

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

AGENDA

6:30 P.M. EXECUTIVE SESSION: pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance.

7:00 P.M. REGULAR MEETING

August 12, 2019

1. ROLL CALL
2. INVOCATION – Major Mark Larrick, Salvation Army
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held on July 22, 2019, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Acceptance of the Motion Summary of the Planning Commission meeting held on July 17, 2019, as recorded and transcribed.
 - B. Acceptance of the Motion Summary of the Public Works/Public Utilities Committee meeting held on May 5, 2019, as recorded and transcribed.
 - C. Establish August 26, 2019 at 7:30 p.m. as a date and time for a public hearing and second reading of Ordinance No. 19-47, an ordinance approving a Rezoning Amendment for J. Jill Properties LLC., for the Rice Building from B-3 (Community Business District) to B-2 (Central Business District) at 50 West William Street on approximately 0.119 acres.
 - D. Establish August 26, 2019 at 7:40 p.m. as a date and time for a public hearing and second reading of Ordinance No. 19-49, an ordinance approving a Rezoning Amendment for Makapa LLC., for Belle Common Business Park from R-3 I(One-Residential District) to R-3 PMU (One-Family Residential District with a Planned Mixed

Used Overlay District) on approximately 11.128 acres (Parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road and Ordinance No. 19-50, an ordinance approving a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Belle Commons Business Park on approximately 11.128 acres (Parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road.

6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. PRESENTATION
 - A. Update on 2020 Census – Chad Stover, Partnership Specialist for U.S. Census Bureau
9. SECOND READING of Resolution No. 19-34, a resolution accepting negotiated changes to the Fraternal Order of Police (FOP) patrol and supervisors agreements with the City of Delaware.
10. CONSIDERATION of Resolution No. 19-35, a resolution adopting policy concerning the establishment of honorary street names.
11. CONSIDERATION of Resolution No. 19-36, a resolution establishing honorary street designations of Elmer W.B. Curry and Rutherford B. Hayes in the City of Delaware for commemorative purposes.
12. CONSIDERATION of Resolution No. 19-37, a resolution indicating what services the City of Delaware will provide to 43.847± acres of land, more or less, description and map are attached hereto for the annexation known as the Evans Farm Delaware, LLC Annexation by Andrew Wecker, agent for the petitioners.
13. CONSIDERATION of Ordinance No. 19-44, an ordinance approving a Performance Based Economic Incentive Grant agreement with Classic Steel Body for lease assistance for a building at 437 Dunlap Street, and declaring an emergency.
14. CONSIDERATION of Ordinance No. 19-45, an ordinance amending the 2019 Appropriations Ordinance to provide funding for a Performance Based Economic Incentive grant to Classic Steel Body to assist with leasing the building before machinery and equipment arrives that will

allow the company to occupy the entire building at 437 Dunlap Street and declaring an emergency.

15. CONSIDERATION of Ordinance No. 19-46, an ordinance approving a Community Reinvestment Area Agreement and School Compensation Agreement with the Kroger Co., Delaware City Schools and Delaware Area Career Center for investment in real property improvements on their building and parcel at 2000 Nutter Farms Lane, Delaware, Ohio and declaring an emergency.
16. CONSIDERATION of Ordinance No. 19-47, an ordinance approving a Rezoning Amendment for J. Jill Properties LLC., for the Rice Building from B-3 (Community Business District) to B-2 (Central Business District) at 50 West William Street on approximately 0.119 acres.
17. CONSIDERATION of Ordinance No. 19-48, an ordinance approving a Combined Preliminary and Final Development Plan for J. Jill Properties LLC., for the Rice Building at 50 West William Street on approximately 0.119 acres and zoned B-2 (Central Business District).
18. CONSIDERATION of Ordinance No. 19-49, an ordinance approving a Rezoning Amendment for Makapa LLC., for Belle Common Business Park from R-3 (One-Residential District) to R-3 PMU (One-Family Residential District with a Planned Mixed Used Overlay District) on approximately 11.128 acres (Parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road.
19. CONSIDERATION of Ordinance No. 19-50, an ordinance approving a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Belle Commons Business Park on approximately 11.128 acres (Parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road.
20. CONSIDERATION of Ordinance No. 19-51, an ordinance approving a Preliminary Development Plan for Makapa LLC., for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed use Overlay District) and located on the north side of Belle Avenue and on the east side of Liberty Road.
21. CONSIDERATION of Ordinance No. 19-52, an ordinance approving a Preliminary Subdivision Plat for Makapa, LLC., for Belle Commons

Business Park on approximately 11.128 acres on property zoned R-3 (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and on the east side of Liberty Road.

22. DISCUSSION and UPDATE ITEMS:
 - A. Discussion of Rule Suspension Guidelines
 - B. Update of YMCA/City Recreation Agreement
23. CITY MANAGER'S REPORT
24. COUNCIL COMMENTS
25. ADJOURNMENT

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held

July 22

20

19

The regular meeting of Council held July 22, 2019 was called to order at 7:00 p.m., in the City Council Chambers. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Jim Browning, Fourth Ward Kyle Rohrer, At-Large George Hellinger, Vice-Mayor Shafer, and Mayor Carolyn Kay Riggle, who presided. The invocation was given by Nicol Ghazi of the Islamic Center of Delaware County, followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney, Bill Ferrigno, Public Works Director/City Engineer, Sean Hughes, Economic Development Director, Dean Stelzer, Finance Director, Dave Efland, Planning and Community Development Director, Kyle Kridler, 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 July 9, 2019, as recorded and transcribed.

Motion: Mr. Browning motioned to approve the Motion Summary of the regular meeting of Council held July 8, 2019, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 5: CONSENT AGENDA

- A. Acceptance of the Motion Summary of the Board of Zoning Appeal meeting held on April 10, 2019, as recorded and transcribed.
- B. Acceptance of the Motion Summary of the Planning Commission meeting held on June 5, 2019, as recorded and transcribed.
- C. Resolution No. 19-32, 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 34), and to execute contracts as required for the Belle Avenue Resurfacing and West William Street (US 36) Base Repair Project.
- D. Resolution No. 19-33, 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 pavement resurfacing and rehabilitation of Belle Avenue and West William Street (Round 34 Application).

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

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

PUBLIC COMMENT:

Hong Nguyen
128 Bridgeport Way
Delaware, Ohio 43015

Ms. Nguyen read a statement into the record and provided the Clerk a copy of the statement. She voiced concerns over music playing during Fourth of July celebrations, First Friday's and the need to encourage more local vendors, local taxes, energy conservation and the need for more sustainable energy, and the need for affordable housing and a homeless shelter.

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ITEM 7: COMMITTEE REPORT

ITEM 8: PRESENTATION

A. Update from the Delaware General Health District – Sheila Hiddleston, Health Commissioner

Ms. Hiddleston discussed the upcoming plans to move locations, a report on overdose deaths, and mosquito illness statistics. She discussed the T21 Bill that was approved for the State of Ohio which requires individuals to be 21 years or older to purchase tobacco products.

ITEM 9: DIRECTOR UPDATE

A. Sean Hughes, Economic Development Director

ITEM 10: ORDINANCE NO. 19-38 [Second Reading]

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENT.

The Clerk read the ordinance for the second time.

Motion: Mr. Jones motioned to suspend the rules for Ordinance No. 19-38, seconded by Vice-Mayor Shafer. Motion approved with a 7-0 vote.

Motion: Mr. Jones motioned to adopt Ordinance No. 19-38, seconded by Vice-Mayor Shafer. Motion approved with a 7-0 vote.

ITEM 11: ORDINANCE NO. 19-39 [Second Reading]

AN ORDINANCE SUPPLEMENTING THE 2019 APPROPRIATIONS ORDINANCE IN THE AMOUNT OF \$10,000 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE INTO AN AGREEMENT TO PARTICIPATE IN A REGIONAL HOUSING STRATEGY.

The Clerk read the ordinance for the second time.

Motion: Mr. Jones motioned to suspend the rules for Ordinance No. 19-39, seconded by Vice-Mayor Shafer. Motion approved with a 7-0 vote.

Motion: Mr. Jones motioned to adopt Ordinance No. 19-39, seconded by Vice-Mayor Shafer. Motion approved with a 7-0 vote.

ITEM 12: RESOLUTION NO. 19-34 [First Reading]

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE FRATERNAL ORDER OF POLICE (FOP) PATROL AND SUPERVISORS AGREEMENTS WITH THE CITY OF DELAWARE.

The Clerk read the resolution for the first time. Council to take Resolution No. 19-34 to a second reading.

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Held

July 22

20 19

ITEM 13: ORDINANCE NO. 19-43 [First Reading]

AN ORDINANCE FOR STRONGHOLD CONSTRUCTION APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR STRONGHOLD INDUSTRIAL PARK LOCATED AT 1327 LONDON ROAD ON APPROXIMATELY 6.2 ACRES ZONED M-2 (GENERAL MANUFACTURING DISTRICT).

The Clerk read the ordinance for the first time.

APPLICANT:

Doug Kuepfer
Stronghold Construction
35 Grace Drive
Powell, Ohio

Motion: Mr. Jones motioned to suspend the rules for Ordinance No. 19-43, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mr. Jones motioned to adopt Ordinance No. 19-43, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 14: ETHICS TRAINING FOR ELECTED OFFICIALS

Mr. Shulman provided the training for Council.

ITEM 15. FINANCE DIRECTOR'S REPORT

ITEM 16: CITY MANAGER'S REPORT

Mr. Homan provided a reminder that the YMCA Advisory Board will have a meeting on July 23. He discussed the upcoming Ironman event and how the public will be notified of street closures through Ironman staff and the City.

ITEM 17: COUNCIL COMMENTS

Mrs. Keller questioned how the DORA event went at the recent car show. Staff informed that there were no incidents. The DORA was not readily used at the car show due to the excessive heat. Mayor Riggle and reported that some businesses seemed to not know that there was a DORA event and discussed how we can improve communication. Mrs. Keller discussed expanding the DORA to be held on all Friday and Saturdays.

Mr. Browning informed Council that he will not be seeking reelection this November.

Mr. Hellinger discussed his concerns regarding the American flags that were hung over the bike path and the need for a city policy on what can be placed on city property, who is responsible for the maintenance and the duration. Mr. Shulman discussed if an area is open for expression then the City cannot discriminate on others right to free speech. He discussed that the City can make the decision and that he can help draft a policy. Vice-Mayor Shafer discussed that the American Flag flies on all government flags. Mrs. Keller thanked Mayor Riggle for hanging the flags and felt it showed community pride.

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BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held July 22 2019

Motion: Mrs. Keller motioned that the Mayor may hang the flag of our nation, that people have fought for and died anywhere and anytime. This motion was not seconded.

Mr. Hellinger discussed how the banners flown in the downtown area has a policy and barrier to entry. Mayor Riggle discussed that she paid privately for the flags and hung them up on her time.

Vice-Mayor Shafer discussed the state passed law for vehicle registration fee to help with road maintenance. He recommended a resolution to start the process for the City of Delaware.

ITEM 18: ADJOURNMENT

Motion: Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 8:46 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

PLANNING COMMISSION
July 17, 2019
MOTION SUMMARY

ITEM 1. Roll Call

Chairman Simpson called the meeting to order at 6:30 p.m.

Members Present: Robert Badger, Jim Halter (arrived at 6:45 p.m.), Mayor Carolyn Kay Riggle, Andy Volenik, Vice-Chairman George Mantzoros, and Chairman Stacy Simpson

Members Absent: Dean Prall

Staff Present: Jonathan Owen, Project Engineer and Lance Schultz, Zoning Administrator

Motion to Excuse: Mr. Badger motioned to excuse Mr. Halter and Mr. Prall, seconded by Mr. Volenik. Motion approved by a 6-0 vote.

ITEM 2. ELECTION OF OFFICERS

- A. Chairperson
- B. Vice-Chairperson

Motion: Mr. Badger motioned to nominate Mr. Simpson as Chairperson and Mr. Mantzoros as Vice-Chairperson. Mr. Simpson and Mr. Mantzoros voiced no objection to the nomination and there were no other nominations. This motion was seconded by Mr. Mantzoros. Motion approved by a 5-0 vote.

ITEM 3. APPROVAL of the Motion Summary of the Planning Commission meeting held on May 1, 2019, as recorded and transcribed.

Motion: Mayor Riggle motioned to approve the Motion Summary for the Planning Commission meeting held on June 5, 2019, as recorded and transcribed, seconded by Vice-Chairman Mantzoros. Motion approved with a 4-0-1 (Badger) vote.

ITEM 4. REGULAR BUSINESS

- A. 2019-1389: A request by Stronghold Construction for approval of a Combined Preliminary and Final Development Plan for Stronghold Industrial Park located at 1327 London Road on approximately 6.2 acres zoned M-2 (General Manufacturing District).

Anticipated Process

- a. Staff Presentation

Mr. Schultz provided a staff update to the Commission. He included the location of the property and current zoning. He discussed that the majority of the site is located in the Airport Overlay District. He discussed the plan for the owner to relocate his current business into this location and information was provided on the single family resident on the property that is expected to remain and has a current tenant. Information was provided regarding access to the sign from a single realigned curb cut from London Road. The western portion of the site fronting London Road would remain vacant and potentially have future expansion. The applicant is proposing a 10,000 square foot office/warehouse building and 3,600 square foot storage building along with the existing single family residence.

b. Applicant Presentation

APPLICANT:

Doug Kuepfer
Stronghold Construction
35 Grace Drive
Powell, Ohio

Chris Tebbe
Tebbe Civil Engineering, LLC
5792 Gaelic Court
Dublin, Ohio 43016

Mr. Tebbe discussed the “Determination of No Hazard to Air Navigation” approval that will need received from the FAA and the requirement to get permission for use of a crane during construction.

c. Public comment (not a public hearing)

There was no public participation.

d. Commission Action

Mr. Halter arrived at 7:45 p.m. prior to the vote. He informed the Commission that he was abstaining from the vote due to his late arrival.

Motion: Mr. Badger motioned to approve 2019-1389, along with all staff conditions and recommendations, seconded by Mr. Volenik. Motion approved by a 5-0-1 (Halter) vote.

ITEM 5. PLANNING DIRECTOR’S REPORT

Mr. Schultz provided an update on the Planning Department's move to the second floor of the City Hall Annex building.

ITEM 6. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Volenik thanked staff for the efforts.

Vice-Chairman Mantzoros questioned staff on upcoming development. Mr. Schultz discussed tentative August 7 agenda items.

Chairman Simpson questioned what business was going into the former Goodyear Tire store on Sandusky Street. Mr. Schultz replied that the building would be used by another auto store.

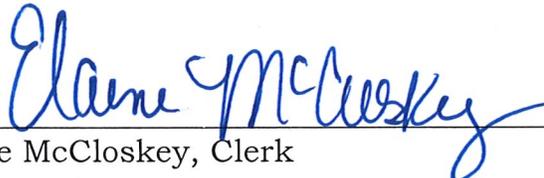
ITEM 7. NEXT REGULAR MEETING: August 7, 2019

ITEM 8. ADJOURNMENT:

Motion: Chairman Simpson moved for the Planning Commission meeting to adjourn. The meeting adjourned at 6:54 p.m.



Chairperson



Elaine McCloskey, Clerk

**PUBLIC WORKS/PUBLIC UTILITIES COMMITTEE
MOTION SUMMARY
May 7, 2019**

ITEM 1. Roll Call

The Clerk called the meeting to order at 6:15 p.m.

Members Present: Vice-Chairman Jim Browning and Chairman Chris Jones

Members Absent: Councilmember George Hellinger

City Staff Present: Bill Ferrigno, Public Works Director/City Engineer and Charles Dukes, Public Works Superintendent

ITEM 2. APPROVAL of the Motion Summary of the Public Works/Public Utilities Committee meeting held February 6, 2018 as recorded and transcribed.

Motion: Vice-Chairperson Browning moved to approve the Motion Summary of the Public Works/Public Utilities Committee meeting held February 6, 2018, seconded by Chairman Jones. Motion approved by a 2-0 vote.

ITEM 3. PUBLIC COMMENTS

Public Participation:

Brett Latta
376 North Sandusky St.
Delaware, Ohio

Mr. Latta questioned the timeline for road work on Union Street and traffic control measures. Mr. Ferrigno addressed Mr. Latta's concerns and provided information on the timeline and traffic control. Mr. Latta also informed staff that the signage on Panhandle Bridge is incorrect and it is not a national scenic river.

ITEM 4. UPDATE on Improvements to Shortcut Alley – Main Street Delaware

PRESENTORS:

Susie Bibler,
Executive Director, Main Street Delaware
20 East Winter Street
Delaware, Ohio

Zach Price

Board Member, Main Street Delaware
328 North Liberty Street
Delaware, Ohio

Mrs. Bibler and Mr. Priced discussed the parking study that was completed for the downtown area and that park of the study focused on downtown walking areas. One area of focus that was identified for improvements was Short Cut Alley. Mrs. Bibler discussed efforts to have graffiti in this area removed. Mr. Priced reviewed the conceptual design and the plans to run a donation campaign for funding the project. He discussed a portion of cost for sidewalk repairs to the City and the different materials that could be used. Mr. Ferrigno recommended that work be outsourced to keep cost down. He discussed the option to request a supplemental appropriation or to add into the CIP. Chairman Jones and Vice-Chairman Browning both voiced their support for a supplemental for the project.

Motion: Vice-Chairman Browning recommended that the Shortcut Alley proposal be presented at the June Council meeting and provide additional background information and quotes, seconded by Chairman Jones. Motion approved by a 2-0 vote.

ITEM 5. DISCUSSION on Franklin Parking Lot – Dumpster Urban Art Project

Mr. Ferrigno discussed the screening option of dumpsters compared to public art on dumpsters. He discussed that due to conflict with business owners over dumpsters that the dumpsters in the lot were moved to one central area and that has helped to alleviate some issues. Mr. Jones requested input from Main Street Delaware on their preference of public arts on dumpsters. Mrs. Bibler and Mr. Price voiced their preference for the public art concept. Mrs. Bibler discussed that the Design Committee has recommended more public art areas in the downtown area and Mr. Price discussed the use of public art in the Short North area. Mr. Ferrigno discussed that there is less violations of dumping and throwing trash on the ground when not enclosed. Chairman Jones and Vice-Chairman Browning voiced their preference of the public art in this area.

ITEM 6. DISCUSSION of 5 Year Resurfacing Program – Local Street Approach

Mr. Ferrigno discussed how the recently approved State Gas Tax will affect the program as well as additional funding approved by Council to pave some local streets. The streets will be grouped in the same area to keep cost down. He reviewed roads projected to be completed in 2019 and 2020.

Chairman Jones requested a break at 6:50 p.m. and reconvened the meeting at 6:51 p.m.

ITEM 7. DISCUSSION of 2019 Pavement Base Repair and Patching Program

Mr. Dukes discussed that street crews have started 10 hour shifts to have more productivity throughout the construction season and have identified 3275 square yards of base repair work that is needed, mainly on William and Central.

ITEM 8. REVIEW of 2019 Capital Improvement Projects – Schedule and Prioritization

Mr. Ferrigno provided a list of projects.

ITEM 9. DISCUSSION of Side Walk Maintenance Program

Mr. Ferrigno discussed that the SafeWalks Program was completed in 2016 and that there is still needs for repairs. He discussed looking at sidewalk repairs needs in conjunction with street repairs. As streets are identified for needs for repairs, staff will assess the sidewalk needs.

ITEM 10. DISCUSSION of Curb Repairs – Cost, Approach, & Funding

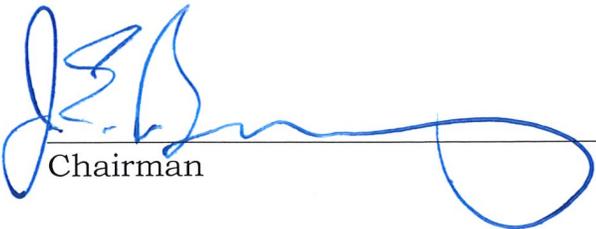
Mr. Ferrigno discussed that there is lack of money to repair curbs and the need to educate homeowners and HOA's that the curb is not the responsibility of the City and that there is not funding available. He discussed having Access Delaware to help communicate this issue to the public.

ITEM 11. STAFF COMMENTS

ITEM 12. MEMBER COMMENTS

ITEM 13. ADJOURNMENT

Motion: Vice-Chairman Browning motioned to adjourn the Public Works/Public Utilities Committee meeting. The meeting adjourned at 7:05 p.m.


Chairman

Elaine McCloskey
Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: 9

DATE: 08/12/2019

ORDINANCE NO:

RESOLUTION NO: 19-34

READING: SECOND

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 FRATERNAL ORDER OF POLICE (FOP) PATROL AND SUPERVISORS AGREEMENTS WITH THE CITY OF DELAWARE.

BACKGROUND:

The City and the FOP patrol and supervisors groups have reached a tentative agreement requires council approval to become effective. The changes, attached to this item, can be summarized as follows: The contract includes a 3%, 3%, 3% wage package. The move to step 2 in the pay plan has been adjusted to align with when the officer completes the Field Training Officer Program, which is when the officer starts working on his or her own. In cases where an officer is hired without his or her certification, this would push the increase back by about four months. In cases where an officer already has his or her certification, the raise would come sooner. This additional cost is offset by the savings in not having to pay the officer's salary while he or she is in the academy.

The contract also includes some cleanup language, such as allowing an officer to use compensatory time for approved leave on a holiday, addressing what happens when an officer is subpoenaed on his/her vacation, and compensating an officer in charge at the third step of the supervisors rate, which aligns with longtime practice but not the contractual language.

Finally the agreement continues the existing wellness program until 2021, unless a replacement program is agreed to before then.

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The contract includes a 3%, 3%, 3% wage package.

POLICY CHANGES:

PRESENTER(S):

Darren Shulman, City Attorney

RECOMMENDATION:

ATTACHMENT(S)

Revised Articles

RESOLUTION NO. 19-34

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE FRATERNAL ORDER OF POLICE (FOP) PATROL AND SUPERVISORS AGREEMENTS WITH THE CITY OF DELAWARE.

WHEREAS, the existing contracts with the FOP patrol and supervisors units expired on June 25, 2019; and

WHEREAS, adoption of the new negotiated contracts with the FOP employees, effective June 26, 2019, requires approval of a majority of City Council members and a majority of members of the FOP units; and

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

SECTION 1. The negotiated changes to the contracts between the City of Delaware and the Fraternal Order of Police (FOP) patrol and supervisors units are hereby accepted.

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

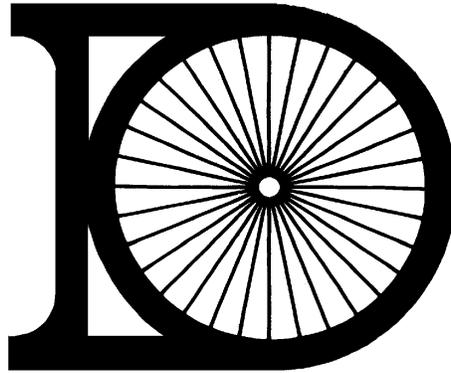
PASSED: _____, 2019

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

AGREEMENT BETWEEN THE CITY OF DELAWARE



**AND THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**



**ON BEHALF OF THE PATROL OFFICERS'
BARGAINING UNIT
OF THE POLICE DEPARTMENT OF THE
CITY OF DELAWARE**

**EFFECTIVE DATES
JUNE 26, 2019 - JUNE 25, 2022**

ARTICLE 6

DUES

Section 1. Labor Council Dues Deductions.

The City agrees to deduct from the wages of any employee who is a member of the Labor Council, all Labor Council membership dues uniformly required. The Labor Council will notify the City from time to time of the dues it charges and its current membership. ~~All members of the Bargaining Unit shall either become dues paying members of the F.O.P. Ohio Labor Council or, as a condition of continued employment, remit to the Labor Council a fair share fee in amount set from time to time by the Labor Council 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 Labor Council. Nothing in this section shall be construed to require any employee to become a member of the Labor Council.~~ The Labor Council agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues ~~and fair share fees~~ collected shall be paid over by the employer once each month to the F.O.P. Ohio Labor Council at 222 E. Town Street, Columbus, Ohio 43215.

Section 2. F.O.P. Dues Deductions.

The City will deduct from the wages and turn over to the appropriate designated officer of the local Fraternal Order of Police, Delaware County Lodge, the regularly monthly F.O.P. 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 F.O.P. to agree to hold the City harmless for any payment made to the F.O.P. by the City during the term of this voluntary assignment. The amount deducted from the employee's paycheck with regard to the local dues which are

voluntarily authorized shall be turned over to the F.O.P. Delaware County Lodge no later than thirty (30) days following such deduction.

Section 3. 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.

Section 4. Bulletin Boards.

The F.O.P. shall be provided an F.O.P. bulletin board at Police headquarters. F.O.P. bulletins and F.O.P. material only will be permitted to be posted on this board.

Section 5. Ballot Boxes.

The F.O.P. shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Police headquarters up to four times per calendar year for the purpose of collecting members' ballots on all F.O.P. issues subject to ballot. Such boxes shall be the property of the F.O.P. and neither the ballot boxes nor their contents shall be subject to the Department's review.

Section 6. Bargaining Unit Meetings.

The F.O.P. shall be permitted, upon prior written request to the Chief of Police, to hold meetings, for F.O.P. members employed by the City of Delaware, at Police Headquarters or City Council Chambers. 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 F.O.P. to use the requested location on the date and at the time specified in the F.O.P. request provided the location is not otherwise in use. However, under no circumstances will F.O.P. 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 48-hour notice period, is needed for City business, then the permission will be revoked. In the event the permission must be revoked, the City will, if possible, give the F.O.P. at least twelve (12) hours notice of the revocation. If it is impossible to give twelve (12) hours notice, the City will give the F.O.P. as much notice as is possible.

Section 7. Use of Intra-Departmental Mails.

The F.O.P. shall be permitted to utilize the intra-departmental mail boxes and email for the purpose of providing information pertaining to F.O.P. business or Bargaining Unit representation, to Bargaining Unit members. The F.O.P. agrees that the use of the mail boxes and email will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P. business or Bargaining Unit representation. The City reserves the right to deny such access in the event that the use of such boxes or email interferes with the business of the City or the Police Department by restricting access to such boxes or email for City or Police Department business. All mail placed into the mail boxes by the F.O.P. shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subjected to the City's review. Email will be subject to current City policy and procedures.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

- A. No bargaining unit member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause. Both parties further agree that records of Instruction and Cautioning and Written Reprimands are subject to the grievance process up to the City Manager level. All other grievances are subject to the full grievance process.
- B. The City agrees to follow the principle of progressive corrective action. The Chief of Police 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.
- C. **Use of Prior Discipline.**
In assessing proper levels of discipline, the City will take into account the length of time since any previous discipline or offenses have occurred. Records of instruction and cautioning will not be used as a basis for further discipline one (1) year or more after issuance, if no further discipline has occurred. Records of written reprimand will not be used as a basis for further discipline two (2) years or more after issuance if no further discipline has occurred. All other forms of discipline shall be removed from the personnel file upon a Member's request three (3) years from the date of issuance if no further discipline has occurred. Providing there has been no intervening discipline, discipline records after the 1, 2 or 3 year period shall be removed from the file and disposed of or maintained in accordance with the City's public records retention schedule then in effect.
- D. **Review of Personnel Files.**

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 shall be made to the Chief of Police directly and review shall be made in the presence of the Chief or his designated representative.~~ Upon a **third party** request for a police officer's file, the City will notify the Chief of Police or his/her designee, or the office of the Chief of Police, that such a request has been made. The City will use reasonable efforts to make this contact before such release of requested information, however, both parties recognize this may not always be possible. The City shall comply with all applicable laws on this subject. The parties recognize that the City may be required to disclose information from a member's personnel file pursuant to State or Federal laws and current court decisions, and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement. The City also agrees that they will notify the member in writing of any such disclosures. Any member may copy documents in his/her file.

E. 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 made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he signs it.

F. 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's content and disposed in accordance with the City's public records retention schedule then in effect. A member shall have the right to attach a rebuttal or explanation statement to any document in his personnel file. The official personnel file of all members is kept at the Department of Administrative Services.

ARTICLE 14

WAGES

Section 1. Pay Ranges and Rates. For the dates specified below, the new pay rates are effective for the pay period including the date. The following pay rates, reflecting a ~~1.9~~ **3%** increase for ~~2017~~ **2020**, and a ~~2~~ **3%** increase for ~~2018-2021~~ and a ~~2~~ **3%** increase for ~~2019~~ **2022** will be paid members.

	Step 1	Step 2	Step 3	Step 4	Step 5
Eff. 1/1/2020	\$28.72	\$30.52	\$32.70	\$38.30	\$40.02
	\$59,737.60	\$63,481.60	\$68,016.00	\$79,664.00	\$83,241.60
Eff. 1/1/2021	\$29.58	\$31.43	\$33.68	\$39.44	\$41.22
	\$61,526.40	\$65,374.40	\$70,054.40	\$82,035.20	\$85,737.60
Eff. 1/1/2022	\$30.47	\$32.38	\$34.69	\$40.63	\$42.45
	\$63,377.60	\$67,350.40	\$72,155.20	\$84,510.40	\$88,296.00

Section 2. Pension “Pick-Up”.

Effective on a date to be determined the City will **no longer** pick up (assume and pay) any portion of the employee contribution to the Police and Fire Pension Fund.

Section 3. Application of Hourly Rates

The hourly rates as set forth under this section are based on a 40-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.

ARTICLE 15

PAY PLAN ADMINISTRATION

Section 1.

The police pay plan shall consist of five (5) individual steps within a single pay grade through which police officers shall move laterally (from Step One to Step Five) as depicted below:

The Chief of Police and Department of Administrative Services shall determine the entrance level and minimum salary for each Police Officer.

A. When a Police Officer is hired at Step 1, the following occurs:

- Police Officers shall advance to Step Two (2) on the first day of the pay period following completion of **the Field Training Officer (FTO) program** ~~six (6) months of continuous service at the Step One (1) level.~~
- Police Officers shall advance to Step Three (3) on the first day of the pay period following successful completion of the probationary period.
- Police Officers 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.
- Police Officers 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.

B. When a Police Officer is hired higher than Step 1, the following occurs:

- Police Officers shall advance to the next scheduled step on the first day of the pay period following completion of **their probationary period** ~~one (1) year of continuous service at the previous step level.~~

- C. The date upon which Police Officers officially earns compensation shall constitute the Police Officers hire date and shall serve as the basis upon which any accrual of salary and/or benefits provided under this Agreement are calculated.
- D. 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.
- E. 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.
- F. Salary step advancements prescribed in this article shall occur automatically with regard to Police Officers.
- G. Members who are required to perform the duties of the Sergeant's classification will receive compensation for the time performing these duties at the step **three (3) ~~one (1)~~** Sergeant's rate. The additional compensation, over and above the top patrolman's rate, will be paid at the step **three (3) ~~one (1)~~** Sergeant's rate. With respect to the second and third shifts, this provision shall apply automatically anytime a sergeant is not on duty.
- H. Members serving as a Field Training Officer (FTO) shall be paid one (1) hour of compensatory time for each work day served in said capacity.

Section 2. Specifications of the Pay Plan.

Notwithstanding the foregoing provisions of Section 1 above, the rate of pay for members affected by personnel actions listed below shall be as follows:

- A. **Disciplinary Demotion.** Whenever a member is demoted for disciplinary reasons, he shall be paid at the applicable step based on years of service.

B. **Voluntary or Disability Demotion.**

- (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
- (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected disability, he shall be paid at the top step in the lower pay grade.
- (3) Whenever a member is terminated due to either a 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, the rate of pay of the member shall be established as provided in (1) above.
- (4) Whenever a member is given a demotion due to a disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

C. **Reappointment.** Whenever a member is reappointed to a position where he previously held regular full-time status, his rate of pay shall be at the step and grade at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.

D. **Re-employment.** Whenever a member is reemployed by the City, his rate of pay shall be at the step and grade at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 1. Definition.

The workweek shall consist of 40 hours per week (five 8-hour work days or four 10-hour work days) or a section 207(k) system authorized by the Fair Labor Standards Act. While the current (4-2) 207(k) system is in effect, two scheduled days off a year will be rescheduled as work days with the intent that these will be used by the City as training days. In lieu of using two scheduled days off per year for training purposes, a member may be required to forfeit up to 16 hours of banked time on the last pay period of the year. The City may change to a work week of five 8-hour work days or four 10-hour work days at its sole discretion. If the City contemplates a change to a different 207(k) system, the City will meet and confer with the F.O.P. in an effort to reach agreement on the schedule. Any change in the schedule will be made with three (3) months notice to members.

Absent emergency conditions requiring otherwise, days off shall always be consecutive days, though not necessarily in the same workweek. The City will make every effort to insure each Member is able to take a thirty (30) minute lunch period while on duty, as calls for services and usual and emergency duties allow. The City retains full discretion in this matter. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of 40 hours and a work year of 2,080 hours

Section 2. Work Schedule.

The City recognizes the benefit to be achieved from advanced notice of scheduling and, accordingly, agrees that, unless unusual circumstances prohibit, the work schedule for the bargaining unit members will be posted at least six (6) weeks prior to the implementation of the schedule. Also, if changes in the posted work schedule become necessary, the effected members will be notified of such changes as far in advance as possible.

Section 3. Overtime.

Members shall be compensated at straight-time rates for all hours in paid status, except that all hours in paid status in excess of the hours of their regularly scheduled work day in any day shall be compensated for at a rate of time and one-half. Payment shall be made for any overtime due at the time of separation from City service.

Section 4. Overtime Policy.

It shall be the policy of the Administration to avoid overtime work except when absolutely necessary. If overtime is worked without the advance authorization of the appropriate supervisor, except that in an emergency or an ongoing incident that extends past a Member's shift such authorization may be granted subsequently, the member shall be subject to discipline up to and including termination.

Section 5. Report in Pay/Call in Pay/Court Pay.

1. When a member is ordered or called to report for work outside of a regular scheduled shift, he shall be paid three (3) times his base hourly rate for the first hour and one and one-half (1 ½) times his base hourly rate for all other hours worked for which he is ordered or called to work (including off-duty court appearances).
2. When a member is ordered or called to report for work, two (2) hours or less prior to the start of a regular scheduled shift, or within one-half (1/2) hour from the time he reports off duty he shall be paid one and one-half (1 ½) times his base hourly rate for all hours worked for which he is ordered or called to work (including off-duty court appearances): however only for off-duty court appearances prior to the start of a regularly scheduled shift, the member will be paid from when he reports to court up to and through the beginning of the start of his regularly scheduled shift.

3. **When a member is subpoenaed for court on an approved vacation day, he shall inform his supervisor and the court within 48 hours of receiving the subpoena that he is not available that day. The member will make a reasonable attempt to have the subpoena dismissed. If the subpoena is not dismissed and the member is required to appear, the member shall be paid a minimum of three times his hourly rate for the first hour, and one and one half (1 ½) times his hourly rate for all subsequent hours required for the court appearance. All vacation hours will be returned to the member's vacation bank for the time actually spent for the court appearance during what would have been his regularly scheduled work hours.**

Section 6. Compensatory Time Off or Cash Payments.

All overtime earned shall be compensated for by cash payments unless the member elects to receive compensatory time off. Such compensatory time off shall equal one and one-half hours for each hour of overtime compensation to which the member is entitled. No member may accumulate more than two hundred (200) hours of compensatory time. Any member who reaches the maximum hourly limit shall thereafter be paid overtime compensation for overtime hours worked.

Section 7. Separation Payment for Compensatory Time.

- A. 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.
- B. 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.
- C. A member may elect to cash in up to two (2) weeks of compensatory time and receive equivalent pay during any calendar year. A member must inform the Chief of Police

prior to August 1 of the year preceding the calendar year in which he intends to make the trade.

Section 8. Exchange of Shifts/Duty Days.

Members shall be permitted, with the approval of their immediate supervisors, to exchange a work day or shift assignment. However, exchanges of workdays or shift assignments lasting two or more consecutive days shall require the approval of the Chief of Police or his designee.

Section 9. On-Call Pay.

Effective January 1, 2005, all permanently assigned detectives shall receive an annual stipend of five hundred dollars (\$500) for being subjected to the “on-call rotation.” Said stipend shall be paid in two annual installments in the same manner as longevity pay.

Section 10. Yearly Time Change.

A member shall be paid at overtime rate for the one extra hour actually worked on the hour of the fall time change to Eastern Standard Time. The officer shall have one hour of straight time pay or other accumulated time subtracted from his/her leave balance if scheduled to work on the hour in spring when Daylight Savings Time takes effect.

ARTICLE 19

CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Initial Issue.

Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Delaware Police Department.

Section 2. Annual Allowance.

All bargaining Unit members shall receive an annual uniform allowance in the amount of ~~Six Hundred and Seventy Five Dollars (\$675.00) per year for the calendar years 2017 and 2018; and then~~ **Seven Hundred Dollars (\$700.00)** ~~for calendar year 2019.~~ All such uniform purchases shall be made by the Delaware Police Department.

Section 3. Specialty Assignment Initial Issue

All bargaining unit members who are assigned to specialty positions as K-9 Officer, Bike Patrol Officer, or Delaware Tactical Unit member will be provided with two full uniforms upon assignment.

Section 4. Maintenance Allowance.

All bargaining Unit members shall receive a maintenance allowance of four hundred (\$400.00) in January of each year.

Section 5. Lost or Damaged Uniforms and Equipment.

The City will replace or repair any lost or damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence.

Section 6. Damaged Eyeglasses.

Eyeglasses which are lost or damaged while the bargaining unit member is engaged in the performance of their duties, not resulting from negligent action, shall be compensated for by the City at the current rate of replacement up to a limit of four hundred (\$400) dollars. For an affected employee to afford themselves the benefit of this reimbursement, the

employee shall provide the employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the employer shall include the proper amount of funds to comply with the requested reimbursement in the employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period.

ARTICLE 20

HOLIDAY PAY

Section 1. Holidays. The following are designated as paid holidays for members:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Little Brown Jug Day, ½ day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas, ½ day
Christmas Day

Section 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 Chief of Police through the use of vacation leave, **comp time** or holiday leave.

Section 3. Holiday Payment.

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 member's 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.

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 leave or holiday leave, will receive holiday compensation of eight (8) hours pay at the member's regular hourly rate.

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 4. Celebration Day for Holidays.

For 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 third shift personnel who work the night before the holiday, the tour of duty beginning the night before the holiday shall be considered the holiday tour.

Section 5. Holiday Time.

Use of holiday time or personal days shall be at the member's discretion with the approval of the Chief of Police or designee. In the event requests to use holiday or personal time off are submitted by more than one member for the same time period and otherwise approved by the Chief of Police or designee then the member with most seniority will be given priority if his request was submitted no less than twenty-eight (28) days before the requested time off. Otherwise, conflicting requests will be prioritized for consideration on a first-come, first-served basis.

Section 6. Accumulation of Holiday Time.

All members will be permitted to accumulate three (3) year's worth of holiday time. A member's current accumulation of personal days will not count towards this maximum accumulation level. A member may elect to cash in up to one year's worth of holiday time each year. If a member accumulates the maximum amount of time off allowable under this section, then future holiday will be paid in cash at the time it is earned. The Department Head will post a notice in June informing members of the required deadline for selling holiday time and personal leave. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which the member intends to make the trade.

Section 7. Separation for Holiday and Overtime Accumulation.

ARTICLE 26

MILITARY LEAVE

Section 1. Military Leave.

A. Paid Leave.

Sworn officers of the Police Department who are members of the Ohio National Guard, U.S. Air Force Reserves, or the U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay and shall not be required to use vacation leave when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period ~~not to exceed twenty-one (21) calendar days in any one calendar year.~~ **of up to one month, for each federal fiscal year in which they are performing services in the uniformed services. (Federal fiscal year is October 1 – September 30. “Month” for purposes of this article means 176 hours.)** Excepting and providing that when the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares that a state of emergency exists, then in that event the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period ~~or periods, whether or not consecutive, not to exceed twenty-one (21) days in any one calendar year.~~ **of up to one month, for each federal fiscal year in which they are performing services in the uniformed services. (Federal fiscal year is October 1 – September 30. “Month” for purposes of this article means 176 hours.)** A member shall be paid his regular salary for the period of time so served less whatever amount such member may receive as his military base pay. Where it is to the advantage of the City and on the approval of the Chief of Police, military leave of up to fifteen (15) additional days may be granted.

B. **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. Members in a probationary period shall not be granted such leave. 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 services (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 eligible 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, upon the return of that member from the service, shall be placed on an eligible list in the order of his original position.
- (7) In any case where two or more members who are enlisted 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 reemployment 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.

ARTICLE 35

PHYSICAL FITNESS INCENTIVE

SECTION 1:

The Physical Fitness Incentive is a voluntary fitness program. Successful participants will receive additional hours of vacation time as listed in the chart below for reaching certain levels of fitness.

In order to promote fitness within the department, a set level of department participation will be required to earn an additional incentive. Participation is defined as completing each of the segments of the test, based on the combined percentage of officers and supervisors. In 2016, 40% of the membership must participate to qualify for the Participation Incentive, in 2017, 50% of the membership must participate, and in 2018, 60% of the membership must participate with 30% of those taking the test achieving at least a basic fitness level. Membership shall be determined based on staffing numbers as of January 1 of each year.

Any hours awarded will be posted to the members' accrued leave in the first full pay period of the following year.

Fitness level	Number of hours earned for achievement	Number of hours earned w/ Participation Incentive met
Basic	8	12
Master	12	24

Expiration: This article shall expire as of December 31, 2021 (2021 benefit to be credited in 2022), with benefits being awarded according to the 2018 participation levels. The parties will continue to negotiate a potential replacement program, which may be implemented prior to the end of the contract if both parties agree. ~~with the conclusion of this contract, unless renewed by both parties.~~

ARTICLE 36

DURATION OF AGREEMENT

Section 1. Duration. All of the provisions of this Agreement become effective June 26, 2019 unless otherwise specified. This Agreement shall continue in force and effect until 11:59 p.m., June 25, 2022. Either party shall give timely written or electronic notice in accordance with law of intent to modify or alter any or all of the provisions of this Agreement upon expiration of the Agreement.

Section 2. Signatures. Signed and dated at Delaware, Ohio on this ____ day of _____, 2019.

For the City:

For the Fraternal Order of Police
Ohio Labor Council, Inc.:

R. Thomas Homan
City Manager

Paul Henry
FOP, O.L.C., Staff Representative

Bruce Pijanowski
Chief of Police

Derek Childs
Bargaining Committee Member

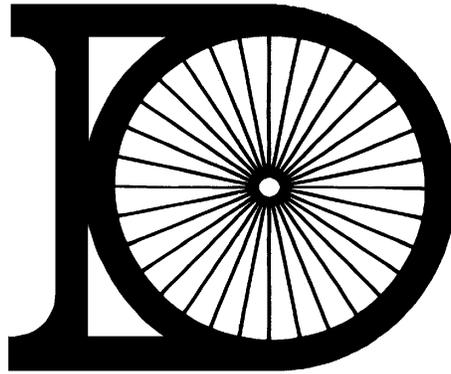
Jessica Feller
Dept. of Admin. Services

Chris Cox
Bargaining Committee Member

Darren Shulman
City Attorney

John Laudeman
Bargaining Committee Member

AGREEMENT BETWEEN THE CITY OF DELAWARE



**AND THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**



**ON BEHALF OF THE SUPERVISORS'
BARGAINING UNIT
OF THE POLICE DEPARTMENT OF THE
CITY OF DELAWARE**

**EFFECTIVE DATES
JUNE 26, 2019 - JUNE 25, 2022**

ARTICLE 5

PROBATIONARY PERIOD **SENIORITY**

~~The probationary period for all newly promoted employees will be a period of six (6) months from the date of promotion. The City shall have the right to demote the employee during the six (6) month probationary period with no appeal rights through the grievance process.~~

Section 1.

Seniority shall be defined as the length of total accumulated service with the Delaware Police Department as a sworn police officer. Seniority in rank for supervisors shall be the date of promotion to each rank. Work hours in appointed positions of Detective, School Resource Officer and Community Relations Officer are at the discretion of the Chief of Police. Approved leaves of absence shall not be considered a break in service.

Section 2.

An employee's seniority shall be terminated when one or more of the following occur:

- a. He/she resigns;
- b. He/she is discharged for just cause;
- c. He/she is laid off for a period exceeding the contract terms;
- d. He/she retires;
- e. He/she refused a recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice by certified mail to the employee's last official address, as shown on the Employer's records.

Section 3:

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be based on their position on the certified eligibility list from which they were hired.

Section 4:

During the months of January and July of each year, the Employer shall post one (1) copy of the current seniority list for all employees within the bargaining unit and supply a copy to the F.O.P. These lists shall be considered final and binding upon the Union and the employee, unless a notice of appeal is submitted through the Grievance Procedure within ten (10) days from the date of the posting of the seniority list.

Section 5:

The probationary period for all newly promoted employees will be a period of six (6) months from the date of promotion. The City shall have the right to demote the employee during the six (6) month probationary period with no appeal rights through the grievance procedure.

ARTICLE 14

WAGES

Section 1. Pay Ranges and Rates. For the dates specified below, the new pay rates are effective for the pay period including the date. The following pay rates, reflecting a ~~1.9~~ 3% increase for ~~2017~~ 2020, a ~~2~~ 3% increase for ~~2018~~ 2021, and a ~~2~~ 3% increase for ~~2019~~ 2022 will be paid members.

Rank of Sergeant

	Step 1	Step 2	Step 3
Eff. 1/1/2020	\$42.79	\$44.40	\$46.01
	\$89,003.20	\$92,352.00	\$95,700.80
Eff. 1/1/2021	\$44.07	\$45.74	\$47.39
	\$91,665.60	\$95,139.20	\$98,571.20
Eff. 1/1/2022	\$45.39	\$47.11	\$48.81
	\$94,411.20	\$97,988.80	\$101,524.80

Rank of Captain

	Step 1	Step 2	Step 3
Eff. 1/1/2020	\$49.22	\$51.07	\$52.91
	\$102,377.60	\$106,225.60	\$110,052.80
Eff. 1/1/2021	\$50.70	\$52.60	\$54.50
	\$105,456.00	\$109,408.00	\$113,360.00
Eff. 1/1/2022	\$52.22	\$54.18	\$56.13
	\$108,617.60	\$112,694.40	\$116,750.40

Section 2. Pension “Pick up”

Effective on a date to be determined the City will **no longer** pick up (assume and pay) any portion of the employee contribution to the Police and Fire Pension Fund.

Section 3. Application of Hourly Rates

The hourly rates as set forth under this section are based on a 40-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 4.

The wage differential for a Sergeant shall be at step 1, seven (7) percent above top patrol wage, at step 2, eleven percent above top patrol wage, and at step 3, fifteen (15) percent above the top patrol wage. The wage differential between the captain's wage and Sergeant's wage shall be retained at fifteen (15) percent in each respective step.

ARTICLE 36

DURATION OF AGREEMENT

Section 1. Duration. All of the provisions of this Agreement become effective June 26, 2019 unless otherwise specified. This Agreement shall continue in force and effect until 11:59 p.m., June 25, 2022. Either party shall give timely written or electronic notice in accordance with law of intent to modify or alter any or all of the provisions of this Agreement upon expiration of the Agreement.

Section 2. Signatures. Signed and dated at Delaware, Ohio on this ____ day of _____, 2019.

For the City:

For the Fraternal Order of Police
Ohio Labor Council, Inc.:

R. Thomas Homan
City Manager

Paul Henry
FOP, O.L.C., Staff Representative

Bruce Pijanowski
Police Department

Adam Willauer
Bargaining Committee Member

Jessica Feller
Dept. of Admin. Services

Shawn Snead
Bargaining Committee Member

Darren Shulman
City Attorney



FACT SHEET

AGENDA ITEM NO: 10

DATE: 08/12/2019

ORDINANCE NO:

RESOLUTION NO: 19-35

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION ADOPTING POLICY CONCERNING THE ESTABLISHMENT OF HONORARY STREET NAMES.

BACKGROUND:

The naming of streets in honor of past individuals is a common practice in many communities, including Delaware. In the past, the City has permitted the honorary naming of Henry Street as Branch Rickey Way and Euclid Avenue as Pacer Way. Currently two new requests have been made of the City to name streets for both a past president of the United States, and a distinguished African America member of our community.

REASON WHY LEGISLATION IS NEEDED:

The City lacks a process by which the requests for honorary street naming can be publically considered, discussed, and approved. The proposed policy provides general guidance as to how future requests for Honorary Street Naming shall be considered.

COMMITTEE RECOMMENDATION:

The Public Works Committee considered the proposed Honorary Street Naming Policy on August 6th and unanimously agreed by motion to support the policy and forward it to full council for additional consideration. The committee further recommended that all honorary signs be uniform in appearance and monochromatic in design as shown in the policy.

FISCAL IMPACT(S):

The City is able to produce the recommended honorary street name signs in house and at minimal cost.

POLICY CHANGES:

This is a new policy.

PRESENTER(S):

Kyle Kridler, Assistant City Manager

RECOMMENDATION:

Approval

ATTACHMENT(S)

Honorary Street Naming Policy

RESOLUTION NO. 19-35

A RESOLUTION ADOPTING POLICY CONCERNING THE ESTABLISHMENT OF HONORARY STREET NAMES.

WHEREAS, the City periodically receives requests to rename a street or portion thereof in honor of an individual; and

WHEREAS, the accomplishments and achievements of the individual are an inspiration to all Delawareans and worthy of a permanent memorial within the City; and

WHEREAS, there is good cause for this honorary designation and such designation will not be detrimental to the public interest; and

WHEREAS, in order to provide a process and guidance to which such honorary street naming can be further considered and approved by the City, a policy is hereby developed.

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

SECTION 1. The City shall adopt the proposed Honorary Street Naming Policy to provide guidance to future requests.

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

PASSED: _____, 2019

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



Honorary Street Naming Policy (Rev. August 6, 2019)

Definition: Honorary street names allow citizens the opportunity to honor people who have made significant contributions to the community and are intended to recognize and honor individuals or groups for a period of time without changing the official name of the street.

Description: The honorary sign is of a similar size and shape as a standard street name sign. The honorary signs shall conform to the current federal street sign regulations governing lettering size, legend, and background colors as shown in examples. Honorary street names shall include the suffix "Way". Only one honorary sign shall be allowed at an intersection and shall be posted adjacent to the designated street name sign.

Qualifications for Honorary Recognition: This method of honoring individuals is reserved for those having local ties to the community, and whose body of lifetime achievement has received local, state or national notoriety for their individual contribution to the cultural arts, music, education, government leadership, athletics, or sciences. Individual honorees will only be considered ten years or more posthumously. Individual family tribute or commercial and corporate related recognition does not qualify.

Requests for Honorary Signs: Requests shall be made in writing to the City Manager's Office describing the justification for the honorary designation, requested location(s) and timeframe for the sign is to be posted, and include details of requested text and graphic appearance.

Approvals: Each request for honorary street name shall be considered by City Council and approved by council resolution.

Cost: Honorary street signs shall conform in appearance to the example shown and shall be provided and installed by the City at no cost. Text shall be formatted to fit on a maximum 36-inch sign blank for purposes of safety and stability.

Public vs Private Streets: This policy applies to all public streets in the City of Delaware. It does not attempt to regulate honorary street names on private streets and driveways.

Example Honorary Street Sign Format:





FACT SHEET

AGENDA ITEM NO: 11

DATE: 08/12/2019

ORDINANCE NO:

RESOLUTION NO: 19-36

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION ESTABLISHING HONORARY STREET DESIGNATIONS OF ELMER W.B. CURRY AND RUTHERFORD B. HAYES IN THE CITY OF DELAWARE FOR COMMEMORATIVE PURPOSES.

BACKGROUND:

The City has received two recent requests to establish honorary street names for Elmer W.B. Curry and Rutherford B. Hayes.

Elmer Washington Bryant Curry was born in Delaware, Ohio, in 1871 on South Street, now known as London Road. Mr. Curry graduated in 1889 from Delaware High School, which was one of the few school districts in Ohio that allowed mixed race classes. He continued his education by attending Ohio Wesleyan University for four years while working as a custodian there. He was the first African-American to teach in Delaware City Schools and over his career he taught over 2000 African-American men, women and children. He started "Place of Knowledge for Old and Young" in January of 1889 on David Street in Delaware, later called Curry Normal and Industrial Institute in Urbana, Ohio. Elmer W.B. Curry's accomplishments and achievements are an inspiration to all Delawareans and worthy of a permanent memorial within the City.

Only 43 places in the world can lay claim to being a U.S. presidential birthplace and Delaware, Ohio, is one of them. Rutherford B. Hayes was born in the Hayes family home on William Street on October 4, 1822. Hayes served as 19th U.S.

President from 1877-1881. Prior to his presidency, Hayes was Ohio Governor, served in the U.S. Congress, and was a Civil War general wounded in battle. The honorary street name effort coincides with a local volunteer committee's project to erect a statue of Hayes at the southwest corner of William and Sandusky Streets. The statue and honorary street name will permanently pay tribute to our native son, welcome visitors to the community and serve as a downtown focal point.

REASON WHY LEGISLATION IS NEEDED:

The City has adopted policy in regards to the establishment of honorary street names, by which City Council will consider in an open public process such requests.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The City is able to produce the recommended honorary street name signs in house and at minimal cost.

POLICY CHANGES:

This is a new policy.

PRESENTER(S):

Kyle Kridler, Assistant City Manager

RECOMMENDATION:

Approval

ATTACHMENT(S)

N/A

RESOLUTION NO. 19-36

A RESOLUTION ESTABLISHING HONORARY STREET DESIGNATIONS OF ELMER W.B. CURRY AND RUTHERFORD B. HAYES IN THE CITY OF DELAWARE FOR COMMEMORATIVE PURPOSES.

WHEREAS, the City of Delaware has adopted policy concerning the establishment of honorary street name designation; and

WHEREAS, A petition to designate London Road from Sandusky Street to Liberty Street in commemoration of Elmer W.B. Curry has been presented to the City; and

WHEREAS, A petition to designate William Street from Union Street to Franklin Street in commemoration of Rutherford B. Hayes has been presented to the City; and

WHEREAS, the requests meet the criteria established within the Honorary Street Naming policy; and

WHEREAS, there is good cause for the honorary designation, and such designation will not be detrimental to the public interest.

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

SECTION 1. That London Road, extending from South Sandusky Street to South Liberty Street is hereby given the honorary designation as Elmer W.B. Curry Way for commemorative purposes in honor of the many achievements of Elmer Washington Bryant Curry.

SECTION 2. That William Street from Union Street to Franklin Street is hereby given the honorary designation as Rutherford B. Hayes Way for commemorative purposes in honor of the many achievements of President Rutherford Birchard Hayes.

SECTION 3. The City Manager is hereby authorized to erect honorary signage as approved by Council.

SECTION 4. That this resolution shall take effect and be in force immediately after passage.

PASSED: _____, 2019

YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 12

DATE: 08/12/2019

ORDINANCE NO:

RESOLUTION NO: 19-37

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Dave Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 43.847± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO FOR THE ANNEXATION KNOWN AS THE EVANS FARM DELAWARE, LLC ANNEXATION BY ANDREW WECKER, AGENT FOR THE PETITIONERS.

BACKGROUND:

The property is within the City's long established utility boundary in this area and thus would need to connect to city sanitary sewer and water services. There are important transportation connections needed as well. The landowner is now moving forward with the Ohio Revised Code dictated annexation process. This process involves several steps and actions by the County and City in order for an annexation to ultimately be accepted by the City. This is the first City step in the process that requires the City to express its ability and intention to provide services to the property. This does not mean that the City will be paying for or constructing any, ultimately, required services or infrastructure, but rather simply that we have the overall ability to serve it. City Council will have the opportunity during the next and final city step in the process to accept, accept with conditions, or reject the final annexation. The intention of the Applicant is to work with the city during the period between the resolution of services and the ORC dictated period of final annexation review to bring forward a zoning, preliminary plan and preliminary plat for the property. The Applicant has applied for a concept review for their development, which is slated for review by

the Planning Commission at the September 2019 meeting. This method will allow both the applicant and the City to fully understand the parameters of the proposal and to review both (essentially) simultaneously.

The property (known as the Evans Farm Property) is composed of a pre-existing lot of record totaling about a little over 43 acres. It is currently farmland. The Applicant has indicated to Staff their intention to bring forward a new urbanist style of development with a high design quality not inconsistent with the overall Evans Farms plans most of which are taking place within Township and County jurisdictions. The Comprehensive Plan Future Land Use map indicates this property for Low Density Single Family Development (2-3.25 dwelling units per acre). There are other components of the Comprehensive Plan which would be fulfilled by inclusion of this property within the city and which could be consistent with the Cheshire Sub Area Component of the Plan as ultimately decided by City Council through the development and zoning review processes.

At this time, there is no objection from Staff as to the Resolution of Services. Staff would anticipate conceptually recommending that any final annexation be conditioned upon the following:

1. The applicant shall include the property in the Delaware South New Community Authority.
2. A \$1,000 per dwelling unit additional transportation fee shall be required similar to other properties in the area to ensure needed transportation improvements in the area.
3. The property is within the South East Highland trunk sewer district requiring an additional sewer capacity charge of \$3,200 per dwelling unit in addition to the standard and customary capacity fees of the city in effect at the time of permitting.
4. The extension of any needed infrastructure for water, sewer, or roadways shall be at the cost to the development and as required by the City through the normal and customary development review process.
5. Transportation considerations to be determined in final form through the zoning and development review process:
 - a. Road connectivity shall be required to adjacent property.
 - b. Any roadway connections to Peachblow Rd. shall be coordinated with the Delaware County Engineer as well as the city, including.

REASON WHY LEGISLATION IS NEEDED:

The Ohio Revised Code provides the process that annexations must follow throughout Ohio. This is the first city step in that process requiring passage of a resolution indicating what services the city will provide to the subject site. Based on the timelines established in the Ohio Revised Code, this resolution must be passed at this meeting, after which it will be sent to the County for the next step in the annexation process. While this resolution moves the annexation forward, this is not the final legislation Council will consider in order to accept

the annexation. 60 days after the County approves the annexation, it will be presented at the first regular session of Council, and must be approved or rejected within 120 days from the date of the annexation being placed on the agenda.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Dave Efland, Planning and Community Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

Petition for Annexation

Map

RESOLUTION NO. 19-37

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 43.847± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO FOR THE ANNEXATION KNOWN AS THE EVANS FARM DELAWARE, LLC ANNEXATION BY ANDREW WECKER, AGENT FOR THE PETITIONERS.

WHEREAS, Andrew Wecker, agent for the petitioners, has filed with the Delaware County Commissioners for annexation of 43.847 acres of land, more or less, the description and map are attached hereto, and

WHEREAS, Andrew Wecker, as agent for the petitioners on August 5, 2019 delivered to the Clerk of the Delaware City Council the notice of his filing of the annexation petition with the Board of County Commissioners of Delaware County and its clerk on August 5, 2019, and

WHEREAS, the Ohio Revised Code, Section 709.023 (c), requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

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

SECTION 1. That upon annexation to the City of Delaware of 43.847± acres more or less as delineated on the attached Exhibits, the City will provide the following services by the approximate date indicated as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Delaware:

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

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

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

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

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

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

PASSED: _____, 2019

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR

Manos, Martin & Pergram Co., LPA

Attorneys at Law

50 North Sandusky Street
Delaware, Ohio 43015-1926
Fax 740-362-3288

Andrew P. Wecker
740-363-1313, ext. 217
e-mail: awecker@mmpdlaw.com

August 5, 2019

HAND-DELIVERED

Ms. Jennifer M. Walraven
Clerk to the Board of County Commissioners
101 North Sandusky Street, 1st Floor
Delaware, OH 43015

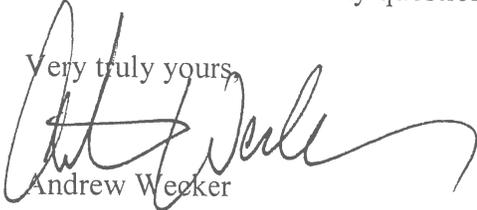
Dear Jennifer:

RE: Annexation Petition for 43.545 acres by Evans Farm Delaware, LLC

Enclosed are the original and seven copies of a petition for annexation and the approved legal description and drawing, as well as the list of adjacent property owners. Also enclosed is this law firm's check in the amount of \$250 payable to the Delaware Board of County Commissioners.

Please contact me with any questions. Thank you.

Very truly yours,



Andrew Wecker

tjh
Enclosures
c/enc. Evans Farm Delaware, LLC (via email)
c Stephen D. Martin, Esq.
(T13162-145)

RECEIVED
2019 AUG -5 PM 05:54
DELAWARE COUNTY
COMMISSIONERS

RECEIPT

No. 152734

DATE August 5, 2019

FROM Manos, Martin, Pergram

\$ 250.00

DOLLARS

FOR RENT
 FOR annuities of 43.545 acres Berlin Twp
to City of Delaware

ACCT. PAID DUE
 CASH #10178
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM TO
BY Sarah K. Dineen A-1152 T-4161

MANOS, MARTIN & PERGRAM CO., LPA
CLIENT ADVANCES ACCOUNT
50 NORTH SANDUSKY STREET
DELAWARE, OH 43015-1926
(740) 363-1313

FIRST Commonwealth Bank
MEMBER FDIC 1-800-711-BANK (2265)
fcbanking.com
56-308/441

8/2/2019

PAY TO THE ORDER OF Delaware Board Of County Commissioners \$ **250.00

Two Hundred Fifty Only *****

DOLL

MEMO

Annexation Petition, 13162-145

Stessa Q. Huffman
AUTHORIZED SIGNATURE

⑈009678⑈ ⑆044⑆03086⑆ 1010550⑈

96

PETITION FOR ANNEXATION – EXPEDITED TYPE 2

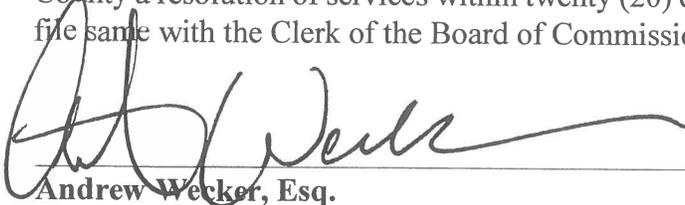
I, the undersigned, being the sole owner of 43.847± acres of real estate in the territory hereinafter described, hereby petitions for the annexation of the following described territory from **Berlin Township** to the **City of Delaware**, Delaware County, Ohio, being filed under **Sections 709.021(A)** and **709.023(A)** of the Revised Code of Ohio.

Petitioner has attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as **Exhibit “A”**, as prepared by Daniel L. Quick, P.S., Registered Surveyor No. 7803.

Petitioner has attached hereto and made a part of this petition an accurate map or plat of the territory sought to be annexed, marked **Exhibit “B”**, also as prepared by Daniel L. Quick, P.S., Registered Surveyor No. 7803. Among other things as noted on Exhibit “A” and Exhibit “B”, the described territory is contiguous with the **City of Delaware**, Ohio.

Andrew Wecker, Esq., attorney at law, is hereby appointed agent for the undersigned Petition as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition, with specific authorization to correct any discrepancy or mistake noted by the Delaware County Engineer in examination of the Petition or the Exhibits to the Petition. Any such amendment shall be made by the presentation of amended description and map to the Board of County Commissioners on, before, or after the date set for hearing on this Petition. Said amendment, alteration, change, correction, withdrawal, refiling, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petition.

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



Andrew Wecker, Esq.

Manos, Martin & Pergram Co., LPA
50 North Sandusky Street
Delaware, OH 43015

740-363-1313 phone / 740-362-3288 fax
awecker@mmpdlaw.com

Return original to:

Clerk of the Board of the Delaware County Commissioners
101 North Sandusky Street, Delaware, OH 43015

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

SIGNATURE OF PETITIONER, TYPED NAME AND ADDRESS

DATE

EVANS FARM DELAWARE, LLC
an Ohio limited liability company

 President

8/15/2019

By Tambera M. Schueler, President
P. O. Box 694
Lewis Center, OH 43035-0694

ATTACHMENTS:

Exhibit "A" – Legal Description of 43.847 Acre Tract for Annexation to the City of Delaware from the Township of Berlin by Daniel L. Quick, P.S., Registered Surveyor No. 7803, Korda/Nemeth Engineering, Inc.

Exhibit "B" – Map of Territory to be Annexed Type II Annexation Plat by Daniel L. Quick, P.S., Registered Surveyor No. 7803, Korda/Nemeth Engineering, Inc.

MAP OF TERRITORY TO BE ANNEXED TO THE CITY OF DELAWARE, OHIO
 BEING PART OF FARM LOTS 20, 21, 28, AND 29, SECTION 3, TOWNSHIP 4, RANGE 18,
 U.S.M.L., BERLIN TOWNSHIP, DELAWARE COUNTY, STATE OF OHIO.

Basis of Bearings: The bearings shown upon this plat are referenced to the
 Ohio State Plane Coordinate System, North Zone, NAD83 (NSRS 2011) and
 with centerline of Peachblow Road being N 85° 51' 13" W.

LINE	BEARING	DISTANCE
L1	N 85°00'54" W	333.44'
L2	N 86°08'04" W	150.24'
L3	S 00°18'53" W	292.10'
L4	N 85°51'13" W	345.58'

Pulte Homes of Ohio, LLC.
 O.R.1312, Pg.2323
 36.661 Acres
 P.I.D.418-320-01-042-000

Annexed by Ordinance No. 06-67
 dated May 22, 2006
 CITY OF DELAWARE

Pulte Homes of Ohio, LLC.
 O.R.1327, Pg.1465
 71.250 Acres
 P.I.D.418-320-01-040-000

Annexed by Ordinance No. 06-67
 dated May 22, 2006

2001 Peachblow LLC.
 O.R.1483, Pg.35
 21.600 Acres
 P.I.D.418-330-01-001-000

LEGEND:

- ⊗ - Post found
- - 3/4" ⌀ Iron pipe found
- ⊠ - 3/4" Sq. iron bar found
- ⊙ - 5/8"x30" Iron pin set
- ⊕ - 5/8" Iron pin found
- △ - Railroad spike found
- ▲ - Railroad spike set
- - Survey nail found
- - Survey nail set
- - Stone found

Ownership Table

- (A) — Manfred J. D'Ostroph, et. al.
 O.R. 1565, Pg. 2066
 1.100 Acres
 P.I.D. 418-330-01-009-000
- (B) — Joseph P. & Kathleen M. Mayhew
 O.R. 621, Pg. 285
 1.500 Acres
 P.I.D. 418-330-01-008-000
- (C) — Thomas P. & Tamara J. Adams
 O.R. 971, Pg. 1813
 1.267 Acres
 P.I.D. 418-330-01-007-002
- (D) — Thomas P. & Tamara J. Adams
 O.R. 670, Pg. 273
 2.264 Acres
 P.I.D. 418-330-01-007-001
- (E) — Thomas Taneff, et. al.
 O.R. 1263, Pg. 471
 5.549 Acres
 P.I.D. 418-330-01-007-000
- (F) — Carl & Catherine A. Woodruff
 O.R. 555, Pg. 730
 1.113 Acres
 P.I.D. 418-330-01-011-000
- (G) — Rebecca Jane-Koch Krupar, et. al.
 O.R. 6, Pg. 1308
 5.002 Acres
 P.I.D. 418-330-01-013-000

GRDEN, LLC.
 O.R.951, Pg.2796
 45.647 Acres
 P.I.D.418-330-01-018-000

CURRENTLY
 PENDING ANNEXATION

43.545 ACRES
 (to be annexed)

Evans Farm Delaware, LLC.
 Parcel 11 in
 O.R.1334, Pg.2672-2699
 44.049 Acres
 P.I.D.418-330-01-010-000

Lot 960
 (E)
 Clover Pond Estates
 P.C. 2, Pg. 198

Lot 961
 (D)

Lot 962
 (C)

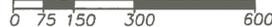
Peachblow Road (Co.Rd.98) (60')
 (Road Record 2, Page 141-142)

Evans Farm Delaware, LLC.
 Parcel 10 in
 O.R.1334, Pg.2672-2699
 51.752 Acres
 P.I.D.418-330-01-006-000

NOTES:

- 1) Total acreage of the territory is 43.545 acres.
- 2) There are no County Roads within the territory however 679.02 feet of County Road 98 borders the territory along the south.
- 3) The total length of contiguity with the City of Delaware is 1339.11 feet.
- 4) The total length of the perimeter of the territory is 6649.61'.
- 5) The percentage of perimeter contiguity is 20.14%.
- 6) No island of unincorporated area is being created by this annexation.
- 7) This map is based on an actual field survey performed by Korda/Nemeth Engineering Inc.

Scale 1" = 300 feet



REFERENCES:

- 1) Road Record 2, Page 141-142
- 2) Survey by Tony W. Meachem date 06-25-98

DELAWARE COUNTY ENGINEER
 Map Department
 I hereby certify that this document is a true copy of the original on file in the Map Department.
CHRIS E. BAUSERMAN, P.E., P.S.,
 COUNTY ENGINEER
 7/24/19
 Date



CERTIFICATION:

I hereby certify that this plat is a true and correct representation of an area of land to be annexed into the City of Delaware, Ohio.

D. ZCO
 REGISTERED SURVEYOR NO.7803
 6/27/19
 DATE

Survey requested by: Evans Farm Development, LLC

Map of territory to be annexed to
 the City of Delaware, Ohio

KORDA Korda/Nemeth Engineering, Inc - Consulting Engineers
 1623 Woodmark Drive, Suite 200 - Columbus, Ohio 43216-7010
 TEL 614-467-1800 FAX 614-467-8801 WEB www.korda.com

DATE	JOB#
6/27/19	2018-7010
REVISED	DRAWN
7/25/19	DLQ
DWC.	CHK'D.
	TWM





Description of territory to be annexed to the City of Delaware, Ohio

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lots 20, 21, 28 and 29, Section 3, Township 4, Range 18 in the United States Military Lands and being part of the 44.049 acre tract conveyed to Evans Farm Delaware, LLC by deed of record in Official Record 1334, Page 2672-2699 and being further described as follows:

Commencing at a $\frac{3}{4}$ " diameter iron pipe found at the common corner of Farm Lot 19, Farm Lot 20, Farm Lot 29 and Farm Lot 30 in Section 3, Township 4, Range 18, USML, said point being in the grantors southerly line and in the centerline of Peachblow Road (County Road 98) (60 feet wide);

Thence along the common line between Farm Lot 20 and Farm Lot 29, North $3^{\circ}31'23''$ East for a distance of 30.00 feet to an iron pin set in the northerly right of way line of Peachblow Road and being the **Point of Beginning**;

Thence along the northerly right of way line of Peachblow Road and being 30 feet distant from and parallel to the centerline of Peachblow Road and the southerly line of Farm Lot 29, **North $85^{\circ}00'54''$ West** a distance of **333.44 feet** to an iron pin set in the grantor's westerly line and in the easterly line of a 45.647 acre tract conveyed to GRDEN, LLC by deed of record in Official Record 951, Page 2796;

Thence along the easterly line of said 45.647 acre tract, the grantor's westerly line and the easterly line of a 71.250 acre tract conveyed to Pulte Homes of Ohio, LLC by deed of record in Official Record 1327, Page 1465, **North $03^{\circ}35'10''$ East** a distance of **2562.63 feet** to an iron pin set at the grantor's northwesterly corner;

Thence along the grantor's northerly line, the southerly line of said 71.250 acre tract, the southerly line of a 36.661 acre tract conveyed to Pulte Homes of Ohio, LLC by deed of record in Official Record 1312, Page 2323, **South $86^{\circ}07'01''$ East** a distance of **682.17 feet** to an iron pin set at the grantor's northeasterly corner and the northwesterly corner of a 21.60 acre tract conveyed to 2001 Peachblow LLC by deed of record in Official Record 1483, Page 35;

Thence along the grantor's easterly line, the westerly line of said 21.60 acre tract, the westerly line of Clover Pond Estates Subdivision (Plat Cabinet 2, Slide 198) and the westerly line of a 1.50 acre tract conveyed to Joseph P. and Kathleen M. Mayhew by deed of record in Official Record 621, Page 285, **South $00^{\circ}18'53''$ West** a distance of **2283.45 feet** to a $\frac{5}{8}$ " diameter iron pin found at the northeasterly corner of a 1.10 acre tract conveyed to Manfred J. D'Ostroph, et. al. by deed of record in Official Record 1565, Page 2066;



Thence along the grantor's southerly line and the northerly line of said 1.10 acre tract **North 86°08'04" West** a distance of **150.24 feet** to an iron pin set at the northwesterly corner of said 1.10 acre tract;

Thence along the grantor's easterly line and the westerly line of said 1.10 acre tract **South 00°18'53" West** a distance of **292.10 feet** a 5/8" diameter iron pin found in the northerly right of way line of Peachblow Road;

Thence along the northerly right of way line of Peachblow Road and being 30 feet distant from and parallel to the centerline of Peachblow Road and the southerly line of Farm Lot 20, **North 85°51'13" West** a distance of **345.58 feet** to the **Point of Beginning** and containing **43.545 acres**, more or less, and subject to all other legal easements and rights of way.

Of the above described tract, all 43.545 acres, more or less, is located within Auditor's Parcel Number 418-330-01-010-000. Of the above described tract, 16.190 acres, more or less, is located within Farm Lot 20, 7.836 acres, more or less, is located within Farm Lot 21, 6.864 acres, more or less, is located within Farm Lot 28, 12.655 acres, more or less, is located within Farm Lot 29.

The basis of bearing of North 85°51'13" West on the centerline of Peachblow Road is referenced to the Ohio State Plane Coordinate System North Zone NAD 83 (NSRS 2011).

All iron pins set are 30" x 5/8" rebars with a yellow plastic identification cap bearing the inscription "Korda Engineering" and PS 7803".

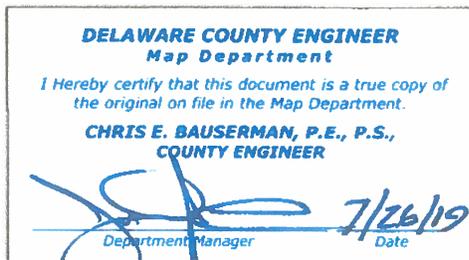
This description was prepared by Daniel L. Quick, Ohio Professional Surveyor No. 7803 from an actual field survey performed by Korda/Nemeth Engineering Inc. This instrument was prepared for an annexation request and it's use for any other purpose is strictly prohibited.

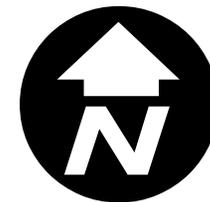
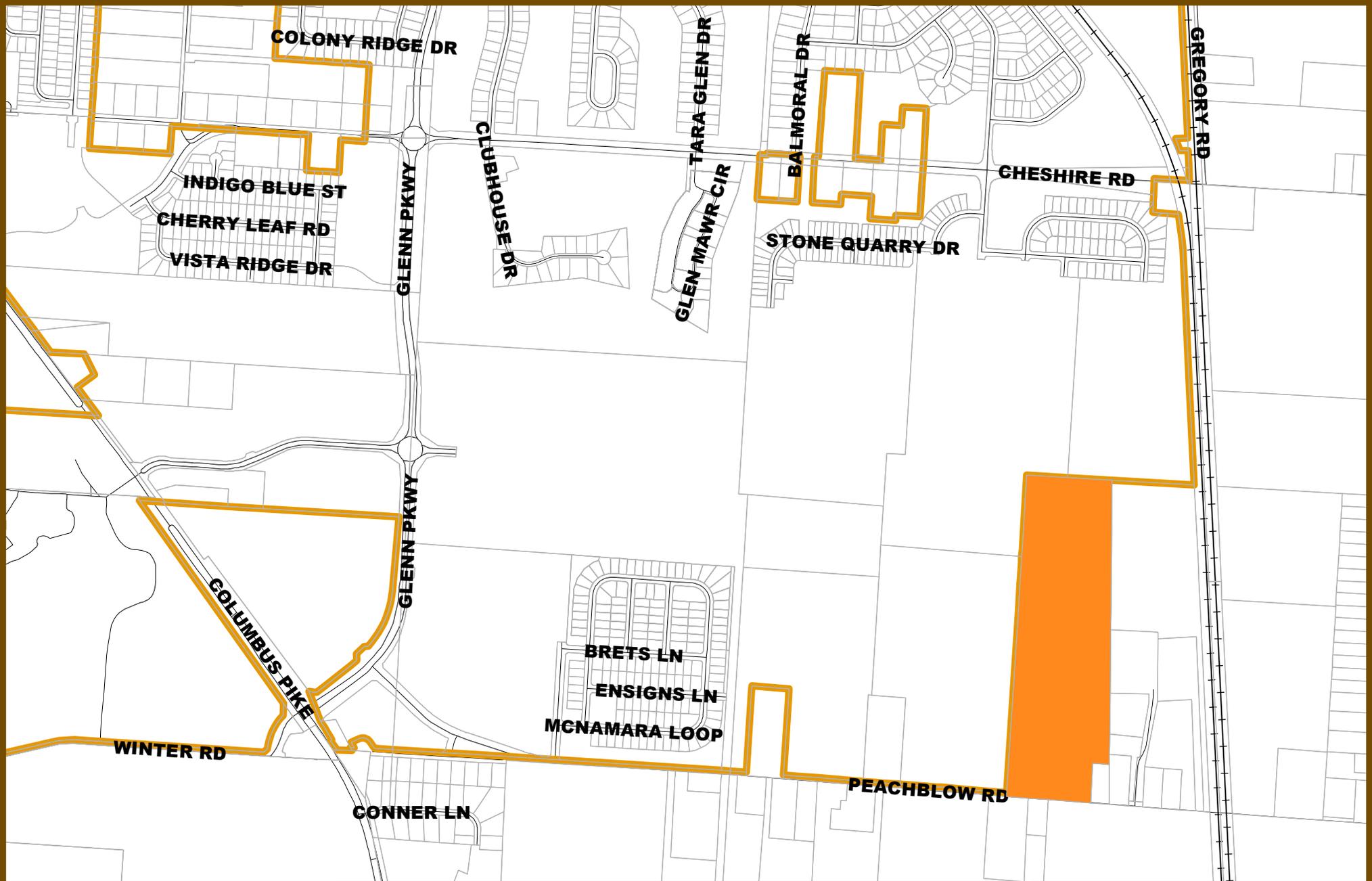
Daniel L. Quick, PS 7803
Korda/Nemeth Engineering, Inc.

June 27, 2019

Date

Rev: 7/25/19







FACT SHEET

AGENDA ITEM NO: 13

DATE: 08/12/2019

ORDINANCE NO: 19-44

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A PERFORMANCE BASED ECONOMIC INCENTIVE GRANT AGREEMENT WITH CLASSIC STEEL BODY FOR LEASE ASSISTANCE FOR A BUILDING AT 437 DUNLAP STREET AND DECLARING AN EMERGENCY.

BACKGROUND:

CLASSIC STEEL AUTO BODIES is a Plain City, Ohio based company that is looking for a manufacturing space for the fabrication of new cabs for classic Chevy C10 trucks, VW vans and Ford Broncos. They also will be occupying the building with Cubic Inch Studios, a marketing firm serving the specialty aftermarket automotive industry, and F-Body and C10 Nationals, organizations that plan national car shows for the collectors of classic F-body and C10 cars.

The \$6,000 Performance Based Economic Incentive Grant will assist the company with their first month of rent. CLASSIC STEEL AUTO BODIES was not anticipating moving equipment into the building until October. Due to competition in the market, the landlord was going to lease the building to a non-target industry business that was able to start paying rent immediately. The grant allowed CLASSIC STEEL AUTO BODIES to move forward in signing the lease by covering the extra month of rent until they could start moving machinery and equipment into the building and beginning production.

Project Classic Steel Body,

**Address/Parcel
Numbers**
437 Dunlap St.

**Project
Acres**
Existing

Projections*

Employees (New)	6	
Employees (Retained)	0	
Payroll (New)	\$250,000	
Payroll (Retained)	\$0	
1.85% Muni Taxes (new)	\$4,625/yr	
1.85% Muni Taxes (retained)	\$0	
50% of Muni Taxes (over \$1 million new taxes)	\$0	DOES NOT APPLY
Real Property Investment	\$50,000	
Building Addition	\$0	
Improvements to Existing Building	\$50,000	
Land	\$0	
Personal Property Investment	\$400,000	
F&F	\$200,000	
M&E	\$150,000	
Inventory	\$50,000	

**Information provided by the applicant.*

Proposed Incentives:

- \$6,000 Performance Based Economic Incentive Grant

Project Annual Value of 100% Abatement	N/A
Project 15-Year Value of Abatement	N/A
30% School Pilot Per Year	N/A
30% School Pilot After 15 years	N/A
Net Value	N/A
Incentives as a % of Total Project Investment	1.33%

Economic Development Incentive Policy Analysis:

These cells will be colored GREEN if the criteria is met or RED if the criteria is not met:

Project is for a target industry	Yes	Boutique Manufacturing (Specialty Aftermarket Auto)
Project Hires at Greater than LMI* average wage	Yes	\$41,667
Project has a 25% or Greater ROI for City (income tax minus incentives divided by incentives)	Yes	
City ROI	236.7%	In years 1 thru 3 of the agreement, 80% of the 1% general fund income tax generated by the payroll on the PROJECT for a total of \$ 6,000 will be dispersed into the Development Reserve Fund to reimburse the fund for this agreement.
Project has a 30% or Greater ROI for School	N/A	
School ROI	N/A	

*LMI (Low to Moderate Income) = \$41,000/year per single person household

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

COST: \$6,000

FUND SOURCES: Development Reserve Fund

BUDGETED: NO, Supplemental Following

DEPARTMENTS IMPACTED: Economic Development, Finance

POLICY CHANGES:

N/A

PRESENTER(S):

Sean Hughes, Economic Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

Performance Based Incentive Grant Agreement

Map Exhibit of Building Location

ORDINANCE NO. 19-44

AN ORDINANCE APPROVING A PERFORMANCE BASED ECONOMIC INCENTIVE GRANT AGREEMENT WITH CLASSIC STEEL BODY FOR LEASE ASSISTANCE FOR A BUILDING AT 437 DUNLAP STREET AND DECLARING AN EMERGENCY.

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

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

SECTION 1. The Performance Based Economic Incentive Grant Agreement by and between the City of Delaware and CLASSIC STEEL BODY meets all state laws in regards to grants and economic development incentives, and the same is hereby approved.

SECTION 2. That the City Council of the City of Delaware hereby authorizes the City Manager to execute the Performance Based Economic Incentive Grant Agreement for this project.

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

SECTION 4. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and is necessary to finalize negotiations so that construction may begin without the applicant risking the loss of the incentive, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS ___ NAYS ___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2019

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____

CITY CLERK

MAYOR

PERFORMANCE BASED ECONOMIC INCENTIVE GRANT AGREEMENT
CITY OF DELAWARE AND CLASSIC STEEL BODY

This Agreement made and entered into by and between the City of Delaware, Ohio, a Ohio municipal government, with its main offices located at 1 South Sandusky Street, Delaware, Ohio 43015, and CLASSIC STEEL BODY LLC, 7625 Harriott Rd, Plain City, Ohio 43064, WITNESSETH;

WHEREAS, CLASSIC STEEL BODY desires to lease and occupy a building at 437 Dunlap Street, Delaware, OH where it will locate its headquarters and manufacturing operations; and

WHEREAS, the City of Delaware seeks to attract CLASSIC STEEL BODY to the City; and

WHEREAS, CLASSIC STEEL BODY requires assistance in securing the lease for 437 Dunlap Street until such time that the company's machinery and equipment arrives for installation and for its proposed operations; and

WHEREAS, the City of Delaware seeks to leverage the CLASSIC STEEL BODY project to update a valuable industrial building for the continued future use of the building by desired core industries; and

WHEREAS, the parties recognize that the income tax generated by the new CLASSIC STEEL BODY full-time equivalent employees required to be hired per this Agreement or any additional future employees hired beyond the commitments of this Agreement will pay for the City's contribution to the October, 2019 rent of 437 Dunlap Street to facilitate CLASSIC STEEL BODY's establishment at 437 Dunlap Street); and

WHEREAS, based on new payroll commitments established by this Agreement, forty-five percent (45%) of the income tax generated in three (3) years is estimated to pay for the City's contribution to the October, 2019 rent of 437 Dunlap Street, or less;

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

1. The City of Delaware agrees to assist CLASSIC STEEL BODY with payment of the first month (October, 2019) of rent for 437 Dunlap Street (the "Project Site") with a contribution of an Performance Based Economic Incentive Grant of up to and not to exceed \$6,000 as a direct

payment to the landlord upon the City receiving invoices from CLASSIC STEEL BODY or as a reimbursement to CLASSIC STEEL BODY after they invoice the City and provide receipts totaling \$6,000 or greater.

2. CLASSIC STEEL BODY shall lease the building at the Project Site. to locate its U.S. headquarters and manufacturing operations.
3. CLASSIC STEEL BODY shall create the equivalent of 6 new full-time equivalent (FTE) jobs at the Delaware facility. The job creation period begins November 1, 2019, and all jobs will be in place by December 31, 2020.

This increase in the number of new employees shall result in at least TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) in total annual payroll (\$250,000 NEW FULL TIME PERMANENT) generated at the Project Site by December 31, 2020 and will maintain this payroll level until at least the end of year three (3) of occupancy or December 31, 2022.

4. Based on new job and payroll creation levels, the City of Delaware estimates an annual new employee income tax revenue amount of \$4,625 (\$250,000 payroll times the current income tax rate of 1.85%) generated by CLASSIC STEEL BODY by December 31, 2020. If, during any year of this Agreement, the level of new payroll yields an annual new employee income tax revenue amount which does not reach or falls below the estimate established by this Agreement, CLASSIC STEEL BODY agrees to reimburse the City of Delaware for lost employee income taxes. Should the City's income tax rates change, the reimbursement will be adjusted accordingly.
5. CLASSIC STEEL BODY shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with this Agreement.
6. If CLASSIC STEEL BODY is unable to employ a minimum of 6 new FTEs for the THREE (3) year period established in paragraph 3 of this Agreement, CLASSIC STEEL BODY agrees to remain in the City of Delaware until the income tax generated by any new FTEs totals the amount contributed by the City towards the October 2019 rent of the Project Site. This determination will be based on income tax records kept by the City. In addition, CLASSIC STEEL BODY agrees to abide by any penalties or agreement modifications recommended by the Tax Incentive Review Council for any incentive agreements for this Project.

7. If CLASSIC STEEL BODY relocates outside of the City before the THREE (3) year repayment period stated in paragraph 3 of this Agreement, or stops generating income tax revenue equal to the cost borne by the City to assist with the installation of electrical upgrades to the Project Site, whichever is earlier, CLASSIC STEEL BODY agrees to pay the difference to the City within ninety (90) days of relocation in addition to abiding by any claw-back provisions of any other incentive agreements for this Project. CLASSIC STEEL BODY must notify the City upon a situation where it may not be able to fulfill the requirements of this incentive as early as possible, so that the City Manager and Economic Development Director can meet with the company to discuss and perhaps modify terms of the Agreement, if necessary.
8. CLASSIC STEEL BODY hereby certifies that at the time this Agreement is executed, CLASSIC STEEL BODY does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which CLASSIC STEEL BODY is liable under Chapters 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, CLASSIC STEEL BODY currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against CLASSIC STEEL BODY. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the Chapter of the Ohio Revised Code governing payment of those taxes.
9. CLASSIC STEEL BODY affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
10. CLASSIC STEEL BODY and the City of Delaware acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Delaware and approval and execution of this Agreement by CLASSIC STEEL BODY as a condition for the agreement to take effect. This Agreement takes effect upon such approval .
11. The City of Delaware has developed a policy to ensure recipients of incentives in its Community Reinvestment Area to practice non-discriminating hiring in its operations. By executing this Agreement,

CLASSIC STEEL BODY is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

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

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

13. CLASSIC STEEL BODY hereby represents that it has full authority to act, negotiate, and execute this Agreement.

IN WITNESS WHEREOF, the City of Delaware, Ohio, by R. Thomas Homan, its City Manager, and pursuant to Resolution __-__ adopted on _____, has caused this instrument to be executed this ___ day of _____ 2019, and CLASSIC STEEL BODY has caused this instrument to be executed on this _____ day of _____ 2019.

CITY OF DELAWARE

By: _____
R. Thomas Homan, City Manager

CLASSIC STEEL BODY

By: _____
Chris Baker, President
CLASSIC STEEL BODY

Approved as to form:

By: _____
Darren Shulman, Delaware City Attorney

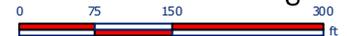


Classic Steel Body - 437 Dunlap St.

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be construed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at delcogis@co.delaware.oh.us. Prepared by: Delaware County Auditor's GIS Office



Delaware County Auditor
George Kaitsa





FACT SHEET

AGENDA ITEM NO: 14

DATE: 08/12/2019

ORDINANCE NO: 19-45

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE 2019 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING FOR A PERFORMANCE BASED ECONOMIC INCENTIVE GRANT TO CLASSIC STEEL BODY TO ASSIST WITH LEASING THE BUILDING BEFORE MACHINERY AND EQUIPMENT ARRIVES THAT WILL ALLOW THE COMPANY TO OCCUPY THE ENTIRE BUILDING AT 437 DUNLAP STREET AND DECLARING AN EMERGENCY.

BACKGROUND:

We are requesting City Council's approval to increase the General Fund Economic Development Line Item 709-0709-5230 by \$6,000 to provide for a \$6,000 Performance Based Economic Incentive Grant for CLASSIC STEEL BODY that was passed by Ordinance No. 19-44 for lease assistance so that the company can occupy a building at 437 Dunlap Street before their equipment arrives and they must begin production.

REASON WHY LEGISLATION IS NEEDED:

Our success in attracting CLASSIC STEEL BODY would allow the City to obtain an additional 6 full-time equivalent (FTE) jobs with a \$250,000 payroll in a three-year (3-year) time period. In years 1 through 3 of the agreement, 80% of the 1% general fund income tax generated by the payroll on the PROJECT for a total of \$6,000 will be dispersed into the Development Reserve Fund to reimburse the fund for this agreement.

Based on CLASSIC STEEL BODY's job and payroll creation commitments outlined above, we are proposing the following incentives.

Summary of Incentives:

- Performance Based Economic Incentive Grant – Based on the creation of 6 FTEs with \$250,000 in new annual payroll, the City of Delaware will pay up to \$6,000 towards needed lease assistance for a month for 437 Dunlap St. The funds will be directly paid to CLASSIC STEEL BODY INC or their landlord as a reimbursement after the company invoices the city for the funds and provides copies of receipts totaling \$6,000 or greater.

A supplemental appropriation of the 2019 Budget will be needed to authorize the increase to the 2019 Budget appropriated the funds for the intended purpose.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

\$6,000 from the General Fund to be allocated to General Administration – Economic Development (709-0709-5230).

POLICY CHANGES:

N/A

PRESENTER(S):

Sean Hughes, Economic Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

N/A

ORDINANCE NO. 19-45

AN ORDINANCE AMENDING THE 2019 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING FOR A PERFORMANCE BASED ECONOMIC INCENTIVE GRANT TO CLASSIC STEEL BODY TO ASSIST WITH LEASING THE BUILDING BEFORE MACHINERY AND EQUIPMENT ARRIVES THAT WILL ALLOW THE COMPANY TO OCCUPY THE ENTIRE BUILDING AT 437 DUNLAP STREET AND DECLARING AN EMERGENCY.

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

WHEREAS, the Council of the City of Delaware passed ordinance 19-44 providing a \$6,000 Performance Based Economic Incentive Grant to CLASSIC STEEL BODY to assist the company with leasing the building for a month before their machinery and equipment arrives for production; and

WHEREAS, the adopted 2019 Budget did not include specifically appropriating this \$6,000 Performance Based Economic Incentive Grant from the General Fund; and

WHEREAS, a supplemental appropriation to the 2019 Budget will be needed to authorize the increase to the 2019 Budget appropriated the funds for the intended purpose.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the Development Reserve Fund \$6,000 increasing the following account:

Professional Services (709-0709-5230)	\$6,000
---------------------------------------	---------

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

SECTION 3. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and is necessary to finalize negotiations so that construction may begin without the applicant risking the loss of the incentive, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2019

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 15

DATE: 08/12/2019

ORDINANCE NO: 19-46

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENT WITH THE KROGER CO., DELAWARE CITY SCHOOLS AND DELAWARE AREA CAREER CENTER FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON THEIR BUILDING AND PARCEL AT 2000 NUTTER FARMS LANE, DELAWARE, OHIO AND DECLARING AN EMERGENCY.

BACKGROUND:

The Kroger Co. has submitted application for a Community Reinvestment Area Tax Abatement for the construction of a 120,000 sq. ft. expansion to their existing 770,000 sq. ft. building at parcel #41822001007000.

This expansion is a significant investment in a new technology that will maintain the Delaware facility's relevance and allow it to continue to grow to meet the future needs of distribution for the Kroger Co.

Our success in assisting Ultimate Home Services would conservatively create 1 new FTE employee with a total annual payroll of \$45,000 in addition to retaining their existing 663 FTEs with an existing \$26,110,000 payroll. The 1 new FTE is what the company is able to commit to hiring, however, their contractual vendor for the equipment that will occupy the expansion will hire an additional 81 uncommitted FTEs with a payroll of \$4,306,500. These positions cannot be committed to by The Kroger Co., but will be necessary to operate the high tech robotic logistics system.

This project also has already been passed by the Olentangy Local Schools Board of Education on June 27, 2019. City staff are in continued negotiations for a contribution to the Point Project, a related infrastructure project that will allow for increased safety and efficiency for Kroger's trucks as they approach US23 north. Staff is asking for this incentive package to go to two readings, so that we can finalize those conversations.

Due to the timing of the project and their desire to begin construction on the building, we are seeking that this incentive is passed as an emergency after the second reading.

100%/15 year CRA Tax Analysis Comparison		5/13/2019	Address/Parcel Numbers	Project Acres
Project Strix			Parcel 41822001007000	
Projections				
Employees (New)		1	Per CRA application	
Employees (Retained)		663	Per CRA application	
Payroll (New)		\$45,000	Per CRA application	
Payroll (Retained)		\$0	Per CRA application	
1.85% Muni Taxes (new)		\$833	per year	
1.85% Muni Taxes (retained)		\$0	per year	
50% of Muni Taxes (over \$1 million new taxes)		\$0	per year	DOES NOT APPLY
Real Property Investment		\$27,020,000	Per CRA application	
Building Addition		\$24,270,000		
Improvements to Existing Building		\$2,750,000		
Land and/or Existing Building (not abateable)		\$0		
Personal Property Investment		\$113,270,000	Per CRA application	
F&F		\$270,000	Personal Property	
M&E		\$113,000,000	Personal Property	
Inventory		\$0	Personal Property	

Proposed Incentives:	
	<ul style="list-style-type: none"> • 100%/15 year CRA with • 30% School Pilot Payments to Schools
Project Annual Gross Value of 100% Abatement	\$ 683,038.09
Project 15-Year Gross Value of Abatement	\$10,245,571.35
30% School Pilot Per Year	\$171,706.60
30% School Pilot After 15 years	\$2,575,599.00
Net Abatement Value	\$ 7,669,972.35
Incentives as a % of Total Project Investment	5.47%

Economic Development Incentive Policy Analysis:

These cells will be colored GREEN if the criteria is met or RED if the criteria is not met:

Project is for a target industry	Yes	Secondary – Distribution; However, this is BRE
Project Hires at Greater than LMI* average wage	Yes	\$45,000/year
Project has a 25% or Greater ROI for City	Yes	
City ROI	37.78%	From NEW (1 in 3 years) and RETAINED (633)

Project has a 30% or Greater ROI for School	Yes	
School ROI	30%	
Value of Project Beyond the Analysis		The Kroger Great Lakes Distribution Center is one of our largest employers. This project will make this a state-of-art facility that will be the first of its kind.

*LMI (Low to Moderate Income) = \$41,000/year per single person household

COMMITTEE RECOMMENDATION:

Tax Incentive Review Council, 5/29/19

VOTE: Approval

FISCAL IMPACT(S):

COST: N/A

FUND SOURCES: N/A

BUDGETED: NO

DEPARTMENTS IMPACTED: Economic Development

POLICY CHANGES:

N/A

PRESENTER(S):

Sean Hughes, Economic Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

CRA School Notification Letters

Incentives Application

CRA Agreement

School Compensation Agreement

Map Exhibit of Building Location

ORDINANCE NO. 19-46

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENT WITH THE KROGER CO., DELAWARE CITY SCHOOLS AND DELAWARE AREA CAREER CENTER FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON THEIR BUILDING AND PARCEL AT 2000 NUTTER FARMS LANE, DELAWARE, OHIO AND DECLARING AN EMERGENCY.

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

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

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

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

SECTION 1. The Community Reinvestment Area Agreement by and between the City of Delaware and The Kroger Co. meets all of the guidelines established by the State of Ohio and the City of Delaware, and the same is hereby approved.

SECTION 2. The School Compensation Agreement by and between the City of Delaware, Olentangy Local School District, Delaware Area Career Center, and The Kroger Co. meets all of the school compensation guidelines established by the State of Ohio and the City of Delaware, and the same is hereby approved.

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

SECTION 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those

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

SECTION 5. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and is necessary to finalize negotiations so that construction may begin without the applicant risking the loss of the incentive, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS___ NAYS___
ABSTAIN ___

PASSED: _____, 2019

YEAS___ NAYS___
ABSTAIN ___

ATTEST:

CITY CLERK

MAYOR



May 30, 2019

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

Mark Raiff
Superintendent
Olentangy Local School District
7840 Graphics Way
Lewis Center, OH 43035

RE: The Kroger Co. Request for Community Reinvestment Area Request Tax Incentives

Dear Superintendents Raiff and Freeman:

In an attempt to retain and grow The Kroger Co.'s Great Lakes Distribution Center in the City of Delaware, the City of Delaware's Tax Incentive Negotiation Committee, that includes the superintendents and treasurers from the impacted school districts, negotiated a 100% for 15 year CRA tax abatement for their 120,000 sq. ft. expansion project to be located at their existing facility on parcel #41822001007000 (2000 Nutter Farms Lane). As part of their CRA abatement, The Kroger Co. has agreed to an annual payment equal to 30% of what the school districts normally would have received without the abatement. The amount of these payments will be based on the value of actual taxes after the County Auditor assigns a market improvement value.

All incentives are based on The Kroger Co.'s commitments of the creation of 1 new full-time job with a payroll minimum of \$45,000 within 3 years of the completion of your project, and the retention of their existing 663 full-time jobs with a minimum payroll of \$26,110,000 in the City of Delaware. A copy of their application for tax incentives is attached.

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

The City of Delaware is requesting a waiver of the required 45 business day notice period so that Delaware City Council will be able to consider these requests at our regularly scheduled Council meeting on July 8, 2018, held at Delaware City Hall, 1 South Sandusky Street, Delaware, at 7:00 P.M. A second reading and public hearing should be scheduled for March 26, 2018, but may not be needed if Council chooses to take action on the first reading for economic development purposes. School Board Members, staff and the public are welcome to attend these meetings. In lieu of the 45 business day notice period, the City's Economic Development Staff is prepared to discuss the request with the Olentangy Local School Board at their regularly scheduled meeting on June 13. Please let me know if you require any further assistance. I can be reached at 740.203.1016 or shughes@delawareohio.net. Please email me with confirmation of receipt of this notification so that I can send it with our petition to the Ohio Development Services Agency.

Yours Sincerely,
Sean Hughes
Economic Development Director

xc: Honorable George Kaitsa, Auditor
 R. Thomas Homan, City Manager
 Dean Stelzer Finance Director
 Emily Hatfield, Treasurer, Olentangy Local School District
 Chris Bell, Treasurer, Delaware Area Career Center

Attached:

1. ORC 3735.671
2. Kroger Co. application for tax incentives

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

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

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

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

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

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

(c) The amount of any cash payment by the owner of the new structure or structure to be remodeled to the school district, the dollar value, as mutually agreed to by the owner and the board of education, of any property or services provided by the owner of the property to the school district, whether by gift,

loan, or otherwise, and any payment by the legislative authority to the school district pursuant to section [5709.82](#) of the Revised Code.

The estimates of quantities used for purposes of division (A)(2) of this section shall be estimated by the legislative authority. The legislative authority shall certify to the board of education that the estimates have been made in good faith. Departures of the actual quantities from the estimates subsequent to approval of the agreement by the board of education do not invalidate the agreement.

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

(B) Each agreement shall include the following information:

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

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

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

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

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

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

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

(1) A description of real property to be exempted from taxation under the agreement, the percentage of the assessed valuation of the real property exempted from taxation, and the period for which the exemption is granted, accompanied by the statement: "The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after (insert date) nor extend beyond (insert date)."

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

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

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

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

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

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

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

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

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

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

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

(E) If any person that is party to an agreement granting an exemption from taxation discontinues operations at the structure to which that exemption applies prior to the expiration of the term of the agreement, that person, any successor to that person, and any related member shall not enter into an

agreement under this section or section [5709.62](#) , [5709.63](#) , or [5709.632](#) of the Revised Code, and no legislative authority shall enter into such an agreement with such a person, successor, or related member, prior to the expiration of five years after the discontinuation of operations. As used in this division, "successor" means a person to which the assets or equity of another person has been transferred, which transfer resulted in the full or partial nonrecognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the tax commissioner. "Related member" has the same meaning as defined in section [5733.042](#) of the Revised Code without regard to division (B) of that section.

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

(F) When an agreement is entered into under this section, the legislative authority authorizing the agreement shall forward a copy of the agreement to the director of development within fifteen days after the agreement is entered into.

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

CITY HALL — 1 SOUTH SANDUSKY STREET — DELAWARE, OHIO 43015

CLICK www.delawareohio.net



INCENTIVES APPLICATION

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

Enterprise Name: The Kroger Co.

Contact Person: Ian Smith

Address: 1014 Vine Street, Cincinnati, OH, 45202

Telephone Number: 513-762-1112

b. Project site:

Contact Person: Heather Feltz

Address: 2000 Nutter Farm Ln, Delaware, OH 43015

Telephone Number: 513-562-5794

Date: 4/16/19

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

b. **List primary 6 digit North American Industry Classification System (NAICS) # Business may list other relevant SIC numbers.**__ 445110__

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

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

3. **Name of principal owner(s) or officers of the business.** The Kroger Co. is a public entity. The Kroger Co. Board is currently composed of ten independent non-employee directors and one management director, Mr. Rodney McMullen, the Chairman and CEO. Kroger has a governance structure in which independent directors exercise meaningful and vigorous oversight. Officers also include Mr. Gary Millerchip- CFO, Mr. Michael Donnelly – COO, Ms. Jessica Adelman – Group Vice President, Mr. Yael Cosset –CDO, and Mr. Chris Hjelm – CIO.

4. a. **State the enterprise's current employment level at the proposed project site:** The Company commits to retaining 663 positions at the facility.

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? No

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

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): ~43,000 positions across retail, manufacturing, logistics and office operations.

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A.

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

5. Does the Property Owner owe:

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

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

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

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

6. Project Description:

7. Project will begin: Q2, 2019 and be completed Q2, 2022 provided a tax exemption is provided.

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

New Jobs

Employer	Full-time Permanent	Full-time Temporary
Company Committing to:		
The Kroger Co.	1	0
Primus Builders	0	116

b. **State the time frame of this projected hiring:** All Full-time Permanent jobs to be hired by 2022. All Full-Time Temporary jobs will be employed from Q2-2019 thru Q2 – 2022.

c. **State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):** All Full-time Permanent jobs to be hired by 2022. All Full-Time Temporary jobs will be employed from Q2-2019 thru Q2 – 2022.

9. a. **Estimate the amount of annual payroll such new employees will add** \$13,365,000.00 (new annual payroll must be itemized by full- and part-time and permanent and temporary new employees).

Annual Payroll

Employer	Full-time Permanent	Full-time Temporary
Company Committing to:		
The Kroger Co.	\$45,000	\$0
Primus Builders	\$0	\$13,320,000

b. **Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:** \$26,110,000

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

- A. Acquisition of Buildings/Land: \$0
- B. Additions/New Construction: \$24,270,000
- C. Improvements to existing buildings: \$2,750,000
- D. Machinery & Equipment: \$113,000,000
- E. Furniture & Fixtures: \$270,000
- F. Inventory: \$0

Total New Project Investment: \$140,290,000

11. a. **Business requests the following incentives:**

The Company requests the consideration of a Community Reinvestment Area (CRA) incentive.

b. **Business's reasons for requesting incentives (be quantitatively specific as possible):** The Company is considering one of its most significant capital expenses in its

supply chain division in the Company's history. This ~\$140M - \$150M investment to significantly expand the Company's existing space would help transform how it gets product to its customers and exceed the Company's customers' expectations. With the City's support, it would help the Company make the decision to make this investment in this area of the Company's enterprise, rather than a different investment for another initiative. The Company would be establishing this as a long-term investment that would employ Delaware residents for many years. Incentive support is necessary to provide the returns needed to make this investment viable.

Submission of this application expressly authorizes (The City of Delaware) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item# 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. (The Applicant agrees to supply additional information upon request.)

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

Name of Property Owner or Business Owner: The Kroger Co. Date: 4/26/19

Signature: *Rita S. Williams* Typed: Director, Economic Incentives & Credits

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

** Attach to Final Incentives Agreements as Exhibit A

COMMUNITY REINVESTMENT AREA AGREEMENT
CITY OF DELAWARE and **THE KROGER CO.**

This agreement made and entered into by and between the City of Delaware, Ohio, a municipal government, with its main offices located at 1 South Sandusky Street, Delaware, Ohio 43015 and **The Kroger Co., 1014 Vine St. Cincinnati, OH 45202**, , WITNESSETH;

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

WHEREAS, The Kroger Co. desires to build a new 120,000 sq. ft. expansion on its currently owned facility at 2000 Nutter Lane, Delaware, OH 43015, Parcel #41822001007000 . This PROJECT will take place within the boundaries of the aforementioned Community Reinvestment Area provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

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

WHEREAS, the City of Delaware, having the appropriate authority for the stated type of project desires to provide **The Kroger Co.** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, **The Kroger Co.** has submitted an incentive application (herein attached as Exhibit A and incorporated herein by reference) to the City of Delaware (hereinafter referred to as "APPLICATION"); and

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

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

WHEREAS, the project site as proposed by **The Kroger Co.** is located in the Olentangy Local School District and the Delaware Area Career Center (per the attached resolutions authorizing the superintendents to act on behalf of the board) has been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

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

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

1. **The Kroger Co.** shall construct a new 120,000 sq. ft. building onto the existing facility at 2000 Nutter Lane in addition to making improvements to the existing facility.

The PROJECT will begin August 1, 2019 and all construction will be completed by December 31, 2020. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

2. **The Kroger Co.** shall **create** the equivalent of **1 new full-time equivalent (FTE)** jobs at the Delaware facility. The job creation period begins **January 1, 2021** and all jobs will be in place by **December 31, 2023** (3 years or 36 months after the completion of the PROJECT per ORC 3735).

This increase in the number of new employees shall result in at least FORTY-FIVE THOUSAND DOLLARS (\$45,000) in total new annual payroll (\$45,000 NEW FULL TIME PERMANENT PAYROLL) generated at the PROJECT site.

As part of the expansion, **The Kroger Co.** also has committed to retaining their current 663 FTEs. Therefore, as part of this project, The **Kroger Co.** shall retain the 663 full-time equivalent (FTE) employees at **The Kroger Co.'s** Delaware facility until the expiration of this CRA agreement,

December 31, 2035, with a minimum existing payroll of \$26,110,000 in addition to the newly created \$45,000 payroll from the new FTEs (for a total of \$26,155,000 in payroll).

3. Based on new job and payroll creation levels, the City of Delaware estimates an annual new employee income tax revenue amount of \$832.50 (\$45,000 payroll times the current income tax rate of 1.85%) for the PROJECT. If in any year after the first three year grace period of this Agreement the level of new payroll does not reach or falls below levels established by this Agreement, **The Kroger Co.** agrees to reimburse the City of Delaware for lost employee income taxes up to the full amount of \$832.50. Should the City's income tax rates change, the reimbursement will be adjusted accordingly.
4. To the extent that **The Kroger Co.** substantially complies with the terms of this section 2 of this agreement, the company shall incur no income tax reimbursement penalty.
5. **The Kroger Co.** shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 and 5727.08 of the Ohio Revised Code if requested by the council (ORC3735.671C7).
6. **ADDITIONAL REQUIREMENTS:**

The Kroger Co. shall make payments to the **Olentangy Local Schools** and **Delaware Area Career Center** in an amount equal to thirty percent (30%) of the real property taxes that would have been payable upon the increase in assessed value to the property resulting from the PROJECT but for the CRA Exemption benefit the districts' educational initiatives. These payments shall be subject to the terms and conditions of a separate School Compensation Agreement between **The Kroger Co.**, Olentangy Local Schools, Delaware Area Career Center and the City of Delaware. Per this agreement, **The Kroger Co.** will make these payments directly to the school districts upon receipt of invoices from Olentangy Local Schools and Delaware Area Career Center for the amounts and at the times established in the School Compensation Agreement.

If Ohio tax law changes result in no net tax incentive benefits (tax incentives offered through this agreement minus the school compensation payment is negative), The Kroger Co. may request that the City of Delaware Tax Incentive Review Council modify or terminate this agreement.

7. City of Delaware hereby grants **The Kroger Co.** a tax exemption for real property improvements made to the PROJECT site pursuant to Section

3735.67 of the Ohio Revised Code, which tax exemption shall be for fifteen (15) years in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%
Year 11	100%
Year 12	100%
Year 13	100%
Year 14	100%
Year 15	100%

DRAFT

The exemption commences the first full taxable year the facility is 100% complete. No exemption shall commence before January 1, 2021, nor extend beyond December 31, 2035. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property improvements at the PROJECT site. **The Kroger Co.** must file the appropriate tax forms (DTE 23) with the County Auditor to effect and maintain the exemptions covered in the agreement.

8. **The Kroger Co.** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

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

9. Waiver Requirement (for jobs relocated within Ohio)
If the Director of Development has issued a waiver under Section 5709.633 of the Ohio Revised Code as a condition for the agreement to be executed, the following applies:

Continuation of this agreement is subject to the validity of the circumstances upon which **The Kroger Co.** applied for, and the Director of the Ohio Department of Development issued, the waiver pursuant to Section 5709.633 of the Ohio Revised Code. If, after formal approval of this agreement by the City of Delaware, the Director or the City of Delaware discovers that such a circumstance did not exist, **The Kroger Co.** shall be deemed to have materially failed to comply with this agreement. The formal waiver document shall be incorporated as an exhibit to this agreement and specifies conditions enumerated in Section 5709.633 of the Ohio Revised Code upon which the waiver was issued.

10. **The Kroger Co.** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If, after thirty days notice to **The Kroger Co.** that it has failed to pay such taxes or file such returns and reports, **The Kroger Co.** fails to remedy such failure, then all incentives granted under this agreement are

rescinded

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beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter (ORC3735.671C2).

11. City of Delaware shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions (ORC3735.671C4).
12. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the area, or the City of Delaware revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless **The Kroger Co.** materially fails to fulfill their obligations under this agreement and the City of Delaware terminates or modifies the exemptions from taxation granted under this agreement (ORC3735.671C5).
13. If **The Kroger Co.** materially fails to fulfill their obligations under this agreement, or if the City of Delaware determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of Delaware may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
14. (a) **The Kroger Co.** hereby certifies that at the time this agreement is executed, **The Kroger Co.** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **The Kroger Co.** is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, **The Kroger Co.** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **The Kroger Co.** for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
15. (a) **The Kroger Co.** affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of

the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

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

16. **The Kroger Co.** and the City of Delaware acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Delaware and approval and execution of this agreement by **The Kroger Co.** as a condition for the agreement to take effect (ORC3735.671C10).
17. The City of Delaware has developed a policy to ensure recipients of a Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, **The Kroger Co.** is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
18. Exemptions from taxation granted under this agreement shall be revoked if it is determined that **The Kroger Co.** any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections (ORC3735.671C9).
19. In any three-year period after the first three years of the agreement during which this agreement is in effect, if the actual number of full-time equivalent employees created or retained by **The Kroger Co., averaged over the three year period in question,** is not equal to or greater than 598 full-time equivalent (FTE) employees (such number being 90% of the 664 full-time equivalent positions to be created or retained under this Agreement), **The Kroger Co.** shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that

three-year period. In addition, the City of Delaware may terminate or modify the exemptions from taxation granted under this agreement.

20. **The Kroger Co.** affirmatively covenants that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representative of **The Kroger Co.** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **The Kroger Co.** shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code 2921.13(A)(4), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
21. Other than a transfer or an assignment to an affiliate of The Kroger Co., this agreement is not transferable or assignable without the express, written approval of the City of Delaware.
22. **The Kroger Co.** acknowledges that if any person that is party to an agreement granting an exemption from taxation discontinues operations at the structure to which that exemption applies prior to the expiration of the term of the agreement, that person, any successor to that person, and any related member shall not enter into an agreement under Section 3735.671 or sections or sections 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code, and no legislative authority shall enter into such an agreement with such a person, successor, or related member, prior to the expiration of five years after the discontinuation of operations. As used in this division, 'successor' means a person to which the assets or equity of another person has been transferred, which transfer resulted in the full or partial non-recognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the tax commissioner. 'Related member' has the same meaning as defined in section 5733.042 of the Ohio Revised Code without regard to Division (B) of that section (ORC3735.671E).
23. **The Kroger Co.** hereby represents that they have full authority to act, negotiate, and execute this agreement.

IN WITNESS WHEREOF, the City of Delaware, Ohio, by R. Thomas Homan, its City Manager, and pursuant to **Resolution** __ - __ adopted on _____, has caused this instrument to be executed this _____ day of _____ 2018, and **The Kroger Co.** has caused this instrument to be executed on this _____ day of _____ 2018.

CITY OF DELAWARE

By: _____
R. Thomas Homan, City Manager

The Kroger Co.

By: _____
_____(Name)
_____(Title)

Approved as to form:

By: _ Darren Shulman, Delaware City
Attorney

**School Compensation Agreement
The Kroger Co.
Community Reinvestment Area #141-1135-01**

This agreement between the **City of Delaware**, a municipal corporation, with its offices at 1 South Sandusky Street, Delaware, Ohio 43015; **Olentangy Local School District Board of Education**, a public school district, with its principal offices at 7840 Graphics Way, Lewis Center, OH 43035; **Delaware Area Career Center Board of Education**, a public school district with its principal offices at 4565 Columbus Pike, Delaware, OH 43015, and **The Kroger Co.**, 1014 Vine St., Cincinnati, OH 45202 specifies the manner in which and procedures to be used pursuant to Ohio Revised Code 3735 authorizing general compensation relating to the Community Reinvestment Area tax abatement for the construction of a new 120,000 sq. ft. expansion on its currently owned facility at 2000 Nutter Lane, Delaware, OH 43015, Parcel #41822001007000 (the "PROJECT") in Delaware's Community Reinvestment Area #141-1135-01.

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

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

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

Whereas, effective April 15, 2004, a Delaware Area Career Center Board of Education resolution authorized the Superintendent to act on its behalf to negotiate, approve, and define terms and conditions on any Tax Incentive Agreement; the minutes of the May 29, 2019 Tax Incentive Negotiating Committee document the Superintendent's approval; and

Whereas, the City of Delaware within **Ordinance Number** ___-__ adopted on _____, 2019, has acted pursuant to ORC 3735 to grant a tax exemption to **The Kroger Co.** and entered into a formal Community Reinvestment Area abatement agreement on _____, **2019** (the "Community Reinvestment Area Agreement"); and

Whereas, Item 6a of the Community Reinvestment Area Agreement relating to the PROJECT requires compensation to the Olentangy Local School District and Delaware Area Career Center for the sole benefit of educational initiatives.

Now therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements hereinafter set forth by the City of Delaware, Olentangy Local School District, Delaware Area Career Center, and **The Kroger Co.** agree as follows:

Section 1. **The Kroger Co.** shall make payments to the **Olentangy Local Schools** and **Delaware Area Career Center** in an amount equal to thirty percent (30%) of the real property taxes that would have been payable to the Olentangy Local Schools and Delaware Area Career Center upon the increase in assessed value to the property resulting from the PROJECT but for the CRA exemption for fifteen (15) years in accordance with the terms and conditions set forth in Item 6a of the Community Reinvestment Area Agreement. Payments shall be made upon The Kroger Co.'s receipt of invoices per the instructions set forth in Item 6a of the Community Reinvestment Area Agreement, and the first payment shall be due September 30, 2022 so long as the CRA exemption commences in tax year 2021 pursuant to Section 7 of the Community Reinvestment Area Agreement. If the CRA exemption commences after tax year 2021 pursuant to Section 7 of the Community Reinvestment Area agreement, the first payment shall be made by September 30th of the following calendar year.

Section 2. The cash payments made by **The Kroger Co.** to the Olentangy Local School District and Delaware Area Career Center **satisfies ORC Section 5709.82(C)(2) (School Compensation Agreement is mutually acceptable)** and shall be used for educational initiatives for the sole benefit of the Olentangy Local Schools and the Delaware Area Career Center, as follows:

a.	Olentangy Local School District	30%
b.	Delaware Area Career Center	30%
c.	Total	30%

Section 3. This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

Note: All parties agree that if Ohio tax reform results in no net tax incentive benefits (if the sum of tax incentives offered through the Community Reinvestment Area Agreement minus the school compensation payment is negative), THE KROGER CO. may request that the City of Delaware Tax Incentive Review Council recommend agreement modification or termination. No School Compensation payment is required if there is no net tax benefit to THE KROGER CO.

Section 4. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this agreement.

Section 5. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

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

Mark T. Raiff
Superintendent
Olentangy Local Schools
7840 Graphics Way
Lewis Center, Ohio 43035

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

Joseph W. Bradley
Vice President & Assistant Treasurer
The Kroger Co.
1014 Vine Street
Cincinnati, OH 45202

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

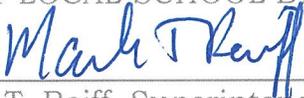
Section 6. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

In witness whereof, the parties have caused this Agreement to be executed as of this 27 day of June 2019.

CITY OF DELAWARE

R. Thomas Homan

OLENTANGY LOCAL SCHOOL DISTRICT



Mark T. Raiff, Superintendent

DELAWARE AREA CAREER CENTER

Mary Beth Freeman, Superintendent

THE KROGER CO.

Joseph W. Bradley, Vice President & Assistant Treasurer

Approved as to form:

By: _____
Darren Shulman, Delaware City Attorney

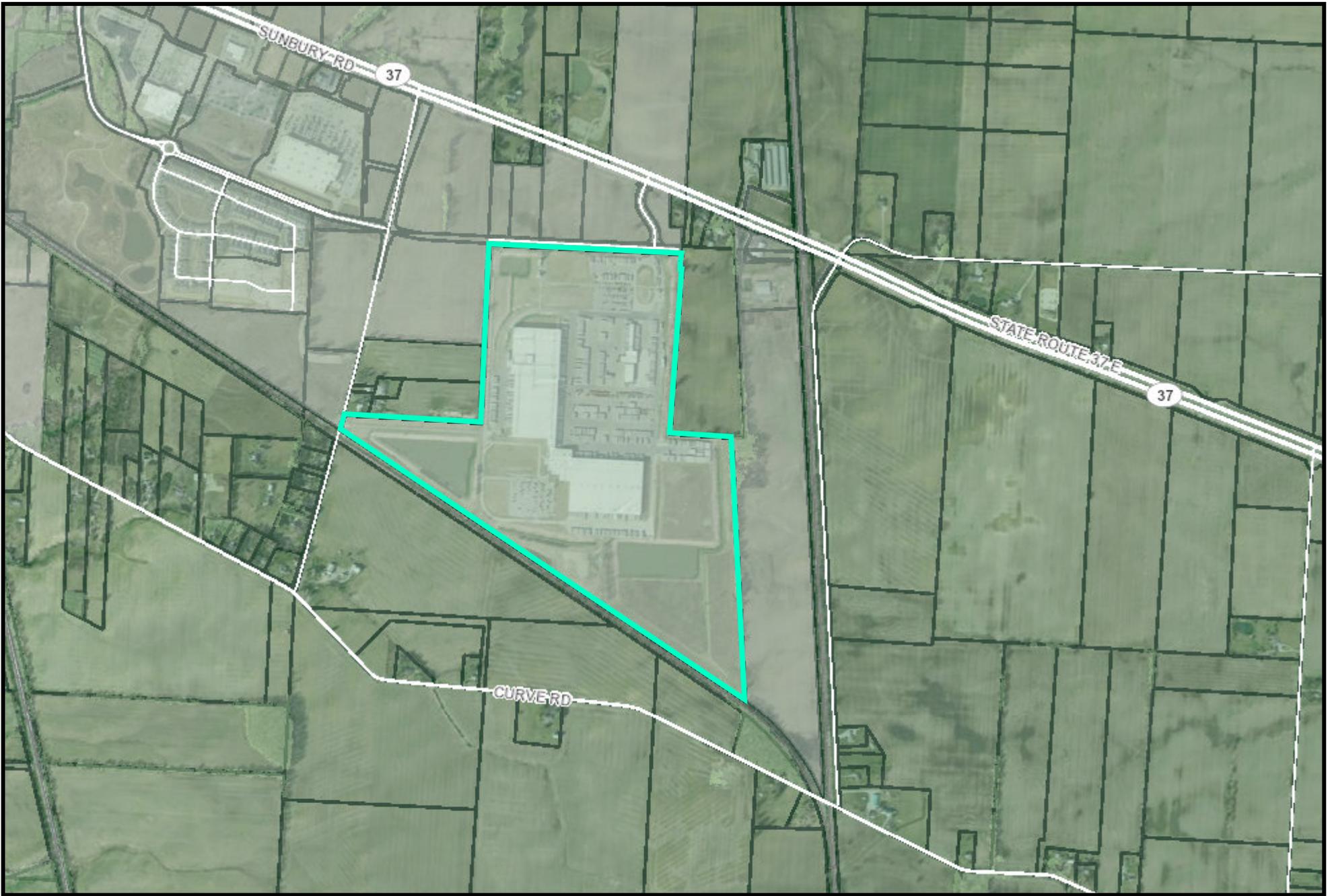
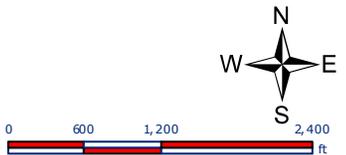


Exhibit - Kroger DC, Parcel 4182200100

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at delcogis@co.delaware.oh.us. Prepared by: Delaware County Auditor's GIS Office



Delaware County Auditor
George Kaitsa





FACT SHEET

AGENDA ITEM NO: 16

DATE: 08/12/2019

ORDINANCE NO: 19-47

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
August 26, 2019 at 7:30 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR J. JILL PROPERTIES LLC., FOR THE RICE BUILDING FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-2 (CENTRAL BUSINESS DISTRICT) AT 50 WEST WILLIAM STREET ON APPROXIMATELY 0.119 ACRES.

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 7-0 on August 7, 2019.

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. 19-47

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR J.JILL PROPERTIES LLC., FOR THE RICE BUILDING FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-2 (CENTRAL BUSINESS DISTRICT) AT 50 WEST WILLIAM STREET ON APPROXIMATELY 0.119 ACRES.

WHEREAS, the Planning Commission at its meeting of August 7, 2019 recommended approval of a Rezoning Amendment for J. Jill Properties LLC., for the Rice Building from B-3 (Community Business District) to B-2 (Central Business District) at 50 West William Street on approximately 0.119 acres (PC Case 2019-1727).

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

SECTION 1. That the Rezoning Amendment for J. Jill Properties LLC., for the Rice Building from B-3 (Community Business District) to B-2 (Central Business District) at 50 West William Street on approximately 0.119 acres, is hereby confirmed, approved, and accepted with the following condition that:

- 1. Any change of use and/or new structure(s) shall require achieve compliance with B-2 zoning requirements.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2019

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 17

DATE: 8/12/2019

ORDINANCE NO: 19-48

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR J.JILL PROPERTIES LLC., FOR THE RICE BUILDING AT 50 WEST WILLIAM STREET ON APPROXIMATELY 0.119 ACRES AND ZONED B-2 (CENTRAL BUSINESS DISTRICT).

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on August 7, 2019.

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. 19-48

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR J.JILL PROPERTIES LLC., FOR THE RICE BUILDING AT 50 WEST WILLIAM STREET ON APPROXIMATELY 0.119 ACRES AND ZONED B-2 (CENTRAL BUSINESS DISTRICT).

WHEREAS, the Planning Commission at its meeting of August 7, 2019 recommended approval of a Combined Preliminary and Final Development Plan for J. Jill Properties LLC., for the Rice Building at 50 West William Street on approximately 0.119 acres and zoned B-2 (Central Business District (PC Case 2019-1728)).

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

SECTION 1. That the Combined Preliminary and Final Development Plan for J. Jill Properties LLC., for the Rice Building at 50 West William Street on approximately 0.119 acres and zoned B-2 (Central Business District), is hereby confirmed, approved, and accepted with the following conditions that:

1. A formal set of engineering drawings shall not be required but the development shall meet the minimum storm water quality design requirements per the City Engineer approval.
2. The number of on-site parking spaces along North Franklin Street shall not exceed nine spaces.
3. Per the City Arborist, the two existing trees shall not be replaced because they are dead, damaged or disease per Chapter 1168 Tree Preservation Regulations.
4. Street tree(s) shall be required along West William Street per the zoning code requirements.
5. The signage shall achieve compliance with the Historic District Overlay requirements and the minimum zoning code requirements.
6. The site lighting shall achieve compliance with the minimum zoning code requirements and shall be approved by the Chief Building Official.
7. The sidewalks on West William Street and North Franklin Street shall achieve compliance with City Engineering requirements.

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

VOTE ON RULE SUSPENSION:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2019

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

CASE NUMBERS: 2019-1727-1728

REQUEST: Multiple Requests

PROJECT: The Rice Building

MEETING DATE: August 7, 2019

APPLICANT/OWNER

Jeff & Jill Rice
6 Darlington Road
Delaware, Ohio 43015

REQUEST

2019-1727: A request by J. Jill Properties LLC., for a Rezoning at 50 West William Street from B-3 (Community Business District) to B-2 (Central Business District) on approximately 0.119 acres.

2019-1728: A request by J. Jill Properties LLC., for a Combined Preliminary and Final Development Plan for The Rice Building at 50 West William Street on approximately 0.119 acres zoned B-2.

PROPERTY LOCATION & DESCRIPTION

The subject building is located at 50 West William Street which is north of West William Street and west of North Franklin Street. The zoning of the property is B-3 (Community Business District), as are the properties to the immediate north, west, and south. Properties to the east are zoned B-2 (Central Business District). The subject site is also located in the Transitional Sub-District of the Downtown Historic District Overlay.

BACKGROUND/PROPOSAL

The applicant purchased the subject parcel in May 2018 and proceeded in a lengthy Phase I and Phase II Environmental Assessment that was completed, due to the property being a former gas station. Fortunately, the property received a 'No Further Action' determination after the required remediation. In addition to this expenditure, the Applicant hired a licensed contractor to inspect and remove asbestos from the building in preparation for demolition. Then the owner retained an architect and proceeded through the Historic Preservation Commission process. On July 24, 2019, the Historic Preservation Commission approved the demolition and design, materials and color of the construction of a new building at 50 West William Street. Now the owner is requesting a Rezoning to B-2 and Combined Preliminary and Final Development Plan to advance this project to construction.

The owner is requesting to demolish the existing building and to construct a two story building while retaining the nine parking spots fronting North Franklin Street. The building footprint would be moved approximately 18 feet south from the previous building while maintaining the nine parking spaces fronting North Franklin Street. The first story will be a boutique-style fitness center while the second floor would be an apartment with a private elevator and a garage.

STAFF ANALYSIS

- **ZONING:** As previously mentioned, the property is zoned B-3 which allows commercial uses including the boutique-style fitness use but not any residential uses. The proposed B-2 zoning district allows dwelling units on upper floors of commercial or office buildings. Almost the entire downtown core of Delaware (which is located east across North Franklin Street from the subject site) is zoned B-2 which has several apartments above downtown commercial and office uses. Also, the Comprehensive Plan Future Land Use Map recommends Mixed Use future land use for this property and the surrounding properties. The proposed B-2 zoning complies with this mixed land use recommendation by mixing commercial, office, and residential uses. Therefore, the proposed B-2 zoning district with commercial and office uses on the first floor and residential on the second floor would achieve compliance with the land use plan. In conclusion the proposed rezoning and extending the B-2 zoning across North Franklin Street appears to be a practical extension of the zoning district for a use that is compatible to the existing downtown uses and the land use plan.
- **GENERAL ENGINEERING:** Per the Engineering Department, the proposed use requires minor work and would have to achieve compliance with storm water quality design requirements. A formal set of engineering drawings would not be required.
- **SITE CONFIGURATION:** The proposed two-story approximate 4,000 square foot building would be located approximately five feet from the West William Street right-of-way with nine parking spaces fronting North Franklin Street while the existing single story building is located approximately 23 feet from West William Street with nine parking spaces fronting North Franklin Street. Therefore the proposed building would be

located approximately 18 feet closer to West William Street. The proposed location would be more usable for the owner from a design perspective. The main entrance for the first floor commercial use would be on the North Franklin Street elevation while a secondary access would be on the West William Street elevation. The main entrance for the second floor residential use would be on north elevation through a staircase along with the garage for the residential use. With the rezoning to B-2, the subject building would meet the building setback requirements in the B-2 zoning district which generally allows construction up to the primary street line. The owner and second floor tenant would likely utilize tip cart refuse service with the carts located in a storage area under the steps on the north elevation.

- **BUILDING DESIGN:** As mentioned above, the Historic Preservation Commission approved the building design, materials and colors on July 24, 2019. The proposed approximately 4,000 square foot two-story rectangular-shaped structure will have a façade of primarily red brick, paired with a smooth-finish horizontal cement-fiber board siding with a 4" exposure and painted a deep navy blue. The gable-style roof will be covered with black architectural asphalt shingles, with vertical cement-fiber board siding in the gable ends, and harkening to the majestic former residential homes on the same side of the block to its north. Windows will be single or double with divides, two-over-two, wood aluminum-clad double-hung windows in black. On the south (side) elevation second floor and facing West William Street, wood double entry doors (similar in style to the east elevation commercial unit front entry door) will open from the residential unit onto a small black 5'x12' wood balcony with a black wrought iron guardrail to accommodate a small bistro table and two chairs. The balcony will be supported by structural load-bearing wood columns, thereby also creating a covered porch for the first floor underneath. The first floor covered porch will also have wood double entry doors, identical to those above it, opening from the commercial space onto the porch. On the east (front) elevation, the main entrance to the first floor commercial space will be on North Franklin Street via a wood entry door flanked by sidelights. A black shed-type awning is planned above the entrance, preferably in a metal material as first choice or a taut Sunbrella-type fabric material as a second choice. The west (rear) elevation wall (facing the Willis Education Center parking lot behind a ~10 foot high chain link fence) must be, per the State Building Code, a 2-hour fire-rated wall with no openings or penetrations. This wall will be clad with a smooth-finish horizontal cement-fiber board siding with a 4" exposure painted a deep navy blue. Three black shuttered faux windows will be situated on the second floor residential level. The north (side) elevation serves as the entrance to the second floor residential unit. The north-facing one-car garage will have a wood carriage-style door and will contain a small elevator acting as an interior entrance to the second floor apartment. A stained wood exterior stair situated in the rear on the northwest corner of the building will also lead to and from the second floor and act as fire egress. The wood entry door will have 50% glass and will be covered by a black shed-type metal or taut Sunbrella-type fabric awning to match the awning on the east (front) elevation. Under the stairs, trash receptacles will be screened in an 8 foot high wood fenced enclosure painted black.
- **SIGNAGE:** The applicant is requesting a nine square foot pedestrian-oriented projecting sign with the business name that will be located to the side of the entry door on the west elevation (North Franklin Street). The proposed sign would have to achieve compliance Historic District Overlay requirements.
- **LIGHTING:** The owner is proposing black metal lantern-style light fixtures to be placed at building entrances, and security and emergency exit lighting will be installed on the building, as required by code. No light pole(s) or other type of lighting is being proposed at this time.
- **TREE REMOVAL & REPLACEMENT:** There are two large trees located on the subject site but the City Arborist has determined both trees are dead, damaged, diseased and/or invasive species and would not have to be replaced per Chapter 1168 Tree Preservation Requirements.
- **LANDSCAPING & SCREENING:** The applicant would have to install street tree(s) along West William Street but would have to achieve compliance with minimum site distance requirements. No other landscaping is provide or required based on the proposed layout based on the zoning code.

STAFF RECOMMENDATION (2019-1727 – REZONING)

Staff recommends approval of a request by J. Jill Properties LLC., for a Rezoning at 50 West William Street from B-3 (Community Business District) to B-2 (Central Business District) on approximately 0.119 acres, with the following condition:

1. Any change of use and/or new structure(s) shall require achieve compliance with B-2 zoning requirements.

STAFF RECOMMENDATION (2019-1728 – COMBINED PRELIMINARY & FINAL DEVELOPMENT PLAN)

Staff recommends approval of a request by J. Jill Properties LLC., for a Combined Preliminary and Final Development Plan for The Rice Building at 50 West William Street on approximately 0.119 acres zoned B-2, with the following conditions:

1. A formal set of engineering drawings shall not be required but the development shall meet the minimum storm water quality design requirements per the City Engineer approval.
2. The number of on-site parking spaces along North Franklin Street shall not exceed nine spaces.
3. Per the City Arborist, the two existing trees shall not be replaced because they are dead, damaged or disease per Chapter 1168 Tree Preservation Regulations.
4. Street tree(s) shall be required along West William Street per the zoning code requirements.
5. The signage shall achieve compliance with the Historic District Overlay requirements and the minimum zoning code requirements.
6. The site lighting shall achieve compliance with the minimum zoning code requirements and shall be approved by the Chief Building Official.
7. The sidewalks on West William Street and North Franklin Street shall achieve compliance with City Engineering requirements.

COMMISSION NOTES:

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

CONDITIONS/MISCELLANEOUS:

50 West William Street – Current Status:

We, Jill and Jeff Rice, had been in contract on 50 West William Street since September 12th 2017, and closed on the property on May 3, 2018.

The delay in closing was largely due to the property having formerly been a gas station, and the associated risks of owning such properties. After extensive Phase I, Phase II and remediation, the property was deemed, 'No Further Action' from an environmentally-certified company. In addition to this, there was an asbestos inspection completed, which resulted in removal by licensed contractor.

As was stated in our submission to HPC and City of Delaware, in November 2017, the property has been vacant since 2013 and is in very bad condition.

There is no HVAC and no plumbing. Also, water has caused severe damage to the south/southwest part of the building, which is being held up by temporary supports with angle iron and ratchet straps. In addition, interior sewer lines have been jack-hammered out of the floor and there are many broken windows. It is our understanding that 50 West William St contains no features of architectural or historic significance.

The property has been reviewed by different architects and contractors; all have deemed the property to be not usable in its current condition and cost prohibitive to rehab or remodel, and therefore must be demolished.

50 West William Street – Proposed Plan:

Our request is to build a two-story building, with the same site configuration, including historic parking, on the property. The building would essentially be where the existing structure is located, but in a more usable configuration.

The proposed two-story rectangular-shaped structure that will be a mix of brick and cement-fiber board siding, and will be approximately 4,000 sq. feet.

The first story will house a boutique-style fitness studio. We have owned and operated private, boutique fitness studios in Fairlawn and Hudson, OH, for 10 + years, prior to relocating to the Columbus area, to be near family. Having lived in the downtown area for nearly 9 years, we see an opportunity to use our experience and bring this type of service/business to downtown Delaware.

The second story will house a large-upscale rental apartment with private elevator and garage parking. Due to the building not being able to be rehabbed, we had to develop a business plan to cover the cost of constructing a new building. The solution is to have additional income from the rental. On a side note, our mother/mother-in-law will move into the second story, which will move her closer to us and our children, as well as bring another full-time resident into the downtown Delaware corridor.

Additionally, we live in the NW neighborhood, within walking distance to this property and are active in the Delaware community with our 4 children. In short, we want to fully embrace the growth of downtown Delaware and bring a family-owned and operated healthy-life style service to the community.

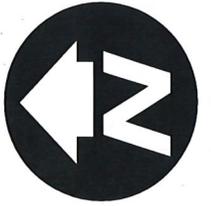
We also intend to use local architects, contractors, employees and will abide by zoning/building requirements. As part of our proforma, we will hire 4-6 people within the first 18 months of opening.

Additionally, we will not compromise area parking, as our fitness classes will range in size from 6 – 12 clients at a time, mainly offering classes in the morning and early evening.

With this, we ask for the support of the Historic Preservation Commission.

Thank you,

Jill and Jeff Rice

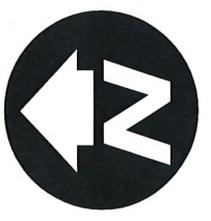


2019-1727-1728
 Rezoning Amendment, Combined Preliminary
 and Final Development Plan
 The Rice Building - 50 West William Street
 Location Map



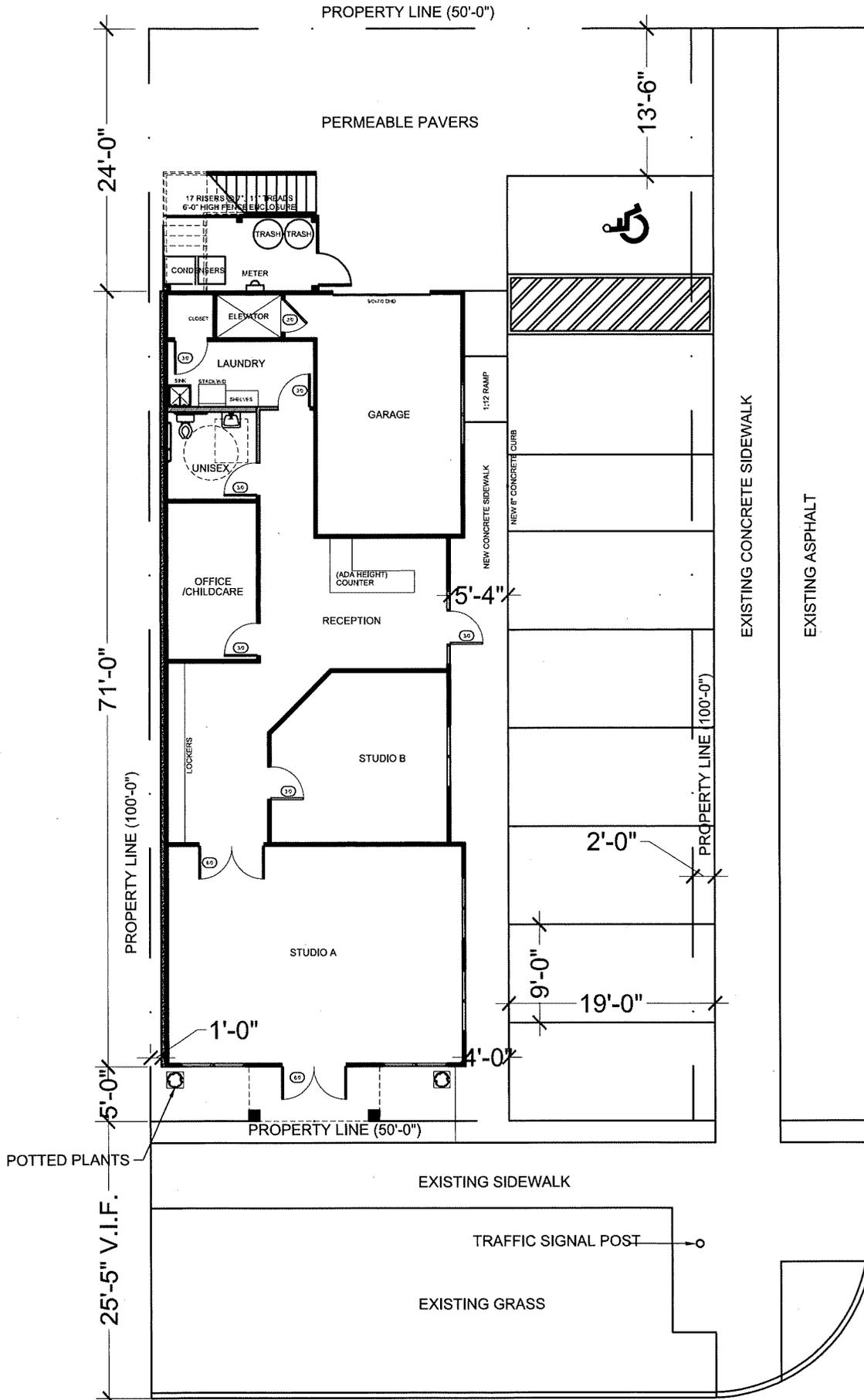
2019-1727-1728
 Rezoning Amendment, Combined Preliminary
 and Final Development Plan
 The Rice Building - 50 West William Street
 Zoning Map





2019-1727-1728
Rezoning Amendment, Combined Preliminary
and Final Development Plan
The Rice Building - 50 West William Street
Aerial (2016) Map





PROPERTY LINE (50'-0")

PERMEABLE PAVERS

24'-0"

13'-6"

71'-0"

PROPERTY LINE (100'-0")

5'-0"

25'-5" V.I.F.

PROPERTY LINE (50'-0")

CLINET

ELEVATOR

TRASH

TRASH

CONDENSERS

METER

TRK

STACKING

DRIVES

UNISEX

LAUNDRY

GARAGE

OFFICE /CHILD CARE

RECEPTION

STUDIO B

STUDIO A

LOCKERS

(ADA HEIGHT) COUNTER

1:12 RAMP

NEW CONCRETE SIDEWALK

NEW 8" CONCRETE CURB



EXISTING CONCRETE SIDEWALK

EXISTING ASPHALT

NORTH FRANKLIN STREET

PROPERTY LINE (100'-0")

2'-0"

9'-0"

19'-0"

1'-0"

4'-0"

POTTED PLANTS

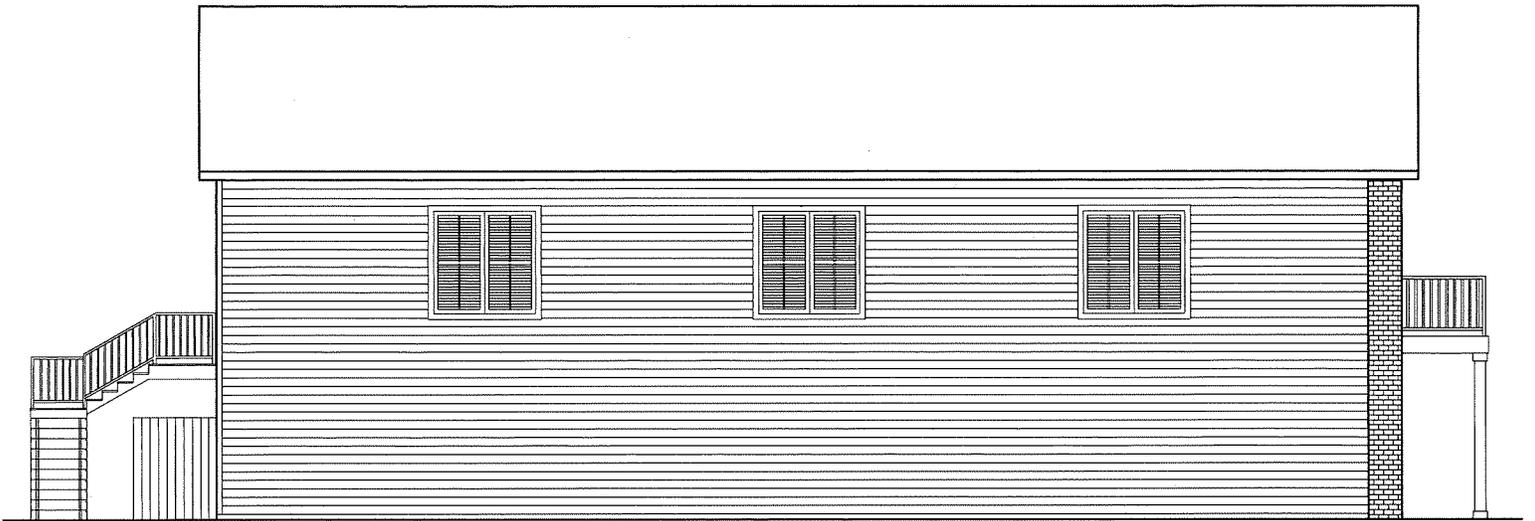
EXISTING SIDEWALK

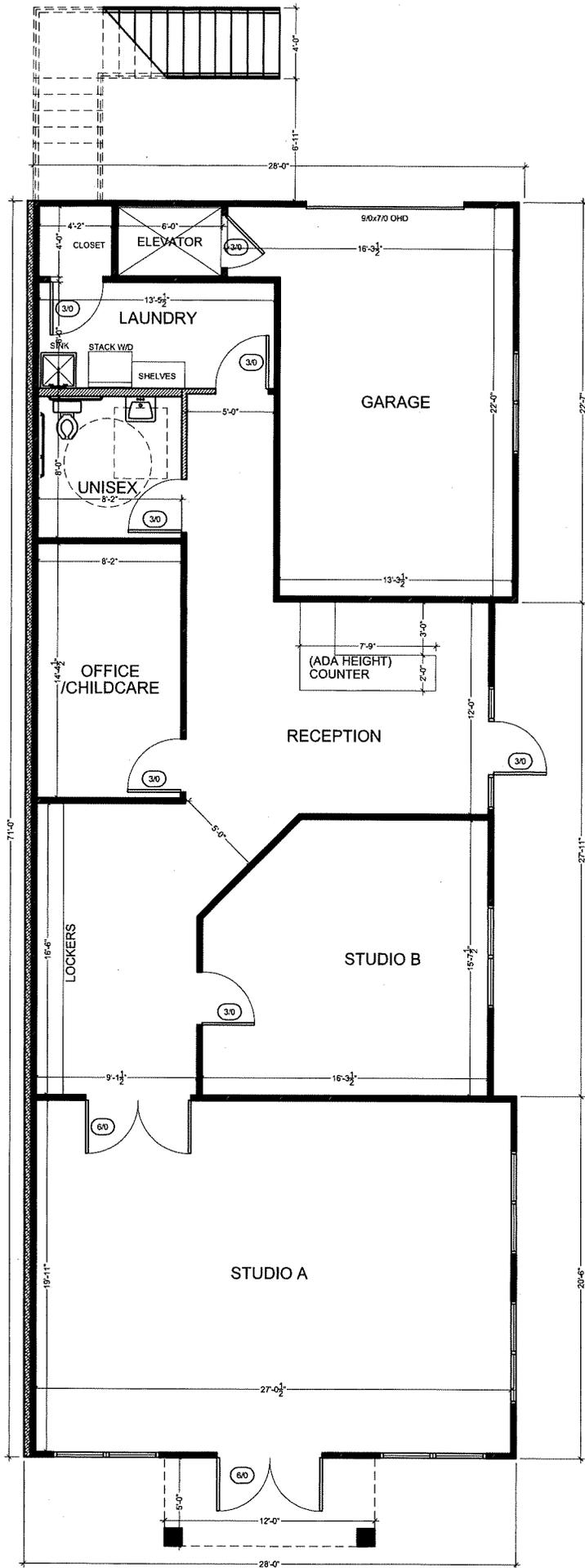
TRAFFIC SIGNAL POST

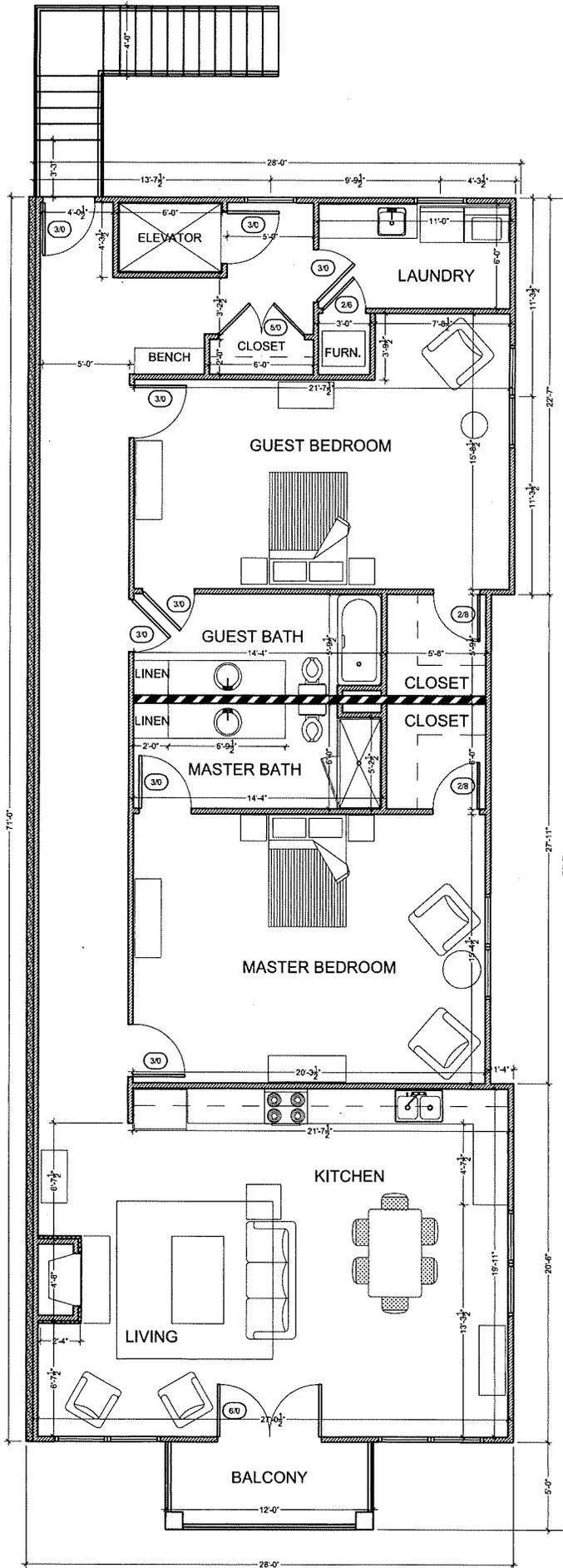
EXISTING GRASS

WEST WILLIAM STREET









SECOND FLOOR PLAN
 JUNE 24, 2019

PC AUGUST 7



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



CC 12 + 20

Project #

Case # 2019-1727 REC-500
2019-1728 CPFD 1000

Planning Commission

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

Subdivision/Project Name The Rice Building Address 50 West William St Delaware OH
(Lot size 50x100)
Acreage .119 Square Footage 5,000 Number of Lots 1 Number of Units 2
Zoning District/Land Use B-3 Proposed Zoning/Land Use B-2 Parcel # 519 432 260 090 00

Applicant Name Jeff and Jill Rice Contact Person Jeff Rice
Applicant Address 6 Darlington Rd
Phone 614-493-6546 Fax E-mail jrincbuse@hotmail.com
Owner Name Jeff and Jill Rice Contact Person Jeff Rice
Owner Address 6 Darlington Rd
Phone 614-493-6546 Fax E-mail jrincbuse@hotmail.com
Engineer/Architect/Attorney Karen Beasley Contact Person Karen Beasley
Address
Phone 937-599-2323 Fax E-mail kbeasley@beasleyarchitecture.com

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

Owner Signature Jill M Rice Owner Printed Name Jill M Rice
Agent Signature Agent Printed Name

Sworn to before me and subscribed in my presence this 11 day of June, 2019.



Notary Stamp
JOSEPH R. MARSHALL
Notary Public, State of Ohio
My Commission Expires
July 9, 2023

Notary Public signature





FACT SHEET

AGENDA ITEM NO: 18

DATE: 08/12/2019

ORDINANCE NO: 19-49

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
August 26, 2019 @ 7:40 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR MAKAPA LLC., FOR BELLE COMMONS BUSINESS PARK FROM R-3 (ONE-RESIDENTIAL DISTRICT) TO R-3 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) ON APPROXIMATELY 11.128 ACRES (PARCELS 419-122-01-027-000 & 419-122-01-029-000) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

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 7-0 on August 7, 2019.

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. 19-49

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR MAKAPA LLC., FOR BELLE COMMONS BUSINESS PARK FROM R-3 (ONE-RESIDENTIAL DISTRICT) TO R-3 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) ON APPROXIMATELY 11.128 ACRES (PARCELS 419-122-01-027-000 & 419-122-01-029-000) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

WHEREAS, the Planning Commission at its meeting of August 7, 2019 recommended approval of a Rezoning Amendment for MAKAPA LLC., for Belle Commons Business Park from R-3 (One-Family Residential Business District) to R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road (PC Case 2018-1965).

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

SECTION 1. That the Rezoning Amendment for MAKAPA LLC., for Belle Commons Business Park from R-3 (One-Family Residential Business District) to R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road, is hereby confirmed, approved, and accepted with the following condition that:

1. Any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2019

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 19

DATE: 08/12/2019

ORDINANCE NO: 19-50

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
August 26, 2019 at 7:40 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR BELLE COMMONS BUSINESS PARK ON APPROXIMATELY 11.128 ACRES (PARCELS 419-122-01-027-000 & 419-122-01-029-000) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

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 7-0 on August 7, 2019.

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. 19-50

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR BELLE COMMONS BUSINESS PARK ON APPROXIMATELY 11.128 ACRES (PARCELS 419-122-01-027-000 & 419-122-01-029-000) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

WHEREAS, the Planning Commission at its meeting of August 7, 2019 recommended approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Belle Commons Business Park on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road (PC Case 2018-1966).

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

SECTION 1. That the Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Belle Commons Business Park on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and on the east side of Liberty Road, is hereby confirmed, approved, and accepted.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2019

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 20

DATE: 08/12/2019

ORDINANCE NO: 19-51

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR MAKAPA LLC., FOR BELLE COMMONS BUSINESS PARK ON APPROXIMATELY 11.128 ACRES ON PROPERTY ZONED R-3 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1129 requirements of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on August 7, 2019.

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. 19-51

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR MAKAPA LLC., FOR BELLE COMMONS BUSINESS PARK ON APPROXIMATELY 11.128 ACRES ON PROPERTY ZONED R-3 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

WHEREAS, the Planning Commission at its meeting of August 7, 2019 recommended approval of a Preliminary Development Plan for MAKAPA LLC., for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and on the east side of Liberty Road (PC Case 2018-1967).

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

SECTION 1. That the Preliminary Development Plan for MAKAPA LLC., for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and on the east side of Liberty Road, 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 number of required parking spaces shall in accordance with the approved development text and approved Final Development Plan.
3. The proposed buildings shall achieve compliance with the design standards of the approved development text.
4. There are two preserves with one located at the southwestern portion of the site along Liberty Avenue and Belle Road which is approximately 2.398 acres while a second tree preserve is located along the eastern portion of the site adjacent to the single family homes which is 1.455

acres and they shall be within an easement with the appropriate language that would need to be reviewed and approved by staff and then be recorded at the county.

5. The applicant shall be required to pay a tree replacement fee calculated at \$1,900 per the submitted tree survey to achieve compliance with Chapter 1168 Tree Preservation Regulations along with the approved development text.
6. Street trees shall be installed along Liberty Road per the zoning code during the Final Development Plan process.
7. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
8. A lighting plan shall be reviewed and approved by the City per Chapter 1158 Lighting Plan during the Final Development Plan process.
9. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
10. The entire development shall achieve compliance with the minimum engineering, public works and fire department requirements.
11. A sidewalk shall be required along Liberty Road and a sidewalk shall be required along Belle Avenue with a pedestrian crossing per the City Engineer. The sidewalks and the Belle Avenue pedestrian crossing shall be installed prior to any final occupancy approval for the first building in the subject development.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2019

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 21

DATE: 08/12/2019

ORDINANCE NO: 19-52

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT FOR MAKAPA LLC., FOR BELLE COMMONS BUSINESS PARK ON APPROXIMATELY 11.128 ACRES ON PROPERTY ZONED R-3 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Chapter 1111 Subdivision Regulations of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on August 7, 2019.

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. 19-52

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT FOR MAKAPA LLC., FOR BELLE COMMONS BUSINESS PARK ON APPROXIMATELY 11.128 ACRES ON PROPERTY ZONED R-3 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED ON THE NORTH SIDE OF BELLE AVENUE AND ON THE EAST SIDE OF LIBERTY ROAD.

WHEREAS, the Planning Commission at its meeting of August 7, 2019 recommended approval of a Preliminary Subdivision Plat for MAKAPA LLC., for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and on the east side of Liberty Road (PC Case 2018-1968).

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

SECTION 1. That the Preliminary Subdivision Plat for MAKAPA LLC., for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and on the east side of Liberty Road, 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 number of required parking spaces shall in accordance with the approved development text and approved Final Development Plan.
3. The proposed buildings shall achieve compliance with the design standards of the approved development text.
4. There are two preserves with one located at the southwestern portion of the site along Liberty Avenue and Belle Road which is approximately 2.398 acres while a second tree preserve is located along the eastern portion of the site adjacent to the single family homes which is 1.455

acres and they shall be within an easement with the appropriate language that would need to be reviewed and approved by staff and then be recorded at the county.

5. The applicant shall be required to pay a tree replacement fee calculated at \$1,900 per the submitted tree survey to achieve compliance with Chapter 1168 Tree Preservation Regulations along with the approved development text.
6. Street trees shall be installed along Liberty Road per the zoning code during the Final Development Plan process.
7. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
8. A lighting plan shall be reviewed and approved by the City per Chapter 1158 Lighting Plan during the Final Development Plan process.
9. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
10. The entire development shall achieve compliance with the minimum engineering, public works and fire department requirements.
11. A sidewalk shall be required along Liberty Road and a sidewalk shall be required along Belle Avenue with a pedestrian crossing per the City Engineer. The sidewalks and the Belle Avenue pedestrian crossing shall be installed prior to any final occupancy approval for the first building in the subject development.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2019

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

CASE NUMBER: 2018-1965-1968

REQUEST: Multiple Requests

PROJECT: Belle Commons Business Park

MEETING DATE: August 7, 2019

APPLICANT/OWNER

Makapa LLC
1159 Royal Palm Way
Boca Raton, FL 33432

2018-1965: A request by Makapa LLC., for approval of a Rezoning Amendment for Belle Commons Business Park on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) from R-3 (One-Family Residential District) to R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and the east side of Liberty Road.

2018-1966: A request by Makapa LLC., for approval of a Conditional Use Permit allowing the placement of PMU (Planned Mixed Use Overlay District) to be established for Belle Commons Business Park on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and the east side of Liberty Road

2018-1967: A request by Makapa LLC., for approval of a Preliminary Development Plan for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and the east side of Liberty Road.

2018-1968: A request by Makapa LLC., for approval of a Preliminary Subdivision Plat for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and the east side of Liberty Road.

PROPERTY LOCATION & DESCRIPTION

The subject site, which encompasses two parcels, contains 11.128 acres and is located at the northeast corner of Liberty Road and Belle Avenue. The subject site is zoned R-3 (One-Family Residential) as are the properties to the north, south and east while the properties to the west are zoned M-2 (General Manufacturing District).

BACKGROUND/PROPOSAL

The applicant is proposing to rezone their subject 11.128 acre property which encompasses two parcels and vacated right-of-ways to be made part of the project. The property is located at the northeast corner of the Liberty Road and Belle Avenue intersection. The property's existing zoning is R-3 (One-Family Residential District) while the owner is proposing a rezoning to R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay). The proposed development would allow light industrial/office uses as detailed in the zoning text. A tree preservation area would be established just northeast of the Liberty Road and Belle Avenue intersection and along the eastern portion of site.

STAFF ANALYSIS

- **COMPREHENSIVE PLAN:** The Comprehensive Plan Future Land Use Map recommends a future land use of High Density Single Family for the subject site in the Near South that does not allow light industrial uses and/or office uses for the subject site.

The subject site is a quintessential "transition area" with single family homes home to the east and south while to the west is large heavy industrial use (Liberty Castings) and to the north is a ball field/park area owned by a local church. Staff believes the subject proposal with approved development text and conditions would be an appropriate transition in this area as is possible for the following reasons:

- The applicant had four single family residential lots platted adjacent to the existing single family homes to the east and south last year.
- The applicant is proposing a tree preserve (existing wooded area) at the southwestern portion of the site along Belle Avenue and Liberty Road to buffer the proposed single family lots and the existing single family lots along the south side of Belle Avenue to the proposed business park.
- The applicant is proposing a tree preserve along the eastern portion of the site adjacent to the existing single family homes to the east.

- The proposed light industrial/office land use is accessed off Liberty Road only and is adjacent to Liberty Casting which is a heavy industrial use and the uses proposed by the applicant are significantly less intense than heavy industrial uses but could create an appropriate transition with the aforementioned wooded tree preserves adjacent to the existing single family homes. This is especially true given that the current zoning is residential on the development site which would not be allowed under the proposed development text.

Therefore, it appears the proposed development would be compatible with surrounding land uses for the aforementioned reasons with the approved development text. Ensuring that this development is of appropriate size, scale and buffering is of paramount importance to ensuring an appropriate transitional use.

- **ZONING:** As previously mentioned, the zoning for the subject site is R-3 which permits single family uses but not the business park uses proposed. Therefore, staff suggested and the applicant agreed to pursue a requested a Planned Mixed Use Overlay (PMU) District to prepare a specific plan and zoning text that is compatible with and provides a reasonable transition to the adjacent single family and industrial land uses. 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 cluster the proposed development on a portion of the site while permanently preserving the wooded portions of the site. 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 of wooded portions of the site adjacent to the single family uses that provides buffering to the proposed light manufacturing uses 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. 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 R-3 zoning district which permits single family uses which would permit a single family subdivision adjacent to a heavy industrial use which would not likely be appropriate from a land use perspective while not creating the highest and best use for the subject property from an economic development perspective. Along with the zoning amendment to a PMU, the zoning process would also require Conditional Use Permit, Preliminary Development Plan and Preliminary Subdivision Plat by the Planning Commission and City Council. In addition, a Final Development Plan and likely Final Subdivision Plat (if divided into more than two lots) would need to be approved by the Planning Commission and City Council prior to construction of any future building
- **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 subject development would have a full movement curb cut from Liberty Road that would extend into a cul-de-sac to access the over six acre site that could be divided into up to six lots. The proposed private drive would have to be constructed to public standards per the City Engineer.
- **PEDESTRIAN CONNECTIVITY:** The adopted Bicycle and Pedestrian Master Plan 2017 identifies a bike path along Liberty Road but does not designate a specific side on the street. Per the City Engineer, a five foot wide concrete sidewalk will be required along the east side of Liberty Road starting at the north end of the site. To avoid the need for a pedestrian bridge or culvert crossing of an existing stream, no sidewalk will be required south of the stream along Liberty Road. Furthermore, due to the proximity of the stream adjacent to Belle Avenue, sidewalk will not be required adjacent to Belle Avenue west of the Belle Avenue culvert. Rather, the sidewalk alignment shall follow along the north side of the stream from Liberty Road to the eastern most limit of the site along Belle Avenue. To provide pedestrian connectivity to the south side of Belle Avenue, a pedestrian crossing shall be installed in the vicinity of the Belle Avenue Park, which may include a mid-block crossing. This sidewalk and the Belle Avenue pedestrian crossing shall be installed prior to any final occupancy approval for the first building in the subject development.

- **SITE CONFIGURATION:** The subject development, which is over 6 acres, could be divided into six lots with a full movement curb cut from Liberty Road that would extend into a cul-de sac. Also, there are two tree preserves in this development. One is located at the southwestern portion of the site along Liberty Avenue and Belle Road which is approximately 2.398 acres while there is a tree preserved along the eastern portion of the site adjacent to the single family homes which is 1.455 acres. Specific site details of each lot would need to be identified during the Final Development Plan and Final Subdivision Plat process.
- **BUILDING DESIGN:** While the PMU Overlay has many benefits for both the City and the Applicants, 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. The proposed uses would require buildings to be constructed of steel siding with a stone veneer wainscoting per the development text.
- **LANDSCAPING & SCREENING:** The applicant would need a comprehensive landscape plan that includes street trees, front yard trees, foundation landscaping and perimeter buffering for the subject development. All landscaping plans shall be reviewed and approved by the Shade Tree Commission.
- **TREE REMOVAL & REPLACEMENT:** A tree survey has been provided that documents the total number, type, size, and health of trees to be preserved and replaced. Tree removal and replacement shall meet requirements of Chapter 1168 along with the following replacement schedule and fee/replanting requirements per the approved development text:
 - i) Trees in poor condition shall not be replaced (dead, damaged or diseased).
 - ii) Trees in fair condition shall be replaced at 50%.
 - iii) Trees in good condition shall be replaced at 100%
 - iv) Ash trees shall not be replaced and must be removed from the site.
 - v) 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.
 - vi) Based upon the submitted and verified survey, the number of caliper inches removed is 694 caliper inches).
 - vii) Per the submitted and verified survey, the owner is preserving 675 caliper inches of trees which includes two tree reserve areas which are located on the eastern and southwestern portions of the site respectively.
 - viii) Therefore, the owner shall be required to make a payment of \$1,900 (694 caliper inches removed – 675 caliper inches preserved = 19 total caliper inches removed x \$100 per caliper inch). The tree replacement payment shall be paid prior to any approval of building permits.
- **GATEWAYS & CORRIDORS PLAN:** Any proposed signage would need to be documented during the Final Development Plan approval process. Also, any monument signage shall achieve compliance with the minimum zoning requirements and the adopted Gateways & Corridors Plan.
- **LIGHTING:** A lighting plan that identifies light poles and building lights with an illumination plan would need to be submitted during the Final Development Plan approval process. Any light poles would need to be black with a maximum height of 25 feet and have fully recessed and cut off-style fixtures. All lighting plans would need to be submitted, reviewed and approved by the City and achieve compliance with the minimum zoning requirements.
- **CONDITIONAL USE PERMIT:** The proposed development achieves compliance with conditional use permit requirements per the zoning code and approved development text.

STAFF RECOMMENDATION (2018-1965 – REZONING AMENDMENT)

Staff recommends approval of a request by Makapa LLC., for a Rezoning Amendment for Belle Commons Business Park on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) from R-3 (One-Family Residential District) to R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and the east side of Liberty Road, with the following conditions that:

1. Any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.

STAFF RECOMMENDATION (2018-1966 – CONDITIONAL USE PERMIT)

Staff recommends approval of a request Makapa LLC., for a Conditional Use Permit allowing the placement of PMU (Planned Mixed Use Overlay District) to be established for Belle Commons Business Park on approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029-000) and located on the north side of Belle Avenue and the east side of Liberty Road

STAFF RECOMMENDATION (2018-1967– PRELIMINARY DEVELOPMENT PLAN)

Staff recommends approval of a request by Makapa LLC., for a Preliminary Development Plan for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and the east side of Liberty Road, 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 number of required parking spaces shall in accordance with the approved development text and approved Final Development Plan.
3. The proposed buildings shall achieve compliance with the design standards of the approved development text.
4. There are two preserves with one located at the southwestern portion of the site along Liberty Avenue and Belle Road which is approximately 2.398 acres while a second tree preserve is located along the eastern portion of the site adjacent to the single family homes which is 1.455 acres and they shall be within an easement with the appropriate language that would need to be reviewed and approved by staff and then be recorded at the county.
5. The applicant shall be required to pay a tree replacement fee calculated at \$1,900 per the submitted tree survey to achieve compliance with Chapter 1168 Tree Preservation Regulations along with the approved development text.
6. Street trees shall be installed along Liberty Road per the zoning code during the Final Development Plan process.
7. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
8. A lighting plan shall be reviewed and approved by the City per Chapter 1158 Lighting Plan during the Final Development Plan process.
9. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
10. The entire development shall achieve compliance with the minimum engineering, public works and fire department requirements.
11. A sidewalk shall be required along Liberty Road and a sidewalk shall be required along Belle Avenue with a pedestrian crossing per the City Engineer. The sidewalks and the Belle Avenue pedestrian

crossing shall be installed prior to any final occupancy approval for the first building in the subject development.

STAFF RECOMMENDATION (2018-1968– PRELIMINARY SUBDIVISION PLAT)

Staff recommends approval of a request by Makapa LLC., for a Preliminary Subdivision Plat for Belle Commons Business Park on approximately 11.128 acres on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and located on the north side of Belle Avenue and the east side of Liberty Road, 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 number of required parking spaces shall in accordance with the approved development text and approved Final Development Plan.
3. The proposed buildings shall achieve compliance with the design standards of the approved development text.
4. There are two preserves with one located at the southwestern portion of the site along Liberty Avenue and Belle Road which is approximately 2.398 acres while a second tree preserve is located along the eastern portion of the site adjacent to the single family homes which is 1.455 acres and they shall be within an easement with the appropriate language that would need to be reviewed and approved by staff and then be recorded at the county.
5. The applicant shall be required to pay a tree replacement fee calculated at \$1,900 per the submitted tree survey to achieve compliance with Chapter 1168 Tree Preservation Regulations along with the approved development text.
6. Street trees shall be installed along Liberty Road per the zoning code during the Final Development Plan process.
7. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
8. A lighting plan shall be reviewed and approved by the Chief Building Official per Chapter 1158 Lighting Plan during the Final Development Plan process.
9. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
10. The entire development shall achieve compliance with the minimum engineering, public works and fire department requirements.
11. A sidewalk shall be required along Liberty Road and a sidewalk shall be required along Belle Avenue with a pedestrian crossing per the City Engineer. The sidewalks and the Belle Avenue pedestrian crossing shall be installed prior to any final occupancy approval for the first building in the subject development

PLANNED MIXED USE DEVELOPMENT TEXT
MAKAPA LLC
BELLE COMMONS BUSINESS PARK (Liberty Road & Belle Avenue)
DELAWARE, OHIO

1. DESCRIPTION OF DEVELOPMENT

Makapa, LLC is proposing to rezone their subject 11.128 acre property which encompasses two parcels (parcels 419-122-01-027-000 & 419-122-01-029) and includes vacated right-of-ways. The property is located at the northeast corner of the Liberty Road and Belle Avenue intersection. The property's existing zoning is R-3 (One-Family Residential District) while the owner is proposing a rezoning to R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay). The proposed development would include manufacturing/lighting industrial/office land uses. A tree preservation area would be established just northeast of the Liberty Road and Belle Avenue intersection and along the eastern portion of site.



2. GENERAL DEVELOPMENT STANDARDS

- A. **Purpose and Intent.** It is the intent for this site to develop for manufacturing/light industrial/office uses. 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.

3. **Preliminary & Final Development Plan.** The proposed development will require Preliminary and Final Development Plan approval by the Planning Commission and City Council.

a) **Tree Removal and Replacement.** : A tree survey has been provided that documents the total number, type, size, and health of trees to be preserved and replaced. Tree removal and replacement shall meet requirements of Chapter 1168 along with the following replacement schedule and fee/replanting requirements per the approved development text:

- i) Trees in poor condition shall not be replaced (dead, damaged or diseased).
- ii) Trees in fair condition shall be replaced at 50%.
- iii) Trees in good condition shall be replaced at 100%
- iv) Ash trees shall not be replaced and must be removed from the site.
- v) 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.
- vi) Based upon the submitted and verified survey, the number of caliper inches removed is 694 caliper inches).
- vii) Per the submitted and verified survey, the owner is preserving 675 caliper inches of trees which includes two tree reserve areas which are located on the eastern and southwestern portions of the site respectively.
- viii) Therefore, the owner shall be required to make a payment of \$1,900 (694 caliper inches removed – 675 caliper inches preserved = 19 total caliper inches removed x \$100 per caliper inch). The tree replacement payment shall be paid prior to any approval of building permits.

4. **Proposed Use**

The project is located at the northeast corner of Liberty Road and Belle Avenue which encompasses approximately 11.128 acres (parcels 419-122-01-027-000 & 419-122-01-029) which includes approximately 0.404 acres of vacated right-of-way. The subject development would contain a maximum of six new manufacturing/light industrial/office lots approximately one acre each that will access Liberty Road via a new private street full movement curb cut. Two tree preserves totaling 3.853 acres are located within the site, one along the eastern portion of the site (1.455 acres) and one along the southern portion of the of the along Liberty Road and Belle Avenue (2.398 acres), to provide a buffer to the adjacent single family lots. Based on market demand, the owner may elect to develop the property as one lot or up to six lots while maintaining the one access full movement curb cut to Liberty Road. Also, the length of the proposed private street may vary based on the site layout..

5. **Site**

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.

- (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) Manufacturing / Light Industrial / Office	
(1) Research and development facility	P
(2) Office – Professional, administrative and sales – including flex office uses	P
(3) Training facility	P
(4) Warehouse or indoor storage facility	P
(5) Outdoor storage of materials with screening	A
(6) Outdoor storage of fleet vehicles for operation of principal use with screening	A
(7) Outdoor storage of equipment for sale or rental with screening	A
(8) Assembly and production facility utilizing products from previously and elsewhere prepared materials	P
(9) Public safety facility	C
(10) Public service/maintenance facility	C

(5) **Prohibited Uses.**

- ix) **Adult Entertainment Businesses:** (also known as sexually oriented businesses) are expressly prohibited from locating anywhere on the proposed Development site.
- x) **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.
- xi) **Medical Marijuana:** No medical marijuana principal or accessory uses are permitted on the subject site.
- xii) **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	0.95 acre
(2) Minimum lot width and frontage	Per approved FDP
(3) Maximum building coverage	40%
(4) Maximum lot coverage*	70%

*Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of the parcel to be developed, excluding any existing public right-of-way, and converted to a percentage.

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

Minimum Building Setbacks	
(1) Front setback from internal street right-of-way or Liberty Road if lot is to front on Liberty Road	50 Ft.

Minimum Building Setbacks	
(2) Side setback from property line **	20 Ft.
(3) Rear setback from property line **	20 Ft.

** No setback required when adjoining tree preserve.

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 internal street right-of-way or Liberty Road if lot is to front on Liberty Road	20 Ft.
(2) Setback from side property line ***	10 Ft.
(3) Setback from rear property line ***	10 Ft.

*** No setback required when adjoining tree preserve.

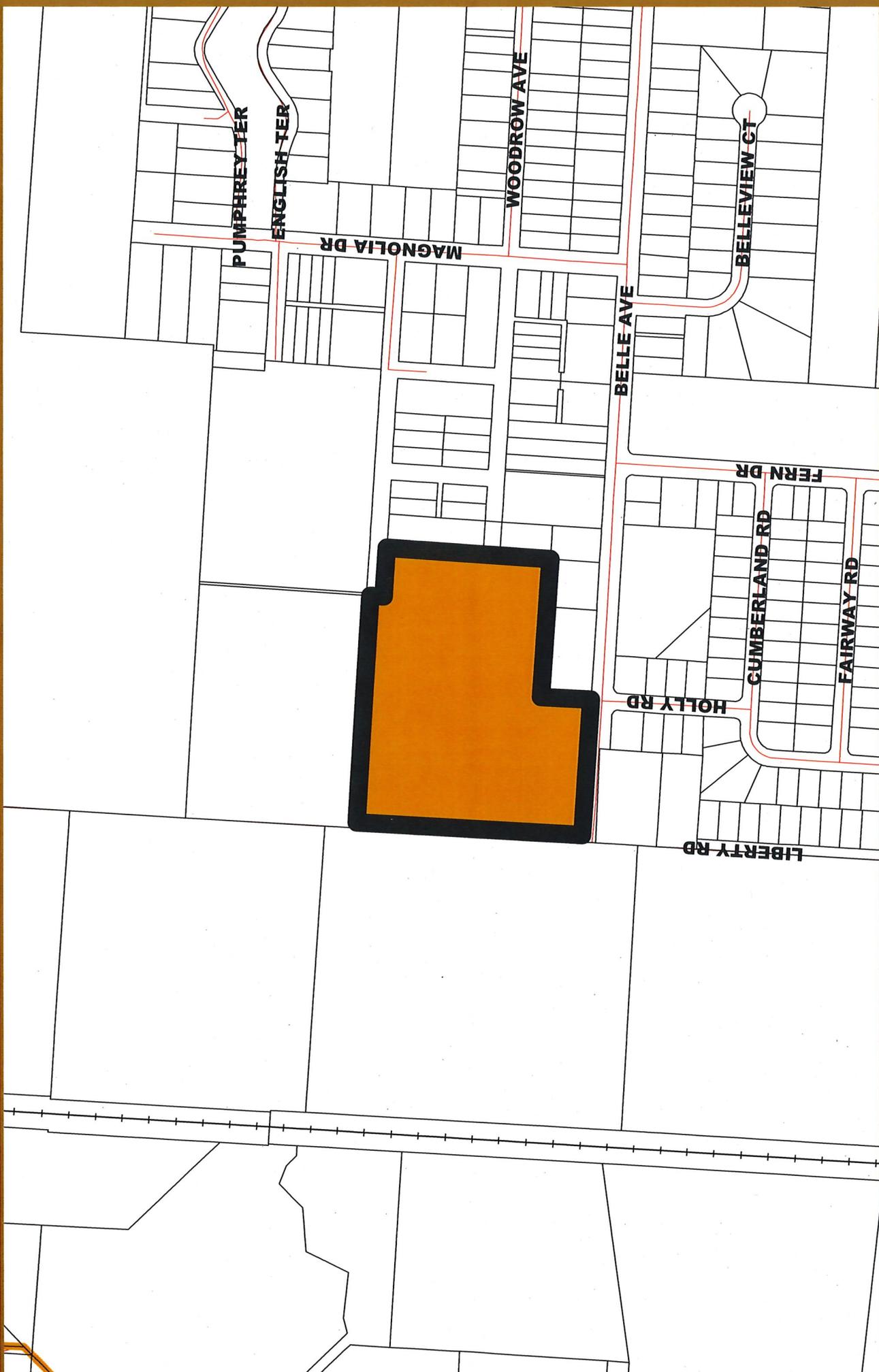
E. **Maximum Building Height.** The maximum height of any building or structure in Sub-Area A shall be 50 feet as measured from finished floor elevation to the highest point of the roof.

F. **Building Design.** All buildings regardless of use shall consist of steel siding combined with stone veneer water table or similar approved products as the exterior material. To create a cohesive and unified design throughout the entire development, each 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 following elevations.

- (1) Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, stone, or similar approved products as the exterior material and be designed in a consistent and cohesive manner to the principal building in which it serves.
- (2) 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.

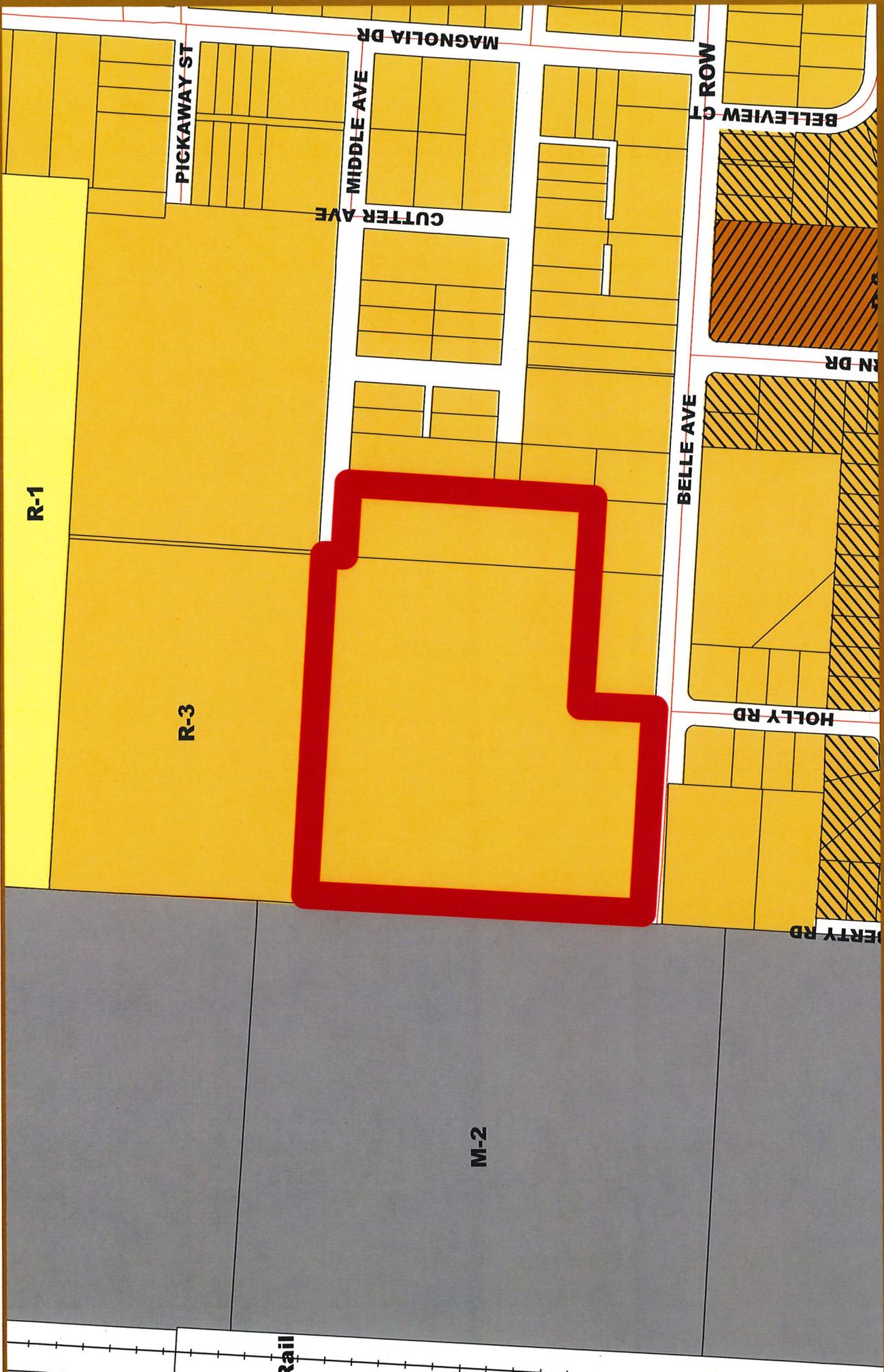
G. **Parking.** The amount of parking shall achieve compliance with Chapter 1161 Parking; except as otherwise approved on the Final Development Plan.

- H. **Landscaping and Screening.** All landscaping shall meet the requirements of Chapter 1166 Landscaping and Screening Regulations and the Gateways & Corridors Plan; except as otherwise approved on the Final Development Plan.
- I. **Lighting.** Building, site, and accent lighting shall be provided in accordance with Chapter 1158 Lighting Plan.
- J. **Signage.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165 and will be provided as part of the Final Development Plan.
- K. **Roads.** Any new road(s) to be constructed within the development shall comply with the City minimum requirements or as approved by the City Engineer. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plans for the subject phase. Also, a sidewalk would be required along the east side of Liberty Road that shall extend south to the existing stream and along Belle Avenue on the north side of the stream from Liberty Road to the eastern most limit of the site per the City Engineer.
- L. **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 Plans for the subject phase.



2018-1965-1968
Rezoning Amendment, Conditional Use Permit,
Preliminary Development Plan & Preliminary Subdivision Plat
Belle Commons Business Park - Belle Avenue and Liberty Road
Location Map





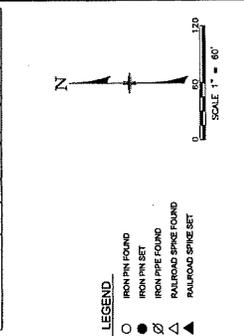
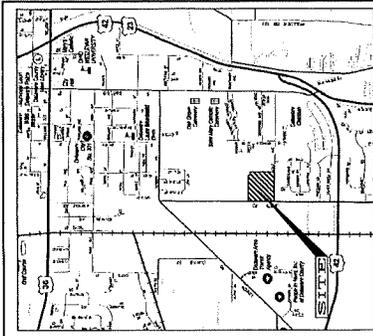
2018-1965-1968
 Rezoning Amendment, Conditional Use Permit,
 Preliminary Development Plan & Preliminary Subdivision Plat
 Belle Commons Business Park - Belle Avenue and Liberty Road
 Zoning Map





2018-1965-1968
 Rezoning Amendment, Conditional Use Permit,
 Preliminary Development Plan & Preliminary Subdivision Plat
 Belle Commons Business Park - Belle Avenue and Liberty Road
 Aerial (2016) Map





CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	274.22'	60.00'	207.4930°	S 3° 37' 51" W	90.00'
C2	43.30'	60.00'	417.9297°	S 7° 37' 51" W	42.42'
C3	30.40'	60.00'	897.9297°	N 84° 38' 58" W	63.15'
C4	30.40'	60.00'	897.9297°	S 84° 12' 00" E	63.15'
C5	43.30'	60.00'	417.9297°	N 105° 42' 00" W	42.42'

- LEGEND**
- IRON PIN FOUND
 - IRON PIPE FOUND
 - ▲ RAILROAD SPIKE FOUND
 - ▲ RAILROAD SPIKE SET

NOTES

- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE CHORD STRIKE STATE PLANE COORDINATES OF THE MONUMENT MAIN A.
- THE PROPERTY SHOWN HEREON THIS PLAN OF SURVEY IS SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD. THIS SURVEY IS NOT INTENDED TO SHOW EASEMENTS AFFECTING THE PROPERTY.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON CITY'S RECORDS AND FIELD SURVEY. ALL UNDERGROUND UTILITIES SHOULD BE FIELD VERIFIED FOR EXTENTS AND ACCURACY.

SURVEYOR'S STATEMENT

I, THE SURVEYOR, HEREBY CERTIFY THAT THE DRAWING HEREON IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEYING RECORDS AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF DELAWARE.

DATE: 5-22-2018

FINAL PLAN APPROVED THIS _____ DAY OF _____ 2018 BY ORDINANCE NO. _____

APPROVED THIS _____ DAY OF _____ 2018 BY _____ CITY MANAGER

APPROVED THIS _____ DAY OF _____ 2018 BY _____ CLERK OF COUNCIL

APPROVED THIS _____ DAY OF _____ 2018 BY _____ PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ 2018 BY _____ PLANNING DIRECTOR

APPROVED THIS _____ DAY OF _____ 2018 BY _____ DELAWARE COUNTY AUDITOR

RECORDED THIS _____ DAY OF _____ 2018 BY _____ DELAWARE COUNTY RECORDER

OWNERS ACCEPTANCE AND DEDICATION

I, THE UNDERSIGNED, ACKNOWLEDGE THAT THE AMOUNTS OF THE ATTACHED PLAN IS OUR FREE ACT AND NEED AND HEREBY DEDICATE TO PUBLIC USE ALL ROWS, EASEMENTS AND RIGHT OF WAYS SHOWN HEREON AND NOT HERETOFORE DEDICATED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 2018.

OWNER _____

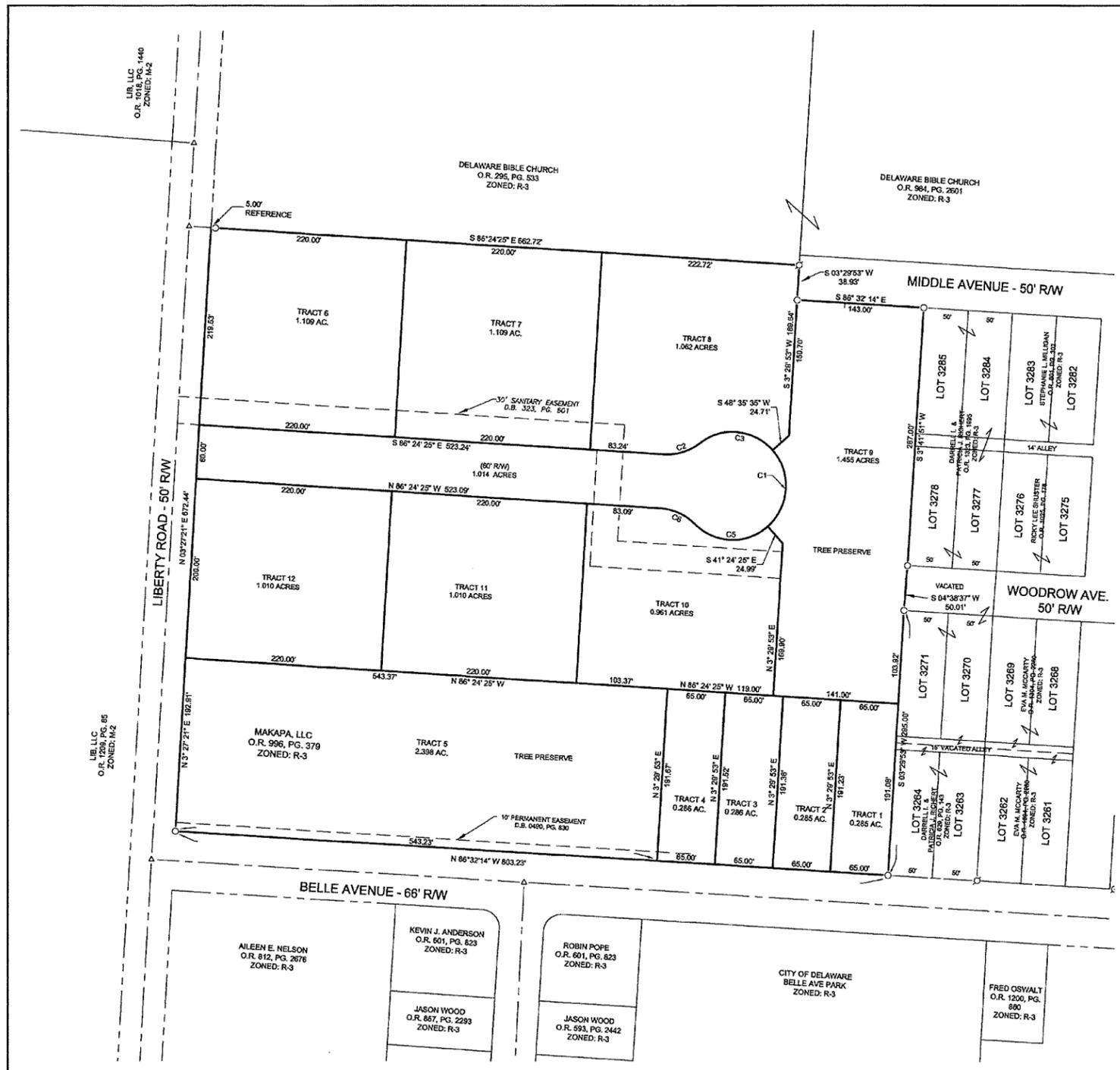
WITNESS _____

NOTARY PUBLIC _____

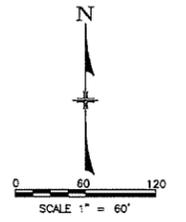
STATE OF DELAWARE COUNTY OF MARCHION BEFORE ME AN ACTUARY PUBLIC AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE NAMED OWNER WHO ACKNOWLEDGED THE MAKING AND SIGNING OF THIS INSTRUMENT IN THE MANNER AND FORM AND FOR THE PURPOSES HEREIN SET FORTH AND OFFICIAL SAID THIS _____ DAY OF _____ 2018.

LEGAL DESCRIPTION

BEING PART OF THE STATE OF DELAWARE, COUNTY OF DELAWARE, BEING ALL OF LOT 3276 AND 3277, AND PARTS OF LOTS 3275, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499, 3500, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538, 3539, 3540, 3541, 3542, 3543, 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, 3554, 3555, 3556, 3557, 3558, 3559, 3560, 3561, 3562, 3563, 3564, 3565, 3566, 3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 3625, 3626, 3627, 3628, 3629, 3630, 3631, 3632, 3633, 3634, 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3713, 3714, 3715, 3716, 3717, 3718, 3719, 3720, 3721, 3722, 3723, 3724, 3725, 3726, 3727, 3728, 3729, 3730, 3731, 3732, 3733, 3734, 3735, 3736, 3737, 3738, 3739, 3740, 3741, 3742, 3743, 3744, 3745, 3746, 3747, 3748, 3749, 3750, 3751, 3752, 3753, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3767, 3768, 3769, 3770, 3771, 3772, 3773, 3774, 3775, 3776, 3777, 3778, 3779, 3780, 3781, 3782, 3783, 3784, 3785, 3786, 3787, 3788, 3789, 3790, 3791, 3792, 3793, 3794, 3795, 3796, 3797, 3798, 3799, 3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3835, 3836, 3837, 3838, 3839, 3840, 3841, 3842, 3843, 3844, 3845, 3846, 3847, 3848, 3849, 3850, 3851, 3852, 3853, 3854, 3855, 3856, 3857, 3858, 3859, 3860, 3861, 3862, 3863, 3864, 3865, 3866, 3867, 3868, 3869, 3870, 3871, 3872, 3873, 3874, 3875, 3876, 3877, 3878, 3879, 3880, 3881, 3882, 3883, 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3893, 3894, 3895, 3896, 3897, 3898, 3899, 3900, 3901, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 3910, 3911, 3912, 3913, 3914, 3915, 3916, 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926, 3927, 3928, 3929, 3930, 3931, 3932, 3933, 3934, 3935, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3945, 3946, 3947, 3948, 3949, 3950, 3951, 3952, 3953, 3954, 3955, 3956, 3957, 3958, 3959, 3960, 3961, 3962, 3963, 3964, 3965, 3966, 3967, 3968, 3969, 3970, 3971, 3972, 3973, 3974, 3975, 3976, 3977, 3978, 3979, 3980, 3981, 3982, 3983, 3984, 3985, 3986, 3987, 3988, 3989, 3990, 3991, 3992, 3993, 3994, 3995, 3996, 3997, 3998, 3999, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4039, 4040, 4041, 4042, 4043, 4044, 4045, 4046, 4047, 4048, 4049, 4050, 4051, 4052, 4053, 4054, 4055, 4056, 4057, 4058, 4059, 4060, 4061, 4062, 4063, 4064, 4065, 4066, 4067, 4068, 4069, 4070, 4071, 4072, 4073, 4074, 4075, 4076, 4077, 4078, 4079, 4080, 4081, 4082, 4083, 4084, 4085, 4086, 4087, 4088, 4089, 4090, 4091, 4092, 4093, 4094, 4095, 4096, 4097, 4098, 4099, 4100, 4101, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4111, 4112, 4113, 4114, 4115, 4116, 4117, 4118, 4119, 4120, 4121, 4122, 4123, 4124, 4125, 4126, 4127, 4128, 4129, 4130, 4131, 4132, 4133, 4134, 4135, 4136, 4137, 4138, 4139, 4140, 4141, 4142, 4143, 4144, 4145, 4146, 4147, 4148, 4149, 4150, 4151, 4152, 4153, 4154, 4155, 4156, 4157, 4158, 4159, 4160, 4161, 4162, 4163, 4164, 4165, 4166, 4167, 4168, 4169, 4170, 4171, 4172, 4173, 4174, 4175, 4176, 4177, 4178, 4179, 4180, 4181, 4182, 4183, 4184, 4185, 4186, 4187, 4188, 4189, 4190, 4191, 4192, 4193, 4194, 4195, 4196, 4197, 4198, 4199, 4200, 4201, 4202, 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4210, 4211, 4212, 4213, 4214, 4215, 4216, 4217, 4218, 4219, 4220, 4221, 4222, 4223, 4224, 4225, 4226, 4227, 4228, 4229, 4230, 4231, 4232, 4233, 4234, 4235, 4236, 4237, 4238, 4239, 4240, 4241, 4242, 4243, 4244, 4245, 4246, 4247, 4248, 4249, 4250, 4251, 4252, 4253, 4254, 4255, 4256, 4257, 4258, 4259, 4260, 4261, 4262, 4263, 4264, 4265, 4266, 4267, 4268, 4269, 4270, 4271, 4272, 4273, 4274, 4275, 4276, 4277, 4278, 4279, 4280, 4281, 4282, 4283, 4284, 4285, 4286, 4287, 4288, 4289, 4290, 4291, 4292, 4293, 4294, 4295, 4296, 4297, 4298, 4299, 4300, 4301, 4302, 4303, 4304, 4305, 4306, 4307, 4308, 4309, 4310, 4311, 4312, 4313, 4314, 4315, 4316, 4317, 4318, 4319, 4320, 4321, 4322, 4323, 4324, 4325, 4326, 4327, 4328, 4329, 4330, 4331, 4332, 4333, 4334, 4335, 4336, 4337, 4338, 4339, 4340, 4341, 4342, 4343, 4344, 4345, 4346, 4347, 4348, 4349, 4350, 4351, 4352, 4353, 4354, 4355, 4356, 4357, 4358, 4359, 4360, 4361, 4362, 4363, 4364, 4365, 4366, 4367, 4368, 4369, 4370, 4371, 4372, 4373, 4374, 4375, 4376, 4377, 4378, 4379, 4380, 4381, 4382, 4383, 4384, 4385, 4386, 4387, 4388, 4389, 4390, 4391, 4392, 4393, 4394, 4395, 4396, 4397, 4398, 4399, 4400, 4401, 4402, 4403, 4404, 4405, 4406, 4407, 4408, 4409, 4410, 4411, 4412, 4413, 4414, 4415, 4416, 4417, 4418, 4419, 4420, 4421, 4422, 4423, 4424, 4425, 4426, 4427, 4428, 4429, 4430, 4431, 4432, 4433, 4434, 4435, 4436, 4437, 4438, 4439, 4440, 4441, 4442, 4443, 4444, 4445, 4446, 4447, 4448, 4449, 4450, 4451, 4452, 4453, 4454, 4455, 4456, 4457, 4458, 4459, 4460, 4461, 4462, 4463, 4464, 4465, 4466, 4467, 4468, 4469, 4470, 4471, 4472, 4473, 4474, 4475, 4476, 4477, 4478, 4479, 4480, 4481, 4482, 4483, 4484, 4485, 4486, 4487, 4488, 4489, 4490, 4491, 4492, 4493, 4494, 4495, 4496, 4497, 4498, 4499, 4500, 4501, 4502, 4503, 4504, 4505, 4506, 4507, 4508, 4509, 4510, 4511, 4512, 4513, 4514, 4515, 4516, 4517, 4518, 4519, 4520, 4521, 4522, 4523, 4524, 4525, 4526, 4527, 4528, 4529, 4530, 4531, 4532, 4533, 4534, 4535, 4536, 4537, 4538, 4539, 4540, 4541, 4542, 4543, 4544, 4545, 4546, 4547, 4548, 4549, 4550, 4551, 4552, 4553, 4554, 4555, 4556, 4557, 4558, 4559, 4560, 4561, 4562, 4563, 4564, 4565, 4566, 4567, 4568, 4569, 4570, 4571, 4572, 4573, 4574, 4575, 4576, 4577, 4578, 4579, 4580, 4581, 4582, 4583, 4584, 4585, 4586, 4587, 4588, 4589, 4590, 4591, 4592, 4593, 4594, 4595, 4596, 4597, 4598, 4599, 4600, 4601, 4602, 4603, 4604, 4605, 4606, 4607, 4608, 4609, 4610, 4611, 4612, 4613, 4614, 4615, 4616, 4617, 4618, 4619, 4620, 4621, 4622, 4623, 4624, 4625, 4626, 4627, 4628, 4629, 4630, 4631, 4632, 4633, 4634, 4635, 4636, 4637, 4638, 4639, 4640, 4641, 4642, 4643, 4644, 4645, 4646, 4647, 4648, 4649, 4650, 4651, 4652, 4653, 4654, 4655, 4656, 4657, 4658, 4659, 4660, 4661, 4662, 4663, 4664, 4665, 4666, 4667, 4668, 4669, 4670, 4671, 4672, 4673, 4674, 4675, 4676, 4677, 4678, 4679, 4680, 4681, 4682, 4683, 4684, 4685, 4686, 4687, 4688, 4689, 4690, 4691, 4692, 4693, 4694, 4695, 4696, 4697, 4698, 4699, 4700, 4701, 4702, 4703, 4704, 4705, 4706, 4707, 4708, 4709, 4710, 4711, 4712, 4713, 4714, 4715, 4716, 4717, 4718, 4719, 4720, 4721, 4722, 4723, 4724, 4725, 4726, 4727, 4728, 4729, 4730, 4731, 4732, 4733, 4734, 4735, 4736, 4737, 4738, 4739, 4740, 4741, 4742, 4743, 4744, 4745, 4746, 4747, 4748, 4749, 4750, 4751, 4752, 4753, 4754, 4755, 4756, 4757, 4758, 4759, 4760, 4761, 4762, 4763, 4764, 4765, 4766, 4767, 4768, 4769, 4770, 4771, 4772, 4773, 4774, 4775, 4776, 4777, 4778, 4779, 4780, 4781, 4782, 4783, 4784, 4785, 4786, 4787, 4788, 4789, 4790, 4791, 4792, 4793, 4794, 4795, 4796, 4797, 4798, 4799, 4800, 4801, 4802, 4803, 4804, 4805, 4806, 4807, 4808, 4809, 4810, 4811, 4812, 4813, 4814, 4815, 4816, 4817, 4818, 4819, 4820, 4821, 4822, 4823, 4824, 4825, 4826, 4827, 4828, 4829, 4830, 4831, 4832, 4833, 4834, 4835, 4836, 4837, 4838, 4839, 4840, 4841, 4842, 4843, 4844, 4845, 4846, 4847, 4848, 4849, 4850, 4851, 4852, 4853, 4854, 4855, 4856, 4857, 4858, 4859, 4860, 4861, 4862, 4863, 4864, 4865, 4866, 4867, 4868, 4869, 4870, 4871, 4872, 4873, 4874, 4875, 4876, 4877, 4878, 4879, 4880, 4881, 4882, 4883, 4884, 4885, 4886, 4887, 4888, 4889, 4890, 4891, 4892, 4893, 4894, 4895, 4896, 4897, 4898, 4899, 4900, 4901, 4902, 4903, 4904, 4905, 4906, 4907, 4908, 4909, 4910, 4911, 4912, 4913, 4914, 4915, 4916, 4917, 4918, 4919, 4920, 4921, 4922, 4923, 4924, 4925, 4926, 4927, 4928, 4929, 4930, 4931, 4932, 4933, 4934, 4935, 4936, 4937, 4938, 4939, 4940, 4941, 4942, 4943, 4944, 4945, 4946, 4947, 4948, 4949, 4950, 4951, 4952, 4953, 4954, 4955, 4956, 4957, 4958, 4959, 4960, 4961, 4962, 4963, 4964, 4965, 4966, 4967, 4968, 4969, 4970, 4971, 4972, 4973, 4974, 4975, 4976, 4977, 4978, 4979, 4980, 4981, 4982, 4983, 4984, 4985, 4986, 4987, 4988, 4989, 4990, 4991, 4992, 4993, 4994, 4995, 4996, 4997, 4998, 4999, 5000, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5013, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5021, 5022, 5023, 5024, 5025, 5026, 5027, 5028, 5029, 5030, 5031, 5032, 5033, 5034, 5035, 5036, 5037, 5038, 5039, 5040, 5041, 5042, 5043, 5044, 5045, 5046, 5047, 5048, 5049, 5050, 5051, 5052, 5053, 5054, 5055, 5056, 5057, 5058, 5059, 5060, 5061, 5062, 5063, 5064, 5065, 506



CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	275.22'	60.00'	262°49'09"	S 3° 35' 41" W	90.00'
C2	43.36'	60.00'	41°24'29"	S 72° 53' 21" W	42.42'
C3	90.49'	60.00'	86°24'29"	N 84° 36' 39" W	82.15'
C5	90.49'	60.00'	86°24'40"	S 88° 12' 05" E	82.15'
C6	43.37'	60.00'	41°24'40"	N 65° 42' 05" W	42.43'



LEGEND

- | FOUND | SET | |
|---------|---------|--------------------------------------|
| ○ | ○ | 5/8" IRON PIPE, UNLESS NOTED |
| ○ | ● | 5/8" IRON PIN, UNLESS NOTED |
| ○ | ● | SURVEY NAIL |
| △ | ▲ | RAIL ROAD SPIKE |
| ○ | ● | MAG SPIKE |
| □ | ○ | STONE |
| ○ | ○ | POST |
| ■ | ■ | CATCH BASIN |
| ■ | ■ | CURB INLET |
| ○ | ○ | STORM MANHOLE |
| ○ | ○ | TILE DROP |
| ○ | ○ | CLEAN OUT |
| ○ | ○ | SANITARY MANHOLE |
| ○ | ○ | FIRE HYDRANT |
| ○ | ○ | WATER VALVE |
| ○ | ○ | WATER SERVICE VALVE |
| ○ | ○ | POWER POLE |
| ○ | ○ | POWER/TELEPHONE POLE |
| ○ | ○ | LIGHT POLE |
| ○ | ○ | TELEPHONE POLE |
| ○ | ○ | POWER/TELEPHONE/CABLE POLE |
| ○ | ○ | GUY WIRE |
| ○ | ○ | SIGN |
| ○ | ○ | TELEPHONE BOX |
| ○ | ○ | TELEPHONE LINE MARKER |
| ○ | ○ | GAS MARKER |
| ○ | ○ | GAS VALVE |
| ○ | ○ | GAS SERVICE VALVE |
| ○ | ○ | GAS TEST VALVE |
| ○ | ○ | MAIL BOX |
| —S— | —S— | SANITARY SEWER |
| —ST— | —ST— | STORM SEWER |
| —W— | —W— | WATER LINE |
| —E— | —E— | ELECTRIC LINE |
| —E-C— | —E-C— | OVERHEAD ELECTRIC AND CABLE LINES |
| —E-T-C— | —E-T-C— | ELECTRIC, TELEPHONE, AND CABLE LINES |
| —T— | —T— | TELEPHONE LINE |
| —CAV— | —CAV— | CABLE TV LINE |
| —GAS— | —GAS— | GAS LINE |
| —X—X— | —X—X— | FENCE |

DESCRIPTION

BEING ALL OF OUT LOTS 98, AND 99, AND INLOTS 3265, 3266, 3267, 3272, 3273, 3274, 3275, 3280, 3281, 3285, 3287, AND 3288, AND PART OF VACATED ALLEYS, AND PART OF VACATED WOODROW AVENUE, OF TWIN PARKS ADDITION, OF RECORD IN PLAT BOOK 3, PAGE 122 OF THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO.

FLOOD PLAIN DESIGNATION:

THE SUBJECT PREMISES IS IN ZONE X - AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN F.I.R.M. MAP 99041C0112K, DATED 04-16-2009.

ZONING DISTRICTS

CITY OF DELAWARE ZONING OFFICE 740-203-1600

ZONING CODE R-3, SINGLE FAMILY RESIDENTIAL DISTRICT

MIN LOT AREA - 8000 SQ. FT.
 MIN LOT FRONTAGE - 35'
 MIN LOT WIDTH - 65'
 FRONT SETBACK - 30'
 SIDE SETBACK - 8'
 REAR SETBACK - 40'
 MAX HEIGHT - 35'

ZONING CODE M-2, INDUSTRIAL DISTRICT

MIN LOT AREA - 3 ACRES
 MIN LOT FRONTAGE - 200'
 MIN LOT WIDTH - 200'
 MAX COVERAGE BY BLDG - 40%
 MAX COVERAGE BY BLDG & PAV. - 70%

SETBACKS OPPOSITE/ADJACENT TO RESIDENTIAL DISTRICT
 FRONT SETBACK - 75'
 SIDE SETBACK - 75'
 REAR SETBACK - 75'
 MIN WIDTH BETWEEN BLDGS - 30'
 MAX HEIGHT - 50'

PARKING SETBACKS OPPOSITE/ADJACENT TO RES. DISTRICT
 FRONT SETBACK - 50'
 SIDE SETBACK - 30'
 REAR SETBACK - 30'

NOTES

- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, ESTABLISHED USING NAD 83 STATE PLANE COORDINATES OF NGS MONUMENT MNN A.
- THE PROPERTY SHOWN HEREON THIS PLAT OF SURVEY IS SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD. THIS SURVEY IS NOT INTENDED TO SHOW EASEMENTS AFFECTING THE PROPERTY.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON O.U.P.S. MARKINGS, EXISTING CONSTRUCTION PLANS, AND PREVIOUS SURVEYS. ALL UNDERGROUND UTILITIES SHOULD BE FIELD VERIFIED FOR EXTENTS AND ACCURACY.

ISAAC L. KING, P.S.
 PROFESSIONAL SURVEYOR NO. 8318
 DATE: 5-29-2018



EASEMENT REFERENCE		
City's No.	County Recorder	Grantor
Volume	Page	

REVISIONS			
No.	Description	Approval	Date

Plans Prepared By:
Makeever & Associates, Inc.
 110 N. MOORE ST., 1110 E. MASSINGFIELD ST.
 BUCYRUS, OHIO 44820
 Phone: (419) 942-7797 Fax: (419) 943-4717

BENCHMARKS
 BM1 - MAG HUB SET IN TELEPHONE POLE
 ELEVATION - 925.47'
 BM2 - FIRE HYDRANT CAP BOLT OVER
 STEAMER NOZZLE
 ELEVATION - 903.31'
 BM3 - FIRE HYDRANT CAP BOLT OVER
 STEAMER NOZZLE
 ELEVATION - 903.90'

ENG. FILE NO. _____
 IMP. ACCT. NO. _____
 CONTRACT NO. _____
 COMPLETION DATE _____
 CONTRACTOR _____

**PRELIMINARY DEVELOPMENT PLAN FOR:
 BELLE COMMONS**

Scale: Horiz. = AS NOTED
 Vert. = AS NOTED
 Original Sheet Size = 24"x36"
 Date: MAY 29, 2018

Sheet No.: 1 OF 1
 S:\2015\013
 Dwg. No.: 2015-013-2018



DISCUSSION ITEM A:

Rule Suspension Guidelines

Guidelines for Ordinance Readings

1. As a general rule, legislation **amending the Delaware Codified Ordinances, adopting the annual budget, and adjusting City employee compensation**, will proceed to three readings.
2. ~~Except in very rare circumstances, development~~ **Development projects** will generally follow the following: go to at least two readings.
 - a. When a formal public hearing is required by code (such as but not limited to Conditional Use Permits and Zoning Amendments) a minimum of 2 readings shall be required. Applicants may reasonably expect that cases will receive the full 3 readings unless if no members of the public testify in opposition to the project at the public hearing, Council may vote on the second reading.
 - a.b. When a formal public hearing is not required by code (such as but not limited to Development Plans and Plats), City Council will consider approving cases at the first reading. Applicants may reasonably expect that Council will take additional readings in order to receive additional information, if there is public comment in opposition to the project, or other reasons as Council may see fit.
 - b. ~~Re development projects that do not require a public hearing may be approved at the first reading.~~
 - c. ~~In the event that Council has canceled a regularly scheduled meeting that would otherwise have been the second reading, it may proceed on the first reading if the aApplicants need to demonstrate shows it they will suffer substantial adverse economic impact by waiting for additional readings but Council shall take as many readings as they deem necessary to receive comment and information sufficient to make a decision in their sole judgement.~~
 - d. Applicants shall be made aware of these guidelienes but shall also be informed that Council might take the legislation-development case to three or more readings and plan accordingly when preparing their application.
3. Council might suspend the rules on the first reading in the following circumstances:
 - a. **Emergencies/ Unexpected** circumstances which prevented staff from putting the item on the agenda earlier.
 - b. **Uncontroversial** items such as legislation accepting grants, entering into intergovernmental agreements, and authorizing routine financial transactions.
 - c. **Time Sensitive** legislation which requires an effective date before another meeting can be scheduled.
 - d. **Economic Incentives Offered Pursuant Pre-Approved Economic Development Incentive Plan (EDIP).**

4. In the event a motion to suspend the rules is made during the first reading, the public will be given an opportunity to address council prior to the vote on the agenda item.
5. When staff is requesting that Council suspend the rules requiring three readings, staff will indicate why a rule suspension is necessary in its recommendation included in the council packet. When possible, staff will provide insight as to why the item was not placed on the agenda earlier.



DISCUSSION ITEM B:

YMCA Contract Agreement for Recreation Services



MEMORANDUM

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: Kyle Kridler, Assistant City Manager
DATE: August 8, 2019
RE: YMCA & City of Delaware Partnership Update & 60 Day Plan

BACKGROUND:

As Delaware City Council is aware, staff has been in ongoing conversations and meetings with the YMCA of Central Ohio leadership to evaluate current conditions of the partnership along with a plan of action to address immediate needs along with creating better communication on how best to move forward. It is the intent of both the City of Delaware and the YCMA of Central Ohio to work the partnership with the end goal of delivering the best value to both the customers of YMCA Delaware and the Delaware community.

Within the past two months, both the YMCA of Central Ohio and the City of Delaware has had a transition in leadership as it pertains to the partnership. The YMCA of Central Ohio (YMCA) recently appointed Tony Collins as their new CEO and around the same time, the City welcomed Kyle Kridler as the new Assistant City Manager. Both Mr. Collins, Mr. Kridler and the partner leadership teams have been working to address various concerns and create a proactive plan to move forward.

On Tuesday, July 23 the YMCA Oversight Committee met at City Hall to discuss the partnership and the critical nature of what initial and next steps needed to be taken. Present at this discussion were Delaware Council Members Hellinger and Keller, City Manager, Assistant City Manager and Director of Parks & Natural Resources from the City's end. Representing the YMCA of Central Ohio was Mr. Collins (CEO), Kim Jordan COO, and Lolita Haverlock Regional VP. During this conversation, the City of Delaware addressed the concerns that they had with the partnership which included the YMCA Recreation Center Facility, Jack Florance Pool, Recreation Programming, Maintenance, Swimming and a number of additional issues. The agenda of this meeting also included discussion items related to customer surveys, membership pricing, capital expenses and swim team access to the community center/YMCA pool.

During the meeting on July 23, Mr. Collins and the YMCA's leadership team addressed each of the City of Delaware's concerns and provided some initial feedback on each item. The YMCA was able to address some topics immediately, while others needed additional time to bring back to the YMCA Board for further discussion and evaluation.

One of the major takeaways from this meeting was the creation of a Delaware YMCA 60 Day Plan to be provided by the YMCA to Delaware Leadership on how best to address current issues. Both the City of Delaware and the YMCA of Central Ohio recognized that not all issues will be fixed immediately, but this initial plan was aimed to address the most pressing and current needs. The YMCA provided the City with their draft of the 60 Day Plan in which the City provided responses to be discussed.

60 DAY PLAN:

On Monday, August 5, 2019, during the City of Delaware and YMCA Weekly Coordination Meeting, both parties discussed the Delaware YMCA 60 Day Plan (see attached). As laid out in the 60 Day Plan, the areas of focus are divided into the following categories:

- I. Communications
- II. Mingo (Jack Florance Pool)
- III. Rec Sports
- IV. YMCA Branch (Recreation Center)
- V. Facilities & Maintenance
- VI. Communication for Residents
- VII. Pricing Study
- VIII. Financial Reporting

The purpose of the 60 Day Plan is to create a living document that both parties could agree to on the best way to move forward toward a successful partnership. Please note that the draft contained herein is a working draft and not all comments have been finalized or vetted through every channel. The comments in black are the original comments that the YMCA provided and the comments in red are those of which the City added.

Overall, the call between the YMCA and the City of Delaware went well. Each item was discussed and as a result, there are additional questions that need to be asked to both organizations. The intent by both the YMCA and City Staff is to work together to address ongoing concerns and ultimately provide top level services to the customers of rec services and programming in Delaware. This includes a careful evaluation of the current agreement between the City and the

YCMA for recreation services. As Council is aware, the current agreement expires at the end of 2020.

ADDITIONAL ITEMS:

Staff recognizes that there are additional issues regarding the partnership between the City of Delaware and Central Ohio YMCA. Most recently are the concerns regarding aquatics and outside organizations such as USA Swimming, Force Aquatics and others having access to the community center/YMCA pool. This issue was brought up during both the July 23 meeting and the August 5 call. At this time, the YMCA is not able to commit to allowing access, but their leadership has agreed to discuss options internally and will provide a response during the coming weeks. City staff and the YMCA will meet to discuss this specific topic and evaluate the options to move forward. It is the City's understanding that the YMCA is not currently able to accommodate the requests given their internal rule structure at the Delaware branch, but the YMCA committed to working together to the benefit of the partnership between the City of Delaware and potential outside organizations.

The YMCA of Central Ohio strives to be a strong partner in serving the residents of the City of Delaware along with the YMCA members who utilize the Delaware YMCA. The following action items are tactical in nature and are meant to provide a successful close to the 2019 summer. These items are not intended to be a complete list of all actions that will be taken at the three Delaware facilities identified in the partnership. This list is intended to highlight specific actions that are in response to some of the challenges that have been presented during the spring and summer of 2019.

I. COMMUNICATION: We recognize that communication between the YMCA and the City of Delaware is imperative to having a successful partnership as both entities move forward in delivering top-notch services to the Delaware community.

- **City requests to be a part of the YCMA Delaware Advisory Board, non-voting**
- Designate one contact person for City and Y:
 - City – Ted Miller, **(Insert Date) – Status Complete**
 - YMCA – Lolita Haverlock, **(Insert Date) – Status Complete**
- **Once beyond 60 Day Plan, dedicate a YMCA POC located in Delaware**
 - **Provide plan for communications for Branch and Rec Services**
- Hold weekly meetings with core group of key decision makers for City and Y, as it relates to Mingo/Rec Services/Y Facility. Decision makers added as necessary, depending on the topic.
- Created Closing Reports for Mingo: JFLO Report and Recreation Report

II. MINGO

NEED : Enable Mingo pool to be accessible to Delaware residents the maximum amount of time.

ACTION: Address capacity issues through lifeguards, staffing, programming, maintenance, and communication.

- **Lifeguard Plan:**
 - Pulling guards from Association Branches
 - All regional management staff guarding
 - Lifeguard class just ended and will be immediately on-boarded to work at Mingo
 - Minimum Goal is 8 guards w/manager
 - Starting August 13, Mingo is weekends only which will help with guard schedules and hours
 - **Provide action plan to City for 2020 season laying out recruiting, hiring and training strategy by end of 60 Day Plan (Labor Day)**
 - For extenuating circumstances, the following plan will be implemented:

Extenuating Circumstances		
7 Guard Scenario	4 on Leisure, 2 Lap, 1 on Dive & Manager will rotate in	Would hit capacity quicker
6 Guard Scenario	Would require closing either slide or diving well	Would hit capacity quicker
5 Guard Scenario	Would require closing both slide & diving well	Would hit capacity quicker

- **Capacity Plan:**
 - **Add games/activities:**
 - Provide an Activity Director Staff to manage/recruit people to participate
 - Create activity space in SE corner of pool area with music/mic
 - Staff during prime capacity times of 1-5pm daily
 - Provide schedule for the activities: rotate with goal of 20-30 participants at one time and close during rest breaks
 - Provide prizes for games; such as, free concession item/Kona Ice Token
 - No new group bookings rest of summer, and cancel or move current Birthday Groups to branch if needed.
 - On very hot, sunny days close to non-residents; so, residents get priority.

III. REC SPORTS Registration starts on August 3

NEED : Prepare for fall session enrollment.

ACTION: Review with staff team, program offered, enrollment schedule.

- Flag Football and Soccer registration started July 1
- On track to run high quality leagues and classes with full staff
- Staff will be in uniform and visible
- All areas utilized by programs will be cleaned appropriately upon conclusion
- **Prepare user survey to follow every program delivered at conclusion of program – Template created by end of 60 Day Plan**

IV. BRANCH

NEED : Move branch into fall session knowing that there are key hires that need to enable the best program quality.

ACTION: Finalize hiring for key positions, address maintenance plan, and create long term communications plan.

One guard to remain at pool to staff Mingo

- Lap pool closes at branch
- Additional guards only remain during pre-scheduled activity; such as, lessons
- In process of hiring an Aquatics Director: goal by end of summer/Fall session
 - **Include Ted & Kyle on interview panel along with providing job description**
- In process of hiring a Swim Team Coach: goal by end of summer/Fall session
- Pool Shutdown: August 18-25
 - Will help provide guards to Mingo
- **City to review policy with the YMCA regarding outside users (swim teams) to rent space within the branch. YMCA to create language for pool rentals, pricing and discuss revenues.**

V. FACILITIES/MAINTENANCE

- Transitioning Blake:
 - For next 30 days and will spend 3 days/week at Delaware/Mingo
 - Full transition will take effect September 1
- Improve Communication/Tracking:
 - **Create Maintenance Committee with the City which meets quarterly**
 - Created a spread sheet to track all maintenance/repairs for Delaware/Mingo
 - Sharing documents with appropriate staff for increased awareness happenings
 - Implementing Facility Dude, online software program, within the next 60 days
- Other
 - **YMCA to provide City with 5 year maintenance plan, and what is scheduled for updates, replacement, etc.**
 - **Complete building audit for Mingo Recreation Center. September 2019?**

VI. COMMUNICATION FOR RESIDENTS: Internal & External

- 2014: conducted external membership satisfaction survey through SEER Analytics
- 2015: conducted internal membership satisfaction survey
- Currently: investigating survey for end of summer
- **Website Updates and Improvements including to Rec Programming Page (Ted to provide additional detail) Provide clear distinction between City and YMCA programming.**
- **Provide ongoing surveys at the conclusion of programs that can measured and tracked**
- **Provide a response protocol to resident/member inquiries currently fielded by the City and City Council**

VII. PRICING STUDY

- Discuss with Delaware Administration
- Pricing Policy
- Communication of Pricing Policy

VIII. FINANCIAL REPORTING

- June financials available currently
- Moving forward: will provide the monthly report in advance of the bi-monthly meeting
- Facility reporting:
 - How will report update the City as to projects?
 - Facility Dude will be the home of all projects for Delaware/Mingo moving forward and YMCA will provide appropriate reports.
 - **Per the agreement, YMCA to provide annual financial reports to the City of Delaware at the close of every year.**

NEXT STEPS

- Analysis of Delaware Recreation Programs and Jack Florance Pool operations
- Facility Assessment: 5 year Capital Discussion **provided by the end of the 60 Day plan**
- YMCA of Central Ohio overall staff review and analysis
- Force Swim Team Rental Request
- **During the 60 Day Plan, YMCA and the City to create mid-term and long-term plan for future success**

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: August 7, 2019

1. **Calendar**

See Attached

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

N/A

3. **Meetings**

July 22

Rotary
Council

July 25

Delaware South NCA Meeting

July 29

Rotary

August 5

Rotary

August 6

911 Board Meeting

4. **Required Reading**

Delaware County Transit

August

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Public Works/Public Utilities 6 pm	7 Planning Commission 6:30 pm	8	9	10
11	12 Council 7pm	13	14 Civil Service 3 pm BZA 6:30 pm -Canceled	15	16	17
18	19 Finance -4 pm Parking and Safety - 6 pm Canceled	20	21	22	23	24
25	26 Council 7pm	27 Shade Tree 6:30pm	28 Historic Preservation Commission 6:30 pm	29	30	31



July 23, 2019



Tom Homan
City of Delaware
1 S Sandusky St
Delaware Ohio 43015

Greetings:

I'm taking this opportunity prior to our official public notification to let you know that the Delaware Area Transit Agency (DATA or DATA Bus) will be changing our name from "DATA" or "DATA Bus" to "Delaware County Transit." The Delaware County Transit Board (DCTB) will remain the governing body.

We decided to do this for several reasons. First, was some community perception that we were not public transit but rather had something to do with electronic information. IE: a mobile Wi-Fi or that we worked for the county GIS system for property evaluations to name a couple. Even at ODOT, FTA and MORPC we were submitting data about DATA. This was confusing for some. Also, because our county (Delaware County) and county seat (Delaware City) are named the same, it creates confusion about who and where we serve. So, it is very important to us that "County" be a part of our new name.

In addition, you will notice new vehicles on the road in the near future. The new vehicles will be sleeker looking vans, sedans and even regular transit style buses and all with new color schemes to highlight new services that will be implemented over the next few years. We are hopeful that this will help the community to understand that public transit services are for all residents and visitors of Delaware County.

Thank you for joining us in sharing our excitement about our current and upcoming changes.

Sincerely,

A handwritten signature in blue ink that reads 'Denny Schooley'.

Denny Schooley
Executive Director