreements from affected property owners adjacent to the roadway. Any parking proposed to be eliminated must include agreements from the affected property owners and will require approval of the Parking and Safety Committee. Parking should be maintained to the maximum extent practicable and include curb modifications to provide a widened area to allow parallel parking beyond the existing curb line. All necessary associated improvements including, but not limited to, sidewalk and utility pole relocations, are to be made by the developer. If agreements cannot be obtained from affected property owners or approval cannot be gained from the Parking and Safety Committee, street widening will need to take place on the developer's side of West William Street to allow for construction of the turn lane. The eastern-most access point is to provide an exit only from the site. Because no public storm sewer exists adjacent to the site, a storm sewer extension will be required to be designed and constructed by the developer. Design of the storm sewer and any associated roadway restoration will need to be approved by the Public Works Department and Public Utilities Department. The site drives and parking areas shall accommodate full fire truck turning movements. An emergency access point will be required at the southeast corner of the site, to provide access to emergency personnel from the adjacent Ohio Wesleyan University parking lot. An access agreement should be obtained from the university. The exact type of connection and barrier would need to be determined at Final Development Plan approval. Ultimately, the entire development would have to achieve compliance with the minimum engineering, public works and fire department requirements.
- **PEDESTRIAN CONNECTIVITY:** Per the adopted Bicycle and Pedestrian Master Plan 2017, there are not any proposed bike plans across the subject properties. However, the existing sidewalk along West Williams Street would remain and have to be maintained by the developer.
- **SITE CONFIGURATION:** The existing house at 239 West William Street would be razed while the existing 2,396 square foot house at 235 West William Street would be preserved, renovated and expanded by a 4,519 square foot three story addition for a total 6,106 square foot Inn that would have 43 rooms. The

aforementioned two curb cuts from West William Street would access a 47 space parking lot with two handicap spaces located on the east access drive adjacent to the proposed hotel. A retaining wall would separate the two handicap parking spaces from the easternmost access curb cut. The exposed portion of the retaining wall shall be faced with brick or Delaware blue vein limestone or equivalent. The main entrance is located on the east side (the University side) of the building and would have a canopy over the drive through for the patron's convenience and there would be a secondary patron access on the western portion of the building. In addition, a seating area would be located on the east and west side of the hotel respectively for the patrons. A six foot high solid wood fence would be located along the western property line to screen the adjacent house (applicant has agreed to purchase) while an eight foot high solid wood fence would be located along the southwestern portion of the site to screen the adjacent residential zoned property in addition to the heavily wooded properties between the subject site and the properties to the south. The developer has a mutual understanding agreement to purchase the house at 243 West William Street which is just west of 239 West William Street if the development is approved. The applicant would keep the house to serve as a buffer for the residents to the west. A dumpster enclosure with brick or stone walls and wood doors to match the building would be located just southwest of the building. Also, the site would have underground detention within the western parking lot.

- **BUILDING DESIGN:** While the PMU Overlay has many benefits for both the City and the Applicant, perhaps the most significant benefits are the control upon the use and the architectural and building material design control it allows the City and negotiated flexibility it offers the applicants to produce a development that is better than one that would be executed under a base zoning designation. Staff with the applicant has worked through a series of designs to attempt to find a design and materials that are high quality, complement the existing homes in the area, do not try to mimic the existing historic home and try to break down the scale of the building using architectural elements. The developer's proposed elevations would have the following architectural elements, building materials and colors:
 - The existing building would be preserved, fully renovated and upgraded where appropriate.
 - The building materials for the new addition shall include brick and/or limestone with fiber cement siding as an accent to the above building materials.
 - The bricks on the new addition shall be 2 to 3 shades darker than the existing building.
 - All windows on the new addition shall be double hung style with bronze frames and grids.
 - The areas around the windows shall have accent features to match the existing building.
 - The elevator shaft on the east elevation shall be comprised of limestone exterior on the first floor and brick on the second and third floors.
 - The roof of the existing building shall be comprised of asphalt shingles.
 - The roof of the new addition shall be flat with a cornice to match the existing building.
 - Limestone wainscoting shall be installed around new the addition to match the existing building.
 - Any metal flashing shall be a mansard brown color.
 - An expanse of glass with bronze frames shall be permitted for the main entrance (east side) and connector between the existing building and new addition.
 - Wrought iron railings are permitted on the balconies, porches, etc. where appropriate as approved on the Final Development Plan..
 - Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, limestone, or similar approved products as the exterior material and be designed in a consistent and cohesive manner.
 - Mechanical Equipment shall be screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures

as deemed appropriate. The height of such screening shall be equivalent to the height of the highest mechanical equipment.

In conclusion, the proposed building design, materials and colors appear to be consistent with the existing building to create a cohesive and unified design while not trying to have a “fake” appearance of the new design. It should be noted that the approximate 800 square foot rear addition that currently exists on site will be removed with this proposal. This will leave the original house with the proposed Inn addition. The current addition to the rear of the historic home is in particularly bad repair.

- **LANDSCAPING & SCREENING:** The applicant is proposing a comprehensive landscape plan that includes street trees, parking lot landscaping, foundation landscaping and perimeter buffering. There are existing street trees along West William Street that would likely be maintained but if removed in construction they would have to be replaced. The foundation and parking lot landscaping appear to achieve compliance with the zoning code along with perimeter landscaping with the installation of the 6 foot and 8 foot high fences along the west and southwest property lines respectively. Staff recommends the landscaping be on the adjacent residential side of the fence along the west and southwestern property lines. All landscaping plans shall be reviewed and approved by the Shade Tree Commission.
- **TREE REMOVAL & REPLACEMENT:** The site has trees scattered throughout the site and the applicant submitted a Tree Preservation Plan that documents they are removing 320 caliper inches while they are preserving 153 caliper inches. Therefore, the applicant has a shortfall of 167 caliper inches. The owner would have to replace the removed trees with the same total caliper inches of trees or make a payment in lieu of replacement of \$16,700 (\$100 per caliper inch x 167 inch diameter tree) to achieve compliance with Chapter 1168 Tree Preservation Regulations. The applicant has agreed to make a payment of \$16,700 to achieve compliance.
- **SIGNAGE:** The applicant provided a narrative describing an illuminated ground sign along West William Street, small directional signs at each curb cut along West Williams Street, canopy signage and signs above each entry door with maximum size limits. The proposed signage would need to be located and identified during the Final Development Plan approval process. Also, all signage shall achieve compliance with the minimum zoning requirements and the adopted Gateways & Corridors Plan.
- **LIGHTING:** The applicant provided a narrative indicating the lighting of the subject development would achieve compliance with the International Dark Sky Association along with the minimum zoning standards. Per the narrative, the driveway and entry drives would have shielded landscaping light fixtures not to exceed 16 inches high, the parking lot would have fully shaded walkway bollards not to exceed 3 feet high, the building would have fully shielded wall mount fixtures on side of the privacy fence not to exceed 5 feet high, shielded wall washer up lights at the base of the foundation, shield wall sconce at entry doors, concealed interior up light LED fixtures in the building tower and recessed can lights on the underside of the canopy. All the proposed light details and locations would need to be identified on the Final Development Plan. Also, all lighting plans would need to be submitted, reviewed and approved by the Chief Building Official and achieve compliance with the minimum zoning requirements. As proposed, all lighting will be very minimal and under the height of the privacy fences to help buffer the adjacent residential neighbors.
- **CONDITIONAL USE PERMIT:** The proposed development achieves compliance with conditional use permit requirements per the zoning code and approved development text.

STAFF RECOMMENDATION (2018-1026 – REZONING AMENDMENT)

Staff recommends approval of a request by Manos Properties for a Rezoning Amendment for The Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) from PO/I (Planned Office/Institutional District) and R-3 (One-Family Residential District) to PO/I and R-3 PMU (Planned Mixed Use Overlay District) at 235 and 239 West William Street, with the following conditions that:

1. Any new structure(s) or any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.
2. The proposed existing building and addition at 235 West William Street shall be for the proposed Inn use only and the property at 239 West William Street shall be for a parking lot or open space only. The property at 239 West William Street shall have a covenant placed upon it to this effect.

STAFF RECOMMENDATION (2018-1027 – CONDITIONAL USE PERMIT)

Staff recommends approval of a request by Manos Properties for a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for The Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) at 235 West William Street.

STAFF RECOMMENDATION (2018-1028 PRELIMINARY DEVELOPMENT PLAN)

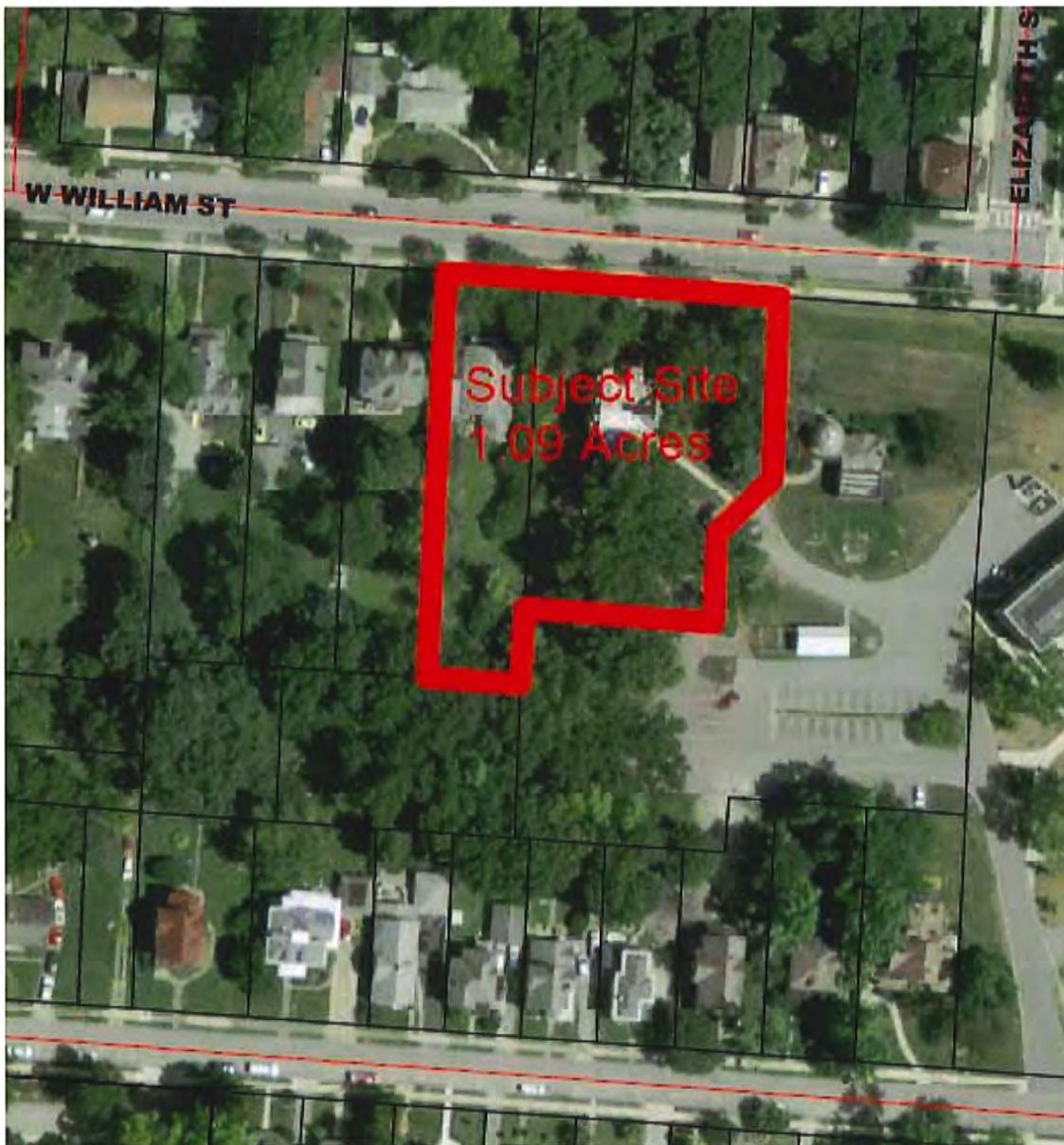
Staff recommends approval of a request by Manos Properties for a Preliminary Development Plan for The Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) on property zoned PO/I and R-3 PMU (Planned Office/Institutional District and One-Family Single Family District with a Planned Mixed Use Overlay District) at 235 West William Street, 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 addition of the two-way left turn lane into the site shall require parking modifications along the north side of West William Street approved by the City Engineer. Any modifications to parking shall include agreements from affected property owners adjacent to the roadway. Any parking proposed to be eliminated must include agreements from the affected property owners and shall require approval of the Parking and Safety Committee. Parking shall be maintained to the maximum extent practicable and include curb modifications to provide a widened area to allow parallel parking beyond the existing curb line. All necessary associated improvements including, but not limited to, sidewalk and utility pole relocations, shall be made by the developer. If agreements cannot be obtained from affected property owners or approval cannot be gained from the Parking and Safety Committee, street widening shall need to take place on the developer's side of West William Street to allow for construction of the turn lane
3. Because no public storm sewer exists adjacent to the site, a storm sewer extension shall be required to be designed and constructed by the developer. Design of the storm sewer and any associated roadway restoration shall need to be approved by the Public Works Department and Public Utilities Department.
4. An emergency access point shall be required on the south eastern portion of the site adjacent to the Ohio Wesleyan parking lot that is accessed off Oak Hill Avenue. An executed agreement by the subject property owner and Ohio Wesleyan University shall be recorded at the County prior to final occupancy. The exact type of connection and barrier shall be determined during the Final Development Plan approval process.
5. The number of hotel rooms shall not exceed 43 rooms.
6. The number of required parking spaces shall be 47 in accordance with development text and development plan.
7. The dumpster shall be enclosed by brick or stone that matches the building with wood doors painted or stained to match.
8. The proposed hotel building shall achieve compliance with the design standards of the approved development text.
9. The exposed portion of the retaining wall shall be faced with Delaware blue vein limestone or equivalent as approved by staff.
10. The applicant shall make a payment of \$16,700 to achieve compliance with Chapter 1168 Tree Preservation Requirements prior to construction drawing approval.
11. Any street trees or other on-site trees damaged by construction shall be replaced.

PLANNED MIXED USE DEVELOPMENT TEXT
THE WESLEYAN INN
235 WEST WILLIAM STREET
DELAWARE, OHIO

1. DESCRIPTION OF DEVELOPMENT

The property owner is proposing to rezone the two properties 235 West William Street (519-433-04-039-002) and 239 West William Street (519-433-04-005-0000) zoned PO/I (Planned Office/Institutional District) and R-3 (One-Family Residential District) to PO/I and R-3 PMU (Planned Mixed Use District) for a 43 room hotel on the 1.09 acre site.



2. GENERAL DEVELOPMENT STANDARDS

- A. **Purpose and Intent.** It is the intent of this development to provide a planned commercial use for the existing building and the proposed addition that is compatible with the site improvements, architectural design, signage and amenities. This Development Text represents the zoning requirements for this development as agreed upon between the developer and the City.
- B. **Conformance with Codified Ordinances and City Policy.** Unless noted otherwise within this development text, all development will be constructed and provided in conformance with the then current Codified Ordinances and City Policy in effect at the time of application.
- C. **Limitations.** Nothing in this text shall prohibit additional restrictions or requirements from being placed on the approval of any Final Development Plan.
- D. **Major Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent major modification to that plan shall only be permitted by resubmission and approval of a revised Final Development Plan through the procedures set forth in the Zoning Code. Major modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
- (1) Any major change in the use or occupancy other than those uses specifically listed in this text.
 - (2) Major change in the approved location of land uses or land use sub-areas and building sizes of more than 10%.
 - (3) Substantial alteration of the basic geometry, including right-of-way width, and/or operation characteristics of any element of the approved access points and parking facilities that results in a change in operating characteristics or character.
- E. **Minor Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent minor modification to that plan shall only be permitted by resubmission and approval by the Director of Planning and Community Development of a revised Final Development Plan. Minor modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
- (1) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning & Community Development.
 - (2) Any minor change to the use or occupancy of the structures onsite other than those uses specifically allowed in this text or any minor changes to the approved site layout.
 - (3) Minor alteration of the basic geometry, including right-of-way width, and/or operation characteristics of any element of the approved access points and parking facilities that results in a change in operating characteristics or character.

- (4) Minor structural alterations that do not alter the overall design intent of the building.

F. Preliminary & Final Development Plan

1. The proposed site plan and building elevations require Preliminary and Final Development Plan approval by the Planning Commission and City Council.

G. Tree Removal and Replacement. Tree removal and replacement shall meet all requirements of Chapter 1168 along with the following replacement schedule:

- (1) Trees in poor condition shall not be replaced (dead, damaged or diseased).
- (2) Trees in fair condition shall be replaced at 50%.
- (3) Trees in good condition shall be replaced at 100%
- (4) Ash trees shall not be replaced and must be removed from the site.
- (5) Other tree species considered by the City Arborist to be a species of poor quality will be considered as such with a 0% replacement value.
- (6) Credit shall be given on a caliper inch basis for any permanently preserved trees as per the same schedule for removal above.
- (7) The applicant indicated they are removing 229 caliper inches of trees per the submitted Tree Preservation Plan.
- (8) The owner removed 91 caliper inches of trees on the subject site in February 2018.
- (9) Therefore, 320 total caliper inches would be removed on the subject site
- (10) The applicant indicated they are preserving 153 caliper inches of trees per the submitted Tree Preservation Plan.
- (11) Based upon the submitted plans and removal versus preservation credit, the number of caliper inches removed is 167 caliper inches. Therefore, the owner would be required to make a payment of \$16,700 (167 caliper inches removed x \$100 per caliper inch fee) or replant the requested amount of caliper inches prior to engineering drawing approval.

3. SITE PLAN

The project is located at 235 and 239 West William Street which encompasses approximately 1.09 acres. The owner is proposing to raze the existing house at 239 West William Street and renovate and expand the former dormitory at 235 West William Street into a 43 room hotel which encompasses a total of 6,106 square feet. Two access points from West William Street would access and encircle the proposed hotel with 47 parking spaces. The main hotel entrance is located on the east side of the building and would have a canopy over the drive through for the patron's convenience and a secondary access would be located on the west side of the hotel. A retaining wall would separate two handicap parking spaces from the easternmost curb cut. An outdoor sitting area is located on the east and west side of the building for the patrons. In addition, an emergency access point would be located on the southern portion of the site that would extend into adjacent Ohio Wesleyan parking lot that connects to Oak Hill Avenue to the south. A six foot high solid wood fence would be located adjacent to the western property line and an eight foot high solid wood fence would be located adjacent to the residential property to the southwest for screening purposes. A dumpster enclosed by walls constructed of brick or stone to match the building would be located just south of the building. The site would have underground detention in the western most parking lot.

4. SITE USES

A. **Uses.** The following uses shall be considered permitted, conditionally permitted, or limited uses as represented in the chart below by P, C, or L, respectively, and as defined by attached Chapter 1121 of the Zoning Code. Any use not listed in the chart shall be considered a prohibited use unless amended by action of the Planning Commission and City Council through a Zoning Amendment process.

- (1) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable. The property at 235 West William allows all the uses in the land use chart below while at 239 West William Street only allows a parking lot/open space land use per the county auditors lot configuration as of June 1, 2018.
- (2) **Conditionally Permitted Uses.** In addition to all standards specified within this development text, uses listed as conditionally permitted uses shall meet all the then current Zoning Code standards for approval of a Conditional Use Permit current at the time of application for the specific conditional use as well as any other regulations contained within the Zoning Code and applicable to the conditional use.
- (3) **Limited Uses.** Limited uses shall be considered permitted uses subject to complying with all the specific limitations and restrictions as specified within this text as determined by Final Development Plan approval.
- (4) **Accessory Uses and Structures.** Although not specified in the chart below, accessory uses, which are considered allowed uses, include those items that are customarily incidental and secondary to the principal use of the land. Such items include but are not limited to signs, fences, trash receptacles and enclosures, and off-street parking areas. If the uses are specified as conditional or limited uses the processes and limitations shall apply regardless of accessory use status.

Land Use Category	Uses
(a) Lodging	
(1) Hotel (not to exceed 43 rooms) – 235 West William Street only	P
(b) Office Professional Services	
(1) Offices – Administrative, Business and Professional – 235 West William Street only	P
(2) Medical/Dental Offices health and allied services – 235 West William Street only	P

Land Use Category	Uses
(c) Community Facilities	
(1) School, public or private – 235 West William Street only	P
(2) College, universities, educational research establishment/laboratory- 235 West William Street only	P
(3) Public cultural institutions and art galleries – 235 West William Street only	P
(4) Parking lot/open space – 235 and 239 West William Street	P

(5) Prohibited Uses.

- i) **Adult Entertainment Businesses:** (also known as sexually oriented businesses) are expressly prohibited from locating anywhere on the proposed Development site.
- ii) **Wireless telecommunication facilities including installations known as small cell sites and Distributed Antenna Systems (DAS):** Towers are expressly prohibited from the entire Development area. Small cell sites, DAS, antennas, and/or amplifiers may be permitted so long as they are completely camouflaged so as to be not visible either within an enclosed building or the structure to which they are attached if external. These shall be reviewed individually administratively for compliance with these regulations.
- iii) **Outdoor Storage:** No outdoor storage is permitted on the site which includes open dumps and mineral extraction. However, the existing outdoor storage in the rear of the existing building shall remain as documented on the Final Development Plan.
- iv) **Medical Marijuana:** No medical marijuana principal or accessory uses are permitted on the subject site.
- v) **Games of Skill:** Accessory or principle for-profit, non-charitable, skill based gaming uses oriented towards adults and designed to substantially mimic gambling devices such as but not limited to spinning skill stop games but not including traditional video arcade type games typically found in restaurant/party center arrangements, for example Dave & Buster’s, Magic Mountain, and Chuck E. Cheese

B. Lot Standards. The following standards shall apply for lot standards and coverage.

Lot Standards	
(1) Minimum lot area	Per approved FDP
(2) Minimum lot width and frontage*	Per approved FDP
(3) Maximum building coverage	67%

*Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

C. Building Setback Standards. The following standards shall apply for minimum building setbacks, except as otherwise approved on the Final Development Plan. Decorative architectural elements such as canopies and overhangs shall be permitted to encroach into any setback provided that no encroachment shall exceed 5 feet.

Minimum Building Setbacks	
(1) Setback West Williams Street	50 ft.
(2) Side and Rear Setback From Property Line	
a. When adjoining non-residential district	30 ft
b. When adjoining a residential district	75 ft

D. Parking Setbacks. The following standards shall apply for minimum parking setbacks. Parking setbacks include any parking space, parking lot drive aisle, and parking lot circulation aisle, except as otherwise approved on the Final Development Plan.

Minimum Parking Setbacks	
(1) Setback from West William Street.	20 ft
(2) Side and Rear Setback from Property Line	
a. When adjoining non-residential district	5 ft
b. When adjoining residential district	10 ft

E. Maximum Building Height. The maximum height of any main building or structure shall be 38 feet and the existing tower shall be 44 feet as measured from finished floor elevation to the highest point of the roof or as approved in Final Development Plan.

F. Building Design. The intent of this regulation is to allow renovations and additions to the existing structure to be constructed of similar building materials or natural materials. To create a cohesive and unified design, the building shall be consistent in overall design, color, material, and architectural pattern as determined through the Final Development Plan review process and substantially similar to the provided elevations in the Final Development Plan. The building design, material and color requirements include:

- (1) The existing building would be preserved and upgraded where appropriate.
- (2) The building materials for the new addition shall include brick and/or limestone with fiber cement siding as an accent to the above building materials.
- (3) The bricks on the new addition shall be 2 to 3 shades darker than the existing building.
- (4) All windows on the new addition shall be double hung style with bronze frames and grids.
- (5) The areas around the windows shall have accent features to match the existing building.
- (6) The elevator shaft on the east elevation shall be comprised of limestone exterior on the first floor and brick on the second and third floors.
- (7) The roof of the existing building shall be comprised of asphalt shingles.
- (8) The roof of the new addition shall be flat with a cornice to match the existing building.
- (9) Limestone wainscoting shall be installed around new the addition to match the existing building.
- (10) Any metal flashing shall be a mansard brown color.
- (11) An expanse of glass with bronze frames shall be permitted for the main entrance and connector between the existing building and new addition.
- (12) Wrought iron railings are permitted on the balconies, porches, etc. where appropriate.
- (13) Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, limestone, or similar approved products as the exterior material and be designed in a consistent and cohesive manner.
- (14) Mechanical Equipment shall be screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures as deemed appropriate. The height of such screening shall be equivalent to the height of the highest mechanical equipment.

G. **Parking.** The amount of parking shall be as approved on the Final Development Plan and not inconsistent with the Preliminary Development Plan.

- (1) The applicant is proposing 47 parking spaces for the 43 room hotel which achieves compliance with the zoning code.

H. **Landscaping and Screening.** All landscaping shall meet the requirements of the Zoning Code and the Gateways & Corridors Plan and per the following requirements except as otherwise approved on the Final Development Plan:

- (1) Street tree and front yard trees shall be required per the zoning code.
- (2) Foundation landscaping shall be required per the zoning code.
- (3) A six foot high solid wood fence shall be installed adjacent to the residentially zoned properties to the west and an eight foot high solid wood fence to the residentially zoned property to the southwest. Evergreen, deciduous trees and shrubs shall be located on the residential side of the fence to supplement screening from the adjacent residences.

- I. **Lighting.** Building, site, and accent lighting shall be provided in accordance with the current Zoning Code, except that there is no requirement to provide lighting beyond that required by the applicable Building Code. The proposed lighting will follow as much as possible the International Dark Sky Association outdoor lighting recommendations. No site lighting shall be higher than the privacy fences proposed. The site lighting would include the following elements and requirements as submitted by the applicant:
 - (1) All light fixtures shall be a warm LED with a color temperature not to exceed 3,000 degrees Kelvin. All such lights shall be shielded.
 - (2) The driveway and entry drives shall have shielded landscaping light fixtures not to exceed 16 inches high.
 - (3) The sidewalks shall have fully shaded walkway bollards not to exceed 16 inches high.
 - (4) The parking lot shall have fully shaded walkway bollards not to exceed 3 feet high, shielded landscaping light fixtures not to exceed 16 inches high, shielded wall washer up lights at the base of trees and fully shielded wall mount fixtures on the side of the privacy fence not to exceed 5 feet high.
 - (5) The drive thru canopy shall have recessed can lights on the underside of the canopy.
 - (6) The existing building tower shall have concealed interior up light LED light fixtures.

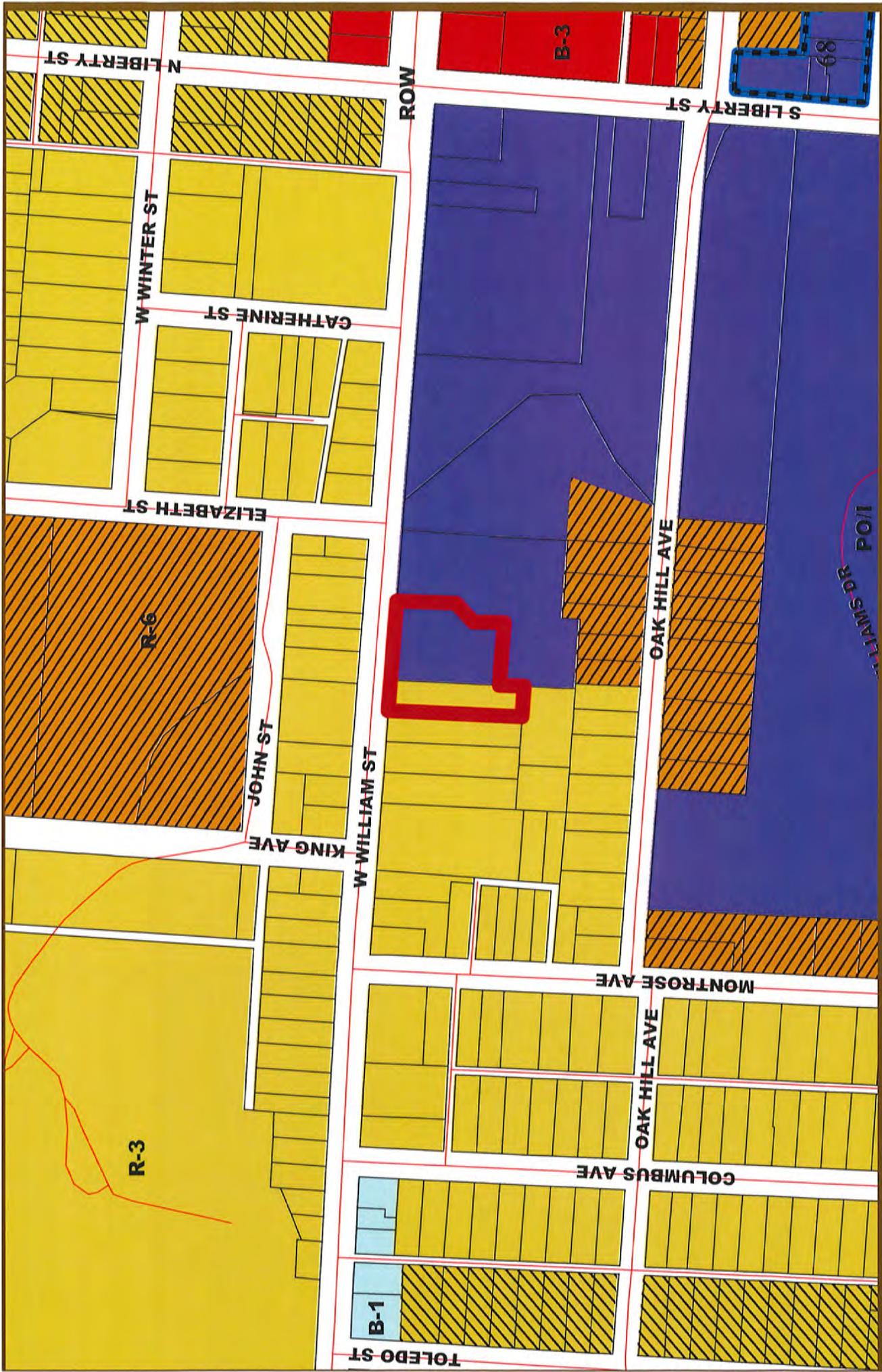
- k. **Signs.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165.16(c) and will be provided as part of the Final Development Plan. All signage proposed for this Planned Commercial Development shall comply with Chapter 1165 of the City of Delaware Zoning Code. The proposed signage shall comply with the following requirements as submitted by the applicant:
 1. An internally illuminated ground sign with a limestone base shall be located along West William Street not to exceed 6 feet wide and five feet high.
 2. Small directional signage shall be permitted at the curb cuts and other appropriate locations within the parking lot not to exceed two feet wide and one foot high and shall be non-illuminated.
 3. The southeast end of the drive thru canopy shall contain a hanging sign above eye level not to exceed five feet wide and four feet high.
 4. The glass above and to the side of the entry doors shall have signage identifying the business using simulated etched glass or raised lettering not to exceed six inches high.
 5. A business logo shall appear on each sign.

- l. **Roads.** The proposed development shall require the following on and off site traffic improvements per the City Engineer:
 1. The full access point to the site must be located at the western most proposed curb cut and is to include a two-way left turn lane on West William Street, west of the existing dedicated left turn lane to Elizabeth Street. The two-way left turn lane must be designed in accordance with City standards and approved by the City Engineer.

2. The addition of the two-way left turn lane into the site will require parking modifications along the north side of West William Street approved by the City Engineer. Any modifications to parking must include agreements from affected property owners adjacent to the roadway. Any parking proposed to be eliminated must include agreements from the affected property owners and will require approval of the Parking and Safety Committee. Parking should be maintained to the maximum extent practicable and include curb modifications to provide a widened area to allow parallel parking beyond the existing curb line. All necessary associated improvements including, but not limited to, sidewalk and utility pole relocations, are to be made by the developer. If agreements cannot be obtained from affected property owners or approval cannot be gained from the Parking and Safety Committee, street widening will need to take place on the developer's side of West William Street to allow for construction of the turn lane.
3. The eastern-most access point is to provide an exit only from the site.
4. Because no public storm sewer exists adjacent to the site, a storm sewer extension will be required to be designed and constructed by the developer. Design of the storm sewer and any associated roadway restoration will need to be approved by the Public Works Department and Public Utilities Department.
5. The site drives and parking areas shall accommodate full fire truck turning movements.
6. An emergency access point will be required at the southeast corner of the site, to provide access to emergency personnel from the adjacent Ohio Wesleyan University parking lot. An access agreement should be obtained from the university.

The engineering drawings for such improvements shall accompany the submittal of the Final Development Plans for this development.

- m. **Utilities.** Any new or existing utilities(s) to be constructed and/or extended within the development shall comply with the City minimum requirements or as approved by the City Director of Utilities. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plan.



2018-1026-1028
 Rezoning Amendment, Conditional Use Permit,
 and Preliminary Development Plan
 The Wesleyan Inn - 235 and 239 West William Street
 Zoning Map

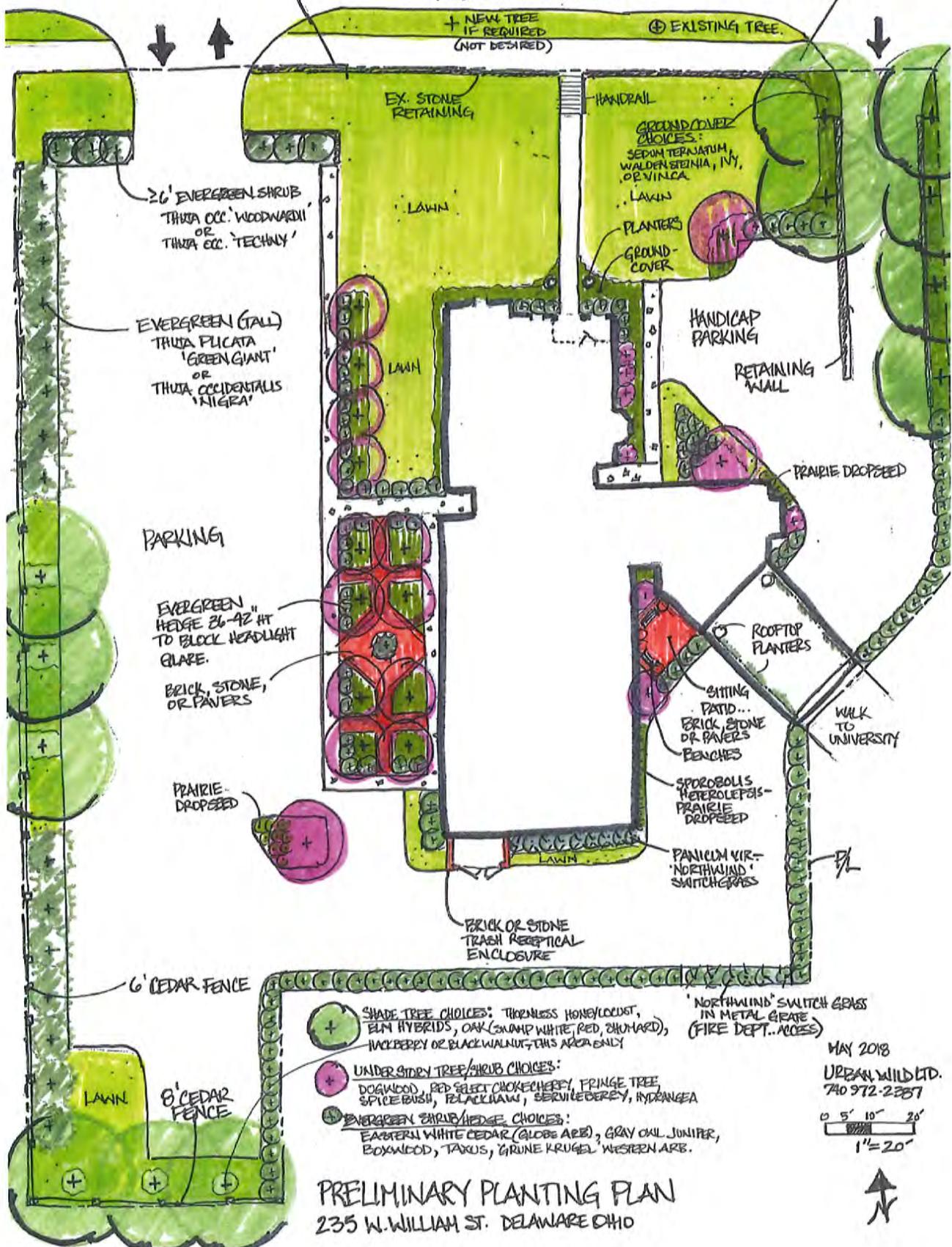


2018-1026-1028
 Rezoning Amendment, Conditional Use Permit,
 and Preliminary Development Plan
 The Wesleyan Inn - 235 and 239 West William Street
 Aerial (2016) Map



KEEP OPEN VIEW OF VICTORIAN BUILDING AS WAS HISTORIC PRACTICE

WILLIAM STREET



+ NEW TREE IF REQUIRED (NOT DESIRED) ⊕ EXISTING TREE

EX. STONE RETAINING

HANDRAIL

GROUND COVER CHOICES:

SEDUM TERNATIUM, WALDEN STEINIA, NY, OR VINCA

LAWN

PLANTERS

GROUND COVER

HANDICAP PARKING

RETAINING WALL

PRAIRIE DROPSPEED

26' EVERGREEN SHRUB
'THUJA OCC. WOODWARDII'
OR
'THUJA OCC. TECHNII'

EVERGREEN (TALL)
'THUJA PLICATA 'GREEN GIANT'
OR
'THUJA OCCIDENTALIS 'NIGRA'

PARKING

EVERGREEN HEDGE 26-42" HT
TO BLOCK HEADLIGHT GLARE.

BRICK, STONE,
OR PAVERS

PRAIRIE DROPSPEED

ROOFTOP PLANTERS

SITTING PATIO...
BRICK, STONE
OR PAVERS
BENCHES

SPOROBIOLIS
'PRAIRIE DROPSPEED'

WALK TO UNIVERSITY

PANICUM VIRG.
'NORTHWIND' SWITCHGRASS

BRICK OR STONE
TRASH RECEPTACLE
ENCLOSURE

6' CEDAR FENCE

⊕ SHADE TREE CHOICES: THORNLESS HONEYLOCUST, ELM HYBRIDS, OAK (SWAMP WHITE, RED, BURKARD), HICKBERRY OR BLACK WALNUT - THIS AREA ONLY

⊕ UNDER STORY TREE/SHRUB CHOICES: DOGWOOD, RED SELET CHOCHECHERRY, FRINGE TREE, SPICE BUSH, BLACK HAWK, SERVICE BERRY, HYDRANGEA

⊕ EVERGREEN SHRUB/HEDGE CHOICES: EASTERN WHITE CEDAR (GLOBE ARB), GRAY OAK JUNIPER, BOXWOOD, TAXUS, GRUNE KRUGEL, WESTERN ARB.

'NORTHWIND' SWITCH GRASS IN METAL GRATE (FIRE DEPT...ACCESS)

MAY 2018

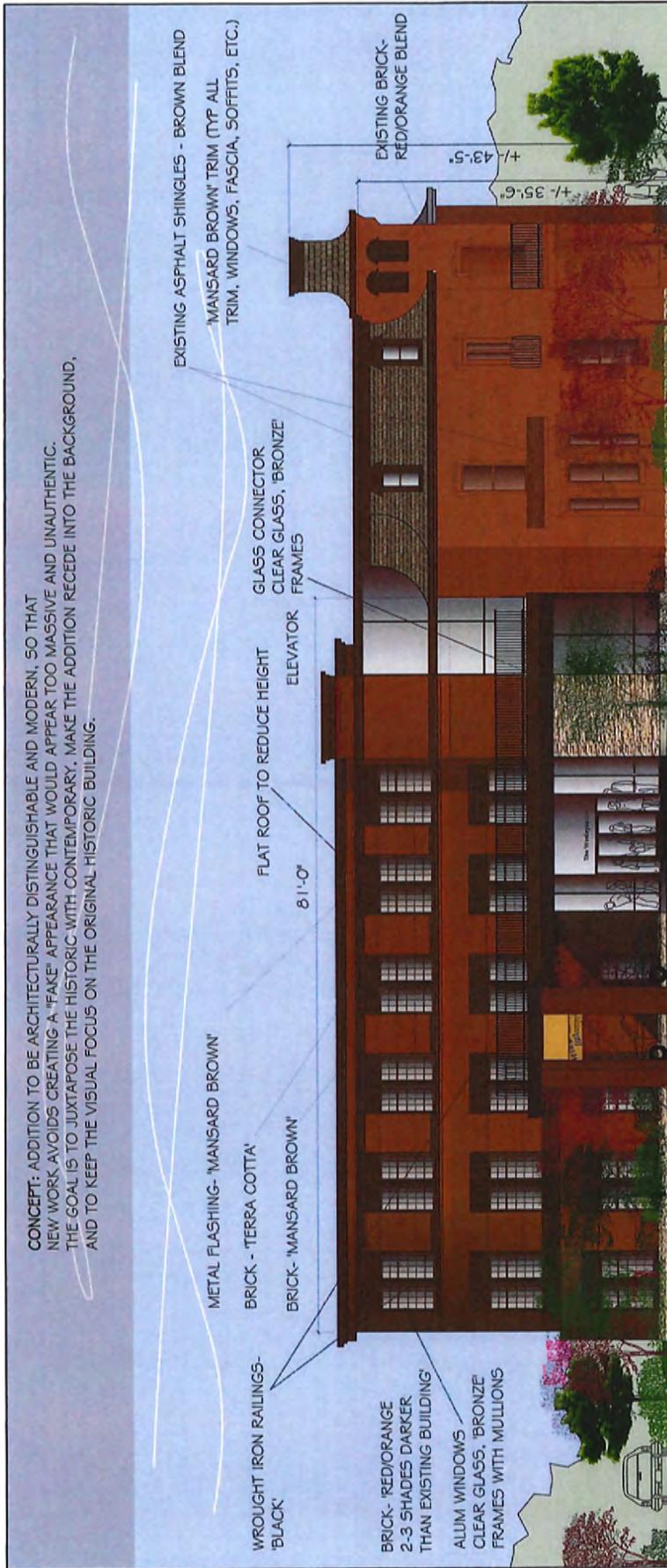
URBAN WIND LTD.
740 972-2387

0 5' 10' 20'
1" = 20'

PRELIMINARY PLANTING PLAN
235 W. WILLIAM ST. DELAWARE OHIO



CONCEPT: ADDITION TO BE ARCHITECTURALLY DISTINGUISHABLE AND MODERN, SO THAT NEW WORK AVOIDS CREATING A "FAKE" APPEARANCE THAT WOULD APPEAR TOO MASSIVE AND UNAUTHENTIC. THE GOAL IS TO JUXTAPOSE THE HISTORIC WITH CONTEMPORARY. MAKE THE ADDITION REcede INTO THE BACKGROUND, AND TO KEEP THE VISUAL FOCUS ON THE ORIGINAL HISTORIC BUILDING.



East Elevation

The Wesleyan Inn

East
Elevation

A-1

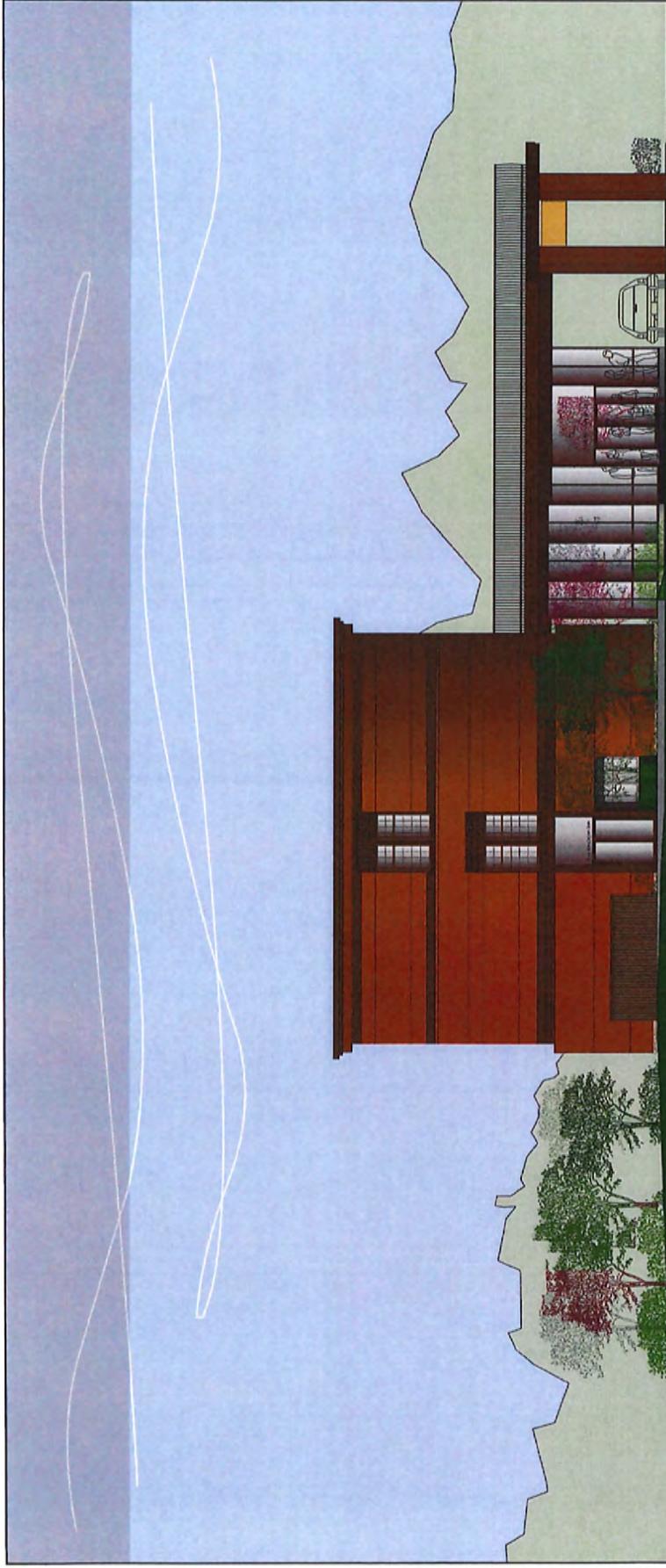


West Elevation

The Wesleyan Inn

West
Elevation

A-2



South Elevation

The Wesleyan Inn

South
Elevation

A-3

Project: Wesleyan Inn
235 West William St.
Delaware, Ohio

Date: May 21, 2018

Signage

Signage shall follow published City of Delaware zoning code.

A licensed sign company shall prepare drawings and submit sign application at a later date.

Business Logo:

The business identification and name shall appear on each sign. Logo provided by owner is attached.

Signs and Locations

West William Street Business Identification:

Internally illuminated ground sign on limestone base positioned sloped grade directly in front of the existing at a setback line and size prescribed by city code.
Sign shall be two faced and oriented perpendicular to street. 6'-0" x 5'0" H

Curb Cuts: Small directional signs indicating IN, OUT and RIGHT TURN ONLY where required.
Appx. 12" W x 24" H

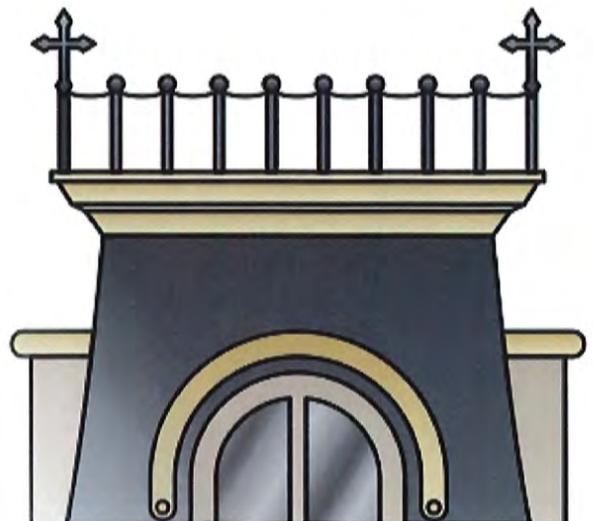
Canopy: The southeast end of new drive-through canopy shall contain a hanging sign above eye level. 5'-0" x 4'-0" H

Entry Doors: The glass above and to the side of entry doors shall have signage identifying the business using simulated etched glass or raised lettering. 6" high and 3" high respectively.

The Wesleyan Inn



The



INTERNATIONAL DARK SKY ASSOCIATION

<http://darksky.org/>

Outdoor Lighting Basics

Modern society requires outdoor lighting for a variety of needs, including safety and commerce. IDA recognizes this but advocates that any required lighting be used wisely. To minimize the harmful effects of light pollution, lighting should

- Only be on when needed
- Only light the area that needs it
- Be no brighter than necessary
- Minimize blue light emissions
- Be fully shielded (pointing downward)

The illustration below provides an easy visual guide to understand the differences between unacceptable, unshielded light fixtures and those fully shielded fixtures that minimize skyglow, glare and light trespass.

Types of Light

Most people are familiar with incandescent or compact fluorescent bulbs for indoor lighting, but outdoor lighting usually makes use of different, more industrial, sources of light. Common light sources include low-pressure sodium (“LPS”), high-pressure sodium (“HPS”), metal halide and light emitting diodes (“LEDs”).

LPS is very energy efficient but emits only a narrow spectrum of pumpkin-colored light that some find to be undesirable. Yet, LPS is an excellent choice for lighting near astronomical observatories and in some environmentally sensitive areas.

HPS is commonly used for street lighting in many cities. Although it still emits an orange-colored light, its coloring is more “true to life” than that of LPS.

In areas where it’s necessary to use white light, two common choices are metal halide and LEDs. One of the advantages of LED lighting is that it can be dimmed. Thus, instead of always lighting an empty street or parking lot at full brightness, LEDs can be turned down, or even off, when they aren’t needed and then brought back to full brightness as necessary. This feature both saves on energy and reduces light pollution during the night.

Because of their reported long life and energy efficiency, LEDs are rapidly coming into widespread use, replacing the existing lighting in many cities. However, there are important issues to consider when making such a conversion. See our [LED Practical Guide](#) for more information.

Color Matters

As the illustration above, it is crucial to have fully shielded lighting, but we now know that the color of light is also very important. Both LED and metal halide fixtures contain large amounts of blue light in their spectrum. Because blue light brightens the night sky more than any other color of light, it’s important to minimize the amount emitted. Exposure to blue light at night has also been shown to harm [human health](#) and [endanger wildlife](#). [IDA recommends](#) using lighting that has a color temperature of no more than 3000 Kelvins.

Lighting with lower color temperatures has less blue in its spectrum and is referred to as being “warm.” Higher color temperature sources of light are rich in blue light. IDA recommends that only warm light sources be used for outdoor lighting. This includes LPS, HPS and low-color-temperature LEDs. In some areas, the white light of even a low-color-temperature LED can be a threat to the local nighttime environment. In those cases, LPS or narrow-spectrum LEDs are preferred choices.

Outdoor Lighting Basics

Modern society requires outdoor lighting for a variety of needs, including safety and commerce. IDA recognizes this but advocates that any required lighting be used wisely. To minimize the harmful effects of light pollution, lighting should

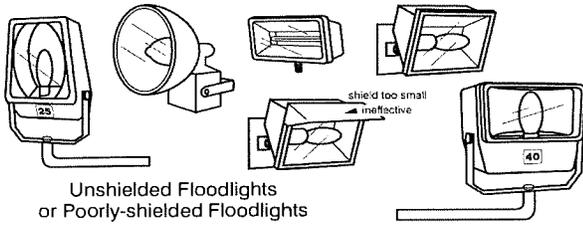
- Only be on when needed
- Only light the area that needs it
- Be no brighter than necessary
- Minimize blue light emissions
- Be fully shielded (pointing downward)

The illustration below provides an easy visual guide to understand the differences between unacceptable, unshielded light fixtures and those fully shielded fixtures that minimize skyglow, glare and light trespass.

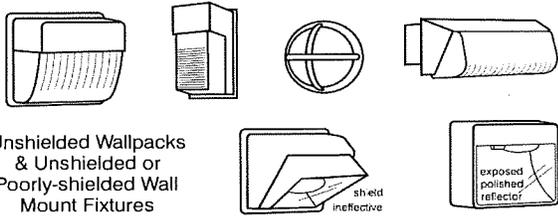
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

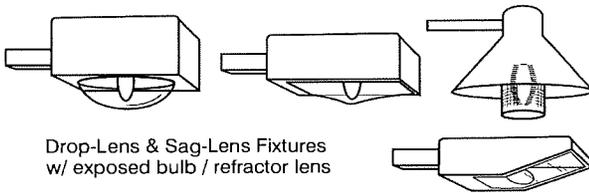
Fixtures that produce glare and light trespass



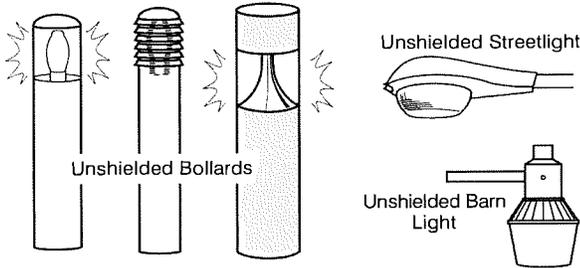
Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



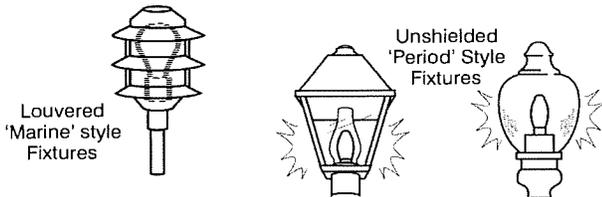
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens



Unshielded Streetlight

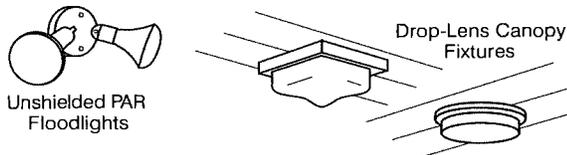
Unshielded Bollards

Unshielded Barn Light



Louvered 'Marine' style Fixtures

Unshielded 'Period' Style Fixtures

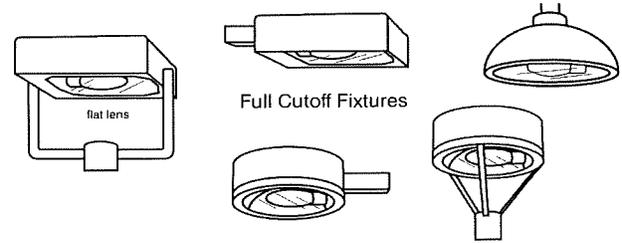


Unshielded PAR Floodlights

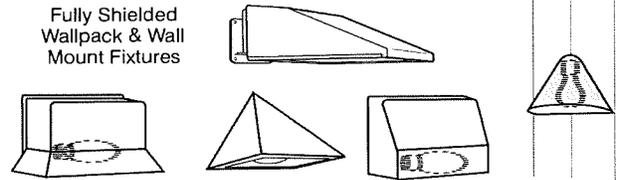
Drop-Lens Canopy Fixtures

Acceptable

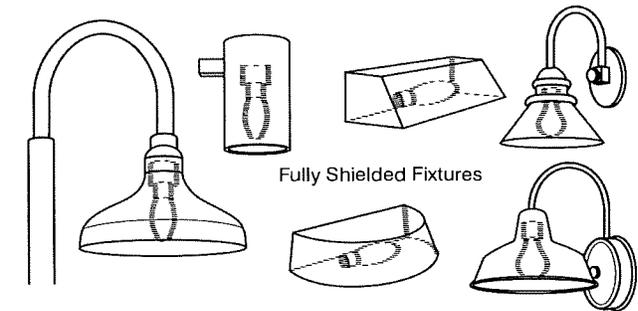
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



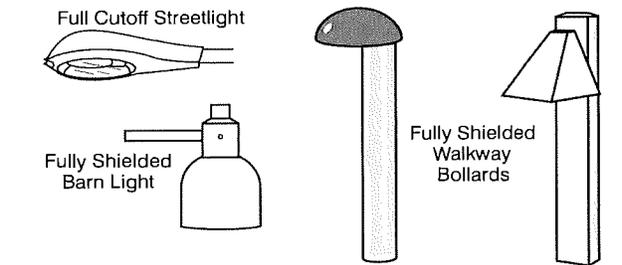
Full Cutoff Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



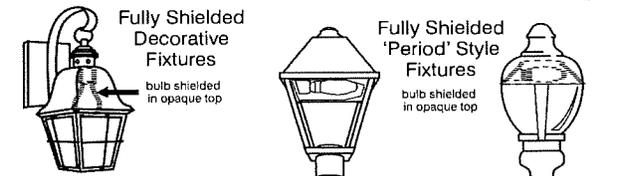
Fully Shielded Fixtures



Full Cutoff Streetlight

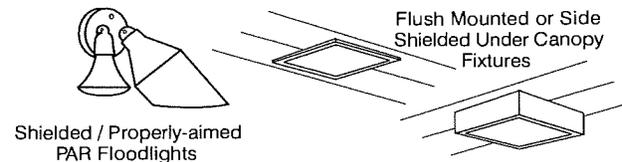
Fully Shielded Barn Light

Fully Shielded Walkway Bollards



Fully Shielded Decorative Fixtures

Fully Shielded 'Period' Style Fixtures



Shielded / Properly-aimed PAR Floodlights

Flush Mounted or Side Shielded Under Canopy Fixtures

Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission.

Project: Wesleyan Inn
235 West William St.
Delaware, Ohio

Date: May 16, 2018

Site Lighting

Site lighting shall follow, as much as possible, published outdoor lighting recommendations from the International Dark Sky Association in addition to City of Delaware zoning code.

Site Lighting Plan: Lighting plan, cut sheets, and photo metrics shall be submitted at a later date.

Lamps, Lighting Fixtures and Locations

Lamps: All light fixtures shall be 'warm' LED with a color temperature not to exceed 3,000 degrees Kelvin. All lights shall be shielded.

Entry Drives: Shielded landscaping light fixtures not to exceed 16" high.

Driveway: Shielded landscaping light fixtures not to exceed 16" high.

Sidewalks: Fully Shaded Walkway Bollards not to exceed 36" high.

Parking Lot: Fully Shaded Walkway Bollards not to exceed 36" high.
Shielded landscaping light fixtures not to exceed 16" high.
Shield wall washer up lights as base of trees.
Fully shielded wall mount fixtures on side of privacy fence not to exceed 60" high.

Building Perimeter:
Shielded landscaping light fixtures not to exceed 16" high.
Shielded wall washer up lights as base of foundation.
Shielded wall sconce at entry doors.

Drive-through Canopy:
Recessed can lights on under side of canopy.

Existing Building Tower:
Concealed interior up light LED light fixtures.

Plan④Land

May 7, 2018

Christopher J Posey
243 W. William St.
Delaware, OH 43015

RE: The Wesleyan Inn

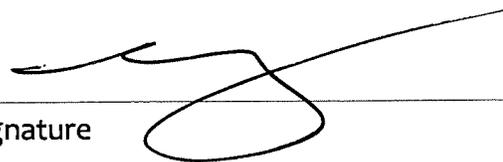
Christopher,

As discussed with Jim Manos on May 7, 2018, you have indicated an interest in selling your real property located at 243 W. William St., Delaware, Oh 43015. Jim expressed to you his mutual interest in purchasing this property, contingent upon the following conditions:

- 1) Purchase price is to be determined upon review of three (3) appraisals, at a price 10% above the highest appraisal;
- 2) Jim Manos will provide to you \$5,000 in refundable earnest money and will pay the cost of an Attorney of your choosing to review subsequent purchase agreement;
- 3) Purchase will occur upon your request and not sooner than the City of Delaware grants final approval of the development project at 235 & 239 W. William St., known as The Wesleyan Inn; and
- 4) Purchase will occur only with your continued and memorialized support of the development project known as The Wesleyan Inn.

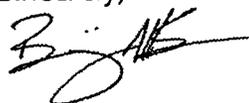
This letter is intended to affirm mutual understanding between you and Jim Manos. To express your understanding and agreement of these preliminary terms, please sign below and use the enclosed SASE to send this letter back to us. Upon signed remittance of this letter, we will begin drafting a formal purchase agreement for your review.

Christopher Posey
Name (Printed)


Signature
5/8/2018
Date

If you have any further questions about the project, don't hesitate to give me a call at (203) 583-1760 or email me at ben@plan4land.net. Thank you very much!

Sincerely,



Ben Henson, AICP
Principal, Plan 4 Land, LLC

Plan④Land

May 7, 2018

Christopher J Posey
243 W. William St.
Delaware, OH 43015

RE: The Wesleyan Inn

Christopher,

Thank you for allowing us to reach out to you recently on behalf of the Developer of the planned renovation and expansion of the 235 William St. property. As planned, the property will be locally owned and operated as a 43-bed boutique hotel known as The Wesleyan Inn aimed primarily at parents of Ohio Wesleyan students. It will be only slightly larger than the existing building and will include parking, a one-way entrance and a two-way entrance and exit. A copy of the preliminary plan is attached for reference.

Through our discussions, you indicated that you support this project as it has been presented. As our neighbor, your support means everything to us and sends an important message to the City of Delaware. **To show your support of The Wesleyan Inn, please sign this letter below so that we may include it in our efforts in seeking approval from the City of Delaware.** Please use the enclosed SASE to send this letter back to us, or you can also scan and email it to my address below if that is easier.

Christopher Posey
Name (Printed)


Signature
5/8/2018
Date

If you have any further questions about the project, don't hesitate to give me a call at (203) 583-1760 or email me at ben@plan4land.net. Thank you very much!

Sincerely,



Ben Henson, AICP
Principal, Plan 4 Land, LLC

Plan④Land

May 1, 2018

Rodeo Builders, LLC
c/o Jose Valenzuela
230 W. William St.
Delaware, OH 43015

RE: The Wesleyan Inn Parking

Rodeo Builders, LLC c/o Jose Valenzuela,

As we have progressed through preliminary informal review and discussions of The Wesleyan Inn project with the City of Delaware, we have been informed that the City will require the Developer to make improvements to William St. in order to maintain a safe left turn onto Elizabeth St. and a new left turn into the property. There are currently 2 alternatives being discussed (please check your preferred alternative):

Alternative A: The left turn lane that allow stacking of cars turning left onto Elizabeth will be extended westward, and a new left turn lane into The Wesleyan Inn will be added as shown on the enclosed preliminary plan. This results in the loss of on-street parking spaces in front of your home.

Alternative B: The striping improvements will be made as describe above, and 3 parking spaces will be created by "bumping in" William St. This results in the creation of 3 better protected on-street parking spaces in front of your home. *** I previously sent a letter that accidentally indicated that this would result in moving the sidewalk 3' onto your property, which is not correct. The bump-in will not encroach upon your property whatsoever. I apologize for any confusion I may have caused. ***

Both alternatives are concepts being considered. Neither represents a final solution. With your support, we will continue to explore feasibility and engineering of a preferred alternative. The attached Illustration A shows conceptually what the bump in could look like.

Rodeo Builders LLC
Name (printed) Timothy Hass
by Patty Roberts POA

Rodeo Builders LLC
Signature Timothy Hass
by Patty Roberts
5.8.18 POA
Date

Thank you,



Ben Henson, AICP
Principal, Plan 4 Land, LLC

Plan④Land

May 1, 2018

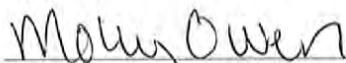
Molly B. Owen
232 W. William St.
Delaware, OH 43015

RE: The Wesleyan Inn

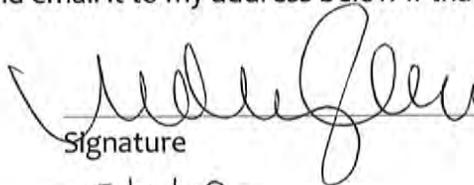
Molly,

Thank you for allowing us to reach out to you recently on behalf of the Developer of the planned renovation and expansion of the 235 William St. property. As planned, the property will be locally owned and operated as a 43-bed boutique hotel known as The Wesleyan Inn aimed primarily at parents of Ohio Wesleyan students. It will be only slightly larger than the existing building and will include parking, a one-way entrance and a two-way entrance and exit. A copy of the preliminary plan is attached for reference.

Through our discussions, you indicated that you support this project as it has been presented. As our neighbor, your support means everything to us and sends an important message to the City of Delaware. **To show your support of The Wesleyan Inn, please sign this letter below so that we may include it in our efforts in seeking approval from the City of Delaware.** Please use the enclosed SASE to send this letter back to us *this week*, if possible. You can also scan and email it to my address below if that is easier.



Name (Printed)



Signature

5/5/18

Date

If you have any further questions about the project, don't hesitate to give me a call at (203) 583-1760 or email me at ben@plan4land.net. Thank you very much!

Sincerely,



Ben Henson, AICP
Principal, Plan 4 Land, LLC

Plan 4 Land

May 1, 2018

Molly B. Owen
232 W. William St.
Delaware, OH 43015

RE: The Wesleyan Inn Parking

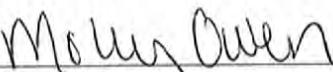
Molly,

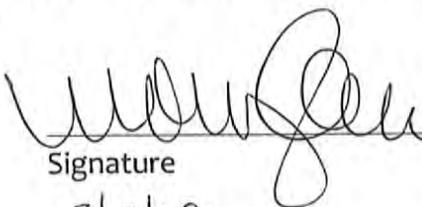
As we have progressed through preliminary informal review and discussions of The Wesleyan Inn project with the City of Delaware, we have been informed that the City will require the Developer to make improvements to William St. in order to maintain a safe left turn onto Elizabeth St. and a new left turn into the property. There are currently 2 alternatives being discussed (please check your preferred alternative):

Alternative A: The left turn lane that allow stacking of cars turning left onto Elizabeth will be extended westward, and a new left turn lane into The Wesleyan Inn will be added as shown on the enclosed preliminary plan. This results in the loss of on-street parking spaces in front of your home.

Alternative B: The striping improvements will be made as describe above, and 3 parking spaces will be created by "bumping in" William St. This results in the creation of 3 better protected on-street parking spaces in front of your home. ***** I previously sent a letter that accidentally indicated that this would result in moving the sidewalk 3' onto your property, which is not correct. The bump-in will not encroach upon your property whatsoever. I apologize for any confusion I may have caused. *****

Both alternatives are concepts being considered. Neither represents a final solution. With your support, we will continue to explore feasibility and engineering of a preferred alternative. The attached Illustration A shows conceptually what the bump in could look like.


Name (printed)


Signature

5/5/18
Date

Thank you,



Ben Henson, AICP
Principal, Plan 4 Land, LLC

Plan④Land

May 1, 2018

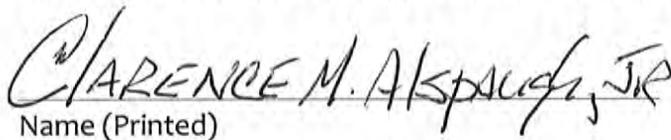
Clarence M., Jr. & Cleola E. Alspaugh
226 W. William St.
Delaware, OH 43015

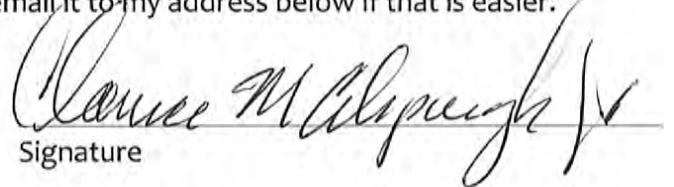
RE: The Wesleyan Inn

Clarence & Cleola,

Thank you for allowing us to reach out to you recently on behalf of the Developer of the planned renovation and expansion of the 235 William St. property. As planned, the property will be locally owned and operated as a 43-bed boutique hotel known as The Wesleyan Inn aimed primarily at parents of Ohio Wesleyan students. It will be only slightly larger than the existing building and will include parking, a one-way entrance and a two-way entrance and exit. A copy of the preliminary plan is attached for reference.

Through our discussions, you indicated that you support this project as it has been presented. As our neighbor, your support means everything to us and sends an important message to the City of Delaware. **To show your support of The Wesleyan Inn, please sign this letter below so that we may include it in our efforts in seeking approval from the City of Delaware.** Please use the enclosed SASE to send this letter back to us *this week*, if possible. You can also scan and email it to my address below if that is easier.


Name (Printed)


Signature

5-5-2018
Date

If you have any further questions about the project, don't hesitate to give me a call at (203) 583-1760 or email me at ben@plan4land.net. Thank you very much!

Sincerely,



Ben Henson, AICP
Principal, Plan 4 Land, LLC

Plan 4 Land

May 1, 2018

Clarence M., Jr. & Cleola E. Alspaugh
226 W. William St.
Delaware, OH 43015

RE: The Wesleyan Inn Parking

Clarence & Cleola,

As we have progressed through preliminary informal review and discussions of The Wesleyan Inn project with the City of Delaware, we have been informed that the City will require the Developer to make improvements to William St. in order to maintain a safe left turn onto Elizabeth St. and a new left turn into the property. There are currently 2 alternatives being discussed (please check your preferred alternative):

Alternative A: The left turn lane that allow stacking of cars turning left onto Elizabeth will be extended westward, and a new left turn lane into The Wesleyan Inn will be added as shown on the enclosed preliminary plan. This results in the loss of on-street parking spaces in front of your home.

Alternative B: The striping improvements will be made as describe above, and 3 parking spaces will be created by "bumping in" William St. This results in the creation of 3 better protected on-street parking spaces in front of your home. ***** I previously sent a letter that accidentally indicated that this would result in moving the sidewalk 3' onto your property, which is not correct. The bump-in will not encroach upon your property whatsoever. I apologize for any confusion I may have caused. *****

Both alternatives are concepts being considered. Neither represents a final solution. With your support, we will continue to explore feasibility and engineering of a preferred alternative. The attached Illustration A shows conceptually what the bump in could look like.

CLARENCE M. Alspaugh, Jr
Name (printed)

Clarence M Alspaugh Jr
Signature

5-5-2018
Date

Thank you,



Ben Henson, AICP
Principal, Plan 4 Land, LLC

kathryn.cawley@plaskolite.com

Dear Plan 4 Land,

April 27, 2018

I received your letter and architecture drawing of the proposed hotel. I think it is a great idea as both of the houses are run down and you are keeping the old Perkins house in tack and upgrading it. The kids that used to live there were having parties and bonfires at all hours of the night that keep the neighborhood up. I think the hotel would be a huge improvement to the neighborhood.

I also like the fence separation, a thing we have not had in the past. You have my approval to move forward with this plan.

Thank you and good luck,

Kathryn Cawley

144 Oak Hill Avenue

Delaware, Ohio 43015

Statement at the Planning Commission [draft 6/6/18]

Thomas Wolber
272 Hearthstone Dr.
Delaware, OH 43015

I am speaking tonight as a member of the Shade Tree Commission of the City of Delaware, but not in any official capacity. Shade Tree did not meet in March and May and may not meet in June either, but this issue is urgent.

The Shade Tree Commission was founded in 1977 as an advisory board to the Delaware City Council. The original charter outlines that it shall be its duty, among other items, to ensure the "maintenance and protection" of the trees and the tree canopy within the City of Delaware. The City's "Codified Ordinances" provide specific guidance to that effect. Chapter 1168 states that the purpose of the "Tree Preservation Regulations" is "to ensure the preservation of existing trees and natural wooded areas and encourage replacement of damaged or removed trees so that City residents may benefit from a healthy urban forest" (1168.01). Maintaining the current tree cover (tree canopy) in the city is one of the stated goals (1168.07). Specifically, section 1168.01 mentions the replacement of trees that might be removed in the course of land development and building construction. A "tree replacement plan" is required. In *all* zoning districts (no exemption for areas zoned A is listed), major trees (6" or more) in good condition shall be replaced by the owner of the lot with trees that have a total caliper equal to, or greater than, the total caliper of the removed major tree (1168.04). Although 100% on-site tree replacement is desired and 50% on-site tree replacement is required, developers also have the option of using a tree-bank site and/or a tree-bank fund to make up for any difference. The current replacement fee for healthy major trees is \$100 per caliper inch, according to the City's fee schedule.

The property at 235-239 W. William St. (the 1.09-acre lot for the future Wesleyan Inn) reportedly encompasses a total of 473 caliper inches of trees. The stated plan is to remove 320 caliper inches of trees while preserving 153 caliper inches. (In fact, 91 inches were already removed in February 2018.) The shortfall is thus 320 inches (not 167 inches).

Therefore, the applicant is required to make a payment of \$32,000 into the Tree Fund (not \$16,700 as stated in the documents in front of the Planning Commission).

Unless someone can explain the rationale for the "fuzzy math" in the development plan for the Wesleyan Inn, from where this member of the Shade Tree Commission sits the current tree-removal plan does not meet the requirements of Chapter 1168 of the Codified Ordinances as currently written.

Somewhere in your documents is the sentence, "Credit shall be given on a caliper inch basis for any permanently preserved t[r]ees." This notion of "preservation credit" seems to be at the heart of the matter. The Shade Tree Commission has never accepted and approved such a concept and would be very surprised to hear about it. When we presented our annual report to City Council in April, there was no awareness and no mention of any policy change.

We are aware and concerned, however, that somehow the "preservation credit" concept has entered through the back door into several recent development projects and that, perhaps, the Building Industry Association of Central Ohio has something to do with it. The Shade Tree Commission in April unanimously approved a resolution asking that a member of STC be present at meetings between the City and the BIA when issues involving trees are addressed. If there is a conversation about a new-fangled concept called "preservation credits," the Shade Tree Commission would like to be part of it.

The Shade Tree Commission has been operating on the premise that Delaware's Codified Ordinances are the law of the land. However, it seems the Planning Commission is using a different standard and a different interpretation when it comes to tree replacement. Unfortunately the issue has created unnecessary conflict and confusion, due to no fault of the Shade Tree Commission. It is time to address this issue in the open, not behind closed doors, and to come to a consensus what the standard and the policy is as we move forward.

From: [Meg Maggart](#)
To: [Elaine McCloskey](#)
Subject: [BULK] Wesleyan Inn
Date: Tuesday, June 19, 2018 7:54:48 AM
Importance: Low

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

Good morning,

My name is Meg Maggart and I live at 265 West William Street, it is two houses away to the west of the proposed Wesleyan Inn parking site. I am not in favor of this project and the rezoning of the residential lot at 239 West William Street at all. It's not the right location for a hotel, there are many other better site choices for this project in Delaware. Right next to and in fact within a residential neighborhood shouldn't be one of them.

This project will have an effect on our property values, and not for the better, and could very well be the beginning of the end for our neighborhood. This is of no concern to Mr. Manos but I hope it is a concern to all of you. Because Mr. Manos can, he has made an agreement to buy the property that would be right next to the parking he is proposing if you approve this rezoning effort. He knows no one in their right mind would want to live next to or close a hotel, or its parking lot. In an in person meeting with Mr. Manos, he told me and other neighbors in attendance he had no intention of buying any other homes in our neighborhood, so much for his word. So now he will own and control at least three lots all in a row. This is very concerning, what will the future bring? He said he would turn that home into rental. I don't want to live next to a rental home or a hotel. Once again this will effect property values and pride in our neighborhood. One example is that there is already a rental home across the street at 238 West William that has set empty for quite some time now and is slowly deteriorating. Many people in the neighborhood have been working on their homes, We in the process of adding a \$40,000 garage and continue to make improvements to our home, this doesn't always happen with rentals, as I'm sure you're aware. He is a business man and is less interested in the continued stability of our neighborhood and community, then he is with making money.

Mr. Manos has said and written in the documents that the Wesleyan Inn will be locally owned and operated. If Mr. Manos is the owner, when did living in Muirfield become local. He also has said this hotel is aimed primarily at parents of Ohio Wesleyan students. I guess

that means he will be turning away all others then. Of course he won't. This idea is absurd. Which means that 24/7 all types of people will be coming and going, walking around our neighborhood. This will increase traffic on an already busy street. William street gets backed up regularly just from existing traffic, trains and the traffic light at Elizabeth street. Adding a hotel would only increase the traffic congestion with customers trying to turn in and out of the hotel. A local person would know this.

In addition to purchasing the house which he plans to redone, he has made several shady offers to other neighbors. The house owned by Chris and Jessica (2 down from me) he has offered to purchase their home if the project goes through as they have argued they do not want to live next to a parking lot. In the last meeting, Mr. Manos told us that he was "in contract" for the purchase of that home. That is simply not true as it is a verbal offer contingent upon the approval of the hotel. He has offered several residents across the street to widen their driveways. There are many "promises" coming from Mr. Manos which would further change our neighborhood.

In short, again this is not the right location for a hotel.

Rezoning to create a parking lot does not help anyone but Mr. Manos. There are plenty of other sites in Delaware that would be more suited for this project than sticking a three story eye sore in our backyards where we all lose our privacy and the feel of our neighborhood and sense of community.

Thank you for your time and consideration in this matter.

Meg Maggart

From: [Tom Tobin](#)
To: [Elaine McCloskey](#)
Subject: Re: Public Comment
Date: Friday, June 22, 2018 9:56:26 AM

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

Elaine,

Thank you for your email, I'm not sure what happened, I sent in on the afternoon of the 19th. But thank you for your follow up, and the opportunity to still send you my thoughts on the Wesleyan Inn.

Good afternoon,

My name is Tom Tobin and I live at 253 West William Street, it is one house away to the west of the proposed Wesleyan Inn parking site. I am not in favor of this project and the rezoning of the residential lot at 239 West William Street at all. It's not the right location for a hotel, there are many other better site choices for this project in Delaware. Right next to and in fact within a residential neighborhood shouldn't be one of them.

The reality is that this project will be eating away at our residential neighborhood and will also have an effect on property values, and not for the better. This could very well be the beginning of the end for our neighborhood. This is of no concern to Mr. Manos but I hope it is a concern to all of you. Because Mr. Manos can, he has made an agreement to buy the property that would be right next to the parking he is proposing if you approve this rezoning effort. He knows no one in their right mind would want to live next to or close to a hotel, or its parking lot. In an earlier in person meeting with Mr. Manos, he told me and other neighbors in attendance he had no intention of buying any other homes in our neighborhood, so much for his word. So now he will own and control at least three lots all in a row. This is very concerning, what will the future bring? He said he would turn that home into rental. No one really wants to live next to a rental home or a hotel. Once again this will effect property values and pride in our neighborhood. One example is that there is already a rental home across the street at 238 West William that has set empty for quite some time now and is slowly deteriorating. Many people in the neighborhood have been working on their homes, I myself am in the process of repainting and working on my home, this doesn't always happen with rentals, as I'm sure you're aware. And this isn't a good buffer to the hotel because he owns it and could encroach upon it, who knows. He is a business man and is less interested in the continued stability of our neighborhood and community, then he is with making money.

Mr. Manos has said and written in the documents that the Wesleyan Inn will be locally owned and operated. If Mr. Manos is the owner, when did living in Muirfield become local. He also has said this hotel is aimed primarily at parents of Ohio Wesleyan students. I guess that means he will be turning away all others then. Of course he won't. This idea is absurd. Which means that 24/7 all types of people will be coming and going, walking around our neighborhood. This will increase traffic on an already busy street. William street gets backed up regularly just from existing traffic, trains and the traffic light at Elizabeth street. Adding a hotel would only increase the traffic congestion with customers trying to turn in and out of the hotel. A local person would know this, and it would only be worse in the winter with snow and ice on the William Street hill.

In short, again this is not the right location for a hotel. Rezoning to create a parking lot does not help anyone but Mr. Manos. There are plenty of other sites in Delaware that would be more suited for this project. Sticking a three story eye sore in our backyards where we all lose our privacy and the feel of our neighborhood and sense of community is not a good choice.

Thank you for your time and consideration in this matter.

Tom Tobin

740.362.8544

ttobin7@outlook.com

From: Elaine McCloskey <EMcCloskey@delawareohio.net>

Sent: Friday, June 22, 2018 9:09 AM

To: 'ttobin7@outlook.com'

Cc: Elaine McCloskey

Subject: Public Comment

Mr. Tobin

If you are receiving this email twice, my apologies. My email did not send me a sent receipt and I wanted to try to send it again.

I had received a call from your wife earlier today in regards to the Wesleyan Inn. Upon speaking with Cathy she mentioned that you had sent me an email regarding your concerns. I unfortunately did not receive that email and am requesting that you try to resend it please. I will forward the email on to Council for their review. Please let me know of what other assistance I can be.

Thank you,

Elaine McCloskey

City Council Clerk
City of Delaware
1 S. Sandusky St.
Delaware, Ohio 43015
740-203-1013 office
740-203-1024 fax
www.delawareohio.net

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FACT SHEET

AGENDA ITEM NO: 16

DATE: 06/25/2018

ORDINANCE NO: 18-45

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO ESTABLISH ADDITIONAL FUNDING FOR THE PURCHASE OF ROAD SALT, BRINE APPLICATION EQUIPMENT.

BACKGROUND:

During the 2017/2018 snow and ice season, 2,933 tons of road salt were used to treat twenty-three snow and ice events, exhausting the supply available at the beginning of the season. The City was able to purchase 1,963 tons through suppliers for a cost of \$119,783, leaving the reserve stockpiles 1,200 tons short for the next season. The city also purchased 18,400 gallons of brine additives at a cost of \$25,000 which in combination with brine is utilized to allow anti-ice treatments at temperatures below 20°F. The combined cost of winter snow and ice materials was \$145,000 which nearly depleted available funding in the 2018 appropriations ordinance. The City shall enter into an agreement with ODOT for the purchase of road salt necessary to fully restock the salt barn stockpile in advance of the '18/'19 winter.

The season was also demanding on the anti-icing equipment. It has been determined through combination of detailed mechanical inspection, lack of available replacement parts, and the rate of failure, that both vehicles used in anti-icing operations (1998 street sweeper body and a 2002 Tandem axle dump truck) are at the end of their respective useful service lives. Both required extensive and costly maintenance and repairs to address deficiencies to allow either to operate for an additional season. The combined cost of repairs is

estimated in excess of \$15,000. Both vehicles are scheduled to be removed from service, one in 2018, and the other the following year.

Modifications to anti-icing operations will include the purchase of new brine distributors that can be utilized within any of the single-axle dump trucks in the fleet, providing for maximum flexibility in the brining operations. Moving to the removable brine distributor inserts will provided for a more sustainable operation that is not limited by vehicle maintenance delays and mechanical failure. Though the 2018 operations budget includes funds to purchase a single brine applicator, it is being proposed to purchase the second unit this year and avoid expenses associated with maintaining the current unreliable vehicles dedicated to brine operations. The estimated cost of the second brine applicator is \$16,900.

REASON WHY LEGISLATION IS NEEDED:

The purchase of additional road salt and anti-icing chemicals during the 2017/2018 winter season depleted available funding. Additional funds are required to purchase the balance of salt needed to replenish the salt barn stockpile as well as for the purchase of the brine applicator.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The proposed \$92,000 supplemental appropriation is derived from the following expenses:

1,200 Tons of Road Salt at \$60/ton	\$72,000
1,200 Gallon Brine Applicator	\$18,000

POLICY CHANGES:

None

PRESENTER(S):

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

RECOMMENDATION:

Approval at 2nd reading.

ATTACHMENT(S)

Salt Brine Applicator

ORDINANCE NO. 18-45

AN ORDINANCE SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO ESTABLISH ADDITIONAL FUNDING FOR THE PURCHASE OF ROAD SALT, BRINE APPLICATION EQUIPMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Street Maintenance and Repair budget includes funding for the purchase of road salt and brine additives used to treat the highways during winter snow and ice events; and

WHEREAS, the winter season from October 2017 through April 2018 resulted in exhausting the road salt reserves and requiring the purchase of additional road salt to continue treatment operations; and

WHEREAS, the brine application vehicles have reached the end of their anticipated service lives and now require extensive repair if they are to remain in service; and

WHEREAS, a more sustainable solution to maintaining the brine application operation would be to purchase a brine applicator that can be used in a number of available single axle dump trucks; and

WHEREAS, a supplemental appropriation is required to provide the funding necessary to purchase the additional road salt and brine applicator so that the city is fully prepared in advance of the '18/'19 winter snow and ice season.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the General Fund \$90,000 increasing the following account:

Transfer to SMR Fund (101-0032-5703)	\$90,000
--------------------------------------	----------

SECTION 2. That there is hereby appropriated from the unencumbered balance of the Street Maintenance and Repair Fund \$90,000 increasing the following account:

Street Division Snow/Ice Control Supply (202-2020-5335)	\$90,000
--	----------

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 be able to submit an order for new equipment such that it is available by the beginning of the 2018/2019 winter snow & ice maintenance season, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2018

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

FEATURES & SPECIFICATIONS

Free standing horizontal bulk storage tanks are manufactured from UV stabilized, high-density polyethylene. 16" vented lid. Tanks are equipped with molded-in legs to support the tank, and band locators for tie-downs as well as baffling. Tank walls are translucent for level viewing and equipped with gallon indicators. Tank tie-down hoops are powder-coated mild steel. Stainless steel is optional.



Photo shown with optional equipment.



Standard trunnion style boom valves. Ball valves optional.



Standard valve for self-filling of unit.



Standard adjustable check valve with a quick disconnect.



Standard front rollers guide while loading.

OPTIONS



OPTIONAL
Surge Busters are the most effective solution for reducing or eliminating sloshing in tanks. They provide longer tank life and increase vehicle safety.



OPTIONAL
Hose reel available with high or low pressure hand held spray guns. Can be ordered to specifications.



OPTIONAL
Low level liquid sensor



OPTIONAL
Multi-lane boom with adjustable nozzles.



OPTIONAL
Rear-mounted ladder available in powder-coated mild steel or stainless steel.



OPTIONAL
Heavy-duty self-loading leg frame. Front legs rotate up as unit loads into truck. Adjusts to multiple chassis heights. Quick-release pin for fast loading & unloading. Available in powder-coated mild steel or stainless steel.

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BRINE PRODUCTION & MANAGEMENT SYSTEMS • ANTI-ICE SYSTEMS • PRE-WET SYSTEMS • SLURRY SYSTEMS • COMPLETE TURNKEY PACKAGES



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FACT SHEET

AGENDA ITEM NO: 17

DATE: 06/25/2018

ORDINANCE NO:

RESOLUTION NO: 18-40

READING: FIRST

PUBLIC HEARING: NO

Public Comment 7:20 p.m. 7/9/18

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Bruce Pijanowski, Police Chief

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE RESTRICTION OF ON STREET PARKING ON THE NORTH SIDE OF WEST FOUNTAIN AVENUE BETWEEN FOREST AVENUE AND EUCLID AVENUE BETWEEN THE HOURS OF 7:30 AM AND 3:45 PM ON SCHOOL DAYS.

BACKGROUND:

Richard Jackson, a resident of W. Fountain Ave., requested that city staff consider parking restrictions on W. Fountain Ave adjacent to his residence due to the difficulties it presents to residents trying to exit their driveways onto W. Fountain Ave. City staff found that parking on school days was heavy in the area and that the concern was valid.

Parking and Safety was cancelled on June 18, 2017; and members of the committee agreed that this item should come directly to City Council due to the necessity of making the change prior to the start of the school year. Public comment will be set for July 11, 2018 at 7:20 PM.

REASON WHY LEGISLATION IS NEEDED:

Legislation is needed to create the parking restrictions.

COMMITTEE RECOMMENDATION:

This item is coming directly to council due to the cancellation of the June 18, 2018 Parking and Safety Meeting. The members of the committee were in concurrence that this issue should go to Council due to time constraint. City Staff recommends passage.

FISCAL IMPACT(S):

POLICY CHANGES:

PRESENTER(S):

Bruce Pijanowski, Chief of Police

RECOMMENDATION:

Approval

ATTACHMENT(S)



FACT SHEET

AGENDA ITEM NO: 18

DATE: 06/25/2018

ORDINANCE NO:

RESOLUTION NO: 18-41

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Darren Shulman, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 606 AND THE CITY OF DELAWARE.

BACKGROUND:

The IAFF and the City have negotiated a contract (effective April 1, 2018) and associated MOUs with the following significant changes:

- 2.25% wage increase in each of the three years of the contract (Article 16)
- Making firefighters assigned to the 40 hour shift eligible for the 4% shift premium and the 5% paramedic differential (Article 16)
- Adding a wellness incentive for getting a physical examination and completing the firefighter agility test used during the hiring process (MOU at end of contract)

The IAFF is scheduled to vote on the contract at an upcoming meeting. In order to comply with City Council's preference to have multiple readings on changes to benefits or pay, we are placing this on the agenda for a first reading. The results of the IAFF vote should be known by the next Council meeting.

REASON WHY LEGISLATION IS NEEDED:

Any change in benefits or pay must be approved by City Council.

COMMITTEE RECOMMENDATION:

FISCAL IMPACT(S):

In addition to the 2.25% increase in wages each year, the department anticipates an additional cost of \$24,000 based on the wellness incentive.

POLICY CHANGES:

PRESENTER(S):

Darren Shulman, City Attorney

RECOMMENDATION:

Approval at second reading if approved by IAFF

ATTACHMENT(S)

AGREEMENT BETWEEN THE

CITY OF DELAWARE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 606



Effective Dates
April 1, 2018 - March 31, 2021

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ARTICLE 1 - AGREEMENT

Section 1.1 Agreement

This Agreement is made and entered into by and between the City of Delaware, (hereinafter referred to as the City), and the International Association of Fire fighters, Local No. 606, (hereinafter referred to as the Union).

Section 1.2 Purpose

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the Union.

Section 1.3. Legal References.

1. Unless otherwise indicated, the terms of this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specifications about a matter, the City, its employees, and the Union are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, and retirement of Fire fighters are not superseded by this Agreement except where supplemental workers' compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and original appointments from the eligible lists are not subjects of bargaining under this Agreement.
2. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal, pending a final determination as to its validity, such invalidation or temporary restraint shall be limited to the circumstances which the law or tribunal has prescribed and shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this Agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet as soon as practicable, but no later than thirty (30) days of receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.
3. All references in this Agreement to the male gender shall be equally applicable to the female gender.
4. The City agrees that no employee hereunder, shall be asked to make any written or verbal agreement which may in any way conflict with this Agreement.

Section 1.4 Sanctity of Agreement.

1. No changes in this Agreement shall be negotiated or effected during the duration of this Agreement, unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties and accepted by the authorized City representatives and by the Bargaining Unit.
2. This Agreement shall be binding upon the successors and assigns of the parties thereto, and shall not impede on any management rights under the Management Rights Article of this Agreement nor ORC 4117.08 (C).

Section 1.5 Enforceability of Agreement.

The City and the Union assert and believe that the provision of this Agreement is enforceable in a Court of Law.

Section 1.6 Changes in Terms and Conditions of Employment.

Subject to the specific rights retained by the City in this Agreement, the City recognizes its legal obligation under Ohio Revised Code Chapter 4117 to bargain with the IAFF prior to implementation of any changes in wages, hours or other terms and conditions of employment applicable to members of the Bargaining Unit.

ARTICLE 2- RECOGNITION

Section 2.1 Recognition

The City hereby recognizes the International Association of Fire fighters, Local No. 606, as the sole and exclusive representative for all employees included in the Bargaining Unit described in Section 2 of this Article. The Union is recognized by the City as the sole and exclusive representative of all Bargaining Unit members in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of past Agreements between the parties, and the resolution of questions arising under this Agreement.

Section 2.2 Bargaining Unit

The Bargaining Unit shall include all full-time fire department employees who hold the rank of firefighter, lieutenant and captain, excluding the Fire Chief and the Management Captain, who in the absence of the Chief, is authorized to exercise the authority and perform the duties of the Chief of the department.

ARTICLE 3 - DEFINITIONS

Appointing Authority: City Manager

Appointment: The designation of a person, by due authority, to become an employee in the position, and his induction into said position.

Calendar Month: From the first day to and including the last day of one of the twelve calendar months.

Calendar Week: Seven consecutive calendar days starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

Class: A group of positions with the same descriptive title having similar duties and responsibilities and requiring similar qualifications and which can be distinguished from other groups or positions.

Classified Service: All positions and employment not specifically included by provisions of the City Charter as being in the unclassified service.

Compensatory Time: Time off with pay for authorized overtime worked in lieu of salary and wages.

Demotion: A change of an employee from a position of one class to a position of a different class having a lower rate of pay.

Earned Time: Time off with pay in the form of Holiday, Compensatory time, Personal Days.

Eligible List: A list of names of persons who have been found qualified through suitable tests for reinstatement or employment.

Employee/Employees: As used in this Agreement means members of the Bargaining Unit.

Full Time Status: Employment which requires active service to be performed in accordance with an established working time, such schedule to be based upon not less than 80 hours per 14 consecutive calendar days.

Holdover: When a member is in an overtime status that extends the ending of their scheduled work shift.

Kelly Day: A 24 hour day off that exists for the purpose of reduction in time in order to not trigger FLSA overtime payment requirements.

Original Appointment: Initial appointment of a person to a position in the City service, or appointment after service has been interrupted by resignation, retirement, or discharge.

Overtime: Time during which an employee is on duty, working for the City of Delaware in excess of regularly scheduled hours of work. Overtime applies only to that time authorized to be worked by the Fire Chief or designee in accordance with this Agreement.

Paid Status: Shall include compensation received for work performed and when on authorized leave with pay.

Pay Period: A two calendar week period beginning on a Wednesday and ending on the second Tuesday.

Pay Plan: A schedule of compensation rates established for the classes of positions of the Division of Fire.

Pay Range: The minimum and maximum pay rates, together with the intermediate rates, if any, established for a class.

Pay Step: Each of the regular pay steps in a pay range.

Permanent Status: The rights and privileges granted to an employee who has been appointed to a classified position after certification from an eligible list or as otherwise provided by the City Charter, and completion of the probationary employment period.

Position: Any office, employment or job calling for the performance of certain duties and the exercise of certain responsibility by one individual, a position may be vacant, part-time or full-time.

Pre-scheduled Overtime: Overtime for required and requested training and overtime scheduled with the member at least forty-eight (48) hours prior to the beginning of the overtime.

Provisional Appointment: Appointment of an individual possessing the minimum qualifications for the position involved, in the absence of, and pending the establishment of an eligible list.

Reappointment: An appointment from an eligible list of a person, whose name has been restored to said list, said person previously having permanent status and separated from the City in good standing.

Re-Employment: Return to duty of a person who is laid off due to lack of work or lack of funds.

Resignation: The voluntary termination of employment by the employee.

SENIORITY: FOR THE PURPOSES OF THIS AGREEMENT, SENIORITY SHALL BE COMPUTED ON THE BASIS OF UNINTERRUPTED LENGTH OF CONTINUOUS, ACTIVE FULL-TIME SERVICE AS SWORN, REGULAR FULL-TIME FIREFIGHTER, REGARDLESS OF RANK, APPOINTED PURSUANT TO THE CIVIL SERVICE RULES IN THE CITY OF DELAWARE. CONTINUOUS SERVICE SHALL BE DEEMED BROKEN WHEN A MEMBER RESIGNS, RETIRES, IS DISCHARGED, OR FAILS TO TIMELY RETURN TO DUTY AFTER AN APPROVED LEAVE OF ABSENCE FOLLOWING WRITTEN NOTIFICATION TO SO RETURN. ONCE CONTINUOUS SERVICE IS BROKEN, A MEMBER LOSES ALL PREVIOUSLY ACCUMULATED SENIORITY. TIME SPENT WHILE ON SUSPENSION OR UNPAID STATUS SHALL NOT CONSTITUTE A BREAK IN SERVICE, BUT SHALL TOLL SERVICE TIME FOR THAT PERIOD.

SENIORITY IN RANK: THE LENGTH OF A MEMBER'S SERVICE WITHIN HIS RANK.

Upgrading: Raising all of the positions by amending the Agreement to provide a higher pay range.

Workday: An eight (8) hour shift, or a ten (10) hour shift, for those employees working a forty (40) hour week, a twelve (12) hour shift for those employees working a forty-two (42) hour week, and a twenty-four (24) hour shift for those employees working a three (3) platoon system.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 Unless otherwise agreed and set forth in this Agreement, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City, including the Fire Department. The right to manage shall include, but not be limited to:

1. The right to direct, supervise, evaluate, hire, promote, transfer, assign, schedule, layoff and retain employees; and also to suspend, discipline, demote and discharge for just cause.
2. The right to effectively manage the work force and to determine the number of personnel needed in an agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, organizational structure and overall budget.
3. The right to purchase equipment, materials, or services, or to subcontract for services, except that the City agrees that it will not subcontract under any circumstances that will result in the layoff of members or the continued layoff of members.
4. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government operations.
5. The right to make reasonable rules to regulate the work force and to establish and amend personnel policies and procedures relating to any matter which is not set forth in this Agreement.
6. The right to take any necessary actions to carry out the mission of the City.

ARTICLE 5 - DUES

Section 5.1 Union Dues Deductions.

The City will deduct from the wages and turn over to the appropriate designated officer of Local No. 606, International Association of Fire fighters, the regular monthly Union dues of such member who shall individually and voluntarily certify in writing that they authorize such deduction. This authorization shall be specifically in writing, and will require the employee and the Union to agree to hold the City harmless for any payment made to the Union by the City during the term of the voluntary assignment. All members of the Bargaining Unit shall either become dues paying members of the Union or, as a condition of continued employment, remit to the Union a fair-share fee in the amount set from time to time by the Union in accordance with the provisions of O.R.C. 4117.09 (C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the Union. The amount deducted from the employee's paycheck with regard to the local dues which are voluntarily authorized, shall be turned over to the Union no later than thirty (30) days following such deduction.

Section 5.2 Other Deductions.

The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

ARTICLE 6 - NONDISCRIMINATION

Section 6.1 Discrimination Prohibited.

The City and the Union shall not discriminate against any member of the Bargaining Unit on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, political affiliation, handicap or national origin as provided by law.

Section 6.2 Union Activity.

The City agrees not to discriminate against any member of the Bargaining Unit on the basis of his membership or non-membership in the Union, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his activities as an officer or other representative of the Union.

Section 6.3 Representation.

The Union agrees to fairly represent all members of the Bargaining Unit subject to the provisions and procedures set forth in Sections 4117.11(B)(6) and 4117.12 of the Revised Code regardless of whether or not the member of the Bargaining Unit is also a member of the Union.

ARTICLE 7 - PROBATIONARY PERIOD

Section 7.1 New Hires Probationary Period.

The probationary period for all newly hired employees will be a period of twelve (12) months from the date of hire, or six (6) months from the date of successful completion of Fire Academy training, whichever is longer. Total Probationary period shall not exceed (19) nineteen months. After successful completion of the probationary period, employees will be credited with seniority from the original date of hire. During the probationary period, the member may be dismissed if the member fails to demonstrate that he can completely and satisfactorily perform the job.

Section 7.2 Promotional Probationary Period.

Any member who is promoted shall serve a six (6) month probationary period or three (3) months from when the Chief determines that minimum job classification requirements that exist at the time that the promotion is made are met, whichever is longer, from the date of his promotion. If the member fails to demonstrate that he can completely and satisfactorily qualify for and perform the job within the probationary period, the City may return the employee to his former classification, without any loss in seniority. Any other members who are promoted following and as a result of this member's promotion shall also be returned to their former positions.

Section 7.3 Adjustments and Extensions.

1. The probationary periods required herein may be extended if the member is on an authorized leave of absence or other approved leave equal to or greater than 30 days. The probationary periods shall be extended by the length of the authorized leave of absence or other approved leave.
2. In addition to the extension allowed in the preceding paragraph, if in the sole discretion of the City an extension is necessary to properly evaluate a member's performance and determine whether or not he can completely and satisfactorily qualify for and perform the job, the required probationary period may be extended up to a maximum of one month more, provided the City provides written notice to the member of such an extension at least ten (10) days prior to the date the member would otherwise complete his probationary period. The length of the extension will depend upon the circumstances warranting the extension.

Section 7.4. Recourse.

No member may arbitrate a dismissal or demotion effected during his probationary period in accordance with the terms of this Article.

Section 7.5. Rehires.

Former members who completed their probationary period and are rehired by the City after a separation from service shall be subject to the probationary period established in Section 1 of this Article.

ARTICLE 8 - NO STRIKE, NO LOCKOUT

Section 8.1 Strikes Prohibited.

It is understood and agreed that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action at any time which will interrupt or interfere with the operation of the City for the duration of this Agreement. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the City. In the event of a violation of this Article, the Union agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams, employee meetings and public denouncement of any violation to bring about an immediate resumption of normal work.

Section 8.2 Lockouts Prohibited.

The City agrees that it will not engage in any lockout of employees covered by this Agreement.

ARTICLE 9 - LABOR/MANAGEMENT COMMITTEE

Section 9.1

In the interest of sound Labor/Management Relations, unless mutually agreed otherwise, the employer and/or his designee(s) shall meet at least annually on a mutually agreeable day and time, with not more than three (3) representatives of the IAFF to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 9.2

An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meeting shall be to:

1. Discuss the administration of this agreement.
2. Notify the union of changes made by the employer which affect bargaining unit members of the IAFF.
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
4. Disseminate general information of interest to parties.
5. Discuss ways to increase productivity and improve effectiveness.
6. Consider and discuss health and safety matters relating to employees.

Section 9.3

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 9.4

Although questions of contract interpretation are appropriate for discussion in these meetings, it is not intended that the meetings replace the collective bargaining process or be used as a forum for trying to alter this agreement. Although it is intended that the parties can suggest any topic for discussion that relates to terms and conditions of employment, no discussion constitutes a waiver of any of the Chief's or the City's management rights.

ARTICLE 10 - CORRECTIVE ACTION

Section 10.1 Just Cause.

Except as provided in Article 7 of this Agreement, no Bargaining Unit member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause.

Section 10.2 Progressive Discipline.

The City agrees to follow the principle of progressive, corrective action. The Fire Chief may skip any step of progressive action if the violations are of a very serious nature. Further, the City agrees to fairly and equitably discipline members.

Section 10.3 Use of Prior Discipline.

In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of Instruction and Cautioning will not be used as a basis for further discipline two (2) or more years after issuance, and records of written reprimand will not be used as a basis for further discipline three (3) years or more after issuance. By the request of the member and providing there has been no intervening discipline, discipline records after the 2 or 3 year period shall be disposed of in accordance with the Human Resources Public Records Retention Schedule.

Section 10.4 Disciplinary Investigation.

Employees under investigation for a disciplinary determination may be placed on administrative leave and any such administrative leave shall be with pay until a determination has been made by the employer. Once the employee is the subject of an investigation, the City will notify the employee, and schedule a review hearing within thirty (30) calendar days. If the investigation involves a criminal nature, the above prescribed time lines shall be waived by the parities. No determination involving a disciplinary suspension without pay or termination shall be made before scheduling a review hearing. A review hearing shall be held before a non-bargaining unit supervisor for all disciplinary actions which may result in a suspension of three (3) days or less. A review hearing shall be held before the City Manager or his designee for all disciplinary actions which may result in a suspension of more than three (3) days, demotions and for terminations. Union representation shall be present at such hearing if so desired by the employee.

Section 10.5 Suspension Defined.

For the purposes of this Article and corrective action, suspensions will generally be administered in time off in increments of 8 hours for 40 hour members and 10 hours for 50 hour members.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 Grievance Defined.

Should any difference or dispute arise between the City and any employee, group of employees in the Bargaining Unit or the Union with respect to the interpretation or application of this agreement, it will be considered a grievance and must be resolved in accordance with the provisions of this Article.

Section 11.2 Grievance Liaison.

The Union will designate not more than three (3) grievance liaisons, one from each shift. From among these three grievance liaison representatives, the Union may appoint a grievance liaison chairman.

Section 11.3 No Loss of Pay.

A grievant shall not suffer any loss of regular pay for time spent presenting his grievance in any of the steps in this grievance procedure during regular duty hours.

Section 11.4 Union Representation.

A grievant shall be entitled to a Union representative at steps 1, 2, 3, and 4 of this procedure. The Union representative shall be entitled to present the grievance on behalf of the grievant if the grievant so desires, to ask questions and to have full participation. The grievant's Union representative will not suffer any loss of regular pay for time spent representing a grievant in discussions under this procedure during regular duty hours. Grievants' and grievance representatives should not use City paid time to reduce a grievance or appeal to writing, to investigate the facts regarding a grievance or facts regarding other similar situations, to engage in discussions with others regarding a grievance or to otherwise prepare to present a grievance at any of the steps in this procedure. However, the City recognizes that members may have conversations regarding grievances during slow work hour periods and shall not discipline such members for conversations or activities related to such conversations as long as such activity does not interfere with the performance of job duties.

Section 11.5 Meetings.

All meetings regarding this grievance procedure may occur during the grievant's duty hours and the grievant and his representative, if he desires one, shall be released from duty for the purpose of attending such meetings provided that neither the grievant nor his representative, if one is desired, are needed to satisfy the City's manpower needs.

Section 11.6 Working Days.

For the purposes of this "Article", the term "Working Days" will not include scheduled days off, approved leaves or holidays.

Section 11.7 Steps.

All grievances shall be resolved in accordance with the following procedure:

1. Step 1.

If any employee, group of employees, or the Union believe that he or they have a grievance (as defined above), he or they shall first informally discuss the grievance with the Fire Chief or designee within ten (10) calendar days of the incident, or within ten (10) calendar days of the time the employee should have been aware of the incident. If the grievant is not satisfied with the proposed disposition of the grievance, then within ten (10) calendar days:

2. Step 2.

The grievance shall be reduced to writing and shall be signed by the aggrieved employee, employees, or the Union and presented to the Fire Chief or designee. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the Fire Chief shall be considered as abandoned. The Fire Chief shall answer, in writing, all grievances within ten (10) calendar days of their receipt. (The day of submission is not counted as a day of this step or any succeeding step.) If the grievant is not satisfied with the proposed disposition, then within ten (10) calendar days:

3. Step 3.

The grievance shall be presented to the City Manager. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the City Manager shall be considered as abandoned. On any grievance submitted in writing to the City Manager or his designee, the grievant and the grievant's representative shall meet to discuss the grievance within ten (10) calendar days. The City Manager or his designee shall answer in writing all grievances within ten (10) calendar days of the meeting. (The day of submission is not counted as a day of this step or any succeeding step.)

4. Step 4.

1. **Appeal to Arbitration.** - Should a member-grievant, after receiving the written answer to his grievance in Step 3 of the Grievance Procedure, still feel that the grievance is unresolved to his satisfaction, he may, upon approval of the Union, request it be heard before an arbitrator. The Union Grievance Chairman must make application to the City Manager or his designee for arbitration within fourteen (14) calendar days of his receipt of the written answer from the City Manager (Step 3).

2. **Selection of Arbitrator.** - Within fourteen (14) calendar days following receipt of the Union's application for arbitration, the City

Manager, or his designee, and a Union representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach an agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service (FMCS), or the State Employment Relations Board (SERB) to submit a panel of arbitrators. Within 35 days from the date on the arbitrator panel list received from FMCS or SERB, the City and the Union shall select an arbitrator by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. Failure by either party to mutually select an arbitrator from the panel, alternately strike names from the panel-or to reject the panel within 35 days of the date on the panel list shall constitute a waiver on the part of that party to participate in the arbitrator selection process

3. **Authority of the Arbitrator.** - The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of this Agreement. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be binding.
4. **Arbitrator Costs.** - The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne entirely by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. Grievants, or grievance representatives, and witnesses called by the City who appear at such a hearing during their normally scheduled working hours shall not suffer any loss of pay. Member witnesses, other than the grievant or the grievance representative, called by the Union will be afforded time off, without pay, or will be allowed to use accumulated leave time to attend the hearing, manpower needs permitting.
5. **Arbitrator's Findings.** - The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator shall render in writing his findings as quickly as possible within thirty (30) calendar days after the hearing, or within thirty (30)

calendar days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the office of the City Manager and to the Union.

Section 11.8 Time Limits.

It is the Administration's and the Union's intention that all the time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the Union's and the Administration's designated representative may mutually agree, at any step, to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, any grievance not answered by the City within the specified time limits shall be considered to be answered in the negative and automatically advanced to the next step. Any step in the Grievance Procedure may be skipped by mutual consent.

Section 11.9 Representatives.

In each step of the Grievance Procedure outlined in Section 7 above, certain specific representatives shall be given approval to attend the meetings therein prescribed. Upon prior notice, either may bring additional representatives to any meeting in the Grievance Procedure.

Section 11.10 Nondiscrimination.

No member or official of the union shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under these procedures.

ARTICLE 12 - WORK RULES AND DIVISION DIRECTIVES

Section 12.1

The Administration agrees that, to the extent possible, any work rules which the City may promulgate shall be reduced to writing and provided to all covered members at least seven (7) days in advance of their enforcement. Any charge by a member that a work rule, or Department Directive, is in violation of this Agreement or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The Administration will provide the Union copies of any revised or new work rules, and Department Directives, in advance of their intended effective dates.

Section 12.2

The administration agrees that when it is necessary to change a bargaining unit member's work schedule, that member shall be notified at least fourteen (14) calendar days before the scheduled change is to take place. It is understood that emergency situations may arise and a fourteen (14) calendar day notice may not be possible. In emergency situations the administration agrees to notify the member as soon as possible before the schedule change is to take place.

ARTICLE 13 - UNION RELEASE TIME

Section 13.1

The Union shall be credited each contract year with a total of seventy-two (72) hours which may be used as paid time off by union representatives for the purpose of attending or participating in union functions or activities. Members authorized to use union release time shall be chosen by the Union. Time off for union release time shall be in accordance with the terms of Article 39, Earned Time. No more than twenty-four (24) unused hours provided in accordance with this Article shall be carried over for use in the next contract year.

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ARTICLE 14 - CONTINUATION OF EXISTING BENEFITS AND CHANGES OF AGREEMENT

Section 13.1

All benefits, rights, privileges and working conditions enjoyed by members of the bargaining unit, which have existed for a reasonably long time, have occurred repeatedly, have been clear and consistent, and have been known to the City and the Local, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual consent of the parties to this Agreement.

Section 13.1

The Local and the City will strive on a continual basis to reduce all past practices to writing. Should a dispute arise during the life of this Agreement over a past practice, the final resolution of the dispute shall become binding for both parties and will be addressed as such in the form of a letter of understanding.

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ARTICLE 15 - MISCELLANEOUS

Section 15.1 Local No. 606 Officials' Roster.

The Union shall provide to the Administration an official roster of its officers and representatives within thirty (30) calendar days of the effective date of this Agreement. This roster will be updated within 30 calendar days of any change, and will include the following:

1. Name
2. Union Office Held

Section 15.2 Safety.

The City agrees to continue to provide a safe and healthy work environment for all employees consistent within its obligations under the law, and the Union agrees to cooperate with the City in its efforts to maintain a safe and healthy work environment. The Union shall be given a copy of injury reports upon written request. If an employee has a justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken.

Section 15.3 Agreement Copies.

Upon completion of negotiations and any required fact-finding and or arbitration, the City and the Union shall sign two duplicate copies of this Agreement. The City and the Union shall each maintain a master copy of the Agreement. The City and the Union shall be responsible for providing copies to their respective members. Copies for any new employees who are hired during the life of the Agreement shall be provided by the City. Where copies must be provided, electronic copies are permitted.

Section 15.4 Assignments.

Fire fighters, other than those receiving out-of-class pay, will not be assigned administrative duties.

Section 15.5 Bulletin Boards.

The Union shall be provided a Union bulletin board at all fire stations. Union bulletins and Union materials only will be permitted to be posted on this bulletin board.

Section 15.6 Ballot Boxes.

The Union shall be permitted, upon prior notification to the Fire Chief, to place a ballot box at the Central Fire Station up to four (4) times per calendar year for the purpose of collecting members' ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents shall be subject to the Fire Department's review.

Section 15.7 Bargaining Unit Meetings.

The Union shall be permitted, upon prior written request to the Fire Chief, to hold meetings for Union members employed by the City of Delaware at the Central Fire Station. The notification required under this Section shall be delivered to the Chief at least forty-eight (48) hours prior to the time for the requested meeting and shall state the date, time and requested location of the meeting. The City agrees to allow the Union to use the requested location on the date and at the time specified in the Union request provided the location is not otherwise in use. However, under no circumstances will Union use of these facilities be permitted to interfere with the business of the City. In the event that permission is granted at the time of the request and the requested facility, due to unexpected events arising during the forty-eight (48) hour notice period, is needed for City business, then permission will be revoked. In the event that the permission must be revoked, the City will, if possible, give the Union at least twelve (12) hours notice of the revocation. If it is impossible to give the Union twelve hours notice, the City will give the Union as much notice as possible.

Section 15.8 Use of Intra-Department Mails.

The Union shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information pertaining to Union business or Bargaining Unit representation to Bargaining Unit members. The Union agrees that the use of mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. The City reserves the right to deny such access in the event that the use of such boxes interferes with the business of the City or the Fire Department by restricting access to such boxes to City or Fire Department business. All mail placed into mail boxes by the Union shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subject to the City's review.

ARTICLE 16 - WAGES

Section 16.1 Pay Ranges and Rates.

For the dates specified below, the new pay rates are effective for the pay period starting on the date included in the table. **PAY RATES REFLECT A 2.25% INCREASE IN YEAR ONE, A 2.25% INCREASE IN YEAR TWO AND A 2.25% INCREASE IN YEAR THREE.**

The differential between ranks shall be as follows:

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

FIREFIGHTER WAGE TABLE

Pay Steps	1	2	3	4	5
April 4, 2018					
Hourly (40 Temp.)	\$ 28.0992	\$ 29.9477	\$ 32.0443	\$ 33.7438	\$ 35.2077
Hourly (50)	\$ 22.4794	\$ 23.9581	\$ 25.6355	\$ 26.9951	\$ 28.1662
Annual	\$ 58,446.32	\$ 62,291.05	\$ 66,652.32	\$ 70,187.32	\$ 73,232.10
Hourly (40+4%)	\$ 29.2232	\$ 31.1456	\$ 33.3261	\$ 35.0936	\$ 36.6161
Annual (40+4%)	\$ 60,784.23	\$ 64,782.86	\$ 69,318.30	\$ 72,994.65	\$ 76,161.39
April 3, 2019					
Hourly (40 Temp.)	\$ 28.7315	\$ 30.6215	\$ 32.7653	\$ 34.5031	\$ 35.9999
Hourly (50)	\$ 22.9851	\$ 24.4972	\$ 26.2123	\$ 27.6025	\$ 28.7999
Annual	\$ 59,761.37	\$ 63,692.60	\$ 68,151.99	\$ 71,766.54	\$ 74,879.83
Hourly (40+4%)	\$ 29.8807	\$ 31.8464	\$ 34.0759	\$ 35.8832	\$ 37.4399
Annual (40+4%)	\$ 62,151.88	\$ 66,240.47	\$ 70,877.96	\$ 74,637.03	\$ 77,875.02
April 1, 2020					
Hourly (40 Temp.)	\$ 29.3779	\$ 31.3105	\$ 33.5025	\$ 35.2794	\$ 36.8099
Hourly (50)	\$ 23.5023	\$ 25.0483	\$ 26.8021	\$ 28.2236	\$ 29.4479
Annual	\$ 61,106.00	\$ 65,125.68	\$ 69,685.41	\$ 73,381.29	\$ 76,564.62
Hourly (40+4%)	\$ 30.5530	\$ 32.5629	\$ 34.8427	\$ 36.6906	\$ 38.2823
Annual (40+4%)	\$ 63,550.30	\$ 67,730.88	\$ 72,472.71	\$ 76,316.36	\$ 79,627.21

FIREFIGHTER PARAMEDIC WAGE TABLE

Pay Steps	1	2	3	4	5
April 4, 2018					
Hourly (40 Temp.)	\$ 29.5042	\$ 31.4451	\$ 33.6465	\$ 35.4310	\$ 36.9681
Hourly (42)	\$ 28.0992	\$ 29.9476	\$ 32.0444	\$ 33.7439	\$ 35.2077
Hourly (50)	\$ 23.6033	\$ 25.1560	\$ 26.9173	\$ 28.3449	\$ 29.5745
Annual	\$ 61,368.64	\$ 65,405.60	\$ 69,984.93	\$ 73,696.69	\$ 76,893.71
Hourly (40 + 4%)	\$ 30.6843	\$ 32.7029	\$ 34.9924	\$ 36.8483	\$ 38.4469
Annual (40 + 4%)	\$ 63,823.44	\$ 68,022.00	\$ 72,784.21	\$ 76,644.38	\$ 79,969.46
Hourly (42) + \$0.65 shift differential	\$ 28.7492	\$ 30.5976	\$ 32.6944	\$ 34.3939	\$ 35.8577
Annual (42) + \$0.65 shift differential	\$ 62,788.24	\$ 66,825.20	\$ 71,404.53	\$ 75,116.29	\$ 78,313.31
April 3, 2019					
Hourly (40 Temp.)	\$ 30.1680	\$ 32.1526	\$ 34.4036	\$ 36.2282	\$ 37.7999
Hourly (42)	\$ 28.7314	\$ 30.6214	\$ 32.7654	\$ 34.5031	\$ 35.9999
Hourly (50)	\$ 24.1344	\$ 25.7220	\$ 27.5229	\$ 28.9826	\$ 30.2399
Annual	\$ 62,749.44	\$ 66,877.23	\$ 71,559.59	\$ 75,354.87	\$ 78,623.82
Hourly (40 + 4%)	\$ 31.3747	\$ 33.4387	\$ 35.7797	\$ 37.6773	\$ 39.3119
Annual (40 + 4%)	\$ 65,259.47	\$ 69,552.49	\$ 74,421.86	\$ 78,368.88	\$ 81,768.77
Hourly (42) + \$0.65 shift differential	\$ 29.3814	\$ 31.2714	\$ 33.4154	\$ 35.1531	\$ 36.6499
Annual (42) + \$0.65 shift differential	\$ 64,169.04	\$ 68,296.83	\$ 72,979.19	\$ 76,774.47	\$ 80,043.42
April 1, 2020					
Hourly (40 Temp.)	\$ 30.8468	\$ 32.8760	\$ 35.1777	\$ 37.0434	\$ 38.6504
Hourly (42)	\$ 29.3779	\$ 31.3104	\$ 33.5026	\$ 35.2795	\$ 36.8099
Hourly (50)	\$ 24.6774	\$ 26.3008	\$ 28.1422	\$ 29.6348	\$ 30.9203
Annual	\$ 64,161.30	\$ 68,381.96	\$ 73,169.68	\$ 77,050.35	\$ 80,392.85
Hourly (40 + 4%)	\$ 32.0807	\$ 34.1911	\$ 36.5848	\$ 38.5251	\$ 40.1964
Annual (40 + 4%)	\$ 66,727.81	\$ 71,117.42	\$ 76,096.35	\$ 80,132.18	\$ 83,608.57
Hourly (42) + \$0.65 shift differential	\$ 30.0279	\$ 31.9604	\$ 34.1526	\$ 35.9295	\$ 37.4599
Annual (42) + \$0.65 shift differential	\$ 65,580.90	\$ 69,801.56	\$ 74,589.28	\$ 78,469.95	\$ 81,812.45

LIEUTENANT WAGE TABLE

Pay Steps	1	2	3
April 4, 2018			
Hourly (40 Temp.)	\$ 37.8924	\$ 39.4450	\$ 40.9976
Hourly (50)	\$ 30.3140	\$ 31.5560	\$ 32.7982
Annual	\$ 78,816.28	\$ 82,045.56	\$ 85,275.38
Hourly (40+4%)	\$ 39.4081	\$ 41.0228	\$ 42.6376
Annual (40+4%)	\$ 81,968.88	\$ 85,327.39	\$ 88,686.11
April 3, 2019			
Hourly (40 Temp.)	\$ 38.7450	\$ 40.3325	\$ 41.9201
Hourly (50)	\$ 30.9960	\$ 32.2660	\$ 33.5362
Annual	\$ 80,589.65	\$ 83,891.59	\$ 87,194.07
Hourly (40+4%)	\$ 40.2948	\$ 41.9458	\$ 43.5969
Annual (40+4%)	\$ 83,813.18	\$ 87,247.25	\$ 90,681.55
April 1, 2020			
Hourly (40 Temp.)	\$ 39.6168	\$ 41.2400	\$ 42.8633
Hourly (50)	\$ 31.6934	\$ 32.9920	\$ 34.2907
Annual	\$ 82,402.92	\$ 85,779.15	\$ 89,155.94
Hourly (40+4%)	\$ 41.2014	\$ 42.8896	\$ 44.5778
Annual (40+4%)	\$ 85,698.98	\$ 89,210.32	\$ 92,721.89

CAPTAIN WAGE TABLE

Pay Steps	1	2	3
April 4, 2018			
Hourly (40 Temp.)	\$ 42.0226	\$ 43.7446	\$ 45.4665
Hourly (50)	\$ 33.6181	\$ 34.9956	\$ 36.3732
Annual	\$ 87,406.96	\$ 90,988.49	\$ 94,570.29
Hourly (40+4%)	\$ 43.7035	\$ 45.4944	\$ 47.2851
Annual (40+4%)	\$ 90,903.29	\$ 94,628.31	\$ 98,353.10
April 3, 2019			
Hourly (40 Temp.)	\$ 42.9681	\$ 44.7288	\$ 46.4895
Hourly (50)	\$ 34.3745	\$ 35.7830	\$ 37.1916
Annual	\$ 89,373.62	\$ 93,035.73	\$ 96,698.12
Hourly (40+4%)	\$ 44.6868	\$ 46.5180	\$ 48.3491
Annual (40+4%)	\$ 92,948.62	\$ 96,757.44	\$ 100,566.05
April 1, 2020			
Hourly (40 Temp.)	\$ 43.9349	\$ 45.7352	\$ 47.5355
Hourly (50)	\$ 35.1479	\$ 36.5881	\$ 38.0284
Annual	\$ 91,384.52	\$ 95,129.04	\$ 98,873.83
Hourly (40+4%)	\$ 45.6923	\$ 47.5647	\$ 49.4369
Annual (40+4%)	\$ 95,039.96	\$ 98,934.49	\$ 102,828.78

Section 15.2 Application of Hourly Rates.

The hourly rates set forth under this section are based on a forty (40) hour, forty-two (42) hour, or fifty (50) hour workweek and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

Section 15.3 Forty-Hour Employees.

1. **Forty-hour employees** ~~THAT ARE NOT RECEIVING THE MEDIC DIFFERENTIAL~~ will receive an additional four percent (4%) of their base salary as established above. This additional amount is included in the wage rates above. Employees temporarily assigned to a 40-hour work week are not eligible for the 4% differential.
2. **Forty-Two hour employees** will receive an additional shift differential of sixty-five (\$0.65) cents per hour as established in the wage rates above.
3. A temporary assignment will be 14 calendar days or less, except the following circumstances: light duty, orientation of new employees, and initial training to secure paramedic certification.

ARTICLE 17 - PAY PLAN ADMINISTRATION

Section 17.1 Fire Fighters.

The Fire Fighter pay plan shall consist of five (5) individual steps within a single pay grade through which Fire Fighters shall move laterally (from Step One to Step Five) as depicted below.

1. Step One (1) shall be the entrance level and minimum salary for Fire Fighters.
2. Fire Fighters shall advance to Step Two (2) on the first day of the first pay period which commences more than six (6) months after successful completion of the academy, or nine (9) months after their date of hire, whichever comes first.
3. Fire Fighters shall advance to Step Three (3) on the first day of the pay period following completion of six (6) months of continuous service at the Step Two (2) level.
4. Fire Fighters shall advance to Step Four (4) on the first day of the pay period following completion of one (1) year of continuous service at the Step Three (3) level.
5. Fire Fighters shall advance to Step Five (5) on the first day of the pay period following completion of one (1) year of continuous service at the Step Four (4) level.
6. The date upon which Fire Fighters officially enter the Step One (1) pay category shall constitute the Fire Fighters hire date and shall serve as the basis upon which any accrual of salary and/or benefits provided under this Agreement are calculated.
7. Time off without pay shall delay any salary step increase by an equivalent amount of workdays involved. The effective date of such return to regular paid status shall serve as the new basis for any accrual of salary and/or benefits.
8. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
9. Salary step advancements prescribed in this article shall occur automatically with regard to Fire Fighters.

Section 17.2 Lieutenants.

The Fire Lieutenant pay plan shall consist of three (3) individual steps within a single pay grade through which the Fire Lieutenant shall move laterally (from Step One to Step Three) as depicted below.

1. Step One (1) shall be the entrance level and minimum salary for Lieutenants.
2. Lieutenants shall advance to Step Two (2) on the first day of the first pay period following one (1) year of continuous service at the Step One (1) level.

3. Lieutenants shall advance to Step Three (3) on the first day of the pay period following completion of one (1) year of continuous service at the Step Two (2) level.
4. Time off without pay shall delay any salary step increases by an equivalent amount of workdays involved. The effective date of such return to regular paid status shall serve as the new basis for any accrual of salary and/or benefits.
5. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
6. Salary step advancements prescribed in this article shall occur automatically with regard to Lieutenants.

Section 17.3 Captains.

The Fire Captain pay plan shall consist of three (3) individual steps within a single pay grade through which the Fire Captain shall move laterally (from Step One to Step Three) as depicted below.

1. Step One (1) shall be the entrance level and minimum salary for Captains.
2. Captains shall advance to Step Two (2) on the first day of the first pay period following one (1) year of continuous service at the Step One (1) level.
3. Captains shall advance to Step Three (3) on the first day of the pay period following completion of one (1) year of continuous service at the Step Two (2) level.
4. Time off without pay shall delay any salary step increases by an equivalent amount of workdays involved. The effective date of such return to regular paid status shall serve as the new basis for any accrual of salary and/or benefits.
5. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
6. Salary step advancements prescribed in this article shall occur automatically with regard to Captains.

Section 17.4 Specifications of the Pay Plan.

Notwithstanding the foregoing provisions of Section One (above), the rate of pay for members affected by personnel actions listed below shall be as follows:

1. Disciplinary Demotion - Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
2. Voluntary - Whenever a member with regular full-time status requests and is granted, a voluntary demotion, is terminated due to either lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, his rate of pay shall be at the top step of the lower pay grade.

3. Reappointment - Whenever a member is reappointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Fire Chief.
4. Re-employment - Whenever a member is re-employed by the City, his rate of pay shall be that which he was being paid at the time of his separation from City employment, with the approval of the Fire Chief.
5. Return from Military Leave - Whenever a member returns from military leave, he shall be restored in his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary to which he would have been entitled had he not entered the military service.

Section 17.5 Acting Pay.

1. Until the City hires Lieutenants, the following shall apply:
 - a. A fire fighter serving as an acting Officer shall be paid for all hours so served at the first step Captain's rate of pay.
2. Once the City hires Lieutenants, the following shall apply:
 - a. A fire fighter serving as an acting Officer shall be paid for all hours so served at the first step Lieutenant's rate of pay. A lieutenant serving as an acting Captain shall be paid for all hours so served at the first step Captain's rate of pay.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

Section 18.1 Definition.

1. **For Forty Hour employees** the workweek shall consist of forty (40) hours based on five (5) eight-hour workdays and two (2) days off, or four (4) ten-hour workdays and three (3) days off. Absent emergency conditions requiring otherwise, days off shall always be consecutive days, though not necessarily in the same workweek. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of forty (40) hours and a work year of 2,080 hours.
2. **For Fifty hour employees** the workweek shall consist of fifty- (50) hours and a three-platoon system. This is to be worked as a twenty-four (24) hour shift. Each member shall receive one day off (Kelly Day) during each 27-day period.
3. **For Forty-Two hour employees** the workweek shall consist of forty-two (42) hours based on a two week cycle of three (3) twelve-hour workdays and two (2) days off, followed by two (2) twelve-hour workdays and three (3) days off, followed by two (2) twelve-hour workdays and two (2) days off.

Section 18.2 Overtime.

1. **Forty (40) hour employees** shall be compensated at the straight-time rates for all hours in paid status, except that all hours worked in paid status in excess of eight (8) in any day, (or ten (10) if a ten-hour schedule is in place) or forty (40) in any workweek, shall be compensated in accordance with Section 4 of this Article. Payment in cash shall be made for any overtime due at the time of separation from the City service.
2. **For fifty (50) hour employees**, the work period for purposes of calculating overtime shall be twenty-seven (27) days. Such employees shall be compensated In accordance with Section 4 of this Article, for all authorized hours worked in excess of 204 hours in any one work period or in excess of twenty-four (24) hour in any shift.
3. **For forty-two (42) hour employees**, the work period for purposes of calculating overtime shall be fourteen (14) days. Such employees shall be compensated in accordance with Section 4 of this Article, for all authorized hours worked in excess of 106 hours in any one work period or in excess of twelve (12) hours in any shift.

Section 18.3 Overtime Policy.

It shall be the policy of the Administration to avoid overtime work except when absolutely necessary. The Administration shall not compensate for overtime work in any form or manner except on the advance authorization of the appropriate supervisor, except that in an emergency such authorization may be granted subsequently.

Section 18.4 Call in Pay/Court Pay/Medic In-Service.

Any member who works outside of their regularly scheduled shift, not including hold over overtime or pre-scheduled overtime, shall be paid double time for the first hour so worked and time and one-half, on a minute by minute basis, for all time greater than one (1) hour. Hold over overtime and pre-scheduled overtime shall be paid at time and one-half, on a minute by minute basis. Overtime pay shall be based on the member's regular hourly rate of pay, be it a forty (40) hour, forty-two (42) hour, or a fifty (50) hour rate. Court pay shall only apply when the legal proceedings pertain expressly to City business as authorized by the City.

Section 18.5 Compensatory Time Off or Cash Payments.

All overtime earned shall be compensated for by accrual of compensatory time, or cash payment within the same pay period at the member's discretion. Such compensatory time off shall be equivalent to the hours earned in section 4 of this article to which the member is entitled.

Section 18.6 Separation Payment for Compensatory Time.

A member who is to be separated from the service through discharge, resignation, retirement or layoff, and who has unused compensatory time to his credit, shall be paid the cash value for such accrued compensatory time, per Article 39, Earned Time.

Section 18.7 Compensatory Time Payment at Death.

When a member dies while in paid status, the cash value of any unused compensatory time, in addition to vacation leave pay to his credit, shall be paid to the surviving spouse or to the estate of the deceased member, Article 39, Earned Time.

Section 18.8 Captains.

It is understood by the parties that this Article applies to all bargaining unit members, including Captains.

Section 18.9 Kelly Day.

The Kelly Day for each member covered by Article 18, Section 1(b) shall be scheduled by **DECEMBER 15** of each year to coincide with prescheduled vacation scheduling in Article 25. The member off on a Kelly Day shall be considered as the first member off for purposes of Article 39, Section 5. A member's receipt of a Kelly Day shall not affect the bi-weekly salary to which the member is otherwise entitled.

Section 18.10 Leap Year.

The 29th day of February in Leap Year will be used as a means to allow the units to rotate holidays worked. This will be accomplished by having each of the three units work eight (8) hours on February 29. Members of the bargaining unit who are assigned to the three crew system during the last

week of February of each leap year shall be affected by the terms of this section. Kelly time consisting of eight (8) hours shall be granted to each such member of the bargaining unit during the last week of February in each leap year. Such Kelly time of eight (8) hours shall be credited to the member's vacation time balance. The eight (8) hours shall only be credited to a member's vacation balance if they actually work that day. If a member is off, they will be charged the normal accrual rate

Section 18.11 Assignment to the Forty-Two Hour Workweek (12 Hour Shifts).

The City will not involuntarily assign any employee(s) hired before January 1, 2012 to the forty-two (42) hour schedule described in Section 1 of this Article. This Section 11 is only meant to address the City's right to make schedule assignments, and does not prevent the City from assigning non-forty-two hour employees to work with forty-two (42) hour employees.

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ARTICLE 19 - PARAMEDICS

Section 19.1 Filling Vacancies.

Vacancies within the Paramedics will be filled by an interview process, utilizing an interview board consisting of the fire chief, two paramedics and the department's medical officer. Consideration shall be given to members with greater seniority.

Section 19.2 Eligibility.

To be eligible for the paramedic pay classification all new certifications must be approved by the Chief, in advance.

Section 19.3 Dropping Certification.

1. **Members hired prior to June 28, 2004:** Members who are certified paramedics may, after serving as a paramedic for ten years, voluntarily drop their certification as a paramedic, but not before. The member voluntarily dropping his certification must give at least one year's written notice of his intent to the City.
2. **Members hired after June 28, 2004:** Members who are or become certified paramedics may not drop their paramedic certification unless with a recommendation from a City doctor and/or the written authorization from the Fire Chief and City Manager. Dropping a certification must be for demonstrated extenuating circumstances.

Section 19.4 Voluntary termination of employment.

Members who voluntarily terminate their employment with the City within 2 years of becoming certified as a Paramedic through funds by the City or grants received by the City shall be responsible for the reimbursement procedures under the Tuition Reimbursement article.

ARTICLE 20 - LONGEVITY COMPENSATION

Section 20.1 Compensation.

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

- | | |
|---|--------------|
| 1. After five (5) years of continuous service | \$600/year |
| 2. After ten (10) years of continuous service | \$800/year |
| 3. After fifteen (15) years of continuous service | \$1,000/year |
| 4. After twenty (20) years of continuous service | \$1,200/year |
| 5. After twenty-five (25) years of continuous service | \$1,400/year |

Section 20.2 Payment.

The Longevity Compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods of June and December of each year. Payment shall be based upon continuous years of service in the Delaware City Fire Department as of the first day of the first pay period in June.

Section 20.3 Termination of Employment.

Upon termination of service for any reason, members who are eligible for Longevity Compensation under this Section (or in the event of death, surviving spouse or estate) will be paid as part of their terminal pay, the final partial year of Longevity Compensation, prorated to the number of months completed during said partial year since the member's last payment date.

Section 20.4 Treatment of Military Leave.

For the purpose of this Section, continuous years of service shall include approved military leave.

ARTICLE 21 - TUITION REIMBURSEMENT

Section 21.1

All full-time employees with one or more years of continuous active service shall be eligible for consideration of instructional fee reimbursement of undergraduate or graduate courses towards a degree or certification, pre-approved by the City and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

1. All courses shall be taken during other than normal working hours. All scheduled hours for courses of instruction must be filed with the Fire Chief or his designee. All courses are subject to approval of the Fire Chief. There must be a correlation between both the member's current duties and responsibilities, and/or any positions within the Fire Department that could become available, and the courses taken or the degree program desired. Any situation, which, in the discretion of the Fire Chief, would require a member's presence on the job, shall take complete and final precedence over any time scheduled for courses.
2. Any financial assistance received by a member from any governmental or private agency, regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City. A member shall make reasonable effort to secure any other financial assistance.
3. Employees will be eligible for tuition reimbursement for properly approved and completed coursework up to \$3,500 for calendar year (January 1 to December 31). Courses may be taken at any accredited college, university, community college, or other institution of higher learning. The employee will be responsible for any tuition in excess of the above-mentioned amounts. An application for tuition reimbursement must be completed by the member prior to enrolling in the class work for which reimbursement is requested.
4. Reimbursement for tuition will be made when the member satisfactorily, completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work) a course and presents an official certificate or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.
5. Reimbursement will not be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph D.
6. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability) or is discharged for just cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior

to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

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ARTICLE 22 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 22.1 Initial Issue.

Upon appointment, each recruit shall receive an initial uniform and equipment. All such purchases will be made by the Delaware Fire Department. Newly hired probationary employees are required to return all issued equipment and supplies if a separation occurs during their probationary period. Equipment that is not recovered by the Fire Department will be deducted from any remaining paychecks.

Section 22.2 Clothing.

1. All Bargaining unit members shall receive shirts, pants, shoes, ties, jackets, and other articles of clothing as needed at the discretion of the Fire Chief. All such uniform purchases shall be made by the Delaware Fire Department. Clothing shall be submitted for purchase in a timely manner.
2. None of the items listed in this article, may be worn while off duty. Uniforms must be worn during and only during assigned work hours.

Section 22.3 Turnout Gear.

1. The Delaware Fire Department will purchase and provide turnout gear to all uniformed ranks. The City will endeavor to see that the type and quality of those items to be purchased should be satisfactory to the Union Safety Committee (to be N.F.P.A. and/or O.S.H.A. approved), but the ultimate discretion and responsibility rests with the Fire Chief.
2. The City will provide safety apparel as needed at the discretion of the City.
3. Upon termination, all safety equipment and turn out gear provided to the employee pursuant to this section must be returned to the City.

Section 22.4 Damaged Property or Equipment.

1. The City will replace or repair any lost or damaged department property or equipment, including the member's uniforms, provided the loss or damage is not the result of the member's intentional abuse or negligence.
2. When any item reaches the end of its useful life, or is damaged, it will be replaced when turned in to the fire chief or his designee, who shall have the sole discretion in determining if replacement is necessary.

ARTICLE 23 - INSURANCE

Section 23.1 Hospitalization, Surgical and Major Medical.

1. The City will provide comprehensive hospitalization, surgical and major medical coverage for all full-time members and their dependents. Beginning October 1, 2004, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible Single	None	\$500
Family	None	\$1,000
Office Visit Co-pay	\$10	N/A
ER Visit	\$50 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible.	N/A
Co-insurance Single	90/10% of first \$1,000 80/20% of next \$3,000	50/50% of first \$5,000
Family	90/10% of first \$2,000 80/20% of next \$5,000	50/50% of first \$10,000

2. The parties acknowledge that all of the "wellness benefits" added to the plan effective January 1, 1992 are subject to all of the generally applicable plan limits, such as deductibles and co-payments. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable federal tax regulations.
3. Effective the first full pay period following execution of this Agreement, employees will contribute to the cost of the health benefit plan in an amount equal to 11% of the established monthly COBRA rate utilized by the City, and if the percentage premium contributions for the City's Police Patrol Officers and Police Supervisors bargaining units are increased to 15% of the established monthly COBRA rate utilized by the City, then the first month following the effective date of that increase, the percentage premium contributions for employees under this Agreement unit will be commensurately increased (to 15%). Annually, in April, the monthly COBRA rate to be utilized by the City will be established. Subsequent

annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first pay date in April of each year.

4. Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year (26). An example would be $\$68.33/\text{mo.} \times 12 = \819.96 , $\$819.96/26$ pay periods = $\$31.53$ 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.
5. The City will permit employees who have alternate health options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the cost of the plan minus the opt out payment. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in circumstances which the member determines justifies such decision. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, significant cost increase 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.
6. 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.
7. 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.
8. 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 OP&F contributions but will be subject to all applicable taxes.

Section 23.2 Prescription Card.

1. The City will provide a prescription card plan for members and their dependents. The prescription benefits will be the following, with the City

paying the higher amount and the employee paying the lesser amount of prescription coinsurance:

Drug	Retail Benefits	Mail Order Benefits
Generic Drugs	80/20%	90/10%
Name Brand Drugs	50/50% with \$25 copay for each disbursement	75/25% for name brand drugs with no co-pay

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

Section 23.3 Dental Care.

The City will maintain dental coverage for full time members.

Section 23.4 Life Insurance.

The City will maintain life insurance for full time members at a face value of \$100,000.

Section 23.5 Certificate of Coverage.

The City shall provide a certificate of coverage for each member. Such certificate shall be for the members' family situation.

Section 23.6 Insurance Review Committee.

1. The City and the IAFF agree to participate in a city-wide employee-management insurance review committee for the purpose of mutually monitoring the status of the health plan. This review committee shall meet at least annually.
2. The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan.
3. The Employer agrees to provide bargaining unit members health plan coverage. Such coverage may be provided through a self-funded plan or an outside insurance carrier/provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverage and utilization. The Employer shall meet and confer with the Union regarding health care providers and levels of coverage but the employer shall make the final determination if a consensus is not reached.

Section 23.7 Liability Insurance Coverage.

The City shall provide, if available, the following insurance coverages: ambulance driver's malpractice and fire fighters errors and omissions. A certificate of coverage shall be provided to the bargaining unit. If at any time during this contract the cost of this coverage exceeds \$10,000 per year, the parties agree to re-open negotiations, upon either parties' request, for the purpose of discussing these coverages.

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ARTICLE 24 - HOLIDAYS

Section 24.1 Holidays.

The following are designated as paid holidays for members:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Little Brown Jug Day (one-half day)
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas (one-half day)
Christmas Day

Section 24.2 Holiday Time Off.

For each holiday observed on a member's workday, said member shall work that holiday unless the member requests and is granted the day off by the Duty Officer, or in his absence, the Fire Chief through the use of vacation or holiday leave.

Section 24.3 Holiday Payment.

1. For each of the holidays specified in Section 1 of this Article on which a member works, he shall be entitled to holiday compensation equal to double the member's regular rate of pay, except that members shall be entitled to holiday compensation at two and one-half times the members' regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. Members who do not work on a designated holiday, either because they are not scheduled to work that day or because they request and are granted vacation or holiday leave, will receive holiday compensation of eight (8) hours pay for forty (40) hour employees, eight and four tenths (8.4) hours for forty-two (42) hour employees, and ten (10) hours pay for fifty (50) hour employees, at the member's regular hourly rate.
3. A member on unpaid leave of absence during a holiday will not be entitled to receive holiday pay.
4. Holiday compensation will be a combination of cash payment and compensatory time off in accordance with the City's current practice on holiday compensation.

Section 24.4 Celebration Day for Holidays.

For the purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday, except that for shift

personnel who work the night before a holiday, the tour of duty beginning the night before a holiday shall be considered the holiday tour of duty.

Section 24.5 Personal Days.

Members shall be given four (4) personal days a year. Forty hour employees will receive eight (8) hours for each personal day, forty-two hour employees will receive eight and four tenths (8.4) hours for each personal day, and fifty (50) hour employees will receive ten (10) hours for each personal day, at the members regular hourly rate.

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ARTICLE 25 - VACATION

Section 25.1 Accrual.

1. **Vacation Year** - The vacation year for members, for purposes of accrual of vacation time, shall end at the close of business on the last day of the last full pay period in the month of December.
2. **Conditions for Accrual of Vacation Leave for Forty (40) Hour Employees**. Each employee working an average forty (40) hour workweek shall accrue vacation leave by pay period based upon years of service as established in Paragraph C of this Section. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of service is completed.
3. **Accrual Schedule for Forty (40) Hour Employees** - The following vacation accrual schedule shall be established for forty (40) hour uniformed employees of the Delaware Fire Department:

<u>Length of Service</u>	<u>Vacation Hours Per Pay Period</u>
Less than 5 years	3.1 hours
5 years but less than 10 years	4.6 hours
10 years but less than 15 years	6.2 hours
15 or more years	7.7 hours

4. **Maximum Accrual of Vacation for Forty (40) Hour Employees** - Any vacation balance in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation accrual year, as established in Paragraph A of this Section, for those employees governed by this Section. The maximum number of vacation hours that may be accrued based on years of service are as follows:

<u>Length of Service</u>	<u>Maximum Accrual of Vacation Hours</u>
Less than 5 years	320 hours
5 years but less than 10 years	480 hours
10 years but less than 15 years	640 hours
15 or more years	800 hours

5. **Conditions for Accrual of Vacation Leave for Forty (42) Hour Employees** - Each employee working an average forty (42) hour workweek shall accrue vacation leave by pay period based upon years of service as established in Paragraph F of this Section. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of service is completed.
6. **Accrual Schedule for Forty (42) Hour Employees** - The following vacation accrual schedule shall be established for forty (42) hour uniformed employees of the Delaware Fire Department:3

<u>Length of Service</u>	<u>Vacation Hours Per Pay Period</u>
Less than 5 years	3.23 hours
5 years but less than 10 years	4.85 hours
10 years but less than 15 years	6.46 hours
15 or more years	8.08 hours

7. **Maximum Accrual of Vacation for Forty (42) Hour Employees** - Any vacation balance in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation accrual year, as established in Paragraph A of this Section, for those employees governed by this Section. The maximum number of vacation hours that may be accrued based on years of service are as follows:

<u>Length of Service</u>	<u>Maximum Accrual of Vacation Hours</u>
Less than 5 years	336 hours
5 years but less than 10 years	504 hours
10 years but less than 15 years	672 hours
15 or more years	840 hours

8. **Conditions for Accrual of Vacation Leave for Fifty (50) Hour Employees** - Each employee working under the three platoon system shall accrue vacation leave by pay period based on years of service as established in the schedule in Paragraph I of this Section. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of service is completed.

9. **Accrual Schedule for Fifty (50) Hour Employees** - The following vacation accrual schedule shall be established for employees working a fifty (50) hour week:

<u>Length of Service</u>	<u>Vacation Hours Per Pay Period</u>
Less than 5 years	4.1 hours
5 years but less than 10 years	5.8 hours
10 years but less than 15 years	8.3 hours
15 or more years	9.9 hours

10. **Maximum Accrual of Vacation for Fifty (50) Hour Employees** - Any vacation balance for fifty (50) hour employees in excess of the maximum number of hours established in this Paragraph shall become void as of the last day of the vacation accrual year, as established in Paragraph A of this Section, for all employees governed by this Section. The maximum number of vacation hours that may be accrued, based on years of service, as of the vacation accrual year are as follows:

<u>Length of Service</u>	<u>Maximum Accrual of Vacation Hours</u>
Less than 5 years	428.5 hours
5 years but less than 10 years	603.5 hours
10 years but less than 15 years	857.0 hours

15 or more years

1032.0 hours

11. No vacation credit shall be earned by any employee working on an average forty (40) hour workweek for any pay period in which such employee is off duty and is not in paid status for more than eight (8) hours of regularly scheduled work; and no vacation credit shall be earned by an employee working an average forty-two (42) hour workweek for any pay period in which such employee is off duty and not in paid status for more than twelve (12) hours of regularly scheduled work, and no vacation credit shall be earned by an employee working an average fifty (50) hour workweek for any pay period in which such employee is off duty and not in paid status for more than twenty-four (24) hours of regularly scheduled work, except that when an employee is required to report for work and does so report, and is denied work because of circumstances beyond his control, absence from work for the balance of the day shall not be construed as unpaid work status.
12. An employee who is about to be separated from City service through discharge, resignation, retirement, or layoff, who has unused vacation leave to his credit, shall be paid in a lump sum for such unused leave in lieu of granting such employee a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate at the time of separation. Such payment shall not exceed four (4) years accumulation of vacation leave based on the years of service, unless unusual circumstances exist.
13. When an employee dies while in paid status in the City service, any unused leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.

Section 25.2

Vacation leave for fifty (50) hour employees may be taken in twelve (12) hours increments at the request of the employee with the approval of the duty officer. Vacation leave for forty-two (42) hour employees may be taken in six (6) hour increments at the request of the employee with the approval of the duty officer. Vacation leave for forty (40) hour employees may be taken in four (4) hour increments at the request of the employee with the approval of the duty officer. Disapproval of requested time off will be accompanied by a written explanation to both the member and the Fire Chief, stating the reason for denial.

Section 25.3 Scheduling.

For the purpose of scheduling, the vacation year will begin on **JANUARY 1** and end on **DECEMBER 31**. Requests for vacation must be received by the duty Captain on or before **DECEMBER 15**. Requests will be filled on a basis of seniority within the shift. Each member may choose from one (1) to ten (10) working days in sequence. After each member of the shift has taken his first choice, the process shall be repeated a second time.

Section 25.4

After the pre-scheduled vacation schedule has been completed (Sections 2 and 3 above), vacation requests may be granted for any remaining available days. Pre-scheduled vacation requests shall be granted in accordance with Article 39, Section 5. Non-pre-scheduled vacation requests shall be granted in accordance with Article 39, Sections 2, 3, and 5.

Section 25.5

Any member ordered to work while on approved vacation leave shall be paid at one and one-half times the forty hour rate for all hours worked unless the Chief of Fire declares an emergency exists in the City, and all leaves are canceled.

Section 25.6

A member may elect to trade up to three (3) weeks of vacation leave for equivalent pay during any calendar year. The member must inform the Fire Chief prior to Sept. 1 of the year preceding the calendar year in which he intends to make the trade and the vacation leave will be paid between January 1 and December 31 of the following year at the employee's request. The employee must maintain at least forty (40) hours (for forty-hour employees), forty-two (42) hours (for forty-two hour employees) or fifty (50) hours (for fifty hour employees) of vacation credit in the employees account after said trade takes place.

ARTICLE 26 - SICK LEAVE

Section 26.1 Accrual.

1. Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed by-weekly pay period for all forty hour employees, (4.85) hours for each completed by-weekly pay period for all forty-two hour employees, and six (6.0) hours for each completed bi-weekly pay period for fifty hour employees. An employee may use sick leave, upon approval of his department or division head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and due to illness or injury of the employee's spouse, children, or step-children, parent, step-parent, or any other living legal guardian dependent.
2. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.
3. Each employee will be required to sign a verification statement that his absence was the result of one of the causes specified above. For any sick leave absence of three (3) or more consecutive work days due to an employee's illness, an employee will be required to provide a physician's certificate. Such certificate shall include the nature of the illness or injury, the inability to perform his 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 sick leave use form when requested may result in the denial of sick leave pay.
4. The City retains the right to insist that an employee, before returning to work from a personal sickness leave, be examined by a physician designated by the City at the City's expense to verify the employee can safely return to work. Alternatively, the employee required to see a physician may see a physician of his own choosing, at the City's expense, if the physician is certified and licensed.
5. Falsification of a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 26.2 Transfer.

Any person who has been previously employed by any public agency within the state and accumulated unused sick leave under the provisions of O.R.C. Chapter 124 shall, if his employment by the City in any of its various departments takes place within six (6) months of the termination of his service in any of the other public service agencies within the state, have his accumulated unused sick leave time credited to his sick leave account with the City. Any sick leave time transferred shall have been accumulated at the rate of one and one-fourth (1 1/4) days per month of employment with the public agency and a total of not more than ninety (90) days may be transferred.

Section 26.3 Conversion

1. **Conversion For 40 Hour Members** - Any City employee who is working an average forty (40) hour workweek who has accumulated at least eight hundred (800) hours of sick leave credit may convert any excess thereof up to a maximum of one hundred and twenty (120) hours of sick leave to vacation leave on the basis of two (2) hours sick leave for one (1) hour of vacation leave.
2. **Conversion For 42 Hour Members** - Any City employee who is working an average forty-two (42) hour workweek who has accumulated at least eight hundred forty (840) hours of sick leave credit may convert any excess thereof up to a maximum of one hundred and twenty (126) hours of sick leave to vacation leave on the basis of two (2) hours sick leave for one (1) hour of vacation leave.
3. **Conversion for 50 Hour Members** - Any City employee who is working an average fifty (50) hour workweek who has accumulated at least one thousand (1,000) hours of sick leave credit may convert any excess thereof up to a maximum of one hundred and fifty (150) hours of sick leave to vacation on the basis of two (2) sick leave hours for one (1) hour of vacation time.

Section 26.4 Usage.

Sick leave may be taken in one (1) hour increments.

Section 26.5 Wellness Payment

1. If a member working an average forty (40) hour work week used 0 hours of sick leave in any one calendar year, that member shall be credited with an additional twenty-four (24) hours of vacation leave the following year. If a member uses between one (1) and eight (8) hours of sick leave in any one calendar year that member shall be credited with an additional sixteen (16) hour of vacation leave the following year. If a member uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with eight (8) hours of vacation leave the following year.
2. If a member working an average forty (42) hour work week used 0 hours of sick leave in any one calendar year, that member shall be credited with an additional twenty-four (25.2) hours of vacation leave the following year. If a member uses between one (1) and eight (8.4) hours of sick leave in any one calendar year that member shall be credited with an additional sixteen (16.8) hours of vacation leave the following year. If a member uses between nine (9) and sixteen (16.8) hours of sick leave in any one calendar year that member shall be credited with eight (8.4) hours of vacation leave the following year.
3. If a member working an average fifty (50) hour work week used no hours of sick leave in any one calendar year, that member shall be credited with an additional forty-eight (48) hours of vacation leave the following year. If a member uses between one (1) and twenty-four (24) hours of sick leave

in any one calendar year that member shall be credited with an additional thirty-two (32) hours of vacation leave the following year. If a member uses between twenty-five (25) and forty-eight (48) hours of sick leave in any one calendar year that member shall be credited with an additional sixteen (16) hours of vacation leave the following year.

4. At the employee's option any additional vacation days earned can be taken in the form of vacation leave or compensation in cash.

Section 26.6 Payment Upon Separation.

1. Any member separated from City service for other than just cause who is working an average forty (40) hour work week at the time of separation shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 650 hours. In excess of 650 hours, a member, separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.
2. Any member separated from City service for other than just cause who is working an average forty (42) hour work week at the time of separation shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 682.5 hours. In excess of 682.5 hours, a member, separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.
3. Any member separated from City service for other than just cause who is working an average fifty (50) hour work week at the time of separation shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 812.5 hours. In excess of 812.5 hours, a member, separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.
4. Upon separation, for other than just cause, of any who has completed a minimum of fifteen (15) years of service with the City, all unused sick leave credit will be converted to terminal leave pay on the basis of two (2) sick leave days to one (1) days pay, to a maximum of sixteen (16) weeks pay.

Section 26.7 For employees hired after April 1, 2015

Each member hired by the City after April 1, 2015 may transfer accrued sick leave hours from previous employment with any public agency but such sick leave hours will not be eligible for conversion or payment upon separation pursuant to Section 6. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed at the City of Delaware. Members will only be eligible to utilize hours transferred in from prior employment when they have no balance of

sick leave available from sick leave accrued while employed by the City of Delaware. Sick leave hours accumulated while employed by the City of Delaware are eligible for conversion or payment upon separation as set forth in Section 6.

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ARTICLE 27 - INJURY LEAVE

Section 27.1 Injury Leave.

All regular full-time City employees shall be entitled to injury leave with pay, less any Workers' Compensation weekly salary benefits which he may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed one hundred and twenty (120) consecutive working days for employees working a forty (40) hour workweek, not to exceed eighty-four (84) consecutive working days for employees working a forty-two (42) hour workweek, or not to exceed sixty (60) consecutive working days (including Kelly Days) for employees working a fifty (50) hour workweek, for each fully certified injury incurred in the performance of employment duties with the City, provided the following procedures are followed:

1. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an "Injury Leave Report" form and, in conjunction with his respective department head, shall report such injury to the Assistant City Manager immediately and ensure that a claim is filed with the Ohio Industrial Commission.
2. In the event that time off work is required by the injured employee, they will be granted injury leave from the first day of injury if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an agreement covering compensation reimbursement, any necessary O.I.C. forms and other documents as may be required by the City. In the event that the Ohio Industrial Commission determines that the injury is not employment related, any time the employee is, or has been, absent from work shall be deducted from the accrued sick leave, accrued vacation or accrued compensatory time off other than compensatory time off for overtime worked.
3. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.
4. For each injury, the City reserves the right to have an employee examined one time, at the City's expense, by a physician of the City's choice. The results of any such examination may be used to grant or deny benefits under this Article.
5. In the event the Ohio Industrial Commission certifies a claim for an injury, which the City did not certify, the City will retroactively grant the employee all leave benefits if the member informed the chief that leave is potentially for a work related injury or disease due under this Article. In such cases, the total amount of any sick leave, vacation or accrued compensatory time used in lieu of this leave will be credited to the employee.

ARTICLE 28 - SPECIAL LEAVES

Section 28.1 Special Leave.

In additional to other leaves authorized herein, the City Manager or his designee may authorize special leave of absence, with or without pay, for purposes beneficial to the member and the City.

Section 28.2 Jury Duty Leave.

A member, while serving during the member's scheduled work hours on a jury in any court of record in Delaware County, or any adjoining county, will be paid his regular salary for all scheduled work hours during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware. As soon as jury duty is completed, the member shall return to duty for the remainder of the shift.

Section 28.3 Examination Leave.

Time off with pay shall be allowed members to participate in Civil Service tests, or to take a required examination, pertinent to their City employment, before a State or Federal Licensing Board with the approval of the Fire Chief.

Section 28.4 Court Leave.

Time off with pay shall be allowed members who are subpoenaed to attend any court of record in Delaware County, Delaware, Ohio, or any adjoining county, for testimony in connection with the member's performance of job duties as defined by the City. All witness fees shall be assigned to the City of Delaware.

Section 28.5 Funeral Leave.

Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

Leave for Death of:	Days/Hours of Leave Local Funeral*	Days/Hours of Leave Other Funeral*
Immediate Family Member	1 - 3 Days	1 - 5 Days
Other Relative	May use up to 1 scheduled work day of accrued leave	May use between 1-3 scheduled work days of accrued leave.

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Fire Chief.

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

2. For the purposes of the article, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.
3. For the purposes of the section, "Other Relative" means aunt, uncle, cousin or any other current family member.
4. All requests submitted shall be approved or denied in a timely manner.

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ARTICLE 29 - TRADES

Section 29.1 Trades.

The Fire Division will encourage a positive attitude toward approving trades. It shall be the policy of the Fire Division to allow trades, except where exceptional circumstances exist that would justify disapproval of a trade. Exceptional circumstances include, but are not limited to, a trade which would result in less than two (2) paramedics on the shift, failure to appear for a traded shift more than once in any calendar year or otherwise result in insufficient manpower within a given classification.

Section 29.2 Procedure.

All requests for trades shall be submitted in writing and any disapproval of a trade will be accompanied by a written explanation to the member and to the Chief of the Division of Fire stating the reason for denial.

Section 28.3 Officers.

Captains and Lieutenants are permitted to trade shifts only with other Captains or Lieutenants, or firefighters who meet the minimum years of service for the position and hold a paramedic certification. Trades must be cost neutral (i.e., they may not directly or indirectly cause acting pay).

Section 29.4 Liability.

The City will not be held responsible or liable for unpaid trades of members as supported by 29 U.S.C. 207 (p) (3) and wage and hour regulations 29 C.F.R. 533.31.

Section 29.5 Safety.

No member shall work more than one (1) Twenty-four (24) hour traded shift in a six (6) calendar day period. For exceptional circumstances the Fire Chief or his designee may waive this limitation.

Section 29.6 Repayment.

All trades must be repaid within one year from the original trade and must be repaid in time not cash.

ARTICLE 30 - MILITARY LEAVE

Section 30.1 Military Leave.

1. **Paid Leave** - All eligible members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to military leave which shall be administered in accordance with federal, state and local laws.
2. **Military Leave Without Pay** - A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America, or any branch thereof. Such leave of absence shall be governed by the following principles:
 1. No eligible member shall lose his rank, grade, or seniority enjoyed at the time of his enlistment, induction, or call into the active service (other than for military training leave) of the Armed Forces of the United States of America, or any branch thereof, except that a provisional member, at the time of entering active military service, shall not be entitled to restoration to his position if an eligibility list from which appointments to such positions may be made has been established prior to his application for restoration to such position.
 2. Any member who has entered the service, as stated above, upon his Honorable Discharge, or a Discharge with Honorable Conditions, from the service and establishment of the fact that his physical and mental condition has not been impaired to the extent of rendering him incapable to perform the duties of the position, shall be returned to the position he held immediately prior to his enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to his position within ninety (90) days of receiving an Honorable Discharge, or a Discharge with Honorable Conditions, from the Armed Forces or his position will be declared vacant. Nothing contained in this Section shall obligate the City to pay a member who is on military leave of absence.
 3. Any member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise his restoration rights within the prescribed time.
 4. The term "Armed Forces of the United States", as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
 5. Any member transferred or advanced to a position by reason of vacancy caused by a member serving in the Armed Forces shall be returned to the position he held before said transfer or

advancement, or to a position of equal rank or grade upon the return of the member from the service.

6. A member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a member into military service shall be placed on an eligibility list in the order of his original position, upon the return of that member from service.
7. In any case where two (2) or more members (who are entitled to be restored to a position) left the same position in order to enter the Armed Forces, the member with the greatest seniority in that classification shall have the prior restoration right without prejudice to the re-employment rights of the other member or members to be restored.
8. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

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ARTICLE 31 - MINIMUM MANNING

Section 31.1

In order to provide adequate and proper protection within the City, and to the uniformed employees of Local 606, a minimum of seven (7) uniformed employees per shift will be maintained in total and assigned between the main fire station and any substation, to include a minimum of two (2) paramedics. The City retains the right to assign such uniformed employees to any of the City's fire stations based on the manpower needs at the time.

1. In the event of an emergency, the manpower will be brought back up to five (5) men on station through the call-in of paid full-time off-duty men.
2. Exception will be on all fire alarms whereby only two (2) off-duty men will be called in until the officer in charge evaluates the situation.
3. Call-in employees will be released as manpower/vehicle status becomes available and men will not be held over if their services are no longer required.
4. The Chief and all uniformed forty (40) hour personnel do not have to be physically present at the Fire House to count toward the minimum manning requirement as long as they are on duty and in a position to respond to the alarm.

ARTICLE 32 - COMPENSATORY TIME

Section 32.1

Accumulation and use of compensatory time shall be governed by Article 18, Hours of Work and Overtime, and Article 39, Earned Time.

DRAFT

ARTICLE 33 - DUTY LIVING CONDITIONS

Section 33.1 Maintenance.

The City agrees to supply the tools and cleaning materials, in reasonable quantities, required for the day-to-day maintenance and upkeep of the Fire Department and the living quarters within the Fire Department.

Section 33.2 Furnishings.

The City agrees to furnish and maintain a stove, dishwasher, three (3) refrigerators, table and chairs, and day room furniture, curtains and carpet for the Fire Department.

Section 33.3 Bedding.

The City agrees to furnish beds, mattresses, bedding and linens in reasonable quantities for each member of the Bargaining unit. The City will replace one set of bed linens every three (3) years. The City agrees to purchase and maintain at least one (1) washer and one (1) dryer at the Fire Department for use by the members of the Bargaining Unit.

Section 33.4 Audio-Visual.

1. The City agrees to furnish a television and DVD for the purpose of training at each station in the following amounts:
 1. \$400.00 / television
 2. \$200.00 / DVD Player
2. Any purchases above these amounts will be funded by the Union. It shall be the responsibility of the Union to pay for needed repairs.

ARTICLE 34 - CONTRACTING OUT

Section 34.1 Contracting Out.

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

Section 34.2 Services Outside City Boundaries.

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

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ARTICLE 35 - LAYOFF

Section 35.1 Layoffs.

Should layoffs become necessary, employees shall be laid off in accordance with provisions set forth in the Ohio Revised Code.

Section 35.2 Recall.

For a period of one (1) year following layoff, the employee shall be entitled to recall to a vacancy within the rank from which laid off, or to any vacancy within a lower rank, provided the employee has maintained his EMT certification, before the City may in any other manner fill a vacancy herein. Such recall period may be longer as permitted by the Civil Service Commission.

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ARTICLE 36 - RESIDENCY

Section 36.1

As a condition of continued employment, members must comply with State law regarding residency (live in Delaware County or an adjacent county) in the event that State law is repealed, members, as a condition of continued employment, must reside within 20 miles of City limits of Delaware, provided that a member that lives outside the 20 mile limit on the date of the repeal need not relocate within the 20 mile limit until he or she changes where he or she resides.

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ARTICLE 37 - BADGES

Upon retirement, the employee may retain one badge. If the employee chooses to retain more than one badge they may purchase said badges at the City's cost.

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ARTICLE 38 - LEAVES OF ABSENCE

Section 38.1 Disability Leave.

Upon exhaustion of any paid sick and/or injury leave benefits, the employee shall be entitled to a leave of absence for the period of his disability not to exceed one (1) year. Such leave may be extended upon the approval of the City Manager.

Section 38.2 Return From Leave.

It is the employee's responsibility to provide the City with written verification of his anticipated return to work. Upon receipt of this verification, the City will send written notice to the employee confirming the expiration date of the leave. Upon return from a leave of absence, the employee shall be returned to the rank and assignment held prior to the leave. An employee who fails to return from a leave of absence upon its expiration will be considered to have voluntarily resigned.

Section 38.3 Benefits.

All leaves of absence under this Article shall be without pay. However, all insurance benefits will be maintained for the first sixty (60) calendar days of a leave.

ARTICLE 39 - EARNED TIME

Section 39.1 Accrual.

As defined in Article 3, "Earned Time" is Holiday Time, Compensatory Time, and Personal Days. The maximum accrual of earned time is 917 hours per employee. If an employee accumulates in excess of 917 hours of earned time, the excess amount shall be paid off in cash at the time it is earned at the employee's regular hourly rate in effect at the time of pay off.

Section 39.2

1. An employee desiring to take time off should give written notice at least three (3) working days prior to the time of the proposed leave, if possible. If written notice is given at least three (3) working days prior to the time of the proposed leave, seniority shall govern who is eligible to take time off. If notice is given less than three (3) working days prior to the time of the proposed leave, the first employee to give written notice will be the first employee to take time off, and so on.
2. Requests for time off submitted more than three (3) working days prior to the time of proposed leave shall be approved or denied three (3) working days prior to the proposed leave, based on the known manpower situation at that time. Requests for time off submitted less than three (3) working days prior to the proposed leave shall be approved or denied by the end of the shift in which it was received, based on the known manpower situation at that time. A member's request for time off shall be guaranteed if eligible under section 5 of this article. Once a request for time off is approved it cannot be revoked, unless the Fire Chief declares an emergency and all leaves are canceled. Requests may be denied if it is known that three (3) members will be off on Kelly day (Article 18), pre-scheduled vacation (Article 25), sick leave (Article 26), and/or earned time (Article 39) and/or non-pre-scheduled vacation.

Section 39.3 Increments.

Each 50-hour employee may take 50 hours of time off per contract year in one (1) hour increments. Additional use of time off must be in at least twelve (12) hour increments. Each 42 hour employee may take 50 hours of time off per contract year in one (1) hour increments. Additional use of time off must be in at least six (6) hour increments. Each 40 hour employee may take 50 hours of time off per contract year in one (1) hour increments. Additional use of time off must be in at least four (4) hour increments.

Section 39.4 Selling Earned Time.

Each employee has the option of selling up to 312 hours of earned time back to the City each year. This time will be paid off at the employee's regular hourly rate in effect at the time the purchase is made. Such purchase must be requested by September 1 of the preceding year and paid between January 1 and December 31 of the following year at the employee's request.

Section 39.5 Time Off.

1. **50 hour shift:** Three (3) bargaining unit members on the 50-hour shift may request leave and it shall be granted. When more than 18 members are scheduled on a 50-hour shift, an additional member may request leave and it shall be granted. These requests may be in the form of a Kelly Day (Article 18), pre-scheduled vacation (Article 25), and/or earned time (Article 39) and/or non-pre-scheduled vacation, listed in the order of priority. An additional member will be granted requested leave provided the city is able to schedule an additional part-time firefighter to cover the shift. This additional leave request may not be cancelled without approval by the fire chief. Additional requests may be approved by the fire chief or his designee. These members do not need to show up or be available to work at the beginning of their scheduled shift. No more than two (2) members may use leave in the form of a Kelly Day at the same time, unless approval is granted by the Fire Chief or his designee.
2. **42 hour shift:** When up to six members are staffed on the 42-hour shift, one (1) member may request leave and it shall be granted. When more than six members are staffed on a 42-hour shift, two (2) members may request leave and it shall be granted.
3. **40 hour shift:** Up to half of the members assigned to a division staffed with more than one (1) member assigned to a 40-hour shift may request leave and it shall be granted as long as the request is submitted prior to the day off requested (rounding down such that if the unit is staffed by three members, two can take off). Requests submitted on the 40-hour shift on the day off requested shall be granted unless the member is needed to backfill an operational position that would otherwise need to be filled by use of overtime.
4. For all of the above time off requests, additional leave requests may be approved by the fire chief or his designee.

Section 39.6 Payment Upon Separation.

Upon separation, an employee shall be paid for all accumulated earned time at his regular hourly rate at the time of separation.

ARTICLE 40 - PERSONNEL DOCUMENTATION

Section 40.1 Review of Personnel Files.

1. Any member shall be allowed, upon request, to review his personnel file between 8:00 a.m. and 5:00 p.m., Monday through Friday. Such request, to view the personnel files, shall be made to the Fire Chief directly and review shall be made in the presence of the Chief or his designated representative. Any member may request documents to be copied from his file. The Administration may levy a charge for such copying, which charge shall bear a reasonable relationship to actual cost. The Administration shall make documentation of the copied documents which shall be placed in the personnel file. The official personnel file of all members is kept at the Human Resources Department.
2. All members shall be notified when a third party requests a public records request into their official personnel file.
3. The IAFF and the members recognize that the City may be required to disclose information from a member's personnel file pursuant to State or Federal laws and that any disclosure made pursuant to such laws does not constitute a violation of this contract. All parties are subject to state records retention and disclosure provisions as set forth in Chapter 149 of the Ohio Revised Code and local records retention schedules.

Section 40.2 Performance Evaluations.

A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto, only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation and no evaluation comments may be recorded on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he signs it.

Section 40.3 Inaccurate Documents.

Should any member have reason to believe that there are inaccuracies in documents contained in his file, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contention, he shall attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum content.

ARTICLE 41 - PROMOTIONS

Section 41.1

The City shall use the rules, regulations, and processes of the civil service commission for promotions. **ALL CHANGES TO THE PROMOTIONAL PROCESS WILL BE PRESENTED TO THE LOCAL PRIOR TO ADOPTION BY THE CIVIL SERVICE COMMISSION AND PRIOR TO THE EXPIRATION OF THE CURRENT CONTRACT.** However, **UNLESS MUTUALLY AGREED UPON.** The parties agree that any additional promotional requirements adopted by the commission shall not take effect until the next labor contract occurring after the change.

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ARTICLE 42 - VACANCIES AND TRANSFERS

Section 42.1 Seniority

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

Section 42.2 Vacancies Defined

In order to fill vacancies due to promotion, retirement, transfer, or a member otherwise leaving employment, an announcement of the vacancy shall be posted for bid. New positions added to current staffing levels shall be considered as vacancies and subject to bid.

Section 42.3 Posting

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

Section 42.4

1. Vacancies shall be filled based upon Seniority **IN RANK** unless the skill, ability, and work performance of a less senior bidder is greater. Upon request of the Union, the Fire Chief shall substantiate, in writing, why he considers the skill, ability, and work performance of a less senior bidder greater. Captains and probationary employees are not eligible to bid on vacancies.
2. Members taking a vacancy through the posting/bidding process may not re-bid nor seek re-assignment for a one year period from the date of being placed in the vacancy. This does not prevent a member who has taken a bid from seeking and accepting a promotion.
3. **ASSIGNMENTS OR BIDS TO THE RISK REDUCTION DIVISION SHALL NOT BE ELIGIBLE TO BID FOR A POSITION FOR 18 MONTHS AFTER COMPLETION OF STATE FIRE INSPECTION CERTIFICATION.**
4. Vacancies not filled through the bidding process shall be filled by the least senior non-probationary employee assigned to the fifty (50) hour assignment.
5. **THE FIRE CHIEF IS AUTHORIZED TO ASSIGN A PROBATIONARY FIREFIGHTER IN LIEU OF ASSIGNING THE LEAST SENIOR NON-PROBATIONARY EMPLOYEE.**

ARTICLE 43 - DURATION OF AGREEMENT

Section 43.1 Duration.

This Agreement is effective as of **APRIL 1, 2018**, unless otherwise specified in the Agreement. This Agreement shall remain in full force and effect through **MARCH 31, 2021**, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon such written notice, the City agrees to open negotiations at least sixty (60) days prior to the expiration of this Agreement.

Section 43.2 Negotiations.

In the event negotiations are opened sixty (60) days prior to the expiration date of March 31, 2018, or any anniversary thereof, both parties hereby agree to diligently pursue the objective of reaching an agreement prior to the expiration date.

Section 43.3 Signatures.

Signed and dated at Delaware, Ohio, on this _____ day of _____, **2018**.

For the City:

For the Union:

R. Thomas Homan
City Manager

Zachary Schaeffer
President, IAFF
Local 606

John L. Donahue
Fire Chief

Approved As To Form:

Darren S. Shulman
City Attorney

Henry Arnett
Local 606 Attorney

MOU - ANNUAL RESPIRATORY MEDICAL CERTIFICATION

1. The parties agree that annual respiratory medical certification will be governed by the Ohio Administrative Code and the standard operating procedure. Revisions to the SOP will be discussed with the safety committee prior to implementation. The union may grieve any arbitrary or capricious changes to the sop.
2. The city will follow the SOP. Failure to follow the SOP will be grievable.
3. This will expire on March 31, 2021 unless extended by mutual agreement.

Zachary Schaeffer
IAFF President

R. Thomas Homan
City Manager

John L. Donahue
Fire Chief

Approved as to form:

Henry Arnett
Local 606 Attorney

Darren Shulman
City Attorney

MOU - ANNUAL WELLNESS CERTIFICATION

1. THE PARTIES AGREE THAT A VOLUNTARY ANNUAL NON-PUNITIVE WELLNESS PROGRAM WILL BE PROVIDED FOR MEMBERS. MEMBERS WHO MEET THE FOLLOWING CRITERIA WILL RECEIVE PAYMENT DURING THE 1ST PAY PERIOD IN DECEMBER. ALL PAPERWORK SHALL BE SUBMITTED BY NOVEMBER 15 FOR REIMBURSEMENT.
 - a. PROVIDE DOCUMENTATION OF A MEDICAL PHYSICAL MEETING THE MINIMUM CRITERIA AS OUTLINED IN THE DEPARTMENT SOP - \$250.
 - b. SUCCESSFULLY PASS THE DEPARTMENT'S PHYSICAL ABILITY TEST USED AS PART OF THE CIVIL SERVICE TESTING PROCESS- \$250;
2. REVISIONS TO THE SOP WILL BE DISCUSSED WITH THE LABOR MANAGEMENT COMMITTEE PRIOR TO IMPLEMENTATION. THE UNION MAY GRIEVE ANY ARBITRARY OR CAPRICIOUS CHANGES TO THE SOP.
3. THE CITY WILL FOLLOW THE SOP. FAILURE TO FOLLOW THE SOP WILL BE GRIEVABLE.
4. THIS WILL EXPIRE ON MARCH 31, 2021 UNLESS EXTENDED BY MUTUAL AGREEMENT.

Zachary Schaeffer
IAFF President

R. Thomas Homan
City Manager

John L. Donahue
Fire Chief

Approved as to form:

Henry Arnett
Local 606 Attorney

Darren Shulman
City Attorney

MOU - PART-TIME COVERAGE

1. Part time personnel will not be called in to cover full-time members' unscheduled absences.
2. This MOU will not be considered a past-practice against either party and will not be construed as IAFF acceptance of the part time program.
3. Contracted special duty; Special duty paid by an external party will be offered first to full time personnel.
4. This MOU will expire on March 31, 2021 unless renewed by both parties.

Zachary Schaeffer
IAFF President

R. Thomas Homan
City Manager

John L. Donahue
Fire Chief

Approved as to form:

Henry Arnett
Local 606 Attorney

Darren Shulman
City Attorney



FACT SHEET

AGENDA ITEM NO: 19

DATE: 06/25/2018

ORDINANCE NO:

RESOLUTION NO: 18-42

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REVISED COMMUNITY REINVESTMENT AREA AGREEMENT WITH AMERICAN ELECTRIC POWER / OHIO POWER COMPANY FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON A NEW BUILD ON SLACK ROAD AS PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 18-40.

BACKGROUND:

American Electric Power / Ohio Electric Power is a utility company that serves the City of Delaware. AEP outgrew their current service station on London Road and wants to build a new 54,000 sq. ft. service station on property they own on Slack Rd. This CRA will impact the building costs and also keeps the City of Delaware competitive as they have property in Sunbury that they could use for the service station. This project will add 9 full-time employees (FTEs), or \$456,412 in new payroll, in addition to the retention of 24 FTEs with \$1,742,910 in payroll. This agreement was previously authorized in Ordinance Number 18-40.

REASON WHY LEGISLATION IS NEEDED:

The CRA agreement authorized by Council specified a ten-year agreement, rather than the fifteen-year agreement discussed between the parties and specified in the fact sheet originally provided. The revised CRA authorizes a fifteen-year agreement. This does not affect the School Agreements, as those also specified a fifteen-year term.

COMMITTEE RECOMMENDATION:

Tax Incentive Review Council, 2/14/18

VOTE: Approval

FISCAL IMPACT(S):

COST: N/A

FUND SOURCES: N/A

BUDGETED: NO

DEPARTMENTS IMPACTED: Economic Development

POLICY CHANGES:

N/A

PRESENTER(S):

Sean Hughes, Economic Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

Revised CRA Agreement

COMMUNITY REINVESTMENT AREA AGREEMENT
CITY OF DELAWARE and **Ohio Power Company**

This agreement made and entered into by and between the City of Delaware, Ohio, a municipal government, with its main offices located at 1 South Sandusky Street, Delaware, Ohio 43015 and **Ohio Electric Power, 700 Morrison Road, Gahanna, Ohio 43230**, WITNESSETH;

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

WHEREAS, Ohio Power Company desires to build a new 53,000 sq. ft. distribution service center at its currently owned land on Slack Road, Parcel 41924001051000. This PROJECT will take place within the boundaries of the aforementioned Community Reinvestment Area provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

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

WHEREAS, the City of Delaware, having the appropriate authority for the stated type of project desires to provide **Ohio Power Company** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, **Ohio Power Company** has submitted an incentive application (herein attached as Exhibit A and incorporated herein by reference) to the City of Delaware (hereinafter referred to as "APPLICATION"); and

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

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

WHEREAS, the project site as proposed by **Ohio Power Company** is located in the Olentangy Local School District and the Delaware Area Career Center (per the attached resolutions authorizing the superintendents to act on behalf of the board) has been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

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

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

1. **Ohio Power Company** shall construct a new 53,000 sq. ft. building onto the company's land on Slack Road.

The PROJECT will begin June 1, 2018 and all construction will be completed by December 31, 2018. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

2. **Ohio Power Company** shall **create** the equivalent of **9** new **full-time equivalent (FTE)** jobs at the Delaware facility. The job creation period begins **December 31, 2018** and all jobs will be in place by **December 31, 2021** (3 years or 36 months after the completion of the PROJECT per ORC 3735).

This increase in the number of new employees shall result in at least FOUR HUNDRED FIFTY-SIX THOUSAND, FOUR HUNDRED TWELVE DOLLARS (\$456,412) in total new annual payroll (\$456,412 NEW FULL TIME PERMANENT PAYROLL) generated at the PROJECT site.

3. As part of the expansion, **Ohio Power Company** also has committed to retaining their current 24 FTEs. Therefore, as part of this project, Ohio Power Company shall retain the 24 full-time equivalent (FTE) employees (for a

total of 33 FTEs) at **Ohio Power Company's** Delaware facility until the expiration of this CRA agreement, December 31, 2033, with a minimum existing payroll of \$1,742,910 in addition to the newly created \$456,412 payroll from the new FTEs (for a total of \$2,199,322 in payroll). **Ohio Power Company** also plans to commit to adding another 15 FTEs after their 3 year or 36 month window of hiring.

4. Based on new job and payroll creation levels, the City of Delaware estimates an annual new employee income tax revenue amount of \$8,443.62 (\$456,412 payroll times the current income tax rate of 1.85%) for the PROJECT. If in any year after the first three year grace period of this Agreement the level of new payroll does not reach or falls below levels established by this Agreement, **Ohio Power Company** agrees to reimburse the City of Delaware for lost employee income taxes. Should the City's income tax rates change, the reimbursement will be adjusted accordingly.

To the extent that **Ohio Power Company** substantially complies with the terms of this section 4 of this agreement, the company shall incur no income tax reimbursement penalty.

5. **Ohio Power Company** shall provide to the proper-Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 and 5727.08 of the Ohio Revised-Code if requested by the council (ORC3735.671C7).

ADDITIONAL REQUIREMENTS:

a. **Ohio Power Company** shall make the following payments totaling \$933,370.22 to **Olentangy Local Schools** (\$59,704.58) and **Delaware Area Career Center** (\$2,520.10) to benefit the districts' educational initiatives. These payments shall be subject to the terms and conditions of a separate School Compensation Agreement between **Ohio Power Company**, Olentangy Local Schools, Delaware Area Career Center and the City of Delaware. Per this agreement, **Ohio Power Company** will make these payments directly to the school districts upon receipt of invoices from Olentangy Local Schools and Delaware Area Career Center for the amounts established in the School Compensation Agreement at the following times.

<u>School Compensation Payment #</u>	<u>Payment Due Date</u>	<u>Total Amount</u>
Payment #1	9/30/20	\$62,224.68
Payment #2	9/30/21	\$62,224.68

Payment #3	9/30/22	\$62,224.68
Payment #4	9/30/23	\$62,224.68
Payment #5	9/30/24	\$62,224.68
Payment #6	9/30/25	\$62,224.68
Payment #7	9/30/26	\$62,224.68
Payment #8	9/30/27	\$62,224.68
Payment #9	9/30/28	\$62,224.68
Payment#10	9/30/29	\$62,224.68
Payment#11	9/30/30	\$62,224.68
Payment#12	9/30/31	\$62,224.68
Payment#13	9/30/32	\$62,224.68
Payment#14	9/30/33	\$62,224.68
Payment#15	9/30/34	\$62,224.68

If Ohio tax law changes result in no net tax incentive benefits (tax incentives offered through this agreement minus the school compensation payment is negative), Ohio Power Company may request that the City of Delaware Tax Incentive Review Council modify or terminate this agreement.

6. City of Delaware hereby grants **Ohio Power Company** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and shall be for fifteen (15) years in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%
Year 11	100%
Year 12	100%
Year 13	100%
Year 14	100%
Year 15	100%

The exemption commences the first full taxable year the facility is 100% complete. No exemption shall commence before January 1, 2019, nor extend beyond December 31, 2033. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property improvements at the PROJECT site. **Ohio Power Company** must file the appropriate tax forms (DTE 23) with the County Auditor to effect and maintain the exemptions covered in the agreement.

7. **Ohio Power Company** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

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

8. Waiver Requirement (for jobs relocated within Ohio)
If the Director of Development has issued a waiver under Section 5709.633 of the Ohio Revised Code as a condition for the agreement to be executed, the following applies:

Continuation of this agreement is subject to the validity of the circumstances upon which **Ohio Power Company** applied for, and the Director of the Ohio Department of Development issued, the waiver pursuant to Section 5709.633 of the Ohio Revised Code. If, after formal approval of this agreement by the City of Delaware, the Director or the City of Delaware discovers that such a circumstance did not exist, **Ohio Power Company** shall be deemed to have materially failed to comply with this agreement. The formal waiver document shall be incorporated as an exhibit to this agreement and specifies conditions enumerated in Section 5709.633 of the Ohio Revised Code upon which the waiver was issued.

9. **Ohio Power Company** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If **Ohio Power Company** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded

beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter (ORC3735.671C2).

10. City of Delaware shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions (ORC3735.671C4).

11. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the area, or the City of Delaware revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless **Ohio Power Company** materially fails to fulfill their obligations under this agreement and the City of Delaware terminates or modifies the exemptions from taxation granted under this agreement (ORC3735.671C5).

12. If **Ohio Power Company** materially fails to fulfill their obligations under this agreement, or if the City of Delaware determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of Delaware may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

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

14. (a) **Ohio Power Company** affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of

the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

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

15. **Ohio Power Company** and the City of Delaware acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Delaware and approval and execution of this agreement by **Ohio Power Company** as a condition for the agreement to take effect (ORC3735.671C10).

16. The City of Delaware has developed a policy to ensure recipients of a Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, **Ohio Power Company** is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

17. Exemptions from taxation granted under this agreement shall be revoked if it is determined that **Ohio Power Company** any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections (ORC3735.671C9).

18. In any three-year period after the first three years of the agreement during which this agreement is in effect, if the actual number of employee positions created or retained by **Ohio Power Company** is not equal to or greater than ninety percent of the number of employee positions estimated to be created or retained under this agreement, **Ohio Power Company** shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that

three-year period. In addition, the City of Delaware may terminate or modify the exemptions from taxation granted under this agreement.

19. **Ohio Power Company** affirmatively covenants that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representative of **Ohio Power Company** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **Ohio Power Company** shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code 2921.13(A)(4), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

20. Other than a transfer or an assignment to an affiliate of Ohio Power Company, this agreement is not transferable or assignable without the express, written approval of the City of Delaware.

21. **Ohio Power Company** acknowledges that if any person that is party to an agreement granting an exemption from taxation discontinues operations at the structure to which that exemption applies prior to the expiration of the term of the agreement, that person, any successor to that person, and any related member shall not enter into an agreement under this section or sections 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code, and no legislative authority shall enter into such an agreement with such a person, successor, or related member, prior to the expiration of five years after the discontinuation of operations. As used in this division, 'successor' means a person to which the assets or equity of another person has been transferred, which transfer resulted in the full or partial non-recognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the tax commissioner. 'Related member' has the same meaning as defined in section 5733.042 of the Ohio Revised Code without regard to Division (B) of that section (ORC3735.671E).

22. **Ohio Power Company** hereby represents that they have full authority to act, negotiate, and execute this agreement.

IN WITNESS WHEREOF, the City of Delaware, Ohio, by R. Thomas Homan, its City Manager, and pursuant to **Resolution** __ - __ adopted on _____, has caused this instrument to be executed this _____ day of _____ 2018, and **Ohio Power Company** has caused this instrument to be executed on this _____ day of _____ 2018.

CITY OF DELAWARE

By: _____
R. Thomas Homan, City Manager

Ohio Power Company

By: _____
Julie Sloat
President and Chief Operating Officer
Ohio Power Company

Approved as to form:

By: _ Darren Shulman, Delaware City
Attorney

**School Compensation Agreement
Ohio Power Company
Community Reinvestment Area #141-1135-01**

This agreement between the **City of Delaware**, a municipal corporation, with its offices at 1 South Sandusky Street, Delaware, Ohio 43015; **Olentangy Local School District Board of Education**, a public school district, with its principal offices at 7840 Graphics Way, Lewis Center, OH 43035; **Delaware Area Career Center Board of Education**, a public school district with its principal offices at 4565 Columbus Pike, Delaware, OH 43015, and **Ohio Power Company**, 700 Morrison Road, Gahanna, OH 43230 specifies the manner in which and procedures to be used pursuant to Ohio Revised Code 3735 authorizing general compensation relating to the Community Reinvestment Area tax abatement for the construction of the construction of a new 53,000 sq. ft. distribution service center on Slack Rd., Delaware, Ohio 43015, Parcel 41924001051000 in Delaware's Community Reinvestment Area #141-1135-01.

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

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

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

Whereas, effective April 15, 2004, a Delaware Area Career Center Board of Education resolution authorized the Superintendent to act on its behalf to negotiate, approve, and define terms and conditions on any Tax Incentive Agreement; the minutes of the January 9, 2018 Tax Incentive Negotiating Committee document the Superintendent's approval; and

Whereas, the City of Delaware within **Ordinance Number** __-__ adopted on _____, 2018, has acted pursuant to ORC 3735 to grant a tax exemption to **Ohio Power Company** and entered into a formal Community Reinvestment Area abatement agreement on _____, **2018**; and

Whereas, Item 5a of the Community Reinvestment Area Agreement relating to the aforementioned project requires compensation to the Olentangy Local

School District and Delaware Area Career Center for the sole benefit of educational initiatives.

Now therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements hereinafter set forth by the City of Delaware, Olentangy Local School District, Delaware Area Career Center, and **Ohio Power Agreement** agree as follows:

Section 1. **Ohio Power Company** shall pay FIFTY-NINE THOUSAND, SEVEN HUNDRED FOUR DOLLARS AND FIFTY-EIGHT CENTS (\$59,704.58) per year for fifteen (15) years to the Olentangy Local School District AND TWO THOUSAND, FIVE HUNDRED TWENTY DOLLARS AND TEN CENTS (\$2,520.10) per year for fifteen (15) years to the Delaware Area Career Center in accordance with the terms and conditions set forth in Item 5a of the Community Reinvestment Area Agreement for the referenced project provided that no payment will be required unless the real property exemption provided in Item 6 of the Community Reinvestment Agreement for this project is in effect for the tax year with a lien date of January 1, 2019. Otherwise, the first payment under this Agreement will be due by September 30 following the first tax year that the real property exemption applies to for this project (e.g., if tax year 2020 is the first tax year the real property tax exemption applies for this project, then the first compensation payment will be due by September 30, 2021). This payment shall be made upon receipt of invoices per the instructions set forth in Item 5a of the Community Reinvestment Area Agreement relating to the aforementioned project, and the first payment shall be due September 30, 2020 and dispersed per Section 2 of this agreement.

Section 2. The cash payments made by **Ohio Power Company** to the Olentangy Local School District and Delaware Area Career Center **satisfies ORC Section 5709.82(C)(2) (School Compensation Agreement is mutually acceptable)** and shall be used for educational initiatives for the sole benefit of the Olentangy Local Schools and the Delaware Area Career Center, as follows:

a.	Olentangy Local School District	\$59,704.58
b.	Delaware Area Career Center	\$2,520.10
c.	Total	\$62,224.68

Section 3. This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

Note: All parties agree that if Ohio tax reform results in no net tax incentive benefits (if the sum of tax incentives offered through the Community Reinvestment Area Agreement minus the school compensation payment is negative), OHIO POWER COMPANY may request that the City of Delaware Tax Incentive Review Council recommend agreement modification or termination. No School Compensation

payment is required if there is no net tax benefit to OHIO POWER COMPANY.

Section 4. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this agreement.

Section 5. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

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

Mark T. Raiff, Superintendent
Olentangy Local Schools
7840 Graphics Way
Lewis Center, Ohio 43035

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

Tim Wells, Manager,
Economic & Business Development
American Electric Power Service Corporation
311 London Rd.
Delaware, Ohio 43015

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

Section 6. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

In witness whereof, the parties have caused this Agreement to be executed as of this **day of** **2018.**

CITY OF DELAWARE

R. Thomas Homan

OLENTANGY LOCAL SCHOOL DISTRICT

Mark T. Raiff, Superintendent

DELAWARE AREA CAREER CENTER

Mary Beth Freeman, Superintendent

OHIO POWER COMPANY

Julie Sloat, President and Chief Operating Officer

Approved as to form:

By: _____
Darren Shulman, Delaware City Attorney

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: June 21, 2018

1. **Calendar**

See Attached

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

N/A

3. **Bi-Weekly Meetings**

June 6

* Heritage Ohio Training

June 7

* Chamber Business Before Hours – Preserve at Quail Pass

June 11

* Rotary

* Citizen Academy

* Council Meeting

June 12

* Southeast Inc. Ribbon Cutting

June 18

* Rotary

June 19

* Source Point South Branch Open House

June 20

* DATA Ribbon Cutting & Open House

June

2018

Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 Civil Service 3 pm Planning 7pm	7	8	9
10	11 City Council 7pm	12	13 BZA 7pm	14	15	16
17	18 Parking & Safety 6pm Cancelled	19 Parks and Rec 7pm	20	21	22	23
24	25 City Council 7pm	26 Shade Tree 7pm	27 HPC 7pm	28	29	30

July

2018

Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Fourth of July City Offices Closed	5	6	7
8	9 City Council	10 Sister City 6pm	11 BZA 7pm	12	13	14
15	16	17 Parks and Rec 7pm	18 Planning Commission 7pm	19 Airport Commission 7pm	20	21
22	23 City Council 7pm	24 Shade Tree Commission 7pm	25 HPC 7pm	26	27	28
29	30	31				