

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

**AGENDA**

**7:00 P.M. REGULAR MEETING**

**December 9, 2019**

1. ROLL CALL
2. INVOCATION – Reverend Tracy Sumner
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held on November 25, 2019, as recorded and transcribed.  
APPROVAL of the Motion Summary of the budget work session meeting of Council held on December 2, 2019, as recorded and transcribed.
5. CONSENT AGENDA
  - A. Acceptance of the Motion Summary of the Planning Commission meeting held on November 6, 2019, as recorded and transcribed.
  - B. Resolution No. 19-52, a resolution authorizing the City Manager to enter into a cooperative agreement with Delaware County to establish a Regional Central Traffic Signal Software System (CTSSS) used by both jurisdictions.
  - C. Resolution No. 19-53, a resolution authorizing the City Manager to enter into a cooperative agreement with Delaware County to jointly fund computer aided dispatch software and services.
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. CONSIDERATION OF A LIQUOR PERMIT TREX
  - A. 219 South Sandusky Street, LLC, 210 S. Sandusky St, Delaware, Ohio 43015. Permit Class D-5

*In order to vote in favor of this application, Council would move to approve the TREX and not request a hearing before the Liquor Commission.*

9. 7:20 P.M PUBLIC HEARING AND SECOND READING of Ordinance No. 19-75, and ordinance amending Chapter 192, Section 192.03 of Delaware's Codified Ordinances.
10. 7:30 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 19- 69, an ordinance making appropriations for the Year 2020 and declaring an emergency.
11. THIRD READING of Ordinance No. 19-65, an ordinance approving a Preliminary Development Plan request by T & R Properties for the Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed-Use Overlay District) located on the north side of Curve Road and west of Rochdale Run.
12. THIRD READING of Ordinance No. 19-66, an ordinance approving a Preliminary Subdivision Plat request by T & R Properties for the Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed-use Overlay District) located on the north side of Curve Road and West of Rochdale Run.
13. SECOND READING of Ordinance No. 19-70, an ordinance amending the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies and declaring an emergency.
  - A. 2020 Budget Presentation by Judge Marianne Hemmeter
14. SECOND READING of Ordinance No. 19-71, an ordinance amending Ordinance No. 18-111, establishing the pay and benefits for various part-time and intermittent/seasonal employees of the City of Delaware and declaring and emergency.
15. SECOND READING of Ordinance No. 19-72, an ordinance amending the Management, Professional, Technical, Confidential, and Supervisory Employees Pay Plan and declaring an emergency.
16. SECOND READING of Ordinance No. 19-73, an ordinance amending the employment agreement with the City Manager and declaring an emergency.
17. SECOND READING of Ordinance No. 19-74, an ordinance establishing the salary and benefits of the Council Clerk and declaring an emergency.
18. CONSIDERATION of Ordinance No. 19-76, an ordinance approving a

Combined Preliminary and Final Development Plan for Delaware City Schools for an expansion to Schultz Elementary School located at 499 Applegate Lane on property zoned R-4 (Medium Density Residential District) which encompasses approximately 36.47 acres.

19. CONSIDERATION of Ordinance No. 19-77, an ordinance for Westport Homes approving an amended Preliminary Subdivision Plat for Springer Woods Section 3 on approximately 47.5 acres containing 121 single family lots on property zoned R-3 (One-Family Residential District) and located on the north side of West William street (US36) and south of Warrensburg Road.
20. CONSIDERATION of Ordinance No. 19-78, an ordinance approving a Final Development Plan request by Medrock LLC for Willowbrook Section 3 containing 88 single family lots on approximately 22.5 acres on property zoned R-3 and R-6 (One Family Residential District and Multi-Family Residential District) and located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive.
21. CONSIDERATION of Ordinance No. 19-79, an ordinance approving a Final Subdivision Plat request by Medrock LLC for Willowbrook Section 3 containing 88 single family lots on approximately 22.5 acres on property zoned R-3 and R-6 (One Family Residential District and Multi-Family Residential District) and located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive.
22. CONSIDERATION of Ordinance No. 19-80, an ordinance providing for the issuance and sale of bonds in the maximum principal amount of \$16,500,000 for the purpose of paying the costs of refunding bonds previously issued by the city for the purpose of paying the costs of improving the City's Municipal Recreation Facilities, including the construction of a recreation center to provide fitness, track, swimming, and indoor and outdoor multi-purpose facilities, and athletic fields, and the construction, renovation and improvement of other municipal recreation facilities, including the provisions of furnishings and equipment for the center and all of such other facilities, and acquiring related interests in real property and otherwise improving the same, together with all necessary appurtenances thereto, and declaring an emergency.
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 November 25 20 19

**6:30 P.M. EXECUTIVE SESSION:** Vice-Mayor Shafer motioned to enter into executive session at 6:31 p.m. This motion was seconded by Mrs. Keller and approved by a 7-0 vote. Council met in executive session pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. Council conducted a discussion of those items with the following members present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Kent Shafer, and Mayor Carolyn Kay Riggle. Following the discussion at 6:545 p.m., it was moved by Vice-Mayor Shafer that Council move into open session, seconded by Mr. Jones and approved by a 7-0 vote.

The regular meeting of Council held November 25, 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 Cory Hoffman, Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Shafer, and Mayor Riggle who presided. The invocation was given by Council Clerk Elaine McCloskey, followed by the Pledge of Allegiance led by The American Heritage Girls.

Staff Present: Bruce Pijanowski, Police Chief, Darren Shulman, City Attorney, Blake Jordan, Public Utilities Director, Bill Ferrigno, Public Works Director/City Engineer, Dean Stelzer, Finance Director, Alycia Ballone, Budget Analyst, Ted Miller, Parks and Natural Resource 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 November 11, 2019, as recorded and transcribed.

APPROVAL of the Motion Summary of the organizational meeting of Council held on November 18, 2019, as recorded and transcribed.

**Motion:** Vice-Mayor Shafer motioned to approve the Motion Summary of the regular meeting of Council held November 11, 2019, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

**Motion:** Vice-Mayor Shafer motioned to approve the Motion Summary of the organizational meeting of Council held November 18, 2019, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

## **ITEM 5: CONSENT AGENDA**

- A. Acceptance of the Motion Summary of the Board of Zoning Appeals meeting held on September 11, 2019, as recorded and transcribed.
- B. Acceptance of the Motion Summary of the Parks and Recreation Advisory Board meeting held on September 17, 2019, as recorded and transcribed.
- C. Resolution No. 19-50, a resolution appointing the initial city appointed member of the Board of Directors of the Berkshire Township Joint Economic Development District No. 2.

RECORD OF PROCEEDINGS

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held November 25 20 19

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

ITEM 7: COMMITTEE REPORT

ITEM 8: DIRECTOR'S UPDATE

A. Dave Efland - Planning and Community Development Director

ITEM 9: CONSIDERATION OF A LIQUOR PERMIT TRANSFER

A. To Penn Strikes LLC DBA Colony Lanes, 451 Pennsylvania Avenue, Delaware, Ohio 43015 from Dwight and Patricia Green DBA Colony Lanes, 451 Pennsylvania Avenue, Delaware, Ohio 43015. Permit Class: D1

Motion: Vice-Mayor Shafer motioned approve the liquor transfer without objection, seconded by Mr. Jones. Motion approved by a 7-0 vote.

B. To Olivina Taproom, LLC DBA Olivina Taproom, 44 South Sandusky Street, Delaware, Ohio 43015, from Mystic Golf and Games LLC, 1159 Columbus Pike, Delaware, Ohio, 43015. Permit Class D2

Motion: Mrs. Keller motioned approve the liquor transfer without objection, seconded by Mr. Farrell. Motion approved by a 7-0 vote.

ITEM 10: CONSIDERATION OF A NEW LIQUOR PERMIT

A. Olivina Taproom, LLC DBA Olivina Taproom, 44 South Sandusky Street, Delaware, Ohio 43015. Permit Class D3

Motion: Vice-Mayor Shafer motioned approve the liquor permit without objection, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 11: ORDINANCE NO. 19-69 [Public Hearing and First Reading]

AN ORDINANCE MAKING APPROPRIATIONS FOR THE YEAR 2020 AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. There was no public comment. Ms. Ballone discussed the plan to introduce the Citizen Budget program in January and provide a finalized report later in 2020.

ITEM 12: ORDINANCE NO. 19-63 [Second Reading]

AN ORDINANCE ACCEPTING THE ANNEXATION OF 43.847± ACRES OF LAND MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE EVANS FARM DELAWARE, LLC ANNEXATION BY ANDREW WECKER, AGENT FOR THE PETITIONERS.

The Clerk read the ordinance for the second time. Mr. Shulman discussed the issue relating to the inclusion of the property into the Delaware South New Community Authority and that Evans Farm is already included within its own NCA. He discussed that there was a request by the Applicant to table Ordinance No. 19-63 until January 13, 2019.

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held November 25 2019

**Motion:** Vice-Mayor Shafer motioned to table Ordinance No. 19-63 until January 13, 2020, seconded by Mr. Jones.. Motion approved by a 7-0 vote.

**ITEM 13: ORDINANCE NO. 19-65** [Second Reading]

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUEST BY T & R PROPERTIES FOR THE ENCLAVE AT THE RAVINES AT OLENTANGY CONTAINING 87 SINGLE FAMILY ATTACHED UNITS ON APPROXIMATELY 14.906 ACRES ON PROPERTY ZONED R-6 PMU (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) LOCATED ON THE NORTH SIDE OF CURVE ROAD AND WEST OF ROCHDALE RUN.

The Clerk read the ordinance for the second time. Mr. Ferrigno clarified the EPA requirements to notify landowners within a certain distance. He informed Council that there will be a meeting on December 9 with the EPA to discuss the gas monitoring plan and future notification requirements. Mr. Hellinger voiced a concern over liability to the City and requested that Council wait to take action until after the December 9 meeting with the EPA. Mr. Ferrigno did inform Council that the meeting with the EPA was to be more proactive and determine if a trench would be required in the future what the design would need to be. Mayor Riggle voiced a concern that the movement of dirt and redirection of water during construction could cause issues with the gas and requested that this be discussed at the meeting. Mrs. Keller voiced a concern received by a resident at the Enclaves at Adalee regarding sidewalk and street conditions.

**APPLICANT:**

RJ Sabatino  
T&R Properties  
2705 Donna Drive  
Columbus, Ohio

**Motion:** Vice-Mayor Shafer motioned to suspend the rules, seconded by Mr. Jones. Motion failed by a 3-3 (Keller, Farrell, Hellinger)-1 (Riggle). Prior to the completion of the vote, Mr. Shulman discussed the need for five affirmative votes for a rules suspension to be approved.

**ITEM 14: ORDINANCE NO. 19-66** [Second Reading]

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT REQUEST BY T & R PROPERTIES FOR THE ENCLAVE AT THE RAVINES AT OLENTANGY CONTAINING 87 SINGLE FAMILY ATTACHED UNITS ON APPROXIMATELY 14.906 ACRES ON PROPERTY ZONED R-6 PMU (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) LOCATED ON THE NORTH SIDE OF CURVE ROAD AND WEST OF ROCHDALE RUN.

The Clerk read the ordinance for the second time. Council to take Ordinance No. 19-66 to a third reading.

**ITEM 15: ORDINANCE NO. 19-67** [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A DEVELOPMENT TEXT AMENDMENT FOR DELAWARE DEVELOPMENT PLAN LTD., FOR COUGHLIN'S CROSSING TO SUB-AREAS 2, 5, AND 6 ON APPROXIMATELY 80 ACRES

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held November 25 20 19

LOCATED EAST OF US 23, WEST OF STRATFORD ROAD, NORTH OF MEEKER WAY AND SOUTH OF ELLIOT ESTATES SUBDIVISION AND ZONED A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT).

The Clerk read the ordinance for the second time.

APPLICANT:

Connie Klema
P.O. Box 991
Pataskala, Ohio

Mrs. Keller discussed the smaller square footage units and that she was concerned that it may set a precedence but that there were few units in the development at this footage. Ms. Klema discussed the complimentary use of the Carriage Houses in the development.

PUBLIC COMMENT:

Mary Burke
146 Hull Drive
Delaware, Ohio

Ms. Burke voiced a question regarding the potential for development around the bike path.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 19-67, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 19-67, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 16: ORDINANCE NO. 19-68 [Second Reading]

AN ORDINANCE APPROVING AN AMENDED PRELIMINARY DEVELOPMENT PLAN FOR DELAWARE DEVELOPMENT PLAT, LTD., FOR COUGHLIN'S CROSSING SUB-AREAS 2, 5, AND 6 ON APPROXIMATELY 8- ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD, NORTH OF MEEKER WAY AND SOUTH OF ELLIOT ESTATES SUBDIVISION AND ZONED A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT).

The Clerk read the ordinance for the second time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 19-68, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 19-68, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 17: RESOLUTION NO. 19-51 [First Reading]

A RESOLUTION OF NO OBJECTION TO THE EXPANSION OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY, A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE.

The Clerk read the resolution for the first time.

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held November 25 20 19

**Motion:** Mr. Jones motioned to adopt Resolution No. 19-51, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

**ITEM 18: ORDINANCE NO. 19-70** [First Reading]  
AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES, AND DECLARING AN EMERGENCY.

A. 2020 Budget Presentation by Judge David Sunderman and Cindy Dinovo, Clerk of Courts

The Clerk read the ordinance in to the record for the first time. The Clerk was notified that Judge Marianne Hemmeter will be presenting at the December 9, 2019 Council meeting. Council to take Ordinance No. 19-70 to a second reading.

**PRESENTOR:**  
Cindy Dinovo, Clerk of Courts  
70 North Union Street  
Delaware, Ohio

**ITEM 19: ORDINANCE NO. 19-71** [First Reading]  
AN ORDINANCE AMENDING ORDINANCE NO. 18-111, ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Council to take Ordinance No. 19-71 to a second reading.

**ITEM 20: ORDINANCE NO. 19-72** [Second Reading]  
AN ORDINANCE AMENDING THE MANAGEMENT, PROFESSIONAL, TECHNICAL, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES PAY PLAN AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Council to take Ordinance No. 19-72 to a second reading.

**ITEM 21: FINANCE DIRECTOR'S REPORT**

**ITEM 22: CITY MANAGER'S REPORT**

Mr. Homan provided an update regarding the renovation of City Hall, the upcoming Sakata art exchange exhibit, and that he attended a presentation at Willowbrook with Councilwoman Keller.

**ITEM 23: COUNCIL COMMENTS**

Mayor Riggie informed Council that there was a conference call held with officials at Baumholder to discuss future visits.

**ITEM 24: ADJOURNMENT**

**Motion:** Vice-Mayor Shafer motioned to adjourn the meeting, seconded by Mr. Jones. The meeting adjourned at 9:05 p.m.

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held November 25 2019

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

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

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held December 02 20 19

The budget work session meeting of Council held December 2, 2019 was called to order at 6:30 p.m., in the City Council Chambers. The following members of Council were present: Second Ward Lisa Keller, Third Ward Cory Hoffman (arrived at 6:35 p.m.), Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Shafer, and Mayor Riggles who presided. Absent from the meeting was First Ward Chris Jones.

Staff Present: John Donahue, Fire Chief, Darren Shulman, City Attorney, Bill Ferrigno, Public Works Director/City Engineer, Dean Stelzer, Finance Director, Alycia Ballone, Budget Analyst, Ted Miller, Parks and Natural Resource Director, Susie Daily, IT Director, Dave Efland, Planning and Community Development Director, Kyle Kridler, Assistant City Manager, and Tom Homan, City Manager

**Motion to Excuse:** Vice-Mayor Shafer motioned to excuse Mr. Jones, seconded by Mrs. Keller. Motion approved by a 5-0 vote.

## **ITEM 2: ESTABLISH A PUBLIC HEARING**

Establish December 9, 2019 at 7:20 p.m. as date and time for a public hearing and second reading for Ordinance No. 19-75, an ordinance amending Chapter 192, Section 192.03 of Delaware's Codified Ordinances and declaring an emergency.

**Motion:** Vice-Mayor Shafer motioned to schedule the public hearing for December 9, 2019 at 7:20 p.m. for Ordinance No. 19-75, seconded by Mr. Farrell. Motion approved by a 5-0 vote.

## **ITEM 3. ORDINANCE NO. 19-75** [First Reading]

AN ORDINANCE AMENDING CHAPTER 192, SECTION 192.03 OF DELAWARE'S CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

## **ITEM 4. ORDINANCE NO. 19-73** [First Reading]

AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

## **ITEM 5. ORDINANCE NO. 19-74** [First Reading]

AN ORDINANCE ESTABLISHING THE SALARY AND BENEFITS OF THE COUNCIL CLERK AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

## **ITEM 6. REVIEW OF CITY MANAGER'S PROPOSED 2020 BUDGET**

- a. Budget Overview - Tom Homan, City Manager
- b. Fire/EMS - John Donahue, Fire Chief

Chief Donahue provided an Organizational Chart and discussed service expectations. He discussed the goal to have a 6-minute emergency response time 90% of the time. He discussed ways to improve the response time with review of staffing, managing risks

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held December 02 20 19

and technology improvements, such as, Opticom, New 911 CAD System, Station Monitors. He reviewed personnel changes and request for 4 community paramedics and 2 Community Paramedic Supervisors. Also reviewed were significant line items. Currently the fire department is under the IAFF Contractual Obligation Year 3. He discussed capital purchases of a new engine and staff cars. Also discussed was the increase of cost for medical supplies and the average cost of supplies used per transport. He reviewed new initiatives including the Countywide PreHospital Care System.

c. Information Technology – Susie Daily, Information Technology Director

Ms. Daily reviewed the organizational chart and that she looked into each employees expertise in the IT department to determine where help was needed and could best be utilized. She discussed that the IT Project Coordinator position will no longer exists and that everyone in the department will be responsible for the managing and developing of the projects that they are assigned. A Technical Support Specialist position will be created to support Level II technical issues that arise in the City. The Desktop Technician position will be updated to a Help Desk Support Technician, which will handle Level I technical issues in the City. She discussed that the with the growing amount of data accumulating that is a need for a GIS/CMMS Analyst. This position will discover patterns and trends and report on those trends to City employees as needed. Also discussed with new initiatives that included the new ERP system implementation in 2020, new RMS systems for Police and Fire, new 311 Citizen Relationship Management software, and new traffic signal project.

d. Parks and Natural Resources – Ted Miller, Parks and Natural Resource Director

Mr. Miller reviewed the organizational chart and that the department cross over to each department depending on the need. He discussed potential personnel changes with the possible addition of a Recreation Program Coordination and an addition of 500 seasonal staff hours for Forestry Division. The additional seasonal staff will assist the City Arborist with trimming and pruning of trees. He discussed that the needs assessment will need completed to determine the direction that the City will take regarding the recreation services and the coordinator position. He also discussed funding request to clear brush along US 23 embankment at Mingo Park. He discussed new initiatives including staff to begin using Cityworks to track hours and tasks and reduce administrative time. He also discussed the introduction of electric utility vehicle and to begin the implementation of the cemetery master plan.

Mr. Hellinger voiced a concern if there will be enough time to have a Program Coordinator ready if it isn't determined until half way through the year. Mr. Homan discussed the need for a potential supplemental if it is determined to not renew recreational services with the YMCA.

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held December 02 20 19

Mr. Hellinger voiced a question on the progress of having the trail/path from the Oakhurst to Pinecrest area. Mr. Miller discussed that this project is still a priority project.

Mr. Farrell questioned what the public's response was on the demolition of the house at the cemetery. Mr. Miller informed Council that there is currently an asbestos study underway and that there have been community members that have voiced concerns.

Mrs. Keller discussed the use of the Golf Course Supervisor in different departments and that the changes seem to be putting the golf course in a better position financially. Mr. Miller discussed the benefit of using this supervisor's expertise in other aspects of the Parks Department.

- e. Public Works/Engineering/Airport – Bill Ferrigno, Public Works Director

Mr. Ferrigno reviewed the organizational chart of the Public Works Department. He discussed personnel changes and the request for a full-time Street Technician in the Streets Division Crew and reclassification of a Traffic Technician to Traffic Division Supervisor.

Mr. Ferrigno discussed significant line items for the Street Division. He discussed that there will be a \$650,000 increase in funding for local street resurfacing from the Gas Tax. He also discussed the \$60,000 increase in operating supply for purchase of additional construction materials and \$26,000 increase for purchase of winter road salt and de-icing additives.

He reviewed the significant line items for Traffic Division with a \$59,000 increase in professional service to improve guardrail maintenance, annual long and short line striping programs, and Traffic Calming improvements. Mr. Homan discussed that this area may need additional discussion from Council on funding the different traffic calming requests from the Parking and Safety meeting. Mr. Ferrigno discussed the request for striping and feedback signs along Carson Farms Blvd and Cobblestone Drive, as well as, striping along Executive Blvd. He discussed the cost to strip Hull Drive.

Mr. Ferrigno reviewed line items for Building Maintenance and the proposed demolition of the City owned Central Avenue property. He discussed that the cost of demolition is expected to be \$10,000 and will save the City over \$35,000 in pending roofing repairs and HVAC replacement needs. He also discussed that the necessary repairs to the walls and carpet that would be necessary to rent the unit out. A discussion was held on that the property was purchased to allow for the extension of Valleyside Drive. Mrs. Keller did discuss that the extension of Valleyside Drive would be controversial as there were concerns of demolishing the natural area. Chief Donahue discussed the benefits of having Valleyside Drive extended with a reduction in time to respond to emergencies.

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held December 02 20 19

He also discussed the \$30,000 increase in professional services as the cost of maintenance service providers/vendors rise and the Engineering Division will have a \$95,000 increase in professional services for right of way permit processing and construction inspections.

Mr. Ferrigno reviewed new initiatives with the introduction of an electric vehicle into the city fleet and contract out crack sealing operations to private contractor. He discussed that the cost to contract out crack sealing is comparable to the cost for the city to perform the task but that it will allow for four season and one full-time crew members to focus on local street maintenance. The private contracting of right-of-way administrative and inspection responsibilities is estimated to have 90% of costs recoverable through permit and inspection fees. He also discussed the agreement that will be presented to Council with Delaware County on establishing a Central Traffic Signal Software System for regional traffic management and emergency vehicle response preemption control. Another initiative would be the agreement with the County pertaining to disposal of Municipal Solid Waste and Recyclable materials at the proposed new Solid Waste Transfer Station. He discussed that staff continues to work on the completion and implementation of the Airport Strategic Business Plan.

## **ITEM 7. DISCUSSION**

Mr. Stelzer discussed introducing legislation to refinance the debt from the Recreation Levy.

## **ITEM 8: ADJOURNMENT**

**Motion:** Vice- Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 8:38 p.m.

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

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

**PLANNING COMMISSION**  
**November 6, 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, Dean Prall, Andy Volenik, Mayor Carolyn Kay Riggle, Vice-Chairman George Mantzoros, and Chairman Stacy Simpson

Staff Present: Kyle Kridler, Assistant City Manager, Sean Hughes, Economic Development Director, Matt Weber, Deputy Engineer, Jordan Selmek, Zoning Officer, Lance Schultz, Zoning Administrator, and Dave Efland, Planning and Community Development Director

Mr. Efland introduced Mr. Kridler to the Commission.

ITEM 2. APPROVAL of the Motion Summary of the Planning Commission meeting held on October 2, 2019, as recorded and transcribed.

**Motion:** Mr. Prall motioned to approve the Motion Summary for the Planning Commission meeting held on October 2, 2019, as recorded and transcribed, seconded by Vice-Chairman Mantzoros. Motion approved with a 7-0 vote.

ITEM 3. REGULAR BUSINESS

ITEM 4. PLANNING DIRECTOR'S REPORT

A. 2019-2346: A request by Connect for approval of a Combined Preliminary and Final Development Plan to expand Green Dental Office on approximately 0.991 acres on property zoned B-3 (Community Business District) and located at 133 West Hull Drive.

**Anticipated Process**

a. Staff Presentation

Mr. Selmek reviewed the proposed site plan and the request to add a 745 square foot expansion to the east side of the existing 2,685 square foot building on the western edge of the property. The applicant is also proposing to expand the existing parking lot from the current 20 spaces to a total of 31 parking spaces. Mr. Selmek reviewed that the applicant will be removing 171 caliper inches of trees and plans to plant 42 caliper inches of tree as a replacement and also make a payment in order to be in compliance with Chapter 1168 Tree Preservation Regulations.

b. Applicant Presentation

APPLICANT:

Dr. Robert Green  
133 West Hull Drive  
Delaware, Ohio

Dr. Green discussed his plan to expand the office to allow room for his son to be part of the practice.

c. Public comment (not a public hearing)

There was no public comment.

d. Commission Action

**Motion:** Mr. Halter motioned to approve 2019-2346, along with all staff conditions and recommendations, seconded by Mr. Volenik. Motion approved by a 7-0 vote.

B. Enclave at the Ravines at Olentangy

- (1) 2019-2344: A request by T&R Properties for approval of a Preliminary Development Plan for Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run.
- (2) 2019-2345: A request by T&R Properties for approval of a Preliminary Subdivision Plat for Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run.

**Anticipated Process**

a. Staff Presentation

Mr. Schultz reviewed the location of the subject property, which is located within the Ravines at Olentangy development. He reviewed background information on the property and the plan to construct 87 ranch style attached dwelling units on individual lots. There will be two access points into the development from Rochdale Run. He reviewed the pedestrian connectivity. The building design would be similar to the developed Enclave at Adalee dwelling units. Mr. Schultz discussed that each unit would have a two-car garage with a driveway and that there would be 20 overflow parking spaces

located throughout the site.

b. Applicant Presentation

APPLICANT:

Ron Sabatino  
3895 Stonebridge Court  
Dublin, Ohio 43016

Mr. Sabatino discussed that the layout would be similar to the Enclave at Adalee and that it would be geared towards empty nesters.

Mr. Prall requested that the applicant discuss with the construction crews alternative routes to get to the location as he has witnessed twice construction vehicles hitting the bridge at Curve Road.

c. Public comment (not a public hearing)

There was no public comment.

d. Commission Action

**Motion:** Mr. Badger motioned to approve 2019-2344, along with all staff conditions and recommendations, seconded by Mr. Halter. Motion approved by a 7-0 vote.

**Motion:** Mr. Badger motioned to approve 2019-2345, along with all staff conditions and recommendations, seconded by Mr. Halter. Motion approved by a 7-0 vote.

C. Coughlin's Crossing (REMOVE FROM TABLE PRIOR TO READING)

**Motion:** Mr. Prall motioned to remove 2019-1578 and 2019-1579 from the table, seconded by Mr. Volenik. Motion approved by a 7-0 vote.

- (1) 2019-1578: A request by Delaware Development Plan LTD., for a development text amendment to Sub-Areas 2, 5 and 6 of Coughlin's Crossing on approximately 80 acres located east of US 23, west of Stratford Road, north of Meeker Way and south of Elliot Estates Subdivision and zoned A-1 PMU (TABLED 8/7/19).
- (2) 2019-1579: A request by Delaware Development Plan LTD., for approval of an Amended Preliminary Development Plan to Sub-Areas 2, 5 and 6 of Coughlin Crossing on approximately 80 acres located east of US 23, west of Stratford Road, north of Meeker Way and south of Elliot Estates Subdivision and zoned A-1 PMU (TABLED

8/7/19).

**Anticipated Process**

a. Staff Presentation

Mr. Efland reviewed the requested development text amendment to Sub-Areas 2,5, and 6 as well as an amended Preliminary Development Plan. Sub Areas 5 and 6 were proposed for amendment in accordance with the previous concept plan and Sub Area 2 was proposed for amendment from mixed use building to the west and residential to the east along Stratford Road to a Romanelli & Hughes apartment development with 194 total units, club house, open space, and several building configurations all of high design and material quality. The case was tabled at the August 7, 2019 Planning Commission meeting based on comments received by the Commission. Since then the developer has held additional private meetings with the surrounding neighbors. He discussed that the plan calls for smaller units along Stratford Road reducing each of the 4 primary buildings from 16 unit buildings to 12 unit buildings. The number of units fronting Stratford Road is now presented at 48. He discussed the roads and access to the development and that Sub-Area 2 would have full access points from Stratford Road and Coughlin Lane with secondary access points from Sub-Areas 3 and 4. The revised November 2019 plan includes a boulevard entrance and several elements of traffic calming along the length of the boulevard road. There were no changes to the pedestrian connectivity plan from the August 2019 Plan. He reviewed the proposed elevations and the buffering along Stratford Road and that open space location.

b. Applicant Presentation

**APPLICANT:**

Connie Klema  
P.O. Box 991  
Pataskala, Ohio

Jim Ohlin  
148 West Schrock Road  
Westerville, Ohio

Ms. Klema provided a visual presentation to show the development plans.

Mr. Hughes discussed the Economic Development plans for the area and that the project is in line with current trend that business parks

are developing. He discussed the development provides an opportunity for more white-collar jobs to keep workers in the City and that the development can provide a much needed office component of economic development.

Mr. Halter discussed the internal traffic calming measures and the impact to Stratford Road. Mr. Weber discussed that staff is not able to do traffic calming measures along Stratford Road and that the Access Management Plan does not support the closing of the designated access points. Staff is looking at ways to decrease congestion on Meeker Way as development in the area grows. Mr. Efland discussed that the traffic study conducted indicated the need for certain access points.

c. Public comment (public hearing)

PUBLIC PARTICIPATION:

Roger Plummer  
2505 Stratford Road  
Delaware, Ohio

Mr. Plummer voiced concerns on the higher density and the increase of traffic and speed violations along Stratford Road.

Ginger Williams  
2637 Stratford Road  
Delaware, Ohio

Ms. Williams stated that she was able to locate a builder that was willing to look at the project with housing and notified the applicant. She stated that in the August meeting, the applicant had notified the Commission that she was not able to find a builder. She discussed already heavy traffic conditions along Stratford Road due to cut through traffic and requested that the Commission stand with the original plan.

Jeannie Ball  
1989 Stratford Road  
Delaware, Ohio

Ms. Ball voiced concerns on the density.

John Kovalchik  
1901 Stratford Road  
Delaware, Ohio

Mr. Kovalchik voice concerns over the increase in traffic and that the car dealerships use Stratford Road to test drive the vehicles. He voiced a concern over traffic increases with the development. He supported the active space to the development.

Barb Martin  
1901 Stratford Road  
Delaware, Ohio

Ms. Martin voiced concerns over the increase of traffic on Stratford Road and that many use the road to avoid US 23. She voiced difficulty being able to safely cross the street to get her mail. She recommended a stop sign or traffic light to deter cut through traffic.

Ed Gifford  
165 Beach Drive  
Delaware, Ohio

Mr. Gifford discussed the presentation by the applicant allowed for a different perspective on the development.

Mr. Halter discussed that the traffic situation is an issue throughout the city. Mr. Volenik commended the applicant for taking into consideration previous comments at the August meeting into the plan and also working with the residents in the area.

d. Commission Action

**Motion:** Mr. Badger motioned to approve 2019-1578, along with all staff conditions and recommendations, seconded by Mr. Halter. Motion approved by a 7-0 vote

**Motion:** Mr. Badger motioned to approve 2019-1579, along with all staff conditions and recommendations, seconded by Mr. Halter. Motion approved by a 7-0 vote

Mr. Kovalchik voiced a concern over pedestrian connectivity and the lack of sidewalks. Mr. Weber discussed that Stratford Road is in the Bike Plan.

ITEM 4. PLANNING DIRECTOR REPORT

Mr. Efland provided information on the APA Award that was received.

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Prall provided an update that Pulte Homes had put in ballards in the emergency access point on Cheshire Street to prevent use of daily traffic.

Vice-Chairman Mantzoros congratulated staff on the APA Award that they received.

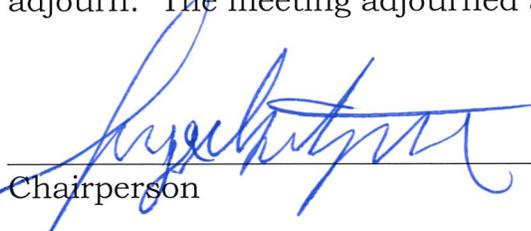
Mayor Riggle discussed that while working with realtors and customers they had a meeting to discuss what consumers want in a development. She discussed that input received was that older population do want smaller homes, but not necessarily smaller lots. A discussion was held regarding current development trends for lot sizes and affordable housing. Mayor Riggle also requested information on the material type used inside the Fisher Homes at the Olentangy Ravines and that it did not appear to be OSB materials.

ITEM 6. NEXT REGULAR MEETING: December 4, 2019

Chairman Simpson notified the Commission that he may be traveling this week for work and may be unable to attend.

ITEM 7. ADJOURNMENT:

**Motion:** Chairman Simpson moved for the Planning Commission meeting to adjourn. The meeting adjourned at 8:39 p.m.

  
Chairperson

  
Elaine McCloskey, Clerk



## FACT SHEET

---

AGENDA ITEM NO: CONSENT ITEM B      DATE: 12/09/2019  
ORDINANCE NO:                                      RESOLUTION NO: 19-52  
READING: FIRST                                      PUBLIC HEARING: NO

---

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

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH DELAWARE COUNTY TO ESTABLISH A REGIONAL CENTRAL TRAFFIC SIGNAL SOFTWARE SYSTEM (CTSSS) USED BY BOTH JURISDICTIONS.

**BACKGROUND:**

Both the City of Delaware and Delaware County require CTSSS to maintain and monitor their traffic signals. Both entities need to upgrade their existing software systems to maintain the increased number of signalized intersections, to stay abreast with changes in new technology and the need to add emergency vehicle signal preemption throughout both jurisdictions. Due to the magnitude of upfront costs to upgrade/install a CTSSS, regionalization of the City and County under one (1) system is the most cost-effective approach. This will result in cost savings to both entities given there is a reduction to the per intersection pricing when purchasing 125 intersections versus 25 or 50. Regionalization also provides the ability to add preemption to all signalized intersections at a lower cost, which can ultimately be utilized throughout the City and County and by all First Responders within Delaware County. It also gives both agencies the capability to share data and communicate with each other in order to facilitate cross-jurisdictional management and monitoring of traffic at signalized intersections. Each agency will still maintain and control the traffic signals under their respective jurisdiction, and have capacity to add future intersections within the City and County as needed. In addition, the

CTSSS will have the capability to interact with ODOT's CTSSS to coordinate traffic signal timing on major routes such as US-23, US-42, US-36, etc. or as the need arises to reroute traffic in the event of an accident, road closures, or other major event. The regionalization could also be expanded to other county jurisdictions in the future if needed. In 2020, the number of traffic signals on the CTSSS will be approximately 68, with 32 being City and 36 being County. The City will plan to add the remainder of our traffic signals to the CTSSS as part of the Citywide Signals Phase 1 Project. Given that the City has expert IT and Traffic Operation Staff and will have 62 traffic signals on the system in 2021, the City will host the software on our Traffic Server and provide remote access to the County. See Exhibit A – Cooperation Agreement for more specifics of cost sharing and CTSSS control.

**REASON WHY LEGISLATION IS NEEDED:**

This Resolution is required for the City Manager to sign an intergovernmental agreement.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

The total project cost is currently estimated at \$391,390.00. Delaware County will be contributing up to \$81,805.00 to the project.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

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

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Exhibit A – Cooperation Agreement



**COOPERATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF DELAWARE  
AND  
DELAWARE COUNTY  
FOR REGIONLIZATION OF CENTRAL TRAFFIC SIGNAL SOFTWARE SYSTEM (CTSSS)**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the City of Delaware, 1 S. Sandusky Street, Delaware, Ohio 43015 (the “City”), hereinafter referred to individually as “Party” or collectively as the “Parties”.

**1 AUTHORITY**

- 1.1 Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render. Similarly, under Section 5 of the Delaware Charter, City Council may authorize an intergovernmental agreement for the purpose of improving public services.

**2 PURPOSE**

- 2.1 The City and County desire to formalize an agreement to regionalize the Central Traffic Signal Software System (CTSSS) used by both jurisdictions (the “Project”).
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

**3 NOTICES**

- 3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 County:

Robert Riley, PE, PS  
Chief Deputy Engineer  
50 Channing Street  
Delaware, Ohio 43015  
Email: rriley@co.delaware.oh.us

3.1.2 City:

William L. Ferrigno, P.E.  
Public Works Director/City Engineer  
440 East William Street  
Delaware, Ohio 43015  
email: bferrigno@delawareohio.net

**4 MANAGEMENT OF PROJECT**

- 4.1 The City, acting through the Public Works Director/City Engineer, and the County, acting through the Chief Deputy Engineer, will mutually design, administer the construction contract and manage the construction of the Project.

## **5 ESTIMATED COSTS**

5.1 The estimated costs of the project are as follows:

5.1.1	Total Cost of Project:	\$391,390.00
5.1.2	County Share:	\$ 81,805.00
5.1.3	City Share:	\$ 309,585.00

5.2 The City and County acknowledge that the estimated costs are based on the quotes of probable construction costs received by the City, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by City Public Works Director/City Engineer.

## **6 COST PARTICIPATION**

- 6.1 The City shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.
- 6.2 The County shall reimburse the City for all project costs relating to the construction of the Project situated within the County's jurisdiction, as described below.
- 6.3 The City Public Works Director/City Engineer shall keep an accurate record of the project costs and submit an invoice to the County for the County's share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The County shall pay the invoice within 30 days of receipt of the invoice.
- 6.5 The City shall be responsible for 100% of the costs of the software integration on City Server and the 32 Local Signal Controllers included with this project under City jurisdiction, which includes 40 hours of training once the system is installed and fully operational. This cost is estimated at \$35,000.
- 6.6 The City shall be responsible for 100% of the costs for Signal Controllers for the 32 intersections included with this project under City jurisdiction. This cost is estimated at \$66,880, with pricing per ODOT Contract ITB 106-19.
- 6.7 The City shall be responsible for 100% of the costs for Preemption Services for the 32 intersections included with this project under City jurisdiction. The cost is estimated at \$153,600.
- 6.8 The County may obtain Preemption Services for the intersections under their jurisdiction at any time and shall be responsible for the required costs to add this service.
- 6.9 The County shall be responsible for 100% of the costs of the software integration of the 36 Local Signal Controllers under County jurisdiction and the required IT associated work to allow for remote access to the software on the City Server. This cost is estimated at \$27,000.
- 6.10 The City and County will each be responsible for the initial purchase cost of 125 intersection licenses which shall be split with 50% being County responsibility and 50% being City responsibility. The total cost is estimated at \$80,000, with pricing per ODOT Contract ITB 16-19. Additional intersection licenses can be purchased in increments of 25 and will be done so on an as needed basis with the cost split being determined based on the need of each jurisdiction.

- 6.11 The City and County will each be responsible for the initial purchase cost of CTSSS server equipment which shall be split with 50% being City responsibility and 50% being County responsibility. This cost is estimated at \$17,230.
- 6.12 The City and County will each be responsible for their portion of the Annual Subscription Fee, which includes all software maintenance and updates required for the CTSSS. For 2020, the annual fee is estimated at \$11,680. The City will be responsible for 47%, or \$5,490 and the County will be responsible for 53%, or \$6,190. Starting in 2021, the total fee will be split based on the percentage/number of intersections under each jurisdiction covered by this agreement.
- 6.13 The County shall reimburse the City for 50% of the routine CTSSS server maintenance costs incurred by the City on an annual basis. Maintenance will occur at the beginning of each calendar year starting in 2021. The estimated cost is \$3,000 per year.

## **7 PERSONNEL**

- 7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

## **8 EQUIPMENT AND FACILITIES**

- 8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.
- 8.2 The City will host the CTSSS on the City Traffic Control Server and will allow remote access to the County through a password protected secure connection.
- 8.3 Both the City and County will be responsible to provide and maintain their own CTSSS workstation computer at their respective offices.
- 8.4 Both the City and County will be able to monitor all Traffic Signals on the CTSSS and will only have privileges to make changes to traffic signals under their respective jurisdiction.
- 8.5 The City will maintain remote access at all times for the County with the exception of scheduled routine updates that require the City Traffic Server to be temporarily unavailable. The County will be notified in advance when access to the City Traffic Server will be temporarily unavailable.
- 8.6 Additional traffic signals may be added to the CTSSS as the City and County signal networks expand. Any costs associated with an expansion are covered under Section 6, Cost Participation.
- 8.7 Additional jurisdictions within Delaware County may be added to the CTSSS upon mutual agreement of both the City and County.

## **9 RECORDS**

- 9.1 The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

## **10 TERM**

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in

accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.

10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

10.3 This Agreement will be updated every two (2) years starting in 2022 and both parties must mutually agree to any necessary changes. If no changes are made, the most recent version of the Agreement shall remain in effect.

## **11 LEGAL CONTINGENCIES**

11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

## **12 INSURANCE AND LIABILITY**

12.1 The Parties are both political subdivisions and lack authority to indemnify.

12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

## **13 MISCELLANEOUS TERMS & CONDITIONS**

13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected

thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**City of Delaware**

By: \_\_\_\_\_  
R. Thomas Homan, City Manager

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

**Delaware County Board of Commissioners**

By: \_\_\_\_\_  
Barb Lewis, President of the Board  
Pursuant to Resolution No. 11-137 and  
Resolution No. 19-\_\_\_\_\_

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

**Approved as to Form**

\_\_\_\_\_  
Staff Attorney, Board of Commissioners  
Delaware County, Ohio

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

\_\_\_\_\_  
Darren M. Shulman, City Attorney

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

**Fiscal Officer Certification**

**Delaware County:**

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has been confirmed by the Ohio Auditor of State that the City of Delaware has no unresolved findings for recovery issues against them by the State of Ohio.

\_\_\_\_\_  
George Kaitsa, Auditor of Delaware County, Ohio

Date: \_\_\_\_\_, 2019

**City of Delaware:**

The Finance Director of the City of Delaware hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purposes and are in the City treasury or in the process of collection, free from any other encumbrances. The Finance Director also certifies that it has been confirmed with the Ohio Auditor of State that Delaware County has no unresolved findings for recovery issued against them by the State of Ohio.

\_\_\_\_\_  
Dean P. Stelzer, Finance Director, City of Delaware

Date: \_\_\_\_\_, 2019



## FACT SHEET

---

AGENDA ITEM NO: CONSENT ITEM C      DATE: 12/09/2019  
ORDINANCE NO:                                      RESOLUTION NO: 19-53  
READING: FIRST                                      PUBLIC HEARING: NO

---

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

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR COMPUTER AIDED DISPATCH SOFTWARE AND SERVICES

**BACKGROUND:**

This agreement between the City of Delaware and Delaware County Ohio, will allow for intergovernmental cooperation in the acquisition and use of a joint Computer Aided Dispatch (CAD) and Records Management System (RMS) between Delaware County Emergency Communications, the Delaware County Sheriff's Office and the City of Delaware. This agreement is timely and beneficial for many reasons. The Delaware P.D. RMS is at end of its useful life and has been for some time. Delaware County Emergency Communications needs a new CAD system, and the Delaware County Sheriff's Office would benefit from an updated RMS system. In partnering to address our needs, we were able to agree on one vendor which allows for interoperability of the systems, data sharing among all partners and other agencies that use the same vendor (Tyler Technologies), and significant cost savings.

**REASON WHY LEGISLATION IS NEEDED:**

Approval will allow the City of Delaware to partner with Delaware County to achieve the above listed benefits.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

This agreement will result in a cost of \$157,779.07 to the City of Delaware, which represents a significant savings from the cost of implementing a standalone system.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Bruce Pijanowski, Chief of Police

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Copy of Agreement



**INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR COMPUTER AIDED DISPATCH SOFTWARE AND SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the City of Delaware, 1 S. Sandusky Street, Delaware, Ohio 43015 (the "City"), hereinafter referred to individually as "Party" or collectively as the "Parties".

**1 AUTHORITY**

1.1 Pursuant to sections 9.48 and 9.482 of the Revised Code, a political subdivision may participate in joint purchasing programs with other political subdivisions and enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

**2 PURPOSE**

2.1 The City and County desire to continue their cooperation with respect to the provision of countywide emergency communications by jointly seeking and obtaining a computer aided dispatch system and related software and services (the "Project").

2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

**3 MANAGEMENT OF PROJECT**

3.1 The County, acting through the 9-1-1 Board, sought proposals from firms qualified to provide the software and services constituting the Project. Representatives from other public safety services providers within Delaware County, including the City, have participated in the evaluation of the proposals, and the County is prepared to enter into a contract with Tyler Technologies, Inc. (the "Contractor") for the Project.

3.2 In order to fully provide for needs of the City, the Project includes City-specific components, for which the City agrees to be responsible.

**4 PROJECT COSTS**

4.1 The estimated costs of the Project are as follows:

4.1.1	Total Cost of Project:	\$1,249,849.00
4.1.2	County Share:	\$1,092,069.93
4.1.3	City Share:	\$ 157,779.07

4.2 The City and County acknowledge that the costs are based on the initial fixed amount of the contract, and the cost sharing as specified above shall apply to that initial fixed amount. In the event that either Party unilaterally incurs additional charges in furtherance of the Project, then the Parties mutually acknowledge and agree to be responsible for their own respective charges.

**5 PAYMENT OF PROJECT COSTS**

5.1 The County shall pay all amounts due to the Contractor in accordance with the contract, subject to Section 4.2 hereof.

5.2 The City shall pay to the County the entire amount of its share as set forth in Section 4.1.3 within fifteen (15) days of execution of this Agreement.

## **6 PERSONNEL**

- 6.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

## **7 EQUIPMENT AND FACILITIES**

- 7.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

## **8 RECORDS**

- 8.1 The Parties agree that each shall maintain public records concerning this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

## **9 TERM; AMENDMENT**

- 9.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated.
- 9.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

## **10 LEGAL CONTINGENCIES**

- 10.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

## **11 MISCELLANEOUS TERMS & CONDITIONS**

- 11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future

breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

11.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**City of Delaware**

By: \_\_\_\_\_  
Thomas Homan, City Manager

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

**Delaware County Board of Commissioners**

By: \_\_\_\_\_  
Barb Lewis, President of the Board  
Pursuant to Resolution No. 11-137 and  
Resolution No. 19-\_\_\_\_\_

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

**Approved as to Form:**

\_\_\_\_\_  
Staff Attorney, Board of Commissioners

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

\_\_\_\_\_  
City of Attorney

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

**FISCAL OFFICER'S CERTIFICATION**

The Fiscal Officer for the City of Delaware hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the city treasury or in the process of collection, free from any other encumbrances.

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

\_\_\_\_\_  
Signature



## MEMORANDUM

TO: Tom Homan, City Manager  
Darren Shulman, City Attorney  
FROM: Sean Hughes, Economic Development Director  
DATE: 11/15/2019  
RE: Economic Development Related Transfer of Liquor Permit (TRES) to 219 South Sandusky Street, LLC

---

This is intended to provide information related to a requested transfer of a liquor permit for Bryan Myers and 219 South Sandusky Street, LLC DBA Massey's Pizza at 219 S. Sandusky St. as an economic development project ("TRES") into Delaware.

As you know, state law allows for the transfer of the ownership and location of liquor permits from one municipality to an economic development project located in another municipality in Ohio. Transferring a permit to an economic development project in a new municipality is known as TRES. It is required that the new municipality acknowledge that the liquor permit will be transferred to an economic development project.

This memorandum, and the information provided below is verification that the Neal Kruse, DBA Old Dog Ale House project is indeed an economic development project.

The following economic development impact information has been provided to City staff by way of written information from the project owners, in addition to a follow-up conversation with the principal business owner Neal Kruse:

- Estimated Investment (equipment, services, utilities, etc.): \$20,000
- Total number of jobs to be created: 20
- Estimated Annual Tax Collections:
  - o Sales Tax: \$16,800
  - o State Unemployment Tax: \$24,000
  - o Property Tax: \$11,802

On the basis of this information, I recommend that the City Manager acknowledge, by signature on TRES application, that the 219 South Sandusky Street, LLC project represents an economic development project within the City of Delaware.





## Delaware Police Department Liquor Permit Report

<b>DPD Report Number</b> L 19-10		<b>Investigating Officer</b> J. Wood #81	
<b>Applicant (Primary Shareholder)</b> Mam Gem Enterprises LLC		<b>Company Name:</b> DBA: Massey's Pizza Delaware	
<b>Common Name</b> Massey's Pizza		<b>Address</b> 219 S. Sandusky St.	
<b>Applicant Phone Number</b> 614-888-7070		<b>Applicant E-Mail Address:</b> bmyers@bcblacktop.com	
<input type="checkbox"/> Existing Business <input checked="" type="checkbox"/> <b>New Business</b> (Supplement Attached)	<b>Type of Business</b> Pizza Shop/Bar	<b>Notification Type:</b> Transfer	<b>Date of Report</b> 11/20/2019
<b>Permit Type</b> <input type="checkbox"/> C1/C2X Beer only in original sealed container for carry out only. <input type="checkbox"/> C2 Wine and mixed beverages in sealed containers for carry out. <input type="checkbox"/> D1/D2X Beer only for on premises consumption or in sealed containers for carry out. <input type="checkbox"/> D2 Wine and mixed beverages for on premises consumption or in sealed containers for carryout. <input type="checkbox"/> D4 Beer and any intoxicating liquor to members only, for on premises consumption only until 1:00am. <input checked="" type="checkbox"/> D5 Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am. <input type="checkbox"/> Other D6			

### Location Information

<b>Churches, Libraries and or schools within 500 feet</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>School, church or library objection</b> <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No <b>Note:</b> Objections are only permitted for <i>new permits</i> .
<b>Police Calls for Service in past 12 months:</b> 9	<b>Number of Police Reports in past 12 months:</b> 0
<b>Calls for Service <i>excluding calls not related to the business</i> in past 12 months:</b> 9	<b>Location is excessive drain on Police Resources:</b> <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No
<b>Nuisance Abatement Pending</b> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	<b>Accessible by Law Enforcement</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Site compliance checked by Dept. of Commerce</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	<b>Private Club (Restricted Access Door)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Applicant Information

<b>Records Checked</b> <input type="checkbox"/> Ohio Law Enforcement Gateway <input checked="" type="checkbox"/> Delaware Police Department Database
<b>Applicant has an active warrant</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Record located for Liquor Law Violation</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Local Record on file</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Criminal History Checked by Dept. of Commerce</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Problem History with DPD</b> <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No <b>Contact made with Applicant</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### Determination on Objection

<input checked="" type="checkbox"/> The Delaware Police Department does not find a legislative basis for requesting a hearing to object to the issuance of a liquor permit for this business.
---

<input type="checkbox"/> The Delaware Police Department recommends requesting a hearing into the issuance of a liquor permit for this business, due to one or more of the following criteria for objection as set forth by the Ohio Revised Code. <ul style="list-style-type: none"> <li><input type="checkbox"/> Site does not conform to local building, safety and health codes (excluding zoning).</li> <li><input type="checkbox"/> Law enforcement or state agents do not have ready access to the premises where alcoholic beverages are being served.</li> <li><input type="checkbox"/> Physical location causes a public nuisance.</li> <li><input type="checkbox"/> Site has been officially classified as a nuisance according to State Law.</li> <li><input type="checkbox"/> Conviction of a crime by the applicant that relates to operating a liquor establishment.</li> <li><input type="checkbox"/> Past improper operation of a location with a liquor permit.</li> <li><input type="checkbox"/> Misrepresentation of material fact on the application.</li> <li><input type="checkbox"/> Addiction of the applicant to alcohol or narcotics.</li> <li><input type="checkbox"/> Formal objection by specific types of other locations to which the site is in certain proximity.</li> <li><input type="checkbox"/> Conviction of the applicant of food stamp or WIC fraud.</li> </ul>
---



Delaware Police Department  
Liquor Permit Report

(Supplement Attached)

Supplement

Supplement Type

- New Business Description
- Police Department Objection
- Community Objection
- Other :

On November 19, 2019, I was assigned a Liquor Permit Background regarding the attached permit received from the Ohio Department of Commerce. In the permit application the applicant is applying to transfer his permit from his business in Powell, Ohio to a new location in Delaware, Ohio. The applicant, Bryan Myers is the owner of the Massey's Pizza in Powell and operates his business under the name, Mam Gem Enterprises LLC.

On November 20, 2019 I made contact with Bryan via phone. While speaking with Bryan he advised he currently owns the Massey's Pizza in Powell and has leased the building located at 219 S. Sandusky St. Delaware, Ohio to open his second Massey's. Bryan also has plans to open a third Massey's in the Worthington, Ohio area. Bryan said he is not closing his restaurant in Powell and is excited about opening his second location in Delaware. Bryan said the plan is to remodel the kitchen and the landlord is going to do some work on the exterior of the building.

In reviewing our interactions with the location of the future business in the past 12 months, I found the police have responded to the location 9 times in the last 12 months. A majority of those responses pertained to something in the area of the business having nothing to do with the physical location of the business. Most of the calls involved minor issues in and around the parking lot such as reckless drivers, animal complaints and found property. There have been no criminal reports taken at the location in the last 12 months.

On November 20, 2019 I spoke with the Ohio Department of Liquor Control and provided them with the applicants permit number to inquire about any potential issues or violations. I was informed the business is "clean" and they have no documented violations.

In my brief conversation with Bryan he seems to be a well-established business owner and is in the process of expanding his business endeavors. Along with owning two different Massey's Pizza franchises, Bryan is also the owner of a large paving and concrete company.

At this time , I see no concerns with this liquor permit transfer application.

Jai Wal #81  
Investigating Officer Signature      Date

David J. King Jr  
Supervisor Signature      Date



## FACT SHEET

---

AGENDA ITEM NO: 9

DATE: 12/09/2019

ORDINANCE NO: 19-75

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES  
December 9, 2019 @ 7:20 p.m.

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Darren Shulman, City Attorney

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AMENDING CHAPTER 192, SECTION 192.03 OF DELAWARE'S CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

**BACKGROUND:**

In an effort to standardize and bring consistency to municipal income tax in Ohio, in 2014 the State Legislature enacted Am Sub HB 5, amending Chapter 718 of Ohio Revised Code, and requiring municipalities to conform to and adopt the provisions of 718 in order to have the authority to impose, enforce, administer and collect a municipal income tax. In July 2019, with the passing of Am Sub HB 166, Ohio's Biennium Budget Bill, additional amendments were made to ORC 718, requiring municipalities to further amend their own ordinances to remain compliant with ORC 718 requirements.

**REASON WHY LEGISLATION IS NEEDED:**

Two definitions were added to ORC 718; "pension" and "retirement benefit plan". While Delaware's Codified Ordinances currently includes a definition of "pension" (Chapter 192, Section 192.03 (BB)), it does not include a definition of "retirement benefit plan". This legislation would update the definition of "pension" and add the definition of "retirement benefit plan" to match those now found in ORC 718, Section 718.01 (YY) and 718.01(ZZ).

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

The two definitions clarify the terms as used in ORC Section 718.01 (C)(3) “Exempt Income”, and exempt a segment of nonqualified deferred compensation, Supplemental Executive Retirement Plan (SERP) income, from being taxable. SERPs are a benefit generally used by companies to attract and retain top executives. SERP income is reported on form W-2 in box 5, Medicare wages, and will no longer be taxable for tax years beginning on or after January 1, 2020. No significant fiscal impact is anticipated.

**POLICY CHANGES:**

**PRESENTER(S):**

Lory Johnson, Income Tax Administrator

**RECOMMENDATION:**

As these two definitions will now exempt income that was previously taxable under Chapters 191 and 192 of Delaware’s Codified Ordinances, it is recommended that this ordinance be approved so as to remain consistent with Ohio Revised Code Chapter 718.

**ATTACHMENT(S):**

ORDINANCE NO. 19-75

AN ORDINANCE AMENDING CHAPTER 192, SECTION 192.03 OF DELAWARE'S CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

WHEREAS, the governor of Ohio signed AM SUB HB 166, Ohio's Biennium Budget Bill on July 18, 2019, and

WHEREAS, The Budget Bill amended Ohio Revised Code Section 718, Municipal Income Tax effective for tax years beginning on or after January 1, 2020, and

WHEREAS, these amendments added Sections 718.01(Y) and 718.01(Z), the definitions of "Pension" and "Retirement Benefit Plan", and

WHEREAS, these amendments need to be incorporated into the City of Delaware Codified Ordinance 192, Municipal Income Tax.

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

SECTION 1. Chapter 192, Section 192.03 – Definitions of the Codified Ordinances is hereby amended as follows:

192.03 (BB) "Pension" means ~~any amount paid to an employee or former employee that is reported to the recipient on an IRS form 1099-R, or successor form. Pension does not include deferred compensation, or amounts attributable to nonqualified deferred compensation plans, reported as FICA/Medicare wages on an IRS form W-2, Wage and Tax Statement, or successor form.~~ **A RETIREMENT BENEFIT PLAN, REGARDLESS OF WHETHER THE PLAN SATISFIES THE QUALIFICATIONS DESCRIBED UNDER SECTION 401(A) OF THE INTERNAL REVENUE CODE, INCLUDING AMOUNTS THAT ARE TAXABLE UNDER THE 'FEDERAL INSURANCE CONTRIBUTIONS ACT,' CHAPTER 21 OF THE INTERNAL REVENUE CODE, EXCLUDING EMPLOYEE CONTRIBUTIONS AND ELECTIVE DEFERRALS, AND REGARDLESS OF WHETHER SUCH AMOUNTS ARE PAID IN THE SAME TAXABLE YEAR IN WHICH THE AMOUNTS ARE INCLUDED IN THE EMPLOYEE'S WAGES, AS DEFINED BY SECTION 3121(A) OF THE INTERNAL REVENUE CODE.**

**192.03 (WW) "RETIREMENT BENEFIT PLAN" MEANS AN ARRANGEMENT WHEREBY AN ENTITY PROVIDES BENEFITS TO INDIVIDUALS EITHER ON OR AFTER THEIR TERMINATION OF SERVICE BECAUSE OF RETIREMENT OR DISABILITY. "RETIREMENT BENEFIT PLAN" DOES NOT INCLUDE WAGE**

**CONTINUATION PAYMENTS, SEVERANCE PAYMENTS, OR PAYMENTS MADE FOR ACCRUED PERSONAL OR VACATION TIME.**

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. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on January 1, 2020 as required by the Ohio Revised Code. Therefore, this Ordinance shall be in full force and effect on January 1, 2020.

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: 10

DATE: 12/09/2019

ORDINANCE NO: 19-69

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES  
November 25, 2019 at 7:30 p.m.  
December 9, 2019 at 7:30 p.m.

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: --

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE MAKING APPROPRIATIONS FOR THE YEAR 2020 AND DECLARING AN EMERGENCY.

**BACKGROUND:**

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

The budget work sessions are scheduled for December 2, December 5 and tentatively December 12.

**REASON WHY LEGISLATION IS NEEDED:**

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

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

**RECOMMENDATION:**

Approval at third reading

**ATTACHMENT(S)**

ORDINANCE NO. 19-69

AN ORDINANCE MAKING APPROPRIATIONS FOR THE  
YEAR 2020 AND DECLARING AN EMERGENCY

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

SECTION 1. That from and out of the balances in the various funds of the City of Delaware, and from money anticipated to be received into said funds, there are hereby appropriated the following sums for use by the various departments of the City in performance of their functions and activities during the year ending December 31, 2020.

**GENERAL FUND**

CITY COUNCIL		
Personnel	168,020	
Other	18,500	
CITY MANAGER		
Personnel	798,179	
Other	129,046	
ADMINISTRATIVE SERVICES		
Personnel	253,903	
Other	170,350	
ECONOMIC DEVELOPMENT		
Personnel	242,019	
Other	261,636	
LEGAL AFFAIRS/PROSECUTOR		
Personnel	788,938	
Other	91,698	
FINANCE		
Personnel	1,299,861	
Other	1,041,276	
GENERAL ADMINISTRATION		
Other	6,410,873	
RISK MANAGEMENT		
Other	349,100	
POLICE		
Personnel	8,553,056	
Other	1,124,486	
PLANNING		
Personnel	1,314,596	
Other	199,837	
ENGINEERING		
Personnel	1,065,974	
Other	968,575	
MUNICIPAL BUILDINGS		
Personnel	171,317	
Other	400,450	
<b>TOTAL GENERAL FUND</b>		<b>25,821,690</b>
<b>STREET MAINTENANCE &amp; REPAIR</b>		
Administration		
Personnel	692,607	
Other	290,300	
Street Maintenance		
Personnel	822,252	
Other	1,665,773	
Traffic Division		
Personnel	430,363	
Other	461,184	
<b>TOTAL STREET MAINTENANCE</b>		<b>4,362,479</b>

<b>STATE HIGHWAY IMPROVEMENT</b>		<b>180,000</b>
<b>LICENSE FEE FUND</b>		<b>480,000</b>
<b>STORM SEWER FUND</b>		
Operations		
Personnel	257,186	
Other	311,330	
Projects		
Other	1,095,000	
<b>TOTAL STORM SEWER</b>		<b>1,663,516</b>
<b>PARKS &amp; RECREATION FUND</b>		
Park Maintenance		
Personnel	993,167	
Other	325,775	
Recreation		
Other	208,866	
Urban Forestry		
Personnel	95,728	
Other	72,050	
<b>TOTAL PARKS &amp; RECREATION</b>		<b>1,695,586</b>
<b>CEMETERY FUND</b>		
Personnel	226,214	
Other	119,265	
<b>TOTAL CEMETERY FUND</b>		<b>345,479</b>
<b>TREE FUND</b>		<b>65,000</b>
<b>AIRPORT OPERATIONS FUND</b>		
Personnel	211,654	
Other	735,456	
<b>TOTAL AIRPORT OPERATIONS FUND</b>		<b>947,110</b>
<b>AIRPORT 2000 T-HANGAR FUND</b>		<b>94,929</b>
<b>FIRE/EMS OPERATIONS FUND</b>		
Personnel	9,501,589	
Other	3,544,724	
<b>TOTAL FIRE/EMS OPERATIONS FUND</b>		<b>13,046,313</b>
<b>MUNICIPAL COURT</b>		
Judicial		
Personnel	1,461,444	
Other	73,000	
Mission Court		
Personnel	89,426	
Clerk of Courts		
Personnel	1,203,026	
Other	85,900	
<b>TOTAL MUNICIPAL COURT</b>		<b>2,912,796</b>
<b>RECREATION CENTER INCOME TAX</b>		<b>1,773,191</b>
<b>SKY CLIMBER/V&amp;P HYDRAULICS TIF FUND</b>		<b>70,000</b>
<b>MILL RUN TIF FUND</b>		<b>170,000</b>
<b>IDIAM FUND</b>		<b>50,000</b>
<b>DRUG ENFORCEMENT FUND</b>		<b>49,822</b>
<b>INDIGENT ALCOHOL TREATMENT FUND</b>		<b>100,000</b>

OMVI ENFORCEMENT & EDUCATION FUND		4,445
POLICE JUDGMENT FUND		21,636
POLICE FEDERAL JUDGMENT FUND		17,044
PARKS EXACTION FEE FUND		138,000
COMPUTER LEGAL RESEARCH FUND		298,240
COURT SPECIAL PROJECTS FUND		378,298
COURT PROBATION SERVICES FUND		241,350
POLICE DISABILITY PENSION FUND		266,850
FIRE DISABILITY PENSION FUND		266,850
COMMUNITY PROMOTION FUND		114,000
COMMUNITY DEVELOPMENT BLOCK GRANT FUND		11,000
REVOLVING LOAN FUND		200,000
GENERAL BOND RETIREMENT FUND		2,015,332
PARK IMPROVEMENT BOND FUND		1,331,202
CAPITAL IMPROVEMENTS FUND		5,478,779
POINT PROJECT CAPITAL FUND		2,625,000
FAA AIRPORT AIP GRANT FUND		303,640
EQUIPMENT REPLACEMENT FUND		868,328
PARK IMPACT FEE FUND		583,000
POLICE IMPACT FEE FUND		58,891
FIRE IMPACT FEE FUND		100,000
MUNICIPAL IMPACT FEE IMPROVEMENT FUND		348,160
GLENN ROAD SOUTH CONSTRUCTION FUND		701,050
GLENN ROAD NORTH CONSTRUCTION FUND		148,295
GLENN ROAD TIF FUND		4,727,932
GOLF COURSE FUND		
	Personnel	57,757
	Other	120,900
<b>TOTAL GOLF COURSE FUND</b>		<b>178,657</b>
PARKING LOT FUND		45,800
WATER FUND		
	Administration	
	Personnel	325,759
	Other	2,964,438
	Treatment	
	Personnel	930,138
	Other	1,290,700
	Distribution	
	Personnel	617,833
	Other	407,935
<b>TOTAL WATER FUND</b>		<b>6,536,803</b>

<b>WATER CONSTRUCTION FUND</b>		<b>2,760,728</b>
<b>WATER CAPACITY FEE FUND</b>		<b>1,806,981</b>
<b>WATER CUSTOMER DEPOSIT FUND</b>		<b>32,000</b>
<b>SEWER FUND</b>		
Administration		
Personnel	323,556	
Other	4,229,470	
Treatment		
Personnel	975,531	
Other	1,200,200	
Maintenance		
Personnel	291,090	
Other	373,960	
<b>TOTAL SEWER FUND</b>		<b>7,393,807</b>
<b>SEWER CONSTRUCTION FUND</b>		<b>1,583,415</b>
<b>SEWER CAPACITY FEE FUND</b>		<b>1,015,000</b>
<b>SE HIGHLAND SEWER FUND</b>		<b>838,320</b>
<b>REFUSE FUND</b>		
Administration		
Other	445,530	
Refuse Collection		
Personnel	784,850	
Other	1,910,353	
Recycling Collection		
Personnel	474,996	
Other	612,700	
<b>TOTAL REFUSE FUND</b>		<b>4,228,429</b>
<b>GARAGE ROTARY FUND</b>		
Personnel	390,770	
Other	454,200	
<b>TOTAL GARAGE ROTARY FUND</b>		<b>844,970</b>
<b>INFORMATION TECHNOLOGY ROTARY FUND</b>		
Staff Support		
Personnel	541,911	
Other	31,605	
System Support		
Other	943,247	
GIS Operations		
Personnel	162,289	
Other	61,281	
<b>TOTAL IT ROTARY FUND</b>		<b>1,740,333</b>
<b>SELF INSURANCE FUND</b>		<b>7,399,000</b>
<b>WORKERS COMPENSATION RESERVE FUND</b>		<b>560,000</b>
<b>FIRE DONATION FUND</b>		<b>1,000</b>
<b>PARKS DONATION FUND</b>		<b>6,315</b>
<b>POLICE DONATION FUND</b>		<b>9,336</b>
<b>MAYOR'S DONATION FUND</b>		<b>2,000</b>
<b>PROJECT TRUST FUND</b>		<b>245,000</b>
<b>UNCLAIMED FUNDS TRUST FUND</b>		<b>8,000</b>
<b>UNCLAIMED FUNDS COURT FUND</b>		<b>7,500</b>





## FACT SHEET

---

AGENDA ITEM NO: 11

DATE: 12/09/2019

ORDINANCE NO: 19-65

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUEST BY T&R PROPERTIES FOR THE ENCLAVE AT THE RAVINES AT OLENTANGY CONTAINING 87 SINGLE FAMILY ATTACHED UNITS ON APPROXIMATELY 14.906 ACRES ON PROPERTY ZONED R-6 PMU (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) LOCATED ON THE NORTH SIDE OF CURVE ROAD AND WEST OF ROCHDALE RUN.

**BACKGROUND:**

See attached report and updated fact sheet recommendation.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1129 Procedures of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on November 6, 2019.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director  
Bill Ferrigno, Public Works Director and City Engineer

**RECOMMENDATION:**

**UPDATE 11/25/2019:**

Staff recommends approval as submitted with the documented conditions and noting the following requirements per the January 16, 2008 Consent Decree which remain in effect:

The proposed 14.9 acre 87 lot Enclave at Ravines development is impacted by the terms of the January 16, 2008 Consent Decree.

The approved language of the consent decree requires the following with status of each item according to the City Engineer after each:

- Preparation of an Ohio EPA Approved Explosive Gas Monitoring Plan be in place when an enclosed structure is located within 1000 feet of the edge of limits of solid waste.
  - *The plan was completed and approved by the OEPA on March 14, 2006.*
- T&R (Developer) shall pay 50% of the cost to implement and monitor the plan.
  - *This has occurred.*
- Monitoring is to occur within 1-year after occupancy of the first structure within the 1000 feet landfill monitoring zone.
  - *Monitoring began in early 2019.*
- 40% to 50% of the lots included in the Enclave Development are within the 1000 feet landfill waste offset area.
  - *The preliminary development site plan should include the appearance of the line for the 1000 feet landfill waste offset area.*
- T&R will place a notice in all deeds for all properties that have or will have occupied structures within the 1000 feet landfill waste offset area. The notice will identify the existence of the landfill and the general distance between the Landfill and occupied structures.
  - *This should be a development approval condition.*
- The City is to reimburse T&R for engineering costs associated with preparation and approval of monitoring plan.
  - *This has been completed.*

- City and T&R to agree on manner of payment for implementation of the plan and monitoring costs.
  - *This was completed by MOU dated May 25, 2018*

In addition to the requirements of the Consent Decree, a separate letter to the City by T&R dated December 1, 2004 further specified the construction of a gas migration trench to be generally located somewhere between the limits of waste placement of the Landfill and the occupied structures on the T&R parcel that will be within the 1000 feet landfill waste offset area. Cost of construction is the responsibility of T&R.

- *The consent decree, however, does not mention a requirement concerning the trench. Additional discussions are planned with the OEPA and environmental consultant regarding the trench on Monday, December 9<sup>th</sup>.*

### **Curve Road Landfill Facts**

- The Curve Road landfill was opened in 1973 and used through 1990.
- There is both a Corrective Measures Plan and Explosive Gas Monitoring Plan in place.
- There are (15) groundwater monitoring wells and (2) surface water monitoring locations subject to bi-annual sampling.
- A total of (4) Explosive gas monitoring points have been installed on the landfill subject to bi-annual sampling
- (3) additional gas monitoring points have been installed on the T&R property west of the railway and are sampled bi-annually.
- All groundwater sampling and explosive gas monitoring results are reported to the OEPA and are available for public review in the form of approved reports by the OEPA.
- The landfill has been capped with over 1000 cubic yards of clay
- An active groundwater leachate collection system was installed in 2006 and connected to a gravity transfer line in 2015 that directs leachate to the WWTP for processing

### **ATTACHMENT(S)**

Landfill Wells and Monitoring Points  
Staff Report

ORDINANCE NO. 19-65

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUEST BY T&R PROPERTIES FOR THE ENCLAVE AT THE RAVINES AT OLENTANGY CONTAINING 87 SINGLE FAMILY ATTACHED UNITS ON APPROXIMATELY 14.906 ACRES ON PROPERTY ZONED R-6 PMU (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) LOCATED ON THE NORTH SIDE OF CURVE ROAD AND WEST OF ROCHDALE RUN.

WHEREAS, the Planning Commission at its meeting of November 6, 2019 recommended approval of a Preliminary Development Plan request by T&R Properties for the Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run (PC Case 2019-2344).

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

SECTION 1. That the Preliminary Development Plan request by T&R Properties for the Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run, is hereby confirmed, approved, and accepted with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The internal access roadway network shall be comprised of 24-foot-wide private streets built to public street standards with no parking permitted on the streets.
3. The street names shall be vetted and approved by the appropriate agencies to ensure compliance and non-duplication prior to recording the Final Plat.
4. Internal sidewalks shall be located on one side of each private street.

5. The lots and houses shall comply with the minimum bulk and setback requirements as shown on this plan and the approved development text.
6. The single family attached units shall achieve compliance with Chapter 1171 Residential Design Criteria and Performance Standards and typical elevations shall be provided for review with the Final Development Plan.
7. The minimum dwelling unit size shall be 1,200 square feet per the approved development text.
8. A deck or patio (12'x16' maximum size) shall be permitted on the lots identified on the Preliminary Development Plan per the developer. The location, size and setback of such deck or patio is identified on the Preliminary Development Plan.
9. A minimum 6-foot-high mound with a double row of staggered 6-foot-high minimum evergreen trees planted 20 feet on center shall be installed along Curve Road adjacent to lots 46-59. The maintenance of the mound and associated landscaping shall be the responsibility of the Homeowner's Association.
10. Individual building landscaping shall be required per Chapter 1171 Design Criteria and Performance Standards of the zoning code.
11. All landscaping plans shall be submitted, reviewed and approved by the Shade Tree Commission.
12. A lighting plan that achieves compliance with the minimum zoning regulations shall be submitted in the Final Development Plan submittal
13. Any ground signage shall achieve compliance with the adopted Gateways and Corridor Plan and the minimum zoning requirements.
14. The Preliminary Development Plan shall include a line demarcating the 1,000 feet landfill waste offset area.
15. The Applicant shall place a notice in all deed for all properties that have or will have occupied structures within the 1,000 feet landfill waste offset area. The notice will identify the existence of the landfill and the general distance between the landfill and occupied structures.

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

PASSED: \_\_\_\_\_, 2019

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

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

\_\_\_\_\_  
MAYOR



## FACT SHEET

---

AGENDA ITEM NO: 12

DATE: 12/09/2019

ORDINANCE NO: 19-66

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT REQUEST BY T&R PROPERTIES FOR THE ENCLAVE AT THE RAVINES AT OLENTANGY CONTAINING 87 SINGLE FAMILY ATTACHED UNITS ON APPROXIMATELY 14.906 ACRES ON PROPERTY ZONED R-6 PMU (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) LOCATED ON THE NORTH SIDE OF CURVE ROAD AND WEST OF ROCHDALE RUN.

**BACKGROUND:**

See attached report and updated fact sheet recommendation.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1111 Procedures of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on November 6, 2019.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director  
Bill Ferrigno, Public Works Director and City Engineer

**RECOMMENDATION:**

**UPDATE 11/25/2019:**

Staff recommends approval as submitted with the documented conditions and noting the following requirements per the January 16, 2008 Consent Decree which remain in effect:

The proposed 14.9 acre 87 lot Enclave at Ravines development is impacted by the terms of the January 16, 2008 Consent Decree.

The approved language of the consent decree requires the following with status of each item according to the City Engineer after each:

- Preparation of an Ohio EPA Approved Explosive Gas Monitoring Plan be in place when an enclosed structure is located within 1000 feet of the edge of limits of solid waste.
  - *The plan was completed and approved by the OEPA on March 14, 2006.*
- T&R (Developer) shall pay 50% of the cost to implement and monitor the plan.
  - *This has occurred.*
- Monitoring is to occur within 1-year after occupancy of the first structure within the 1000 feet landfill monitoring zone.
  - *Monitoring began in early 2019.*
- 40% to 50% of the lots included in the Enclave Development are within the 1000 feet landfill waste offset area.
  - *The preliminary development site plan should include the appearance of the line for the 1000 feet landfill waste offset area.*
- T&R will place a notice in all deeds for all properties that have or will have occupied structures within the 1000 feet landfill waste offset area. The notice will identify the existence of the landfill and the general distance between the Landfill and occupied structures.
  - *This should be a development approval condition.*
- The City is to reimburse T&R for engineering costs associated with preparation and approval of monitoring plan.
  - *This has been completed.*

- City and T&R to agree on manner of payment for implementation of the plan and monitoring costs.
  - *This was completed by MOU dated May 25, 2018*

In addition to the requirements of the Consent Decree, a separate letter to the City by T&R dated December 1, 2004 further specified the construction of a gas migration trench to be generally located somewhere between the limits of waste placement of the Landfill and the occupied structures on the T&R parcel that will be within the 1000 feet landfill waste offset area. Cost of construction is the responsibility of T&R.

- *The consent decree, however, does not mention a requirement concerning the trench. Additional discussions are planned with the OEPA and environmental consultant regarding the trench on Monday, December 9<sup>th</sup>.*

### **Curve Road Landfill Facts**

- The Curve Road landfill was opened in 1973 and used through 1990.
- There is both a Corrective Measures Plan and Explosive Gas Monitoring Plan in place.
- There are (15) groundwater monitoring wells and (2) surface water monitoring locations subject to bi-annual sampling.
- A total of (4) Explosive gas monitoring points have been installed on the landfill subject to bi-annual sampling
- (3) additional gas monitoring points have been installed on the T&R property west of the railway and are sampled bi-annually.
- All groundwater sampling and explosive gas monitoring results are reported to the OEPA and are available for public review in the form of approved reports by the OEPA.
- The landfill has been capped with over 1000 cubic yards of clay
- An active groundwater leachate collection system was installed in 2006 and connected to a gravity transfer line in 2015 that directs leachate to the WWTP for processing

### **ATTACHMENT(S)**

See attached

ORDINANCE NO. 19-66

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT REQUEST BY T&R PROPERTIES FOR THE ENCLAVE AT THE RAVINES AT OLENTANGY CONTAINING 87 SINGLE FAMILY ATTACHED UNITS ON APPROXIMATELY 14.906 ACRES ON PROPERTY ZONED R-6 PMU (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) LOCATED ON THE NORTH SIDE OF CURVE ROAD AND WEST OF ROCHDALE RUN.

WHEREAS, the Planning Commission at its meeting of November 6, 2019 recommended approval of a Preliminary Subdivision Plat request by T&R Properties for the Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run (PC Case 2019-2345).

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

SECTION 1. That the Preliminary Subdivision Plat request by T&R Properties for the Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run, is hereby confirmed, approved, and accepted with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The internal access roadway network shall be comprised of 24-foot-wide private streets built to public street standards with no parking permitted on the streets.
3. The street names shall be vetted and approved by the appropriate agencies to ensure compliance and non-duplication prior to recording the Final Plat.
4. Internal sidewalks shall be located on one side of each private street.

5. The lots and houses shall comply with the minimum bulk and setback requirements as shown on this plan and the approved development text.
6. The single family attached units shall achieve compliance with Chapter 1171 Residential Design Criteria and Performance Standards and typical elevations shall be provided for review with the Final Development Plan.
7. The minimum dwelling unit size shall be 1,200 square feet per the approved development text.
8. A deck or patio (12'x16' maximum size) shall be permitted on the lots identified on the Preliminary Development Plan per the developer. The location, size and setback of such deck or patio is identified on the Preliminary Development Plan and Preliminary Subdivision Plat.
9. A minimum 6-foot-high mound with a double row of staggered 6-foot-high minimum evergreen trees planted 20 feet on center shall be installed along Curve Road adjacent to lots 46-59. The maintenance of the mound and associated landscaping shall be the responsibility of the Homeowner's Association.
10. Individual building landscaping shall be required per Chapter 1171 Design Criteria and Performance Standards of the zoning code.
11. All landscaping plans shall be submitted, reviewed and approved by the Shade Tree Commission.
12. A lighting plan that achieves compliance with the minimum zoning regulations shall be submitted in the Final Development Plan submittal
13. Any ground signage shall achieve compliance with the adopted Gateways and Corridor Plan and the minimum zoning requirements.
14. The Applicant shall place a notice in all deed for all properties that have or will have occupied structures within the 1,000 feet landfill waste offset area. The notice will identify the existence of the landfill and the general distance between the landfill and occupied structures.

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

PASSED: \_\_\_\_\_, 2019

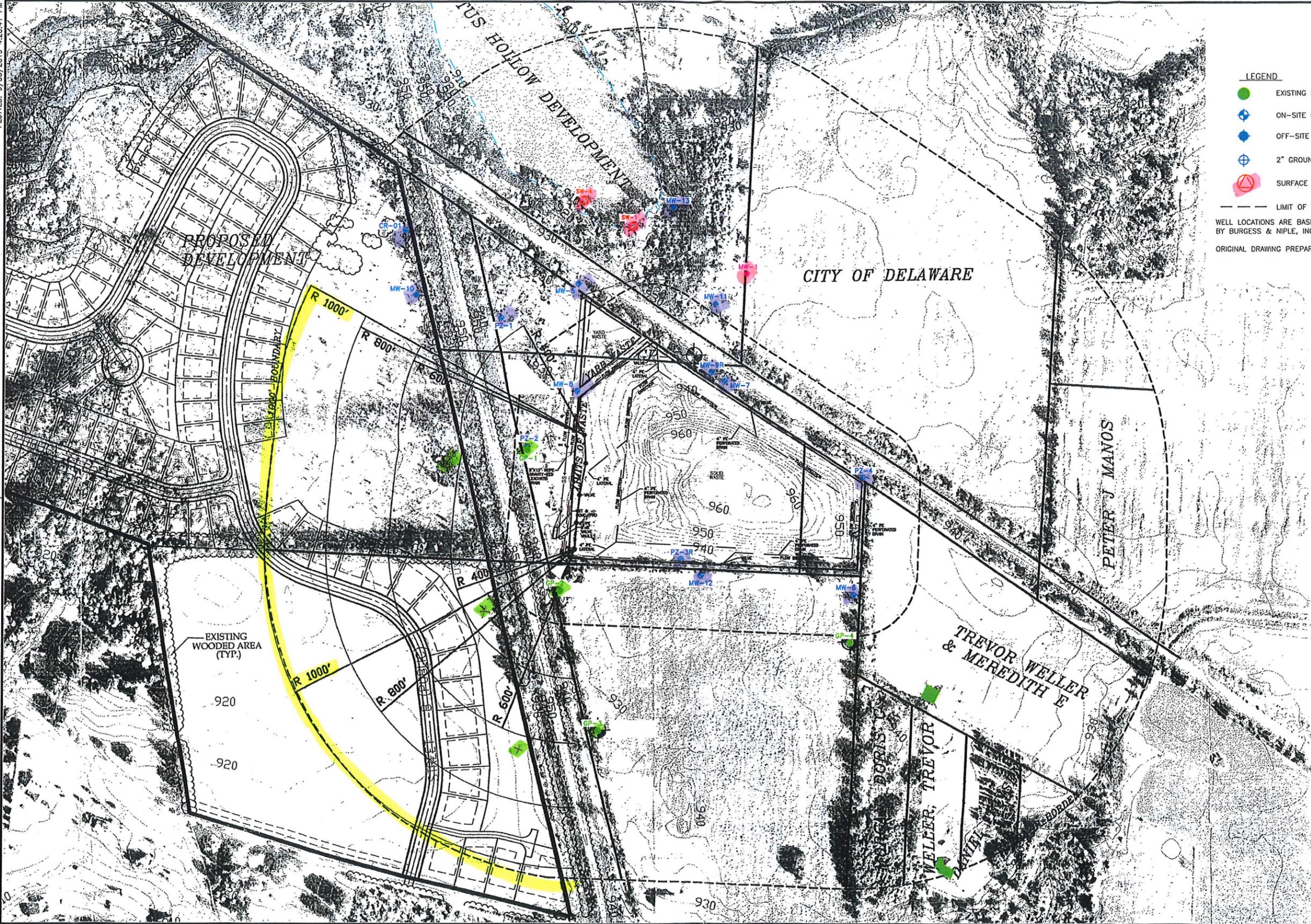
YEAS\_\_\_ NAYS\_\_\_  
ABSTAIN \_\_\_

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

\_\_\_\_\_  
MAYOR

PLOTTED: 9/30/2019 4:20:41 PM

P:\PR57297\Cadd\EGMP\Explosive Gas Monitoring Network 2019-09.dwg 7/5/2019 12:27:01 PM Leone, Michael



- LEGEND**
- EXISTING EXPLOSIVE GAS PROBE
  - ON-SITE GROUNDWATER MONITORING WELL LOCATION
  - OFF-SITE GROUNDWATER MONITORING WELL LOCATION
  - 2" GROUNDWATER PIEZOMETER LOCATION
  - ⊗ SURFACE WATER SAMPLING LOCATION
  - LIMIT OF WASTE
- WELL LOCATIONS ARE BASED UPON SURVEY COMPLETED BY BURGESS & NIPLE, INC. IN NOVEMBER 2008.
- ORIGINAL DRAWING PREPARED BY CEC CONSULTANTS, INC. 2005

NO.	REVISIONS	DATE	BY	CHK.

**Burgess & Niple, Inc.** COLUMBUS, OHIO

**BURGESS & NIPLE**  
Engineers ■ Environmental Scientists

CURVE ROAD LANDFILL  
DELAWARE, OHIO

JOB NO.	PR57297
DESIGNED BY:	MEL
DRAWN BY:	MEL
CHECKED BY:	MEL
APPROVED BY:	DDW
DATE:	SEP 2019

FIGURE 1  
EXPLOSIVE GAS MONITORING NETWORK

SCALE: AS NOTED	
SHEET NO.	OF
1	1



## PLANNING COMMISSION / STAFF REPORT

CASE NUMBERS: 2019-2344-2345

REQUEST: Multiple Requests

PROJECT: Enclave at The Ravines at Olentangy

MEETING DATE: November 6, 2019

### APPLICANT/OWNER

T&R Properties  
3895 Stonebridge Court  
Dublin, Ohio 43016

### REQUEST

2019-2344: A request by T&R Properties for approval of a Preliminary Development Plan for Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run.

2019-2345: A request by T&R Properties for approval of a Preliminary Subdivision Plat for Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run.

### PROPERTY LOCATION & DESCRIPTION

The subject property is located within the Ravines at Olentangy (formally named General Casting) development on the north side of Curve Road and just west of Rochdale Run. The properties to the north are zoned R-3 and R-4 PMU respectively and the properties to east are zoned R-4 PMU. The properties to the south and west are located in Delaware Township and are zoned FR-1 (Farm Residential).

### BACKGROUND

In 2004 (Ordinance 04-202) City Council approved a Rezoning to R-3, R-4, R-6, PO/I and M-1 PMU with development text for a mixed-use development on approximately 121 acres located on the north side of Curve Road just west and south of the existing railroad tracks. The development consists of the following Sub-Areas:

- Sub-Area 1 was approved for 128 single family homes on approximately 46.241 acres (Section 1 which consists of 47 single family lots has been platted and houses are being constructed)
- Sub-Area 2 was approved for 36 two-family dwelling units (18 lots) on approximately 9.842 acres. These lots have been platted.
- Sub-Area 3 was approved for 90 condominium units on approximately 28.810 gross acres (approx. 14 acres net). This is the Sub-Area that we are currently reviewing.
- Sub-Area 4 was approved for an 80 assisted living facility on approximately 3.964 acres. This Sub-Area has been converted to a reserve area in 2018 and has been combined with Sub-Area 1.
- Sub-Area 5 was approved for office/flex office and light manufacturing uses on approximately 30.303 acres. This area remains vacant.

In 2006 the Delaware County Court of Common Pleas issued a Consent Decree and Entry pertaining to the subject development with several requirements which shall be adhered to by the City of Delaware.

Now the developer is proposing to construct 87 ranch style attached dwelling units on individual lots that encompasses 14.906 acres. There would be two access points into the subject development from Rochdale Run with a retention pond located on the northwestern portion of the site.

### STAFF ANALYSIS

- **ZONING:** As mentioned above, the subject 14.906 acres is zoned R-6 PMU with approved development text which allows the proposed single family attached condominium units. The development text has specific requirements pertaining to permitted uses, density, lot size, minimum dwelling size, building setbacks, landscaping, lighting, etc. As mentioned above, the Consent Decree and Entry lists several specific development requirements for the site that the City shall adhere to. From a procedural perspective, a

Preliminary and Final Development Plan and Preliminary and Final Subdivision Plat would need to be reviewed and approved by the Planning Commission and City Council for this Sub Area proposed development.

- **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.
- **UTILITIES:** The site would be serviced by City sanitary sewer and water that would have to be extended by the developer to this site. Within the development, the sanitary sewer and water lines would be private except for the 17 lots that front Rochdale Run which would tap into a public water line. In addition, the subject development would utilize the existing retention pond location on the northwestern portion of the site that would need to be expanded to accommodate the additional storm water from this development and was previously anticipated.
- **ROADS AND ACCESS:** The subject development would have two access points from Rochdale Run that would extend into the development and intersect with a loop design to complete the road network. The internal access roadway network would be comprised of private 24-foot-wide streets built to public street standards with no parking permitted on the streets. In addition, the private streets would have to achieve compliance with all Fire Department requirements. Also, the names of the street shall be vetted with appropriate agencies to ensure compliance and non-duplication.
- **PEDESTRIAN CONNECTIVITY:** The Bicycle and Pedestrian Master Plan 2027 identifies a future bikeway connection along Curve Road. The City and developer have agreed to a pathway easement on the west side on the property that would connect into the park and potentially the city land to the east of the rail road tracks. The entire planned development is connected with sidewalk connections throughout. A public sidewalk would be constructed on the south side of Rochdale Run and extend to Curve Road (currently there are not any sidewalks on Curve Road which is a Township road). Within the development, there would be private sidewalks on one side of the private streets which is typical for recently approved private developments in the City.
- **LOT LAYOUT & SIZE:** The approved development text permits 90 condominium units in this Sub-Area while the developer is proposing 87 attached single-family condominium dwelling units in a condominium association. Of the 87 dwelling units proposed by the developer, 17 would front Rochdale Run which is a public street while the remaining 70 dwelling units would front private streets. The site layout would entail a looped street configuration with the two main streets being extended from the two access points from Rochdale Run. Each unit would have a two-car garage with a driveway that could also accommodate two cars. There would be 20 overflow parking spaces located scattered throughout the development for visitors. The gang mailbox with four parking spaces is located just west of the intersections of the two streets extended from Rochdale Drive. An existing retention pond would be extended for the subject development that is located on the northwestern portion of the site.

The applicant is proposing single family ranch style attached units on fee simple single family lots with a condominium association which is a low density and low intensity use similar to the recently constructed Enclave at Adalee. Consequently, the subject development would be subdivided into 87 single family lots (owner occupied). The minimum front yard setback would be 18 feet with a majority of the units having a 20 or 25-foot setback. The 17 dwelling units fronting Rochdale Run would be setback 25 feet along the public street. The rear yard setbacks would be per approved plan. The developer has identified the specific dwelling units that are permitted to have a deck or patio (12'x16' is the maximum size) on the rear of the unit. Because of the closeness of some the rear property lines and the private sanitary, water and or storm sewer easements behind some of the units, not every unit would be permitted a deck or patio. From lessons learned in administering the Enclave at Adalee development, planning out specifically which units can have decks or patios and where on each lot will greatly aid administration and provide upfront clarity to potential buyers as to what is allowed. Per the approved development text, the minimum unit size is 1,200 square feet with a two-car garage. Furthermore, the subject condominium development would have a homeowner's association

that would have a common maintenance plan for lawn, landscaping, street maintenance and snow removal, etc.

- **BUILDING DESIGN:** The approved development text did not have specific architectural standards, but the dwelling units would have to achieve compliance with Chapter 1171 Residential Design Criteria and Performance Standards. The developer indicated the building elevations would be similar to the Enclave at Adalee dwelling units design. Staff would recommend that specific building elevations with materials and colors should be included in the Final Development Plan submittal.
- **LANDSCAPING & SCREENING:** The applicant did not submit a landscape plan, but such plan would be required for the submission of the Final Development Plan. The development would require a comprehensive landscape plan that requires street trees, open space landscaping and perimeter buffering along Curve Road. Per the approved development text, a minimum 6-foot-high mound along Curve Road with a double row of staggered 6-foot-high minimum evergreen trees planted 20 feet on center is required. All landscape plans would require review and approval by the Shade Tree Commission.
- **OPEN SPACE/PARKLAND:** As a master planned development, dedicated open space and parkland have already been accounted for throughout this development and including this Sub-Area. Parkland was required to be dedicated to the city of approximately 13.044 acres for active parkland for the entire development including this sub area. This was sited in one location for a variety of reasons. The City would need to program this parkland. (Ordinance 04-202).
- **TREE PRESERVATION:** There do not appear to be trees on the subject site but if any trees are removed, these issues are addressed in the Delaware County Court of Common Pleas Consent Decree and Entry and have been previously accounted for as a result.
- **LIGHTING PLAN:** A lighting plan that achieves compliance with the minimum zoning regulations shall be submitted with the Final Development Plan.
- **SIGNAGE:** The developer is not proposing any signage in this application. However, any ground signage shall achieve compliance with the adopted Gateways and Corridor Plan and the minimum zoning requirements.
- **FIRE DEPARTMENT:** Because of the width of the private street, the Fire Department requires that there be no parking on either side of the street. Also, the fire hydrant location and fire flow requirements would need to be addressed prior to engineering drawing approval. Ultimately, the entire development shall achieve compliance with all Fire Department requirements.

---

**STAFF RECOMMENDATION – (2019-2344 PRELIMINARY DEVELOPMENT PLAN)**

Staff recommends approval of a request by T&R Properties for a Preliminary Development Plan for Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run, with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The internal access roadway network shall be comprised of 24-foot-wide private streets built to public street standards with no parking permitted on the streets.
3. The street names shall be vetted and approved by the appropriate agencies to ensure compliance and non-duplication prior to recording the Final Plat.
4. Internal sidewalks shall be located on one side of each private street.
5. The lots and houses shall comply with the minimum bulk and setback requirements as shown on this plan and the approved development text.
6. The single family attached units shall comply achieve compliance with Chapter 1171 Residential Design Criteria and Performance Standards and typical elevations shall be provided for review with the Final Development Plan.

7. The minimum dwelling unit size shall be 1,200 square feet per the approved development text.
8. A deck or patio (12'x16' maximum size) shall be permitted on the lots identified on the Preliminary Development Plan per the developer. The location, size and setback of such deck or patio is identified on the Preliminary Development Plan.
9. A minimum 6-foot-high mound with a double row of staggered 6-foot-high minimum evergreen trees planted 20 feet on center shall be installed along Curve Road adjacent to lots 46-59. The maintenance of the mound and associated landscaping shall be the responsibility of the Homeowner's Association.
10. Individual building landscaping shall be required per Chapter 1171 Design Criteria and Performance Standards of the zoning code.
11. All landscaping plans shall be submitted, reviewed and approved by the Shade Tree Commission.
12. A lighting plan that achieves compliance with the minimum zoning regulations shall be submitted in the Final Development Plan submittal
13. Any ground signage shall achieve compliance with the adopted Gateways and Corridor Plan and the minimum zoning requirements.

---

**STAFF RECOMMENDATION – (2019- 2345 PRELIMINARY SUBDIVISION PLAT)**

Staff recommends approval of a request by T&R Properties for a Preliminary Subdivision Plat for Enclave at the Ravines at Olentangy containing 87 single family attached units on approximately 14.906 acres on property zoned R-6 PMU (Multi-Family Residential District with a Planned Mixed Use Overlay District) located on the north side of Curve Road and west of Rochdale Run, with the following conditions that.

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The internal access roadway network shall be comprised of 24-foot-wide private streets built to public street standards with no parking permitted on the streets.
3. The street names shall be vetted and approved by the appropriate agencies to ensure compliance and non-duplication prior to recording the Final Plat.
4. Internal sidewalks shall be located on one side of each private street.
5. The lots and houses shall comply with the minimum bulk and setback requirements as shown on this plan and the approved development text.
6. The single family attached units shall comply achieve compliance with Chapter 1171 Residential Design Criteria and Performance Standards and typical elevations shall be provided for review with the Final Development Plan.
7. The minimum dwelling unit size shall be 1,200 square feet per the approved development text.
8. A deck or patio (12'x16' maximum size) shall be permitted on the lots identified on the Preliminary Development Plan per the developer. The location, size and setback of such deck or patio is identified on the Preliminary Development Plan and Preliminary Subdivision Plat.
9. A minimum 6-foot-high mound with a double row of staggered 6-foot-high minimum evergreen trees planted 20 feet on center shall be installed along Curve Road adjacent to lots 46-59. The maintenance of the mound and associated landscaping shall be the responsibility of the Homeowner's Association.
10. Individual building landscaping shall be required per Chapter 1171 Design Criteria and Performance Standards of the zoning code.
11. All landscaping plans shall be submitted, reviewed and approved by the Shade Tree Commission.
12. A lighting plan that achieves compliance with the minimum zoning regulations shall be submitted in the Final Development Plan submittal
13. Any ground signage shall achieve compliance with the adopted Gateways and Corridor Plan and the minimum zoning requirements.

**COMMISSION NOTES:**

---

---

---

---

---

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

*CONDITIONS/MISCELLANEOUS:*

---

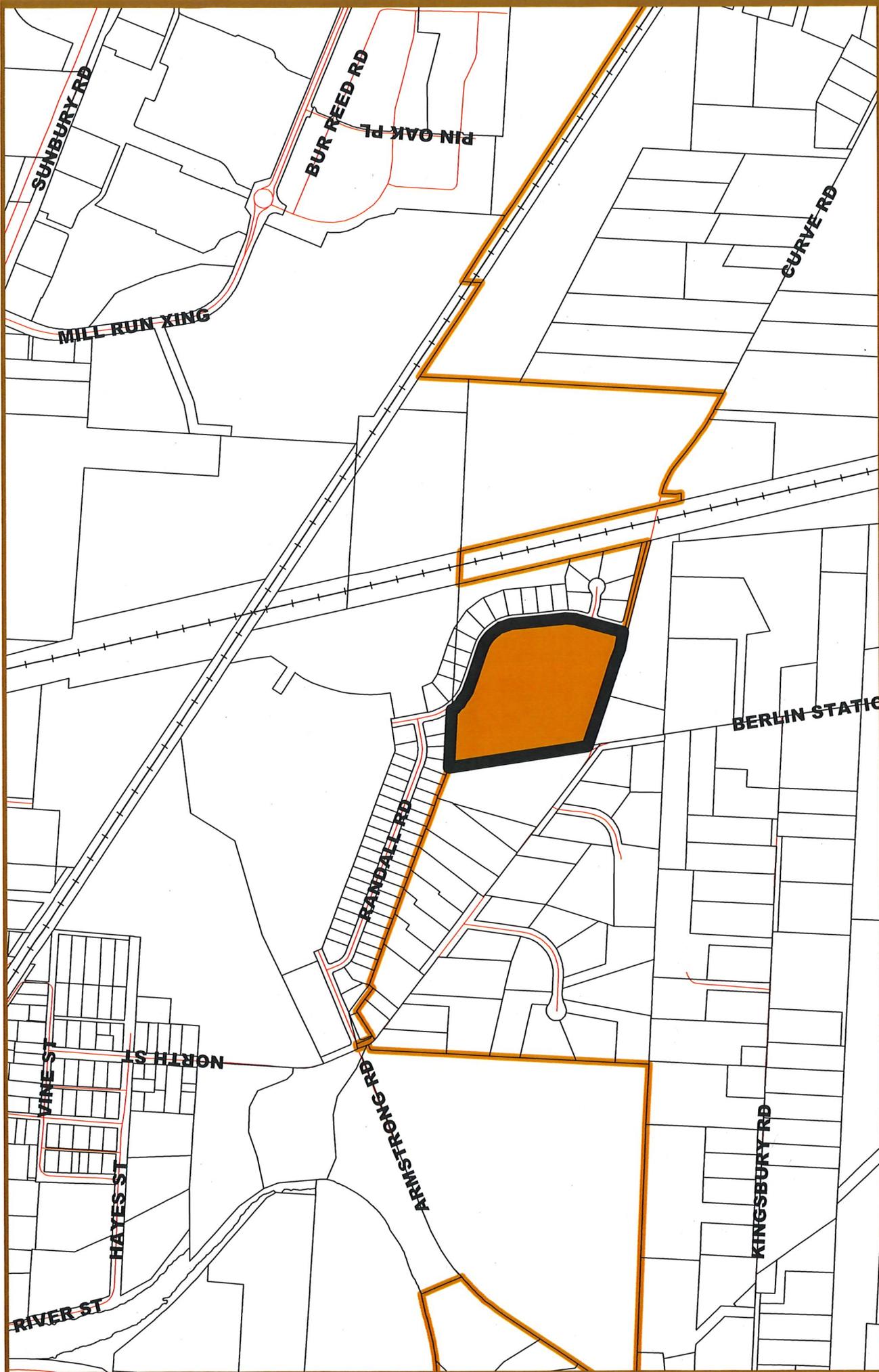
---

---

**FILE:**  
**ORIGINAL:**     10/18/19  
**REVISED:**

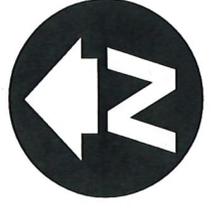
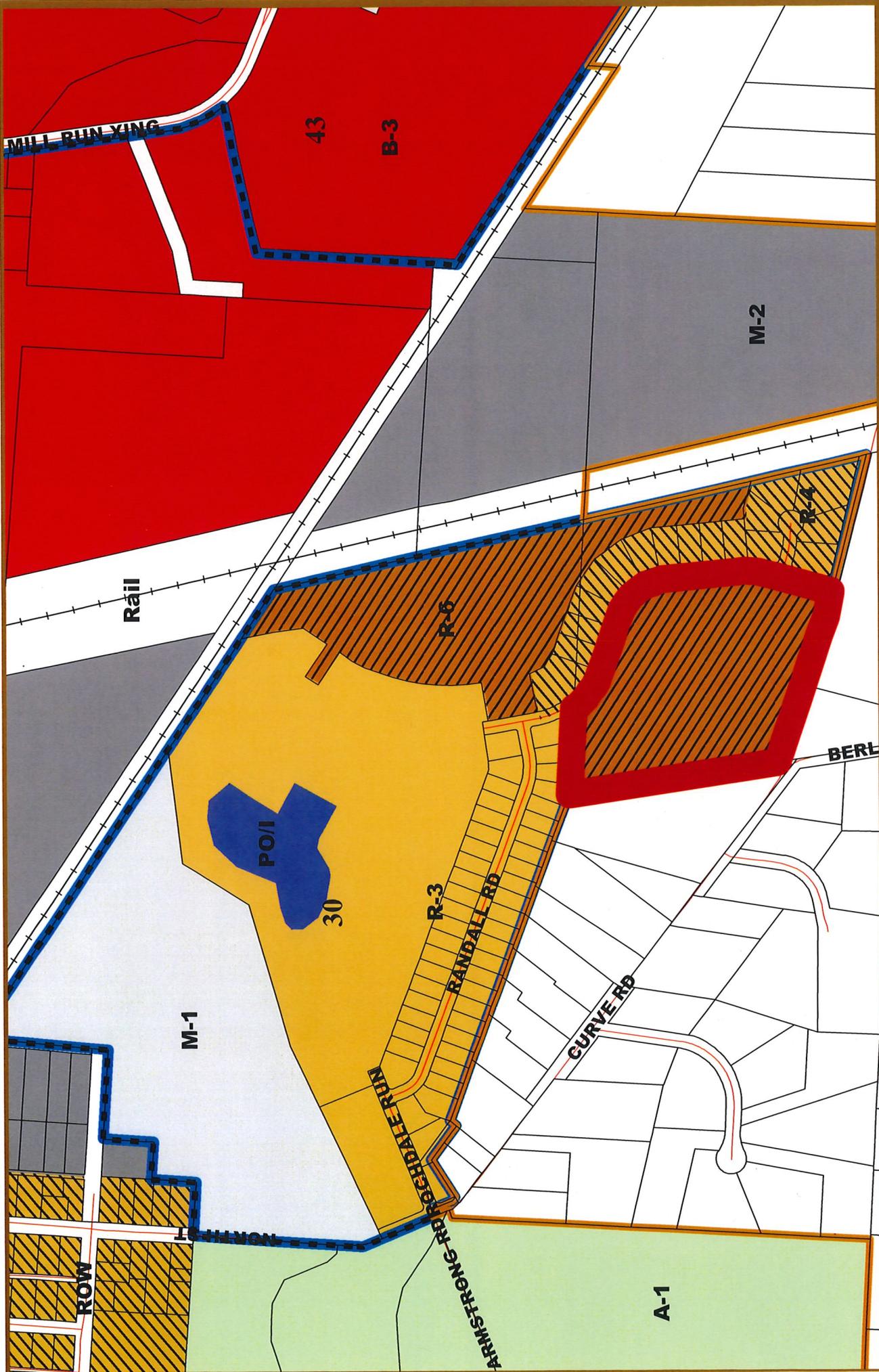


Ravines At Olentangy  
(General Castings)  
Sub-Areas Map



2019-2344-2345  
Preliminary Development Plan &  
Preliminary Subdivision Plat  
Enclave at the Ravines at Olentangy  
Location Map





2019-2344-2345  
 Preliminary Development Plan &  
 Preliminary Subdivision Plat  
 Enclave at the Ravines at Olentangy  
 Zoning Map





2019-2344-2345  
Preliminary Development Plan &  
Preliminary Subdivision Plat  
Enclave at the Ravines at Olentangy  
Aerial (2016) Map





September 13, 2019

ENCLAVE II  
PRELIMINARY DEVELOPMENT PLAN  
DEVELOPMENT TEXT

INTRODUCTION

This development is a 14.906 acre site with proposed multifamily housing. The proposed development, Enclave II, is a portion (Sub-Area 3) of an original overall site, referred to as “General Castings”, which has an approved Final Development Plan. Sub-Area 3 is zoned for 90 dwelling units with up to 4 dwelling units per building. The current plan for Enclave II is for 87 dwelling units with no more than 2 dwelling units per building. The homes will be ranch style attached houses with one common wall.

The site is located adjacent to and north of Curve Rd. and adjacent to and west of Rochdale Run. Two access points will be provided from the development to Rochdale Run. The interior roads within the development will be private roads, maintained by the homeowner’s association.

An additional portion of the overall “General Castings” site, also classified as a portion of Sub-Area 3, is Park Land to be dedicated to the City of Delaware. The Park Land, totaling 14.957 acres, is included in gross density calculations for the proposed development, provided on the Preliminary Development Plan.

SANITARY SEWER SERVICE

The site will be serviced with new private sanitary sewers in the development. These sewers will be served from an existing 8” sanitary sewer at the northwest portion of the site. The sanitary sewers will be within utility easements which will be dedicated to the homeowner’s association.

WATER SERVICE

New private water mains will be constructed within the development. These mains will be served from an existing 12” water main located on the west side of Rochdale Run. A Master Meter will be provided near the connection point to the existing 12” public water main. Fire hydrants will be installed on the new private water mains. The private water mains will be within utility easements which will be dedicated to the homeowner’s association. The new lines will be sized to sufficiently meet flow and pressure requirements for the City of Delaware. Based on truck turning analyses, there will be ample space for turning movements within the development for fire trucks.

Seventeen (17) lots, which front Rochdale Run, will have water service lines which connect to the existing 12” public water main on the west side of Rochdale Run.



### STORM SEWER SERVICE AND STORMWATER MANAGEMENT

Private storm sewers will be constructed on the site and discharge to the existing on-site retention pond. The storm sewers will be within utility easements which will be dedicated to the homeowner's association.

The retention pond was constructed as part of previous adjacent development and will be expanded to accommodate the additional contributing area proposed as part of the Enclave II development. Stormwater management and water quality will be provided in this pond. The discharge from the pond will continue as currently exists; through an outlet structure and eventually to a natural drainage pathway west of the retention basin. An analysis will be conducted to determine how/if the outlet control structure and/or outlet pipe will need to be modified to accommodate the runoff from the proposed development.

### OTHER UTILITIES

Gas, telephone, electric, and cable TV are available at the site to service the community. An agreement will be made between the developer and these private utility companies to provide service to the site.

### HOMEOWNER'S ASSOCIATION

The homeowner's association will maintain all private utilities, roadways, sidewalks, and the stormwater retention pond. Additionally, the homeowner's association will provide lawn care, fertilization, and snow removal.



0' 20' 40' 80' 160'  
SCALE: 1" = 100'

<b>OWNER/DEVELOPER</b>	<b>ENGINEER</b>
T&R PROPERTIES, INC. 14500 WOODBURN BLVD DUBLIN, OH 43017 PHONE: 614-533-4992	STEVENS A. WALKER 14500 WOODBURN BLVD DUBLIN, OH 43017 PHONE: 614-533-4992
	CONTACT: BRETT BLEWIS, PE

<b>GROSS ACRES</b>	30.000 AC
<b>NET ACRES</b>	14.808 AC
<b>NUMBER OF LOTS</b>	87
<b>GROSS DENSITY</b>	2,315 DU/AC
<b>NET DENSITY</b>	5,837 DU/AC
<b>OPEN SPACE/PARK</b>	14,857 AC
<b>ZONING</b>	PMU II R-8
<b>BUILDING SETBACK - PRIVATE ROADS</b>	18' PROVIDED FROM EOP, MIN
<b>BUILDING SETBACK - ROOFTOP RUN</b>	25' PROVIDED FROM ROW, MIN
<b>BUILDING SETBACK - CURVE ROAD</b>	78' FROM EXISTING ROW, MIN
<b>BUILDING SETBACK - WESTERN BOUNDARY</b>	30' PROVIDED FROM BOUNDARY, MIN
<b>LOT WIDTH</b>	48.17' MIN
<b>SIDE YARD BUILDING SETBACK</b>	5' MIN
<b>NEAR YARD BUILDING SETBACK</b>	AS PER PLAN

**ENCLAVE II CONDOMINIUMS  
PRELIMINARY DEVELOPMENT PLAN**

PC CASE NO.	APPROVED BY THE PLANNING COMMISSION ON:
CITY CLERK	DATE:
CITY MANAGER	DATE:
PLANNING & COMMUNITY DEVELOPMENT DIRECTOR	DATE:
DIRECTOR OF ENGINEERING SERVICES	DATE:
UTILITIES DIRECTOR	DATE:
PUBLIC WORKS DIRECTOR	DATE:

- NOTES**
- INDICATES THAT A DECK OR PATIO ARE NOT PERMITTED ON THIS LOT.
  - WITH MAXIMUM BUILDABLE AREAS AS SHOWN ON PLAN.
  - LOT 18 IS THE AREA ENCOMPASSING THE RETENTION POND AND IS NOT TO BE CONSIDERED AS A BUILDABLE AREA ASSOCIATED WITH LOT 18.
  - ROWWAYS, NO HOUSES ARE ASSOCIATED WITH LOT 19.
  - ALL ON-LINE ROADS AND UTILITIES SHALL BE PRIVATE AND HOMEOWNERS ASSOCIATION.
  - ALL EASEMENTS SHALL BE DEDICATED TO THE HOMEOWNERS ASSOCIATION.
  - SITE TOPOGRAPHY SHOWN PER AERIAL TOPOGRAPHY PROVIDED BY FLORENCE BROWN GROUP, DATE 2000 AND PROVIDED BY FLORENCE BROWN GROUP, DATE 2000 AND SUPPLEMENTAL SURVEY BY CT CONSULTANTS INC. IN 2018.

**T&R PROPERTIES, INC.**

ENCLAVE II  
PRELIMINARY DEVELOPMENT PLAN

DELAWARE COUNTY DELAWARE, OHIO

**PRELIMINARY DEVELOPMENT PLAN**

PROJECT NO.	190577
DISCIPLINE	CIVIL
DATE	PRELIMINARY
DATE	1
DATE	1

**PRELIMINARY**

your trusted advisor  
**CONSULTANTS**  
engineers  
planners

NO.	DATE	REVISION





You created this PDF from an application that is not licensed to print to novaPDF printer (<http://www.novapdf.com>)



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



Project # \_\_\_\_\_ Case # \_\_\_\_\_

Planning Commission

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

Subdivision/Project Name ENCLAVE II CONDOMINIUMS Address CURVE RD. & ROCHOALE RUN  
30,903 (GROSS) 1350 x 87 JUD. PLATS  
 Acreage 1.906 (NET) Square Footage 117,450 SF Number of Lots 87 Number of Units 87  
 Zoning District/Land Use PMU/R6 Proposed Zoning/Land Use PMU/R6 Parcel # 41911006019000

Applicant Name RON SABATINO (CT CONSULTANTS, INC) Contact Person RON SABATINO

Applicant Address 3895 STONERIDGE CT., DUBLIN, OH 43017

Phone 614-923-4000 Fax \_\_\_\_\_ E-mail RSABATINO@TRAPROP.COM

Owner Name SAME AS APPLICANT Contact Person \_\_\_\_\_

Owner Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Engineer/Architect/Attorney CT CONSULTANTS Contact Person BRETT BLEVINS

Address 7965 N. HIGH ST. STE 340, COLUMBUS, OH 43235

Phone 614 779 0012 Fax \_\_\_\_\_ E-mail bblevins@ctconsultants.com

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

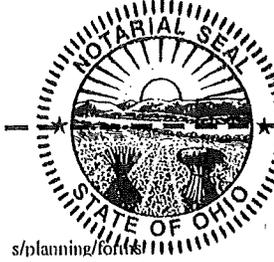
[Signature]  
Owner Signature

RON SABATINO  
Owner Printed Name

[Signature]  
OWNER'S Agent Signature

BRETT BLEVINS  
OWNER'S Agent Printed Name

Sworn to before me and subscribed in my presence this 17th day of September, 2019



CATHERINE R SAPORITO  
Notary Public  
in and for the State of Ohio  
My Commission Expires  
March 25, 2023

[Signature]  
Notary Public



## FACT SHEET

---

AGENDA ITEM NO: 13

DATE: 12/09/2019

ORDINANCE NO: 19-70

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Judge Marianne Hemmeter and Clerk Cindy Dinovo

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

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

**BACKGROUND:**

The Municipal Court and Clerk of Court's 2020 Employee Benefits and Leave Policies are attached. The only changes to the plan are adjustments to the salary ranges of two positions, highlighted in the attached exhibit.

**REASON WHY LEGISLATION IS NEEDED:**

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Judge Marianne Hemmeter

**RECOMMENDATION:**

Approval.

**ATTACHMENT(S)**

Amended Salary Range Exhibit  
2020 Pay Plan

ORDINANCE NO. 19-70

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

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

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

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

SECTION 3. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 25, 2019. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2019

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

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

\_\_\_\_\_  
MAYOR

**SALARY RANGES - MUNICIPAL COURT:**

JOB TITLE	HOURLY WAGE		ANNUAL SALARY	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
OFFICE ASSISTANT	\$12.37	\$20	\$25,730	\$41,600
ADMINISTRATIVE ASSISTANT	\$14.53	\$20	\$30,222	\$41,600
BAILIFF/SECURITY OFFICER	\$16.28	\$27	\$33,662	\$56,160
COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
OVI DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
MISSION DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER*	\$16.35	\$28	\$34,000	\$58,240
VETERAN MENTOR COORDINATOR	\$16	\$24	\$33,280	\$49,920
<b>* ASSIGNMENT ADMINISTRATOR</b>	<b>\$18.81</b>	<b>\$32</b>	<b>\$39,125</b>	<b>\$66,560</b>
ASSIGNMENT COMMISSIONER/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
ADMIN. ASSISTANT/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
DEPUTY CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
<b>* MAGISTRATE</b>	<b>\$34.67</b>	<b>\$56</b>	<b>\$72,114</b>	<b>\$116,480</b>

\* Revised Nov. 2019

**SALARY RANGES - CLERK OF COURT:**

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

**Policy 35. Permanent Part-Time Employees**

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

# Delaware Municipal Court and Clerk of Court

## Employee Benefits And Leave Policies

Effective December 25, 2019

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

## SECTION IV. EMPLOYEE BENEFITS AND LEAVE

### **Policy 23. Holiday Pay and Personal Leave**

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

New Year's Day, January 1  
Martin Luther King Day, 3rd Monday in January  
Memorial Day, last Monday in May  
Independence Day, July 4th  
Labor Day, 1st Monday in September  
Little Brown Jug Day, 1/2 day - 3rd Thursday after Labor Day  
Thanksgiving Day, 4th Thursday in November  
Day after Thanksgiving  
Day before Christmas, December 24, 1/2 day  
Christmas Day, December 25  
Day before New Year's, December 31, 1/2 day

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

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

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

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

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

### **Policy 24. Vacation Leave**

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

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

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

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

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

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

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

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

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

**Section 4.** Any vacation balance in excess of the maximum number of work hours established in the following paragraph will become void as of the close of

business on the last day of the last pay period that ends in the month of December.

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

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

**Section 5.**

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

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

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

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

**Policy 25. Funeral Leave**

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

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

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

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

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

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

**Policy 26. Sick Leave**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9. Sick Leave Abuse**

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

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

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

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

## **Policy 27. Injury Leave**

- Section 1.** All regular full-time employees are entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits that they may be awarded by the Industrial Commission of Ohio (ICO), for a period not to exceed 120 consecutive working days for employees working a 40 hour work week for each injury incurred in the performance of employment duties with the Delaware Municipal Court or Clerk of Court, provided that the following procedures are followed:
- A.** In all cases of personal injury to any full-time Delaware Municipal Court or Clerk of Court employee as a result of the performance of employment duties, the employee must immediately complete an accident/injury investigation form and report the accident/injury to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, who must immediately report said accident/injury to the Department of Administrative Services and ensure that a claim is filed with ICO.
  - B.** In the event that time off from work is required by the injured employee, he/she will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary ICO forms and other documents as may be required by the City. In the event that the ICO determines that the injury is NOT employment related, any time the employee is, or has been, absent from work will be deducted first, from any accrued sick leave, then accrued vacation, or accrued compensation time off, other than compensatory time for overtime worked.
  - C.** During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time employees will remain in force with no deductions to earned sick leave and/or vacation time.
  - D.** In all cases where an injury leave of more than 120 consecutive working days is requested by an employee working a 40 hour work week, the Administrative Judge or his/her designee or Clerk of Court or his/her designee may extend such leave by an additional 120 consecutive working days if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

**Policy 28. Insurance**

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

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
Annual Deductible Single Family	None None	\$ 500.00 \$1,000.00
Office Visit Co-Pay	\$10.00	N/A
ER Visit  <i>Co-Pay</i>	\$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible.	N/A
Co-Insurance Single  Family	90/10% of first \$1,000 80/20% of next \$3,000  90/10% of first \$2,000 80/20% of next \$5,000	50/50% of first \$5,000  50/50% of first \$10,000

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

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

The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. Likewise, these employees will not be subject to monthly payroll contributions. The employee will provide proof that they do in fact have other

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

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

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

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

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

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

### **A. Prescription Plan**

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

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

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

The mail order benefits will be the following:

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

The maximum expense an employee will pay for coinsurance is \$250.00 annually for single coverage and \$500.00 for family annually for prescription

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

### **B. Dental Care Plan**

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

### **C. Vision Care Plan**

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

## **Section 2. Life Insurance**

The City will provide the following amount of life insurance:

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

## **Section 3. Certificate of Coverage**

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

## **Policy 29. Overtime Compensation**

### **Section 1. Overtime Pay and Compensatory Time - Nonexempt Employees**

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

- & Employees must receive prior approval from the Administrative Judge or his/her designee or Clerk of Court or his/her designee.
- & Employees will be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of 40 hours in any work week will be compensated at a rate of time and one-half. Payment in cash will be made for any overtime due at the time of separation from City service.

- & In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off will be equal to 1.5 hours for each hour overtime compensation to which the employee is entitled. All requests for compensatory time are subject to approval of the department head. Any compensatory time that is used by an employee must be taken at a time mutually agreeable to the supervisor and the employee.
- & Employees can accumulate up to 80 hours of compensatory time. When an employee has 80 hours of accumulated compensatory time, all further overtime will be paid in cash.
- & Compensatory time will be submitted on the regular payroll sheet detailing the time earned and taken.

## **Section 2. Overtime Pay and Compensatory Time - Exempt Employees**

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

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

## **Policy 30. Special Leave**

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

### **A. Jury Service Leave**

An employee, while serving on a jury in any court of record in Delaware County, the State of Ohio, or any adjoining county, will be paid his/her regular salary for each

workday during the period of time so served. Time so served will be deemed active and continued service for all purposes. All jury fees received from the court where the jury was seated will be assigned to the City of Delaware and submitted to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, to be forwarded to the City Finance Director.

## **B. Court Leave**

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

## **Policy 31. Family and Medical Leave Act**

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

## **Policy 32. Parks and Recreation Credit**

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

## **Policy 33. On-Call Compensation**

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

## **Policy 34. Salary Ranges**

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

**SALARY RANGES - MUNICIPAL COURT:**

JOB TITLE	HOURLY WAGE		ANNUAL SALARY	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
OFFICE ASSISTANT	\$12.37	\$20	\$25,730	\$41,600
ADMINISTRATIVE ASSISTANT	\$14.53	\$20	\$30,222	\$41,600
BAILIFF/SECURITY OFFICER	\$16.28	\$27	\$33,662	\$56,160
COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
OVI DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
MISSION DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER*	\$16.35	\$28	\$34,000	\$58,240
VETERAN MENTOR COORDINATOR	\$16	\$24	\$33,280	\$49,920
* ASSIGNMENT ADMINISTRATOR	\$18.81	\$32	\$39,125	\$66,560
ASSIGNMENT COMMISSIONER/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
ADMIN. ASSISTANT/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
DEPUTY CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
* MAGISTRATE	\$34.67	\$56	\$72,114	\$116,480

\* Revised Nov. 2019

**SALARY RANGES - CLERK OF COURT:**

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

**Policy 35. Permanent Part-Time Employees**

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

## **Section 1. Wages**

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

## **Section 2. Benefits**

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

## **Policy 37. Intermittent Part-Time/Seasonal Employees**

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

### **Section 1. Wages**

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

### **Section 2. Benefits**

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

## **Receipt and Acknowledgment Form**

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

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

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

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (Please Print)



## FACT SHEET

---

AGENDA ITEM NO: 14

DATE: 12/09/2019

ORDINANCE NO: 19-71

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, Human Resource Manager

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AMENDING ORDINANCE NO. 18-111 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE AND DECLARING AN EMERGENCY.

**BACKGROUND:**

The proposed 2020 budget reflects an increase in wages by 3% for all permanent part-time, part-time fire fighter/paramedic and intermittent part-time/seasonal positions.

**REASON WHY LEGISLATION IS NEEDED:**

Legislation is necessary in order to process payroll changes.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

3 percent increase for all permanent part-time, part-time fire fighter/paramedic and intermittent part-time/seasonal positions.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Jessica Feller, Human Resource Manager

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

N/A

ORDINANCE NO. 19-71

AN ORDINANCE AMENDING ORDINANCE NO. 18-111 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT, AND SEASONAL EMPLOYEES OF THE CITY OF DELAWARE AND DECLARING AN EMERGENCY.

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

WHEREAS, Section 155.09, Appointment Status, of the Codified Ordinances of the City of Delaware defines part-time employment, and Ordinance No. 18-111 established pay and benefits for various part-time employees of the City, and

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

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

SECTION 1. Ordinance No. 18-111 is hereby amended to read as follows:

A. Effective ~~December 26, 2018~~ **25, 2019** permanent part-time employees shall receive the following wages and benefits:

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

Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PT 1	9.52	9.87	10.28	10.50	10.70
PT 2	14.36	14.91	15.53	16.16	16.78
PT 3	15.10	15.70	16.28	16.98	17.66
PT 4	17.39	18.09	18.82	19.57	20.35
PT 5	20.15	20.78	21.41	22.08	22.73
PT 6	23.01	23.69	24.32	25.06	25.80

<u>PAY GRADE</u>	<u>POSITION</u>
PT 1.....	Facility Maintenance Technician I, <b>FILE CLERK</b>
PT 2.....	Support Services Aide, Parking Control Officer
PT 3.....	Facility Maintenance Technician II Clerical Specialist, Records Clerk, Records Analyst, Front Counter Clerk, Help-Desk Technician

- PT 4..... **Communications Specialist,**  
Paralegal, Laborer
- PT 5..... Investigator/Diversion  
Manager, **Code Enforcement  
Officer**
- PT 6..... Human Resource Coordinator

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

B. Effective **December 26, 2018 25, 2019** permanent part-time firefighters shall be paid on an hourly basis in accordance with the following table:

PAY GRADE	POSITION	WAGE
PTFF1	Firefighter/EMT	13.66/hour
PTFF2	Firefighter/Paramedic	15.76/hour

1. Benefits. Benefits for permanent part-time firefighters are as follows:
  - (a) The City will provide \$10,000 of life insurance.
  - (b) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 212 hours in any 28 day pay cycle shall be compensated for a rate of time and one half.
  - (c) The employee will be responsible for payment of the employee contribution to their pension system.
  - (d) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday pay is defined as one and one half times the employee's regular hourly rate.
  - (e) Permanent part-time firefighters may not exceed 1500 hours worked in a calendar year.
  - (g) Employees shall receive a Parks and Recreation Credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. Employees will also receive a 20% discount on all individual registrations for City recreation programs. Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits are non-transferrable.
  
- C. Effective **December 26, 2018** **25, 2019** intermittent part-time/seasonal employees shall receive the following wages and benefits:
  1. Wages. Intermittent part-time/seasonal employees shall be paid on an hourly basis in accordance with the following table:

Pay Grade	Position	Step 1	Step 2	Step 3
<b>SL1</b>	Cashier	\$ 10.30	\$ 10.82	\$ 11.33
<b>SL2</b>	Laborer	\$ 11.85	\$ 12.88	\$ 13.91
<b>SL3</b>	Intern	\$ 11.85	\$ 13.91	\$ 15.97
<b>SL4</b>	Clubhouse Manager	\$ 14.42	\$ 15.45	\$ 16.48

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

2. Benefits. Intermittent /seasonal employees are not eligible for benefits, except the following:
  - (a) The employee shall be responsible for payment of the employee contribution for the State of Ohio Retirement System.

SECTION 2. Existing Ordinance No. 18-111 is hereby repealed.

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

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 25, 2019. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

EMERGENCY CLAUSE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_  
ABSTAIN \_\_\_\_\_

PASSED: \_\_\_\_\_, 2019 YEAS \_\_\_\_\_ NAYS \_\_\_\_\_  
ABSTAIN \_\_\_\_\_

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



## FACT SHEET

---

AGENDA ITEM NO: 15

DATE: 12/02/2019

ORDINANCE NO: 19-72

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, Human Resource Manager

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

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

**BACKGROUND:**

**12/09/2019 UPDATE:** Other notable changes include modified health insurance language to provide for greater flexibility in incentivizing eligible employees to opt-out of full coverage and removal of the spouse opt-out payment when both spouses are employed full time by the City.

**11/25/2019**

The proposed 2020 budget reflects an increase in wages by 3% for the non-union employee pay plan and 3% for the department head pay plan ranges.

Other notable changes include modified insurance language to provide for greater flexibility in overall plan design as staff work to implement cost containment measures.

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

**REASON WHY LEGISLATION IS NEEDED:**

Legislation is necessary in order to process payroll changes.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

A 3 percent increase for all non-union pay plan positions and 3 percent increase to the department head pay plan ranges, as reflected in the proposed 2020 budget.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Jessica Feller, Human Resource Manager

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Amended Pay Plan

ORDINANCE NO. 19-72

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

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

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

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

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

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 25, 2019 which coincides with the new calendar year. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2019

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

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

\_\_\_\_\_  
MAYOR



# THE CITY OF DELAWARE 2019 SUMMARY OF BENEFITS

Professional, Confidential, Supervisory and Non-  
Union Employees

Revised ~~5/22/2019~~ **12/25/2019**

Article I. WAGES AND PAY PLAN

Section 1.01 Non- Union Employee Pay Plan

(a) The following pay schedule is to be effective ~~December 26, 2018~~ **25, 2019** and the table below reflects a ~~2%~~ **3%** increase for each step. Step increase shall take effect the first full pay period following the employee's anniversary date.

Pay Grade	Position
<sup>1</sup> M1	Administrative Assistant, Police Administrative Aide, <del>Desktop Technician,</del> <b>HELP DESK SUPPORT TECHNICIAN</b>
M2	Airport Technician, <del>Watershed Coordinator,</del> Police Assistant
M3	Economic Development Communications Specialist, <b>COMMUNICATIONS SPECIALIST, SERVICE COORDINATOR, CRIME ANALYSIS TECHNICIAN</b>
M4	Cemetery Manager, Financial Specialist I, Arborist
M5	GIS/CMMS Technician, Administrative Services Specialist, Right-of-Way Inspector, Zoning Technician, Golf Course Supervisor, <b>WATERSHED COORDINATOR, TECHNICAL SUPPORT SPECIALIST</b>
M6	Police Technician
M7	Code Enforcement Officer I, Customer Service Liaison, Facility Maintenance Supervisor
M8	Engineering Technician, Airport Operations Supervisor, Division Supervisor, Financial Specialist II, Executive Assistant, Code Enforcement Officer II, Project Manager I, Collections Manager, Construction Inspector, <b>ECONOMIC DEVELOPMENT COORDINATOR, GIS/CMMS ANALYST</b>
M9	Assistant City Attorney/Prosecutor, Building Inspector I
M10	Development Planner, <b>RECREATION PROGRAM COORDINATOR</b>
M11	No current position
M12	GIS Coordinator, Project Manager II, Airport Manager, Construction Inspection Manager, <del>IT Project Coordinator,</del> Budget and Management Analyst
M13	Building Inspector II
M14	Information Systems & Network Administrator, Human Resource Manager, Assistant Prosecutor, Application System Specialist
M15	Project Engineer I, Assistant Water Manager, <del>Assistant Wastewater Manager,</del> Parks Superintendent
M16	No current position
M17	<del>Project and Maintenance Manager,</del> Public Works Superintendent, Accountant, Zoning Administrator, Water Manager, Wastewater Manager, Community Affairs Coordinator, Project Engineer II, Income Tax Administrator, <b>UTILITIES FIELD SUPERINTENDENT</b>
M18	Project Engineer III, <b>DEPUTY DIRECTOR</b>
M19	Deputy City Engineer
M20	No current position

<sup>1</sup> Per Amendment to Ordinance No. 18-112 (December 20, 2018) Clerk of Council (M1) removed from Management Pay Plan effective January 15, 2019.

<b>Pay Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>M1</b>	19.43	20.18	20.89	21.85	22.70
<b>M2</b>	19.98	21.17	21.61	22.52	23.39
<b>M3</b>	20.98	21.83	22.70	23.62	24.56
<b>M4</b>	21.83	22.69	23.61	24.59	25.54
<b>M5</b>	22.95	23.95	25.37	26.32	27.11
<b>M6</b>	23.88	24.98	26.36	27.36	28.20
<b>M7</b>	24.80	25.99	27.41	28.43	29.33
<b>M8</b>	26.18	27.30	28.39	29.59	30.84
<b>M9</b>	27.25	28.37	29.53	30.78	32.07
<b>M10</b>	28.34	29.51	30.75	32.03	33.38
<b>M11</b>	29.47	30.64	32.01	33.28	34.66
<b>M12</b>	30.68	31.91	33.25	34.61	36.08
<b>M13</b>	31.89	33.18	34.59	36.02	37.53
<b>M14</b>	33.12	34.53	35.97	37.46	39.04
<b>M15</b>	34.44	35.92	37.42	38.96	40.55
<b>M16</b>	35.86	37.34	38.90	40.51	42.17
<b>M17</b>	37.30	38.81	40.51	42.12	43.90
<b>M18</b>	38.75	40.37	42.12	43.84	45.66
<b>M19</b>	40.33	42.00	43.81	45.57	47.45
<b>M20</b>	41.93	43.64	45.57	47.40	49.36

**Section 1.02 Department Head Pay Plan**

(a) The following pay schedule for the positions below is to be effective December 26, 2018 ~~25, 2019~~ and reflects a ~~2.5%~~ **3%** increase to each range.

Pay Grade					
<b>DH III</b>			<b>Range</b>		
	Dean Stelzer	Finance Director	\$108,547.99	to	\$151,967.19
	Darren Shulman	City Attorney			
	Bruce Pijanowski	Police Chief			
	John Donahue	Fire Chief			
<b>DH II</b>			\$90,456.66	to	\$126,638.58
	Bill Ferrigno	Public Works Director/City Engineer			
	David Efland	Planning & Development Director			
	Susie Dailey	Chief Information Officer			
	Vacant	Assistant Fire Chief			
	Vacant	Assistant Police Chief			
	Blake Jordan	Public Utilities Director			
	Kyle Kridler	Assistant City Manager			
<b>DH I</b>			\$75,380.55	to	\$105,532.77
	Jerry Warner	Chief Building Official			
	Sean Hughes	Economic Development Director			
	Ted Miller	Parks & Natural Resources Director			
	Natalia Harris	Chief Prosecutor			
	Lee Yoakum	Community Affairs Coordinator			

**Section 1.03 Safety Forces Pay Plan**

**(a) Police Captain Wages**

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>SF1</b>	50.24	\$104,506.27	52.12	\$108,405.44	54.01	\$112,347.46
<b><u>PAY GRADE</u></b>	<b><u>POSITION</u></b>					
<b>SF1</b>	Police Captain					

*1) Maximum Vacation Accrual*

If an employee enters into the Management Pay Plan with more than the maximum accrual of vacation hours allowed, the following will occur: 1. the employee may request a pay out to take the current level below the maximum allowed of, 2. the current accrual will be “frozen” as a maximum cap for the calendar year.

2) *Initial Compensatory Time*

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

3) *Clothing Maintenance Allowance*

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

4) *Uniforms Allowance*

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

**(b) Fire Captain Wages**

The following pay schedule is to be effective December 26, 2018. The table below reflects a 2% increase for each step. Step increase shall take effect the first full pay period following the employee’s anniversary date.

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SF2	per contract		per contract		per contract	
<b><u>PAY GRADE</u></b>	<b><u>POSITION</u></b>					
SF2	Fire Captain					

1) *Fire Captain Provision*

Wages and associated benefits for the 40-hour/week Management Fire Captain are identical to those provided to equivalent bargaining unit position. Position is considered overtime eligible. Additionally, incumbent will receive 5% out-of-class pay (based on wage rate) when serving as Acting Chief.

**Article III. Insurance**

**Section 3.01 Hospitalization, Surgical and Major Medical**

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

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

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

- 3) The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of **AT LEAST \$100.00** per month **FOR FULL OPT OUT OF ALL HEALTH INSURANCE**. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the **FULL** cost of the plan ~~minus the opt out payment~~. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage.
- 4) The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in their qualifying family circumstances. The member must give (30) days' notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.
- 5) Employees who opt out of the health insurance program will be compensated as follows:

No coverage	\$100 per month
<del>Maintain Dental Only</del>	<del>————— \$65 per month</del>

Note: An employee may not elect to have medical coverage only

- 6) Payments will begin on the first pay period of the month following 30 days' notice of an employee's desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.
- 7) All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to OPERS contributions but will be subject to all applicable taxes.

### **Section 3.02 Prescription Plan**

- (a) The City will provide a prescription card plan for members and their dependents.
- (b) The retail benefits will be the following with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:
  - 1) 80/20% for generic drugs
  - 2) 50/50% name brand drugs with a \$25 co-pay for each disbursement
- (c) The mail order benefits will be the following:
  - 1) 90/10% for generic drugs and
  - 2) 75/25% for name brand drugs with no \$25 co-pay
- (d) The maximum expense an employee will pay for coinsurance is \$250 annually for single coverage and \$500 for family annually for prescription benefits, however, the \$25 co-pay for retail name brand drugs will not count towards the calculation of the \$250 or the \$500 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

### **Section 3.03 Dental Care Plan**

- (a) The City will maintain dental coverage for all members. Please refer to the Plan Document for specific covered services.

### **Section 3.04 Life Insurance**

- (a) The City will provide the following amount of life insurance:
  - 1) Department Heads: \$50,000
  - 2) Assistant Fire and Police Chiefs: \$50,000
  - 3) Pay Grades M11 through M20: \$40,000
  - 4) Police Captain and Fire Captain: \$40,000
  - 5) Pay Grades M1 through M10: \$30,000

### **Section 3.05 Vision Plan**

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



# THE CITY OF DELAWARE 2019 SUMMARY OF BENEFITS

Professional, Confidential, Supervisory and Non-  
Union Employees

Revised ~~5/22/2019~~ 12/25/2019

Contents

<b>Article I. WAGES AND PAY PLAN</b> .....	2
<b>Section 1.01 Non- Union Employee Pay Plan</b> .....	2
<b>Section 1.02 Department Head Pay Plan</b> .....	4
<b>Section 1.03 Safety Forces Pay Plan</b> .....	4
<b>Section 1.04 Overtime Pay and Compensatory Time: Non-Exempt Employees</b> .....	6
<b>Section 1.05 Compensatory Time: Exempt Employees</b> .....	7
<b>Article II. ACCRUED TIME AND VARIOUS LEAVES</b> .....	8
<b>Section 2.01 Vacation</b> .....	8
<b>Section 2.02 Sick Leave</b> .....	10
<b>Section 2.03 Holiday and Personal Days</b> .....	13
<b>Section 2.04 Funeral Leave</b> .....	14
<b>Section 2.05 Special Leave</b> .....	15
<b>Section 2.06 Jury Duty Leave</b> .....	15
<b>Section 2.07 Court Leave</b> .....	15
<b>Section 2.08 Injury Leave</b> .....	15
<b>Article III. Insurance</b> .....	17
<b>Section 3.01 Hospitalization, Surgical and Major Medical</b> .....	17
<b>Section 3.02 Prescription Plan</b> .....	19
<b>Section 3.03 Dental Care Plan</b> .....	19
<b>Section 3.04 Life Insurance</b> .....	19
<b>Section 3.05 Vision Plan</b> .....	19
<b>Article IV. Other Compensation</b> .....	20
<b>Section 4.01 Longevity Compensation</b> .....	20
<b>Section 4.02 Automobile Expense Reimbursement</b> .....	20
<b>Section 4.03 Non-Uniformed Clothing Allowance</b> .....	20
<b>Section 4.04 Call In Pay</b> .....	21
<b>Section 4.05 Tuition Reimbursement</b> .....	21
<b>Article V. Miscellaneous</b> .....	22
<b>Section 5.01 Personnel Files</b> .....	22
<b>Section 5.02 Parks and Recreation Credit</b> .....	23

**Article I. WAGES AND PAY PLAN**

**Section 1.01 Non- Union Employee Pay Plan**

(a) The following pay schedule is to be effective ~~December 26, 2018~~ **25, 2019** and the table below reflects a ~~2%~~ **3%** increase for each step. Step increase shall take effect the first full pay period following the employee’s anniversary date.

<b>Pay Grade</b>	<b>Position</b>
<b>M1</b>	Administrative Assistant, Police Administrative Aide, <del>Desktop Technician,</del> <b>HELP DESK SUPPORT TECHNICIAN</b>
<b>M2</b>	Airport Technician, <del>Watershed Coordinator,</del> Police Assistant
<b>M3</b>	Economic Development Communications Specialist, <b>COMMUNICATIONS SPECIALIST, SERVICE COORDINATOR, CRIME ANALYST</b>
<b>M4</b>	Cemetery Manager, Financial Specialist I, Arborist
<b>M5</b>	GIS/CMMS Technician, Administrative Services Specialist, Right-of-Way Inspector, Zoning Technician, Golf Course Supervisor, <b>WATERSHED COORDINATOR, TECHNICAL SUPPORT SPECIALIST</b>
<b>M6</b>	Police Technician
<b>M7</b>	Code Enforcement Officer I, Customer Service Liaison, Facility Maintenance Supervisor
<b>M8</b>	Engineering Technician, Airport Operations Supervisor, Division Supervisor, Financial Specialist II, Executive Assistant, Code Enforcement Officer II, Project Manager I, Collections Manager, Construction Inspector, <b>ECONOMIC DEVELOPMENT COORDINATOR, GIS/CMMS ANALYST</b>
<b>M9</b>	Assistant City Attorney/Prosecutor, Building Inspector I
<b>M10</b>	Development Planner, <b>RECREATION PROGRAM COORDINATOR</b>
<b>M11</b>	No current position
<b>M12</b>	GIS Coordinator, Project Manager II, Airport Manager, Construction Inspection Manager, <del>IT Project Coordinator,</del> Budget and Management Analyst
<b>M13</b>	Building Inspector II
<b>M14</b>	Information Systems & Network Administrator, Human Resource Manager, Assistant Prosecutor, Application System Specialist
<b>M15</b>	Project Engineer I, Assistant Water Manager, <del>Assistant Wastewater Manager,</del> Parks Superintendent
<b>M16</b>	No current position
<b>M17</b>	<del>Project and Maintenance Manager,</del> Public Works Superintendent, Accountant, Zoning Administrator, Water Manager, Wastewater Manager, Community Affairs Coordinator, Project Engineer II, Income Tax Administrator, <b>UTILITIES FIELD SUPERINTENDENT</b>
<b>M18</b>	Project Engineer III, <b>DEPUTY DIRECTOR</b>
<b>M19</b>	Deputy City Engineer
<b>M20</b>	No current position

<sup>1</sup> Per Amendment to Ordinance No. 18-112 (December 20, 2018) Clerk of Council (M1) removed from Management Pay Plan effective January 15, 2019.

<b>Pay Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>M1</b>	19.43	20.18	20.89	21.85	22.70
<b>M2</b>	19.98	21.17	21.61	22.52	23.39
<b>M3</b>	20.98	21.83	22.70	23.62	24.56
<b>M4</b>	21.83	22.69	23.61	24.59	25.54
<b>M5</b>	22.95	23.95	25.37	26.32	27.11
<b>M6</b>	23.88	24.98	26.36	27.36	28.20
<b>M7</b>	24.80	25.99	27.41	28.43	29.33
<b>M8</b>	26.18	27.30	28.39	29.59	30.84
<b>M9</b>	27.25	28.37	29.53	30.78	32.07
<b>M10</b>	28.34	29.51	30.75	32.03	33.38
<b>M11</b>	29.47	30.64	32.01	33.28	34.66
<b>M12</b>	30.68	31.91	33.25	34.61	36.08
<b>M13</b>	31.89	33.18	34.59	36.02	37.53
<b>M14</b>	33.12	34.53	35.97	37.46	39.04
<b>M15</b>	34.44	35.92	37.42	38.96	40.55
<b>M16</b>	35.86	37.34	38.90	40.51	42.17
<b>M17</b>	37.30	38.81	40.51	42.12	43.90
<b>M18</b>	38.75	40.37	42.12	43.84	45.66
<b>M19</b>	40.33	42.00	43.81	45.57	47.45
<b>M20</b>	41.93	43.64	45.57	47.40	49.36

**Section 1.02 Department Head Pay Plan**

(a) The following pay schedule for the positions below is to be effective December 26, 2018 ~~25, 2019~~ and reflects a ~~2.5%~~ **3%** increase to each range.

Pay Grade				
<b>DH III</b>			<b>Range</b>	
	Dean Stelzer	Finance Director	\$108,547.99	to \$151,967.19
	Darren Shulman	City Attorney		
	Bruce Pijanowski	Police Chief		
	John Donahue	Fire Chief		
<b>DH II</b>			\$90,456.66	to \$126,638.58
	Bill Ferrigno	Public Works Director/City Engineer		
	David Efland	Planning & Development Director		
	Susie Dailey	Chief Information Officer		
	Vacant	Assistant Fire Chief		
	Vacant	Assistant Police Chief		
	Blake Jordan	Public Utilities Director		
	Kyle Kridler	Assistant City Manager		
<b>DH I</b>			\$75,380.55	to \$105,532.77
	Jerry Warner	Chief Building Official		
	Sean Hughes	Economic Development Director		
	Ted Miller	Parks & Natural Resources Director		
	Natalia Harris	Chief Prosecutor		
	Lee Yoakum	Community Affairs Coordinator		

**Section 1.03 Safety Forces Pay Plan**

**(a) Police Captain Wages**

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>SF1</b>	50.24	\$104,506.27	52.12	\$108,405.44	54.01	\$112,347.46
<b>PAY GRADE</b>	<b>POSITION</b>					
<b>SF1</b>	Police Captain					

*1) Maximum Vacation Accrual*

If an employee enters into the Management Pay Plan with more than the maximum accrual of vacation hours allowed, the following will occur: 1. the employee may request a pay out to take the current level below the maximum allowed of, 2. the current accrual will be “frozen” as a maximum cap for the calendar year.

2) *Initial Compensatory Time*

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

3) *Clothing Maintenance Allowance*

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

4) *Uniforms Allowance*

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

**(b) Fire Captain Wages**

The following pay schedule is to be effective December 26, 2018. The table below reflects a 2% increase for each step. Step increase shall take effect the first full pay period following the employee’s anniversary date.

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SF2	per contract		per contract		per contract	
<b><u>PAY GRADE</u></b>	<b><u>POSITION</u></b>					
SF2	Fire Captain					

1) *Fire Captain Provision*

Wages and associated benefits for the 40-hour/week Management Fire Captain are identical to those provided to equivalent bargaining unit position. Position is considered overtime eligible. Additionally, incumbent will receive 5% out-of-class pay (based on wage rate) when serving as Acting Chief.

**Section 1.04      Overtime Pay & Compensatory Time: Non-Exempt Employees**

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

**Section 1.02      Compensatory Time: Exempt Employees**

- (a) Employees exempt under the Fair Labor Standard Act shall not be entitled to overtime pay but shall be entitled to compensatory time as described below:
- 1) No existing compensatory time balances will be carried over from an outside position or when the employee transfers in the Management Pay Plan
  - 2) Compensatory time shall be earned for approved work that exceeds eight (8) hours per day and such employees may receive said compensatory time at the rate of one (1) hour for each hour worked in excess of eight (8) hours per day.
  - 3) The maximum accrual of compensatory time shall be eighty (80) hours.
  - 4) Compensatory time must be used in minimum increments of one (1) hour and maximum increments of twenty four (24) hours per pay period.
  - 5) At no time shall compensatory time be converted to any other form of leave of compensation. Upon termination of employment, an exempt employee is not entitled to payment for unused compensatory time.
  - 6) Compensatory time shall be submitted on the regular payroll sheet detailing the time earned and taken.

**Article II. ACCRUED TIME AND VARIOUS LEAVES**

**Section 2.01 Vacation**

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

<b>Years of Total Service</b>	<b>Vacation Hrs./Year</b>	<b>Vacation Hrs./Pay</b>
Start through 5 years	80.6	3.1
6 through 10 years	119.6	4.6
11 through 15 years	161.20	6.2
16 plus years	200.2	7.7

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

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

(e) Eligibility

- 1) To be eligible for biweekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond their control, absence from work for the balance of that day shall not be construed as unpaid work status.
- 2) An employee in full-time status who is to be separated from City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to their credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation.
- 3) When a member dies while in paid status in the City service, any unused vacation leave to their credit shall be paid in a lump sum to the surviving spouse, or such other person the employee may have designated in writing.
- 4) Requests for vacation are to be submitted and approved, in advance of the intended use, by employee's supervisor or department head.
- 5) To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment **inside the state of Ohio:**
  - i. Employees will only be eligible to transfer years of service from a public agency as defined by State law.
  - ii. The amount of years of service that can be transferred is unlimited.
  - iii. Prior employment must be in full-time status
- 6) To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment **outside the State of Ohio:**
  - i. Employees will only be eligible to transfer years of service from their immediate previous employer.
  - ii. Said previous employer must be a public agency.
  - iii. Employment with the City of Delaware must take place within twelve months of termination from their immediate previous employer.
  - iv. The maximum amount of years of service that can be transferred is five (5) years.
  - v. Present employees are not eligible.
  - vi. Prior employment must be in full-time status.
- 7) An employee may elect to trade three (3) weeks of vacation time, or the equivalent of vacation time earned in one year, whichever is greater, for equivalent pay during the calendar year. Conversion of vacation time may occur for pay periods ending in the months of January, June, or December of each year. For 2019, these dates are as follows:

<b>Pay Period Ending</b>	<b>Pay Date</b>
January 7, 2020	January 14, 2020
January 21, 2020	January 28, 2020
June 9, 2020	June 16, 2020
June 23, 2020	June 30, 2020
December 8, 2020	December 15, 2020
December 22, 2020	December 29, 2020

An employee must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hours of vacation time in the employee's account after said trade takes place. Exceptions may be granted by the authority of the city manager.

**Section 2.02      Sick Leave**

- (a) Each city employee shall be entitled to sick leave with pay for four and six-tenths (4.6) hours of each completed (80) hours of service. An employee may use sick leave, upon approval of his or her Department Head, for absence due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to other employees, and for illness or injury of the employee's spouse, dependent children, step-children or parent. It is the option of a supervisor, with cause, to require return to work documentation from the employee.
  
- (b) If an employee used 0 hours of sick leave in any one calendar year, that employee shall be credited with an additional three (3) vacation days the following year. If an employee uses between one (1) and eight (8) hours of sick leave in any one calendar year that employee shall be credited with an additional two (2) vacation days the following year. If an employee uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with one (1) additional vacation day the following year. To be eligible for this incentive, an employee must be active for the first pay period of the calendar year through the last pay period of the calendar year. At the employee's option, any additional vacation days earned can be converted to pay for pay periods ending in the months of January, June, or December of the year the additional vacation is earned. For 2019, these dates are as follows:

<b>Pay Period Ending</b>	<b>Pay Date</b>
January 7, 2020	January 14, 2020
January 21, 2020	January 28, 2020
June 9, 2020	June 16, 2020
June 23, 2020	June 30, 2020
December 8, 2020	December 15, 2020
December 22, 2020	December 29, 2020

(c) To be eligible to transfer sick leave to the City of Delaware from prior employment inside the state of Ohio:

- 1) Employees will only be eligible to transfer sick leave from a public agency as defined by the State of Ohio.
- 2) Employment with the City of Delaware must take place within ten (10) years of termination from their previous employer.
- 3) The maximum amount of sick leave hours that be transferred is unlimited as long as it is accrued at a rate of no greater than 15 days per year.

(d) To be eligible to transfer sick leave of the City of Delaware from prior employment outside the state of Ohio:

- 1) Employees will only be eligible to transfer sick leave from their immediate previous employer.
- 2) Said previous employer must be a public agency.
- 3) Employment with the City of Delaware must take place within twelve (12) months of termination from their immediate previous employer.
- 4) The maximum amount of sick leave hours that can be transferred is six hundred (600).
- 5) Any sick leave time so transferred shall have been accumulated at the rate of one and one-fourth days per month of employment.
- 6) Present employees are not eligible.

(e) Any City employee who has accumulated at least 100 days of sick leave credit may convert any excess thereof up to fifteen (15) days per year of sick leave to vacation leave on the basis two (2) sick leave days for one (1) day vacation leave. Such annual conversion, if made, shall occur in December for the year of conversion.

(f) Any employee separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave pay out cannot exceed sixteen (16) weeks pay.

(g) For Employees Hired After November 1, 2013

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

**Section 2.03      Holiday and Personal Days<sup>2</sup>**

- (a) The following are designated as paid holidays for covered employees:

New Year's Day, January 1	Little Brown Jug Day, ½ day <sup>2</sup>
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day, July 4	Day before Christmas, ½ day
Labor Day	Christmas Day, December 25

- (b) If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.
- (c) In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation. When any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately following, provided that the employee works their last regularly scheduled work day preceding the following the holiday.
- (d) For each of the holidays specified in Section 1 of this article on which a FLSA non-exempt employee works, they shall be entitled to holiday compensation equal to double the employee's regular rate of pay, except that the employee shall be entitled to holiday compensation at two and one-half times the employee's regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, Christmas Day. Only eight (8) hours per day will be used when computing the holiday rate. Compensation for holidays may be in the form of cash or compensatory time off.
- (e) Employees shall be credited 32 hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. Use of holiday compensatory time or personal days shall be at the employee's discretion with the approval of the employee's supervisor or department head.
- (f) All employees will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal leave. Once an employee accumulates the maximum allowable number of personal leave/holiday compensatory time then future personal leave/holiday compensatory time will be compensated for in cash, at the time they are earned. An employee may elect to cash in up to one year's worth of personal leave each year (32 hours) for pay periods ending in the months of January, June, or December each year. An employee must inform his or her Department Head prior to August 1 of the year preceding the calendar year in which they intend to make the trade. For 2019, the dates are as follows:

<b>Pay Period Ending</b>	<b>Pay Date</b>
January 7, 2020	January 14, 2020
January 21, 2020	January 28, 2020
June 9, 2020	June 16, 2020
June 23, 2020	June 30, 2020
December 8, 2020	December 15, 2020
December 22, 2020	December 29, 2020

**Section 2.04 Funeral Leave**

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

<b>Leave for Death of:</b>	<b>Days/Hours of Leave</b>	
	<b>Local Funeral</b>	<b>Other Funeral</b>
Immediate Family Member	1 – 3 Days	1 – 5 Days
Other Relative	May Use Up to One Scheduled Work Day of Accrued Leave	May Use Between 1 – 3 Scheduled Work Days of Accrued Leave

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

**Section 2.05 Special Leave**

- (a) In addition to other leaves authorized herein, the City Manager may authorize a special leave of absence, with or without pay, for purposes beneficial to the employee and/or the City.
- (b) For exempt employees who are absent, if the absence cannot be covered or paid through appropriate leave time, said employees shall be subject to a reduction in pay, unless the absence is less than one workday.

**Section 2.06 Jury Duty Leave**

- (a) An employee, while serving on a jury in any court of record in Delaware County, or any adjoining county, will be paid his regular salary for each of his workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware.
- (b) When an employee has been released from Jury Duty they shall report back to work if more than two (2) hours are left in the workday.

**Section 2.07 Court Leave**

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

**Section 2.08 Injury Leave**

- (a) All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:
  - 1) In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Department of Administrative Services immediately and ensure that a claim is filed with the BWC.

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

**Article III. Insurance**

**Section 3.01 Hospitalization, Surgical and Major Medical**

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

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

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

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

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

~~5) — Employees who opt out of the health insurance program will be compensated as follows:~~

~~No coverage ————— \$100 per month~~

~~Maintain Dental Only ————— \$65 per month~~

Note: An employee may not elect to have medical coverage only

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

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

### ~~Section 3.02 — Prescription Plan~~

- ~~(a) The City will provide a prescription card plan for members and their dependents.~~
- ~~(b) The retail benefits will be the following with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:
  - ~~1) 80/20% for generic drugs~~
  - ~~2) 50/50% name brand drugs with a \$25 co-pay for each disbursement~~~~
- ~~(c) The mail order benefits will be the following:
  - ~~1) 90/10% for generic drugs and~~
  - ~~2) 75/25% for name brand drugs with no \$25 co-pay~~~~
- ~~(d) The maximum expense an employee will pay for coinsurance is \$250 annually for single coverage and \$500 for family annually for prescription benefits, however, the \$25 co-pay for retail name brand drugs will not count towards the calculation of the \$250 or the \$500 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.~~

### **Section 3.03 Dental Care Plan**

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

### **Section 3.04 Life Insurance**

- (a) The City will provide the following amount of life insurance:
  - 1) Department Heads: \$50,000
  - 2) Assistant Fire and Police Chiefs: \$50,000
  - 3) Pay Grades M11 through M20: \$40,000
  - 4) Police Captain and Fire Captain: \$40,000
  - 5) Pay Grades M1 through M10: \$30,000

### **Section 3.05 Vision Plan**

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

**Article IV. Other Compensation**

**Section 4.01 Longevity Compensation**

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

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

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

**Section 4.02 Automobile Expense Reimbursement**

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

**Section 4.03 Non-Uniformed Clothing Allowance**

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

#### **Section 4.04 Call-In Pay**

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

#### **Section 4.05 Tuition Reimbursement**

- (a) All full-time employees with one or more years of continuous active service shall be eligible for a reimbursement of instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the city and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:
- 1) All courses must be taken during other than scheduled working hours. Any situation which, in the discretion of the department head, would require an employee’s presence on the job shall take complete and final precedence over any time scheduled for courses. All courses are subject to approval by the department head and/or city manager. There must be a direct correlation between the employee’s duties and responsibilities and the courses taken or the degree program pursued. The city manager, or his designee, has the sole and final discretion to approve or disapprove tuition reimbursement requests.
  - 2) Any financial assistance from any government or private agency available to the employee, whether applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this section. If an employee’s tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the city.

- 3) Employees seeking authorization of a tuition reimbursement must first submit to the department head for review, prior to September 30 of the year preceding when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of course costs, dates and times. Employees will be eligible for tuition reimbursement for properly approved and completed coursework up to \$3,500 for calendar year (January 1 to December 31). Pre-approval is subject to available appropriations. The employee will be responsible for any tuition in excess of the above mentioned amounts. An application for tuitions reimbursement must be completed by the employee prior to enrolling in the class work for which reimbursement is requested.
- 4) Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers and these must be first approved by the city. Seminars, conferences and workshops are not included.
- 5) Reimbursement for tuition will be made when the employee satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.
- 6) No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition fees outlined above.
- 7) Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability), or is discharged for cause must repay the tuition reimbursement paid by the city for courses taken less than two years prior to the date of termination or discharge. If necessary, the amount will be deducted from the employee's terminal leave pay or final paycheck.

## **Article V. Miscellaneous**

### **Section 5.01 Personnel Files**

- (a) The official personnel files of all employees shall be maintained in the Department of Administrative Services (DAS). All employee personnel records shall include but not limited to, applications, performance evaluations, promotions, disciplinary actions and any other pertinent information pertaining to the job performance of the individual employee. Copies therein shall be available to the employee.
- (b) DAS shall be responsible for the care and maintenance for all personnel files and records. Department heads shall be responsible for promptly forwarding all pertinent personnel information and documentation to DAS. Employees may, during normal office hours, review their official personnel files.

**Section 5.02      Parks and Recreation Credit**

- (a) The City shall provide each employee with a credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.
- (b) Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits for non-transferrable.



## FACT SHEET

---

AGENDA ITEM NO: 16

DATE: 12/09/2019

ORDINANCE NO: 19-73

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Mayor Carolyn Kay Riggle

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

Each year, pursuant to the City Manager's employment agreement, City Council conducts a review and adjusts the manager's salary accordingly. This year's employment agreement reflects a 3% annual increase and the conversion of the monthly long-term disability premium into salary. One change included a prior update to the City Manager's contract (adopted with ordinance 17-62) was to shift the effective date for compensation to coincide with the effective date of the Management Pay Plan. This effective date is reflected in the attached contract and ordinance, meaning the increase will be effective 12/25/2019.

**REASON WHY LEGISLATION IS NEEDED:**

And ordinance is required to change the City Manager's compensation.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

The pay rate includes a 2.5% increase.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Mayor Carolyn Kay Riggle

**RECOMMENDATION:**

Approval at third reading

**ATTACHMENT(S)**

Draft agreement

ORDINANCE NO. 19-73

AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER AND DECLARING AN EMERGENCY.

WHEREAS, the employment agreement with the City Manager provides that the compensation of the City Manager shall be reviewed annually; and

WHEREAS, the effective date of changes to compensation was adjusted to coincide with the effective date of changes to the Management Pay Plan in the employment agreement authorized by Ordinance 17-62; and

WHEREAS, the Council has reviewed the salary and benefits of the City Manager and has made the necessary changes to the employment agreement (attached).

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

SECTION 1. An employment agreement reflecting the agreed upon changes is authorized to be executed by the City Manager and the Mayor, representing City Council.

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

SECTION 3. Emergency Clause: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective to December 25, 2019. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2019

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

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

\_\_\_\_\_  
MAYOR

## EMPLOYMENT AGREEMENT

The Council of the City of Delaware, Ohio, hereinafter referred to as “City” or “City Council” has offered the position of City Manager to R. Thomas Homan, and Mr. Homan, hereinafter referred to as “Manager” or “Mr. Homan” has accepted the offer of employment under the following terms agreeable to both parties.

1. Beginning with the date of employment, the City will compensated Mr. Homan as City Manager of Delaware and Mr. Homan will execute all the duties and responsibilities of City Manager set forth in the Delaware City Charter, Code of Ordinances and requirements of the City Council.
2. The Manager’s salary will be at the hourly rate of ~~\$73.45~~ **76.40** effective **December 25, 2019, which represents a 3% increase and the conversion of the monthly long-term disability premium payment into salary (\$131.67 x 12 months divided by 2080 hours). Note:** the salary rate reflects the conversion of the car allowance which used to be included in prior agreements as a separate benefit.
3. The Council and Mr. Homan will establish annual performance goals and objectives. Any pay increases during Mr. Homan’s tenure with the City will be based upon performance evaluations. Evaluations are anticipated every six months following Mr. Homan’s date of employment. One six-month evaluation may be primarily for discussion of the City Manager’s past performance and performance planning, while the alternate evaluation may be concerned primarily with matters of compensation for the City Manager. The method of evaluation will be formulated by the Council and Mr. Homan and conducted by the Council.
4. Mr. Homan will serve as City Manager at the will of the City Council and nothing herein will be taken to suggest or imply guaranteed tenure.
5. In the event the City terminates the services of Mr. Homan or requests his resignation at any time without cause, the City will pay to Mr. Homan a lump sum severance payment equal to ninety (90) days base salary and benefits, payable not later than the next regular pay date. No such lump sum severance payment will be paid upon a termination for cause. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance benefits will be paid to Mr. Homan at the same time, calculated at the rate of pay or benefit in effect upon notice of termination. The Manager will provide the City not less than 30 days written notice of his intent to resign his position wholly voluntarily, whereupon the Manager understands that he will not receive the lump sum severance payment

equal to ninety (90) days base salary and benefits described above. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance benefits will be paid to the date of termination and calculated at the rate of pay or benefit in effect upon notice of termination.

6. The Manager will remain a resident of the City during employment.
7. The City manager's automobile allowance paid for use of the Manager's personal vehicle for City business was converted into salary in 2018. The City manager is expected to use his own vehicle for transportation as the prior car allowance was converted into salary. While the use of the city manager's vehicle is included as part of salary, mileage may be reimbursed to the Manager for travel on behalf of the City beyond a 100-mile radius of Delaware.
8. The City will pay the expense of a mobile telephone for the Manager.
9. The City will provide the Manager paid coverage for health, dental and prescription benefits in terms and amounts provided other employees of the City generally, effective upon the first day of the month following his date of employment.
10. The City will provide the Manager paid annual vacation earned at the rate of 25 working days per year. Any use of vacation leave credits by the Manager will be following written notice to the Council. The City will pay for all accrued and unused vacation days to Mr. Homan upon separation from the City employment, for any reason, at his then current rate of pay.
11. The Manager will be permitted to engage in occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services, provided that, in no case, is any activity permitted which would present a conflict of interest with the City of Delaware. In the event that overnight travel is required for such non-City business, the City Council will be notified in advance.
12. The City will provide Mr. Homan four (4) personal days per anniversary year for personal business, credited at the beginning of each subsequent year. Upon termination from the City for any reason, accrued personal days will not be compensated.
13. The City will provide Mr. Homan paid sick leave in the amounts earned at a rate of 4.6 hours for each completed 80 hours of service. The City will pay for one-half the value of unused sick leave to Mr. Homan upon

separation from the City employment for any reason, at his then current rate of pay.

14. The City will provide fully paid coverage for Mr. Homan of workers compensation and unemployment compensation insurance from his first date of employment.
15. The City will afford Mr. Homan paid funeral leave in the amounts provided for all other City employees generally, upon his attendance at the funeral or memorial observance of any member of his family in the first degree of sanguinity, and of his spouse and parents-in-law.
16. The City will provide Mr. Homan group life insurance from his date of employment in the amount of \$125,000 with double indemnity for accidental death or dismemberment.
- ~~17. The City will pay Mr. Homan the monthly amount of \$131.67 toward the premium expense for long term disability insurance.~~
18. The City will provide Mr. Homan paid holiday leave on the same annual schedule as that provided for other City employees generally.
19. The City will pay the expense of Mr. Homan's membership in ICMA and OCMA and for his attendance at national and state conferences, within an amount budgeted each year.
20. The City will anticipate a recommendation from Mr. Homan for inclusion in each annual budget amounts to be used at Mr. Homan's discretion for:
  - a. Educational courses, conferences and workshops directly related to Mr. Homan's work as City Manager, including expenses directly related to his attendance at such educational programs.
  - b. Membership dues and subscriptions for Mr. Homan's involvement in professional organizations that are directly in the interest of the City and Mr. Homan's performance on behalf of the City.
  - c. Routine business expenses of the City Manager directly related to his performance of official duties. The City Manager's membership in Rotary requires him to purchase lunches at meetings, and his salary has been increased (already reflected in wages) to reflect that expense.
21. Effective December 21, 2011, the City increased Mr. Homan's base salary by 7.3% to reflect the fact that the City no longer pays the City Manager's share of the PERS premium.

22. The City manager is entitled to 5.5% of the hourly rate of pay included in Section 2 to be contributed to the ICMA-RC investment program.
23. The City will indemnify and hold harmless Mr. Homan from liability for any claims, demands or judgments arising out of an act or omission occurring in the lawful performance of his duties as City Manager. The City will pay the cost of any fidelity or other bonds required of Mr. Homan by the City Charter, City Ordinances or Ohio statutes.
24. All other provisions of City ordinances, regulations or rules relating to personnel matters of non-union employees of the City and terms of the Management Pay Plan, not contrary to the terms listed in this memorandum or to the City Charter, will also apply to Mr. Homan during his employment as City Manager.
25. Mr. Homan's initial date of employment is February 2, 1999. Starting with 2018, the effective date for Mr. Homan's compensation will coincide with the effective date of the Management Pay Plan.
26. Any portion of this memorandum in conflict with the City Charter or any State, or Federal law, will be considered null and void. The remaining provisions of this agreement will remain in full force and effect. The law of the State of Ohio will govern the interpretation of this agreement.
27. The City and Mr. Homan agree that this Agreement accurately reflects the terms of employment for the City Manager position offered by the City and accepted by Mr. Homan.

The parties have evidenced their agreement by affixing their signatures below this \_\_\_\_\_ day of \_\_\_\_, 2019.

Council of the City of Delaware, Ohio

City Manager

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

\_\_\_\_\_  
R. Thomas Homan, City  
manager

Approved as to form:

\_\_\_\_\_  
Darren Shulman  
City Attorney



## FACT SHEET

---

AGENDA ITEM NO: 17

DATE: 12/09/2019

ORDINANCE NO: 19-74

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE ESTABLISHING THE SALARY AND BENEFITS OF THE COUNCIL CLERK, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

As one of two positions hired directly by City Council, legislation is needed to adjust the Clerk's salary.

**REASON WHY LEGISLATION IS NEEDED:**

As a position appointed by City Council, the Clerk's salary is set in the same manner as Council's other appointee, the City Manager. As such, this ordinance would set the Clerk of Council's salary for 2020. The wage rate is set at 3%.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

The adjustment will impact the 2020 General Fund based on 3% increased wages and other costs/benefits that are associated with wages.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Mayor Carolyn Kay Riggle

**RECOMMENDATION:**

Typically, legislation enacting pay changes go to three readings.

**ATTACHMENT(S)**

None

ORDINANCE NO. 19-74

AN ORDINANCE ESTABLISHING THE SALARY AND  
BENEFITS OF THE COUNCIL CLERK AND  
DECLARING AN EMERGENCY.

WHEREAS, the City Council Clerk (“Clerk”) is one of two positions appointed by City Council and is not subject to civil service laws; and

WHEREAS, among other duties included in the job description, the Clerk is responsible for managing the Council packet and agenda process; and

WHEREAS, the Clerk leads the city’s sister city initiative; and

WHEREAS, the Clerk serves as City Council’s representative on the Main Street Delaware board; and

WHEREAS, the Clerk bears responsibility for managing and maintaining the records of the legislative body as well as all Boards and Commissions of the City of Delaware; and

WHEREAS, the Clerk’s duties require coverage of meetings occurring in the evening as well as daytime hours; and

WHEREAS, the Clerk uses independent judgment and discretion in fulfilling the duties of the position and setting her schedule; and

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

SECTION 1. The Council Clerk shall be paid a salary of \$24.76 per hour effective December 25, 2019 which coincides with the new calendar year and the effective date of the management pay plan for 2019.

SECTION 2. The Council Clerk shall be entitled to the benefits offered to exempt employees in the current City of Delaware Summary of Benefits.

SECTION 3. Emergency Clause: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 25, 2019 which coincides with the new calendar year and the effective date of the management pay plan for 2019. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2019

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

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

\_\_\_\_\_  
MAYOR



## FACT SHEET

---

AGENDA ITEM NO: 18

DATE: 12/09/2019

ORDINANCE NO: 19-76

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 DELAWARE CITY SCHOOLS FOR AN EXPANSION TO SCHULTZ ELEMENTARY SCHOOL LOCATED AT 499 APPELEGATE LANE ON PROPERTY ZONED R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) WHICH ENCOMPASSES APPROXIMATELY 36.47 ACRES.

**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 6-0 on December 4, 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. 19-76

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR DELAWARE CITY SCHOOLS FOR AN EXPANSION TO SCHULTZ ELEMENTARY SCHOOL LOCATED AT 499 APPLGATE LANE ON PROPERTY ZONED R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) WHICH ENCOMPASSES APPROXIMATELY 36.47 ACRES.

WHEREAS, the Planning Commission at its meeting of December 4, 2019 recommended approval of a Combined Preliminary and Final Development Plan for Delaware City Schools for an expansion to Schultz Elementary School located at 499 Applegate Lane on property zoned R-4 (Medium Density Residential District) which encompasses approximately 36.47 acres (2019-2590).

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 Delaware City Schools for an expansion to Schultz Elementary School located at 499 Applegate Lane on property zoned R-4 (Medium Density Residential District) which encompasses approximately 36.47 acres, 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 school district shall construct and maintain the "T" turnaround at the terminus of Marvin Lane per the City Engineer.
3. Per the submitted tree survey, Schultz Elementary School achieves compliance with Chapter 1168 Tree Preservation Regulations.
4. Per the submitted tree survey, the school district shall replace the 10 caliper inches of trees being removed at the Dempsey Middle School prior to final occupancy approval for that project.
5. The school district shall plant evergreen trees a minimum 6-foot-high at installation between the proposed school bus drop-off road and the existing residential properties to the east from the school south to the Penick Avenue extension.

6. The school district shall install four street trees on the north side of Penick Avenue from the eastern property line to the school bus drop-off road.
7. The landscape plans shall be approved by the Shade Tree Commission.
8. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building material color.
9. Any new roof top mechanical equipment shall be screened from public view.
10. The lighting plan shall achieve compliance with the zoning code and be approved by the City.
11. The development shall achieve compliance with all fire department 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



## PLANNING COMMISSION/STAFF REPORT

CASE NUMBER: 2019-2590

REQUEST: Combined Preliminary & Final Development Plan

PROJECT: Schultz Elementary School

MEETING DATE: December 4, 2019

---

### APPLICANT/OWNER

Delaware City Schools  
621 Pennsylvania Avenue  
Delaware, Ohio 43015

### REQUEST

2019-2590: A request by Delaware City Schools for approval of a Combined Preliminary and Final Development Plan for an expansion to Schultz Elementary School located at 499 Applegate Lane on property zoned R-4 (Medium Density Residential District) which encompasses approximately 36.47 acres.

### PROPERTY LOCATION & DESCRIPTION

The 36.47 acre property is located just south of Applegate Lane which is zoned R-4 (Medium Density Residential District). The property to the north is zoned R-4 with a PUD (Planned Unit Development Overlay District) and the property to the south is zoned R-3 (One-Family Residential District) with a PUD. The properties to the east and west are zoned R-3 respectively.

### BACKGROUND/PROPOSAL

The approximate 76,010 square foot elementary school was constructed in 1994 according to the Delaware County Auditor and was expanded in 2014. Now the school is proposing another expansion that would encompass approximately 16,662 square feet. Also, a bus drop-off road is proposed just north of the proposed Penick Avenue extension through the middle portion of the school site. The City will design and construct the proposed Penick Avenue extension to connect the Delaware Meadows subdivision (to the east) and the Sunnyview Farms subdivision (to the west).

---

### STAFF ANALYSIS

- **ZONING:** As previously mentioned, the zoning is R-4 District. Under the current zoning, the school expansion would require Combined Preliminary and Final Development Plan approval by the Planning Commission and City Council. A Conditional Use Permit for the school was approved by City Council in 2013 (Ordinance 13-62).
- **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 main access for students and the public from Applegate Way will remain the same. The school is proposing a bus drop-off and turnaround to be located just north of Penick Avenue extension on the southern portion of the site. The drop-off area road will have access to a building entrance located on the southeast wing of the building. The City would construct the Penick Avenue extension between the Delaware Meadows subdivision to the east and the Sunnyview Farms subdivision to the west. At the terminus of Marvin Lane, the school is required to construct and maintain a "T" turnaround per the City Engineer's requirements. Also, the development would have to achieve compliance with all Fire Department requirements.
- **PEDESTRIAN CONNECTIVITY:** Sidewalks would be located on both sides of the bus drop off road and in front of the building entrance on the southeast wing of the school building. Also, this area would connect into the existing sidewalk network of the school building to the proposed Penick Avenue extension on the east side of the bus drop-off street. The proposed Penick Avenue extension would have sidewalks on both sides of the street. In addition, there are existing sidewalks that connect the school to the subdivisions to the east and west.
- **SITE CONFIGURATION:** The school buildings 15,062 square foot expansion to the south wing would fit seamlessly next to the existing playground area within the site configuration of the school. In addition, there

would be an approximate 1,600 square foot addition located just south of the kitchen area (walk in cooler and freezer/dry storage).

As mentioned above a bus drop-off road and turnaround area would be located north of the Penick Avenue extension to separate buses from the car drop-off area and employee access on Applegate Lane. The new bus drop-off road shall be buffered with evergreen trees from the residential properties to the east. In addition, a detention basin is located between the school building and turnaround area. Also, the existing parking lot at the terminus of Penick Avenue would be demolished.

- **BUILDING DESIGN:** The building material of the south wing and the addition to kitchen area would match the existing building. The existing wings and kitchen area of the building are comprised of split faced concrete block with two different colors of smooth CMU with a typical shingle pitched roof.
- **TREE REMOVAL & REPLACEMENT:** The applicant provided a tree inventory for Schultz Elementary and they are removing one 14-inch caliper tree while preserving 12 trees (228 caliper inches). However, the applicant is planting 39 caliper inches of evergreen trees to meet the tree replacement requirements per Chapter 1168 Tree Preservation Regulations.

The Delaware City Schools are also doing minor renovations to Carlisle Elementary School and Dempsey Middle School which will be approved administratively by staff. A tree survey has been provided for those minor additions that yields 10 caliper inches of trees to be removed at Dempsey Middle School and no trees are being removed at Carlisle Elementary School. The provided tree survey would document the required 10 caliper inches that would need to be replaced at Dempsey Middle School for record purposes because those minor additions will be approved administratively.

- **LANDSCAPING & SCREENING:** The applicant is proposing evergreen trees a minimum 6-foot-high at installation between the proposed school bus drop-off road and the existing residential properties to the east from the school south to the Penick Avenue extension for buffering reasons. Also, four trees would be preserved in this area. In addition, the applicant proposing four street trees on the north side of Penick Avenue from the eastern property line to the school bus drop-off street. The City will provide the remainder of the street trees along the Penick Avenue extension. The Shade Tree Commission shall review all landscape plans.
- **SIGNS:** There is no new signage proposed with the expansion.
- **LIGHTING:** The owner is proposing two lights poles that would be 25 feet tall along the bus drop-off road. The light fixtures would be cut-off style to be consistent with the other light fixtures on the school campus. Also, three wall packs would be located on the south wing building expansion. The lighting plan illumination shall achieve compliance with the zoning code and be approved by the City.

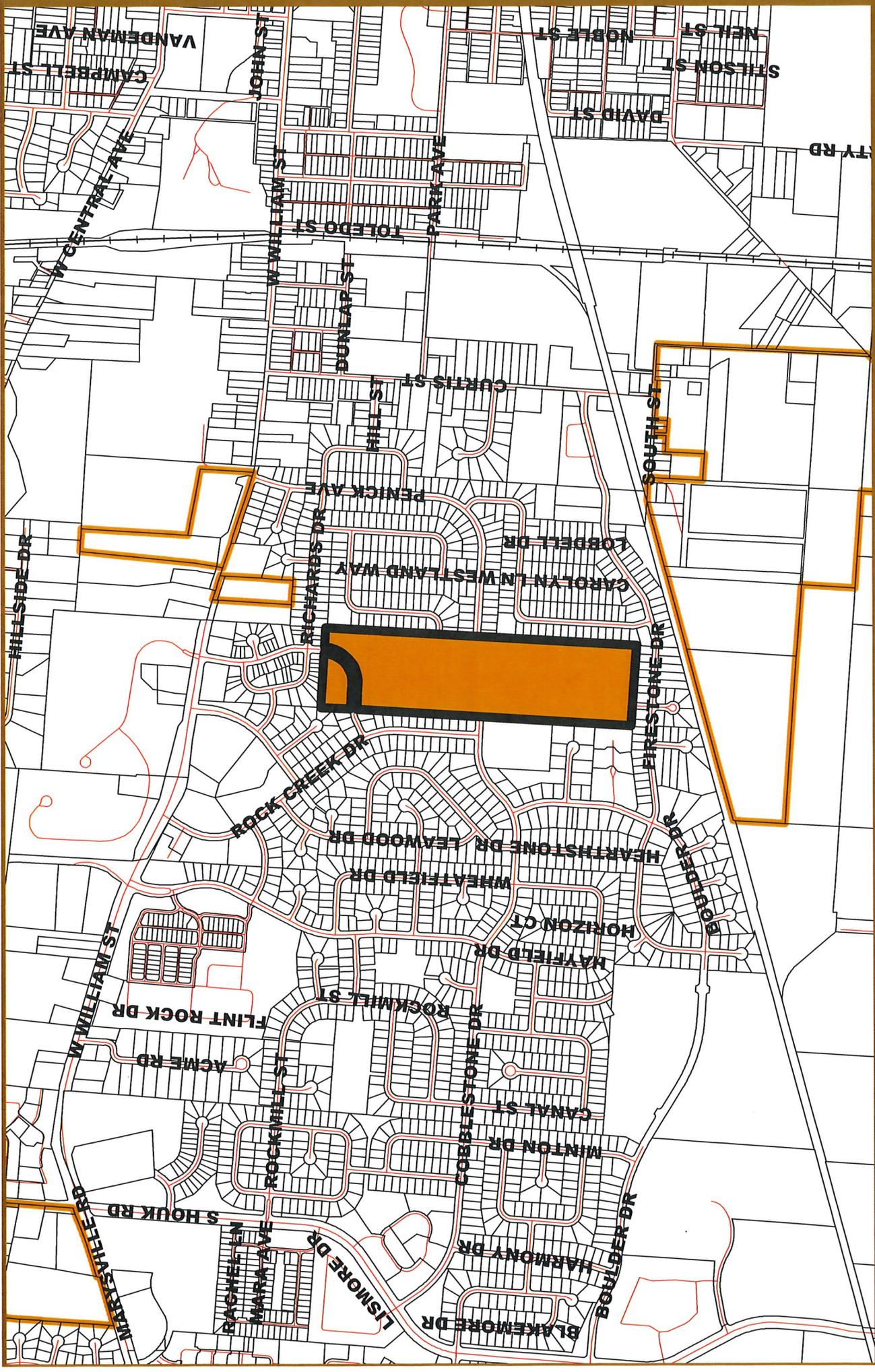
---

#### **STAFF RECOMMENDATION (2019-2590 – COMBINED PRELIMINARY & FINAL DEVELOPMENT PLAN)**

Staff recommends approval of a request by Delaware City Schools for a Combined Preliminary and Final Development Plan for an expansion to Schultz Elementary School located at 499 Applegate Lane on property zoned R-4 (Medium Density Residential District) which encompasses approximately 36.47 acres, with the following conditions that:

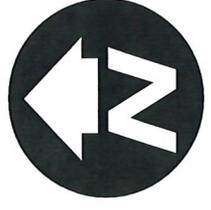
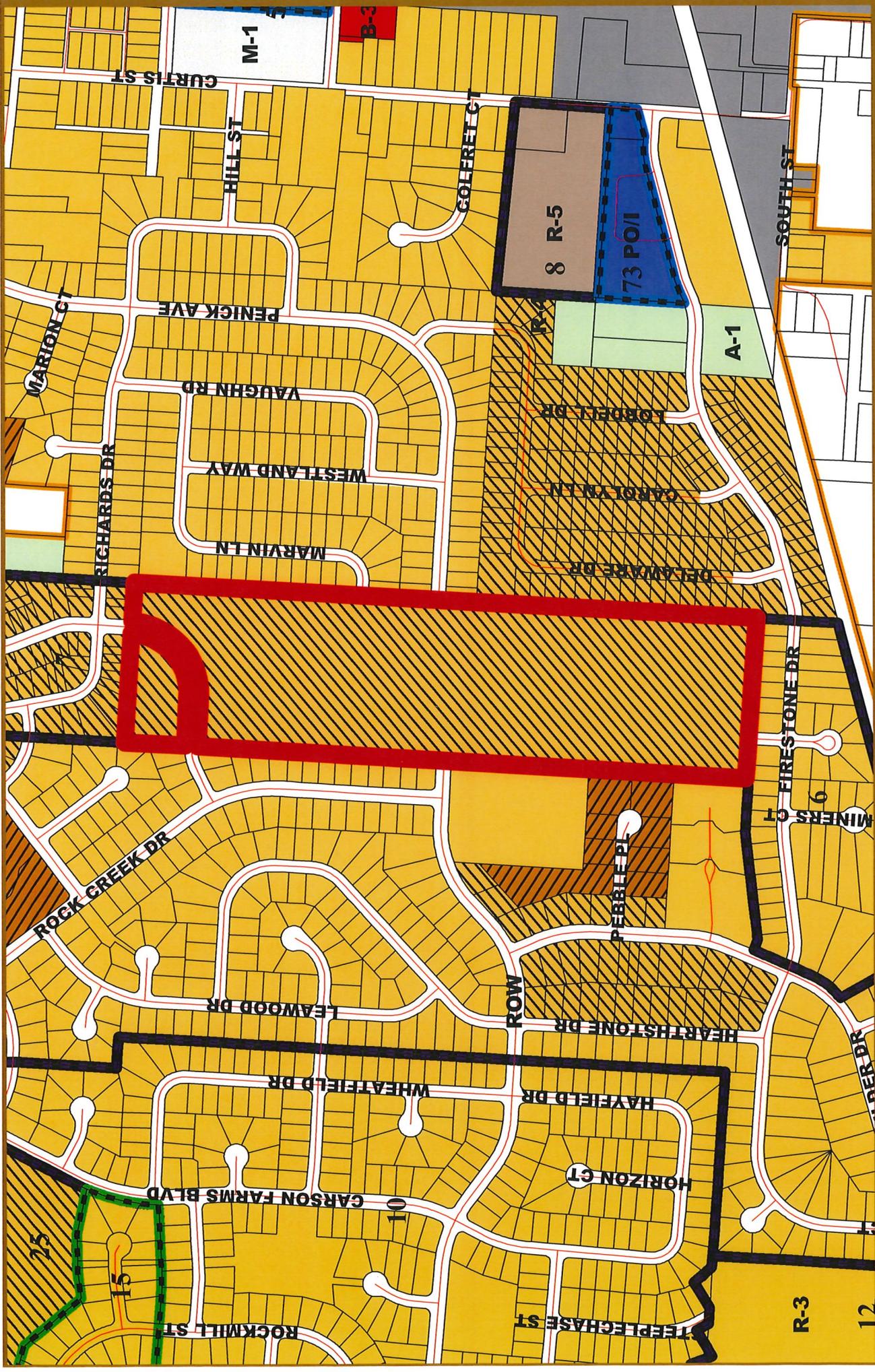
1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The school district shall construct and maintain the “T” turnaround at the terminus of Marvin Lane per the City Engineer.
3. Per the submitted tree survey, Schultz Elementary School achieves compliance with Chapter 1168 Tree Preservation Regulations.
4. Per the submitted tree survey, the school district shall replace the 10 caliper inches of trees being removed at the Dempsey Middle School prior to final occupancy approval for that project.
5. The school district shall plant evergreen trees a minimum 6-foot-high at installation between the proposed school bus drop-off road and the existing residential properties to the east from the school south to the Penick Avenue extension.
6. The school district shall install four street trees on the north side of Penick Avenue from the eastern property line to the school bus drop-off road.





2019-2590  
Combined Preliminary and Final Development Plan  
Schultz Elementary School - 499 Applegate Lane  
Location Map



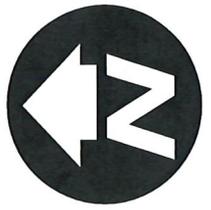


2019-2590  
 Combined Preliminary and Final Development Plan  
 Schultz Elementary School - 499 Applegate Lane  
 Zoning Map



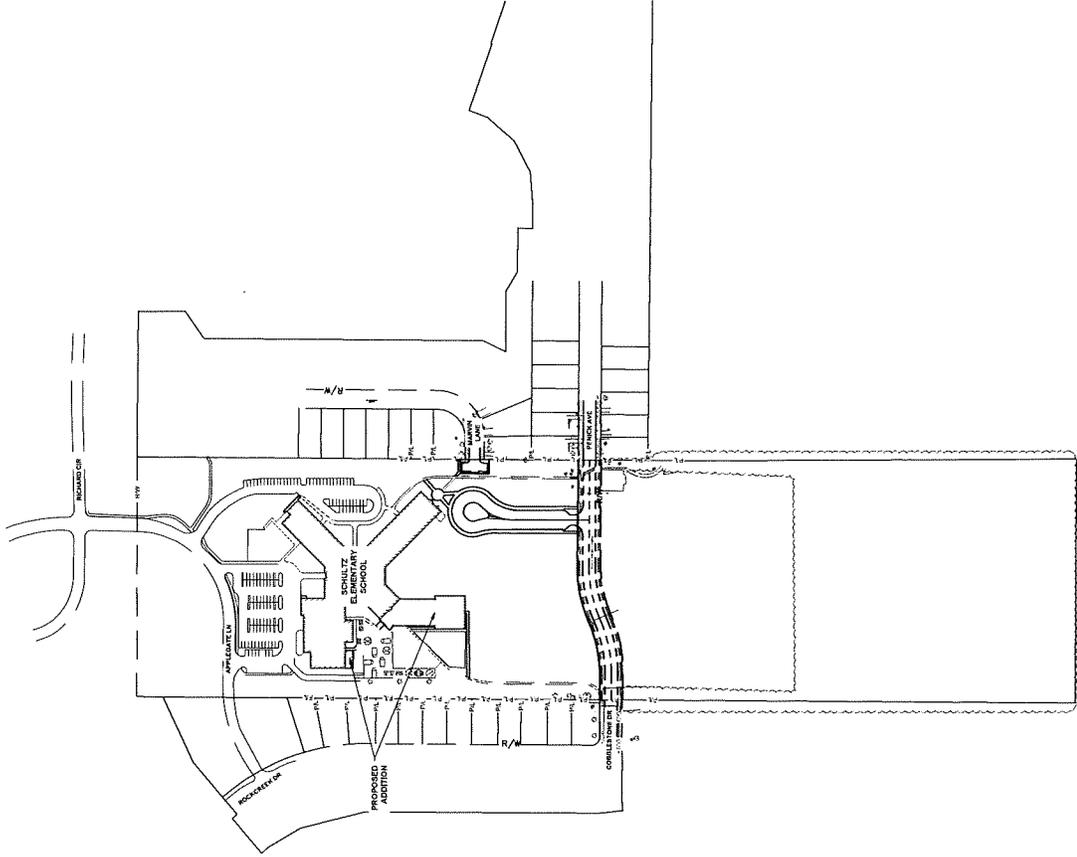
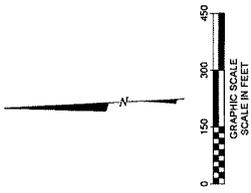
2019-2590  
Combined Preliminary and Final Development Plan  
Schultz Elementary School - 499 Applegate Lane  
Aerial (2016) Map





2019-2590  
Combined Preliminary and Final Development Plan  
Schultz Elementary School - 499 Applegate Lane  
Aerial (2016) Map





1995 - SCHULZ ELEMENTARY  
 177 East State Street, STE. 600  
 Columbus, OH 43215  
 Phone (614) 942-1050  
 main@inadarchitects.com



**C-000**  
 OVERALL SITE PLAN  
 SCHULZ ELEMENTARY  
 450 APPLICABLE LN  
 DELAWARE, OH 43015

**KORDA**  
 KORDA ASSOCIATES, INC.  
 5100 WOODBURN DRIVE  
 SUITE 200  
 COLUMBUS, OHIO 43215  
 (614) 865-1100  
 WWW.KORDA.COM

Drawn: MBE  
 Date: 10/06  
 Checked: MBE  
 Commissioned: MBE

PROJECT NO.: 2005-009  
 DATE: 10/06/06

NO.	DATE	REVISIONS	APPROVED

SCHULTZ ELEMENTARY  
DELAWARE CITY SCHOOLS

DEMOLITION PLAN

DATE ISSUED  
11/15/2019

SHEET  
3 / 14



172 East State Street, STE. 600  
Columbus, OH 43215  
Phone: (614) 942-1050  
main@triadarchitects.com

SCHEMATIC DESIGN  
DATE: 08/29/2019  
PROJECT: 15212019

C-002  
DEMOLITION PLAN

**KORDA**  
INC.  
1000  
COLUMBUS, OH 43215  
SCHULTZ ELEMENTARY  
450 APPLE GATE LN.  
DELAWARE, OH 43015

**LEGEND**

**EXISTING**

REFER TO TS&D A 152&D FOR EXISTING LEGEND

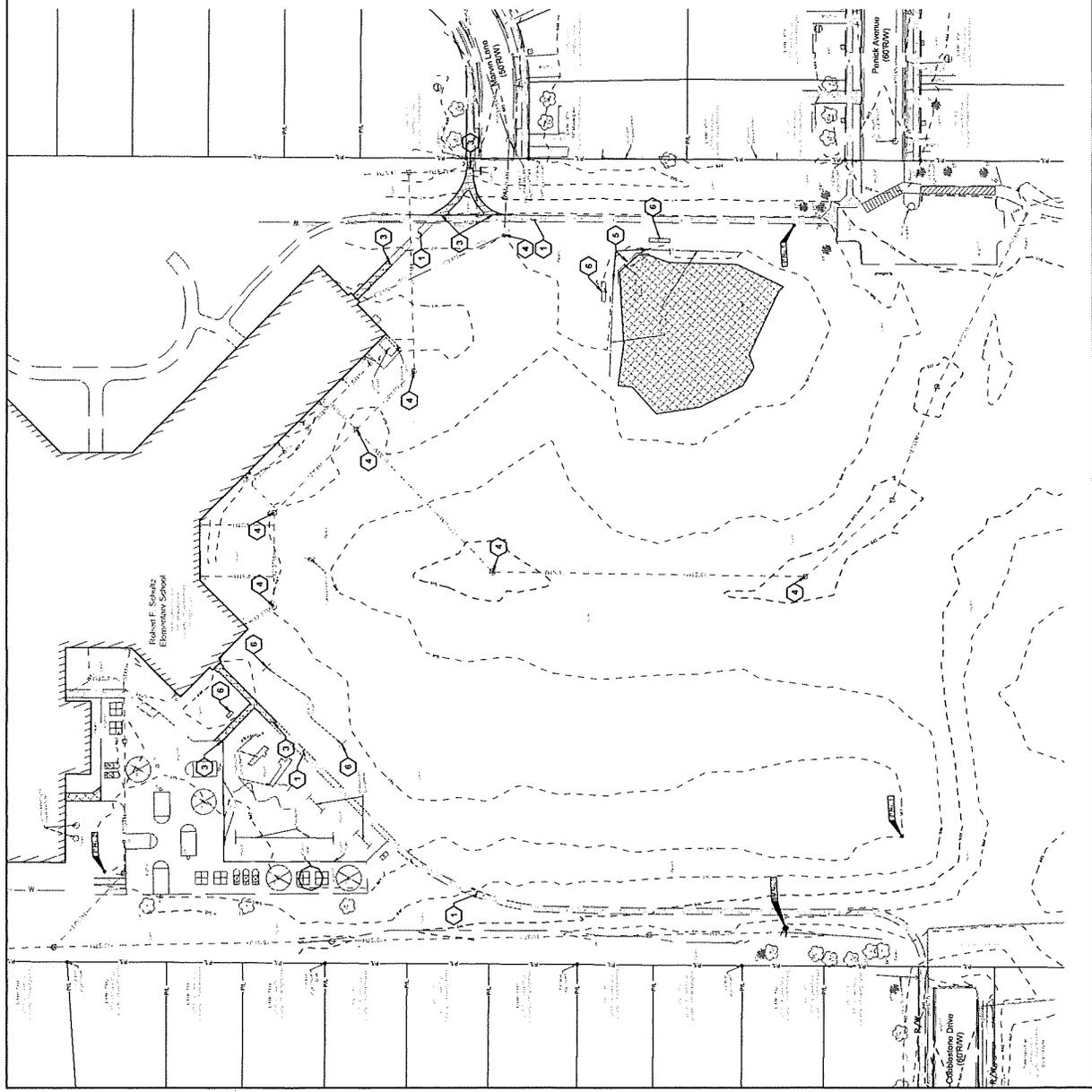
**PROPOSED**

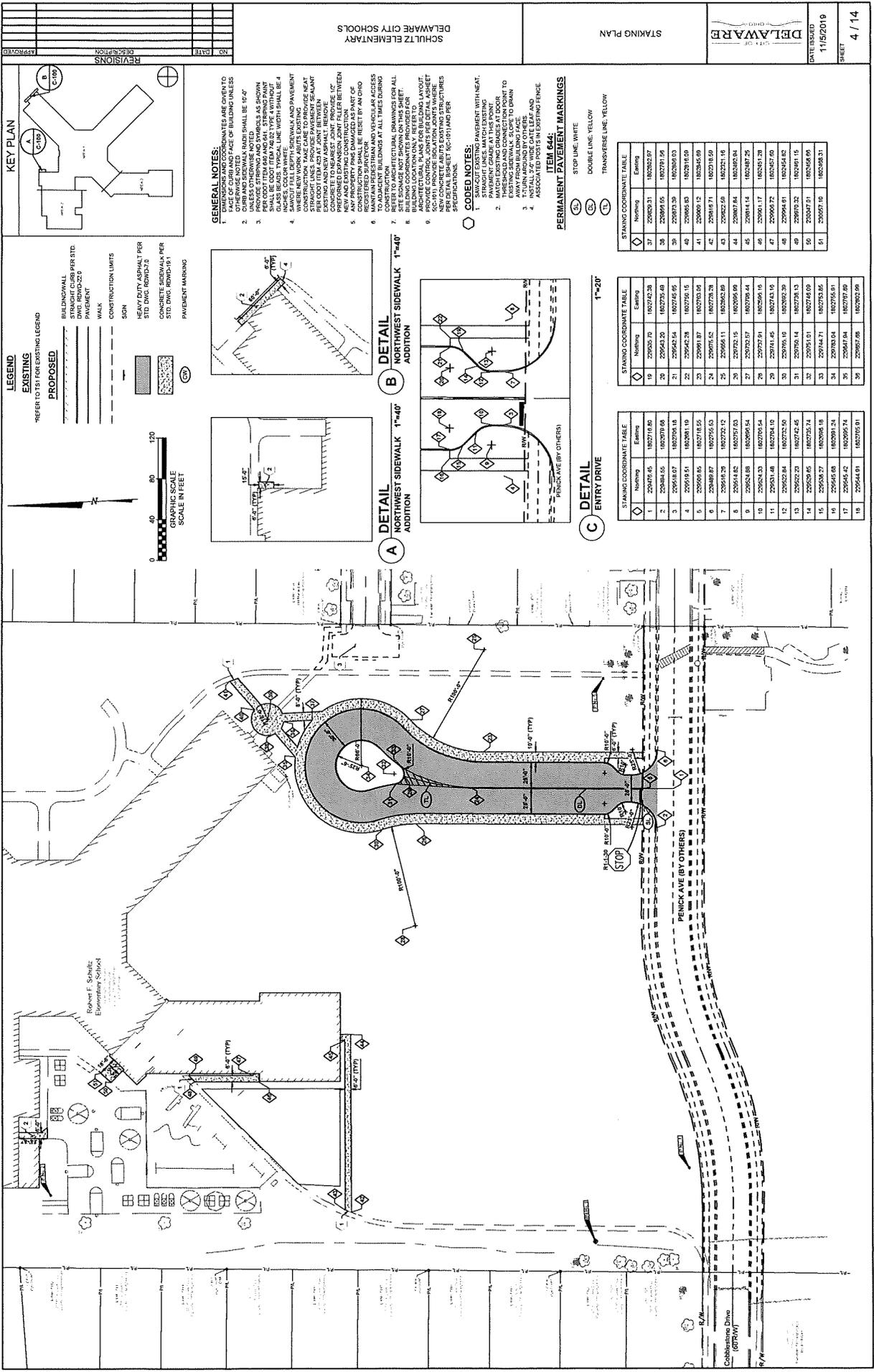
REMOVE EXISTING ASPHALT, GRAVEL AND CONCRETE PAVEMENT, CONCRETE SIDEWALKS, CURBS, GUTTERS, AND PAVEMENT BASE MATERIALS

GRAPHIC SCALE  
SCALE IN FEET

- GENERAL NOTES:**
1. SITE SURVEY PERFORMED BY KORDA/EMETH ENGINEERING, INC. DATED 8/20/19. REFER TO SHEETS 151-152 FOR ALL EXISTING SITE FEATURES.
  2. DISPOSE OF CONSTRUCTION DEBRIS OFF-SITE IN ACCORDANCE WITH LOCAL CODES.
  3. REMOVE AND DISPOSE OF ON-SITE FEATURES AS SHOWN ON THE PLAN.
  4. REMOVE EXISTING PAVEMENT TO FULL DEPTH USING CARE TO CUT NEAT, STRAIGHT LINES, OUT AT EXISTING JOINTS WHERE POSSIBLE.
  5. CONDUCTORS TO PROTECT EXISTING SITE FEATURES TO REMAIN OUTSIDE CONSTRUCTION LIMITS. REPAIR ANY DAMAGE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
  6. CONTROL DUST AT THE SITE. PROVIDE STREET CLEANING WHEN NECESSARY, AND WHEN REQUESTED BY OWNER.
  7. GRADE SITE DURING CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE TO EXISTING AND/OR PROPOSED STORM WATER MANAGEMENT SYSTEMS.
  8. PERFORM WORK IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.

- CODED NOTES:**
1. PROTECT EXISTING PAVEMENT/GRAVEL TO REMAIN.
  2. PROTECT EXISTING CONCRETE CURB OR GUTTER TO REMAIN.
  3. SAWCUT EXISTING PAVEMENT WITH NEAT, STRAIGHT LINES. MATCH EXISTING PAVEMENT GRADE AT THIS POINT.
  4. PROTECT EXISTING UTILITY STRUCTURE TO REMAIN. ADJUST TO FINAL GRADE.
  5. REMOVE EXISTING CHAIN LINK FENCE.
  6. REMOVE EXISTING FEATURE AND RETURN TO OWNER.



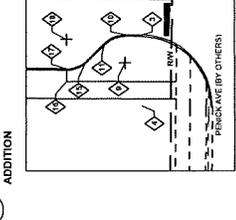
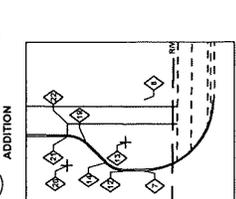
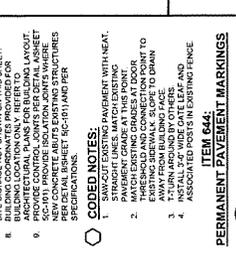
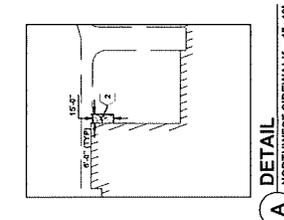
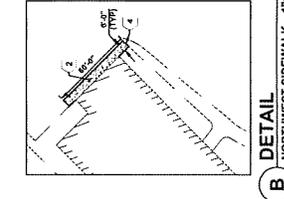


REVISIONS

NO.	DATE	DESCRIPTION	APPROVED

GENERAL NOTES:

1. DIMENSIONS AND CONDITIONS ARE GIVEN TO UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
2. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
3. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
5. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
6. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
7. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
8. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
9. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.
10. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE 1/4" UNLESS OTHERWISE NOTED.



PERMANENT PAVEMENT MARKINGS

ITEM 644:

- 1. STOP LINE, WHITE
- 2. DOUBLE LINE, YELLOW
- 3. TRANSVERSE LINE, YELLOW

STAGING COORDINATE TABLE

Staging	Ending
1	200476.45
2	200481.55
3	200486.65
4	200491.75
5	200496.85
6	200501.95
7	200507.05
8	200512.15
9	200517.25
10	200522.35
11	200527.45
12	200532.55
13	200537.65
14	200542.75
15	200547.85
16	200552.95
17	200558.05
18	200563.15
19	200568.25
20	200573.35
21	200578.45
22	200583.55
23	200588.65
24	200593.75
25	200598.85
26	200603.95
27	200609.05
28	200614.15
29	200619.25
30	200624.35
31	200629.45
32	200634.55
33	200639.65
34	200644.75
35	200649.85
36	200654.95
37	200660.05
38	200665.15
39	200670.25
40	200675.35
41	200680.45
42	200685.55
43	200690.65
44	200695.75
45	200700.85
46	200705.95
47	200711.05
48	200716.15
49	200721.25
50	200726.35
51	200731.45
52	200736.55
53	200741.65
54	200746.75
55	200751.85
56	200756.95
57	200762.05
58	200767.15
59	200772.25
60	200777.35
61	200782.45
62	200787.55
63	200792.65
64	200797.75
65	200802.85
66	200807.95
67	200813.05
68	200818.15
69	200823.25
70	200828.35
71	200833.45
72	200838.55
73	200843.65
74	200848.75
75	200853.85
76	200858.95
77	200864.05
78	200869.15
79	200874.25
80	200879.35
81	200884.45
82	200889.55
83	200894.65
84	200899.75
85	200904.85
86	200909.95
87	200915.05
88	200920.15
89	200925.25
90	200930.35
91	200935.45
92	200940.55
93	200945.65
94	200950.75
95	200955.85
96	200960.95
97	200966.05
98	200971.15
99	200976.25
100	200981.35

STAGING COORDINATE TABLE

Staging	Ending
1	200476.45
2	200481.55
3	200486.65
4	200491.75
5	200496.85
6	200501.95
7	200507.05
8	200512.15
9	200517.25
10	200522.35
11	200527.45
12	200532.55
13	200537.65
14	200542.75
15	200547.85
16	200552.95
17	200558.05
18	200563.15
19	200568.25
20	200573.35
21	200578.45
22	200583.55
23	200588.65
24	200593.75
25	200598.85
26	200603.95
27	200609.05
28	200614.15
29	200619.25
30	200624.35
31	200629.45
32	200634.55
33	200639.65
34	200644.75
35	200649.85
36	200654.95
37	200660.05
38	200665.15
39	200670.25
40	200675.35
41	200680.45
42	200685.55
43	200690.65
44	200695.75
45	200700.85
46	200705.95
47	200711.05
48	200716.15
49	200721.25
50	200726.35
51	200731.45
52	200736.55
53	200741.65
54	200746.75
55	200751.85
56	200756.95
57	200762.05
58	200767.15
59	200772.25
60	200777.35
61	200782.45
62	200787.55
63	200792.65
64	200797.75
65	200802.85
66	200807.95
67	200813.05
68	200818.15
69	200823.25
70	200828.35
71	200833.45
72	200838.55
73	200843.65
74	200848.75
75	200853.85
76	200858.95
77	200864.05
78	200869.15
79	200874.25
80	200879.35
81	200884.45
82	200889.55
83	200894.65
84	200899.75
85	200904.85
86	200909.95
87	200915.05
88	200920.15
89	200925.25
90	200930.35
91	200935.45
92	200940.55
93	200945.65
94	200950.75
95	200955.85
96	200960.95
97	200966.05
98	200971.15
99	200976.25
100	200981.35

STAGING COORDINATE TABLE

Staging	Ending
1	200476.45
2	200481.55
3	200486.65
4	200491.75
5	200496.85
6	200501.95
7	200507.05
8	200512.15
9	200517.25
10	200522.35
11	200527.45
12	200532.55
13	200537.65
14	200542.75
15	200547.85
16	200552.95
17	200558.05
18	200563.15
19	200568.25
20	200573.35
21	200578.45
22	200583.55
23	200588.65
24	200593.75
25	200598.85
26	200603.95
27	200609.05
28	200614.15
29	200619.25
30	200624.35
31	200629.45
32	200634.55
33	200639.65
34	200644.75
35	200649.85
36	200654.95
37	200660.05
38	200665.15
39	200670.25
40	200675.35
41	200680.45
42	200685.55
43	200690.65
44	200695.75
45	200700.85
46	200705.95
47	200711.05
48	200716.15
49	200721.25
50	200726.35
51	200731.45
52	200736.55
53	200741.65
54	200746.75
55	200751.85
56	200756.95
57	200762.05
58	200767.15
59	200772.25
60	200777.35
61	200782.45
62	200787.55
63	200792.65
64	200797.75
65	200802.85
66	200807.95
67	200813.05
68	200818.15
69	200823.25
70	200828.35
71	200833.45
72	200838.55
73	200843.65
74	200848.75
75	200853.85
76	200858.95
77	200864.05
78	200869.15
79	200874.25
80	200879.35
81	200884.45
82	200889.55
83	200894.65
84	200899.75
85	200904.85
86	200909.95
87	200915.05
88	200920.15
89	200925.25
90	200930.35
91	200935.45
92	200940.55
93	200945.65
94	200950.75
95	200955.85
96	200960.95
97	200966.05
98	200971.15
99	200976.25
100	200981.35

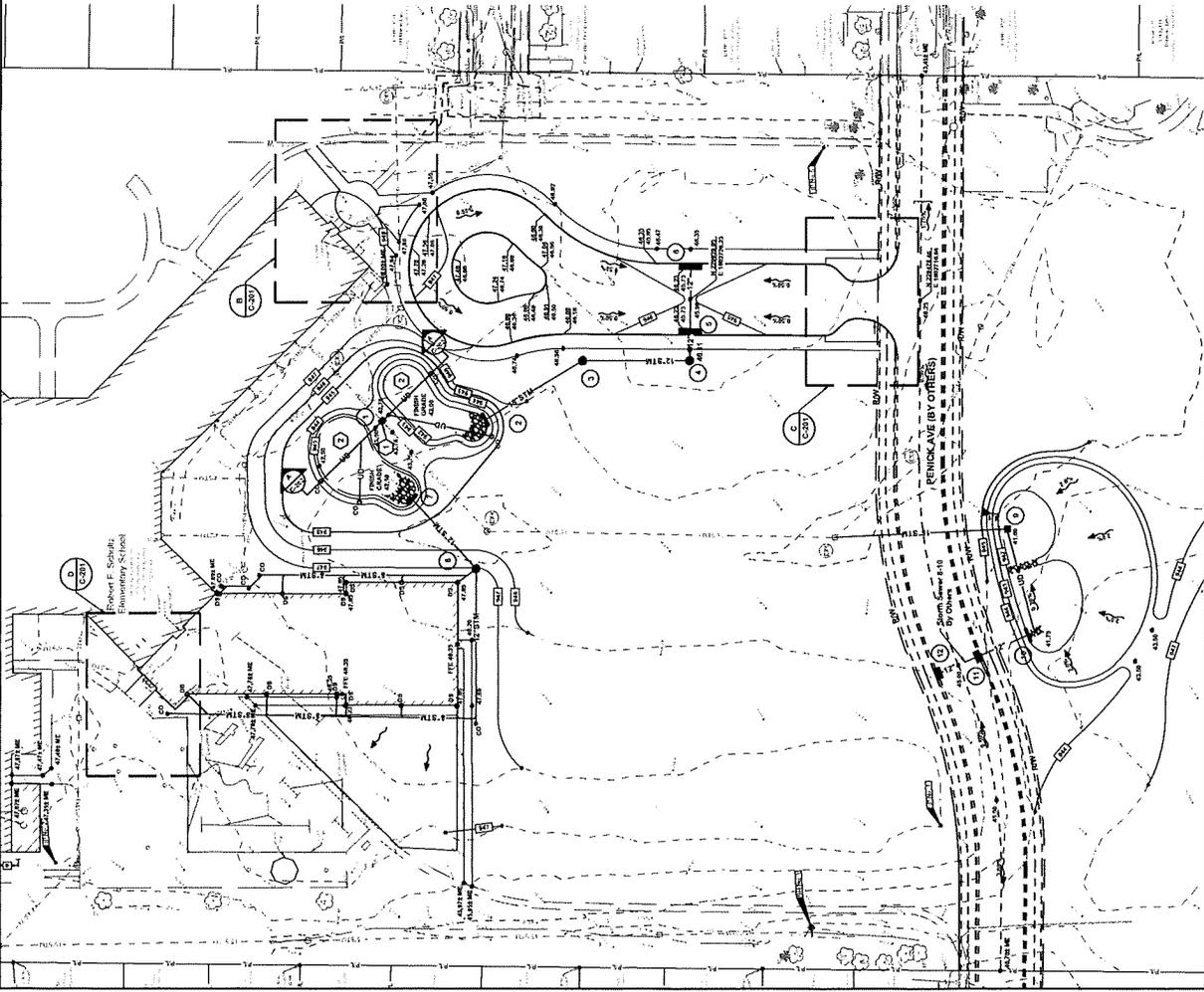
STAGING COORDINATE TABLE

Staging	Ending
1	200476.45
2	200481.55
3	200486.65
4	200491.75
5	200496.85
6	200501.95
7	200507.05
8	200512.15
9	200517.25
10	200522.35
11	200527.45
12	200532.55
13	200537.65
14	200542.75
15	200547.85
16	200552.95
17	200558.05
18	200563.15
19	200568.25
20	200573.35
21	200578.45
22	200583.55
23	200588.65
24	200593.75
25	200598.85
26	200603.95
27	200609.05
28	200614.15
29	200619.25
30	200624.35
31	200629.45
32	200634.55
33	200639.65
34	200644.75
35	200649.85
36	200654.95
37	200660.05
38	200665.15
39	200670.25
40	200675.35
41	200680.45
42	200685.55
43	200690.65
44	200695.75
45	200700.85
46	200705.95
47	200711.05
48	200716.15
49	200721.25
50	200726.35
51	200731.45
52	200736.55
53	200741.65
54	200746.75
55	200751.85
56	200756.95
57	200762.05
58	200767.15
59	200772.25
60	200777.35
61	200782.45
62	200787.55
63	200792.65
64	200797.75
65	200802.85
66	200807.95
67	200813.05
68	200818.15
69	200823.25
70	200828.35
71	200833.45
72	200838.55
73	200843.65
74	200848.75
75	200853.85
76	200858.95
77	200864.05
78	200869.15
79	200874.25
80	200879.35
81	200884.45
82	200889.55
83	200894.65
84	200899.75
85	200904.85
86	200909.95
87	200915.05
88	200920.15
89	200925.25
90	200930.35
91	200935.45
92	200940.55
93	200945.65
94	200950.75
95	200955.85
96	200960.95
97	200966.05
98	200971.15
99	200976.25
100	200981.35

STAGING COORDINATE TABLE

Staging	Ending
1	200476.45
2	200481.55
3	200486.65
4	200491.75
5	200496.85
6	200501.95
7	200507.05
8	200512.15
9	200517.25
10	200522.35
11	200527.45
12	200532.55</





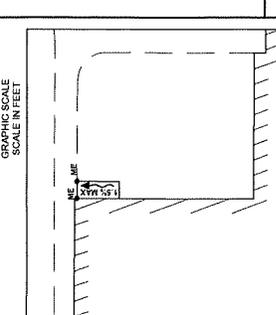
**LEGEND**

**EXISTING**

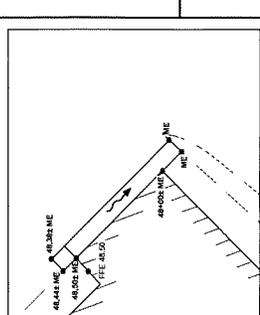
- Intersecting Contour
- Intermittent Contour
- Building Wall
- Storm Sewer
- Underdrain
- Cut and Plug Existing Utility
- Abandon Existing Utility
- Remove Existing Utility
- Catch Basin
- Curb & Outlet Inlet
- Manhole
- Remove Ex. Station
- Structure Number
- Spot Elevation
- Top of Curb
- Top of Catch
- Center Elevation of Face of Curb
- Center Elevation of Face of Catch
- Flow Direction Arrow
- High (Crown) Point
- 4" - 8" Catcher, 18" Depth

**REVISIONS**

NO.	DATE	DESCRIPTION	APPROVED



**A** DETAIL  
NORTHWEST SIDEWALK ADDITION  
1"=20"



**B** DETAIL  
NORTHWEST SIDEWALK ADDITION  
1"=20"

SCHULTZ ELEMENTARY  
DELAWARE CITY SCHOOLS

GRADING AND STORM SEWER PLAN

DATE ISSUED  
11/15/2019  
SHEET  
6 / 14



172 East State Street, STE. 600  
Columbus, OH 43215  
Phone (614) 942-1050  
mfr@underarchitects.com



1099 - SCHULTZ ELEMENTARY  
DESIGN DEVELOPMENT 10-11-2019

**GENERAL NOTES:**

1. PROVIDE 15 UNDERDRAINS IN FOUR DIRECTIONS AT CATCH BASINS IN PAVEMENT.
2. PAVEMENT ELEVATIONS REFER TO FINISHED PAVEMENT ELEVATION AT FACE OF CURB UNLESS OTHERWISE NOTED.
3. ADD 800 TO SPOT ELEVATIONS TO OBTAIN U.S. ELEVATIONS.
4. CONSTRUCTION WORK WILL NOT BE PERMITTED WITHOUT APPROVED PLANS AND INSPECTION.
5. PERFORM WORK IN ACCORDANCE WITH CITY OF DELAWARE MATERIAL SPECIFICATIONS AND STANDARD CONSTRUCTION DRAWINGS. IN CASE OF A DISCREPANCY BETWEEN CITY OF DELAWARE REQUIREMENTS AND PROJECT SPECIFICATIONS, CITY OF DELAWARE STANDARDS SHALL GOVERN.
6. SOIL EROSION AND DEMONSTRATION BMP MEASURES PER SHEET 190-2041 (10/2017) SHALL BE COMPLETED INCLUDING GRASS BENS WELL ESTABLISHED AND/OR PERMANENT EROSION AND SEDIMENT CONTROL MEASURES IN PLACE. BMP MEASURES SHALL BE TO THE SATISFACTION OF THE CITY OF DELAWARE.
7. CONTROL OUST ON THE SITE AND PREVENT TRACKING SOIL OFF SITE. CONTRACTOR SHALL, AT THE END OF EACH WORKING DAY, CLEAN DIRT AND SEDIMENT TRACKING ONTO STREETS.
8. REMOVE SEDIMENT FROM DETENTION AREAS, OUTLET STRUCTURES, AND UNDERDRAINS ONCE FINAL SEED HAS BEEN ESTABLISHED.
9. DIMENSIONS AND COORDINATES ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
10. EXTEND UTILITIES TO WITHIN 2' OF FACE OF BUILDING UNLESS OTHERWISE NOTED. COORDINATE EXISTING UTILITIES WITH GRADING CONTRACTOR FOR FINAL CONNECTION BY UTILITIES CONTRACTOR.
11. MAXIMUM FINISH SLOPES SHALL BE .4% UNLESS OTHERWISE NOTED.
12. COORDINATES AND ELEVATIONS BASED ON SURVEY PERFORMED BY KORDA/MEHREZ ENGINEERING.
13. CONTRACTOR SHALL SETUP AND RESPONSIBLE FOR FINAL TOPSOIL THROUGHOUT THE SITE PRIOR TO EXCAVATION. UPON COMPLETION OF FINAL GRADING, PROVIDE FINISHES OF TOPSOIL AND SEED AREAS DISTURBED BY CONSTRUCTION INCLUDING LAYDOWN AREAS AND TRAILER LOCATIONS IF LOCATED WITHIN LAYOUT. MANHOLE AND OTHER APPURTENANCES TO REMAIN LOCATED WITHIN THE WORK LIMITS SHALL BE ADJUSTED TO FINISH GRADE.
14. EXISTING VALVES, MANHOLES, AND OTHER APPURTENANCES TO REMAIN LOCATED WITHIN THE WORK LIMITS SHALL BE ADJUSTED TO FINISH GRADE.
15. OUTLET CURB UNDERDRAIN TO ADJACENT EXISTING UNDERDRAINS OR STORM SEWER SYSTEM.
16. EXPOSE UTILITIES AS NEEDED THIS CORPUS PRIOR TO BEGINNING WORK ON THAT UTILITY TO DETERMINE EFFECT ON THE PROPOSED ALIGNMENT AND PROFILE. REPORT ELEVATION AND LOCATION TO THE ENGINEER IN WRITING THAT ANY CORRECTIONS TO THE ELEVATION AND LOCATION CAN BE MADE.
17. CONCRETE ADJACENT TO BUILDING SHALL BE SLOPED AWAY FROM BUILDING AT 2.0% UNLESS OTHERWISE NOTED.
18. ALL EXISTING UNDERDRAIN DIMENSIONS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.

**CODED NOTES**

1. OUTLET CONTROL STRUCTURE (P1). SEE DETAIL AC-202.
2. BQ RETENTION BASIN (INFILTRATION). SEE DETAIL AC-201.
3. EXISTING CATCH BASIN TO BE ADJUSTED TO GRADE (BY OTHERS).
4. OUTLET CONTROL STRUCTURE (P6). SEE DETAIL AC-202.

**C-200**  
GRADING AND STORM SEWER PLAN  
SCHULTZ ELEMENTARY  
DELAWARE CITY SCHOOLS  
DELAWARE, OH 43015

**KORDA**  
1570 WATERMARK DRIVE  
COLUMBUS, OHIO 43215  
PH: 614.291.1100  
WWW.KORDA.COM

Drawn: MFC  
Checked: MFC  
Date: 11/15/2019

NO.	DATE	REVISIONS	APPROVER

DELAWARE  
SCHULTZ ELEMENTARY  
DELAWARE CITY SCHOOLS

GRADING AND STORM SEWER DETAILS  
DELAWARE

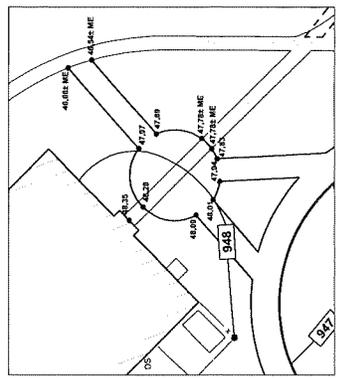
DATE ISSUED: 11/05/2019  
SHEET: 8 / 14

**KORDA**  
ENGINEERING  
1620 WATERMARK DRIVE  
COLUMBUS, OHIO 43215  
PH: 614.881.8000  
WWW.KORDA.COM

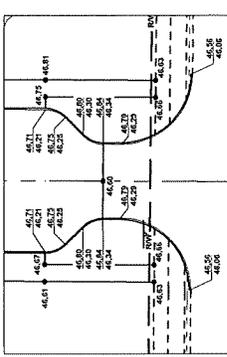
**SCHULTZ ELEMENTARY**  
DELAWARE CITY SCHOOLS  
DELAWARE, OH 43015

Drawn: RNE  
Checked: JMC  
Approved: JMC

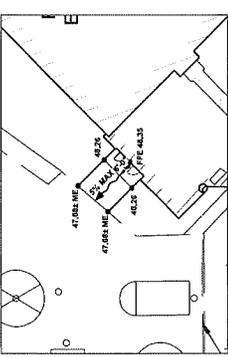
**C-201**  
STORM SEWER  
DETAILS



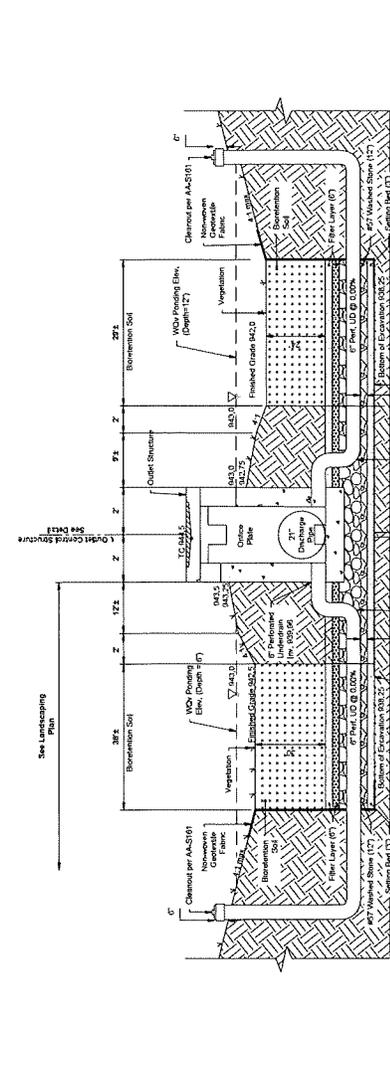
**B** DETAIL MAIN SIDEWALK ENTRY 1"=20'



**C** DETAIL ENTRY DRIVE 1"=20'



**D** DETAIL PLAYGROUND ACCESS 1"=20'



- NOTES:**
1. Installation of bioretention basin shall not commence until final site elevations have been established, exterior and adjacent existing structures have been included, and all upstream areas are fully established. Construction traffic is prohibited within the limits of the bioretention areas. Bioretention basin shall be protected from sediment and construction debris. No other material shall be mixed, compacted, or poured into bioretention areas.
  2. Contractor shall construct the bioretention basin to the dimensions and grades shown on Sheet C20. Care shall be taken to build the bottom of the excavation is not compacted.
  3. Non-woven geotextile fabric shall be 15' fabric (120W) or equal, placed uniformly at the perimeter of the bioretention only with 18" max. overlaps at top and bottom of excavation. Stake overlaps per manufacturer's instructions and maintain during basin construction.
  4. Slightly uncompacted subgrade by raking, shaking, or filling to a minimum depth of 4". Place 3" sand setting bed (DOT Item 702.00) uniformly in bottom of excavation and lightly rake.
  5. Place #7 wrapped stone in layers not more than 6 inches in loose depth. Place by hand or with small equipment. Do not compact subgrade or sand surface layer while placing storage layer. Do not overly compact #77 stone.
  6. Underdrain shall be 6" min. PVC (Schedule 40) perforated pipe, placed on 3" min. bedding with perforations facing downward. Connect underdrain to outlet structure.
  7. Filter layer shall consist of 3" coarse aggregate (#78 stone per DOT Item 702.20) overlain with 3" sand (DOT Item 702.05). Place uniformly over #77 stone and lightly rake.
  8. Bioretention soil shall consist of:
    - 5 parts clean sand (A.A. ASPTO #4), by weight (have: the maximum is 60%, organic matter by volume)
    - 1 part native soil (loam, all loam, or clay loam texture), and 2.5 parts decomposed organic matter (leaf compost, pine bark fines, mulch fines, etc.). Furnish a quantity of 100 cubic feet per 100 square feet of surface area.
    - texture class: loamy sand, having no less than 85% sand and no greater than 10% clay considering only the mineral fraction of the soil
    - pH range: 5.2-7.0
    - maximum organic matter: 10%
    - maximum nitrogen: 20 mg/kg
    - maximum phosphorus: 10 mg/kg
    - maximum potassium: 10 mg/kg
    - infiltration rate: > 2.0 in/hr
  9. Place bioretention soil mix in layers not more than 12 inches in loose depth. Place by hand or with small equipment. If using small equipment, refractive soils that have been compacted by raking, shaking, or filling to a minimum depth of 4".
  10. Bioretention facilities shall be planted with a mixture of grasses and/or other native vegetation that can withstand prolonged periods in a wet environment.
  11. Mulch and vegetation establishment shall be done by the contractor. In areas where the contractor is unable to establish vegetation, the contractor shall provide a minimum of 4" of mulch and plant native vegetation. The contractor shall be responsible for the maintenance of the bioretention basin. The contractor shall be responsible for the maintenance of the bioretention basin. The contractor shall be responsible for the maintenance of the bioretention basin.

**A** BIORETENTION BASIN INFILTRATION N.T.S.

172 East State Street, STE. 600  
Columbus, OH 43215  
Phone: (614) 942-1050  
main@tridarchitects.com

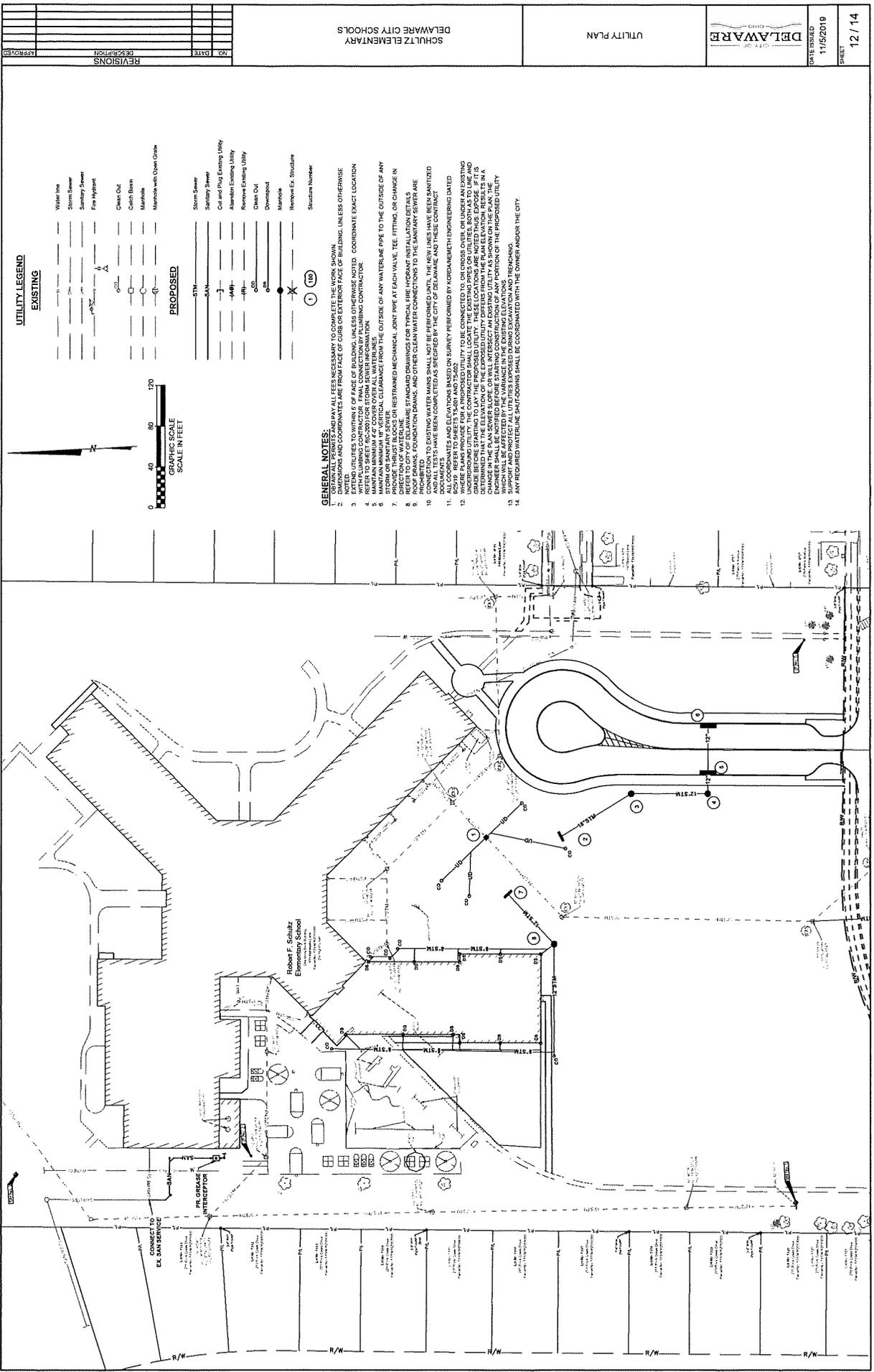


DELAWARE  
SCHULTZ ELEMENTARY  
DELAWARE CITY SCHOOLS  
DELAWARE, OH 43015









**UTILITY LEGEND**

EXISTING		PROPOSED	
Water line	---	Storm Sewer	---
Sanitary Sewer	---	Catch Basin	○
Fire Hydrant	○	Manhole	○
Gas	---	Manhole with Open Dome	○
Electric	---	Storm Sewer	---
Telephone	---	Sanitary Sewer	---
Other	---	Catch Basin	○
		Manhole	○
		Manhole with Open Dome	○
		Storm Sewer	---
		Sanitary Sewer	---
		Catch Basin	○
		Manhole	○
		Manhole with Open Dome	○
		Storm Sewer	---
		Sanitary Sewer	---
		Catch Basin	○
		Manhole	○
		Manhole with Open Dome	○

**GENERAL NOTES:**

1. ALL UTILITIES SHALL BE PLACED AND PAID AS NECESSARY TO COMPLETE THE WORK SHOWN ON THIS PLAN.
2. DIMENSIONS AND COORDINATES ARE FROM FACE OF CURB OR EXTERIOR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
3. EXTEND UTILITIES TO WITHIN 5' OF FACE OF BUILDING, UNLESS OTHERWISE NOTED. COORDINATE EXACT LOCATION TO BE SET BY THE CONTRACTOR.
4. REFER TO SHEETS TS-200 AND TS-202 FOR SANITARY SEWER CONNECTIONS TO THE SANITARY SEWER MAIN.
5. MAINTAIN MINIMUM 4" COVER OVER ALL WATERLINES.
6. MAINTAIN MINIMUM 18" CLEARANCE FROM EXISTING OR PROPOSED STRUCTURES.
7. STORM OR SANITARY SEWER SHALL CLEARANCE FROM THE OUTSIDE OF ANY WATERLIME PIPE TO THE OUTSIDE OF ANY DIRECTION OF WATERLINE.
8. REFER TO CITY OF DELAWARE STANDARDS FOR TYPICAL FIRE HYDRANT INSTALLATION DETAILS.
9. REFER TO CITY OF DELAWARE STANDARDS FOR TYPICAL CLEANOUT INSTALLATION DETAILS.
10. PROHIBITED FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
11. AND ALL TESTS HAVE BEEN COMPLETED AS SPECIFIED BY THE CITY OF DELAWARE AND THESE CONTRACT DOCUMENTS.
12. DOCUMENTS AND ELEVATIONS BASED ON SURVEY PERFORMED BY KORDA INC. ENGINEERS DATED 08/14/2018.
13. ELEVATIONS REFER TO SHEETS TS-200 AND TS-202.
14. UNDERGROUND UTILITIES, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES, NOT AS TO MAKE OR CHANGE BEFORE STARTING TO LAY THE PROPOSED UTILITY. THESE LOCATIONS ARE NOTED THIS PURPOSE. IF IT IS CHANGE IN THE PLAN SEVER SLOPE, OR WILL INTERSECT AN EXISTING UTILITY AS SHOWN ON THE PLAN, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING UTILITY AS SHOWN ON THE PLAN, THE WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.
15. SUPPORT AND PROTECT ALL UTILITIES EXPOSED DURING EXCAVATION AND TRENCHING.
16. ANY REQUIRED WAREHOUSING AND STAGING SHALL BE COORDINATED WITH THE OWNER AND/OR THE CITY.

Station Number

1 100

NO.	DATE	REVISIONS	APPROVED

SCHULTZ ELEMENTARY  
SCHWARTZ CITY SCHOOLS

UTILITY PLAN

DATE ISSUED 11/5/2019  
SHEET 12 / 14

172 East State Street, STE. 600  
Columbus, OH 43215  
Phone: (614) 942-1050  
mtr@indarchitects.com

**KORDA** ENGINEERS ARCHITECTS  
1550 WATERMARK DRIVE  
COLUMBUS, OHIO 43215  
Phone: (614) 942-1050  
Fax: (614) 942-1051  
www.korda.com

Drawn: MKE  
Checked: MKE  
Commission: 1005

**C-300**  
UTILITY PLAN

**SCHULTZ ELEMENTARY**  
SCHWARTZ CITY SCHOOLS  
172 EAST STATE STREET  
COLUMBUS, OH 43215

1956 - SCHULTZ ELEMENTARY  
COPYRIGHT TRSARCHITECTS LTD  
SCHEMATIC DESIGN  
125 ON DEVELOPMENT 10/19/2019



**GENERAL NOTES**

- EACH CONTRACTOR IS TO VERIFY WITH OWNER AND UTILITY COMPANIES THE EXISTING UTILITIES AND LOCATIONS OF ALL UTILITIES IN THE FIELD. THE ACTUAL LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES SHALL BE SHOWN ON THE CONSTRUCTION PLANS. CALL UTILITIES BEFORE CONSTRUCTION.
- DO NOT REMOVE EXISTING TREES UNLESS SPECIFICALLY NOTED ON THE CONSTRUCTION PLANS. VERIFY TREE QUALITY AND CROWN. DO NOT START ANY WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. VERIFY LIMITS OF WORK BEFORE STARTING.
- CONTRACTOR RESPONSIBLE FOR COST OF REPAIRS TO EXISTING SITE SATISFACTION OF THE OWNER.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN LAWN AREAS.
- FINISH GRADE LAWN AREAS TO PRODUCE A SMOOTH AND CONTINUAL GRADE FREE OF IRREGULARITIES OR DEPRESSIONS.
- CONTRACTOR SHALL SEED ALL AREAS DISTURBED DURING CONSTRUCTION. SEE PLAN.
- ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE U.S.A.
- ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF LANDSCAPE ARCHITECTS.

**CONSTRUCTION NOTES**

- LAWN AREA WILL BE TOPSOIL OR RE-APPLIED TOPSOIL. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.

**LEGEND**

- EXISTING TREES TO REMAIN
- REPLACEMENT TREES
- STREET TREES - BY CITY OF DELAWARE

**PRELIMINARY**  
NOT FOR CONSTRUCTION

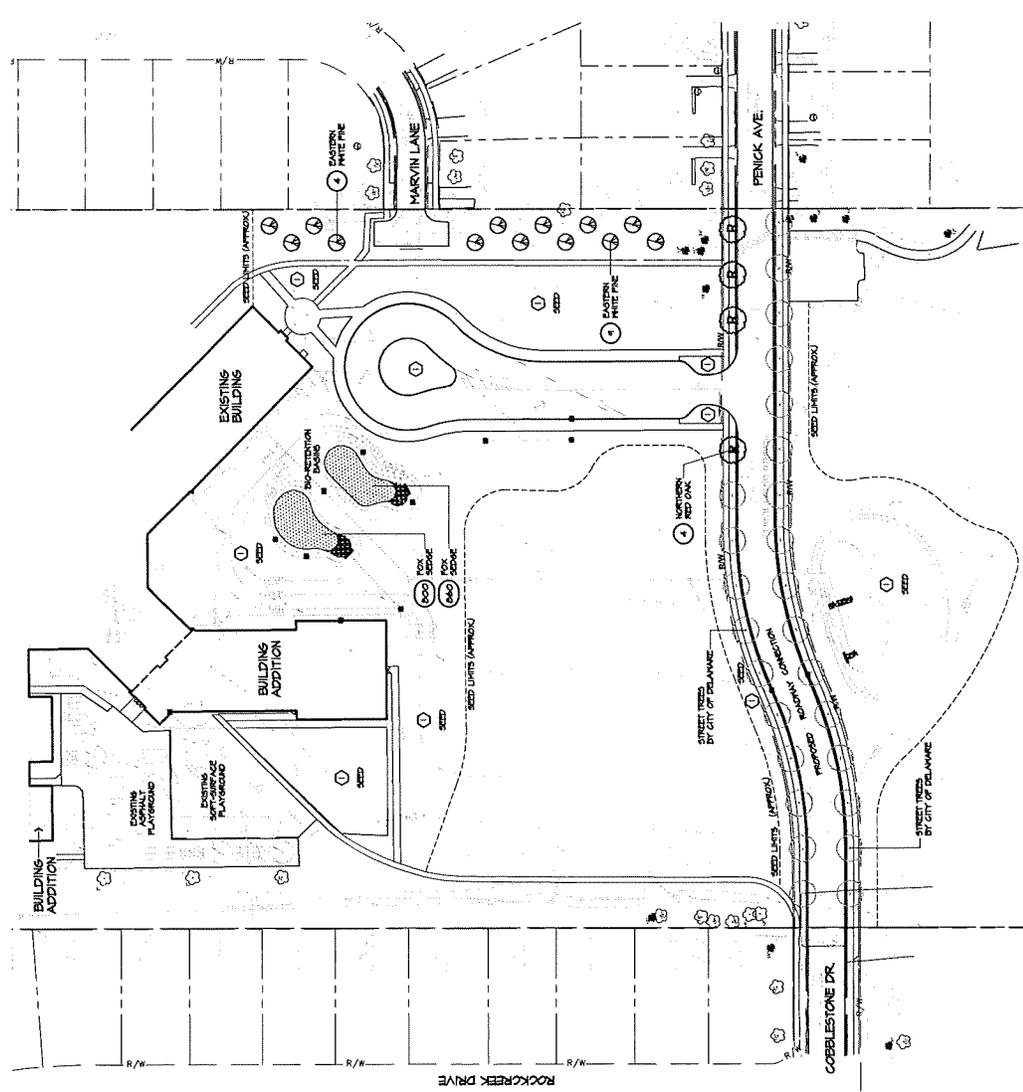
**EDGE**  
LANDSCAPE ARCHITECTURE - CONSULTANT  
100 MARKET STREET, SUITE 300  
COLUMBUS, OHIO 43215  
614-885-2343

**SCHULTZ ELEMENTARY SCHOOL - ADDITIONS**  
DELAWARE CITY SCHOOLS  
599 PENNSYLVANIA AVE.  
DELAWARE, OH 43015



Project Status  
11/05/2019

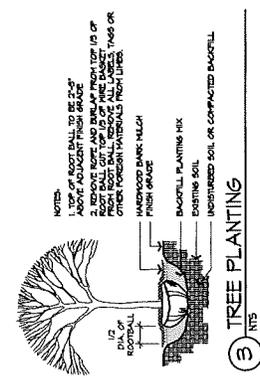
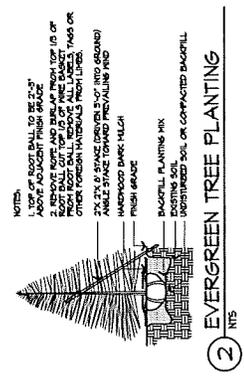
1592 - GEORGE WASHINGTON SCHOOL - ADDITIONS  
**L-201**  
DRAWN BY: Andrew  
CHECKED BY: Chris  
PROJECT NUMBER: 190



**1 SCHULTZ ELEMENTARY SCHOOL**  
SCALE: 1" = 50'

CITY	COMMON NAME	BOTANICAL NAME	ROOT	REMARKS	REPLACEMENT CREDIT
4	REPLACEMENT TREES				
4	NORTHERN RED OAK	Quercus rubra	D18	SPACED @ 40' O.C. PER PLAN FINAL SPACES FOR SHADE TREE CONSIDERATION ONLY	(4) TREES @ 2.5' EA = 10 10 CALIPER INCHES
5	EVERGREEN TREES				
5	EASTERN WHITE PINE	Pinus strobus	D18	0' 1/2"	10' HGT / 2" = 24 24 CALIPER INCHES
	PERSONALLY ORNAMENTAL BRANCHED SCISSORS				
10A0	FOX SODGE	Carex vulpinoidea	Cont.	SPACED @ 8' O.C.	

PROJECT SITE	MAJOR TREES REMOVED (DIN)
CARLETON ELEMENTARY SCHOOL	0'
DRUMMET MIDDLE SCHOOL	10'
SCHULTZ ELEMENTARY SCHOOL	14'
TOTAL MAJOR TREES REMOVED	24'
REQUIRING REPLACEMENT PER 10A-04	
TOTAL REPLACEMENT TREES PROVIDED	41'



NO.	DATE	DESCRIPTION	APPROVED

SCHULTZ ELEMENTARY  
DELAWARE CITY SCHOOLS

SITE LIGHTING CALCULATION



DATE ISSUED  
11/6/2019  
SHEET  
13/14

172 East State Street, STE. 600  
Columbus, OH 43215  
Phone: (614) 942-1050  
mjh@tridarchitects.com



SCHEMATIC DESIGN  
DESIGN DEVELOPMENT  
10/21/2019

STATISTICS

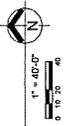
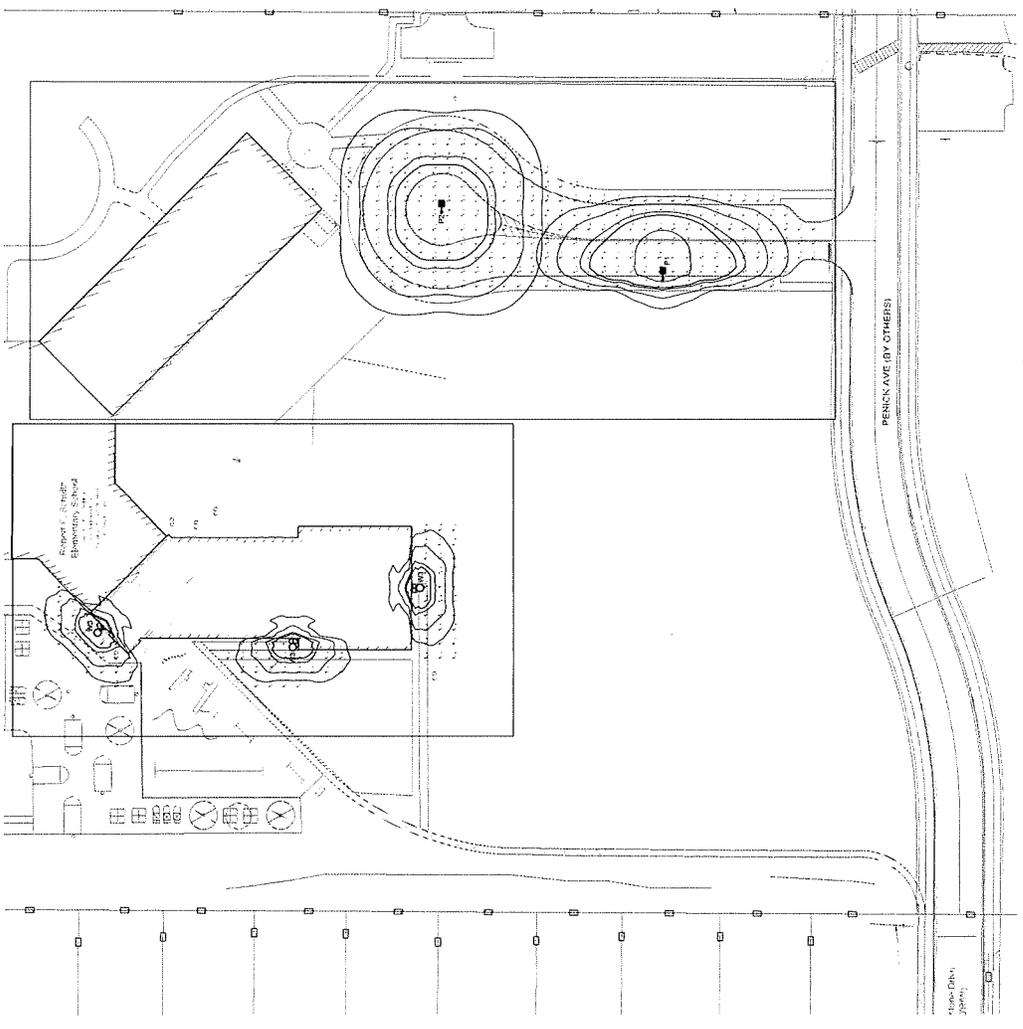
ILLUMINANCE FOOT-CANDLES FOR BUS STOP

AVERAGE	1.57
MAXIMUM	3.7
MINIMUM	0.2
UNIFORM	0.26

STATISTICS

ILLUMINANCE FOOT-CANDLES FOR SIDEWALK AND LANDSCAPE

AVERAGE	1.26
MAXIMUM	6.7
MINIMUM	0.2
UNIFORM	0.26



A FIRST FLOOR

**KORDA**  
KORDA ASSOCIATES, INC.  
1000 EAST WILLOW AVE.  
COLUMBUS, OHIO 43215  
PH: 614.291.3300  
WWW.KORDA.COM

**ES-100**  
SITE LIGHTING CALCULATIONS  
**SCHULTZ ELEMENTARY**  
DELAWARE CITY SCHOOLS  
DELAWARE, OH 43015

# LUMINAIRE SCHEDULE

PARIAL MODEL NUMBERS MAY BE SHOWN AND ARE INTENDED TO INDICATE ACCEPTABLE MANUFACTURER'S PRODUCTS. THE EXACT MODEL NUMBERS MEETING THE FUTURE DESCRIPTION SHALL BE OBTAINED FROM THE MANUFACTURER'S AGENTS. ALL PICTURES MAY NOT BE USED. REFER TO PLAN DIMENSIONS MAY VARY REFER TO THE SPECIFICATIONS SECTIONS 28.01.13 FOR ADDITIONAL REQUIREMENTS. REFER TO DRAWINGS FOR FEATURES CIRCUITED AND CONTROL.

TAG	MANUFACTURER	SERIES	MODEL	DIMENSIONS (W x H x D)	DESCRIPTION	SOURCE	VOLTAGE	WATTAGE	COLOR TEMP	LUMENS	DIMMING	HOUSING	MOUNTING	LENS	FINISH/TM	OPTIONS	APPROVED MANUFACTURERS
P1	LITONIA	D-SERIES SIZE 2	DB32LED	48" x 18" x 3 1/2"	SINGLE HEAD SITE AREA	LED	UNV	33W	4000K	38,000	0-10V	ALUMINUM	POLE MOUNTED	ACRYLIC - TYPE 1	BY ARCHITECT	PROVIDE WITH 2x2' SQUARE FIXTURE WITH 2x2' SQUARE STEEL POLE	
P2	LITONIA	D-SERIES SIZE 3	DB32LED	48" x 18" x 3 1/2"	SINGLE HEAD SITE AREA	LED	UNV	33W	4000K	38,000	0-10V	ALUMINUM	POLE MOUNTED	ACRYLIC - TYPE 1	BY ARCHITECT	PROVIDE WITH 2x2' SQUARE FIXTURE WITH 2x2' SQUARE STEEL POLE	
WS	LITONIA	D-SERIES SIZE 1	DB34WLED	13 7/8" x 10" x 6 1/8"	EXTERIOR WALL PACK	LED	UNV	45.7W	4000K	5,000	0-10V	ALUMINUM	WALL	ACRYLIC - TYPE 1	BY ARCHITECT		

**D-Series Size 2 LED Area Luminaire**

**Introduction**  
The D-Series Size 2 LED Area Luminaire is a high-performance, energy-efficient lighting fixture designed for area lighting applications. It features a compact, square design with a wide beam spread, providing uniform illumination over a large area. The fixture is constructed from durable materials and is suitable for both indoor and outdoor use.

**Specifications**

Series	D-Series Size 2
Model	DB32LED
Wattage	33W
Color Temp	4000K
Lumens	38,000
Dimming	0-10V
Housing	Aluminum
Mounting	Pole Mounted
Lens	Acrylic - Type 1

**EXAMPLE LIGHT LAYOUT FOR 100' x 100' AREA**

Area	Length (ft)	Width (ft)	Area (sq ft)	Number of Fixtures
1	100	100	10,000	1

**D-Series Size 1 LED Area Luminaire**

**Introduction**  
The D-Series Size 1 LED Area Luminaire is a high-performance, energy-efficient lighting fixture designed for area lighting applications. It features a compact, square design with a wide beam spread, providing uniform illumination over a large area. The fixture is constructed from durable materials and is suitable for both indoor and outdoor use.

**Specifications**

Series	D-Series Size 1
Model	DB34WLED
Wattage	45.7W
Color Temp	4000K
Lumens	5,000
Dimming	0-10V
Housing	Aluminum
Mounting	Wall
Lens	Acrylic - Type 1

**EXAMPLE LIGHT LAYOUT FOR 100' x 100' AREA**

Area	Length (ft)	Width (ft)	Area (sq ft)	Number of Fixtures
1	100	100	10,000	1

**D-Series Size 1 LED Wall Luminaire**

**Introduction**  
The D-Series Size 1 LED Wall Luminaire is a high-performance, energy-efficient lighting fixture designed for wall mounting. It features a compact, rectangular design with a wide beam spread, providing uniform illumination over a large area. The fixture is constructed from durable materials and is suitable for both indoor and outdoor use.

**Specifications**

Series	D-Series Size 1
Model	DB34WLED
Wattage	45.7W
Color Temp	4000K
Lumens	5,000
Dimming	0-10V
Housing	Aluminum
Mounting	Wall
Lens	Acrylic - Type 1

**EXAMPLE LIGHT LAYOUT FOR 100' x 100' AREA**

Area	Length (ft)	Width (ft)	Area (sq ft)	Number of Fixtures
1	100	100	10,000	1

**D-Series Size 1 LED Wall Luminaire**

**Introduction**  
The D-Series Size 1 LED Wall Luminaire is a high-performance, energy-efficient lighting fixture designed for wall mounting. It features a compact, rectangular design with a wide beam spread, providing uniform illumination over a large area. The fixture is constructed from durable materials and is suitable for both indoor and outdoor use.

**Specifications**

Series	D-Series Size 1
Model	DB34WLED
Wattage	45.7W
Color Temp	4000K
Lumens	5,000
Dimming	0-10V
Housing	Aluminum
Mounting	Wall
Lens	Acrylic - Type 1

**EXAMPLE LIGHT LAYOUT FOR 100' x 100' AREA**

Area	Length (ft)	Width (ft)	Area (sq ft)	Number of Fixtures
1	100	100	10,000	1

NO	DATE	REVISIONS	APPROVED

SCHULTZ ELEMENTARY  
SCHWARTZ CITY SCHOOLS

SITE LUMINAIRE SCHEDULE

CITY OF DELAWARE  
DATE ISSUED: 11/6/2019  
SHEET: 14/14

**KORDA**  
1800 WATERMARK DRIVE  
COLUMBUS, OHIO 43215  
PH: 614.293.1100  
WWW.KORDACONCEPTS.COM

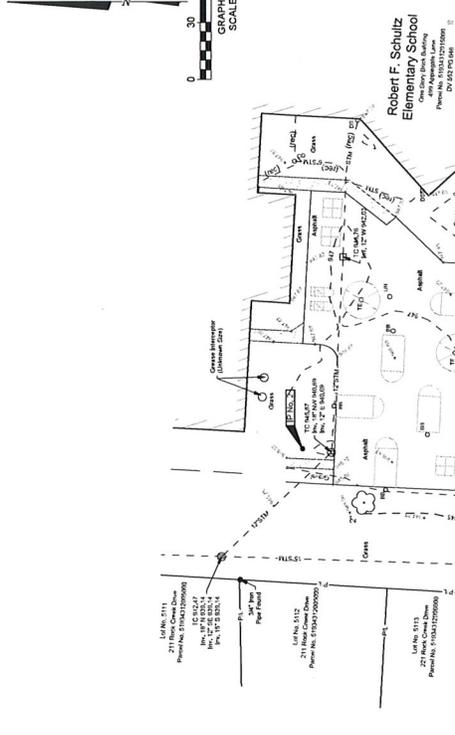
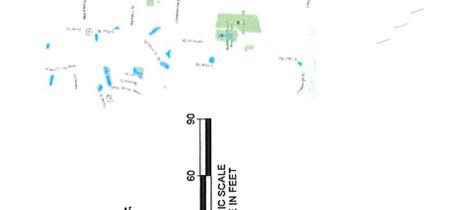
**ES-101**  
SITE LUMINAIRE SCHEDULE  
**SCHULTZ ELEMENTARY**  
SCHWARTZ CITY SCHOOLS  
DELAWARE, OH 43015

172 East State Street, STE. 600  
Columbus, OH 43215  
Phone: (614) 942-1050  
mjm@underthelights.com

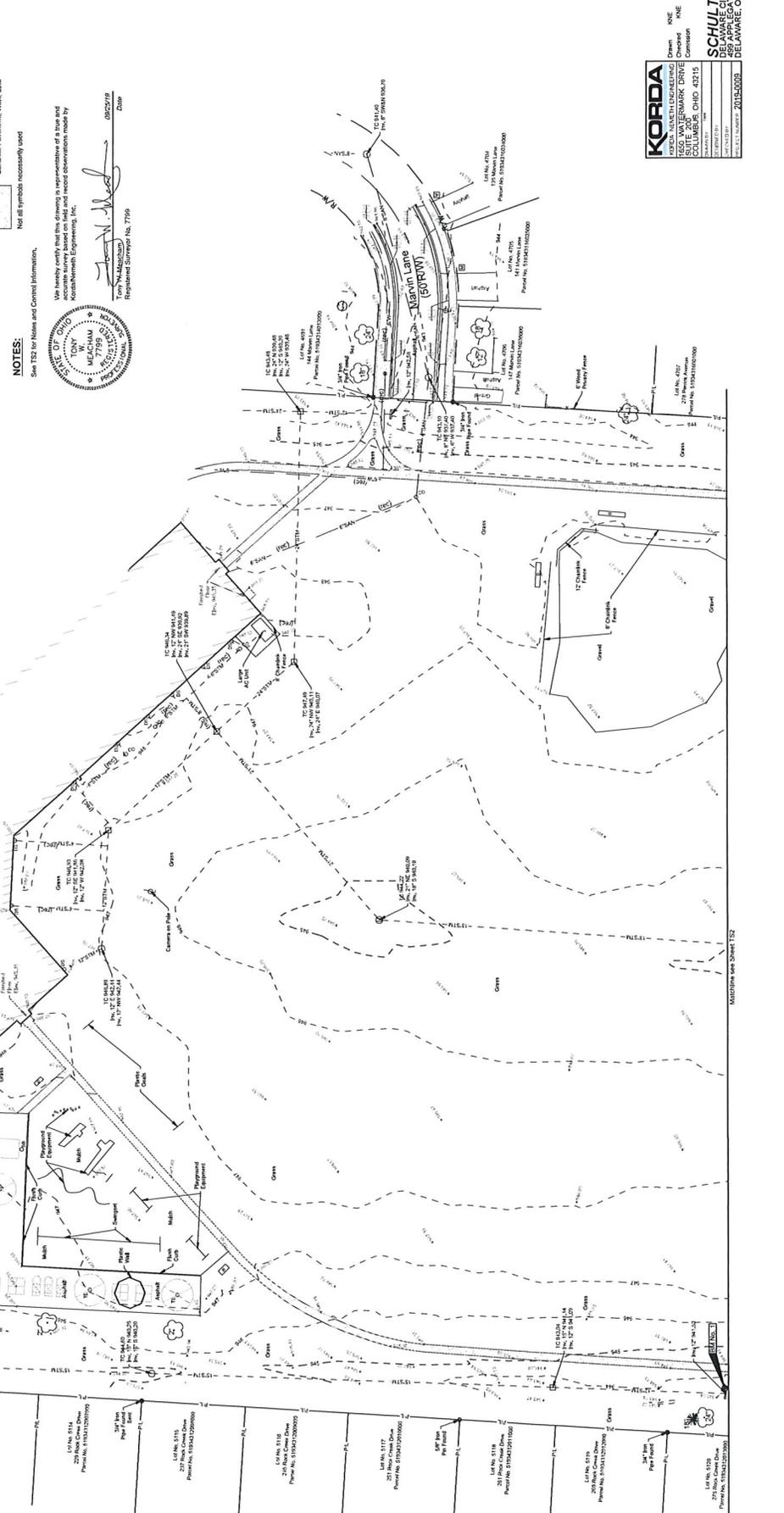
# LEGEND

Tree Line/Shop Line	Billings/Walk
Bathes	Carb
Trees	And Color
	Pavement/Walk
	Index Contour
	Interior Contour
	Water
	Water Feature Contour
	Chilled Water Line
	Gas Line
	Water Main
	Sanitary Sewer
	Storm Sewer
	Storm Drain
	Area Drain
	Clear Out
	Down Spout
	Fire Hydrant
	Fire Alarm
	Information Obtained From Record Plan
	Unannounced Utility
	Top of Curb Elevation
	Bottom of Curb Elevation
	Control Point
	Traffic Bollard
	Basketball Hoop
	Truss/Steel Pole
	Truss/Steel Pole
	Beam
	Sign
	Concrete Pavement, Walk, Sals

NOTES:
See T&E for Notes and Control Information.
Not all symbols necessarily used.
We hereby certify that the drawings in representation of a true and accurate survey based on field and record observations made by KordasNorth Engineering, Inc.
Tom W. Kordas, P.E. Registered Surveyor No. 7799



Robert F. Schultz Elementary School  
 271 Rock Creek Drive  
 Columbus, OH 43215  
 Phone No. 614-233-2000



Scale: 1" = 40' (Horizontal)  
 1" = 10' (Vertical)

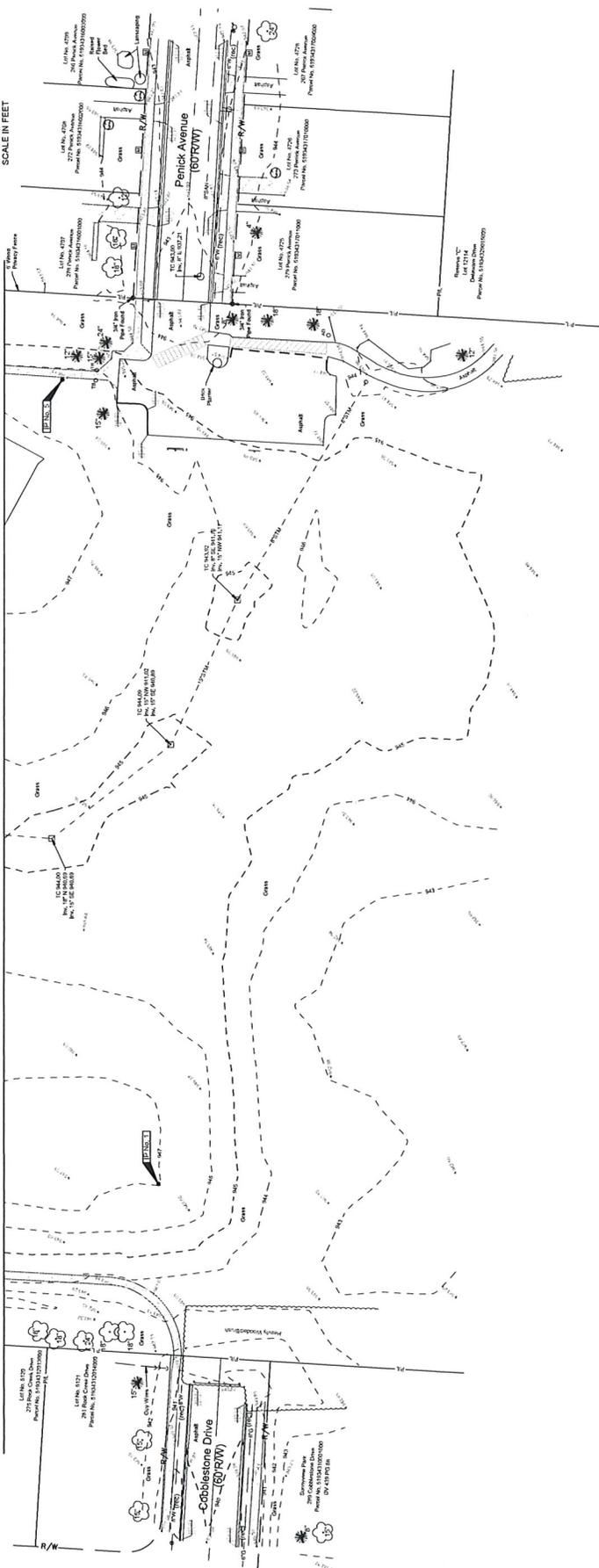
**KORDAS**  
 KORDAS NORTH ENGINEERING  
 1500 W. MARKET DRIVE  
 COLUMBUS, OH 43215  
 Phone No. 614-233-2000

**TS-001**  
 TOPOGRAPHIC SURVEY  
 SCHULTZ ELEMENTARY  
 DELAWARE CITY SCHOOLS  
 DELAWARE, OH 43015  
 DATE: 07/20/2009



GRAPHIC SCALE  
SCALE IN FEET

Machine see Sheet TS1



**NOTES:**

- All underground utility locations are shown as accurately as possible based on surface evidence (holes and manholes), markings found in the field, and/or record plans received from the owner or utility companies. Items noted (ENC) were obtained from existing plans. Utility locations are not necessarily shown to depth. The location of any utility lines shown on this drawing should be "checked" for exact location prior to construction. CUPS Ticket #s: 0025200500A, 0025200200B, and 0025200300B.
- Survey and easement lines shown herein, if any, are from a combination of records, GIS and evidence located in the field and are not to be construed as a boundary survey pursuant to OAC 7-33-17. A site report, containing documentation or statements of record was not provided. Not all easements are shown. Property and easement lines are for informational purposes only and should not be used in conjunction with the development of design drawings.
- The elevations on this survey are based on NAVD 83. Record drawings of buildings and infrastructure may exist having a differing datum. Exercise caution when utilizing this survey by correlating record drawings and proposed work with survey information shown on this drawing.
- Benchmarks and control points shown on this survey may have been established since the completion of this survey. Verify that existing monumentation correlates with data shown on this survey prior to use.
- Utilities noted (AB) are detailed as such per record plan and may have been abandoned or removed. Their existence and/or status has not been verified.
- Buildings are located from the survey of grade strips. Location of the interior and exterior structural footprint has not been verified. Due to the nature of the survey, the location of the interior and exterior structural footprint may differ from the record drawings.
- Utility owners list shown is based on information received from the owner through existing CUPS. This list may not be accurate or complete.
- Sewer lines shown are based on an evaluation of record plans information and observation from the manhole casting at grade. Due to manhole depth and other factors, the location of the sewer lines may not be shown. The property is located in "Zone 1", and are therefore not in a flood hazard area.
- Trees shown do not indicate depth or root area.
- Building overhangs are in an approximate location.

**CONTROL POINTS**

No.	Northing	Easting	Elevation	Description
IP No. 1	220481.32	1620244.17	946.05	5" Iron Pin Set with Yellow Plastic Cap
IP No. 2	2201125.54	1620250.17	946.13	5" Iron Pin Set with Yellow Plastic Cap
IP No. 3	220485.44	1620259.85	941.85	5" Iron Pin Set with Yellow Plastic Cap (Not Shown On TS Sheets)
IP No. 4	220505.29	1620272.09	946.15	5" Iron Pin Set with Yellow Plastic Cap (Not Shown On TS Sheets)
IP No. 5	220505.79	1620282.38	946.19	5" Iron Pin Set with Yellow Plastic Cap

Coordinates Ohio North Zone NAD 83 with 2011 NSRS adjustment.  
Elevations are based on NAVD 1983.

**BENCHMARKS**

No.	Elevation	Description
BM No. 1	943.51	May Nail Set in Northwest Corner of House
BM No. 2	945.08	May Nail Set in Eastern Side of Light Pole Base (Not Shown On TS Sheets)
BM No. 3	947.38	May Nail Set in Western Side of Light Pole Base (Not Shown On TS Sheets)

Elevations are based on NAVD 1983.



172 East State Street, STE. 600  
Columbus, OH 43215  
Phone (614) 942-1050  
man@tridar.com



**KORDA**  
KORDA HEALTH ENGINEERING  
1777 BARKER DRIVE  
SUITE 202  
COLUMBUS, OH 43215  
PH: 614.291.1111  
WWW.KORDAENGINEERING.COM

**TS-002**  
TOPOGRAPHIC SURVEY  
SCHAULZ ELEMENTARY  
3850 PENICK AVENUE  
COLUMBUS, OH 43215  
DATE: 07/20/2015  
DRAWN BY: J. H. HARRIS  
CHECKED BY: J. H. HARRIS  
SCALE: AS SHOWN

1905 - SCHULZ ELEMENTARY  
SCHEMATIC DESIGN  
DEVELOPMENT 10/12/2015



DELAWARE CITY SCHOOLS ADDITIONS  
PLANNING COMMISSION SUBMISSION

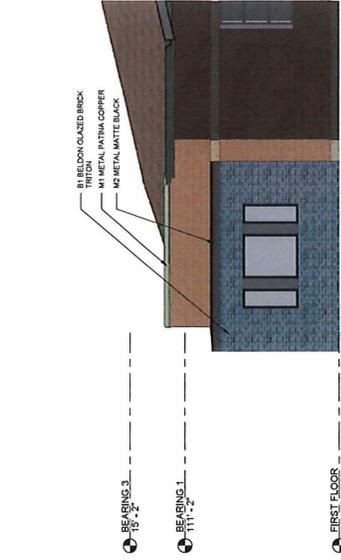
NOVEMBER 06 2019



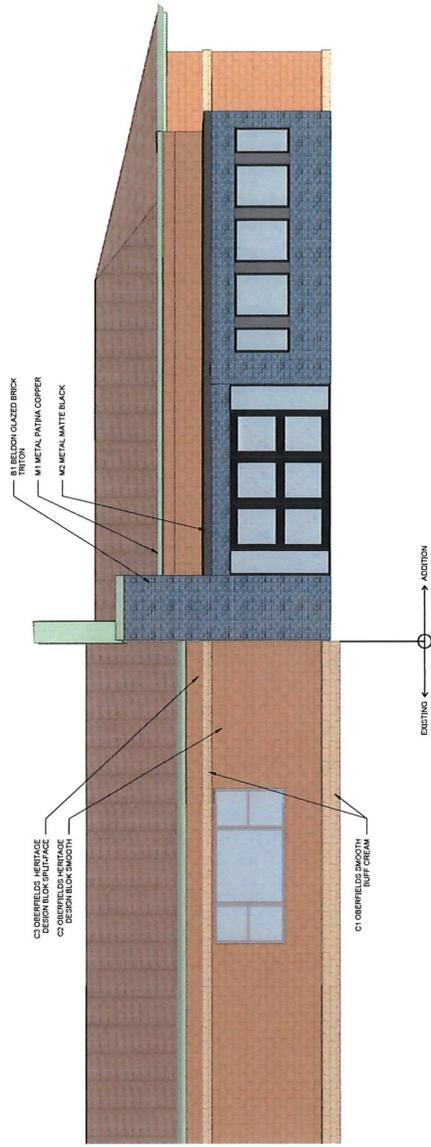
TRIAD Architects

DESIGN DEVELOPMENT

**SCHULTZ ELEMENTARY SCHOOL ADDITION  
EXTERIOR ADDITION ENLARGED ELEVATIONS**

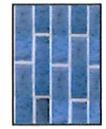


① AREA 3 - NORTHEAST ELEVATION  
ENLARGED  
1/8" = 1'-0"



② AREA 3 - SOUTHEAST ELEVATION  
ENLARGED  
1/8" = 1'-0"

**SCHULTZ ELEMENTARY**



B1  
Beldon  
Glazed Brick  
Triton



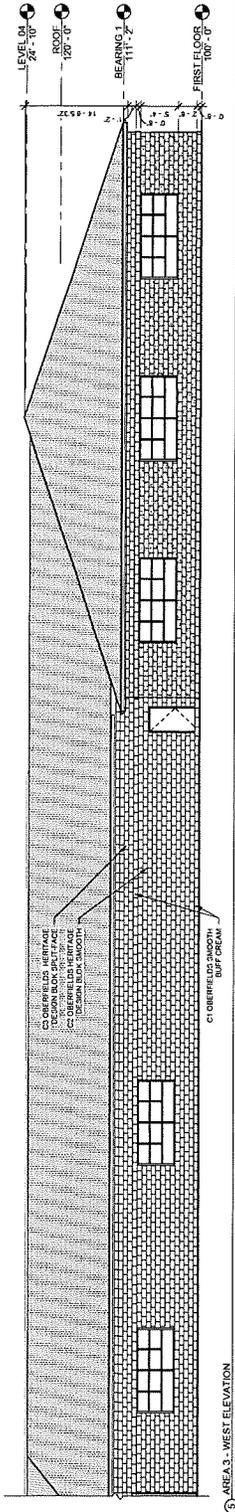
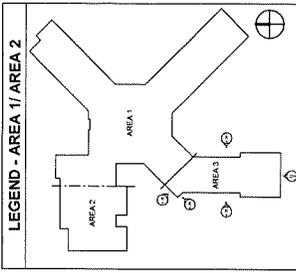
M1  
Metals  
Patina Copper



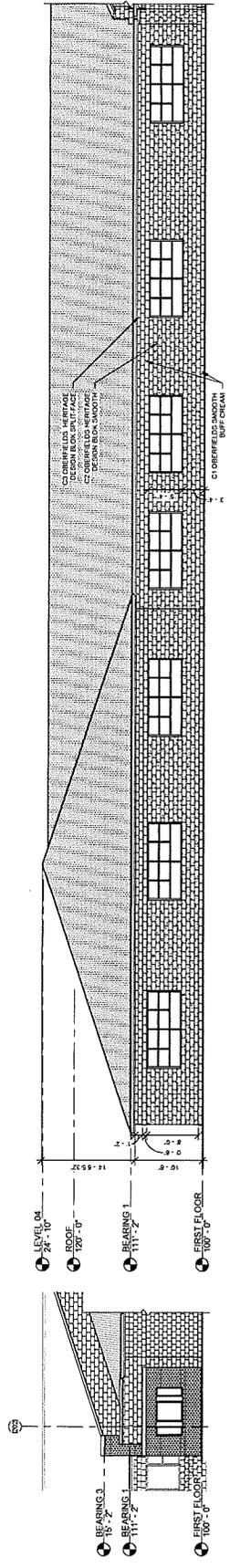
M1  
Metals  
Matte Black



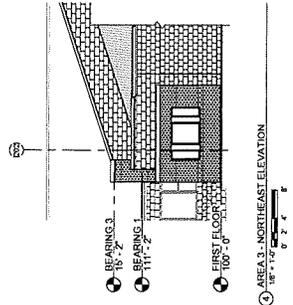
SCHULTZ ELEMENTARY SCHOOL  
499 APPLEGATE LN, DELAWARE, OH 43015



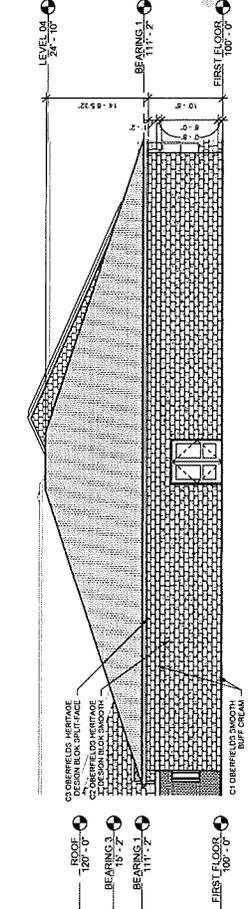
⑤ AREA 3 - WEST ELEVATION  
1/8" = 1'-0"



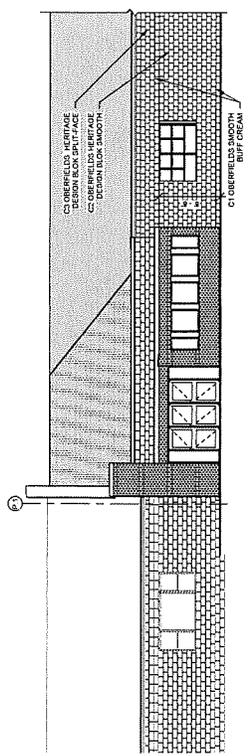
③ AREA 3 - EAST ELEVATION  
1/8" = 1'-0"



④ AREA 3 - NORTHEAST ELEVATION  
1/8" = 1'-0"



① AREA 3 - SOUTH ELEVATION  
1/8" = 1'-0"



② AREA 3 - SOUTHEAST ELEVATION  
1/8" = 1'-0"

**SCHULTZ ELEMENTARY**  
DELAWARE CITY SCHOOLS  
499 APPLIGATE LN,  
DELAWARE, OH 43015

170 E STATE ST., CIVIL, STE 600  
COLUMBUS, OH 43260  
MANAGER@TRADARCHITECTS.COM

SCHEMATIC DESIGN  
DESIGN DEVELOPMENT 11/02/2019

DRAWN BY: SAC  
CHECKED BY: KAC  
PROJECT NUMBER: 1806

**A-202**

EXTERIOR ELEVATIONS - AREA 3

11/02/2019 9:01:09 AM  
C:\WORK\Projects\1806\_SCHULTZ\_ELEMENTARY\118\_Markings.rvt

11/02/2019 9:01:09 AM  
COMPILOT TRAD ARCHITECTS, LTD., 2019



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



Project # \_\_\_\_\_ Case # \_\_\_\_\_

Planning Commission

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

Subdivision/Project Name Schultz Elementary Additions Address 499 Applegate Lane  
 Acreage 36.47 Square Footage 91,075 Number of Lots \_\_\_\_\_ Number of Units \_\_\_\_\_  
 Zoning District/Land Use R-4 Proposed Zoning/Land Use R-4 Parcel # 51934312015000

Applicant Name TRIAD Architects Contact Person Kevin Kindy  
 Applicant Address 172 East State St. Suite 600, Columbus, OH 43215  
 Phone 614-942-1050 Fax \_\_\_\_\_ E-mail kkindy@triadarchitects.com

Owner Name Delaware City Schools Contact Person \_\_\_\_\_  
 Owner Address 74 West Williams Street  
 Phone 740-833-1100 Fax 740-833-1799 E-mail \_\_\_\_\_

Engineer/Architect/Attorney TRIAD Architects Contact Person Kevin Kindy  
 Address 172 East State St. Suite 600, Columbus, OH 43215  
 Phone 614-942-1050 Fax \_\_\_\_\_ E-mail kkindy@triadarchitects.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.

Jason Sherman  
 Owner Signature

Jason Sherman  
 Owner Printed Name

Kevin Kindy  
 Agent Signature

KEVIN KINDY  
 Agent Printed Name

Sworn to before me and subscribed in my presence this 4th day of November, 2019.



MONIKA RAY  
 NOTARY PUBLIC  
 STATE OF OHIO  
 Comm. Expires  
 Notary Stamp 12/16/2020  
 Recorded In  
 Delaware County

Monika Ray  
 Notary Public



## FACT SHEET

---

AGENDA ITEM NO: 19

DATE: 12/09/2019

ORDINANCE NO: 19-77

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 FOR WESTPORT HOMES APPROVING AN AMENDED PRELIMINARY SUBDIVISION PLAT FOR SPRINGER WOODS SECTION 3 ON APPROXIMATELY 47.5 ACRES CONTAINING 121 SINGLE FAMILY LOTS ON PROPERTY ZONED R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) AND LOCATED ON THE NORTH SIDE OF WEST WILLIAM STREET (US 36) AND SOUTH OF WARRENSBURG ROAD.

**BACKGROUND:**

See attached report

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1111 Procedures of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 6-0 on December 4, 2019.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 19-77

AN ORDINANCE FOR WESTPORT HOMES APPROVING AN AMENDED PRELIMINARY SUBDIVISION PLAT FOR SPRINGER WOODS SECTION 3 ON APPROXIMATELY 47.5 ACRES CONTAINING 121 SINGLE FAMILY LOTS ON PROPERTY ZONED R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) AND LOCATED ON THE NORTH SIDE OF WEST WILLIAM STREET (US 36) AND SOUTH OF WARRENSBURG ROAD.

WHEREAS, the Planning Commission at its meeting on December 4, 2019 recommended approval of an Amended Preliminary Subdivision Plat for Westport Homes for Springer Woods Section 3 on approximately 47.5 acre containing 121 single family lots on property zoned R-3 (One-Family Residential District) and located on the north side of West William Street (US 36) and south of Warrensburg Road (PC Case 2019-0927).

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

SECTION 1. That the Amended Preliminary Subdivision Plat for Westport Homes for Springer Woods Section 3 on approximately 47.5 acres containing 121 single family lots on property zoned R-3 (One-Family Residential District) and located on the north side of West William Street (US 36) and south of Warrensburg Road, is hereby confirmed, approved, and accepted with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The right-of-way and street pavement width shall be 56 feet and 32 feet respectively.
3. The minimum lot size and width and building setbacks shall be per the current submitted preliminary plat.
4. An upgraded minimum 50% of the front elevation shall be comprised of natural materials along with achieving compliance with the minimum requirements of Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
5. A \$1,321 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations. In order to ensure full payment is received, the developer shall

commit to dates certain by which full payment section by section will be submitted. The dates shall not be longer than 2 years after a final plat for the subject section has been recorded at the County.

6. The proposed active park in Reserve D shall be programmed with play equipment, etc., prior to approval of any building occupancy permits and shall be maintained by the Homeowner's Association with an easement dedicated to the City to allow public use.
7. A street tree plan shall be submitted and approved by the Shade Tree Commission.
8. The bike path shall be installed by the developer from Section 1 to Warrensburg Road as proposed and shall be maintained by the Homeowner's Association with an easement to City dedicating the bike path for public use.
9. The lighting plans shall be submitted and achieve compliance with all zoning requirements and shall be approved by the Chief Building Official prior to final plat approval for each Phase.

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



## PLANNING COMMISSION/STAFF REPORT

CASE NUMBER: 2019-0927

REQUEST: Preliminary Subdivision Plat

PROJECT: Springer Woods Section 3

MEETING DATE: December 4, 2019

---

### APPLICANT/OWNER

Westport Homes  
507 Executive Campus Drive, Suite 100  
Westerville, Ohio 43082

### REQUEST

2019-0927: A request by Westport Homes for approval of an Amended Preliminary Subdivision Plat for Springer Woods Section 3 on approximately 47.5 acres containing 121 single family lots on property zoned R-3 (One Family Residential District) located on the north side of West William Street (US 36) and south of Warrensburg Road.

### PROPERTY LOCATION & DESCRIPTION

The 87-acre site is located between Warrensburg Road and West William Street (US 36) and is relatively flat with portions of the site being heavily wooded with a stream meandering through the site. Section 3 consists of approximately 47.5 acres located north of Section 2 (Arron Drive). The subject site is zoned R-3 (One Family Residential District) while the property to the east is R-3 (One Family Residential District) with a PUD Planned Unit Development Overlay District and the property to the south is zoned R-3 (One Family Residential District) with a PRD Planned Residential District and A-1 (Agricultural District). The properties to the north and west are in the Township.

### BACKGROUND

On January 26, 2000 by the Planning Commission (PC-99-57) approved a Preliminary Subdivision Plat for Springer Woods which contained 278 single family lots on 87 acres for a density of 3.13 units per acre. City Council (01-104) approved Final Subdivision Plats for Section 1-Phases 1-3 on October 22, 2001, which contained 62 lots on 20.93 acres. Section 1 Phases 1 and 2 have been constructed while Section 1 Phase 3 has just been constructed with homes likely being built in the near future. Section 2 received Preliminary Subdivision Plat approval in 2013 (Ordinance 13-06) with Phase 1 constructed in 2014 with homes currently under construction. Section 2 Phases 2 and 3 received Final Subdivision Plat approval in September 2019 (Ordinances 19-53 & 19-54) with site construction beginning in the near future.

In February 2014 (Ordinance 14-05), City Council approved an Amended Preliminary Plat for Section 3 which consisted of 129 single family lots on approximately 47.5 acres for Homewood Corporation. Since then, Westport Homes a Division of D.R.Horton Inc. purchased the site and is proposing a revised Amended Preliminary Subdivision Plat for Section 3 which would consist of 121 single family lots. The subdivision was a victim of the housing downturn in the mid 2000's and the new developer is ready to commence on the build out of the subdivision.

Since 2000 when the Preliminary Subdivision Plat was approved, engineering and zoning standards have been revised and the developer agreed with staff to upgrade the site plan to the extent possible to achieve compliance with the current standards while ensuring logical transitions within the subdivision for such. The developer has vested rights in the previous approval but prefers to work with the City to bring the development closer to compliance with current standards.

---

### STAFF ANALYSIS

- **COMPREHENSIVE PLAN AMENDMENT:** The Comprehensive Plan Future Land Use Map recommends Moderate Density Single-Family Land Use (3.25-4.25 dwelling units per acre) for the subject property. The proposed density is 3.12 dwelling units per acre (278 units/87 acres) based on the original Preliminary Development Plan approval in 2000 and the number of lots will be reduced with the revised engineering and zoning standards. Therefore, the development would not only comply with the density range requirements but also provides consistency with many other goals and objectives set forth in the Comprehensive Plan, including the preservation of trees and stream corridors along with the extension of the bike path network.
- **ZONING:** The subject site is zoned R-3 (One Family Residential District) and the typical bulk requirements (setbacks, minimum lot width and size) have changed since the original approval in 2000. Therefore, staff and the developer have negotiated fair zoning bulk requirements based on the previous and existing requirements

coupled with the engineering requirements of wider streets and right-of-way which inherently reduced the length of the lots. The proposed typical lots would be a minimum 8,190 square with 70 feet lot widths that are minimum 117 feet deep. However, lot 36 would be just a little bit smaller at 7,800 square feet (reduced lot depth) because the proposed bike path is located to the rear of the lot on a separate parcel owned by the homeowner's association. This proposal is consistent in this regard with the last preliminary revision to this section which City Council approved in 2014.

The yard setbacks would be: 25-foot front, 30-foot rear and 8-foot side. The corner lots would be oversized (typically approximately 90 feet wide) to comply with current zoning standards. The current zoning requirements are: 8,775 square foot minimum lots, 65 foot wide lots, 30 foot front yard setback, 40 foot rear yard setback and 8 foot side yard setbacks while the previous zoning in 2000 permitted 7,200 square foot minimum lots, minimum 60 foot lot width, 25 foot front yard setback, 30 foot rear yard setback and 15 foot side yard setbacks (minimum 6 feet). All the houses would have to comply with the minimum residential design standards and minimum dwelling unit sizes. However, the applicant has agreed to upgrade to a minimum 50% of the front façade to be comprised of natural materials.

- **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 a technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND ACCESS:** As mentioned earlier, the street standards have been revised since the Preliminary Subdivision Plat was approved in 2000. The development would have public streets with a right-of-way width of 56 feet and pavement width of 32 feet. The original approved plan had streets with a right-of-way width of 52 feet and a pavement width of 26 feet. The current engineering standards require 60 feet of right of way and 32-foot-wide streets. Therefore, a 4-foot right-of-way concession would be given for this development while ensuring conforming pavement width to today's standards.
- **UTILITIES:** Both water and sewer utilities would be public and would be extended from Section 2 of the development. The development would have to comply with the current storm water requirements.
- **SITE LAYOUT:** Section 3 is located just north of Aaron Drive and Sections 1 and 2 with access to East William Street via Springer Woods Boulevard through Bevan Way and Aaron Drive which are existing stub streets from Sections 1 and 2. Springer Woods Boulevard and Penwell Drive are the main spine roads that would extend north through the subdivisions to Warrensburg Road. Section 3 would consist of 121 single family lots on approximately 47.5 acres. The revised layout would yield 8 lots less than the current Amended Preliminary Subdivision Plat approved in 2014 and 37 fewer lots than was originally approved in the Preliminary Subdivision Plat in 2000. The lower lot count is a result of the updated storm water requirements from 2000 which also results in more park area for the development than originally approved.

A stream bisects this Section in a north/south orientation with a branch that extends west to the subdivision property line. A required bike path is located along the stream bed that connects to the bike path in Section 1 and extends to Warrensburg Road. Four retention ponds along with programmed active open spaces are located along and near the stream bed in Reserve D.

- **TREE REMOVAL & REPLACEMENT:** The applicant submitted a tree survey for Sections 2 and 3 to account for any tree replacement and or financial obligations for the remainder of the development. The net total yields a removal of 2,398 caliper inches throughout the development that would be required to be replaced. It is also important to note the developer is preserving 5,809 caliper inches of trees in several preserve areas as well. Overall they are saving far more trees than they are removing. After an extensive tree survey, the developer with staff support has agreed on a financial approach to achieve compliance with Chapter 1168 Tree Preservation Regulations. The developer has agreed to make a payment of \$1,321 per lot at building permit approval for the 164 lots in Section 2 Phase 2 and 3 and Section 3. The applicant paid a lump sum fee of \$27,700 for Section 2 Phase 1. The fee was increased from \$1,000 per lot to \$1,321 per lot to accommodate and account for the required 527 caliper inches of trees that would otherwise need to be planted on the site above and beyond the required landscaping for the development. In the 2014 the Preliminary Subdivision Plat approval required the developer to install 527 caliper inches of trees on the site but the new owner discovered

there is not sufficient land area to plant that many trees and would rather make the required financial contribution as allowed per Chapter 1168.

- **OPEN SPACE & PARKLAND:** The approved Preliminary Subdivision Plat for the entire development indicates there are 12.36 acres of open space (14.20%) in Sections 1, 2 and 3. The total open space in Section 3 equals 12.1 acres. (Reserve A = 0.1 acres, Reserve B = 0.8 acres, Reserve C = 0.2 acres, Reserve D= 10.1 acres and Reserve E = 0.9 acres). The amount of active open space equals 5.8 acres (48% all in Reserve D) and passive open space equals 4.3 acres (52%). Reserve D, located in the west central portion of the section accommodates all the active open space with amenities including a tot lot, multi-purpose fields, two boardwalks, benches and the bike path. The amenities, play equipment etc. should be installed prior to building occupancy permits in each appropriate phase. A detailed amenity plan shall be submitted, reviewed and approved during the Final Subdivision Plat process for each phase. The amenities shall be open to the public and maintained by the Homeowner's Association.
- **LANDSCAPING PLAN:** A street tree plan would be required throughout Section 3 and would need to be approved prior to final plat approval for each phase by the Shade Tree Commission. Along Warrenburg Road in Reserve A and B east and west of the main entrance road (Pendwell Drive), the developer is proposing entrance features including a sign, limestone columns, fencing and landscaping. Also, each house would require compliance with Chapter 1171 and landscaping requirements for each house at building permit approval. It is imperative that the Applicant coordinate the landscaping plan and street tree plan with the engineering site development plan so that the landscaping does not impeded visibility at the intersection or of any traffic control signs.
- **PEDESTRIAN CONNECTIVITY:** An existing bike path in Section 1 would be extended north along the stream bed in Reserve D to Penwell Drive that would ultimately connect with Warrensburg Road per the adopted Bicycle and Pedestrian Master Plan 2027. The maintenance of the bike path shall be the responsibility of the Homeowners Association with an easement dedicated to the City to allow public use. Also, sidewalks would be required on all public streets within the development.
- **LIGHTING PLAN.** A lighting plan would need to be submitted that achieves compliance with zoning code requirements for Section 3 prior to final plat approvals.

---

**STAFF RECOMMENDATION – (2019-0927 AMENDED PRELIMINARY SUBDIVISION PLAT)**

Staff recommends approval of an Amended Preliminary Subdivision Plat for Westport Homes for Springer Woods Section 3 on approximately 47.5 acres containing 121 single family lots on property zoned R-3 (One Family Residential District) located on the north side of West William Street (US 36) and south of Warrensburg Road, with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The right-of-way and street pavement width shall be 56 feet and 32 feet respectively.
3. The minimum lot size and width and building setbacks shall be per the current submitted preliminary plat.
4. An upgraded minimum 50% of the front elevation shall be comprised of natural materials along with achieving compliance with the minimum requirements of Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
5. A \$1,321 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations. In order to ensure full payment is received, the developer shall commit to dates certain by which full payment section by section will be submitted. The dates shall not be longer than 2 years after a final plat for the subject section has been recorded at the County.
6. The proposed active park in Reserve D shall be programmed with play equipment, etc., prior to approval of any building occupancy permits and shall be maintained by the Homeowner's Association with an easement dedicated to the City to allow public use.

7. A street tree plan shall be submitted and approved by the Shade Tree Commission.
8. The bike path shall be installed by the developer from Section 1 to Warrensburg Road as proposed and shall be maintained by the Homeowner's Association with an easement to City dedicating the bike path for public use.
9. The lighting plans shall be submitted and achieve compliance with all zoning requirements and shall be approved by the Chief Building Official prior to final plat approval for each Phase.

**COMMISSION NOTES:**

---

---

---

---

---

---

---

---

---

---

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

*CONDITIONS/MISCELLANEOUS:*

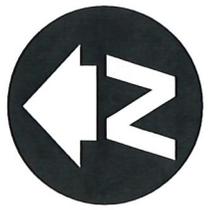
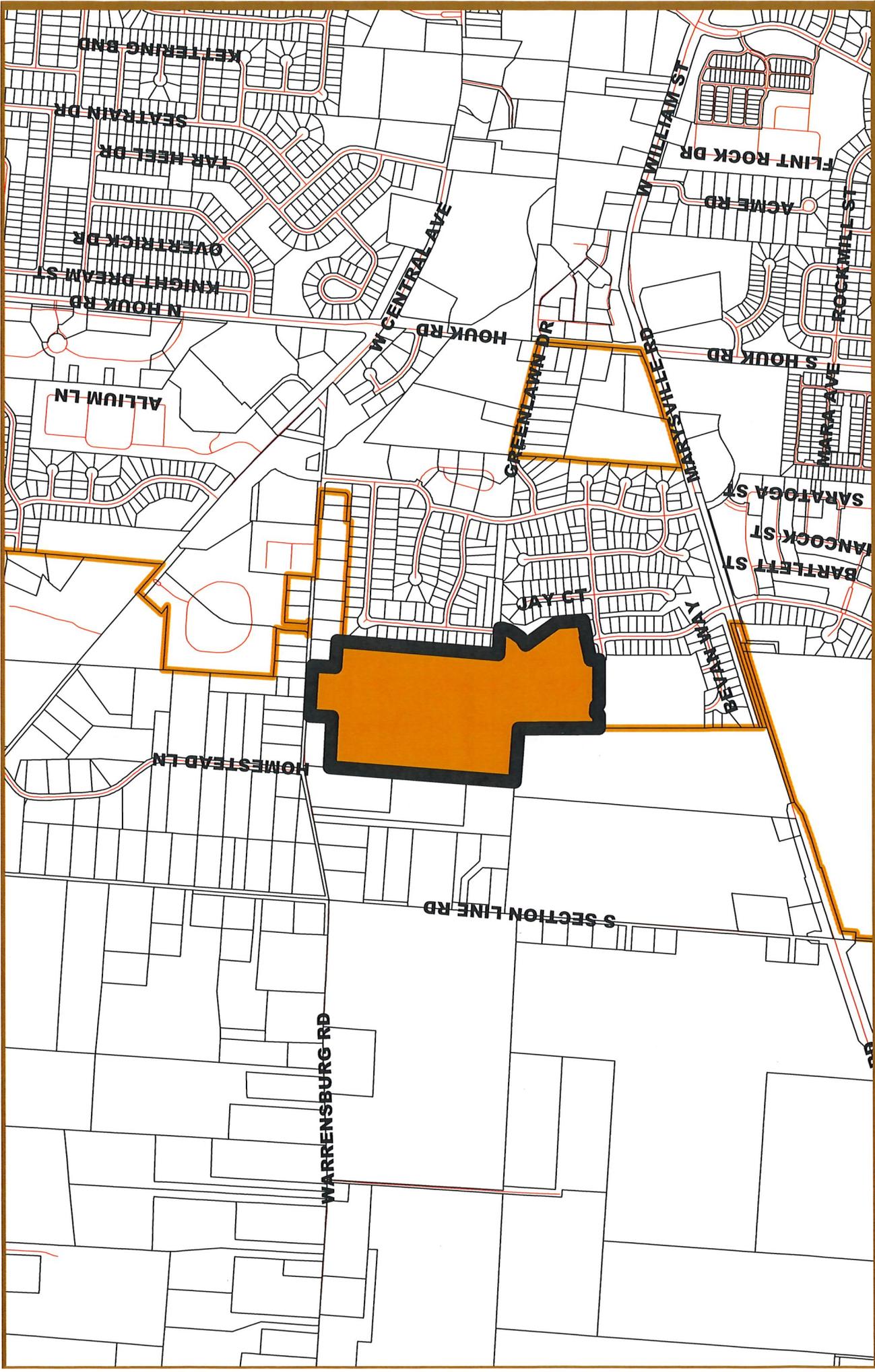
---

---

---

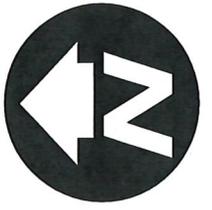
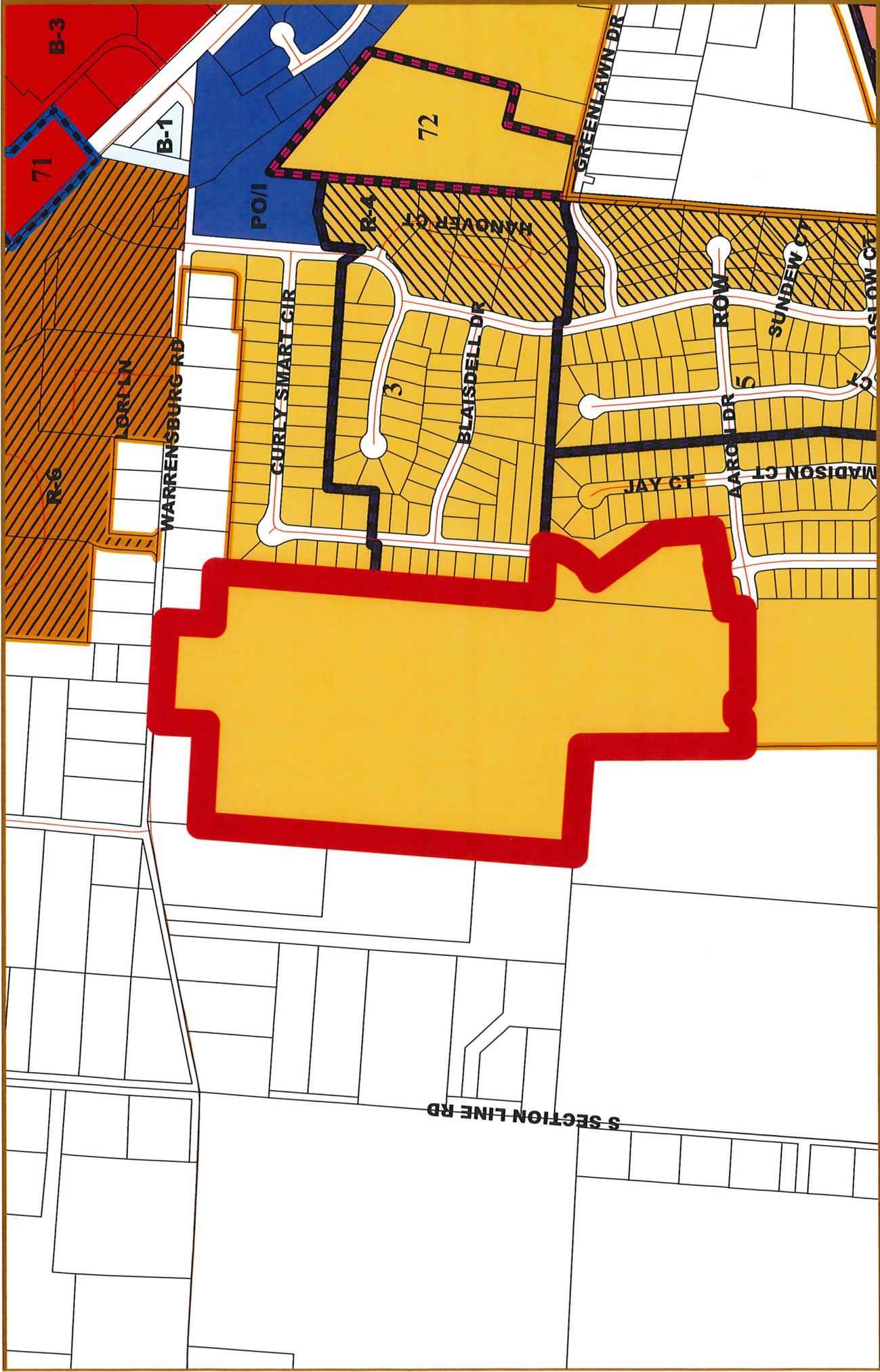
---

**FILE:**  
**ORIGINAL:**      11/27/19  
**REVISED:**



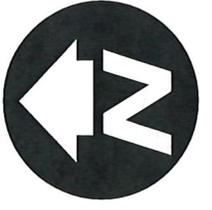
2019-0927  
Amended Preliminary Subdivision Plat  
Springer Woods - Section 3  
Location Map





2019-0927  
 Amended Preliminary Subdivision Plat  
 Springer Woods - Section 3  
 Zoning Map





2019-0927  
 Amended Preliminary Subdivision Plat  
 Springer Woods - Section 3  
 Aerial (2016) Map



DATE	DESCRIPTION	REVISIONS



CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
 PRELIMINARY FOR  
**SPRINGER WOODS  
 SECTION 3, PHASE 1 & 2**  
 INDEX PLAN



DATE	November 11, 2019
SCALE	1" = 200'
JOHN	20191118
SHEET	1/6



**LOCATION MAP**  
 NO SCALE

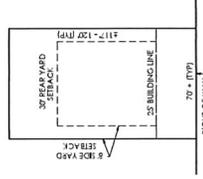
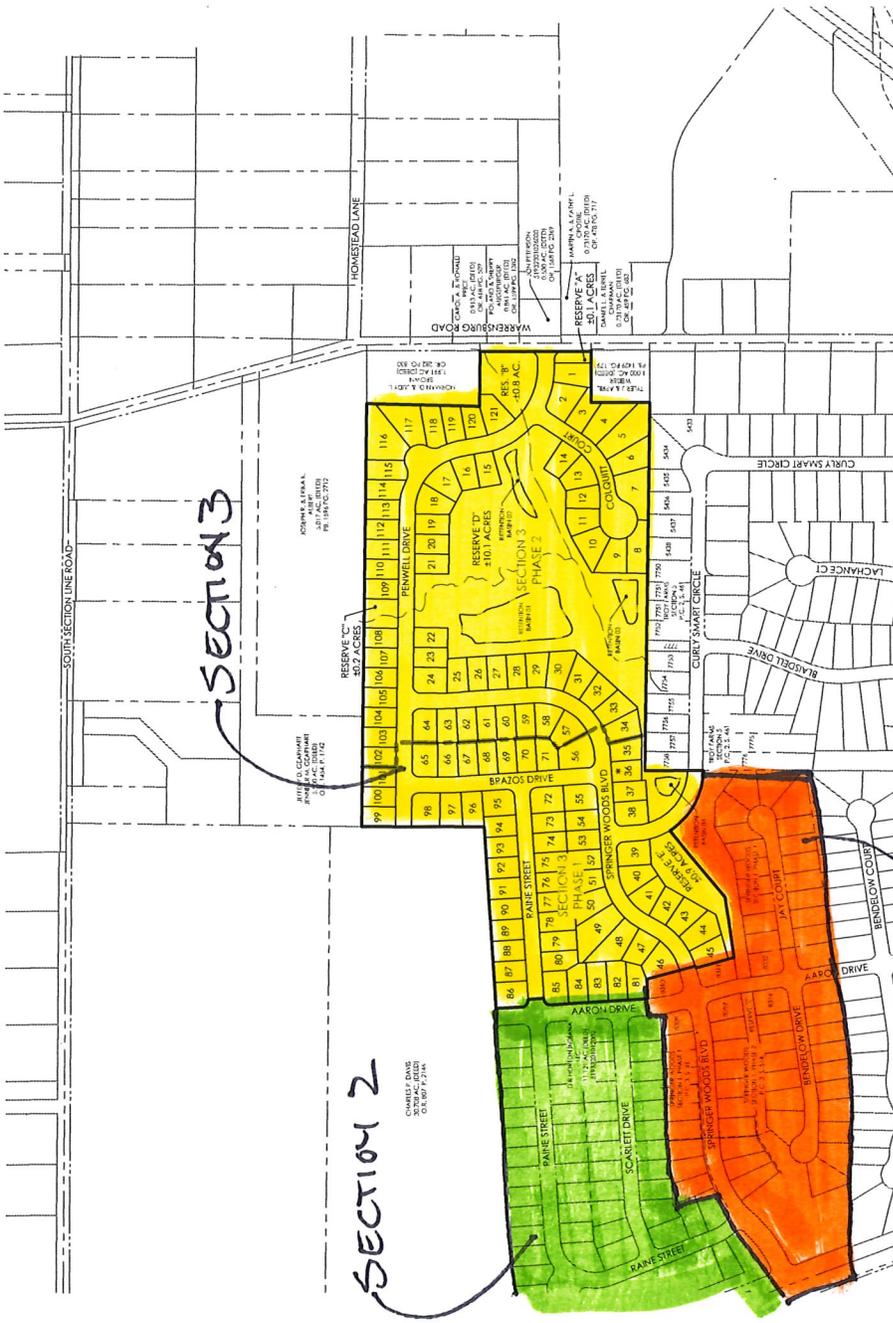
**SITE STATISTICS:**  
 TOTAL ADDRESS: 4925 ACRES  
 NUMBER OF LOTS: 121  
 REQUIRED OPEN SPACE: 27.13 ACRES (10%)  
 PARKLAND DEDICATION: 24.73 ACRES (10%)  
 RESERVE "A": 451.1 ACRES (92.50%)  
 RESERVE "B": 50.8 ACRES  
 RESERVE "C": 110.1 ACRES  
 RESERVE "D": 89.9 ACRES  
 HIGHWAYWAY: 350 ACRES (14.0%)  
 SPECIAL DISTRICT: 255.0 ACRES  
 SPECIAL DISTRICT: 24.43 ACRES  
 NET IDENTITY: 121 LOTS DIVIDED BY 42.7 GROSS ACRES  
 121 LOTS DIVIDED BY 42.7 GROSS ACRES

**DESIGN STANDARDS**

MINIMUM LOT AREA: 8,190 SQ. FT.  
 MINIMUM FRONT YARD SETBACK: 20 FEET  
 MINIMUM SIDE YARD SETBACK: 5 FEET EACH SIDE  
 MINIMUM REAR YARD SETBACK: 30 FEET  
 MINIMUM BUILDING HEIGHT: 30 FEET

**NOTES**

1. ALL OF THE SPRINGER WOODS SECTION 3 PROPERTY IS IN THE FLOOD HAZARD ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 5901 C011C, EFFECTIVE DATE APRIL 11, 2009.
2. RESERVE "A" THROUGH "E" ARE TO BE OWNED AND MAINTAINED BY THE SPRINGER WOODS SECTION 3 HOMEOWNERS ASSOCIATION OF DELAWARE COUNTY, OHIO.
3. DRIVEWAYS OR SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS.
4. ALL DRIVEWAYS SHALL BE 10 FEET WIDE AND 12 FEET DEEP. ALL DRIVEWAYS SHALL BE CONCRETE AND SHALL BE APPROVED BY THE CITY ENGINEER.
5. THE CITY ENGINEER SHALL BE PROVIDED WITH ALL NECESSARY INFORMATION TO OBTAIN THE NECESSARY PERMITS FROM THE CITY ENGINEER.
6. ALL DRIVEWAYS SHALL BE 10 FEET WIDE AND 12 FEET DEEP. ALL DRIVEWAYS SHALL BE CONCRETE AND SHALL BE APPROVED BY THE CITY ENGINEER.
7. ALL DRIVEWAYS SHALL BE 10 FEET WIDE AND 12 FEET DEEP. ALL DRIVEWAYS SHALL BE CONCRETE AND SHALL BE APPROVED BY THE CITY ENGINEER.



**SECTION 2**

**SECTION 3**

**SECTION 1**









DATE	REVISIONS

**WESTFORD**  
 107 EXECUTIVE CAMPUS DRIVE, SUITE 100  
 WESTFORD, OHIO 43083  
 (614) 871-8455

**SPRINGER WOODS**  
 PRELIMINARY PLAN (AS SHOWN)  
 CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
**SECTION 3, PHASE 1 & 2**  
 OPEN SPACE ENLARGEMENT

**EMHT**  
 2000 DELAWARE AVENUE, SUITE 100  
 WESTFORD, OHIO 43083  
 (614) 871-8455

DATE	November 11, 2019
SCALE	1" = 20'
PROJECT	20190109
SHEET	5/6



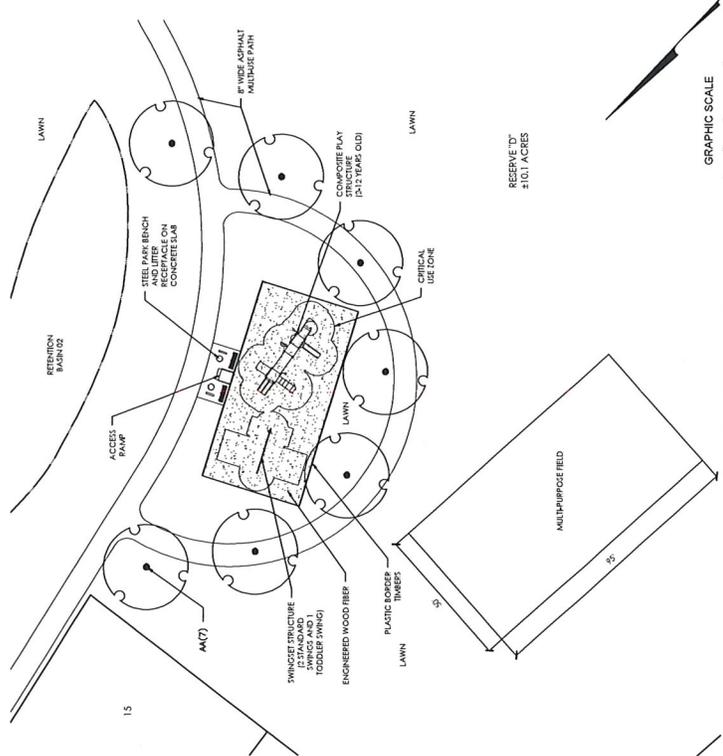
**Swingset**  
No. 5002



**Access Ramp**  
No. 5001



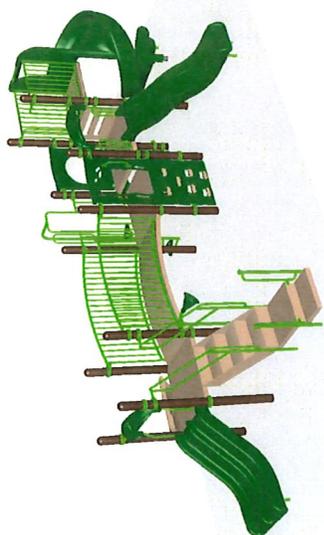
**Benches/Timbers**  
No. 5003



**NOTE:**  
 The developer reserves the right to substitute any or all portions of the materials/equipment within the lot if said materials/equipment are not available. The materials/equipment will be substituted with other materials/equipment of similar size, style, quality and cost.

**PLANT SCHEDULE OPEN SPACE ENLARGEMENT**

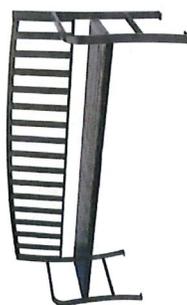
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
(Symbol)	AM	7	Acer rubrum 'Autumn Blaze'	Autumn Blaze Red Maple	3" Cal.	B&B



**Play Structure**  
No. 5004



**Black Metal Trash Receptacle**  
No. 5005



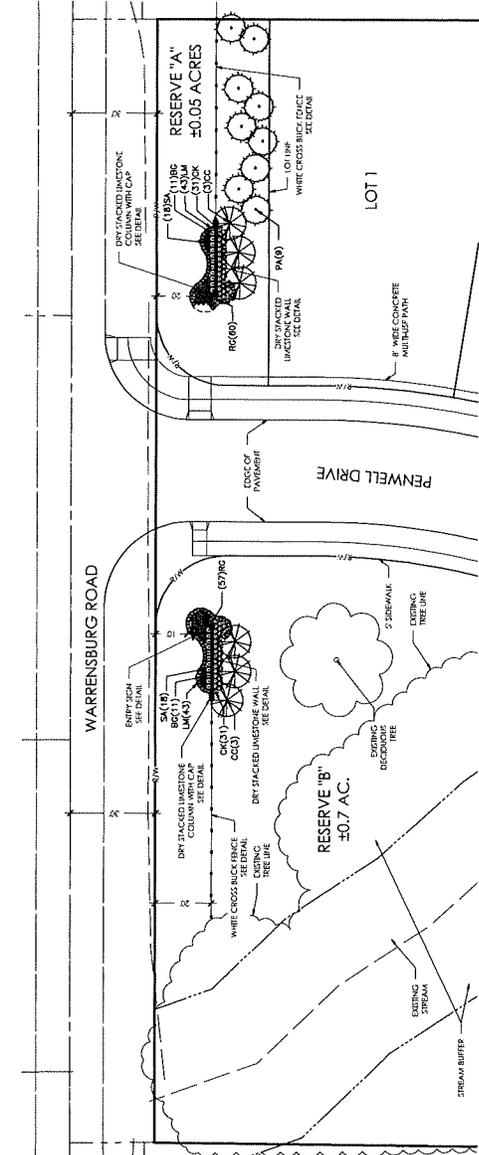
**Black Metal Park Bench**  
No. 5006

**Reserve "D" by B. J. Langemann**  
No. 5007

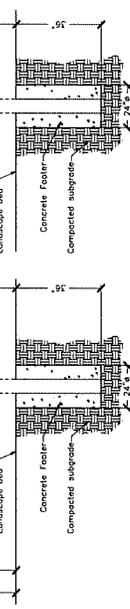
13010192D-1040414KMcHenry Pkg13 Landscape Planing Lot Sheet 11/11/2019 10:55 AM Lot Paved By Other, Show 11/11/2019 12:46 PM (W-43)

**PLANT SCHEDULE WARRENSBURG ENTRY FEATURE LANDSCAPE**

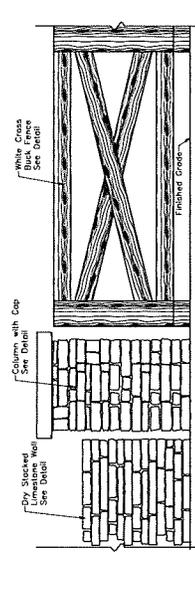
SYMBOL	QTY	EXTENSION NAME	SIZE	HT.	CONDITION
PA	9	Pine 6/8	6"	8'	SMB
CO	1	Cornus canadensis	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.
CO	1	Asplenium Platyneuron	2 1/2"	5'	Col.



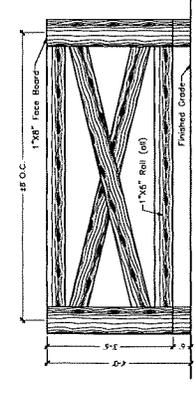
Entry Feature Landscape Enlargement  
Sheet 1 of 2



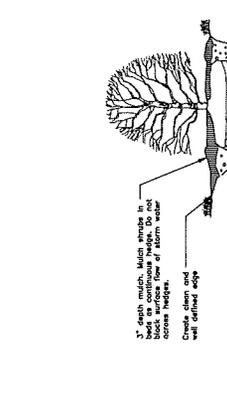
Entry Signage Detail  
No. Scale



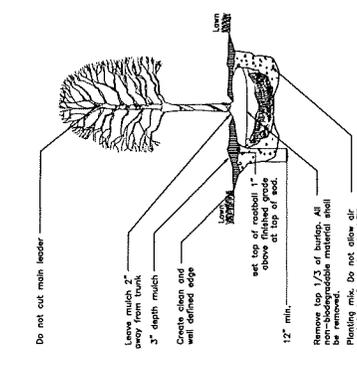
Entry Feature Elevation  
No. Scale



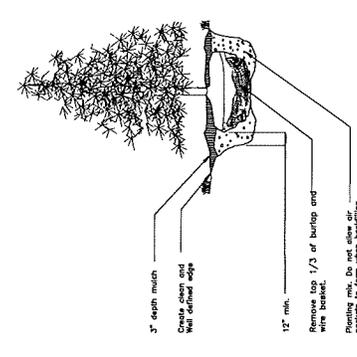
Dry Stacked Limestone Column  
No. Scale



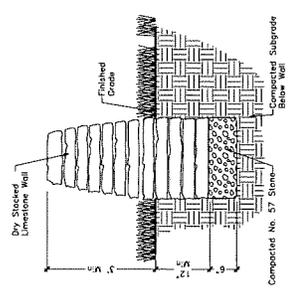
Shrub Planting  
No. Scale



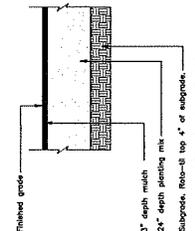
Deciduous Tree Planting  
No. Scale



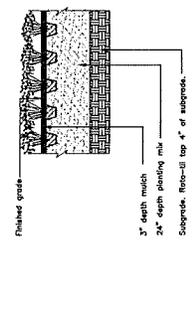
Evergreen Tree Planting  
No. Scale



Dry Stacked Limestone Wall  
No. Scale



Planting Area Establishment  
No. Scale



Perennial & Grass-Over Planting  
No. Scale



## FACT SHEET

---

AGENDA ITEM NO: 20

DATE: 12/09/2019

ORDINANCE NO:

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 FINAL DEVELOPMENT PLAN REQUEST BY MEDROCK LLC FOR WILLOWBROOK SECTION 3 CONTAINING 88 SINGLE FAMILY LOTS ON APPROXIMATELY 22.5 ACRES ON PROPERTY ZONED R-3 AND R-6 (ONE FAMILY RESIDENTIAL DISTRICT AND MULTI-FAMILY RESIDENTIAL DISTRICT) AND LOCATED ON THE NORTH AND SOUTH SIDE OF BOULDER DRIVE BETWEEN MINTON DRIVE AND FIRESTONE DRIVE.

**BACKGROUND:**

See attached report

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1129 Procedures of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 6-0 on December 4, 2019.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 19-78

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN REQUEST BY MEDROCK LLC FOR WILLOWBROOK SECTION 3 CONTAINING 88 SINGLE FAMILY LOTS ON APPROXIMATELY 22.5 ACRES ON PROPERTY ZONED R-3 AND R-6 (ONE FAMILY RESIDENTIAL DISTRICT AND MULTI-FAMILY RESIDENTIAL DISTRICT) AND LOCATED ON THE NORTH AND SOUTH SIDE OF BOULDER DRIVE BETWEEN MINTON DRIVE AND FIRESTONE DRIVE.

WHEREAS, the Planning Commission at its meeting on December 4, 2019 recommended approval of a Final Development Plan request by Medrock LLC., for Willowbrook Section 3 containing 88 single family lots on approximately 22.5 acres on property zoned R-3 and R-6 (One Family Residential District and Multi-Family Residential District) and located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive (PC Case 2019-2622).

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

SECTION 1. That the Final Development Plan request by Medrock LLC., for Willowbrook Section 3 containing 88 single family lots on approximately 22.5 acres on property zoned R-3 and R-6 (One Family Residential District and Multi-Family Residential District) and located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive, is hereby confirmed, approved, and accepted with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The lots and houses shall comply with the minimum bulk and setback requirements per the approved development text.
3. The minimum house size for a one-story house shall be 1,300 square feet and 1,400 square feet for a two-story house per the approved development text.
4. The developer will work with Staff to increase corner lots 4, 5, 19, and 44 to meet Chapter 1171 Design Requirements as much as practical.
5. The single-family houses shall comply with the minimum architectural standards per Chapter 1171.08 Residential Development Design Criteria

and Performance Standards.

6. A street tree plan shall be submitted, reviewed and approved by the Shade Tree Commission.
7. A tree survey shall be required for the subject Section and any tree removal and/or replacement shall achieve compliance with Chapter 1168 Tree Preservation Regulations.
8. The subject bike path and landscaping shall be maintained by the HOA with an easement to allow for public use.
9. The street lighting plan shall be submitted, reviewed and approved by the City and achieve compliance with all zoning requirements.
10. The HOA declarations and covenants for Sections 1-3 shall not preclude the possibility of merging with the existing Adalee Park HOA should the Adalee Park HOA wish to do that when this new section is turned over to resident control by the developer.

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: 12/09/2019

ORDINANCE NO: 19-79

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 FINAL SUBDIVISION PLAT REQUEST BY MEDROCK LLC FOR WILLOWBROOK SECTION 3 CONTAINING 88 SINGLE FAMILY LOTS ON APPROXIMATELY 22.5 ACRES ON PROPERTY ZONED R-3 AND R-6 (ONE FAMILY RESIDENTIAL DISTRICT AND MULTI-FAMILY RESIDENTIAL DISTRICT) AND LOCATED ON THE NORTH AND SOUTH SIDE OF BOULDER DRIVE BETWEEN MINTON DRIVE AND FIRESTONE DRIVE.

**BACKGROUND:**

See attached report

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1111 Procedures of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 6-0 on December 4, 2019.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 19-79

AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT REQUEST BY MEDROCK LLC FOR WILLOWBROOK SECTION 3 CONTAINING 88 SINGLE FAMILY LOTS ON APPROXIMATELY 22.5 ACRES ON PROPERTY ZONED R-3 AND R-6 (ONE FAMILY RESIDENTIAL DISTRICT AND MULTI-FAMILY RESIDENTIAL DISTRICT) AND LOCATED ON THE NORTH AND SOUTH SIDE OF BOULDER DRIVE BETWEEN MINTON DRIVE AND FIRESTONE DRIVE.

WHEREAS, the Planning Commission at its meeting on December 4, 2019 recommended approval of a Final Subdivision Plat request by Medrock LLC., for Willowbrook Section 3 containing 88 single family lots on approximately 22.5 acres on property zoned R-3 and R-6 (One Family Residential District and Multi-Family Residential District) and located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive (PC Case 2019-2623).

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

SECTION 1. That the Final Subdivision Plat request by Medrock LLC., for Willowbrook Section 3 containing 88 single family lots on approximately 22.5 acres on property zoned R-3 and R-6 (One Family Residential District and Multi-Family Residential District) and located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive, is hereby confirmed, approved, and accepted with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The lots and houses shall comply with the minimum bulk and setback requirements per the approved development text.
3. The minimum house size for a one-story house shall be 1,300 square feet and 1,400 square feet for a two-story house per the approved development text.
4. The developer will work with Staff to increase corner lots 4, 5, 19, and 44 to meet Chapter 1171 Design Requirements as much as practical.
5. The single-family houses shall comply with the minimum architectural standards per Chapter 1171.08 Residential Development Design Criteria

and Performance Standards.

6. A street tree plan shall be submitted, reviewed and approved by the Shade Tree Commission.
7. A tree survey shall be required for the subject Section and any tree removal and/or replacement shall achieve compliance with Chapter 1168 Tree Preservation Regulations.
8. The subject bike path and landscaping shall be maintained by the HOA with an easement to allow for public use.
9. The street lighting plan shall be submitted, reviewed and approved by the City and achieve compliance with all zoning requirements.
10. The HOA declarations and covenants for Sections 1-3 shall not preclude the possibility of merging with the existing Adalee Park HOA should the Adalee Park HOA wish to do that when this new section is turned over to resident control by the developer.

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: 2019-2622-2623

REQUEST: Multiple Requests

PROJECT: Willowbrook Section 3

MEETING DATE: December 4, 2019

---

**APPLICANT/OWNER**

Medrock LLC  
3895 Stonebridge Lane  
Dublin, Ohio 43017

**REQUESTS**

2019-2622: A request by Medrock LLC for approval of a Final Development Plan for Willowbrook Section 3 on approximately 22.5 acres containing 88 single family lots on property zoned R-3 and R-6 PUD (One Family Residential District and Multi-Family Residential District with a Planned Unit Development) located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive.

2019-2623: A request by Medrock LLC for approval of a Final Subdivision Plat for Willowbrook Section 3 on approximately 22.5 acres containing 88 single family lots on property zoned R-3 and R-6 PUD (One Family Residential District and Multi-Family Residential District with a Planned Unit Development) located on the north and south side of Boulder Drive between Minton Drive and Firestone Drive.

**PROPERTY LOCATION & DESCRIPTION**

The subject parcels are located north and south of Boulder Drive between Minton Drive and Firestone Drive. The zoning to the north is R-3 PUD, the zoning to the south is R-6 (Multi-Family Residential District) and M-2 (General Manufacturing District), the zoning to the east is R-3 PUD and the zoning to the west is R-6 and R-3 PUD.

**BACKGROUND/PROPOSAL**

This development dates back to the late 1990's known as Willowbrook Farms encompassing 282 acres which consisted of a variety of uses and areas including developments now known as Adalee Park, Braddington Commons and Millbrook among others and is located essentially between Carson Farms and Lehner Woods with the Preliminary Development Plan approved in 1999 (Ordinance 99-76). In 2001, City Council approved Adalee Park Section 1 (Ordinance 01-109) which contained 53 single family lots and in 2004 City Council approved Adalee Park Section 2 (04-148) which contained 43 single family lots. In June 2018, City Council approved the Final Development Plan and Final Subdivision Plat for Section 2 Phases 1-3 (Ordinances 18-57 & 18-58) for 85 single family lots on 28.5 acres. Now the developer is requesting to complete the single-family zoning portion of the PUD with 88 single family homes on approximately 22.5 acres in Area "C" of Willowbrook Farm Tract.

---

**STAFF ANALYSIS**

- **ZONING:** The subject residential subdivision is permitted in the R-3 PUD zoning district, was approved preliminarily and would require Final Development Plan and Final Subdivision Plat approval by the Planning Commission and City Council.
- **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 a technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND TRAFFIC:** The access to Section 3 would be from the extension of Boulder Drive from the east (Sunnyview Farms) and west (Willowbrook Farms) that would complete a connection from Houk Road to Curtis Street via Firestone Drive. Section 3 would connect into the Carson Farms Subdivision through Steeplechase Street and Canal Street to the north. Onyx Lane extends from Boulder Drive to Steeplechase Street with two cul-de sacs extending south (Topaz Court and Amethyst Court). South of Boulder Drive is a single cul-de-sac extending from Steeplechase Street. All the subdivision streets would have to be constructed to public standards and achieve compliance with the minimum engineering requirements.
- **SITE LAYOUT:** The subject section is located in the Single-Family Area "C" of the Willowbrook Farm Tract Planned Unit Development adopted in 1999. The developer is proposing 88 single family lots on approximately 22.5 acres with lots being a minimum 60 feet wide with a minimum lot size of 7,000 square feet (0.161 acre). The smallest lot in this section is 7,000 square feet (0.161 acre) with the largest lot being 15,768 square feet (0.362 acre) with the majority of the lots in the 0.175-acre range (7,623 square feet). The

front yard setbacks are 25 feet, the rear yard setbacks are 30 feet and the side yard setbacks total 15 feet with one side not less than 6 feet. Per the approved PUD development text, the minimum one-story house is 1,300 square feet and the minimum two-story house is 1,400 square feet. All the corner lots would be oversized by 33% from the base lot size with lots 4, 5, 19, 44, 73, 74 & 88 needing to be increased to a minimum 79.8 feet wide (60 feet minimum lot width x 0.33 percent) to achieve compliance with the zoning code.

- **DESIGN:** All the houses would have to achieve compliance with Chapter 1171.08 Residential Development Design Criteria and Performance Standards which requires: 1.) 25% of the front elevation shall be natural materials; 2.) Minimum 4-inch window trim; 3.) Minimum 8-inch overhangs and return soffit; 4.) Upgraded vinyl siding; 5.) Minimum roof pitch of 6:12; and 6.) Achieve compliance with minimum landscape standards.
- **PARKLAND AND OPEN SPACE:** There is not any park or open space proposed in the subject section which matches the approved Preliminary Development Plan Single Family Area "C" and the overall approved PUD. However, the subject section is located just east of the City's Veterans Park and the YMCA. A bike path would be required on the south side of Boulder Drive per the adopted Bicycle and Pedestrian Master Plan 2027.
- **LANDSCAPING PLAN:** The street tree planting plan is required to be reviewed and approved by the Shade Tree Commission.
- **BIKE PATHS AND PEDESTRIAN ROUTES:** As mentioned earlier, a bike path would be required on the south side of Boulder Drive per the adopted Bicycle and Pedestrian Master Plan 2027 while there would be a sidewalk on the north side of Boulder Drive. Also, sidewalks would be provided on both sides of all public streets in this section.
- **TREE PRESERVATION:** The subject site appears to have trees along the northern, eastern and southern property lines of this section. A tree survey identifying the number, size and condition of the trees shall be submitted for staff review prior to construction drawing approval. Any tree removal and/or replacement would have to achieve compliance with Chapter 1168 Tree Preservation Regulations
- **LIGHTING PLAN:** A lighting plan would have to be submitted, reviewed and approved by the City that achieves compliance with the zoning code.
- **MISC:** Given what staff understands from the developer to be a legal requirement to turn over the Adalee Park HOA to the residents and a restriction to add to the HOA, staff recommends that declarations and covenants for this subject section do not preclude the possibility of merging with the existing Adalee Park HOA should the Adalee Park HOA wish to do that when this new section is turned over to resident control by the developer. Staff understands that what is now known as Willowbrook Section 1-3 will be in a single HOA. With so few lots in each section, their proximity and shared entrances, it does not make sense in staff's opinion for two HOA's to exist where one would likely be efficient and effective. This is ultimately a decision amongst these private entities but staff recommends that the new HOA documents do not preclude a merger from happening.

---

**STAFF RECOMMENDATION – (2019-2622 FINAL DEVELOPMENT PLAN)**

Staff recommends approval of a request by Medrock LLC, for a Final Development Plan for Willowbrook Section 3 on approximately 22.5 acres containing 88 single family lots on property zoned R-3 and R-6 PUD (One Family Residential District and Multi-Family Residential District with a Planned Unit Development) located north and south side of Boulder Drive between Minton Drive and Firestone Drive, with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The lots and houses shall comply with the minimum bulk and setback requirements per the approved development text.
3. The minimum house size for a one-story house shall be 1,300 square feet and 1,400 square feet for a two-story house per the approved development text.

4. Corner lots 4, 5, 19, 44, 73, 74 & 88 shall be increased to a minimum 79.8 feet wide (60 feet minimum lot width x 0.33 percent) to achieve compliance with the zoning code.
5. The single-family houses shall comply with the minimum architectural standards per Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
6. A street tree plan shall be submitted, reviewed and approved by the Shade Tree Commission.
7. A tree survey shall be required for the subject Section and any tree removal and/or replacement shall achieve compliance with Chapter 1168 Tree Preservation Regulations.
8. The subject bike path and landscaping shall be maintained by the HOA with an easement to allow for public use.
9. The street lighting plan shall be submitted, reviewed and approved by the City and achieve compliance with all zoning requirements.
10. The HOA declarations and covenants for Sections 1-3 shall not preclude the possibility of merging with the existing Adalee Park HOA should the Adalee Park HOA wish to do that when this new section is turned over to resident control by the developer.

---

**STAFF RECOMMENDATION – (2019-2623 FINAL SUBDIVISION PLAT)**

Staff recommends approval of a request by Medrock LLC, for a Final Subdivision Plat for Willowbrook Section 3 on approximately 22.5 acres containing 88 single family lots on property zoned R-3 and R-6 PUD (One Family Residential District and Multi-Family Residential District with a Planned Unit Development) located north and south side of Boulder Drive between Minton Drive and Firestone Drive, with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The lots and houses shall comply with the minimum bulk and setback requirements per the approved development text.
3. The minimum house size for a one-story house shall be 1,300 square feet and 1,400 square feet for a two-story house per the approved development text.
4. Corner lots 4, 5, 19, 44, 73, 74 & 88 shall be increased to a minimum 79.8 feet wide (60 feet minimum lot width x 0.33 percent) to achieve compliance with the zoning code.
5. The single-family houses shall comply with the minimum architectural standards per Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
6. A street tree plan shall be submitted, reviewed and approved by the Shade Tree Commission.
7. A tree survey shall be required for the subject Section and any tree removal and/or replacement shall achieve compliance with Chapter 1168 Tree Preservation Regulations.
8. The subject bike path and landscaping shall be maintained by the HOA with an easement to allow for public use.
9. The street lighting plan shall be submitted, reviewed and approved by the City and achieve compliance with all zoning requirements.
10. The HOA declarations and covenants for Sections 1-3 shall not preclude the possibility of merging with the existing Adalee Park HOA should the Adalee Park HOA wish to do that when this new section is turned over to resident control by the developer.

**COMMISSION NOTES:**

---

---

---

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

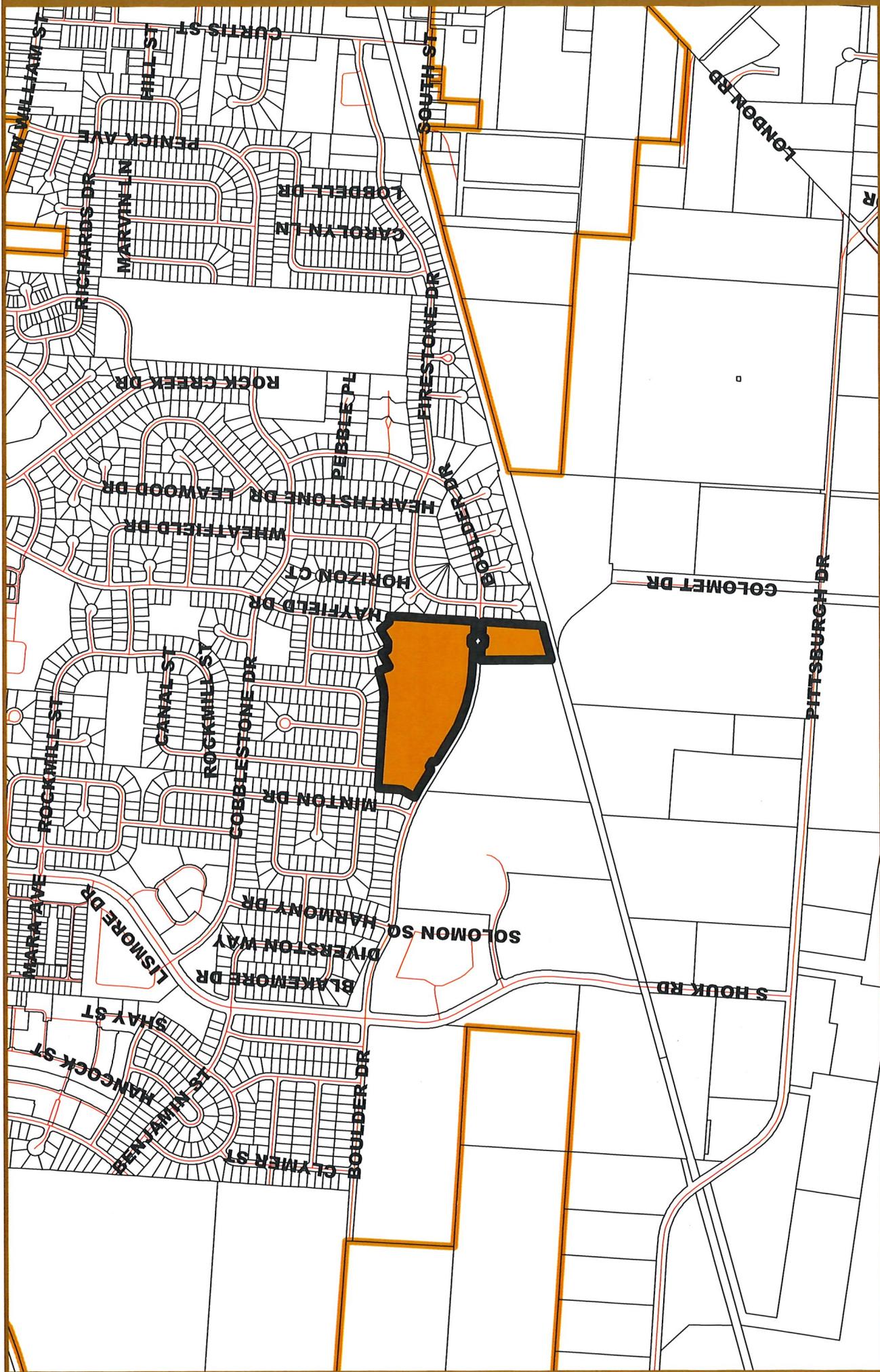
*CONDITIONS/MISCELLANEOUS:*

---

---

---

**FILE:**  
**ORIGINAL:**  
**REVISED:**     11/27/19

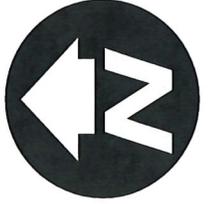


2019-2622-2623  
 Final Development Plan and Final Subdivision Plat  
 Willowbrook - Section 3  
 Location Map





2019-2622-2623  
 Final Development Plan and Final Subdivision Plat  
 Willowbrook - Section 3  
 Zoning Map



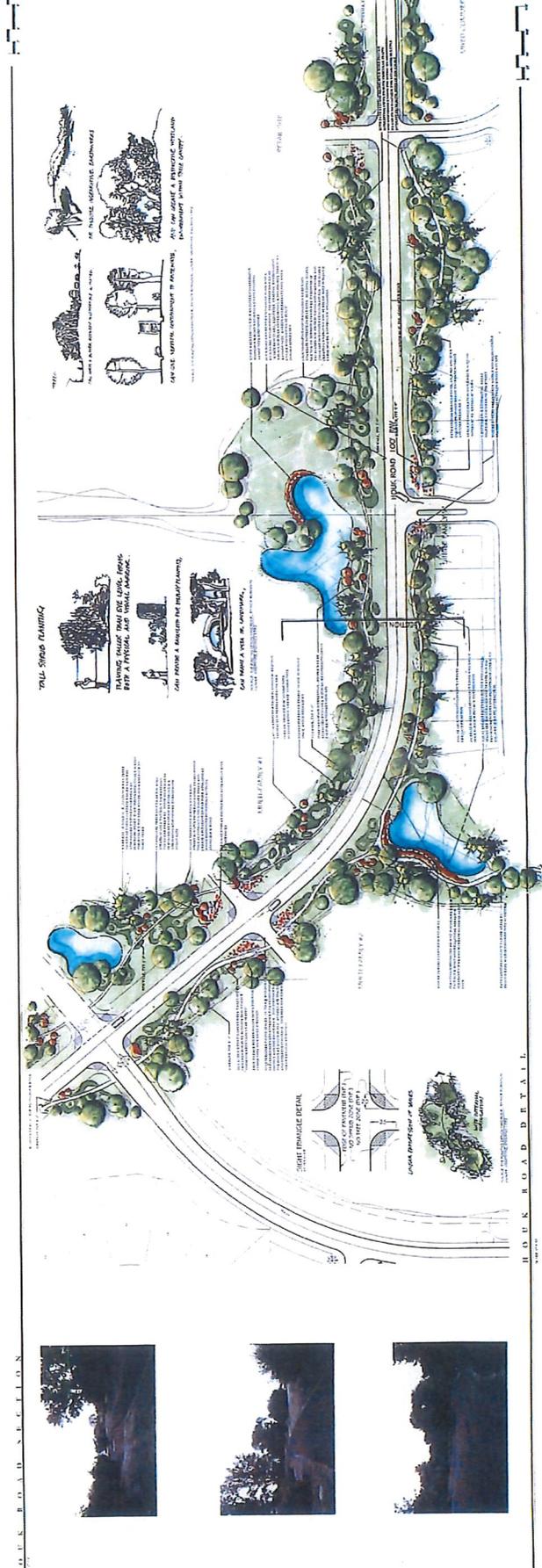
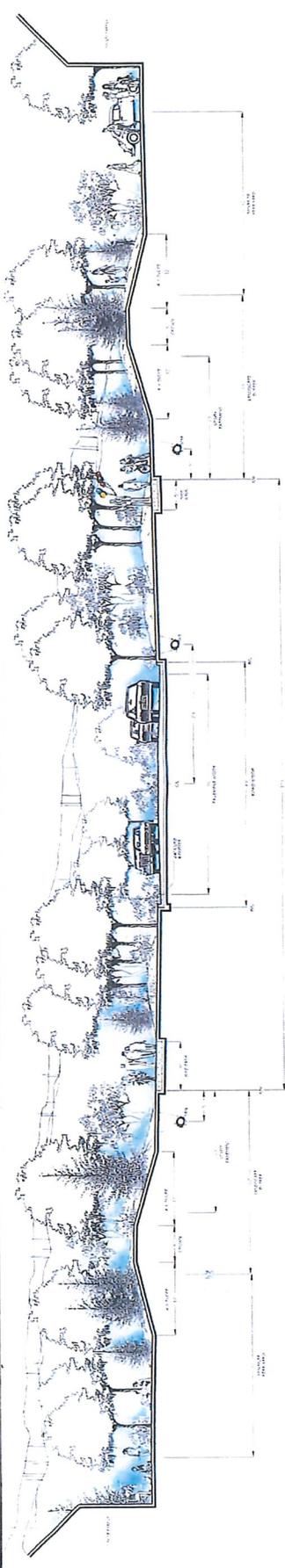
2019-2622-2623  
Final Development Plan and Final Subdivision Plat  
Willowbrook - Section 3  
Aerial (2016) Map



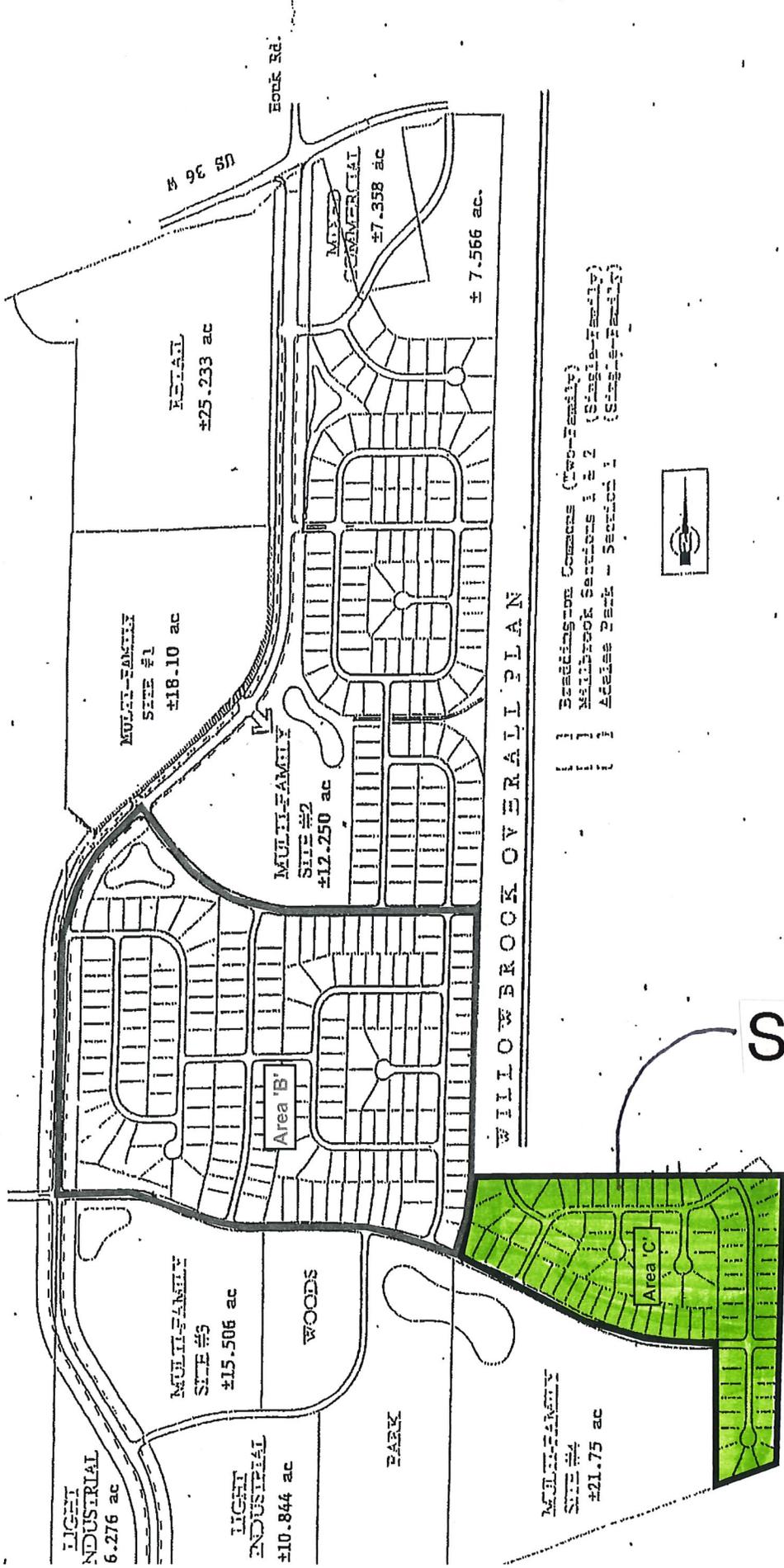
# WILLOWBROOK FARM TRACT PUD



## SECTION 3



# WILLOWBROOK FARM TRACT PUD



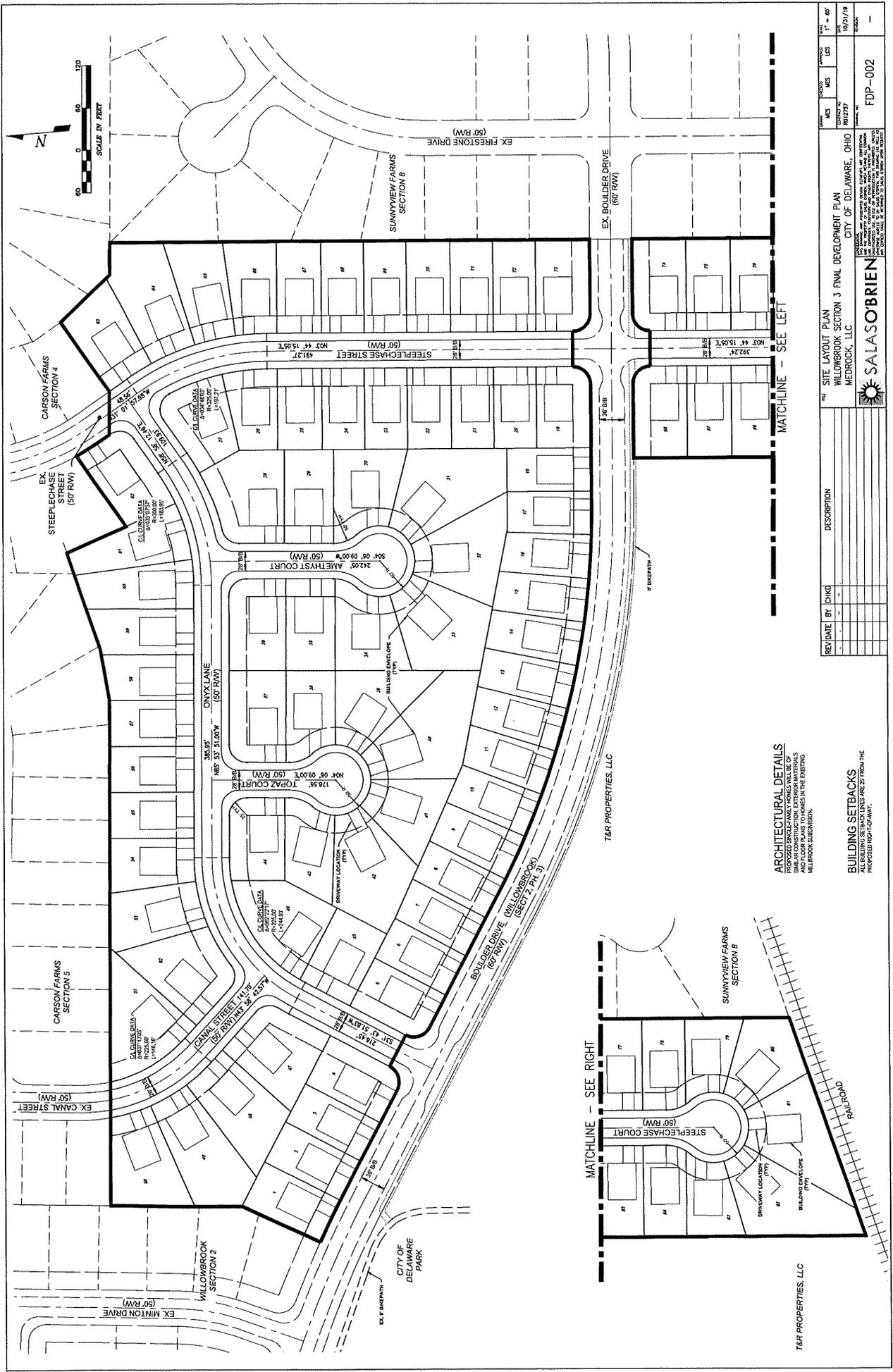
WILLOWBROOK OVERALL PLAN

- [ ] Washington Commons (Two-Family)
- [ ] Willowbrook Sections 1 & 2 (Single-Family)
- [ ] Adelle Park - Section 1 (Single-Family)



## SECTION 3





REV	DATE	BY	CHKD	DESCRIPTION

THE SITE LAYOUT PLAN  
 WILLOWBROOK SECTION 3 FINAL DEVELOPMENT PLAN  
 CITY OF DELAWARE, OHIO  
 MEDROCK, LLC

**ARCHITECTURAL DETAILS**  
 SHALL BE CONSTRUCTION, EXTERIOR MATERIALS  
 AND FLOOR PLANS TO MATCH THE EXISTING  
 WILLOWBROOK DEVELOPMENT.

**BUILDING SETBACKS**  
 ALL BUILDING SETBACKS ARE 25' FROM THE  
 PROPOSED HIGHWAYWAY.

T&P PROPERTIES, LLC  
 SALASOBRIEN

FDP-002













## FACT SHEET

---

AGENDA ITEM NO: 22

DATE: 12/09/2019

ORDINANCE NO: 19-80

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Dean Stelzer, Finance Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$16,500,000 FOR THE PURPOSE OF PAYING THE COSTS OF REFUNDING BONDS PREVIOUSLY ISSUED BY THE CITY FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S MUNICIPAL RECREATION FACILITIES, INCLUDING THE CONSTRUCTION OF A RECREATION CENTER TO PROVIDE FITNESS, TRACK, SWIMMING, AND INDOOR AND OUTDOOR MULTI-PURPOSE FACILITIES, AND ATHLETIC FIELDS, AND THE CONSTRUCTION, RENOVATION AND IMPROVEMENT OF OTHER MUNICIPAL RECREATION FACILITIES, INCLUDING THE PROVISIONS OF FURNISHINGS AND EQUIPMENT FOR THE CENTER AND ALL OF SUCH OTHER FACILITIES, AND ACQUIRING RELATED INTERESTS IN REAL PROPERTY AND OTHERWISE IMPROVING THE SAME, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

See attached memo.

**REASON WHY LEGISLATION IS NEEDED:**

**COMMITTEE RECOMMENDATION:**

Finance Committee, approval

**FISCAL IMPACT(S):**

See attached Memo

**POLICY CHANGES:**

**PRESENTER(S):**

Dean Stelzer, Finance Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S):**

Memo

Fiscal Officer Certificate

ORDINANCE NO. 19-80

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$16,500,000 FOR THE PURPOSE OF PAYING THE COSTS OF REFUNDING BONDS PREVIOUSLY ISSUED BY THE CITY FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S MUNICIPAL RECREATION FACILITIES, INCLUDING THE CONSTRUCTION OF A RECREATION CENTER TO PROVIDE FITNESS, TRACK, SWIMMING, AND INDOOR AND OUTDOOR MULTI-PURPOSE FACILITIES, AND ATHLETIC FIELDS, AND THE CONSTRUCTION, RENOVATION AND IMPROVEMENT OF OTHER MUNICIPAL RECREATION FACILITIES, INCLUDING THE PROVISIONS OF FURNISHINGS AND EQUIPMENT FOR THE CENTER AND ALL OF SUCH OTHER FACILITIES, AND ACQUIRING RELATED INTERESTS IN REAL PROPERTY AND OTHERWISE IMPROVING THE SAME, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, this Council passed Ordinance No. 08-29 on April 28, 2008 authorizing an increase in the City's municipal income tax rate from 1.40% to 1.55% and providing that such increase would become effective on January 1, 2009 if such increase was approved by a majority of the voters at an election to be held on August 5, 2008; and

WHEREAS, a majority of the voters at the election held on August 5, 2008 approved the increase in the City's municipal income tax rate from 1.40% to 1.55%; and

WHEREAS, in accordance with Ordinance No. 08-29 and the approval by the voters at the August 5, 2008 election, the receipts from the 0.15% increase in the City's municipal income tax rate (the "*Parks and Recreation Income Tax*") shall be used for the purpose of paying the costs of improving the City's municipal recreation facilities, including the construction of a recreation center to provide fitness, track, swimming, and indoor and outdoor multi-purpose facilities, and athletic fields, and the construction, renovation and improvement of other municipal recreation facilities, including the provisions of furnishings and equipment for the center and all of such other facilities, and acquiring related interests in real property and otherwise improving the same, together with all necessary appurtenances thereto, and paying the debt service charges and related costs of securities issued to pay the costs of the center and such other facilities; and

WHEREAS, pursuant to Amended and Restated Ordinance No. 09-97 passed January 11, 2010 (the "*2010 Bond Ordinance*"), bonds in the aggregate principal amount of \$20,120,000, dated February 18, 2010 (the "*2010 Bonds*"), were issued for the purpose described in Section 2; and

WHEREAS, this City Council finds and determines that it will be in the City's best interest to issue general obligation bonds in accordance with Chapter 133 of the Ohio Revised Code in the maximum principal amount of \$16,500,000 (the "*Bonds*") in order to refund at a lower rate of interest all or a portion of the outstanding 2010 Bonds (collectively, the

“*Outstanding 2010 Bonds*”), which Outstanding 2010 Bonds are subject to prior redemption at the option of the City at a redemption price of 100% of par plus any accrued interest to their redemption date, and to pay any expenses relating to that refunding and the issuance of the Bonds; and

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is December 1, 2034;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“*Authorized Denominations*” means the denomination of \$5,000 or any integral multiple in excess thereof.

“*Bond Proceedings*” means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Escrow Agreement, the Purchase Agreement, the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than

the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“*City Attorney*” means the City Attorney of the City or any person serving in an interim or acting capacity with respect to that office.

“*City Clerk*” means the City Clerk of the City or any person serving in an interim or acting capacity with respect to that office.

“*City Manager*” means the City Manager of the City or any person serving in an interim or acting capacity with respect to that office.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the City Clerk and executed by the City Manager and the Director of Finance, all in accordance with Section 9(c).

“*Depository*” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Director of Finance*” means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

“*Escrow Agreement*” means the Escrow Agreement between the City and the Escrow Trustee, as it may be modified from the form on file with the City Clerk and executed by the City Manager and the Director of Finance, all in accordance with Section 10.

“*Escrow Fund*” means the City of Delaware, Ohio – Series 2020 Refunding Escrow Fund created pursuant to Section 10 and in accordance with the Escrow Agreement.

“*Escrow Trustee*” means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 10 as the initial escrow trustee for the Refunded Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, “*Escrow Trustee*” shall mean the successor Escrow Trustee.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*Interest Payment Dates*” means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

“*Principal Payment Dates*” means, unless otherwise specified in the Certificate of Award, December 1 in each of the years as determined necessary by the Director of Finance in the Certificate of Award, *provided* that the first Principal Payment Date shall occur no later than the earliest maturity date of the Refunded Bonds, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

“*Purchase Agreement*” means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the City Clerk and executed by the City Manager and the Director of Finance, all in accordance with Section 6.

“*Redemption Date*” means the date designated by the Director of Finance in the Certificate of Award as the earliest practicable date on which the Refunded Bonds shall be redeemed in accordance with Section 10, *provided* that such Redemption Date shall be no later than ninety (90) days following the Closing Date.

“*Refunded Bonds*” means, collectively, the principal maturities of the Outstanding 2010 Bonds to be determined by the Director of Finance in the Certificate of Award as the maturities the refunding of which will be in the best interest of and financially advantageous to the City.

“*Registrar Agreement*” means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the City Clerk and executed by the City Manager and the Director of Finance, all in accordance with Section 4.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Rule*” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“*SEC*” means the Securities and Exchange Commission.

“*Serial Bonds*” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*Term Bonds*” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of \$16,500,000 (the “*Bonds*”) for the purpose of paying the costs of refunding bonds previously issued by the City for the purpose of paying the costs of improving the City’s municipal recreation facilities, including the construction of a recreation center to provide fitness, track, swimming, and indoor and outdoor multi-purpose facilities, and athletic fields, and the construction, renovation and improvement of other municipal recreation facilities, including the provisions of furnishings and equipment for the center and all of such other facilities, and acquiring related interests in real property and otherwise improving the same, together with all necessary appurtenances thereto (the “*Improvement*”). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be issued in an amount determined by the Director of Finance in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Refunded Bonds, other City monies available for the purpose, the estimates of the Financing Costs and the interest rates on the Bonds. The Refunded Bonds shall

be determined by the Director of Finance in the Certificate of Award as the maturities of the Outstanding 2010 Bonds the refunding of which will be in the best interest of and financially advantageous to the City.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent, escrow trustee, verification consultant and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award, and in the Purchase Agreement and/or the Registrar Agreement) shall be used to pay costs of refunding the Refunded Bonds and/or be paid into the Bond Retirement Fund, with such determination being made by the Director of Finance in the Certificate of Award, consistent with the Director of Finance's determination of the best interest of and financially advantageous to the City. Any portion of those proceeds received by the City representing accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financially advantageous to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds,

the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such as to demonstrate a net present value savings to the City due to the refunding of the Refunded Bonds, after taking into account all expenses related to that refunding and the issuance of the Bonds.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person’s address appearing, on the Bond Register at the close of business on the 15<sup>th</sup> day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the “*Mandatory Sinking Fund Redemption Requirements*”).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45<sup>th</sup> day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only

upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15<sup>th</sup> day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the

redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the City Clerk. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed pursuant to the Certificate of Award, and the Purchase Agreement and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15<sup>th</sup>

day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single

Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the City Clerk, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the City Manager, the Director of Finance, the City Attorney, the City Clerk and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the City Manager, the Director of Finance, the City Attorney, the City Clerk and other City officials, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio, and the Charter of the City, including but not limited to receipts from the Parks and Recreation Income Tax; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if

different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The City Manager and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the City Clerk, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The City Manager and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the City Clerk. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City

Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the City Attorney and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award, the Purchase Agreement and/or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Call for Redemption; Escrow Trustee; Escrow Agreement; Escrow Fund. To provide for the payment of the principal of and interest on the Refunded Bonds, the Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the Escrow Trustee. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Escrow Agreement between the City and the Escrow Trustee, in substantially the form as is now on file with the City Clerk. The Escrow Fund provided for in the Escrow Agreement is hereby created. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement, except to the extent paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Acting pursuant to the 2010 Bond Ordinance which authorized the 2010 Bonds, the Refunded Bonds, as determined by the Director of Finance in the Certificate of Award to be refunded and called for redemption, are hereby called for redemption on the earliest practicable date as set forth in the Certificate of Award (the "*Redemption Date*") at the required redemption price of the principal amount thereof, and the Director of Finance is hereby authorized and directed to cause those Refunded Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the 2010 Bond Ordinance.

For informational purposes, a certified copy of this Ordinance shall be sent by the Director of Finance to the current bond registrar for the Refunded Bonds.

In order to provide for the payment of (a) the interest on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date, the City covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The City will provide from the proceeds of the Bonds and other available funds in accordance with this Ordinance, moneys and investments sufficient to pay in full (a) the interest on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date. The City covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Ordinance, Section 133.34 of the Ohio Revised Code, and the Escrow Agreement to carry out such payments so that the Refunded Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for the Escrow Fund proceeds to be received from the sale of the Bonds and other available funds which shall be held in cash, or, if and to the extent determined by the Director of Finance to be financially advantageous to the City, invested in United States Treasury Obligations (“*Treasury Securities*”), State and Local Government Series (“*SLG Securities*”) or other direct obligations of, or obligations guaranteed as to both principal and interest by, the United States of America as defined in Section 133.34 of the Ohio Revised Code (direct obligations and guaranteed obligations together with the SLG Securities, collectively, the “*Securities*”).

The moneys in the Escrow Fund which shall be held in cash and Securities (if any) may, if and to the extent determined by the Director of Finance to be financially advantageous to the City, be certified by an independent public accounting firm of national reputation in a written report (the “*Verification Report*”) to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Refunded Bonds to be deemed to be not outstanding as provided for in Section 133.34 of the Ohio Revised Code. The balance of the proceeds to be received from the sale of the Bonds, less any amount thereof contemplated by the Verification Report to be held in cash in the Escrow Fund and less any amount otherwise provided for herein, shall be used for the payment of costs related to the refunding and the issuance of the Bonds. The Director of Finance is hereby authorized to retain and designate in the Certificate of Award an independent public accounting firm of national reputation to prepare and deliver the Verification Report.

At the direction of the Director of Finance, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the City. Further, if the

Director of Finance determines that it would be in the best interest of and financially advantageous to the City to purchase Treasury Securities for deposit into the Escrow Fund, the Director of Finance or any other officer of the City, on behalf of the City and in their official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Any such moneys, and Securities (if any), in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest on the Refunded Bonds.

Section 11. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the City Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 12. Municipal Advisor. The services of Rockmill Financial Consulting, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an

appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 13. Certification and Delivery of Ordinance and Certificate of Award. The City Clerk is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of the County of Delaware, Ohio.

Section 14. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 15. Compliance with Open Meeting Requirements. 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 or any of its committees, and that all deliberations of this Council and of 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 16. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to take advantage of favorable interest rates and realize a savings in interest costs by refunding the Refunded Bonds and to coordinate the sale of the Bonds with other bonds of the City; wherefore, this Ordinance shall 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: \_\_\_\_\_, 20\_\_

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

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

\_\_\_\_\_  
MAYOR



## MEMORANDUM

**TO:** City Council  
**FROM:** Dean Stelzer, Finance Director   
**DATE:** December 5, 2019  
**RE:** Bond Legislation

The agenda for the December 9, 2019 City Council meeting includes an ordinance authorizing the issuance of long-term bonds to be used to refinance existing outstanding debt. In 2010 the City issued \$20,120,000 of Income Tax Special Obligation Bonds to pay for the Community Recreation Center construction and other park improvements. These improvements, including any related debt obligations, are paid for with proceeds from the 0.15% recreation income tax approved by the voters in August of 2008. The bonds had an initial term of 25 years maturing in 2034. An optional redemption (call) provision was included in the original borrowing that allows the City to call (pay off) any outstanding bonds as of June 30, 2020. Based on current market interest rates it makes sense to exercise the call provision and reissue the debt at a lower rate at the earliest date possible.

The current outstanding amount on the bonds is \$15,260,000. The average interest rate through the 2034 maturity date is 4.465%. Re-issuing the \$15,260,000 amount as a 6-year non-callable bond would reduce the average interest rate on the outstanding bonds to 1.93%. This interest rate reduction coupled with projected revenues from the 0.15% recreation levy tax would enable the City to rescind the 0.15% recreation income tax as soon as the end of 2024.

Then tentative timeline for this bond issue is:

December 9, 2019	Present Bond Legislation to City Council
January 8, 2020	Bond rating presentation with Moody's in Chicago
January 22, 2020	Price (sell) the bonds via a negotiated deal with PNC Capital
March 4, 2020	Close the issue. (Maximum 90 days prior to call date)

Passing the bond legislation with the first reading and an emergency clause, although not required, would facilitate a timelier process and would put us in a position to price the issue prior to my January 31, 2020 retirement date.

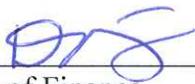
**SUPPLEMENTAL  
FISCAL OFFICER'S CERTIFICATE**

To the City Council of the City of Delaware, Ohio:

As fiscal officer of the City of Delaware, Ohio, and supplementing the certificate of October 12, 2009, I certify in connection with your proposed issue of bonds in the maximum principal amount of \$16,500,000 (the "*Bonds*"), to be issued for the purpose of paying the costs of refunding bonds previously issued by the City for the purpose of paying the costs of improving the City's municipal recreation facilities, including the construction of a recreation center to provide fitness, track, swimming, and indoor and outdoor multi-purpose facilities, and athletic fields, and the construction, renovation and improvement of other municipal recreation facilities, including the provisions of furnishings and equipment for the center and all of such other facilities, and acquiring related interests in real property and otherwise improving the same, together with all necessary appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.
  
2. The maximum maturity of the Bonds, calculated in accordance with Sections 133.20 and 133.34 of the Ohio Revised Code, is December 1, 2034. This certification takes into consideration the certificate of October 12, 2009 and the maximum maturity of 25 years stated therein which was based upon the 25-year estimate of the average life or period of usefulness of the Improvement.

Dated: December 9, 2019

  
\_\_\_\_\_  
Director of Finance  
City of Delaware, Ohio

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: December 9, 2019

---

1. **Calendar**

See Attached

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

N/A

3. **Manager Meetings/Events**

November 19

SID Discussion with Main Street

November 20

Delaware Entrepreneurial Center at OAWU Advisory Board Mtg

November 21

Presentation at Willowbrook with Councilwoman Keller

November 25

Rotary

Skype Call with Baumholder

Council

December 1

Sakata Art Exhibit @ Arts Castle

December 2

Rotary

Budget Work Session

December 3

911 Board Meeting

December 5

Burger King Ribbon Cutting

Budget Work Session

# December

2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Budget Work Session 6:30 pm	3	4 Civil Service 3 pm- cancelled Planning 6:30 pm	5 Budget Work Session 6:30 pm	6 First Friday – 6 – 9 pm Christmas Tree Lighting 6:30 pm	7
8 Christmas Parade 3pm	9 Council 7 pm	10	11 BZA 6 :30 pm Canceled	12 Budget Work Session 6:30 pm if needed	13	14
15	16 Parking and Safety 6pm Canceled	17	18 HPC 6:30 pm	19 Year End Council Meeting 7 pm	20	21
22	23	24 City Offices Closed at noon	25 City Offices Closed	26	27	28
29	30	31				