

**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

July 9, 2018

1. ROLL CALL
2. INVOCATION – Pastor Kale Booher, Lifepoint Church
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the Regular Meeting of Council held on June 25, 2018, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Acceptance of the Motion Summary of the Shade Tree Commission meeting held on April 24, 2018, as recorded and transcribed.
 - B. Acceptance of the Motion Summary of the Historic Preservation Commission meeting held on February 28, 2018, as recorded and transcribed.
 - C. Resolution No. 18-43, a resolution authorizing the City Manager to prepare and submit an application to participate in the Ohio Public Works Commission (OPWC) Local Transportation Improvements (LTIP) Grant Program (Round 33), and to execute contracts as required for the Houk Road (Sections B & D) and North Union Improvements.
 - D. Resolution No. 18-44, a resolution authorizing the City Manager to enter into a Cooperation Agreement with Delaware County for an application to the Ohio Public Works Commission (OPWC) for the Houk Road (Sections B & D) and North Union Improvements.
 - E. Resolution No. 18-45, a resolution authorizing the City Manager to

prepare and submit formal applications for Federal Attributable Funding through the Mid-Ohio Regional Planning Commission (MORPC) for the planning, design, and construction of the Houk Road (Sections A & C) Improvements.

6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. PRESENTATIONS
 - A. Presentation and recommendation by the Parks and Recreation Advisory Board regarding a No Tobacco Policy at City Parks – Allyson Lash, Chairwoman
 - B. Continued discussion and questions regarding the request for a Terra Alta New Community Authority (NCA) - David Fisher, Principal, Kephart Fisher, LLC, et al.
9. 7:20 P.M. PUBLIC COMMENT AND 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.
10. SECOND READING 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.
11. FOURTH 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.
12. THIRD 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.
13. THIRD 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.

- 14. THIRD 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.

- 15. CONSIDERATION of Ordinance No. 18-61, an ordinance amending Ordinance No. 11-86 to extend the permissible closing date of property previously offered for sale at public auction.

- 16. CITY MANAGER'S REPORT

- 17. COUNCIL COMMENTS

- 18. ADJOURNMENT

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BEAR GRAPHICS 800-325-8084 FORM NO. 1014B

Held June 25

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6:30 EXECUTIVE SESSION: Mrs. Keller motioned to enter into executive session at 6:30 p.m. This motion was seconded by Mr. Browning and approved by a 7-0 vote. Council met in executive session pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. Council conducted a discussion of those items with the following members present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Jim Browning, Fourth Ward Kyle Rohrer, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle. Following the discussion at 7:01 p.m., it was moved by Mr. Jones that Council move into Open session, seconded by Vice-Mayor Shafer and approved by a 7-0 vote.

The regular meeting of Council held June 11, 2018 was called to order at 7:03 p.m., in the City Council Chambers. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Jim Browning, Fourth Ward Kyle Rohrer, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle who presided. The invocation was given by Pastor Jake King of New Beginnings United Methodist Church, 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, Kelsey Scott, Economic Development Specialist, Jackie Walker, Assistant City Manager and Tom Homan, City Manager

ITEM 4: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held on June 11, 2018, as recorded and transcribed.

Motion: Vice-Mayor Shafer motioned to approve the Motion Summary of the regular meeting of Council held June 11, 2018, as recorded and transcribed, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 5: CONSENT AGENDA

- A. Acceptance of the Motion Summary of the Board of 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.

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BEAR GRAPHICS 300-323-5094 FORM NO. 10148

Held June 25 20 18

- 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.

Motion: Vice-Mayor Shafer motioned to approve the Consent Agenda, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

- A. Enclosed Letter from Deborah Guebert regarding Carbon Fee & Dividend

ITEM 7: COMMITTEE REPORTS

ITEM 8: PRESENTATIONS

- A. Request for Terra Alta New Community Authority (NCA) - David Fisher, Principal, Kephart Fisher, LLC and et al.

PRESENTORS:

David Fisher
Kephart and Fisher
270 N 4th Street
Columbus, Ohio

Jim Ohlin
Romanelli & Hughes
148 West Schrock Road
Westerville, Ohio

ITEM 9: RESOLUTION NO. 18-29 [Public Hearing and Third 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 third time.

PRESENTOR:

Bill Holtry
Berkshire Township Trustee
8205 Dustin Road
Galena, Ohio

Mr. Shulman discussed the changes to all residential areas in a JEDD district. Council held a discussion of there is an option to not tax residential areas that reside in the JEDD. Mr. Holtry discussed the need for Council to vote on the amendment which will allow for the township to prepare the petition that would go to the property owners which would indicate that they are proposed to be part of the JEDD District. This would allow the property owners the option to object.

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There was no public comment.

Motion: Vice- Mayor Shafer motioned to revise the JEDD Tax Collection Schedule to be in conformity with the JEDD Contract and the Economic Development Plan and approve to adopt the amended JEDD Tax Collection Schedule now on file with the City Clerk, seconded by Mr. Browning. Motion approved by a 7-0 vote.

ITEM 10: ORDINANCE NO. 18-47 [Public Hearing and Second 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 second time.

APPLICANT:
Pastor Scott Tiede
45 Belle Avenue
Delaware, Ohio

There was no public comment.

Motion: Mrs. Keller motioned to suspend the rules for Ordinance No. 18-47, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mrs. Keller motioned to adopt Ordinance No. 18-47, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 11: ORDINANCE NO. 18-48 [Public Hearing and Second 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 second time.

APPLICANT:
Jack Brickner
110 North Wood Blvd.
Columbus, Ohio

There was no public comment.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-48, seconded by Mr. Hellinger. Motion approved by a 7-0 vote.

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Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-48, seconded by Mr. Hellinger. Motion approved by a 7-0 vote.

ITEM 12: ORDINANCE NO. 18-49 [Public Hearing and Second 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 second time.

APPLICANT:

Jack Brickner
110 North Wood Blvd.
Columbus, Ohio

There was no public comment.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-49, seconded by Mr. Hellinger. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 18-49, seconded by Mr. Hellinger. Motion approved by a 7-0 vote.

ITEM 13: ORDINANCE NO. 18-50 [Public Comment and Second 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 second time.

APPLICANT:

Jim Manos
5973 Macewen Ct.
Dublin, Ohio

Joe Clase
Plan4Land.LLC
10 W. North St.
Ostrander, Ohio

Pat Manly
4405 Olentangy Blvd.
Columbus, Ohio

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PUBLIC COMMENT:

Tom Macklin
12 Montrose Avenue
Delaware, Ohio

Mr. Macklin voiced concerns over the lack of notification on the hearing and traffic and parking concerns.

Roger Koch
125 North Liberty Street
Delaware, Ohio

Mr. Koch voiced his support for the project for historic preservation of the building.

Lori Flaglor
35 Montrose Avenue
Delaware, Ohio

Ms. Flaglor voiced opposition to the development. She discussed her concerns over property values decreasing, traffic, and the effects that the development will have on the neighborhood.

Tom Tobin
253 West William Street
Delaware, Ohio

Mr. Tobin voiced opposition to the development. He voiced concerns regarding traffic. He voiced concerns over being next to the property that would become a rental.

Cat Wimer
250 West Williams Street
Delaware, Ohio

Ms. Wimer voiced concerns over the need for the turn lane to the development and the proximately to the light at Elizabeth Street. She discussed how close the properties are currently to the street and that the bump in for on street parking will make it even closer.

Cathy Tobin
253 West William Street
Delaware, Ohio

Ms. Tobin voiced her opposition to the property and concerns over the lack of privacy to her house due to the three story inn.

Roger Hashman
262 West William Street
Delaware, Ohio

Mr. Hashman voiced his opposition to the development. He discussed concerns over changing the rezoning.

Cheryl Hutchinson
256 West William Street
Delaware, Ohio

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Ms. Hutchinson voiced her opposition to the development. She voiced concerns over the bump in and that the houses are too close to the street.

Mayor Riggle requested a break at 9:17 p.m. and reconvened the meeting at 9:25 p.m.

Mr. Manos discussed the different options to place the parking lot in a different area. He informed Council that he purchased the property from Ohio Wesleyan Inn and the expected price to rent a room. He states he selected the property due to the close proximity to the campus and the downtown area. He discussed his efforts to improve multiple other sites throughout Delaware.

Council was in agreement to take Ordinance No. 18-50, 51, and 52 to a third reading. Mrs. Keller informed Council that she will be out of town for the July 9th City Council meeting. She informed them that she is currently not in favor of rezoning if Council decides to vote at the July 9th meeting. Councilman Hellinger informed Council that he will not be available at the July 23 Council meeting.

ITEM 14: ORDINANCE NO. 18-51 [Public Hearing and Second 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 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 second time. Council to take Ordinance NO. 18-51 to a third reading.

ITEM 15: ORDINANCE NO. 18-52 [Second 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 second time. Council to take Ordinance NO. 18-52 to a third reading.

ITEM 16: ORDINANCE NO. 18-45 [Second Reading]

AN ORDINANCE SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO ESTABLISH ADDITIONAL FUNDING FOR THE PURCHASE OF ROAD SALT, BRINE APPLICATION EQUIPMENT AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

Motion: Mrs. Keller motioned to suspend the rules for Ordinance No. 18-45, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

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Motion: Mrs. Keller motioned to enact the emergency clause for Ordinance No. 18-45, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mrs. Keller motioned to adopt Ordinance No. 18-45, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 17: RESOLUTION NO. 18-40 [First Reading]

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.

The Clerk read the resolution for the first time. Council to receive public comment at the July 9, 2018 City Council meeting.

ITEM 18: RESOLUTION NO. 18-41 [First Reading]

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.

The Clerk read the resolution for the first time. Council to take Resolution No. 18-41 to a second reading.

ITEM 19: RESOLUTION NO. 18-42 [First Reading]

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.

The Clerk read the resolution for the first time.

Motion: Mrs. Keller motioned to adopt Resolution No. 18-42, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

ITEM 20: FINANCE DIRECTOR'S REPORT

ITEM 21: CITY MANAGER'S REPORT

Mr. Homan requested direction from Council regarding continued discussion on the NCA. Council requested that further discussion occur at the next City Council meeting. Mrs. Keller voiced her concerns regarding the NCA since she will not be present at the July 9th City Council meeting.

Mr. Homan informed Council that he will be attending the Shade Tree Commission Meeting to discuss their request for representation at future BIA meetings.

ITEM 22: COUNCIL COMMENTS

Mrs. Keller informed Council that the IT department was assisting her with a problem in retrieving emails that go to the spam file.

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Mr. Browning requested to meet with the Finance Committee at an upcoming meeting to discuss the City Tax Credit.

Mayor Riggle provided information on Fourth of July upcoming events and an upcoming Make A Wish event.

ITEM 23: ADJOURNMENT

Motion: Mr. Jones motioned to adjourn the meeting. The meeting adjourned at 10:07 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

SHADE TREE COMMISSION
April 24, 2018
MOTION SUMMARY

ITEM 1. Roll Call

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

Members Present: Shannon Brewster, Tom Glissman, Tom Wolber, Becki Wood-Meek, Vice-Chairwoman Susan Wright, and Chairman Paul Olen

Members Absent: Gracie Schafer and Dave Carey

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

Motion to Excuse: Mr. Wolber moved to excuse Ms. Schafer and Mr. Carey, seconded by Chairman Olen. Motion approved with a 6-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of Shade Tree Commission meeting of February 27, 2018 as recorded and transcribed.

Vice-Chairwoman Wright requested that page 2 there be a correction from the word Litigation to Mitigation. Mr. Wolber requested that on page 2 it be specified that there are 88 crab apple trees inventoried in the downtown area. These changes were made per request.

Motion: Mr. Wolber moved to approve the Motion Summary for the February 27, 2018 meeting, seconded by Vice-Chairwoman Wright. Motion approved with a 6-0 vote.

ITEM 3. PUBLIC COMMENTS

There was no public comment.

ITEM 4. DISCUSSION of Community Outreach Activities

- A. Arbor Day/Healthy Kids Day
- B. First Friday
- C. NOW Festival

Vice-Chairwoman Wright provided a signup sheet for members to attend the events.

ITEM 5. DISCUSSION of Creating a Resolution to Council Regarding the BIA

The Commission was in agreement to move forward with a recommendation to Council to allow a member from the Shade Tree Commission to be present during meetings with the BIA. They discussed the need to have representation at the meetings. Mr. Wolber recommended that the resolution be changed to state:

“The Shade Tree Commission of the City of Delaware is hereby respectfully requesting that at least one member of the commission be present and permitted to fully participate during any and all physical or virtual meetings between City of Delaware staff and the Building Industry Association of Central Ohio (BIA) when these meetings include topics covered by the Shade Tree Commission’s charter of 1977 or the current tree replacement fee structure.”

Motion: Mr. Wolber moved to formally adopt this resolution and present the recommendation to City Council, seconded by Chairman Olen. Motion approved by a 6-0 vote.

ITEM 6. ARBORIST REPORT

Mr. Richmond reviewed with the Commission that in February there were 6 large caliber trees were removed due to being deemed hazardous and that 3 small caliber trees were removed. There were 37 street streets pruned for street, sidewalk, and signage clearance.

Mr. Richmond reviewed with the Commission the March Arborist Report. He informed them that there was 4 large caliper trees removed and 3 smaller caliper trees removed. There were 93 street trees pruned and that pruning operation is increasing.

Mr. Richmond informed the Commission that Caroline Cicerchi, Watershed and Sustainability Coordinator, had a group of students plant 500 seedlings at the Wetland Park.

Mr. Richmond provided an update on the Tree City U.S.A. program that he recently attended and this is the 37 year for the City of Delaware to be a Tree City U.S.A.

Ms. Brewster requested information on the status of the landscaping at the Sandusky Street and U.S. 23 exit. She voiced a concern over the empty beds that are mulched only. Mr. Richmond provided an update on what is planted and that the contractors have planted everything that they were required to plant per plan.

Ms. Brewster requested an update for the Tree of Life Program and when this program will begin. She informed the Commission that there are various people that have indicated they would like to participate in this memorial. Mr.

Miller discussed the need to find an ideal location for the display.

A discussion was held on the requirements to have a college campus be a Tree Campus and also the requirements to receive a Growth Award.

ITEM 7. STAFF COMMENTS

ITEM 8. MEMBER COMMENTS

Chairman Olen read into the record the 2018 Arbor Day Proclamation. The Commission plans to display the proclamation at their upcoming events.

Mr. Glissman informed the Commission that there will be two trees planted in memorial of the recent loss of Buckeye Valley students on May 11.

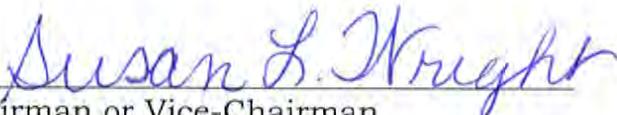
Mr. Wolber voiced concern on if care would be provided to the 500 seedlings to prevent growth. He discussed past seedlings that did not survive due to location and lack of care. Mr. Wolber thanked Mr. Carey and Vice-Chairwoman Wright for presenting the 2017 Shade Tree Commission Annual Report to City Council at the April 23, 2018 meeting.

ITEM 9. PLAN REVIEW

A. Communities at Glenross-Section 15: Approved with species suggestions by City Arborist

ITEM 10. ADJOURNMENT

Motion: Chairman Olen moved to adjourn the meeting. The Shade Tree Commission meeting adjourned at 7:45 p.m.



Chairman or Vice-Chairman



Clerk

**HISTORIC PRESERVATION COMMISSION
MOTION SUMMARY
February 28, 2018**

ITEM 1. Roll Call

Chairman Koch called the Historic Preservation Commission meeting to order at 7:05 p.m.

Members Present: Joe Coleman, Erinn Nicley, Sherry Riviera, Stephanie Van Gundy, and Vice-Chairman Mark Hatten, Chairman Roger Koch

Members Absent: Councilman Kyle Rohrer

Staff Present: Dianne Guenther, Development Planner

Motion to Excuse: Mr. Coleman motioned to excuse Councilman Rohrer, seconded by Vice-Chairman Hatten. Motion approved by a 6-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of the Historic Preservation Commission meeting held on January 24, 2018 as recorded and transcribed.

Motion: Mr. Nicley motioned to approve the amended Motion Summary of the Historic Preservation Commission meeting held on January 24, 2018, as recorded and transcribed, seconded by Ms. Van Gundy. Motion approved a by 6-0 vote.

ITEM 3. REGULAR BUSINESS

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

Ms. Guenther provided a background report which included the history of the building. The building is listed as a contributing building in the Sandusky Street National Register Historic District and records show it was built in 1850. The original storefront was modified over time. The Applicant is in the process of rehabilitating the second floor into an apartment and has had to reinstall the stairwell to the second floor. The current storefront inset entry door is in the location needed for the reinstated stairway and landing to the second floor. Ms. Guenther discussed the Applicant's proposal to leave the current door in place and create a new entry door opening into the first floor retail space.

APPLICANT:

Vasili Konstantinidis
14 West Winter Street
Delaware, Ohio

Mr. Konstantinidis discussed the preference to separate the tenant's entry and the retail entry for privacy.

A discussion was held with the Commission regarding the Applicant's proposal. Chairman Koch voiced his opposition to the proposal and Ms. Van Gundy recommended that the Applicant consider refinishing the façade to represent historical standards and to appeal to potential tenants. Mr. Coleman discussed the standards, and concern of making exceptions for economic purposes will hurt the standards in future cases.

Motion: Mr. Nicley motioned to approve 2018-0272 as stated in the application, seconded by Ms. Riviera. Motion failed with a 1-5 (Coleman, Nicley, Van Gundy, Hatten, Koch) vote.

B. 2015-1768: A request by 12 WEST Restaurant for a Certificate of Appropriateness for the existing temporary sidewalk vestibule to remain in place in the public right-of-way from October 1 through September 30 of each calendar year for 12 West William Street, which is zoned B-2 (Central Business District) and located in the Transitional Sub-District of the Downtown Historic District Overlay.

Ms. Guenther discussed the request for the existing sidewalk vestibule to remain in place. She informed the Commission that the building is considered a 'background building' in the National Register Sandusky Street Historic District. She reviewed the previous discussions regarding the vestibule that was presented before the Historic Preservation Commission. The Commission was made aware that the Applicant is requesting the existing temporary sidewalk vestibule to remain in place in the public right-of-way from October 1 through September 30 of each calendar year. Ms. Guenther also explained that city staff supported the Applicant's request with a Revocable License for the vestibule and maintaining a Revocable Sidewalk Use Permit for the sidewalk patio, but that there could be a condition to remove the vestibule during the warmer months.

A discussion was held regarding if staff was told by the Commission at the January meeting to remove the current vestibule. Ms. Riviera discussed the need to update standards or set restrictions regarding the use of vestibules. Mr. Coleman discussed the concern that the vestibule has become a more permanent fixture and not a temporary structure. Mr. Nicley also discussed a potential compromise of a temporary structure during the winter months and to consider a committee to discuss standards for limited months. A discussion

was held on concerns on how many potential business owners would want to utilize a vestibule.

APPLICANT:

David DiStefano
12 West William Street
Delaware, Ohio 43015

Mr. DiStefano discussed how the vestibule is necessary for his business and that the removal of the vestibule will have a negative impact.

PUBLIC COMMENT:

Roxanne Amidon
161 West Winter Street
Delaware, Ohio 43015

Ms. Amidon requested that the Commission look for potential solutions.

Motion: Mr. Nicley moved to amend staff recommendation 2 in 2015-1768 to reflect the time period of December 1 through March first of each year, along with a 30 day grace period of 2018 to allow for the removal of the vestibule, seconded by Ms. Riviera. Motion approved by a 4-2 (Hatten, Koch) vote.

A discussion was held with the Commission on their role to uphold the standards that were set. Vice-Chairman Hatten discussed the standards and the six criteria that was set to grant a variance. The Applicant questioned how the standards can be changed and the appeal process. Ms. Guenther provided information on the appeal process and the process to amend the code. Mr. Nicley discussed that he felt that the request meets two of the criteria to grant a variance.

Motion: Mr. Nicley moved to approve 2015-1768, as amended, seconded by Ms. Riviera. Motion failed with a 3-3 (Coleman, Hatten, Koch) vote.

C. 2018-0086: A request by The Flying Pig Ale House for a Certificate of Appropriateness for a temporary sidewalk vestibule for 12 South Sandusky Street which is zoned B-2 (Central Business District) and located in the Downtown Core Sub-District of the Downtown Historic District Overlay. (Tabled January 24, 2018)

The Commission was made aware that the Flying Pig Ale House notified staff that there is a new General Manager and that they are requesting the case remain on the table at this time.

ITEM 4. STAFF COMMENTS

Ms. Guenther recommended that staff work on setting standards for a temporary vestibule and recommended that members email staff with their recommendations. She discussed that she has not found standards in other Ohio Historic Districts to allow vestibules in public right-of-ways, but they are approved on private property. Vice-Chairman Hatten discussed that the Commission was not instructing staff to work on these standards, and referenced that in the January meeting that staff was not asked to either as the Commission had voiced their opinion they did not want vestibules. The Commission was in agreement.

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Coleman requested information on the status of the former Engineering building on Williams Street with the upcoming use of the Gazette building.

Mr. Koch read into the record a statement regarding the potential sale of the historic Sheriff's Residence from the County to private ownership. Ms. Guenther provided a map of the Historic District to show that this building is included in the boundaries for the historic district.

PUBLIC COMMENT:

Charlton Amidon
161 West Winter Street
Delaware, Ohio 43015

Mr. Amidon voiced concerns over private ownership will allow for demolition.

Roxanne Amidon
161 West Winter Street
Delaware, Ohio 43015

Ms. Amidon informed the Commission that the Northwest Neighborhood Association will be providing their concerns to the County.

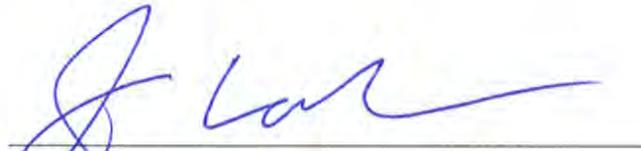
Chairman Koch requested that staff explore what control the Commission has regarding the building.

Vice-Chairman Hatten voiced a concern regarding an article referencing the proposed art mural project from Ohio Wesleyan University on downtown buildings. Chairman Koch discussed efforts with Main Street Delaware to work on message on the blank billboard on the Olivina building. The Commission voiced their concerns on putting art murals on historic buildings.

ITEM 6. NEXT REGULAR MEETING: March 28, 2018

ITEM 7. ADJOURNMENT

Motion: Vice-Chairman Hatten moved to adjourn the meeting, seconded by Mr. Nicley. The Historic Preservation Commission meeting adjourned at 9:06 p.m.



Chairman



Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM C DATE: 07/09/2018
ORDINANCE NO: RESOLUTION NO: 18-43
READING: FIRST 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:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) LOCAL TRANSPORTATION IMPROVEMENTS (LTIP) GRANT PROGRAM (ROUND 33), AND TO EXECUTE CONTRACTS AS REQUIRED FOR THE HOUK ROAD (SECTIONS B & D) AND NORTH UNION IMPROVEMENTS.

BACKGROUND:

Houk Road is a vital north-south arterial that serves the entire west side of the city, and preventing this arterial from failing is high priority for the city. The current condition of Houk Road varies significantly from segment to segment. These variations are caused by differences in:

- Pavement age
- Pavement build-up
- Roadside drainage accommodations
- Underlying soil conditions
- Number of cars/day
- Number of trucks/day

Public Works has divided **Houk Road** into four sections based on the above criteria. The limits are as follows:

Section	Begin	End	Equivalent Lane Miles
A	Merrick Parkway	SR 37	2.45
B	SR 37	US 36	0.88
C	US 36	Private Railroad Spur	4.10
D	Private Railroad Spur	Pittsburgh Drive	0.63

Section B needs *repaired/resurfaced* at this time, and Section D needs a *full-depth replacement* at this time. Sections A and C need *sealed* at this time, however, local funds are not available to cover a seal treatment (roughly \$225,000). Sealing A and C would have simply delayed the need to repair/resurface by 3-5 years. However, a grant funding source has been identified (through MORPC) that could cover a resurfacing of Houk A and C in 2023, and it is predicted these sections will be ready for a resurfacing in 2023. Therefore, Public Work’s proposed strategy for maintaining Houk Road is to:

1. Utilize OPWC Round 33 grant funds to repair/resurface Sections B and D in 2019; then
2. Utilize MORPC grant funds to resurface the remaining sections A and C in 2023.

The other project being recommended for OPWC funding is North Union Street. For the purposes of the OPWC Round 33 funding application, **North Union Street** is defined as the section of Union from Central Avenue to and including the section of Heffner Street east of Sandusky Street (1.85 lane miles). North Union Street is in poor condition, needs repaired and resurfaced at this time, and is also a good candidate OPWC Round 33 grant funds. If left untreated, North Union Street will require a full-depth replacement in the near future at a cost of 2-4 times that of a resurfacing. North Union Street carries 3500 cars per day, serves the courthouse complex, and serves as a vital north-south alternate to Sandusky Street. Both OPWC and MORPC grant formal applications are due later this summer.

REASON WHY LEGISLATION IS NEEDED:

Passage of this Resolution authorizes the City Manager to apply for grant funding in the amount of \$497,250 from OPWC. If grant funding is awarded, this Resolution also allows the City Manager to sign a formal OPWC Project Agreement.

COMMITTEE RECOMMENDATION:

None

FISCAL IMPACT(S):

The estimated cost for improvements to Houk Road (B/D) and North Union Street total \$975,000. The County will contribute \$125,000 towards this

project (\$50,000 standard OPWC grant match and \$75,000 for an unincorporated portion of Houk Road). Submitting a complete application requires budgeting sufficient funding to cover the City's contribution to the project, currently estimated at \$352,750.

POLICY CHANGES:

None

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

Houk Road Sectioning Exhibit



A & C = 2023 MORPC GRANT
 B & D = 2019 OPWC GRANT



OVERALL EXHIBIT		HOUK ROAD RESURFACING																					
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FACT SHEET

AGENDA ITEM NO: CONSENT ITEM D DATE: 07/09/2018
ORDINANCE NO: RESOLUTION NO: 18-44
READING: FIRST 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:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT WITH DELAWARE COUNTY FOR AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE HOUK ROAD (SECTIONS B & D) & NORTH UNION IMPROVEMENTS.

BACKGROUND:

Houk Road is a vital north-south arterial that serves the entire west side of the city, and preventing this arterial from failing is high priority for the city. The current condition of Houk Road varies significantly from segment to segment. These variations are caused by differences in:

- Pavement age
- Pavement build-up
- Roadside drainage accommodations
- Underlying soil conditions
- Number of cars/day
- Number of trucks/day

Public Works has divided **Houk Road** into four sections based on the above criteria. The limits are as follows:

Section	Begin	End	Equivalent Lane Miles
A	Merrick Parkway	SR 37	2.45
B	SR 37	US 36	0.88
C	US 36	Private Railroad Spur	4.10
D	Private Railroad Spur	Pittsburgh Drive	0.63

Section B needs *repaired/resurfaced* at this time, and Section D needs a *full-depth replacement* at this time. Sections A and C need *sealed* at this time, however, local funds are not available to cover a seal treatment (roughly \$225,000). Sealing A and C would have simply delayed the need to repair/resurface by 3-5 years. However, a grant funding source has been identified (through MORPC) that could cover a resurfacing of Houk A and C in 2023, and it is predicted these sections will be ready for a resurfacing in 2023. Therefore, Public Work's proposed strategy for maintaining Houk Road is to:

1. Utilize OPWC Round 33 grant funds to repair/resurface Sections B and D in 2019; then
2. Utilize MORPC grant funds to resurface the remaining sections A and C in 2023.

The other project being recommended for OPWC funding is North Union Street. For the purposes of the OPWC Round 33 funding application, **North Union Street** is defined as the section of Union from Central Avenue to and including the section of Heffner Street east of Sandusky Street (1.85 lane miles). North Union Street is in poor condition, needs repaired and resurfaced at this time, and is also a good candidate OPWC Round 33 grant funds. If left untreated, North Union Street will require a full-depth replacement in the near future at a cost of 2-4 times that of a resurfacing. North Union Street carries 3500 cars per day, serves the courthouse complex, and serves as a vital north-south alternate to Sandusky Street. Both OPWC and MORPC grant formal applications are due later this summer.

REASON WHY LEGISLATION IS NEEDED:

Passage of this Resolution authorizes the City Manager to sign an agreement with Delaware County accepting their contribution currently estimated at \$125,000.

COMMITTEE RECOMMENDATION:

None

FISCAL IMPACT(S):

The estimated cost for improvements to Houk Road (B/D) and North Union Street total \$975,000. The County will contribute \$125,000 towards this project (\$50,000 standard OPWC grant match and \$75,000 for an unincorporated portion of Houk Road). Submitting a complete application

requires budgeting sufficient funding to cover the City's contribution to the project, currently estimated at \$352,750.

POLICY CHANGES:

None

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

None



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM E DATE: 07/09/2018
ORDINANCE NO: RESOLUTION NO: 18-45
READING: FIRST 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:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT FORMAL APPLICATIONS FOR FEDERAL ATTRIBUTABLE FUNDING THROUGH THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE HOUK ROAD (SECTIONS A & C) IMPROVEMENTS.

BACKGROUND:

Houk Road is a vital north-south arterial that serves the entire west side of the city, and preventing this arterial from failing is high priority for the city. The current condition of Houk Road varies significantly from segment to segment. These variations are caused by differences in:

- Pavement age
- Pavement build-up
- Roadside drainage accommodations
- Underlying soil conditions
- Number of cars/day
- Number of trucks/day

Public Works has divided **Houk Road** into four sections based on the above criteria. The limits are as follows:

Section	Begin	End	Equivalent Lane Miles
A	Merrick Parkway	SR 37	2.45
B	SR 37	US 36	0.88
C	US 36	Private Railroad Spur	4.10
D	Private Railroad Spur	Pittsburgh Drive	0.63

Section B needs *repaired/resurfaced* at this time, and Section D needs a *full-depth replacement* at this time. Sections A and C need *sealed* at this time, however, local funds are not available to cover a seal treatment (roughly \$225,000). Sealing A and C would have simply delayed the need to repair/resurface by 3-5 years. However, a grant funding source has been identified (through MORPC) that could cover a resurfacing of Houk A and C in 2023, and it is predicted these sections will be ready for a resurfacing in 2023. Therefore, Public Work's proposed strategy for maintaining Houk Road is to:

1. Utilize OPWC Round 33 grant funds to repair/resurface Sections B and D in 2019; then
2. Utilize MORPC grant funds to resurface the remaining sections A and C in 2023.

The category of MORPC funds being applied for is termed **System Preservation**. This category is reserved for projects that do not involve pavement widening, and is meant for pavement and bridge maintenance projects.

REASON WHY LEGISLATION IS NEEDED:

Passage of this Resolution authorizes the City Manager to formally apply for MORPC System Preservation funds for Houk Road Sections A/C, and to submit project update applications (typically required every 2 years) when prompted by MORPC.

COMMITTEE RECOMMENDATION:

None

FISCAL IMPACT(S):

The estimated cost for improvements to Houk Road (A & C) is \$870,000. In order to maximize points during the scoring process, the grant request will propose a 70/30 split. This would result in a \$609,000 grant, if awarded. Submitting a complete formal application requires budgeting sufficient funding to cover the City's contribution to the project, currently estimated at \$261,000.

POLICY CHANGES:

None

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

None



MEMORANDUM

TO: Delaware City Council
CC: R. Thomas Homan, City Manager, Jackie Walker, Asst. City Manager
FROM: Ted Miller, Parks and Natural Resources Director
DATE: 7.2.18
RE: Parks Smoking Ban

On June 19, 2018 the Parks Advisory Board made a recommendation to City Council to ban smoking in city parks. The following is the proposed language for the policy :

NO PERSON SHALL USE ANY FORM OF TOBACCO AT OR ON ANY CITY OF DELAWARE PARK OWNED OR OPERATED INDOOR AND/OR OUTDOOR RECREATIONAL FACILITIES. TOBACCO USE INCLUDES E-CIGARETTES, OTHER SMOKING DEVICES AND INGESTIBLE FORMS. THESE FACILITIES INCLUDE PLAYGROUNDS, ATHLETIC FIELDS, AQUATIC AREAS, PICNIC SHELTERS AND RESTROOMS. THE HIDDEN VALLEY GOLF COURSE SHALL BE EXEMPT FROM THIS SMOKING BAN.

What are the benefits of a smoke-free parks policy?

- Protecting against secondhand smoke, particularly children;
- Supporting a normative message that smoking is harmful;
- Protect parks and natural areas from environmental degradation and increased maintenance caused from littering cigarette butts and other tobacco-related waste;
- Reduces exposure to children and youth to tobacco use, protecting their health and discouraging them from starting a habit that is difficult to quit.

How will this policy be enforced?

One of the criticism will be enforcement of the policy. The city plans to add signage to problem areas such as ball diamonds, soccer fields, areas where crowds gather in the parks. In addition, the YMCA and the City will continue to provide education information in our programs to discourage tobacco use by parents, coaches and others. Most cities with smoke-free policies in place have reported very few enforcement issues. The cities are finding that the policies are primarily self-enforced. The initial release of the policy can show difficulties in educating the public on the change but most policies are well received. We anticipate a smoke-free policy in Delaware to be largely self-enforced, however, an official enforcement mechanism, even if just a contingency, would still be in place with the adoption of a new smoke-free parks ordinance. The official enforcement policy would be park staff and city police. The proposed policy does not consider a fine but would ban violators from the park premises for 24 hours.

What are some of the opposition arguments?

1. The policy is supported by insufficient health evidence.
 - In 2006, the United State Surgeon General determined that there is no safe amount of secondhand smoke; breathing secondhand smoke is a known cause of sudden death syndrome (SIDS). Children and youth are also more likely to have lung problems, ear infections, and severe asthma from being around smoke; Secondhand smoke causes heart disease and lung cancer;
 - According to the Centers for Disease Control and Prevention (CDC), tobacco use is the leading cause of preventable disease, disability, and death in the United States;
 - There are more than 4,000 chemicals in secondhand smoke. Many of these chemicals are toxic and some cause cancer, heart disease, lung disease, and other health problems.
2. The policy is anti-smoker, not anti-smoking;
 - The policy is aimed at curbing exposure to second hand smoke, especially in children and youth. Parks should be a place where the public does not have to be exposed to secondhand smoke.
3. Policy is a further expansion of the “nanny state”.
 - The policy is not an attempt by government to interfere with smoker’s rights. Alternatively, we have received several complaints from non-smokers who would like to enjoy the public parks without having to be exposed to secondhand smoke. The rights of the non-smokers are just as important as the smokers. Our objective would be to discourage smoking in parks, particularly in areas of crowds where one smoker can expose many parks users to secondhand smoke.

The smoke-free parks movement is gaining momentum as communities work to solve smoking-related health disparities. Parks are designed to provide clean, safe, and pleasant environments in which citizens-especially children- can relax and enjoy the outdoors.

The Columbus Dispatch

Westerville bans smoking in public parks

By Alissa Widman Neese

The Columbus Dispatch

Posted Jul 3, 2018 at 11:03 PM

Updated Jul 3, 2018 at 11:03 PM

Smokers who visit Westerville's public parks soon will be required to extinguish their cigarettes and put away their vape pens.

The Westerville City Council agreed to ban smoking in the suburb's public parks Monday night, joining Columbus and a growing number of surrounding cities. In recent years, more than a dozen central Ohio communities have eliminated smoking in parks or at playgrounds, including parks in Dublin, Grove City, Hilliard and Reynoldsburg in Franklin County.

Supporters say such laws reduce exposure to secondhand smoke, especially in areas where children gather and during large public events. They also aim to reduce litter and fire hazards.

"I think most people these days will agree smoking is not healthy for anybody," said Miller Sullivan, Franklin County Public Health medical director. "Parks are one of those places people go to be healthy."

The health agency will help Westerville install signs in the coming weeks.

Westerville's new ordinance, approved by a 6-1 vote, takes effect 30 days from Monday. Parks and Recreation Director Randy Auler said his staff, not police, will mostly enforce the rule. Westerville police will get involved only if a situation escalates and can't be resolved, he said.

Councilman Tim Davey voted against the change and said that enforcing it is a poor use of the city's resources.

Though Westerville officials previously had discussed prohibiting the sale of tobacco products to anyone younger than 21, they are no longer pursuing that change.

Instead, city council members approved a resolution last month supporting a statewide “Tobacco 21” initiative, partially because of legal concerns.

Several communities across Ohio have already increased their tobacco-buying age from 18 to 21, including Columbus and seven of its suburbs. But Westerville Law Director Bruce Bailey said that because there’s an existing state law on the matter, that likely pre-empts local law, meaning such rules could be challenged in court.

Davey also voted against that resolution because he opposed taking away the rights of legal adults, he said.

About 22 percent of Ohioans smoked in 2016, according to the most recent data available from the U.S. Centers for Disease Control and Prevention. The national average is 15.5 percent.

awidmanneese@dispatch.com

[@AlissaWidman](#)



FACT SHEET

AGENDA ITEM NO: 9

DATE: 07/9/2018

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.

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.

REASON WHY LEGISLATION IS NEEDED:

Legislation is needed to create the parking restrictions.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

POLICY CHANGES:

PRESENTER(S):

Bruce Pijanowski, Chief of Police

RECOMMENDATION:

Approval

ATTACHMENT(S)



FACT SHEET

AGENDA ITEM NO: 10

DATE: 07/09/2018

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)

Contract

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.

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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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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: 11

DATE: 07/09/2018

ORDINANCE NO:

RESOLUTION NO: 18-29

READING: FOURTH

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:

07/05/2018 UPDATE: At the last Council meeting, Council amended the Tax Collection schedule to match the rest of the JEDD paperwork. The new Tax Collection schedule has been incorporated into the materials. At this time, it is our understanding that the Township is collecting signatures from participating properties and as a result, a Council vote is not needed at this meeting.

At the public hearing, Council also received a recommendation to insert new language under Section 4.3(a)(i) of the JEDD Contract - In the event that the services rendered by the City exceed 4% of Gross Revenues, the parties would renegotiate the payments outlined in Section 4.3(a)(i) and come to a mutually satisfactory agreement regarding the same.

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	

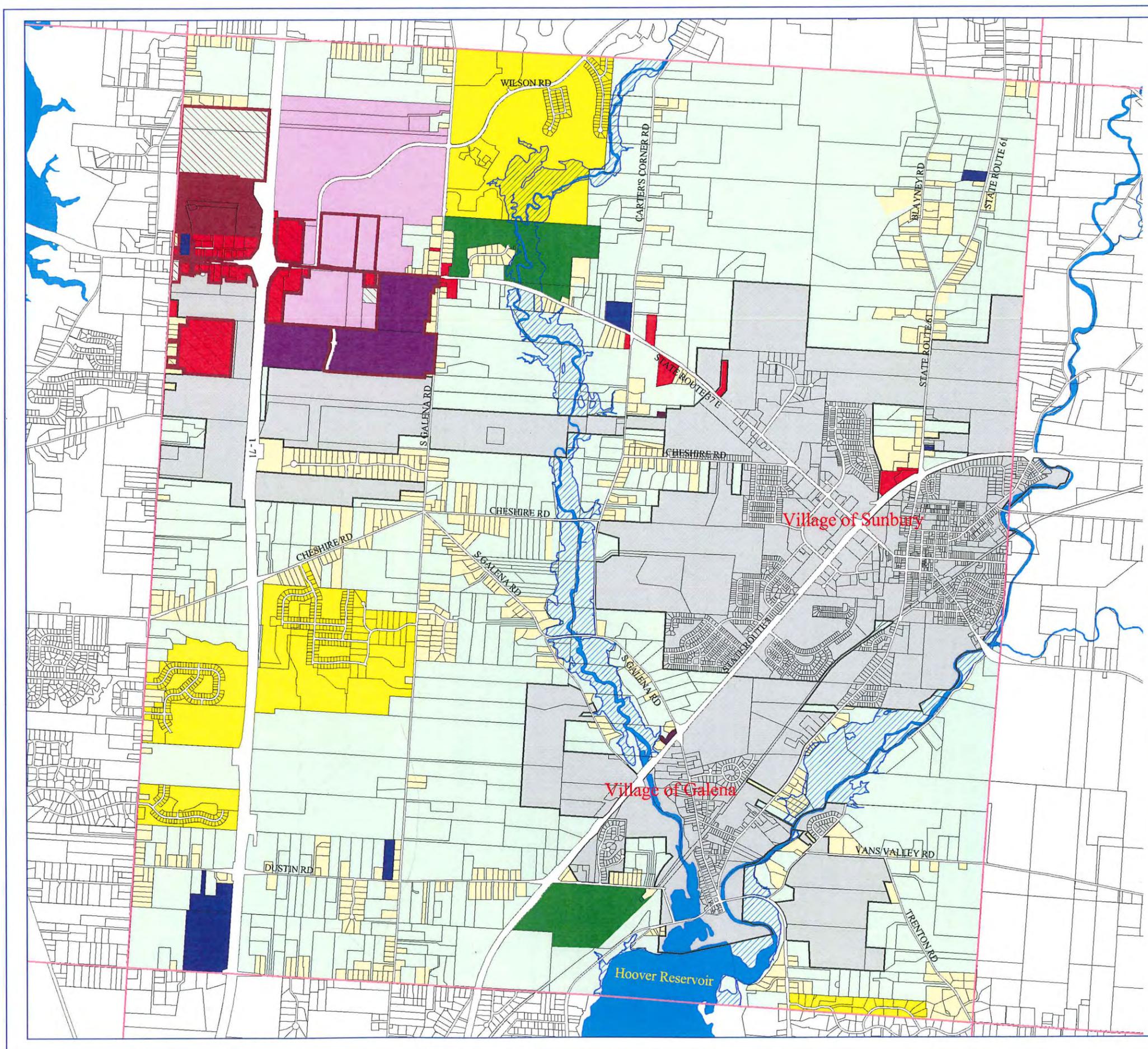
Joint Economic Development District
 JEDD 1
 JEDD 2

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

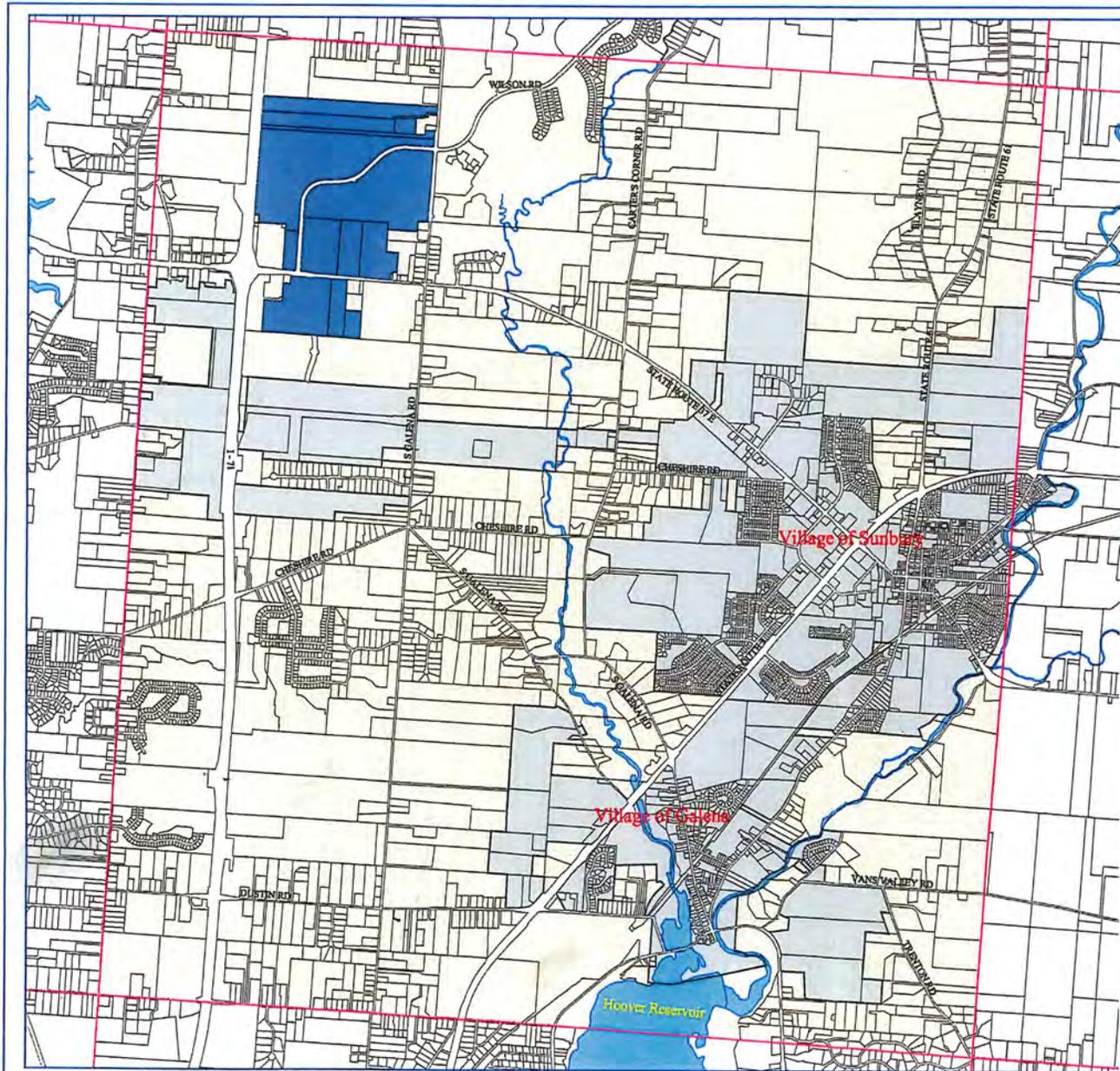


JEDD DISTRICT NO. 2

Berkshire Joint Economic Development
District No. 2

Berkshire Township
Delaware County, Ohio

Exhibit A JEDD Map



 JEDD.

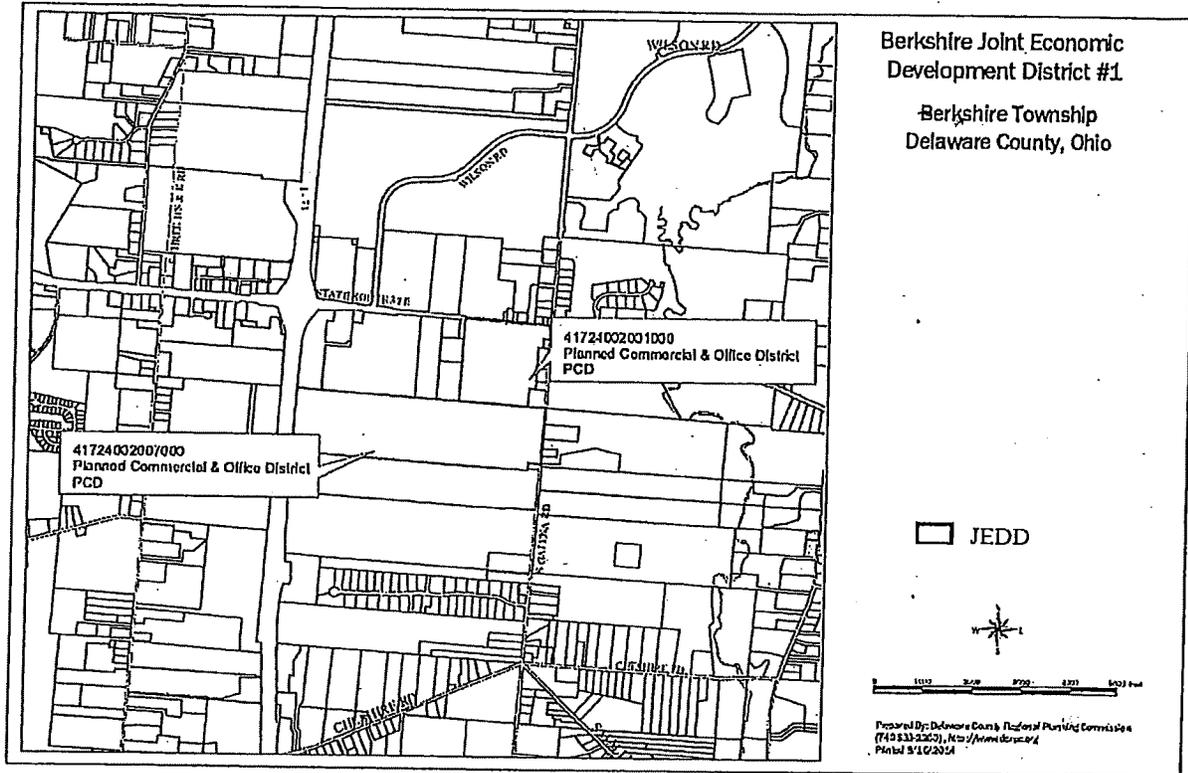


0 1000 2000 3000 4000 5000 6000 7000 8000 Feet

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.

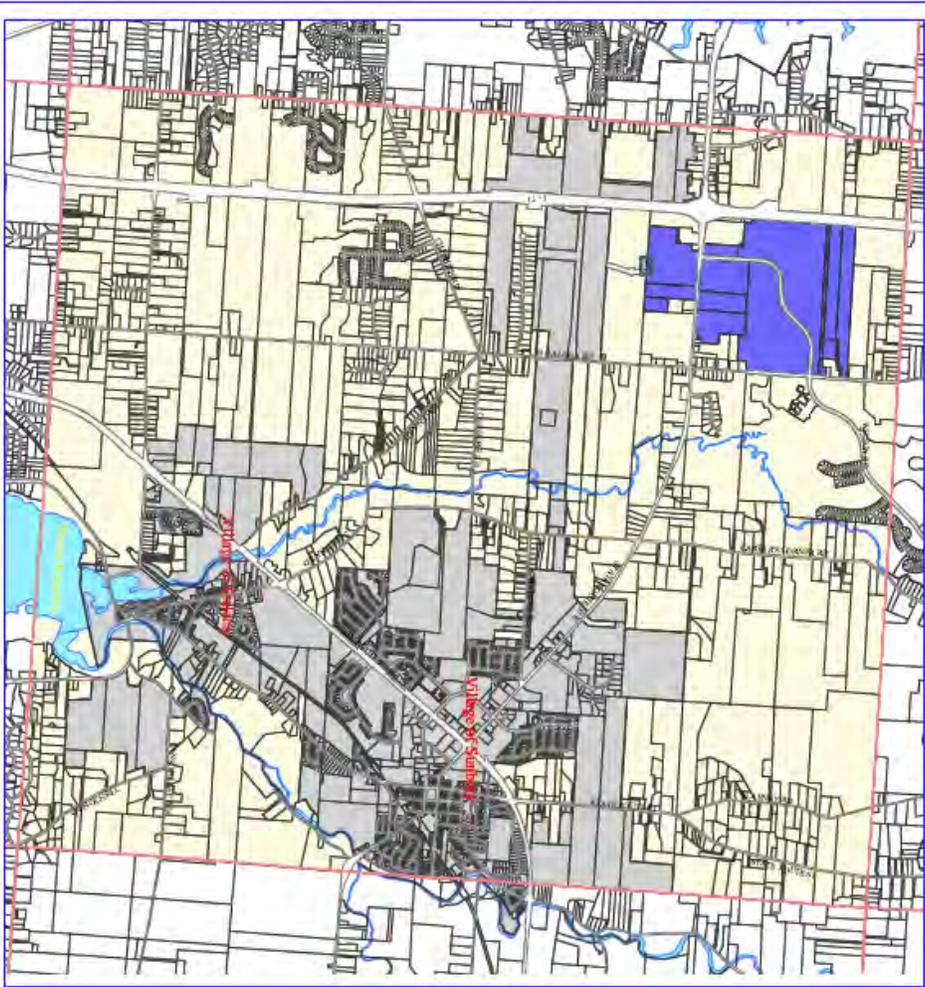
Except for that portion described on Exhibit A-1, which is attached hereto and incorporated herein, the remainder of Parcel Number 41721002012000 is located within the JEDD, with this property being currently zoned Planned Commercial District.

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



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 more information, please contact the Delaware County Office of Planning and Economic Development at (740.853.5200).
Map No. 401118

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 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

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

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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BY NOTICE OF THE CITY COUNCIL CLERK

Elaine McCloskey, Council Clerk

May 23 2018 1T

90025994



FACT SHEET

AGENDA ITEM NO: 12

DATE: 07/09/2018

ORDINANCE NO: 18-50

RESOLUTION NO:

READING: THIRD

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.

PASSED: _____, 2018

YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 13

DATE: 07/09/2018

ORDINANCE NO: 18-51

RESOLUTION NO:

READING: THIRD

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



FACT SHEET

AGENDA ITEM NO: 14

DATE: 07/09/2018

ORDINANCE NO: 18-52

RESOLUTION NO:

READING: THIRD

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 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.

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)

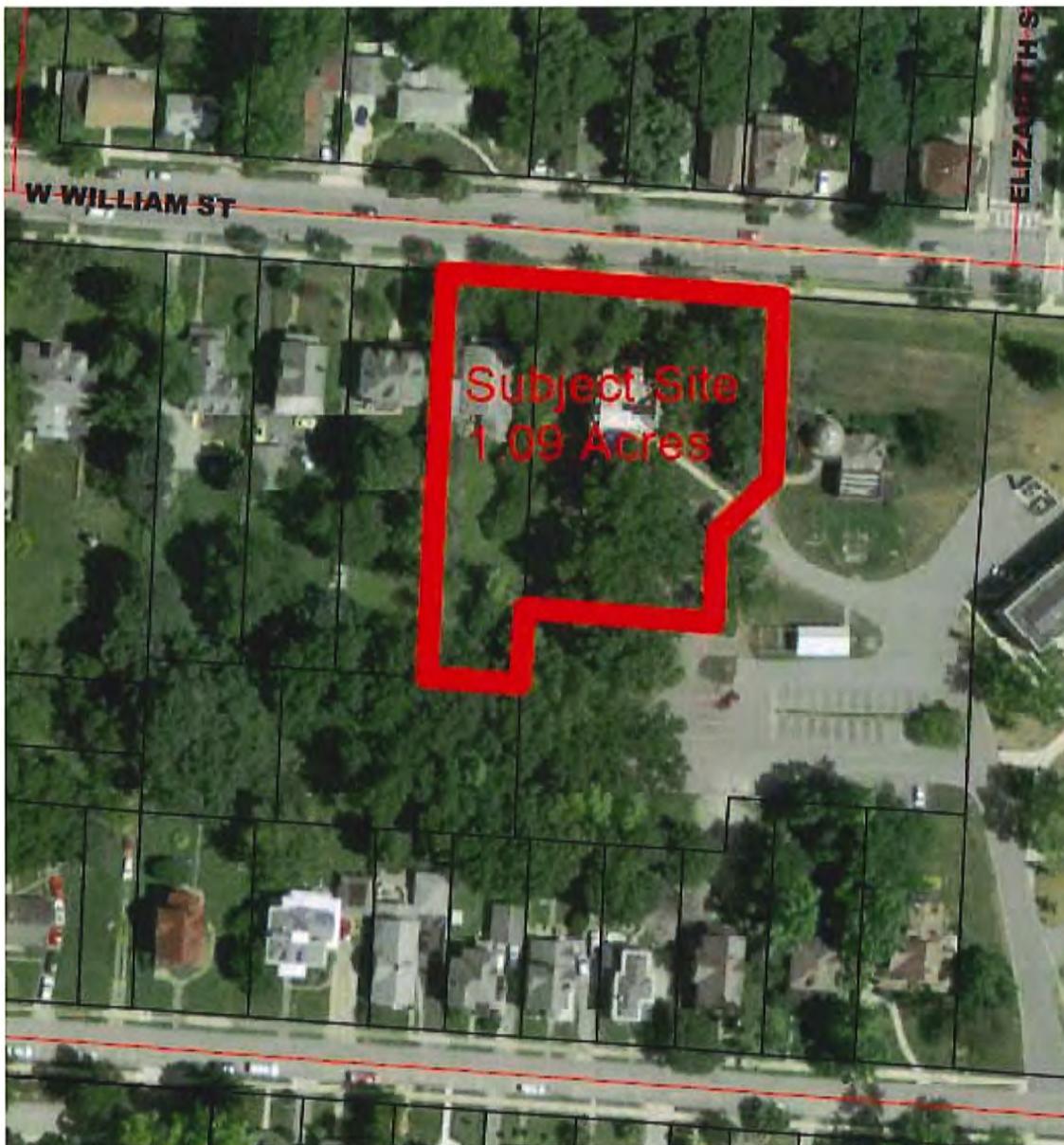
Staff recommends approval of a request by Manos Properties for a Preliminary Development Plan for The Wesleyan Inn on approximately 1.09 acres (parcels 519-433-04-005-000 and 519-433-04-002) on property zoned PO/I and R-3 PMU (Planned Office/Institutional District and One-Family Single Family District 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:

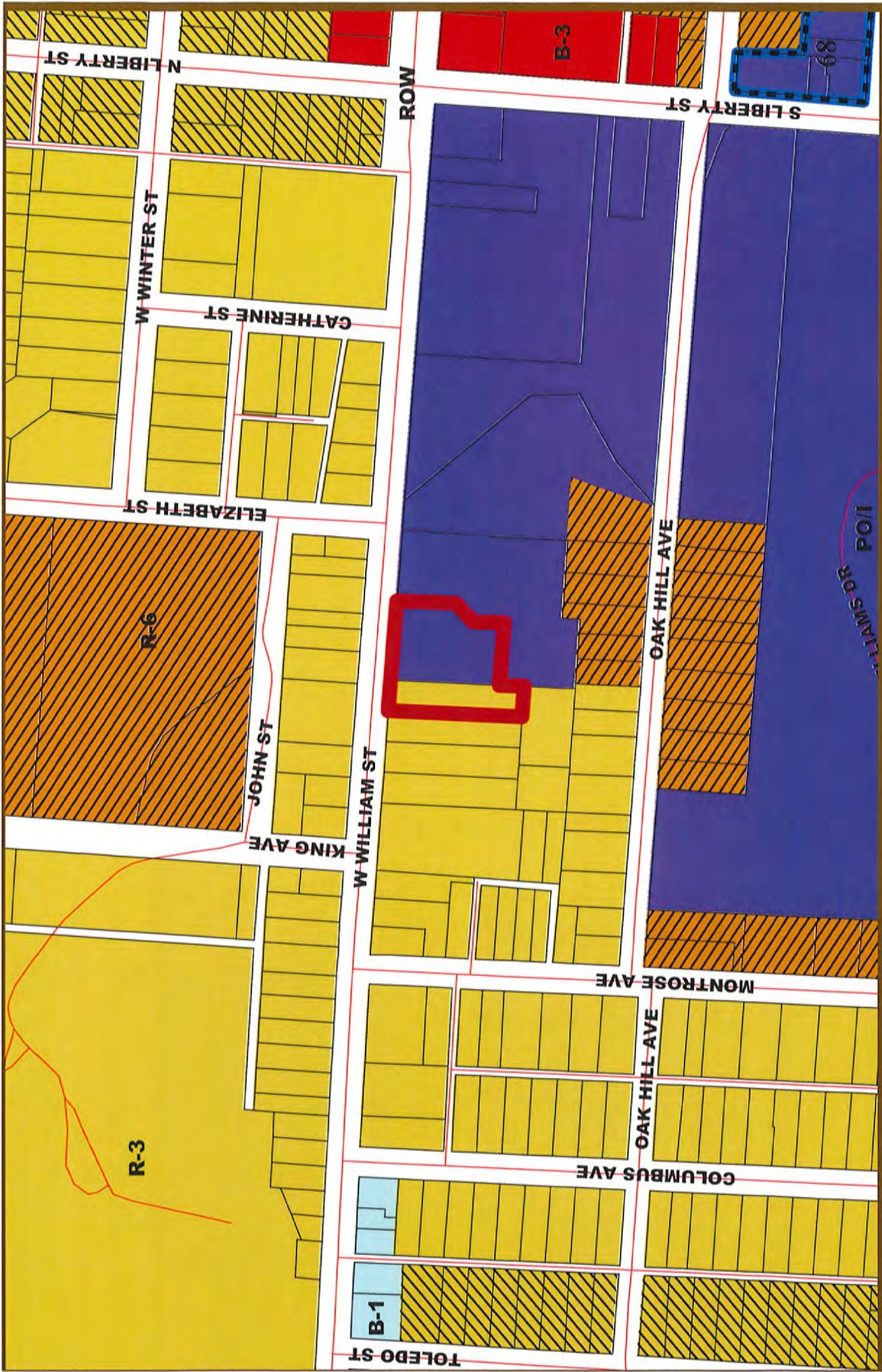
- (1) Street tree and front yard trees shall be required per the zoning code.
- (2) Foundation landscaping shall be required per the zoning code.
- (3) A six foot high solid wood fence shall be installed adjacent to the residentially zoned properties to the west and an eight foot high solid wood fence 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

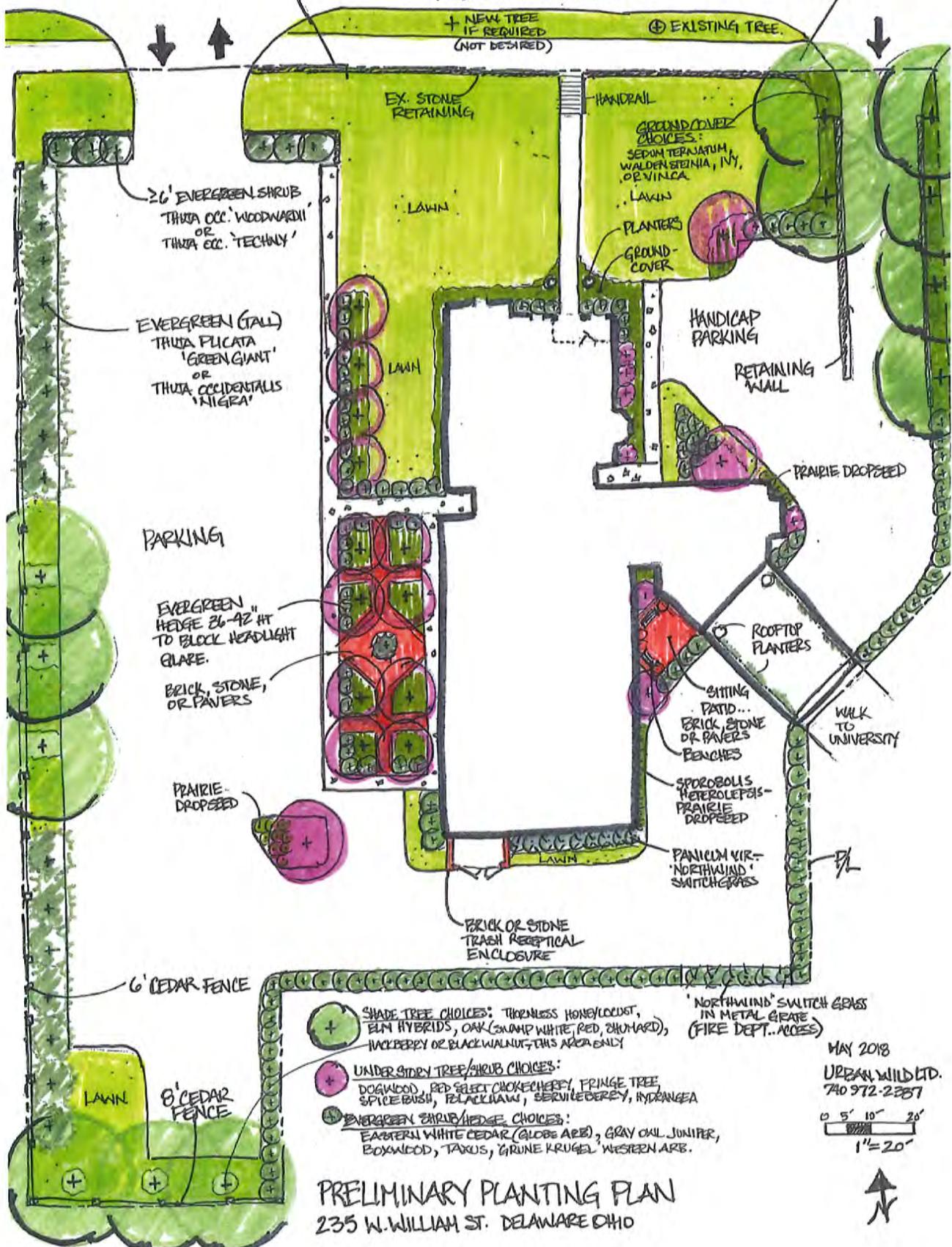


2018-1026-1028
 Rezoning Amendment, Conditional Use Permit,
 and Preliminary Development Plan
 The Wesleyan Inn - 235 and 239 West William Street
 Aerial (2016) Map



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

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

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

LAWN

PRAIRIE DROPSPEED

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

WALK TO UNIVERSITY

SPOROBIOLIS 'ETEROLEPIS'-
PRAIRIE DROPSPEED

PANICUM VIRG. 'NORTHWIND'
SWITCHGRASS

BRICK OR STONE TRASH RECEPTICAL ENCLOSURE

6' CEDAR FENCE

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

⊕ UNDERSTORY TREE/SHRUB CHOICES: DOGWOOD, RED SELET CHOCHECHERRY, FRINGE TREE, SPICE BUSH, BLACK HAWK, SERVICEBERRY, 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)

LAWN

8' CEDAR FENCE

MAY 2018

URBAN WIND LTD.
740 972-2387

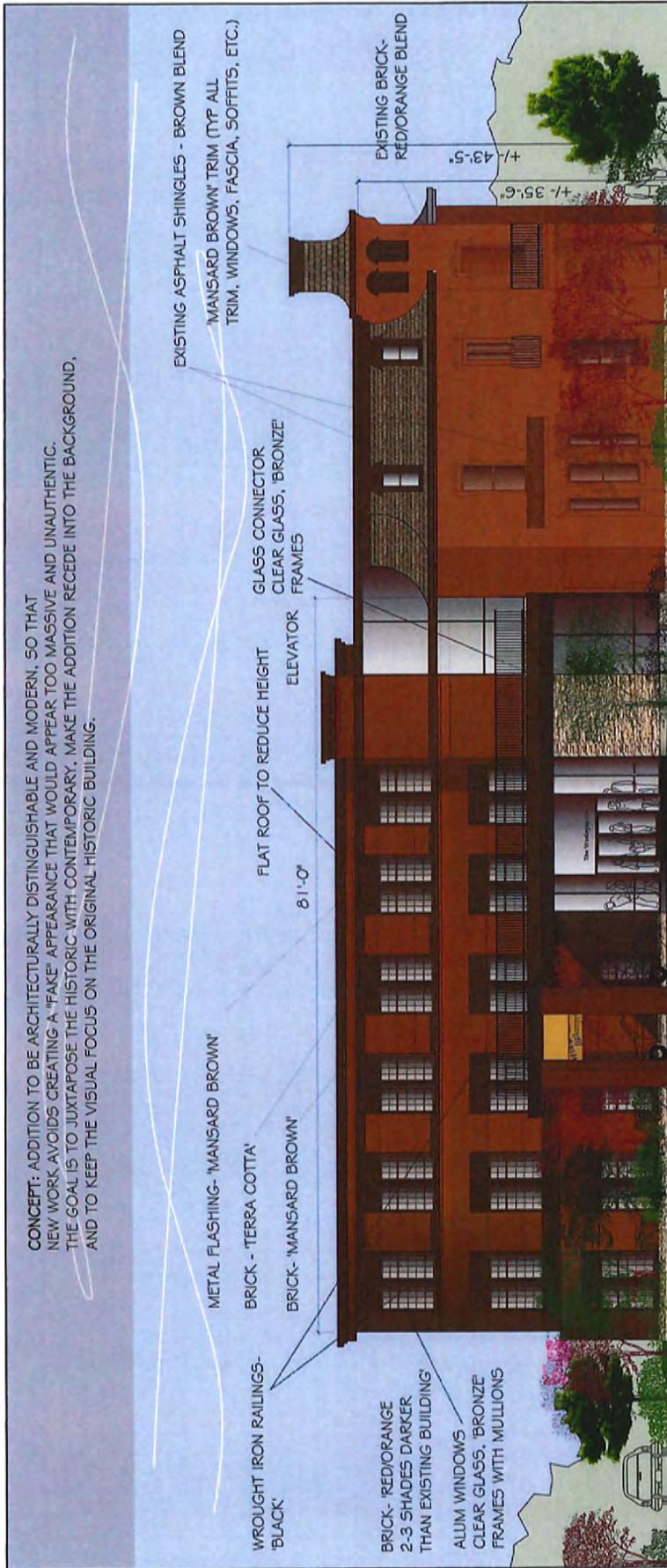
0 5' 10' 20'
1" = 20'

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

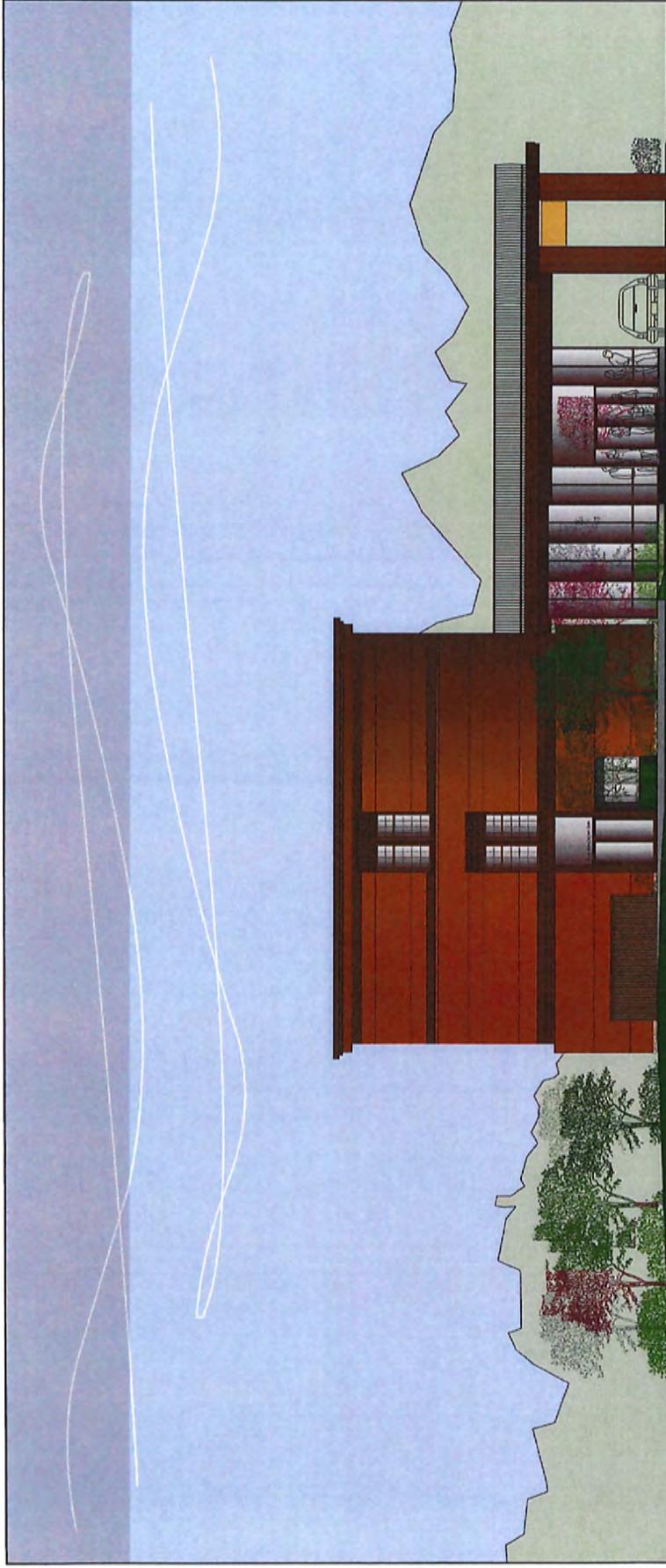


West Elevation

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

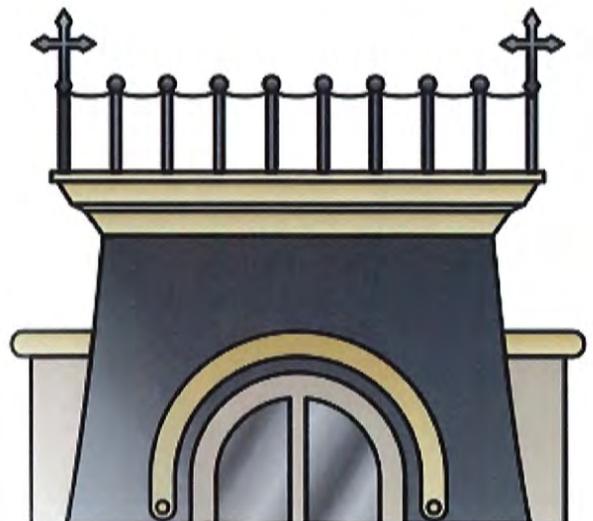
Canopy: The southeast end of new drive-through canopy shall contain a hanging sign above eye level. 5'-0" x 4'-0" H

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

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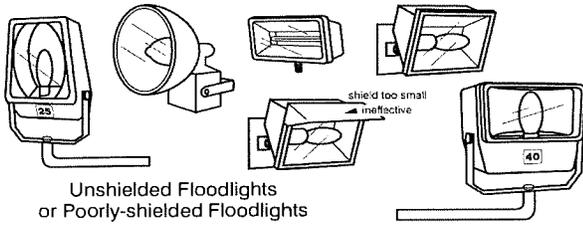
- Only be on when needed
- Only light the area that needs it
- Be no brighter than necessary
- Minimize blue light emissions
- Be fully shielded (pointing downward)

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.

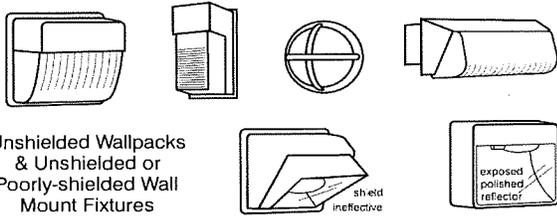
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

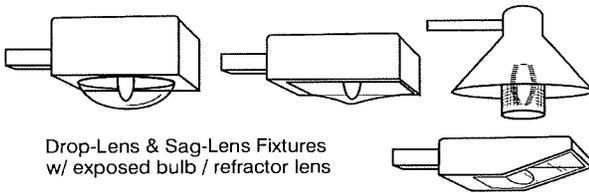
Fixtures that produce glare and light trespass



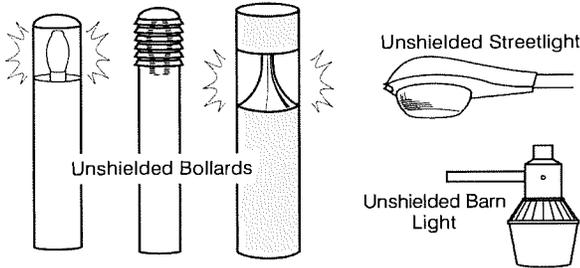
Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



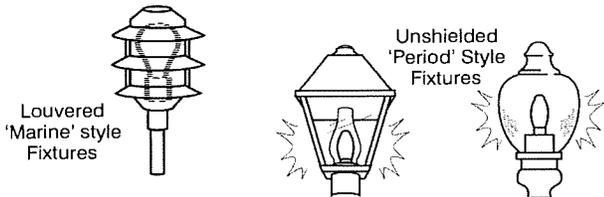
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens



Unshielded Streetlight

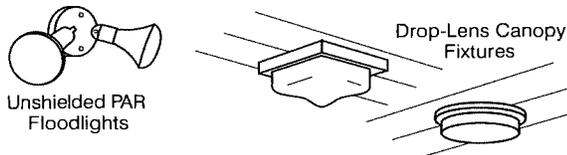
Unshielded Bollards

Unshielded Barn Light



Louvered 'Marine' style Fixtures

Unshielded 'Period' Style Fixtures

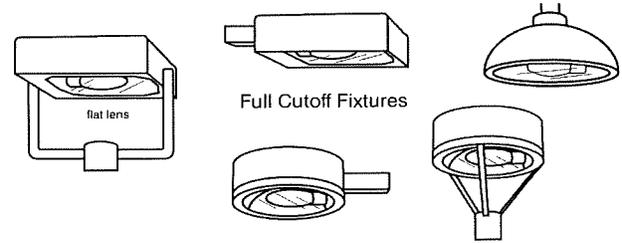


Unshielded PAR Floodlights

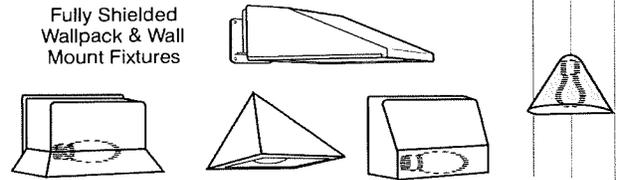
Drop-Lens Canopy Fixtures

Acceptable

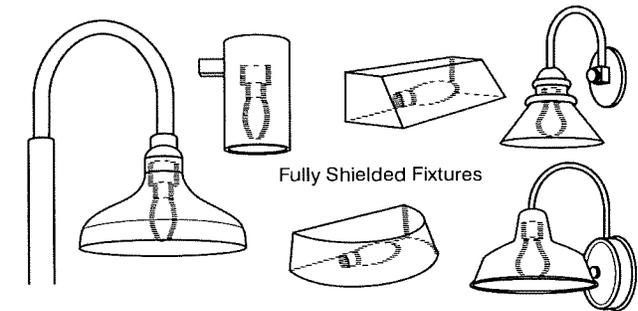
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



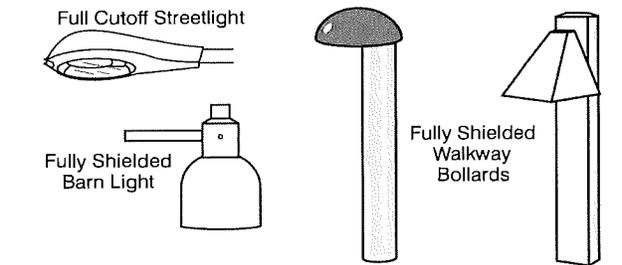
Full Cutoff Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



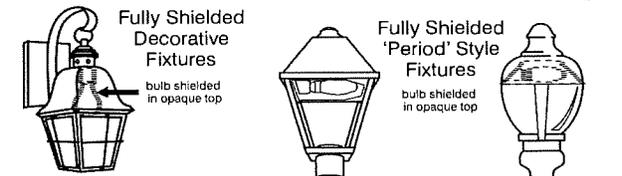
Fully Shielded Fixtures



Full Cutoff Streetlight

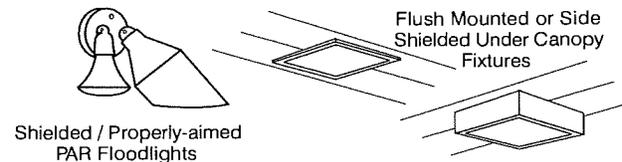
Fully Shielded Barn Light

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

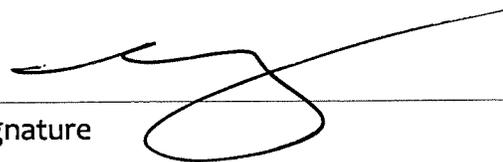
Christopher,

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.

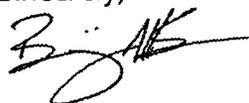
This letter is intended to affirm mutual understanding between you and Jim Manos. To express your understanding and agreement of these preliminary terms, please sign below and use the enclosed SASE to send this letter back to us. Upon signed remittance of this letter, we will begin drafting a formal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

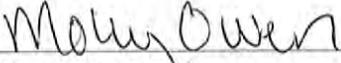
Molly B. Owen
232 W. William St.
Delaware, OH 43015

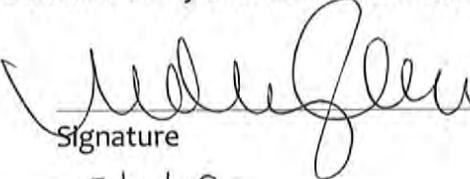
RE: The Wesleyan Inn

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

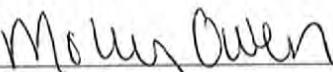
Molly,

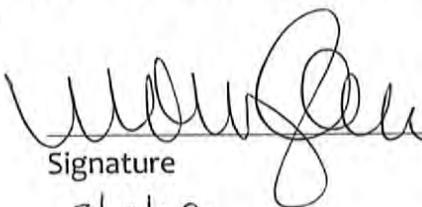
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Both alternatives are concepts being considered. Neither represents a final solution. With your support, we will continue to explore feasibility and engineering of a preferred alternative. The attached Illustration A shows conceptually what the bump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

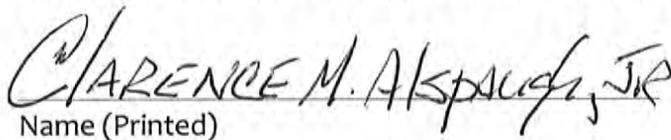
Clarence M., Jr. & Cleola E. Alspaugh
226 W. William St.
Delaware, OH 43015

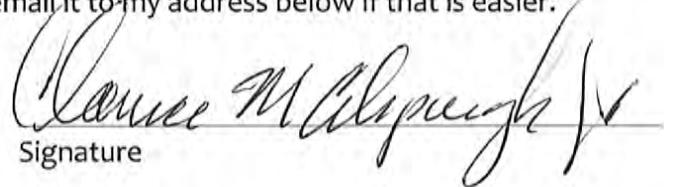
RE: The Wesleyan Inn

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):

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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

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

Help Save Our Neighborhood and Community

There is a city council meeting on Monday, June 25, at 7:45pm at Delaware City Hall.

If you can't come to the meeting, please let your voice be heard and call city council, or your city councilmen. You can also send an email or letter. City of Delaware phone: 740.203.1000, email emccloskey@delawareohio.net, she will get your emails to city council members.

The proposal is to rezone the residents at 239 West William Street to commercial from residential so that a new hotel can be build. Please come and let city council know we don't want our residential neighborhoods rezoned to commercial, and we don't want a 3-story hotel in our residential neighborhood. There are other locations for a hotel in town that would be better suited than building one in a residential neighborhood.

This development will only increase traffic with people trying to turn into and out of the facility. It will also increase noise in the area and trash, and increase the number strangers walking around our homes and families.

Let's stand up for our community and neighborhood and not let developers come in and destroy our peaceful residential neighborhoods.



FACT SHEET

AGENDA ITEM NO: 15

DATE: 07/09/2018

ORDINANCE NO: 18-61

RESOLUTION NO:

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:

AN ORDINANCE AMENDING ORDINANCE NO. 11-86 TO EXTEND THE PERMISSIBLE CLOSING DATE OF PROPERTY PREVIOUSLY OFFERED FOR SALE AT PUBLIC AUCTION.

BACKGROUND:

In ordinance 11-86, City Council authorized the sale of land not needed for any city purpose. The starting price at the auction was \$112,700 an acre. One bidder attended the auction and won with a bid at the starting price. The sale was never completed, in part because the city and the bidder were involved in negotiations over the interpretation of the pre-annexation agreement under which the property entered into the city. Those issues are now resolved and the city and bidder wish to proceed with the sale. Based on an appraisal obtained by the City, the purchase price remains the appropriate price for the property.

REASON WHY LEGISLATION IS NEEDED:

To complete the sale, Ordinance 11-86 has to be amended to extend the permissible closing date.

COMMITTEE RECOMMENDATION:

FISCAL IMPACT(S):

Completing the sale will \$568,684.20, which will be used to reimburse the NCA for the cost of constructing Glenn Road.

POLICY CHANGES:

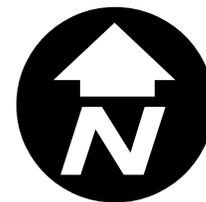
PRESENTER(S):

Darren Shulman, City Attorney

RECOMMENDATION:

ATTACHMENT(S)

Exhibit



TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: July 5, 2018

1. **Calendar**

See Attached

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

See Attached

3. **Bi-Weekly Meetings**

June 25

* Rotary

* Council Meeting

June 26

* Curbside Recyclables Meeting with City of Marion

* Shade Tree Commission Meeting

June 28

* Planet Oasis Press Conference

June 29

* Make-A-Wish Celebration

July 2

* Rotary

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 Finance Committee 3pm BZA 7pm-Cancelled	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-Cancelled	25 HPC 7pm	26	27	28
29	30	31				

CONTRACT APPROVAL – July 09, 2018

VENDOR	EXPLANATION OF AGREEMENT	2018 AMOUNT	DEPARTMENT
OE Meyer Co.	Cylinder Production Agreement-contract modified due to the City strike out that was signed on 4/15/18	No Change	Fire Department