

**CITY OF DELAWARE
CITY COUNCIL
MEETING TO BE HELD VIRTUALLY VIA CISCO Webex **
7:00 P.M. MEETING**

AGENDA

7:00 P.M.

DECEMBER 14, 2020

1. ROLL CALL
2. INVOCATION – Reverend Tracey Sumner
3. APPROVAL of the Motion Summary of the regular meeting of Council held on November 23, 2020, as recorded and transcribed.
4. CONSENT AGENDA
 - A. Acceptance of the Motion Summary of the Shade Tree Commission meeting held on June 23, 2020, as recorded and transcribed.
 - B. Acceptance of the Motion Summary of the Planning Commission meeting held on October 7, 2020, as recorded and transcribed.
 - C. Acceptance of the Motion Summary of the Board of Zoning Appeals meeting held on November 1, 2020, as recorded and transcribed.
 - D. Establish January 11, 2021 at 7:20 p.m. as a public hearing and second readings for Ordinance No. 20-88, an ordinance approving an Alley Vacation for the Delaware City Schools for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street.
 - E. Establish January 11, 2021 at 7:30 p.m. as a public hearing and second readings for Ordinance No. 20-89, an ordinance approving a Rezoning Amendment for Homeport from B-4 (Community Business District) and R-4 (Medium Density Residential District) to R-4 (Medium Density Residential District) to R-4 PMU (Medium Density Residential District with a Planned Mixed-Use Overlay District) at 50 Channing Street on approximately 5.38 acres and Ordinance No. 20-90, an ordinance approving a Conditional Use Permit for Homeport allowing the placement of a PMU (Planned Mixed-Use Overlay District) to be established at 50 Channing Street on approximately 5.38 acres.
5. LETTERS, PETITIONS, AND PUBLIC COMMENTS
Due to the meeting being held virtually time permitting written public comment, maximum 500 words, is requested to be received before 3p.m. the date of the meeting through email at emccloskey@delawareohio.net.

To provide live public comment please email emccloskey@delawareohio.net to sign up by 3 p.m. the date of the meeting. **Name and address are required for public comment.** Comments received on Facebook may have to be addressed by staff subsequent to the meeting.

6. COMMITTEE REPORTS
7. THIRD READING of Ordinance No. 20-76, an ordinance establishing the salary and benefits of the Council Clerk and declaring an emergency.
8. THIRD READING of Ordinance No. 20-77, an ordinance amending the employment agreement with the City Manager and declaring an emergency.
9. THIRD READING of Ordinance No. 20-78, an ordinance establishing new salary rates for the Mayor and Members of City Council effective January 1, 2022 and repealing Ordinance No. 18-113.
10. CONSIDERATION of Ordinance No. 20-83, an ordinance amending the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies and supplementing the 2021 Budget and declaring an emergency.
11. CONSIDERATION of Ordinance No. 20-84, an ordinance providing for the issuance and sale of notes in the maximum principal amount of \$2,000,000 in anticipation of the issuance of bonds, for the purpose of paying the costs of constructing Glenn Road between certain termini by constructing, excavating, grading and paving, installing drainage, sanitary sewer laterals, street lighting, conduit, curbs and gutters, signage, traffic pavement markings, street signs, landscaping, and acquiring interests in real estate, together with all necessary appurtenances thereto, and declaring an emergency.
12. CONSIDERATION of Ordinance No. 20-85, an ordinance appropriating the City's Coronavirus Relief Fund Payment to the City's COVID-19 Response, directing the City Manager to continue to employ the City's internal response to the pandemic, and declaring an emergency.
13. CONSIDERATION of Ordinance No. 20-86, an ordinance approving a Final Development Plan for Delaware Stratford Apartments LLC for Coughlin's Crossing Apartments Containing 178 apartment units on approximately 9.734 acres located on the west side of Stratford Road just north of Meeker Way within the Coughlin's Crossing Development on property zoned A-1 PMU.
14. CONSIDERATION of Ordinance No. 20-87, an ordinance approving a Combined Preliminary and Final Development Plan for the Delaware City

Schools for a building expansion and site improvements for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street.

15. CONSIDERATION of Ordinance No. 20-88, an ordinance approving an Alley Vacation for the Delaware City Schools for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street.
16. CONSIDERATION of Ordinance No. 20-89, an ordinance approving a Rezoning Amendment for Homeport from B-4 (Community Business District) and R-4 (Medium Density Residential District) to R-4 (Medium Density Residential District) to R-4 PMU (Medium Density Residential District with a Planned Mixed-Use Overlay District) at 50 Channing Street on approximately 5.38 acres.
17. CONSIDERATION of Ordinance No. 20-90, an ordinance approving a Conditional Use Permit for Homeport allowing the placement of a PMU (Planned Mixed-Use Overlay District) to be established at 50 Channing Street on approximately 5.38 acres.
18. CONSIDERATION of Ordinance No. 20-91, an ordinance approving a Preliminary Development Plan for Homeport for a 52-unit mixed-use residential development at 50 Channing Street on approximately 5.38 acres and zoned R-4 PMU.
19. CONSIDERATION of Resolution No. 20-70, a resolution authorizing the City Manager to enter into a Cooperative Agreement with the Delaware County Board of Commissioners and the Delaware County Finance Authority related to construction, improvement, and connection to the City's sewer system.
20. CITY MANAGER'S REPORT & COVID-19 UPDATE:
21. COUNCIL COMMENTS
22. 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. (if necessary)
23. ADJOURNMENT

** This meeting will be a virtual meeting. Residents are encouraged to view online through the City of Delaware Facebook page. To comply with the CDC recommendation prohibiting group meetings, no in person attendance by Council, staff, or the public will be available.

RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

November 23

20

Held

20

The regular meeting of Council held on November 23, 2020 and was called to order at 7:00 p.m. and was held remotely through Cisco Webex and streamed Live through Facebook due to the State of Emergency – Executive Order 2020-01D. The following members of Council were remotely present: Second Ward Lisa Keller Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Riggle who presided. Absent from the meeting was First Ward Chris Jones. The invocation was delivered Nicol Ghazi, Islamic Center of Delaware County.

Staff Present Remotely: Dave Efland, Planning and Community Development Director, Justin Nahvi, Finance Director, Jessica Feller, Human Resource Manager, Bruce Pijanowski, Police Chief, John Donahue, Fire Chief, Blake Jordan, Public Utilities Director, Natalia Harris, City Attorney, Kyle Kridler, Assistant City Manager, and Tom Homan, City Manager

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

ITEM 3: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held on November 9, 2020, as recorded and transcribed.

APPROVAL of the Motion Summary of the budget work session meeting of Council held on November 12, 2020, as recorded and transcribed.

Motion: Vice-Mayor Shafer motioned to approve the Motion Summary of the regular meeting of Council held on November 9, 2020, as recorded and transcribed, and the budget work session meeting held on November 12, 2020, as recorded and transcribed, seconded by Mrs. Keller. Motion approved by a 5-0-1 (Farrell) vote.

ITEM 4: CONSENT AGENDA

- A. Acceptance of the Motion Summary of the Public Works Committee meeting held on August 4, 2020, as recorded and transcribed.
- B. Acceptance of the Motion Summary of the Board of Zoning Appeals meeting held on September 9, 2020, as recorded and transcribed.
- C. Resolution No. 20-65, a resolution authorizing the City Manager to enter into a Local Public Agency (LPA) agreement with the Ohio Department of Transportation (ODOT) for the Cityside Signals Upgrade Phase 1 Project and construct the project.
- D. Resolution No. 20-66, a resolution authorizing the City Manager to enter into a Local Public Agency (LPA) agreement with the Ohio Department of Transportation (ODOT) for the US 23 and Hull Drive Safety Improvements Project, DEL-23-9.74, and to execute contracts and construct the project.
- E. Resolution No. 20-67, a resolution authorizing the City Manager to enter into a Local Public Agency (LPA) Agreement with the Ohio Department of Transportation (ODOT) for the US 23 Bridge Repair Project (PID 109156), Design Phase DEL-23-7.60-, and to execute contracts.
- F. Resolution No. 20-68, a resolution cancelling the second regular meeting of City Council, December 28, 2020.
- G. Resolution No. 20-69, a resolution appointing members to various

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boards, commissions, and/or committees, and specifying the term of the appointment.

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

ITEM 5: LETTERS, PETITIONS, AND PUBLIC COMMENTS

Lisa Ho
Via Cisco Webex
407 North Washington Street
Delaware, Ohio

Mrs. Ho discussed concerns over Council members use of social media.

Brett Latta
Via Cisco Webex
376 North Sandusky Street
Delaware, Ohio

Mr. Latta discussed the opening of Del-Mor Dwellings and the benefits to the City.

Toby West
Via Email
679 Cobblestone Drive
Delaware, Ohio

The Clerk read the email into the record. Ms. West voiced concerns over Councils leadership during the COVID-19 pandemic and use of social media.

Brad Hines
Via Email
248 Firestone Drive
Delaware, Ohio

The Clerk read the email into the record. Mr. Hines voiced concerns on the impact of COVID-19 on local businesses and encouraged that businesses remain open.

Craig and Michelle Myers
Via Email
2143 Farmland Drive
Delaware, Ohio

The Clerk read the email into the record. Mr. and Mrs. Myers voiced their support to Councilwoman Keller for her work relating to COVID-19.

Deborah Guebert
Via Email
265 West Fountain Avenue
Delaware, Ohio

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The Clerk read the email into the record. Ms. Guebert voiced concerns over freedom of speech.

Jill Staugler
Via Email
175 Curly Smart Circle
Delaware, Ohio

The Clerk read the email into the record. Ms. Staugler voiced concerns over Council’s use of social media post relating to COVID-19.

Jennifer Davis
Via Email
543 Thistle Drive
Delaware, Ohio

The Clerk read the email into the record. Ms. Davis voiced her support to Councilwoman Keller regarding her transparency with COVID-19 data and the support she gives to small businesses.

ITEM 6: COMMITTEE REPORTS

ITEM 7: PRESENTATION

A. Proclamation recognizing Small Business Saturday – November 28, 2020

ITEM 8: ORDINANCE NO. 20-69 [Third Reading]
AN ORDINANCE MAKING APPROPRIATIONS FOR THE YEAR 2021 AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the third time.

Motion: Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 20-69, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 20-69, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 9: ORDINANCE NO. 20-71 [Third Reading]
AN ORDINANCE AMENDING SECTION 197.02 OF THE SCHEDULE OF FEES AND SERVICES CHARGES.

The Clerk read the ordinance for the third time.

Motion: Mrs. Keller motioned to adopt Ordinance No. 20-71, seconded by Mr. Farrell. Motion approved by a 6-0 vote.

ITEM 10: ORDINANCE NO. 20-72 [Third 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 third time.

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Motion: Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 20-72, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 20-72, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 11: ORDINANCE NO. 20-73 [Third Reading]

AN ORDINANCE AMENDING ORDINANCE NO. 19-71 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 third time.

Motion: Vice-Mayor Shafer motioned to amend Ordinance No. 20-73 to change the SL5 pay grade to include the Pool Manager position, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 20-73, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 20-73, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 12: ORDINANCE NO. 20-74 [Third Reading]

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

The Clerk read the ordinance for the third time.

Motion: Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 20-74, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 20-74, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 13: ORDINANCE NO. 20-76 [Second Reading]

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

The Clerk read the ordinance for the second time. Ordinance No. 20-76 will have a third reading.

ITEM 14: ORDINANCE NO. 20-77 [Second Reading]

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

The Clerk read the ordinance for the second time. Ordinance No. 20-77 will have a third reading.

ITEM 15: ORDINANCE NO. 20-78 [Second Reading]

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AN ORDINANCE ESTABLISHING NEW SALARY RATES FOR THE MAYOR AND MEMBERS OF CITY COUNCIL EFFECTIVE JANUARY 1, 2022 AND REPEALING ORDINANCE NO. 18-113.

The Clerk read the ordinance for the second time. Ordinance No. 20-78 will have a third reading.

ITEM 16: ORDINANCE NO. 20-79 [Second Reading]

AN ORDINANCE SUPPLEMENTING THE 2020 APPROPRIATION ORDINANCE AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 20-79, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

Motion: Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 20-79, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 20-79, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 17: ORDINANCE NO. 20-80 [Second Reading]

AN ORDINANCE SUPPLEMENTING THE 2020 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO PURCHASE THE PROPERTIES LOCATED AT 7 SPRING STREET AND 27 SPRING STREET, DELAWARE, OHIO AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

Motion: Mrs. Keller motioned to suspend the rules for Ordinance No. 20-80, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

Motion: Mrs. Keller motioned to enact the emergency clause for Ordinance No. 20-80, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

Motion: Mrs. Keller motioned to adopt Ordinance No. 20-80, seconded by Mr. Hoffman. Motion approved by a 6-0 vote.

ITEM 18: ORDINANCE NO. 20-81 [Second Reading]

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC AND ESTABLISH CERTAIN GRANT PROGRAMS WITH DELAWARE LOCAL ORGANIZATIONS AND PUBLIC HEALTH SERVICE AGENCIES, AND DECLARING AN EMERGENCY.

Ordinance No. 20-81 was recommended to be tabled by City Attorney Harris as the legislation was amended to change appropriation amounts and language to identify the appropriate agencies and organizations receiving fund disbursements. These amendments are reflected in Ordinance No. 20-82.

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Motion: Mr. Hoffman motioned to table Ordinance No. 20-81 indefinitely, seconded by Mr. Farrell. Motion approved by a 6-0 vote.

ITEM 19: ORDINANCE NO. 20-82 [First Reading]

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC AND ESTABLISH CERTAIN GRANT PROGRAMS WITH DELAWARE LOCAL ORGANIZATIONS AND PUBLIC HEALTH SERVICE AGENCIES, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Mr. Farrell motioned to amend Ordinance No. 20-82 to add the following language "(iv) pay legal fees due to Bricker and Eckler for services rendered related to the distribution of CARES Act Fund;" to Section 5 of the legislation after the word Grant; "and to change Roman Numeral iv to v", seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

Motion: Mr. Farrell motioned to suspend the rules for Ordinance No. 20-82, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

Motion: Mr. Farrell motioned to enact the emergency clause for Ordinance No. 20-82, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

Motion: Mr. Farrell motioned to adopt Ordinance No. 20-82, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

ITEM 20: FINANCE DIRECTOR'S REPORT

ITEM 21: CITY MANAGER'S REPORT & COVID-19 UPDATE

Mr. Homan discussed progress working with Mr. Grden relating to his NCA request.

He informed Council that the Governor approved the extension of virtual public meetings until July 1, 2021.

ITEM 22: COUNCIL COMMENTS

Mr. Farrell discussed that he was amazed at the budget process and the level of services the City is able to provide with a small budget and small amount of staff. He discussed that with the upcoming holiday season and the impact of COVID-19 to have compassion, shop locally, social distance and wear a mask.

Mr. Hoffman discussed patronizing a couple local businesses and discussed the business grant that was offered to them. He discussed that they all had positive comments relating to the Economic Development staff and their assistance.

Mayor Riggle discussed that she continued to be out of town and was surprised by how few individuals wear a mask in the State of Florida.

ITEM 23: EXECUTIVE SESSION: pursuant to Ohio Revised Code

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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. (if necessary)

Mrs. Keller motioned to enter into executive session at 8:33 p.m. 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. This motion was seconded by Mr. Hoffman and approved by a 6-0 vote. Present in the discussion was Second Ward Lisa Keller Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Riggle who presided. Absent from the meeting was First Ward Chris Jones. At 9:26 p.m. Vice-Mayor Shafer motioned to enter back into open session, seconded by Mrs. Keller. This motion was approved by a 6-0 vote.

ITEM 24: ADJOURNMENT

Motion: Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 9:27 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

SHADE TREE COMMISSION
June 23, 2020
MOTION SUMMARY

ITEM 1. Roll Call

Chairwoman Brewster called the virtual meeting to order at 6:30 p.m.

Members Virtually Present: Stan Eddy, Tom Glissman, Dave Carey, Tom Wolber (arrived at 6:50 p.m.), Becki Wood-Meek, Vice-Chairwoman Susan Wright. Chairwoman Shannon Brewster

Members Absent: Melissa Bargar and Grace Martin

Council Virtually Present: Drew Farrell, City Council Liaison

Staff Virtually Present: Ted Miller, Parks and Natural Resource Director

Motion to Excuse: Mr. Carey moved to excuse Ms. Bargar, Mr. Wolber and Ms. Martin, seconded by Vice-Chairwoman Wright. Motion approved with an 6-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of Shade Tree Commission meeting of February 25, 2020 as recorded and transcribed.

Motion: Ms. Wood-Meek moved to approve the Motion Summary for the February 25, 2020 meeting, seconded by Mr. Eddy. Motion approved with an 6-0 vote.

ITEM 3. PUBLIC COMMENTS

Sherri and George Petkus
Via Cisco Webex
278 Lofton Circle

Mr. and Mrs. Petkus requested that their street tree be removed due to root damage to sidewalk and possibly downspout damage. They explained that the sidewalk had already been replaced due to the roots and were worried that if someone got injured due to the uneven sidewalks they would be held liable. Mr. Miller discussed that the tree is healthy and that the City does not recommend removing street trees unless it is a safety hazard, invasive or diseased. Photos of the tree and sidewalk area were presented to the Commission. Mr. Farrell to help follow up with staff regarding the concerns. Mr. Miller discussed potential root barriers while replacing the sidewalk to minimize root damage issues.

ITEM 4. STAFF COMMENTS

Mr. Miller discussed that due to the COVID-19 emergency the replacement arborist position had been postponed. He discussed that there is a need for this position for pruning and that the City is utilizing contractors and park staff to work on the backlog of pruning needs.

ITEM 5. MEMBER COMMENTS

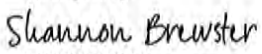
Vice-Chairwoman Wright discussed the status of the annual Shade Tree Commission report for City Council. Mr. Wolber to provide a draft to the Commission. The Commission requested information regarding the status of the volcano mulch flyer. The Clerk informed the Commission that the flyer was placed on the City's social media sites. The Clerk will provide a copy to the Commissioners via email. Also discussed was the status of the seedlings. Mr. Carey informed the Commission that there was a 90% mortality rate due to the seedlings remaining in plastic bags and those that survived will be coordinated with Caroline Cicerchi to plant. The Commission discussed the canceled Arbor Day tree planting related to COVID-19. Mr. Miller informed them that the plan was to reschedule the planting with the school district once school resumes.

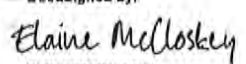
ITEM 6. PLAN REVIEWS

- A. Coughlin Crossing Sheetz – approved with recommended changes to relocate due to sight issues the ginkgo biloba tree and homestead elm along Penny Lane Drive and replace skyline honey locust with imperial honey locust.
- B. Coughlin Crossing Sub Area 5 – approved as submitted
- C. Coughlin Crossing Sub Area 6 – approved as submitted
- D. Delaware Health District – approved with recommended changes from skyline honey locust to imperial honey locust

ITEM 7. ADJOURNMENT

Motion: Ms. Wood-Meek moved to adjourn the meeting, seconded by Mr. Carey. The Shade Tree Commission meeting adjourned at 7:21 p.m.

DocuSigned by:

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Chairperson

DocuSigned by:

24C5E22E6604E7
Clerk

**PLANNING COMMISSION
OCTOBER 7, 2020
MOTION SUMMARY**

ITEM 1. Roll Call

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

Members Present Virtually: Jim Halter, Dean Prall, Andy Volenik, Mayor Carolyn Kay Riggle, Vice-Chairman George Mantzoros and Chairman Stacy Simpson

Staff Present Virtually: Carrie Fortman, Project Engineer, Lance Schultz, Zoning Administrator and Dave Efland, Planning and Community Development Director

ITEM 2. APPROVAL of the Motion Summary of the Planning Commission meeting held September 2, 2020, as recorded and transcribed.

Motion: Mr. Prall motioned to approve the Motion Summary for the Planning Commission meeting held on September 2, 2020, as recorded and transcribed, seconded by Mr. Volenik. Motion approved with 6-0 vote.

ITEM 3. REGULAR BUSINESS

- A. 2020-2015: A request by Siekmann LLC., for a Preliminary Subdivision Plat for Rutherford Acres and Troy Acres containing 252 single-family lots on approximately 99.70 acres on property zoned R-3 (One Family Residential District) and located east and west of Troy Road just south and east of Smith Park.

Anticipated Process

a. Staff Presentation

Mr. Schultz provided a review of the staff report and property location and description. The subject 99.70 acres is located east of west of Troy Road (and railroad tracks) with the developer separating the development into east (Rutherford Acres) and west (Troy Acres) subdivisions. Rutherford Acres encompasses 22.13 acres and Troy Acres encompasses 77.57 acres. He reviewed the access to both sites and discussed the proposed future extension of Merrick Boulevard. The entire development has approximately 27.5 acres of open space with approximately 21.0 acres to be dedicated to the City to extend Smith Park to the south. The proposed development requires a traffic impact study which was preliminarily submitted by the applicant and is reviewed by the City.

Discussion was held with the Commission regarding the possible need for a NCA, possible fencing along the retention ponds, and access to the developments. Mr. Efland discussed that the applicant does not own all the land to allow for a completion of Merrick Blvd extended east to Troy Road.

b. Applicant Presentation

APPLICANT:
Bob Siekmann
Siekmann LLC
9000 Memorial Parkway
Plain City, Ohio 43064

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

Jim Watkins
Watcon Consulting Engineers and Surveyors
83 Shull Avenue
Gahanna, Ohio 43230

- c. Public comment (not a public hearing)

There was no public comment requests or written submission to the Clerk.

- d. Commission Action

Motion: Mr. Prall motioned to approve 2020-2015, along with all staff conditions and recommendations, seconded by Mr. Volenik. Motion approved by a 6-0 vote.

ITEM 4. REVIEW OF CAPITAL IMPROVEMENT PLAN (CIP) 2021-2025

Mr. Efland reviewed purpose and process of the CIP.

ITEM 5. PLANNING DIRECTOR REPORT

Mr. Efland provided an update regarding the Comprehensive Plan.

ITEM 6. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Halter informed the Commission that he would not be seeking a reappointment on the Planning Commission, but would continue to serve until a new appointment can be made.

Mr. Prall informed staff that the temporary access at Cheshire Road and Glenross South have been utilized by the public. Ms. Fortman discussed that Public Works was made aware of this concern and was looking into it.

ITEM 7. NEXT REGULAR MEETING: November 4, 2020

ITEM 8. ADJOURNMENT:

Motion: Chairman Simpson moved for the Planning Commission meeting to adjourn. The meeting adjourned at 7:33 p.m.


Chairperson


Elaine McCloskey, Clerk

**BOARD OF ZONING APPEALS
MOTION SUMMARY
November 11, 2020**

ITEM 1. Roll Call

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

Members Present Virtually: Beth Fisher, Adam Vaughn, Todd Daughenbaugh, Councilman Cory Hoffman, and Vice-Chairman Paul Junk and Chairman Matt Dick

Members Absent: Robert Whitmore

Staff Present Virtually: Lance Schultz, Zoning Administrator

ITEM 2. Approval of the Motion Summary of the Board of Zoning Appeals meeting held on September 9, 2020, as recorded and transcribed.

Motion: Vice-Chairman Junk moved to approve the Motion Summary for the Board of Zoning Appeals held on September 9, 2020 meeting, seconded by Mr. Vaughn. Motion approved by a 4-0-2 (Vaughn and Fisher).

Chairman swore in the following participants from the public for Case 2020-2309:

Eric Rodriguez
James Knox
James Savinell
Suncraft Corporation Inc.
122 West Johnstown Road
Gahanna, Ohio 43230

ITEM 3. REGULAR BUSINESS

A. 2020-2309: A request by Suncraft Corporation Inc., for a rear yard setback variance for an open porch addition and deck at 476 Grand Circuit Boulevard on property zoned R-4 PUD (Medium Density Residential District with a Planned Unit Development Overlay District).

Mr. Schultz reviewed the property location which is on a corner lot located on the east side Grand Circuit Boulevard and just south of Sundew Court. The owner is proposing to construct an open porch addition and deck on the eastern portion of the house which is considered their rear yard on the corner lot per the zoning code. He reviewed the design and color of the additional. Mr. Schultz reviewed the survey provided by the applicant that indicates the house was constructed

38 feet from the rear yard setback. Staff recommends approval of the request.

APPLICANT:

Eric Rodriquez
James Knox
James Savinell
Suncraft Corporation Inc.
122 West Johnstown Road
Gahanna, Ohio 43230

Motion: Councilmember Hoffman moved to approve 2020-2309, along with all staff conditions, finding beyond a reasonable doubt that the decision factor necessary for approval of a variance according to Chapter 1128 of the Planning and Zoning Commission are met, with the staff conditions as noted and with the additional condition of a setback to by 38 feet from property line as discussed, seconded by Vice-Chairman Junk. Motion approved by a 6-0 vote.

ITEM 4. BOARD MEMBER COMMENTS AND DISCUSSION

ITEM 5. NEXT REGULAR MEETING: December 9, 2020.

ITEM 6. ADJOURNMENT

Motion: Councilman Hoffman moved to adjourn the Board of Zoning Appeals meeting, seconded by Ms. Fisher. The Board of Zoning Appeals meeting adjourned at 6:45 p.m.



Matt Dick, Chairman



Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: 7

DATE: 12/14/2020

ORDINANCE NO: 20-76

RESOLUTION NO:

READING: THIRD

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, this ordinance would set the Clerk of Council's salary for 2021. The wage rate is set at a 4% increase from the 2020 salary.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The adjustment will impact the 2021 General Fund based on 4% increased wages and other costs/benefits that are associated with wages.

POLICY CHANGES:

N/A

PRESENTER(S):

Mayor Carolyn Kay Riggle

RECOMMENDATION:

Approval at third reading.

ATTACHMENT(S)

None

ORDINANCE NO. 20-76

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 \$25.75 (representing a 4% increase from the 2020 salary) per hour effective December 23, 2020 which coincides with the new calendar year and the effective date of the management pay plan for 2021.

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 23, 2020, which coincides with the new calendar year and the effective date of the management pay plan for 2021. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 8

DATE: 12/14/2020

ORDINANCE NO: 20-77

RESOLUTION NO:

READING: THIRD

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 4% annual increase. The effective date of the increase will be 12/23/20, based on a prior update to the City Manager's employment agreement (adopted with ordinance 17-62), which shifted the effective date for compensation to coincide with the effective date of the Management Pay Plan.

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 4% increase.

POLICY CHANGES:

N/A

PRESENTER(S):

Mayor Carolyn Kay Riggle

RECOMMENDATION:

Approval at third reading.

ATTACHMENT(S)

City Manager's Employment Agreement

ORDINANCE NO. 20-77

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 the City Manager's 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 on December 23, 2020, which coincides with the new calendar year and the effective date of the management pay plan for 2021. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2020

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 compensate 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 \$79.45 effective December 23, 2020, which represents a 4% increase.
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 provide Mr. Homan paid holiday leave on the same annual schedule as that provided for other City employees generally.
18. 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.
19. 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.
20. 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.

21. 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.
22. The City Manager's monthly long-term disability premium payments were converted into salary in 2019.
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 ___, 2020.

Council of the City of Delaware, Ohio

City Manager

Carolyn Kay Riggle, Mayor

R. Thomas Homan, City
Manager

Approved as to form:

Natalia S. Harris
City Attorney



FACT SHEET

AGENDA ITEM NO: 9

DATE: 12/14/2020

ORDINANCE NO: 20-78

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE ESTABLISHING NEW SALARY RATES FOR THE MAYOR AND MEMBERS OF CITY COUNCIL EFFECTIVE JANUARY 1, 2022 AND REPEALING ORDINANCE NO. 18-113.

BACKGROUND:

The salaries for Delaware City Council members were last increased effective January 1, 2020 pursuant to Ordinance 18-113. Ordinance 13-44 requires even numbered year, as part of the City's budget, Council vote to adjust or maintain the salary of the mayor and council.

REASON WHY LEGISLATION IS NEEDED:

Salary adjustments for City Council may only be made through legislation and made as part of the budget process established by Ord. 13-44. Such changes shall take effect the January of the next even numbered year, which complies with Section 15 of the Charter of the City of Delaware.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

POLICY CHANGES:

N/A

PRESENTER(S):

Natalia S. Harris, City Attorney

RECOMMENDATION:

Approval at third reading.

ATTACHMENT(S)

ORDINANCE NO. 20-78

AN ORDINANCE ESTABLISHING NEW SALARY RATES
FOR THE MAYOR AND MEMBERS OF CITY COUNCIL
EFFECTIVE JANUARY 1, 2022 AND REPEALING
ORDINANCE NO. 18-113.

WHEREAS, the salaries for City Council members were last increased effective January 1, 2020 pursuant to Ordinance 18-113; and

WHEREAS, Ordinance 13-44 requires even numbered years, as part of the City's budget, Council vote to adjust or maintain the salary of the mayor and council; and

WHEREAS, City Council members are called upon to attend many meetings and devote hours of time to meet their responsibilities; and

WHEREAS, Salary adjustments made as part of the budget process established in Ord. 18-113 shall take effect the January of the next even numbered year, which complies with Section 15 of the Charter of the City of Delaware.

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

SECTION 1. That effective January 1, 2022 the salary of the Mayor shall be eleven thousand eight hundred and forty-five dollars (\$11,845) per year and the salary for each member of City Council, except the Mayor, shall be ten thousand three hundred dollars (\$10,300) per year.

SECTION 2. That the salary of Mayor and the salary of each member of City Council shall continue to be paid in biweekly installments equal to one twenty sixth of their annual salary as established.

SECTION 3. That Ordinance No. 18-113 is hereby repealed effective January 1, 2022.

SECTION 4. Each even numbered year, as part of the City's budget, Council shall vote to adjust or maintain the salary of the mayor and council. Salary adjustments made as part of this budget process shall take effect the January of the next even numbered year.

SECTION 5. 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



FACT SHEET

AGENDA ITEM NO: 10

DATE: 12/14/2020

ORDINANCE NO: 20-83

RESOLUTION NO:

READING: FIRST

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 SUPPLEMENTING THE 2021 BUDGET AND DECLARING AN EMERGENCY.

BACKGROUND:

Previous changes to the 2021 Municipal Court and Clerk of Court Employee Benefits and Leave Policies were approved as part of the City's 2021 budget. Inadvertently, the Court's budget and pay plan were approved without consideration of wage increases for Municipal Court and Clerk of Court employees. This ordinance reflects an increase in the maximum wage for Bailiff/Security Officer employees to provide room to accommodate potential cost of living raises consistent with other employees. All remaining pay scales do not need to be adjusted to allow for potential raises.

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 affected staff which includes supplemental appropriations totaling \$29,445 within the Municipal Court Fund (Fund 240) for

which \$9,153 in appropriations are allocated to the Judicial Department, \$2,090 are allocated to the Mission Court Department and \$18,202 are allocated to the Clerk of Courts Department.

POLICY CHANGES:

N/A

PRESENTER(S):

Judge Marianne Hemmeter
Clerk Cindy Dinovo
Jessica Feller

RECOMMENDATION:

Approval at first reading with Emergency Clause.

ATTACHMENT(S)

Amended section on Salary Ranges (p. 15) per the Delaware Municipal Court and Clerk of Court's 2021 Employee Benefits and Leave Policies.

ORDINANCE NO. 20-83

AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES AND SUPPLEMENTING THE 2021 BUDGET 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. That from and out of the balances in the Municipal Court Fund (Fund 240) of the City of Delaware, and from money anticipated to be received into said fund, there are hereby supplemental appropriations the following sums for use by the Municipal Court and Clerk of Court Offices of the City in performance of their functions and activities during the year ending December 31, 2021.

MUNICIPAL COURT		
Judicial		
	Personnel	\$9,153
Mission Court		
	Personnel	\$2,090
Clerk of Courts		
	Personnel	\$18,202
TOTAL MUNICIPAL COURT		\$29,445

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 23, 2020. Therefore, 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: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

Delaware Municipal Court and Clerk of Court

Employee Benefits And Leave Policies

Effective December 23, 2020

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

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	\$32	\$33,662	\$66,560
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 Dec. 2020

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.



FACT SHEET

AGENDA ITEM NO: 11

DATE: 12/14/2020

ORDINANCE NO: 20-84

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Justin Nahvi, Finance Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,000,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING GLENN ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING, EXCAVATING, GRADING AND PAVING, INSTALLING DRAINAGE, SANITARY SEWER LATERALS, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, SIGNAGE, TRAFFIC PAVEMENT MARKINGS, STREET SIGNS, LANDSCAPING, AND ACQUIRING INTERESTS IN REAL ESTATE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

BACKGROUND:

The 2020 Approved Budget includes \$4,275,000 in appropriations within the Glenn Road TIF Fund (Fund 236) for the extension of Glenn Road to Berlin Station. To finance this capital project in the current fiscal year, \$2,000,000 in short term borrowing was established as a revenue source for the roadway extension with the balance of the project costs to be drawn from the unencumbered cash balance in the fund. The \$2,000,000 short term note that was issued for this project will mature in April 2022 and will need to be refunded for one additional year into April 2021 with a substantial retirement of the principal balance each year upon refunding. Overall, the short-term debt will have an expected payoff in 2023.

REASON WHY LEGISLATION IS NEEDED:

The enclosed ordinance is needed to authorize City administration to coordinate with bond counsel to issue this short term note.

COMMITTEE RECOMMENDATION:

Presented to City Council on November 23rd through the monthly Finance Director update.

FISCAL IMPACT(S):

This debt is financially supported by the existing Glenn Road TIF which will be used to pay principal and interest payments on the note.

POLICY CHANGES:

Not Applicable

PRESENTER(S):

Justin Nahvi, Finance Director

RECOMMENDATION:

Approval

ATTACHMENT(S):

Fiscal Officer Certificate

ORDINANCE NO. 20-84

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,000,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING GLENN ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING, EXCAVATING, GRADING AND PAVING, INSTALLING DRAINAGE, SANITARY SEWER LATERALS, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, SIGNAGE, TRAFFIC PAVEMENT MARKINGS, STREET SIGNS, LANDSCAPING, AND ACQUIRING INTERESTS IN REAL ESTATE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 20-20 passed March 9, 2020, notes in anticipation of bonds in the aggregate amount of \$2,000,000, dated April 30, 2020 (the "*Outstanding Notes*"), were issued for the purpose described in Section 1, to mature on April 29, 2021; and

WHEREAS, this City Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; 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 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3 to be issued in anticipation of the Bonds; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is April 30, 2040;

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

Section 1 It is necessary to issue bonds of this City in the maximum principal amount of \$2,000,000 (the "*Bonds*") for the purpose of paying the costs of constructing Glenn Road between certain termini by constructing, excavating, grading and paving, installing drainage, sanitary sewer laterals, street lighting, conduit, curbs and gutters, signage, traffic pavement markings, street signs, landscaping, and acquiring interests in real estate, together with all necessary appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately June 1, 2022, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2022.

Section 3. It is necessary to issue and this City Council determines that notes in the maximum principal amount of \$2,000,000 (the “Notes”) shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the “*Certificate of Award*”) as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City’s paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the “*Paying Agent*”). The Director of Finance is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

Section 5. The Notes 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 one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in

summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

“Book entry form” or *“book entry system”* means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate 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 Notes and that principal and interest.

“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 Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“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.

The Notes 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, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) 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 (d) the Notes 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 Notes 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 Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes 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 also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry

system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The City Manager, the Director of Finance, the City Attorney, the City Clerk and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, 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 City Manager, the Director of Finance, the City Attorney, the City Clerk or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. 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 Notes or 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 Notes or 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 Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; 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 Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (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 Notes 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 Notes 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 Notes 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 Notes 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 Notes 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 Notes 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 Notes, 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 Notes, 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 Notes, and (c) to give one or more

appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, 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 Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes 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 Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes 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 Notes.

Section 11. The Director of Finance is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditor of Delaware County, Ohio.

Section 12. The Director of Finance is authorized to request a rating for the Notes from Moody’s Investors Service, Inc. or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. 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 Notes and securities issued in renewal of the Notes 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, 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 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 Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. 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 Notes. 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, 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 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 Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. 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 Notes 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 Notes 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 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 17. 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, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS _____ NAYS _____
ABSTAIN _____

EMERGENCY CLAUSE:

YEAS _____ NAYS _____
ABSTAIN _____

PASSED: _____, 2020

YEAS _____ NAYS _____
ABSTAIN _____

ATTEST: _____
CITY CLERK

MAYOR

**SUPPLEMENTAL
FISCAL OFFICER'S CERTIFICATE**

To the City Council of the City of Delaware, Ohio:

As fiscal officer of the City of Delaware, Ohio, I certify in connection with your proposed issue of notes in the maximum principal amount of \$2,000,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of constructing Glenn Road between certain termini by constructing, excavating, grading and paving, installing drainage, sanitary sewer laterals, street lighting, conduit, curbs and gutters, signage, traffic pavement markings, street signs, landscaping, and acquiring interests in real estate, 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 estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty (20) years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is April 30, 2040.

Dated: November ____, 2020

Director of Finance
City of Delaware, Ohio

No Rating

INVITATION FOR PROPOSALS

\$2,000,000
City of Delaware, Ohio
Capital Facilities Notes, Series 2021

General Obligation Bond Anticipation Notes
(Limited Tax Bonds)

Invitation for Proposals. The City of Delaware, Ohio (the “City”), is planning to issue \$2,000,000 Capital Facilities Notes, Series 2021 (the “Notes”). By this Invitation for Proposals (the “Invitation”), the City is inviting electronic proposals (solely via BiDCOMP/Parity in the manner described under Electronic Proposals), for the purchase, at not less than 100% of par and accrued interest, of all of the Notes. The City will **not** accept bids submitted in any other manner. Proposals will be received until **11:00 a.m. (Ohio time) on Thursday, April 15, 2021**. Each proposal shall specify the single rate of interest that the Notes are to bear.

BidCOMP/Parity Electronic Proposals. Electronic bids must be submitted via BiDCOMP/Parity and in accordance with the provisions of this Invitation. No other form of electronic bid or provider of electronic bidding services will be accepted. For purposes of the electronic bidding process, the time as maintained by BiDCOMP/Parity shall constitute the official time with respect to all bids submitted electronically. To the extent any instructions or directions set forth in BiDCOMP/Parity conflict with this Invitation, the terms of this Invitation shall control. Each bidder submitting an electronic bid agrees that: (a) it is solely responsible for all arrangements with BiDCOMP/Parity; (b) BiDCOMP/Parity is not acting as the agent of the City; and (c) the City is not responsible for ensuring or verifying bidder compliance with any of the procedures of BiDCOMP/Parity. The City assumes no responsibility for, and each bidder expressly assumes the risks of and responsibility for, any incomplete, inaccurate or untimely bid submitted by the bidder through BiDCOMP/Parity. Each bidder shall be solely responsible for making necessary arrangements to access the BiDCOMP/Parity system for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Invitation. The City shall not: (a) have any duty or obligation to provide or assure such access to BiDCOMP/Parity to any bidder; or (b) be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, BiDCOMP/Parity.

Prospective bidders who intend to submit their bid electronically must be contracted customers of Ipreo’s BiDCOMP/Parity system. If a bidder does not have a contract with Ipreo, call (212) 849-5021. By submitting a bid for the Notes, a prospective bidder represents and warrants to the City that such bidder’s bid for the purchase of the Notes (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid, binding and enforceable contract for the purchase of the Notes. By contracting with Ipreo, a prospective bidder is not obligated to submit a bid in connection with the sale.

Basic Terms of the Notes. The Notes will be dated **April 29, 2021**; will mature **April 28, 2022** without option of call or prior redemption or prepayment; and will bear interest at a rate not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months) from their date payable at maturity. The Notes will be issued in such denominations as requested by the original purchaser and approved by the undersigned, provided that the Notes shall be issued in the minimum denominations of \$100,000 each or in any denomination that is the sum of (a) \$100,000 and (b) \$1,000 or any whole multiple thereof.

The City anticipates the Notes will be retired at maturity from proceeds from the sale of the long-term bonds in anticipation of which the Notes are issued, proceeds from the sale of renewal bond anticipation notes and other available funds of the City, or a combination of such sources. The ability of the City to retire the Notes from the proceeds of the sale of either renewal notes or bonds will be dependent on the marketability of such notes or bonds under market conditions prevailing at the time they are offered for sale.

No Official Statement. No official statement or other disclosure document meeting the requirement of Rule 15c2-12 of the Securities and Exchange Commission is available and therefore an original purchaser must avail itself of the exemption provided in subparagraph (d)(1) of that Rule limiting sales of the Notes to no more than 35 persons each of whom the original purchaser reasonably believes (a) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Notes and (b) is not purchasing the Notes for more than one account or with a view toward distributing or reselling the Notes.

Payment of Principal and Interest; Paying Agent. The Notes will be payable in Federal Reserve funds of the United States of America at the designated corporate trust office of The Huntington National Bank, in Columbus, Ohio, or at such other office of a bank or trust company designated by the Director of Finance after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the “*Paying Agent*”).

Basis of Award. At the time and date stated above, Rockmill Financial Consulting, LLC, the Municipal Advisor to the City, and the Director of Finance will consider the proposals submitted and will award the Notes on the basis of the proposal resulting in the sale of the Notes at the lowest net interest cost to the stated maturity. The lowest net interest cost will be determined by taking the amount of interest from the date of the Notes to the stated maturity date and deducting therefrom the amount of any premium. In the event of tie proposals, the successful proposal will be selected by lot in a manner determined by the Director of Finance. Any informality or failure to conform to the instructions contained in this Invitation may be waived by the Director of Finance. The Director of Finance may, in his sole discretion, reject any or all of the proposals presented for any reason, including but not limited to, a determination by the Director of Finance that acceptance of a bid will not result in the best economic interest of the City at that time. All determinations and the award by the Director of Finance shall be final.

Book Entry. At the request of the original purchaser, the Director of Finance may authorize the Notes to be issued as fully registered securities (for which the City will serve as note registrar) in book entry only form for use in the book entry only system of The Depository Trust Company, New York, New York (“DTC”). Fully registered Notes issued in the book entry only system of DTC will be retained and immobilized in the custody of DTC or its designated agent. For all purposes under the Note proceedings, DTC will be and will be considered by the City and the Paying Agent to be the owner or holder of the Notes. Owners of book entry interests in the Notes (book entry interest owners) will not receive or have the right to receive physical delivery of Notes, and will not be or be considered by the City and the Paying Agent to be, and will not have any rights as, owners or holders of Notes under the Note proceedings. **The original purchaser will be responsible for (a) completing and delivering to DTC, prior to delivery of the Notes, the appropriate DTC “Eligibility Questionnaire” and (b) any fees and expenses imposed by DTC (see Costs of Issuance).**

Purpose, Security and Authorization of Notes. The Notes are to be issued in anticipation of the issuance of bonds for the purpose of paying the costs of constructing Glenn Road between certain termini by constructing, excavating, grading and paving, installing drainage, sanitary sewer laterals, street lighting, conduit, curbs and gutters, signage, traffic pavement markings, street signs, landscaping, and acquiring interests in real estate, together with all necessary appurtenances thereto.

The bonds in anticipation of which the Notes are issued, unless paid from other sources and subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally, to the application of equitable principles, whether considered in a proceeding at law or in equity, to the exercise of judicial discretion, and to limitations on legal remedies against public entities, are to be paid from the proceeds of the levy of ad valorem taxes on all property subject to ad valorem taxes levied by the City, which taxes are within the ten-mill limitation imposed by law. The maximum maturity of bond anticipation notes for the improvements is April 30, 2040.

Rating. No application for a rating on the Notes has been made by the City.

Costs of Issuance. The successful proposer will be responsible for the fees of CUSIP, DTC, the Ohio Municipal Advisory Council (“OMAC”) and any other industry assessments, as well as the fees of its own legal counsel. Payment of the fees and costs of CUSIP, DTC, OMAC and any other industry assessments shall be made by the successful proposer directly to the service providers. For information concerning OMAC, please contact OMAC at (330) 963-7444.

The successful proposer will also be responsible for the payment of the fees of Bond Counsel, the Municipal Advisor and the Paying Agent which, in the aggregate, will be \$ [REDACTED]. Payment of the fees and costs of Bond Counsel, the Municipal Advisor and the Paying Agent shall be made by the successful proposer directly to those service providers no later than 10:00 a.m. (Ohio time) on the date of delivery of the Notes in Federal Reserve funds of the United States of America.

The City will be responsible for the payment of all other issuance costs.

Legal Opinion and Tax Matters. Legal matters incident to the issuance of the Notes and with regard to the status of the interest on the Notes under existing federal and Ohio tax law are subject to the legal opinion of Squire Patton Boggs (US) LLP, Bond Counsel to the City, which will be furnished without cost to the original purchaser at the time the Notes are delivered to it.

The legal opinion of Bond Counsel will include an opinion to the effect that under existing law: (a) interest on the Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and is not an item of tax preference for purposes of the federal alternative minimum tax, and the Notes are qualified tax-exempt obligations as defined in Section 265(b)(3) of the Code, and (b) interest on, and any profit made on the sale, exchange or other disposition of, the Notes are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. Bond Counsel will express no opinion as to any other tax consequences regarding the Notes.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the City contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Notes are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of the City’s certifications and representations or the continuing compliance with the City’s covenants.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel’s legal judgment as to exclusion of interest on the Notes from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service (“IRS”) or any court. Bond Counsel expresses no opinion about (a) the effect of future changes in the Code and the applicable regulations under the Code or (b) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excluded from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations. Noncompliance with these requirements by the City may cause loss of such status and result in the interest on the Notes being included in gross income for federal income tax purposes retroactively to the date of issuance of the Notes. The City has covenanted to take the actions required of it for the interest on the Notes to be and to remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion. After the date of issuance of the Notes, Bond Counsel will not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel’s attention, may

adversely affect the exclusion from gross income for federal income tax purposes of interest on the Notes or the market value of the Notes.

Interest on the Notes may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Notes. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Notes, are generally subject to IRS Form 1099-INT information reporting requirements. If a Note owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Bond Counsel's engagement with respect to the Notes ends with the issuance of the Notes, and, unless separately engaged, Bond Counsel is not obligated to defend the City or the owners of the Notes regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Notes, under current IRS procedures, the IRS will treat the City as the taxpayer and the beneficial owners of the Notes will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Notes for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Notes.

Prospective purchasers of the Notes should consult their own tax advisors regarding pending or proposed federal and state tax legislation and court proceedings, and prospective purchasers of the Notes at other than their original issuance should also consult their own tax advisors regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Notes. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Notes will not have an adverse effect on the tax status of interest or other income on the Notes or the market value or marketability of the Notes. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or

repeal (or reduction in the benefit) of the exclusion of interest on the Notes from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, federal tax legislation that was enacted on December 22, 2017 reduced corporate tax rates, modified individual tax rates, eliminated many deductions, repealed the corporate alternative minimum tax, and eliminated the tax-exempt advance refunding of tax-exempt bonds and tax-advantaged bonds, among other things. Additionally, investors in the Notes should be aware that future legislative actions might increase, reduce or otherwise change (including retroactively) the financial benefits and the treatment of all or a portion of the interest on the Notes for federal income tax purposes for all or certain taxpayers. In all such events, the market value of the Notes may be affected and the ability of holders to sell their Notes in the secondary market may be reduced.

Investors should consult their own financial and tax advisors to analyze the importance of these risks.

Limited Role of Bond Counsel. In addition to rendering the legal opinion, Bond Counsel, whose legal services have been retained by the City, will assist in the preparation of, and advise the City concerning, documents for the note transcript. Bond Counsel has not been retained to confirm or verify, assumes no responsibility for, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in any reports, financial information, offering or disclosure documents or other information relating to the City or the Notes that may be prepared or made available by the City or others to those submitting proposals for or holders of the Notes or others.

Limited Role of Municipal Advisor. The City has also retained Rockmill Financial Consulting, LLC, in connection with the preparation of the City's issuance of the Notes. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of any statements in any reports, financial information or other information relating to the City or the Notes that may be prepared or made available by the City or others to those submitting proposals for or holders of the Notes or others. The Municipal Advisor is an independent municipal advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

Form and Delivery of Notes Upon Payment of Purchase Price. The Notes will be prepared in typewritten or xerographically reproduced form at the expense of the City. If the original purchaser requests printed Notes, the original purchaser must pay the expense of printing. Delivery will be made without charge at such place in the State of Ohio as the original purchaser shall designate, provided that mutually satisfactory arrangements for delivery outside the State of Ohio at the expense of the original purchaser may be made. It is anticipated that delivery will be made on **April 29, 2021, by 10:00 a.m.** (Ohio time). The original purchaser must pay for the Notes no later than 10:00 a.m. (Ohio time) on the date of delivery in Federal Reserve funds of the United States of America.

CUSIP. CUSIP numbers and any CUSIP Service Bureau charge for the assignment of the numbers are the responsibility of the original purchaser (see **Costs of Issuance**). Any delay, error or omission with respect thereto shall not constitute cause for the original purchaser to refuse to accept delivery of and pay for the Notes.

Subsequent Events. In the event that, prior to their delivery, the interest on the Notes should by any act of Congress or otherwise become subject to federal income tax, or any act of Congress should provide that the interest income on the Notes shall be taxable at a future date for federal income tax purposes other than as discussed herein, whether directly or indirectly, the original purchaser may refuse to accept delivery.

Transcript of Proceedings. The City will furnish the transcript of proceedings and a certificate that to the knowledge of the signers no litigation or administrative action or proceeding is pending or threatened at the time of initial delivery to restrain or enjoin, or seeking to restrain or enjoin, the issuance and delivery of the Notes or the levy and collection of the taxes or the charge and collection of any applicable rates, fees or charges for their payment, or to contest or question the proceedings and authority under which the Notes will have been authorized, issued, sold, signed or delivered or the validity of the Notes or the issuance of the bonds in anticipation of which the Notes are to be issued.

Establishment of Issue Price (10% Test to Apply if Competitive Sale Requirements are Not Satisfied).

(a) The winning bidder shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Invitation to establish the issue price of the Notes may be taken on behalf of the City by the City’s Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the “*competitive sale requirements*”) because:

- (1) The City shall disseminate this Invitation to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) All bidders shall have an equal opportunity to bid;

- (3) The City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) The City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Invitation.

Any bid submitted pursuant to this Invitation shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of the Notes (the “10% test”) is sold to the public as the issue price of the Notes. The winning bidder shall advise the City if the 10% test is satisfied as of the date and time of the award of the Notes. The City will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of the Notes as the issue price of the Notes in the event that the competitive sale requirements are not satisfied. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that the Notes will be subject to the 10% test in order to establish the issue price of the Notes.

(d) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied, the winning bidder agrees to promptly report to the City the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% test has been satisfied as to the Notes or until all Notes have been sold.

(e) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to report the prices at which it sells to the public the Notes allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes or all Notes have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the Notes allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Notes or all Notes have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(f) Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Invitation. Further, for purposes of this Invitation:

- (1) “*public*” means any person other than an underwriter or a related party;
- (2) “*underwriter*” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public);
- (3) a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (4) “*sale date*” means the date that the Notes are awarded by the City to the winning bidder.

(g) Any “*underwriter*” (as defined in subsection (f)(2) above), by making a bid pursuant to this Invitation, represents to the City, Bond Counsel and the Municipal Advisor that it has an established industry reputation for underwriting new issuances of municipal bonds.

Questions. Any questions concerning the Notes should be addressed to the undersigned, the City’s Municipal Advisor, Rockmill Financial Consulting, LLC (David J. Conley – (513) 260-1495), or the City’s Bond Counsel, Squire Patton Boggs (US) LLP (Christopher J. Franzmann – (614) 365-2737).

Dated: April 7, 2020

Justin Nahvi
Director of Finance
City of Delaware, Ohio
One South Sandusky Street
Delaware, Ohio 43015
Telephone: (740) 203-1208

EXHIBIT A

UNDERWRITER'S CERTIFICATE

_____ (“**Initial Purchaser**”), as underwriter for the notes identified above (the “**Issue**”), issued by the City of Delaware, Ohio (the “**Issuer**”), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

[If the competitive sale meets the definition in Regulations §1.148-1(f)(3) by attracting at least three bids from underwriters that have established industry reputations for underwriting new issuances of tax-exempt obligations and as reflected in the representations below):

(1) **Issue Price.**

(A) As of the Sale Date, the reasonably expected initial offering price of the Issue to the Public by the Initial Purchaser is _____% of par (the “**Expected Offering Price**”). The Expected Offering Price is the price for the Issue used by the Initial Purchaser in formulating its bid to purchase the Issue. Attached as **SCHEDULE A** is a true and correct copy of the bid provided by the Initial Purchaser to purchase the Issue.

(B) The Initial Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(C) The bid submitted by the Initial Purchaser constituted a firm offer to purchase the Issue.

(D) The Expected Offering Price multiplied by the principal amount of the Issue is \$_____ (the “**Issue Price**”).

(E) **Definitions.**

“**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “**related party**” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

“**Sale Date**” means the first day on which there is a binding contract in writing for the sale of the Issue. The Sale Date of the Issue is **April 15, 2021**.

“**Underwriter**” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of

this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).]

[If the competitive sale fails to attract at least three bids from underwriters that have established industry reputations for underwriting new issuances of tax-exempt obligations and the issue price is determined using the general rule (actual sales of at least 10%) in Regulations §1.148-1(f)(2)(i):

(1) **Issue Price.**

(A) As of the date of this Certificate, the first price at which at least 10% of the Issue was sold to the Public is \$_____ (the “**Issue Price**”).

(B) **Definitions.**

“**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “**related party**” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

“**Underwriter**” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).]

All capitalized terms not defined in this Certificate have the meaning set forth in the Issuer’s Tax Compliance Certificate or in Attachment A to it.

(2) **Yield.** The Yield on the Issue is _____%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph (1).

(3) **Weighted Average Maturity.** The weighted average maturity (defined below) of the Issue is _____ [of a] year[s] and the remaining weighted average maturity of the Outstanding Prior Issue is [0.0028] of a year. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire issue.

(4) **Initial Purchaser's Discount.** The Initial Purchaser's discount is \$_____, being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by the Initial Purchaser to the Issuer for the Issue.

The signer is an officer of the Initial Purchaser and duly authorized to execute and deliver this Certificate. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Initial Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: April 29, 2021

[INITIAL PURCHASER]

By: _____

Title: _____

Draft of 11-22-2020

[If the competitive sale requirements are met:

SCHEDULE A

COPY OF INITIAL PURCHASER'S BID

(Attached)]

Draft of 11-2-2020



FACT SHEET

AGENDA ITEM NO: 12

DATE: 12/14/20

ORDINANCE NO: 20-85

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Kyle M. Kridler, Assistant City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC, AND DECLARING AN EMERGENCY.

BACKGROUND:

At the October 21 Special Meeting, City Council approved \$682,840 in CARES Act Funding to be distributed to Delaware City Schools, Main Street Delaware, Delaware County Convention & Visitors Bureau, United Way of Delaware and the Second Ward Community Initiative. Since this most recent approval, staff has received additional requests from the Delaware General Health District, Main Street Delaware and supports the need to update the City's website to enhance citizen engagement and communication in the continued hybrid/virtual environment as a result of the pandemic.

Ordinance No. 20-81, which was presented to Council during the November 9th Council meeting was amended to change appropriation amounts and language to identify the appropriate agencies and organizations receiving fund disbursements. Consequently, Ord. No 20-81 was tabled indefinitely and the vote taken on Ordinance No. 20-82.

Ord. No.20-82 proposes consideration and action on the third round of CARES Act Funds. The Ordinance allocates funds to cover expenses to support updates to the City's website and expenses that have been incurred by both Main Street Delaware and the Delaware General Health District as a direct result of COVID-19.

A balance of \$160,018 in CARES Act funds remain after a fourth round of grant funding was distributed to the City in November 2020. These remaining monies will be used for internal COVID related costs including marginal legal consulting fees relating to CARES Act funding, marketing costs related to the DORA and the acquisition of video software to enable remote sessions for the Municipal Court.

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Kyle Kridler, Assistant City Manager
R. Thomas Homan, City Manager
Justin Nahvi, Finance Director
Natalia S. Harris, Interim City Attorney

RECOMMENDATION:

Approval

ATTACHMENT(S)

Memo RE: CARES Act Funding – Updated Requests & Fourth Round of Funding from Kyle Kridler, Assistant City Manager

ORDINANCE NO. 20-85

AN ORDINANCE APPROPRIATING THE CITY'S CORONAVIRUS RELIEF FUND PAYMENT TO THE CITY'S COVID-19 RESPONSE, DIRECTING THE CITY MANAGER TO CONTINUE TO EMPLOY THE CITY'S INTERNAL RESPONSE TO THE PANDEMIC, AND DECLARING AN EMERGENCY.

WHEREAS, Title V, Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136 [H.R. 748], signed into law March 27, 2020 (the "CARES Act"), appropriated Coronavirus Relief Fund (the "Fund") payments from the U.S. Treasury Secretary to states, tribal governments, and units of local government; and

WHEREAS, under the CARES Act's Fund methodology, the State of Ohio was allocated the amount of \$4.532 billion to "provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency"; and

WHEREAS, the CARES Act and its related U.S. Treasury guidance provide that Fund payments may only be used by state and local government recipients to finance costs that (a) are necessary due to the COVID-19 public health emergency; (b) were not accounted for in the state or local government's budget most recently approved prior to the CARES Act's enactment; and (c) were incurred during the period beginning March 1, 2020, and ending December 30, 2020 (collectively, the "Criteria"); and

WHEREAS, pursuant to Amended Substitute House Bill 481 and Substitute House Bill 614 as passed by the 133rd Ohio General Assembly and State Controlling Board actions in August 2020, portions of the State of Ohio's CARES Act allocation of Fund payments have been appropriated to the Ohio Office of Budget and Management ("OBM") for distribution to local political subdivisions; and

WHEREAS, the City was allocated a Fund payment amount under Ohio House Bill 481 of \$2,652,332, for the receipt of which this Council adopted Resolution 20-37 on June 22, 2020, affirming said Fund payment would be expended only to cover costs consistent with the CARES Act and applicable

regulations, and such Fund payment was deposited into the City's Special Revenue Fund (Fund 284 the "City's Fund Payment"); and

WHEREAS, the City was allocated and received, or will be allocated and expects to receive, such additional Fund payment amounts under State Controlling Board action and Ohio House Bill 614, for the receipt of which this Council's adopted Resolution 20-37 on June 22, 2020, suffices to affirm said Fund payments are to be expended only to cover costs consistent with the CARES Act and applicable regulations, and such Fund payments have been or will be deposited into the City's Special Revenue Fund; and

WHEREAS, the General Assembly further designated OBM with the responsibility of monitoring the financial activities of local political subdivisions receiving Fund payments, pursuant to which OBM published guidance pertaining to the distribution of Fund payments through its Local Government Assistance Program, which was last updated as of the time of this Ordinance on November 20, 2020 (the "OBM Guidance"); and

WHEREAS, the OBM Guidance restates the Criteria and provides further direction to local political subdivisions as to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the COVID-19 pandemic has caused unforeseen needs within the City's internal operations and unbudgeted costs; and

WHEREAS, the COVID-19 pandemic has caused unforeseen needs among residents of the City, small businesses and organizations within the City, and public health service agencies working to meet the needs of those residents have been impacted by unforeseen and unbudgeted costs; and

WHEREAS, many City residents, small businesses, organizations, and public health services providers are experiencing economic instability; and

WHEREAS, pursuant to the OBM Guidance, the City's Fund Payment can be expended to absorb necessary and unbudgeted expenses incurred by the City during the period March 1 to December 30, 2020, and that are in response to or caused by the COVID-19 public health emergency, and to provide assistance to eligible organizations and public health service agencies for such necessary and unbudgeted expenses and losses incurred during the period March 1 to

December 30, 2020, and that are in response to, or caused by, the COVID-19 public health emergency; and

WHEREAS, the City has a remaining unspent balance of its Fund payment that will be used to offset the unforeseen needs and unbudgeted costs incurred by the City to continue efficient and effective operations; and

WHEREAS, memorialized grant partnerships by and among the City, small businesses, certain organizations, and public health services agencies serving residents of the City will serve to increase the capacity of such organizations and public health services providers to assist City residents in recovering quickly from the continued harm caused by the COVID-19 public health emergency as well as address other assistance related to COVID-19; and

WHEREAS, said memorialized grant partnerships by and among the City, small businesses, certain organizations and public health services agencies serving residents of the City will increase the administrative capacity of the City to expediently meet the unforeseen needs of City residents caused by the COVID-19 health emergency; and

WHEREAS, Ordinance 20-30 authorized the Delaware COVID-19 & Spring Flood Small Business Grant Program, sourced by \$100,000 from the City's Fund payment, to help offset, at least in part, the economic impact from the public health emergency experienced by the City's business community; and

WHEREAS, Ordinance 20-66 authorized the Delaware Small Business Recovery Grant 2.0 Program, sourced by \$300,000 from the City's Fund payment, to assist small businesses impacted by the economic impacts of the COVID-19 health emergency.

WHEREAS, the City has a remaining unspent balance of its Fund payment that will be deployed to fund the City's internal response to COVID-19 and said memorialized grant partnerships to help offset, at least in part, such unforeseen needs and unbudgeted costs of certain organizations, small businesses, and public health services agencies and residents of the City; and

WHEREAS, City Council intends to expend a total amount of **\$160,018** of its Fund payment to cover the aforementioned unforeseen needs and unbudgeted costs incurred by the City as a result of the COVID-19 public health

emergency and to provide funding to the memorialized grant partnerships as further described herein.

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

SECTION 1. Costs of the City’s COVID-19 Response are Necessary. That this Council hereby declares that its COVID-19 Response, defined herein, constitutes necessary costs by the City to mitigate or respond to the COVID-19 public health emergency. Specifically, this Council deems the following COVID-19 public health emergency measures are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019. This Council’s decision that such costs are appropriate by virtue of charging to the City’s Fund Payment is based on the following: the COVID-19 pandemic has caused unforeseen needs within the City’s internal operations and unbudgeted costs as a result of the COVID-19 pandemic; certain organizations and small businesses are suffering from closed or interrupted operations, employee furloughs or lay-offs and other economic losses; and public health services providers and City residents have suffered from unforeseen needs and unbudgeted costs (collectively, the “COVID-19 Response”).

SECTION 2. Costs Not Accounted for in Budget Most Recently Approved as of March 27, 2020. That this Council hereby declares the City’s COVID-19 Response costs are substantially different from the expected use of funds in the City’s line item, allotment, or allocation of funds in the City’s most recently approved budget prior to March 27, 2020.

SECTION 3. Costs Incurred During Period Beginning March 1, 2020 and Ending December 30, 2020. That this Council hereby declares the City’s COVID-19 Response costs were incurred during the period beginning March 1, 2020 and ending December 30, 2020 (the “Covered Period”).

SECTION 4. Appropriation and Local Government Proclamation. That this Council hereby appropriates from the unencumbered balance of the Capital Improvement Fund (Fund 410) \$160,016 increasing the following account:

COVID Capital (410.4111.5504)	\$160,018
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SECTION 5. Appropriation and Local Government Proclamation That this Council hereby appropriates from the unencumbered balance of the Local Coronavirus Fund (Fund 284) \$160,018 increasing the following account:

Transfers (284.2840.5701)	\$160,018
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to the COVID-19 Response as described herein and in accordance with the OBM Guidance and further authorizes and directs the City Manager to proclaim that the COVID-19 Response is an allowable use of the City's Fund payment, to take such actions, execute such instruments, and direct such efforts so as to give full effect to this appropriation and the Council's determinations and declaration on this subject.

SECTION 6: As time is of the essence, the City Manager is directed to take action to make these funds available as soon as possible.

SECTION 7. 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 8. EMERGENCY CLAUSE: This ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health, and welfare of the City and to provide immediate assistance needed to continue efficient and effective operations by the City during the COVID-19 pandemic, and immediate assistance needed by Delaware residents, organizations, small businesses, and public health services agencies impacted by the COVID-19.

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS___ NAYS___
ABSTAIN ___

PASSED: _____, 2020

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



MEMORANDUM

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: Kyle Kridler, Assistant City Manager
DATE: December 10, 2020
RE: CARES Act Funding – Updated Requests & Fourth Round of Funding

Background

The City of Delaware received an additional \$155,943 from the Delaware County Auditor's office on November 25 from funds that were returned by other jurisdictions from around Delaware county. When added to the previous funding, the total amount that the City has received to date is \$2,808,274 as outlined in the table below.

At the November 23 meeting, City Council approved \$130,971 in CARES Act Funding to be distributed to Main Street Delaware, the Delaware General Health District and the City website. As staff has worked to allocate CARES Act funding to entities and projects in need, we are recommending the following and final additional distribution as it relates to CARES Act funds (see [December 14 Consideration](#) on next page):

CARES Act Revenues To-Date

<u>Category:</u>	<u>Amount:</u>
CARES Round 1	\$750,116
CARES Round 2	\$414,551
CARES Round 3	\$1,487,664
CARES Round 4	\$155,943
Total CARES Funding	\$2,808,274

DISTRIBUTIONS/REIMBURSEMENTS

Direct City Related Projects/Programs **Council Approved as of Nov. 23, 2020**

<u>Category</u>	<u>Approved</u>
City Admin Pay	\$767,297
Business Recovery Grants V2	\$300,000
Non-Payroll (Includes Business Grants V1)	\$180,002
City Hall COVID Improvements	\$126,957
City Facilities (HVAC & Filtration Upgrades)	\$413,000
Granicus (Agenda & Streaming Software)	\$23,134
Recreation Online Registration Software	\$24,055
City Website (Granicus)	<u>\$20,600</u>
Total Direct City Programs Approved	\$1,855,045

Additional City Expenses **Consideration for December 14, 2020**

Bricker & Eckler CARES Legal Guidance	\$13,000
DORA Marketing Items for Downtown	\$2,400
Court's Cisco Video Solution	\$121,824
Installation of Court's Video Solution	<u>\$22,794</u>
Total Direct City Programs Requested	\$160,018

TOTAL Direct City Programs (Including Requested) \$2,015,063

Partner Agency Requests Round 1 & 2 **Council Approved as of Nov. 23, 2020**

<u>Agency</u>	<u>Approved</u>
Delaware City Schools	\$177,000
Main Street Delaware Marketing	\$30,748
Delaware CVB Marketing	\$25,000
United Way of Delaware	\$305,100
SWCI	\$144,992
Main Street Delaware Expenses	\$10,371
Delaware General Health District Round 1	<u>\$100,000</u>
Total External Partners Approved	\$793,211

**Total CARES Distribution/Reimbursement
(Including Requested) \$2,808,274**

Remaining CARES Funding \$0

Staff Recommendation – Additional Internal & External Agency Requests

With an understanding of the eligible uses, as provided by the U.S. Department of Treasury, staff recommends that the remaining CARES Act funding be used for the following internal projects (as listed above) with additional details below and Council approve by an emergency clause at the December 14, 2020 City Council meeting.

- **Bricker & Eckler Legal Guidance - \$13,000**
 - Starting in September, staff retained Bricker & Eckler law firm based out of Columbus to assist the City in providing legal guidance to ensure that the CARES Act funds and programs met the guidelines as set forth by the Federal Government and the Ohio Office of Budget and Management (OBM). Bricker & Eckler provided support in crafting the CARES Act Agreement documents between the City and external agencies, creating the Small Business Grant program, assisting on what expenses were eligible which involved many emails, phone calls and language crafting for these agreements. Their continued support has been extremely valuable in protecting the City and ensuring that the CARES Act funding meets the requirements as provided by the Feds and Ohio OBM.

- **DORA Marketing Material for Downtown - \$2,400**
 - In a continued effort to support our downtown businesses through the pandemic and at the suggestion of City Council, staff has created a marketing solution to further promote the City's DORA. This includes 35 banners and wraps for the downtown within the DORA boundaries along with 50 stickers to be displayed in businesses' storefronts who participate in the DORA. Like other communities around central Ohio, this increased marketing effort will spread awareness of the DORA in Delaware and drive additional revenues to our participating businesses in the downtown. Included as an attachment are images for the DORA promotion.

- **Courts Cisco Video Solution - \$121,824 (Hardware) + \$22,794 (Installation) = \$144,618**
 - The utilization of Cisco's Webex solutions will bring many benefits to Court/City, it's employees and those who interact with the judicial services. One of the primary benefits will feature a fully comprehensive remote teleconferencing solution that allows greater access to justice to all who conduct business within the life of a case as it progresses through the adjudication process. The stream-lined services that can be leveraged by the Court and its users will drastically change the effectiveness of

conducting courtroom proceedings while in this pandemic and long beyond. This solution allows for the Judges to interact remotely along with individuals in the adjudication process virtually both from home along with in a separate room from within the Court's facility. See image of some of the hardware attached along with the following link to Elkhart County, Indiana using similar solutions for their judicial system: <https://blogs.cisco.com/partner/nsi-and-cisco-help-elkhart-county-connect-judicial-system-to-community>

Conclusion

Staff recommends that Council pass the Coronavirus Relief Fund Ordinance for \$160,018 at the December 14 meeting with the Emergency clause. Staff will continue to work with each of our partner organizations along with internally to ensure that the proper paperwork, coordination and reporting is provided in alignment with the guidelines. As is provided above, should Council pass this Ordinance, there will be \$0 remaining in the CARES Act Funds. Staff appreciates all of Council's support in distributing these much-needed funds as they have provided great value both internally along with throughout the community during these challenging times.

Additional Update – Small Business Recovery Grant 2.0

The Small Business Recovery Grant 2.0 deadline concluded on November 30 and staff wrapped up evaluation of the applications last week. The Economic Development Team assisted 35 businesses for a total of \$299,211 of the \$300,000 originally authorized by City Council for this program. As is highlighted in the attachment, the average grant size was \$8,549 and aided with PPE, reopening costs, missed mortgage/rent payments and proactive solutions such as outdoor structures to assist businesses through the pandemic.

DORA Marketing Images

Banners/Wraps for Downtown



Window Decal/Adhesive for Participating Businesses



Cisco Webex Court Solutions Images



Designing for huddle spaces

Check out our entire portfolio of collaboration devices designed for small meeting spaces.



Contents	Introduction	Physical interface	Connecting to a codec	Factory reset	Appendix
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JANUARY 2020



Quad Camera



Precision 60



SpeakerTrack 60



PTZ-12

Camera guide

for Cisco Quad Camera, Cisco TelePresence Precision 60, Cisco TelePresence SpeakerTrack 60, and PTZ-12

SMALL BUSINESS RECOVERY GRANT 2.0

Type of Business Breakdown:

- 20** Restaurants/Bars/
Microbreweries
- 2** Lodging/Tourism/
Entertainment
- 3** Personal Care
- 4** Retail
- 2** Building Owners
- 1** Industrial
- 1** Fitness/Training/
Instruction
- 1** Childcare/Education

35 GRANTS AWARDED

\$299,211.17

The Small Business Recovery Grant 2.0 had an allocated budget of \$300,000 to assist businesses with expenses occurred for items such as PPE, reopening costs and mortgage/rent payments. Of this, the City of Delaware granted \$299,211.17 in federal CARES Act dollars to Delaware Businesses.

The average grant amount awarded was \$8,549.00.



In terms of location, the grants were issued to the following:

- 27** in Downtown Delaware
- 2** in the Riverfront District
- 2** in South Delaware
- 1** in Southeast Delaware
- 1** in Southwest Delaware
- 2** in West Delaware





FACT SHEET

AGENDA ITEM NO: 13

DATE: 12/14/2020

ORDINANCE NO: 20-86

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 FOR DELAWARE STRATFORD APARTMENTS LLC FOR COUGHLINS CROSSING APARTMENTS CONTAINING 178 APARTMENT UNITS ON APPROXIMATELY 9.734 ACRES LOCATED ON THE WEST SIDE OF STRATFORD ROAD JUST NORTH OF MEEKER WAY WITHIN THE COUGHLIN'S CROSSING DEVELOPMENT ON PROPERTY ZONED A-1 PMU.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on December 2, 2020.

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. 20-86

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR DELAWARE STRATFORD APARTMENTS LLC FOR COUGHLIN'S CROSSING APARTMENTS CONTAINING 178 APARTMENT UNITS ON APPROXIMATELY 9.734 ACRES LOCATED ON THE WEST SIDE OF STRATFORD ROAD JUST NORTH OF MEEKER WAY WITHIN THE COUGHLIN'S CROSSING DEVELOPMENT ON PROPERTY ZONED A-1 PMU.

WHEREAS, the Planning Commission at its meeting of December 2, 2020 recommended approval of a Final Development Plan for Delaware Stratford Apartments LLC for Coughlin Crossing Apartments containing 178 apartment units on approximately 9.734 acres located on the west side of Stratford Road just north of Meeker Way within the Coughlin's Crossing Development on property zoned A-1 PMU (PC Case 2020-2474) and

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

SECTION 1. That the Final Development Plan for Delaware Stratford Apartments LLC for Coughlin Crossing Apartments containing 178 apartment units on approximately 9.734 acres located on the west side of Stratford Road just north of Meeker Way within the Coughlin's Crossing Development on property zoned A-1 PMU, 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 limestone on the building shall achieve compliance with the approved development text.
3. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
4. All roof top mechanical equipment shall be screened from public view.
5. The applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval.
6. The trash compactor enclosure shall be constructed of stone to match the building and have wood doors painted or stained to match. The

- trash compactor shall be screened with landscaping from Stratford Road.
7. The proposed approximate 0.70-acre open space called “Stratford Commons”, located on the extreme northwestern portion of the Sub-Area, shall be designed and graded to allow for outdoor activities such as play areas, concerts and the like while maintaining view lines as originally conceived per the approved development text. It shall be a shared open space for the overall mixed-use development as originally envisioned. These plans shall be submitted by the Delaware Development Plan, LTD developer in consultation with the City and Delaware Stratford Apartments, LLC developer, reviewed, and approved by staff prior to construction.
 8. The developer shall replace the subject trees, make a payment in lieu of replacement of \$11,800 or a combination of the both for the trees removed in the tree preserve location north of the site per Chapter 1168 Tree Preservation Requirements and the approved development text prior to construction drawing approval.
 9. The subject site shall require a payment in lieu of planting trees of \$44,007.41 (9.734 acres x \$4,521 per acre) for tree replacement for the entire Coughlin Crossing Development prior to the approval of construction drawings.
 10. All the landscape plans shall be approved by the Shade Tree Commission.
 11. The lighting plan shall be reviewed and approved by the City and all lighting shall meet the requirements of the approved development text and the Planning & Zoning Code.
 12. All signage including size, material and color shall be submitted and reviewed by staff for approval per the approved Comprehensive Sign Plan.
 13. 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: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

CASE NUMBER: 2020-2474

REQUEST: Final Development Plan

PROJECT: Coughlin's Crossing Apartments

MEETING DATE: December 2, 2020

APPLICANT/OWNER

Delaware Development Plan LTD
999 Polaris Parkway
Columbus, Ohio 43240

REQUEST

2020-2474: A request by Delaware Stratford Apartments LLC, for approval of a Final Development Plan for Coughlin's Crossing Apartments containing 178 apartment units on approximately 9.734 acres located on the west side of Stratford Road just north of Meeker Way within the Coughlin's Crossing Development on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District).

PROPERTY LOCATION & DESCRIPTION

The approximate 9.734 site is located west of Stratford Road, east of Coughlin Lane and north of Meeker Way. The subject site is zoned A-1 PMU as are the properties to the north, south and west while the zoning to the east across Stratford Road is FR-1 in the Township.

BACKGROUND/PROPOSAL

In November 2016, the Planning Commission and City Council approved a Rezoning Amendment, Conditional Use Permit, an Amendment to the Comprehensive Plan, Preliminary Development Plan and Preliminary Subdivision Plat for the proposed mixed-use development.

In May 2017, Planning Commission and City Council approved a Final Development Plan for Phase 1 (Infrastructure), a Final Subdivision Plat and Street Vacation to subdivide the site and initiate construction for the subject development. In September 2018, the developer presented a concept plan of a land use revision to Sub-Area's 5 and 6 pertaining to the location of Reserve Area A (storm water basin) which was favorably received by the Planning Commission.

In November 2019, the Planning Commission and City Council approved a development text amendment to Sub Areas 2, 5, and 6 as well as an amended Preliminary Plan. The subject site is located in Sub Area 2 and was amended from mixed use buildings to the west and residential to the east along Stratford Road to a Romanelli & Hughes apartment development with 178 total units, club house, open space, and several building configurations all of high design and material quality.

Now the developer is proposing a Final Development Plan for Sub-Area 2 to construct 178 apartment units in fifteen buildings on approximately 9.734 acres. The proposed development would have primary access from Stratford Road and Coughlin Lane via Meeker Way and secondary access thru Sub-Area 4 when developed. Regional retention basins are located north and south of the development.

STAFF ANALYSIS

- **ZONING:** The site is zoned A-1 PMU and is located within Sub-Area 2 of the Coughlin's Crossing Development and the proposed apartment development would require Final Development Plan approval by the Planning Commission and City Council.
- **GENERAL ENGINEERING:** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND ACCESS:** The proposed development would have full access points from Stratford Road and Coughlin Lane via Meeker Way with secondary access points from Sub-Areas 4 with future development. The full movement curb cut from Stratford Road would have a boulevard entrance with raised paver stones in strategic locations to accentuate the entrance feature into the apartment complex while providing a traffic calming mechanism to discourage any cut through traffic to the other Sub-Areas and enhancing the residential

design for this entrance. The full movement curb cut on Coughlin Lane would be constructed to typical public intersection standards. The internal roads would be private but constructed to public road standards and meet all the fire department requirements.

The developer was required to and constructed significant transportation improvements in this area (US 23, Meeker Way and Stratford Road) based on the 2016 original plan approval and the proposed apartment development would have a minimal impact on the overall traffic in the area (per traffic impact study provided by MS Consultants and approved by the City, County and the State.

- **PEDESTRIAN CONNECTIVITY:** A bike path has been constructed on the west side of Stratford Road just east of the apartment complex per the Bicycle and Pedestrian Master Plan 2027 with private interior sidewalks within the apartment complex connecting to the bike path at the curb cut on Stratford Road. Also, private interior sidewalks would connect the apartment's buildings, amenities and open spaces within the development.
- **SITE CONFIGURATION:** The linear site would yield 174 apartment units that would be contained within 14 buildings and a clubhouse with a pool on approximately 9.743 acres. Of the 14 apartment buildings, there would be 4 two story buildings containing 12 dwelling units with no garages, 3 three-story buildings containing 24 dwelling units each with no garages; two three-story buildings with 24 dwelling units each with 10 garages each and five two-story carriage buildings with 2 dwelling units each with 5 garages each (carriage units located above freestanding garages). The buildings would be layered from east to the west with two story buildings with maximum 12 units fronting Stratford Road to be in scale with the existing single-family homes on the east side of Stratford Road and the three-story buildings located west of the two-story buildings. The typical apartment dwelling unit would range in size from 873 square feet for a one-bedroom unit and 1,241 square feet for a two-bedroom unit. The smaller carriage units would be a minimum of 620 square feet and there would only be 10 of them total. The site would contain 364 parking spaces of which 50 parking spaces would be within 5 garages scattered throughout the development for a ratio of 2.04 parking spaces per unit. The clubhouse with a pool is located along the extreme southern portion site adjacent to the regional detention basin. A trash compactor is located on the extreme north portion of the site that would have to be screened by an enclosure made of brick or stone to match the buildings with wood doors painted or stained to match and is screened with landscaping from Stratford Road. Existing detention basins are located north (also tree preserve) and south of the apartment development.
- **TREE REMOVAL & REPLACEMENT:** The developer is removing 118 caliper inches of tress just north of the development in the tree preservation area because of grading for the northern most apartment building. The developer shall replace the subject trees, make a payment in lieu of replacement of \$11,800 or a combination of the both per Chapter 1168 Tree Preservation Requirements and the approved development text. Also, if any additional trees are removed in this area during construction they shall be replaced per the aforementioned schedule. Furthermore, the entire development is subject to the tree replacement requirements established with the approved development text and agreements. This site requires a payment in lieu of planting trees of \$44,007.41 (9.734 acres x \$4,521 per acre) prior to the approval of construction drawings
- **LANDSCAPING & SCREENING:** The required landscaping and screening along Stratford Road needs to be installed per the Phase 1 infrastructure improvements approved in 2017 (Ordinance 17-35). Also, the developer is proposing a comprehensive landscape plan including street trees, shade trees, interior parking lot landscaping and foundation landscaping that appears to meet the development text and zoning code requirements. All the landscape plans need to be approved by the Shade Tree Commission.
- **OPEN SPACE:** The proposed open space is approximately 0.7 acres called "Stratford Commons", located on the extreme northwestern portion of the site that shall be designed and graded to allow for outdoor activities such as play areas, concerts and the like while maintaining view lines as originally conceived per the approved development text. The proposed dog park in this area shall be relocated elsewhere on the site or eliminated. The design and grading of this area shall be submitted, reviewed and approved by staff prior to construction drawing approval. The developer shall coordinate with the overall site developer to ensure that the open space is completed as originally envisioned.
- **LIGHTING:** The developer is proposing 18 light poles throughout the development that would be on 12-foot-high poles with a Granville classic standard light fixture. The buildings and garages would have wall packs.

The lighting plan would have to achieve compliance with the zoning code and development text and be approved by the City.

- **SIGNAGE:** The developer is proposing a comprehensive sign plan for the development that includes ground signs, street signs building address signage and leasing and miscellaneous signage. The proposed ground sign at the main entrance at Stratford Road achieves compliance with the tertiary development sign for the entire development while the ground sign at the entrance on Coughlin Lane achieves compliance with the individual sign requirements for the subject site. Both ground signs would have a sign area of 32.5 square feet with a Delaware blue vein limestone base that meets the requirements of the approved Comprehensive Sign Plan for the entire development. Also, the proposed street signs, building address signs and leasing and miscellaneous signage appear to be appropriate in material and scale for the proposed development.
- **BUILDINGS:** The developer is proposing two- and three-story apartment buildings, a two-story carriage unit with a garage on the first floor and dwelling units above as well as a pool and clubhouse. The two-story apartment buildings are comprised of a mostly stone first floor with the second floor mostly comprised of horizontal fiber cement siding capped with a hip, high pitched roof with three cupolas. There would be porches/balconies for most of the units and the windows would have vertical and horizontal grids with some windows having shutters. The three-story building would be similar but with the second-floor elevation being a mix of stone and fiber cement siding and the third-floor elevation being all fiber cement siding. There would be a hip, high pitched roof but no cupolas. The two-story carriage unit is similar in design and materials to the two-story apartment buildings and has a hip roof with a cupola. All the apartment buildings are characterized by an extensive amount of articulation that serves to break up what would otherwise be a large flat building surface and, as a result, makes the scale and mass of the building appear smaller. The clubhouse complements the apartment buildings with stone and fiber cement siding with columns and a hip roof. Staff believes the proposed building design and materials are complimentary and meet the intent of the approved development text building requirements while addressing the expressed concerns to break up an expansive building wall and to fit within the overall surroundings in a sensitive manner.

STAFF RECOMMENDATION (2020-2474 – FINAL DEVELOPMENT PLAN)

Staff recommends approval of a request by Delaware Stratford Apartments LLC, for a Final Development Plan for Coughlin's Crossing Apartments containing 178 apartment units on approximately 9.734 acres located on the west side of Stratford Road just north of Meeker Way within the Coughlin's Crossing Development on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District), 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 limestone on the building shall achieve compliance with the approved development text.
3. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
4. All roof top mechanical equipment shall be screened from public view.
5. The applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval.
6. The trash compactor enclosure shall be constructed of stone to match the building and have wood doors painted or stained to match. The trash compactor shall be screened with landscaping from Stratford Road.
7. The proposed approximate 0.70-acre open space called "Stratford Commons", located on the extreme northwestern portion of the Sub-Area, shall be designed and graded to allow for outdoor activities such as play areas, concerts and the like while maintaining view lines as originally conceived per the approved development text. It shall be a shared open space for the overall mixed-use development as originally envisioned. These plans shall be submitted, reviewed, and approved by staff prior to construction.

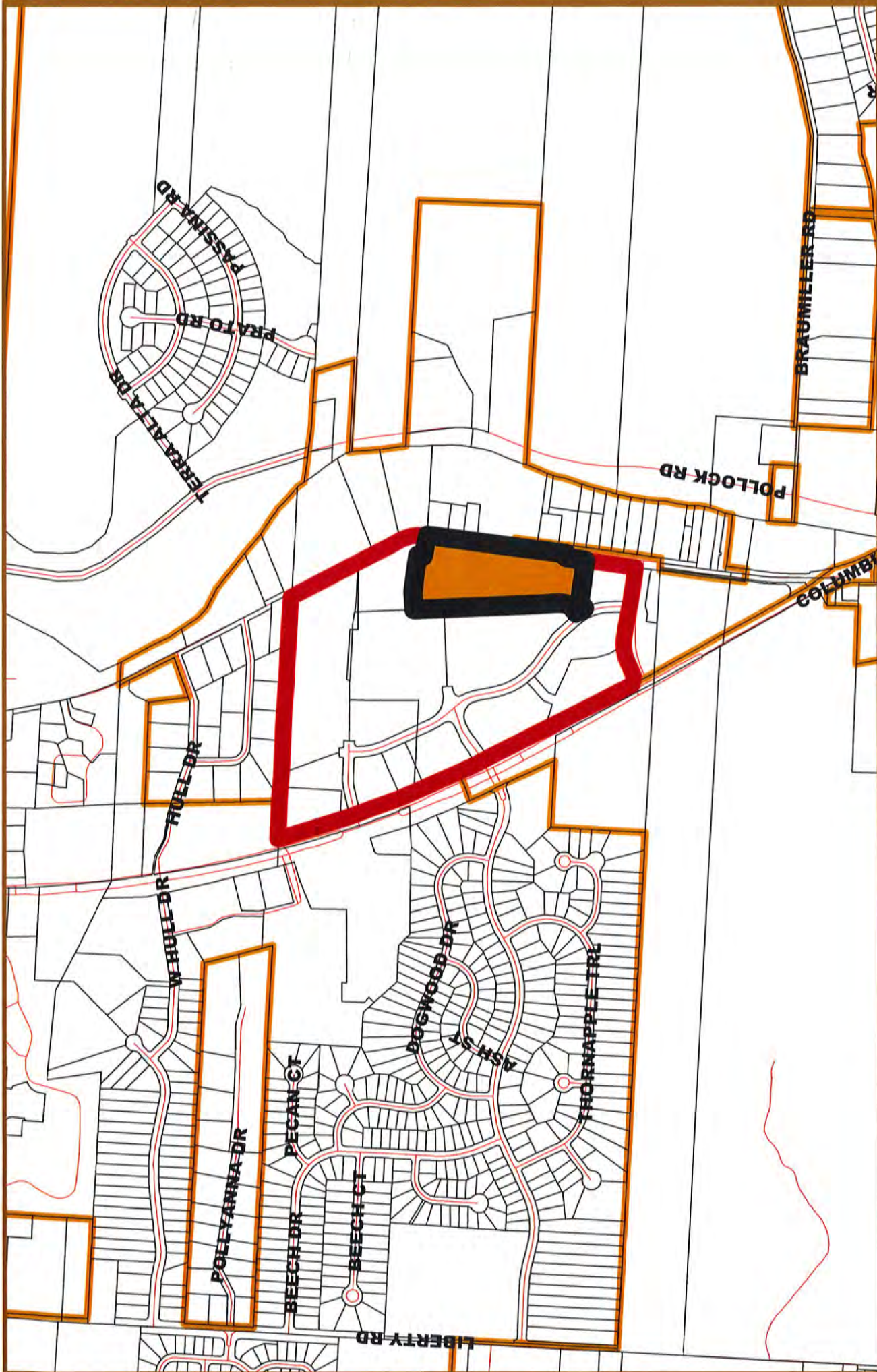
8. The developer shall replace the subject trees, make a payment in lieu of replacement of \$11,800 or a combination of the both for the trees removed in the tree preserve location north of the site per Chapter 1168 Tree Preservation Requirements and the approved development text prior to construction drawing approval.
9. The subject site shall require a payment in lieu of planting trees of \$44,007.41 (9.734 acres x \$4,521 per acre) for tree replacement for the entire Coughlin Crossing Development prior to the approval of construction drawings,
10. All the landscape plans shall be approved by the Shade Tree Commission.
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12. All signage including size, material and color shall be submitted and reviewed by staff for approval per the approved Comprehensive Sign Plan.
13. The development shall achieve compliance with all fire department requirements.

COMMISSION NOTES:

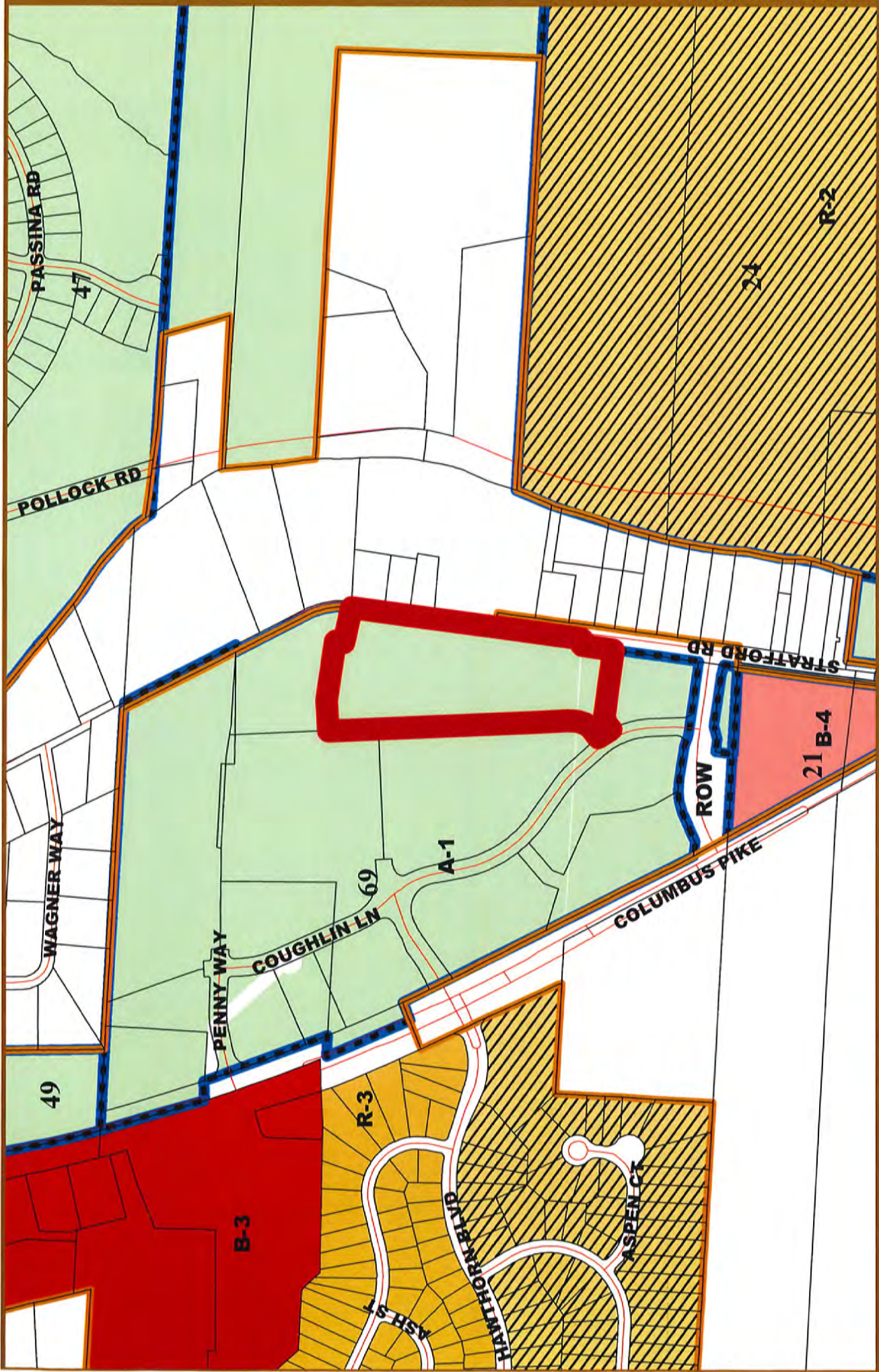
MOTION: _____ *1st* _____ *2nd* *approved* *denied* *tabled* _____

CONDITIONS/MISCELLANEOUS:

FILE:
ORIGINAL: 11/23/20
REVISED:



2020-2474
 Final Development Plan
 Coughlin's Crossing Apartments
 Location Map



2020-2474
 Final Development Plan
 Coughlin's Crossing Apartments
 Zoning Map

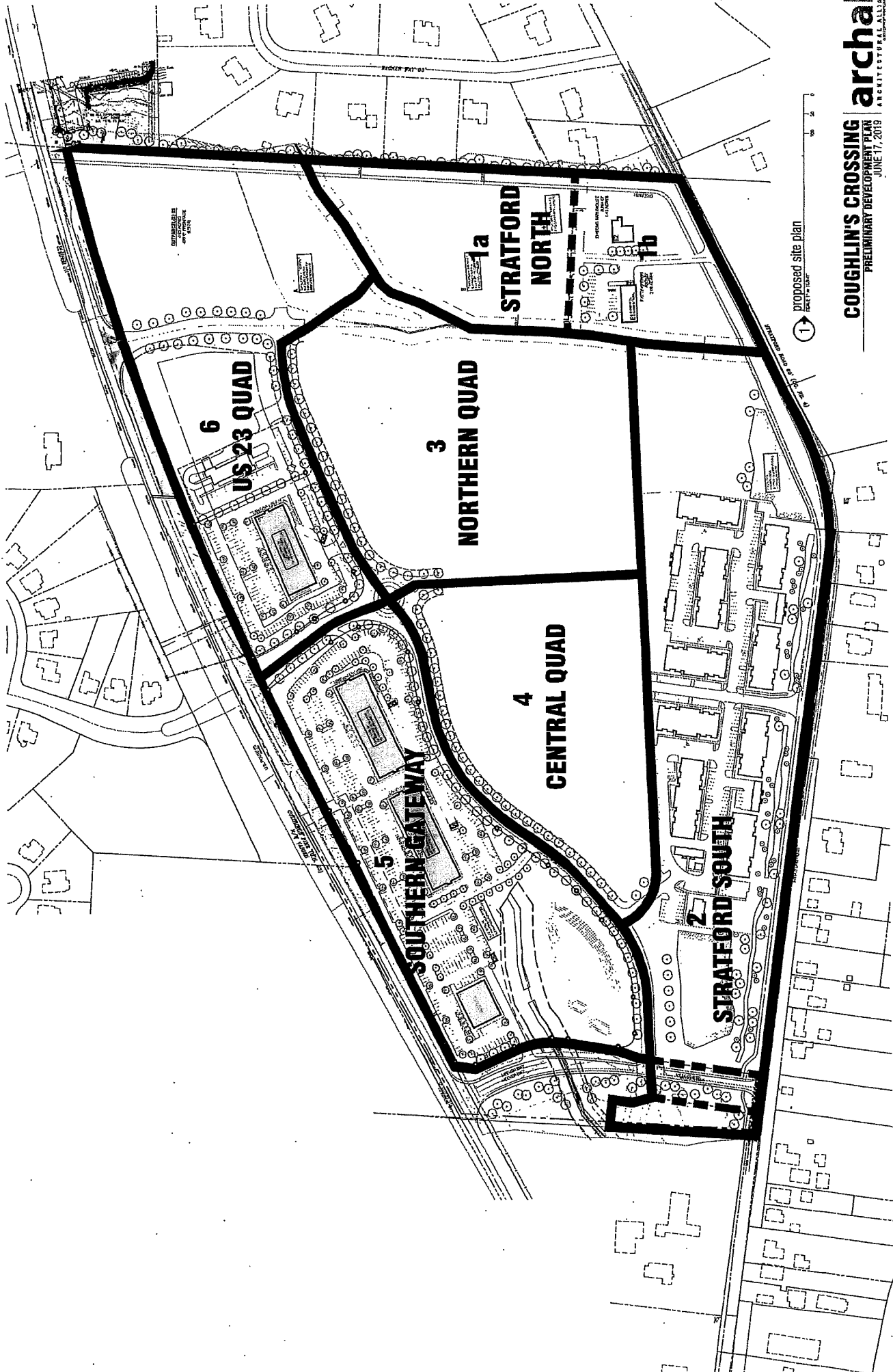


2020-2474
 Final Development Plan
 Coughlin's Crossing Apartments
 Aerial (2019) Map



2019 NOVEMBER PLANNING COMMISSION PLAN





1 PROPOSED site plan
SCALE: 1" = 40'

COUGHLIN'S CROSSING APARTMENTS

CITY OF DELAWARE, OHIO

PMUD- Subarea 2

Final Development Plan Submission

November 4, 2020

Applicant:

Delaware Stratford Apartments, LLC
Contact: Robert Yoakam

COUGHLIN'S CROSSING APARTMENTS CITY OF DELAWARE, OHIO

PMUD- Subarea 2 Final Development Plan Application Materials

Section 1: Supplemental Information

- Application
- Final Plat
- Declaration of Covenants and Restrictions
- Declaration of Reciprocal Easements, Covenants and Restrictions

Section 2: Final Development Plan Documents

- Cover
- Site Plan
- Utility Plans (2 Sheets)
- Grading Plans (2 Sheets)
- Street Lighting Plan
- Overall Landscape Plan
- Landscape Enlargement Plans (2 Sheets)
- Clubhouse, Pool and Entry Landscape
- Typical Internal Signage Plan
- Site Details (2 Sheets)

Section 3: Architectural Documents

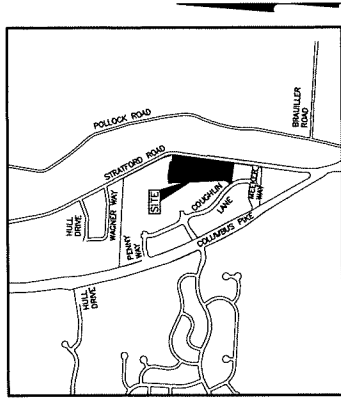
- Two Story Apartment Building
- Three Story Apartment Building
- Carriage House
- Clubhouse

COUGHLIN'S CROSSING APARTMENTS

FINAL DEVELOPMENT PLAN

DELAWARE STRATFORD
APARTMENTS LLC.

999 POLARIS, PARKWAY
COLUMBUS, OHIO 43240
PHONE : (614) 785-0015



LOCATION MAP

NO SCALE

INDEX OF DRAWINGS

SITE PLAN: SHEET 1
UTILITY PLAN: SHEET 2-3
GRADING PLAN: SHEET 4-5
STREET LIGHTING PLAN: SHEET 6
LANDSCAPE PLAN: SHEET L-102-L-108

SUBMITTAL: NOVEMBER 4, 2020

CIVIL ENGINEER



REVISION	DATE	DESCRIPTION

DELAWARE STRATFORD APARTMENTS LLC.
 1500 W. STATE ST. SUITE 100
 COLUMBIANA, OHIO 43084
 PHONE: 614-764-8145

SITE PLAN
COUGHLIN'S CROSSING APARTMENTS
 FOR
 FINAL DEVELOPMENT PLAN
 CITY OF DELAWARE, DELAWARE COUNTY, OHIO

EMHT
 ENGINEERING, ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE ARCHITECTURE, PLANNING
 11777 STATE ST. SUITE 100
 COLUMBIANA, OHIO 43084
 PHONE: 614-764-8145

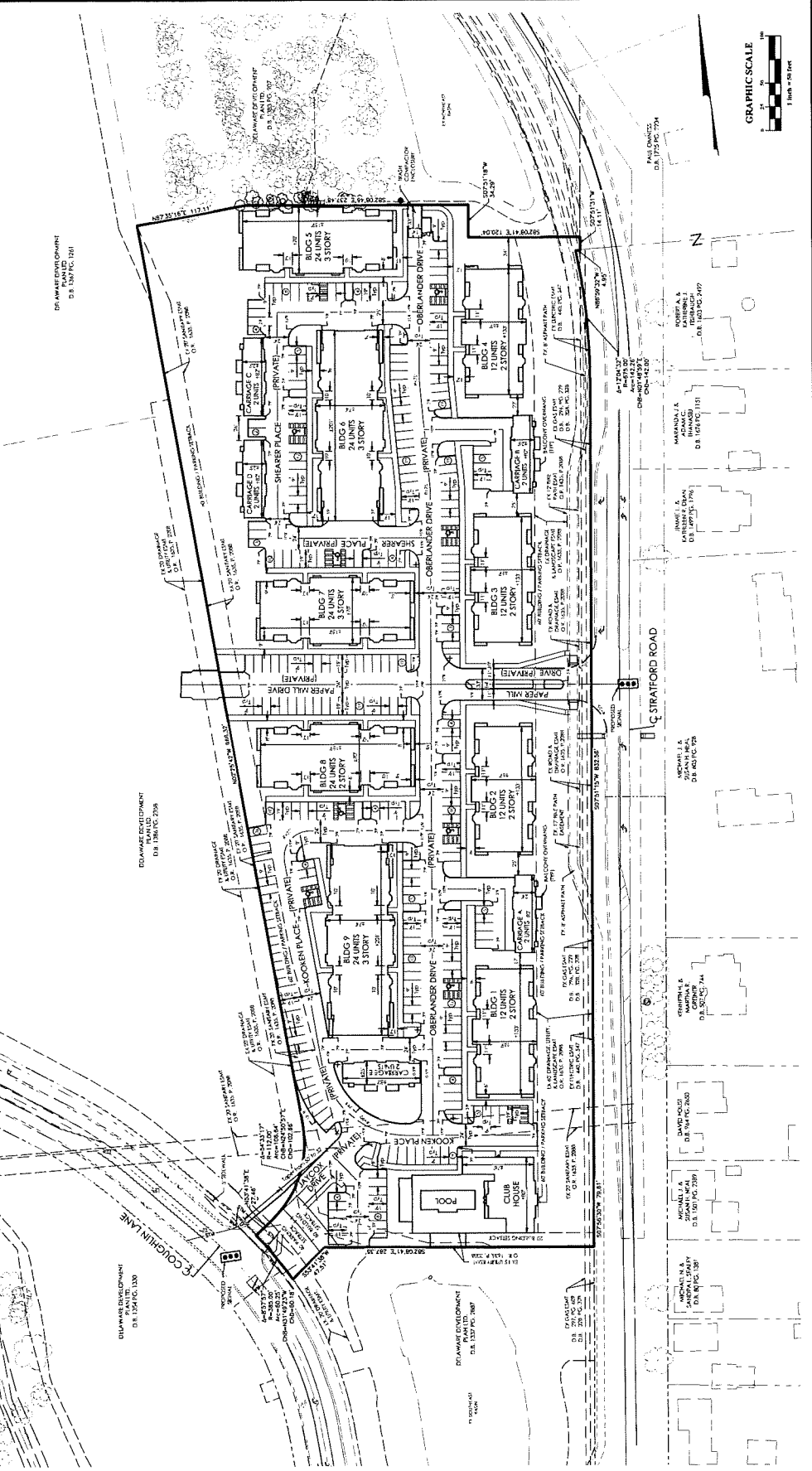
DATE: November 4, 2019
 SCALE: 1" = 50'
 DRAWING NO.: 19010004
 SHEET: 1/6

BUILDING BREAKDOWN:
 20 GARAGE BUILDINGS, 320 UNITS + 10 DUP
 BUILDING A-E
 - 8 GARAGES / BUILDING - 30 GARAGES
 - 12 GARAGES / BUILDING, 12 DUU UNITS - 48 DUP
 - BUILDINGS 1-5
 - NO GARAGE
 - 10 GARAGES / BUILDING, 24 DUU UNITS - 72 DUP
 - BUILDINGS 6-8
 - NO GARAGE
 - 10 GARAGES / BUILDING, 24 DUU UNITS - 48 DUP
 - BUILDINGS 9-10
 - NO GARAGE
 - 10 GARAGES / BUILDING - 30 GARAGES
 (1) CLUB HOUSE

SUBAREA ZONING REQUIREMENTS:
 ZONING: R-100
 COEFFICIENT CROSSING: 0.25
 LAND USE CATEGORY: RECREATIONAL FACILITIES, PARKS
 OPEN SPACE: 45%
 MINIMUM LOT AREA: 45,734 ACRES
 MINIMUM LOT COVERAGE: 70%
 MINIMUM LOT DEPTH: 70%
 MINIMUM LOT WIDTH: 70%
 MINIMUM LOT AREA: 45,734 ACRES
 MINIMUM LOT COVERAGE: 70%
 MINIMUM LOT DEPTH: 70%
 MINIMUM LOT WIDTH: 70%

LOT COVERAGE CALCULATIONS:
 TOTAL SITE AREA: 424,897.5 SF
 TOTAL GARAGE AREA: 4,500.0 SF
 TOTAL BUILDING AREA: 4,500.0 SF
 TOTAL PARKING AREA: 4,500.0 SF
 TOTAL OPEN SPACE: 424,897.5 SF
 TOTAL LOT COVERAGE: 424,897.5 SF

NOTES:
 ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 ALL CURB RAMP AND SIDEWALKS SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH THE 2010 ADA STANDARDS FOR ACCESSIBLE AND FEASIBLE PROGRAMS.
 CONTRACTOR SHALL VERIFY BUILDING FOOTPRINT WITH BUILDING PLANS PRIOR TO CONSTRUCTION AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.
 ALL BUILDING DIMENSIONS SHOWN HEREON ARE APPROXIMATE.



REVISIONS	DATE	DESCRIPTION

DELAWARE STRATFORD APARTMENTS LLC.
 499 POLARIS PARKWAY
 COLUMBUS, OHIO 43260
 PHONE: (614) 784-8115

COUGHLIN'S CROSSING APARTMENTS
 FINAL DEVELOPMENT PLAN
 CITY OF DELAWARE, DELAWARE COUNTY, OHIO
 UTILITY PLAN

EMHT
 ENGINEERING, ARCHITECTURE, INTERIORS & DESIGN
 11700 W. STATE ST. SUITE 100
 COLUMBUS, OHIO 43240
 PHONE: (614) 251-1100
 FAX: (614) 251-1101
 WWW.EMHT.COM

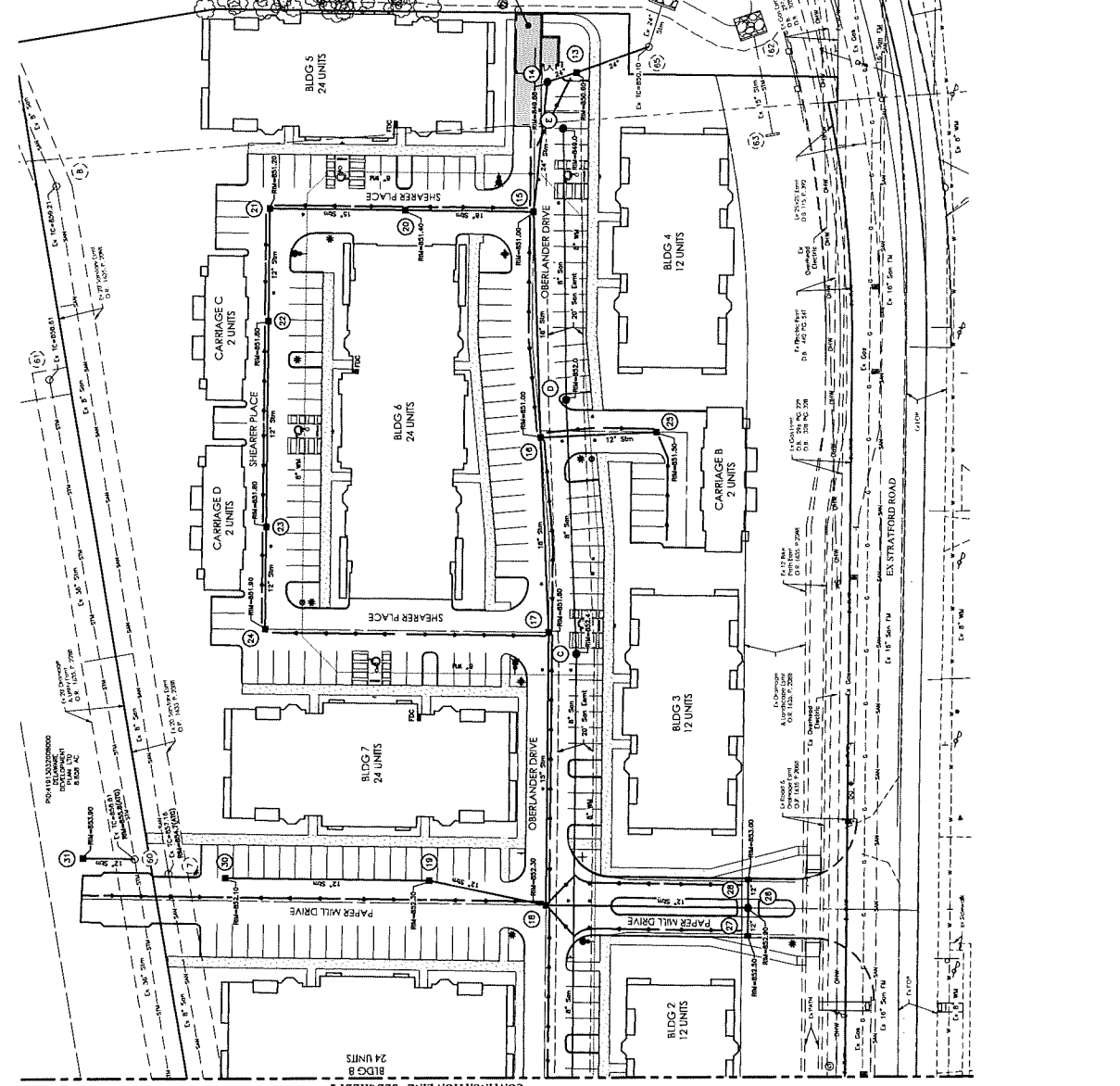
DATE: November 4, 2010
 SCALE: 1" = 80'
 JOB NO.: 2010040
 SHEET: 3/6

	4" Underdrain (See Detail Sheet 3)
	6" Sidewalk (Combined Drive & Walk) Where up
	12" Sidewalk (Combined Drive & Walk) Where up against curb
	Concrete Dumpster Pad (See Detail Sheet 3)
	Fire Department Connection
	Domestic Water Service
	Fire Water Service
	Mainline Siphon (18" (10' feet) from curb and 10' from building) to provide separation between any existing and proposed piping and structures and of proposed water mains.

	Proposed Storm Sewer
	Proposed Sanitary Sewer
	Proposed Watermain
	Existing Storm Sewer
	Existing Sanitary Sewer
	Existing Watermain

LEGEND

Proposed Storm Sewer
 Proposed Sanitary Sewer
 Proposed Watermain
 Existing Storm Sewer
 Existing Sanitary Sewer
 Existing Watermain



CONTINUATION LINE SEE SHEET 2

DELAWARE STRATFORD APARTMENTS LLC
 999 POLARIS PARKWAY
 COLLEGEVILLE, OHIO 45155
 PHONE: (614) 254-6145

COUGHLIN'S CROSSING APARTMENTS
 FINAL DEVELOPMENT PLAN
 CITY OF DELAWARE, DELAWARE COUNTY, OHIO
 GRADING PLAN

EMT
 ENGINEERING & ARCHITECTURE
 11105 W. CENTRAL EXPRESSWAY
 COLUMBUS, OHIO 43240
 PHONE: (614) 883-8800
 FAX: (614) 883-8801
 DATE: November 11, 2016
 PROJECT: 16-0813P
 DRAWING: 16-0813P-002
 SHEET: 9/5
 TOTAL SHEETS: 10

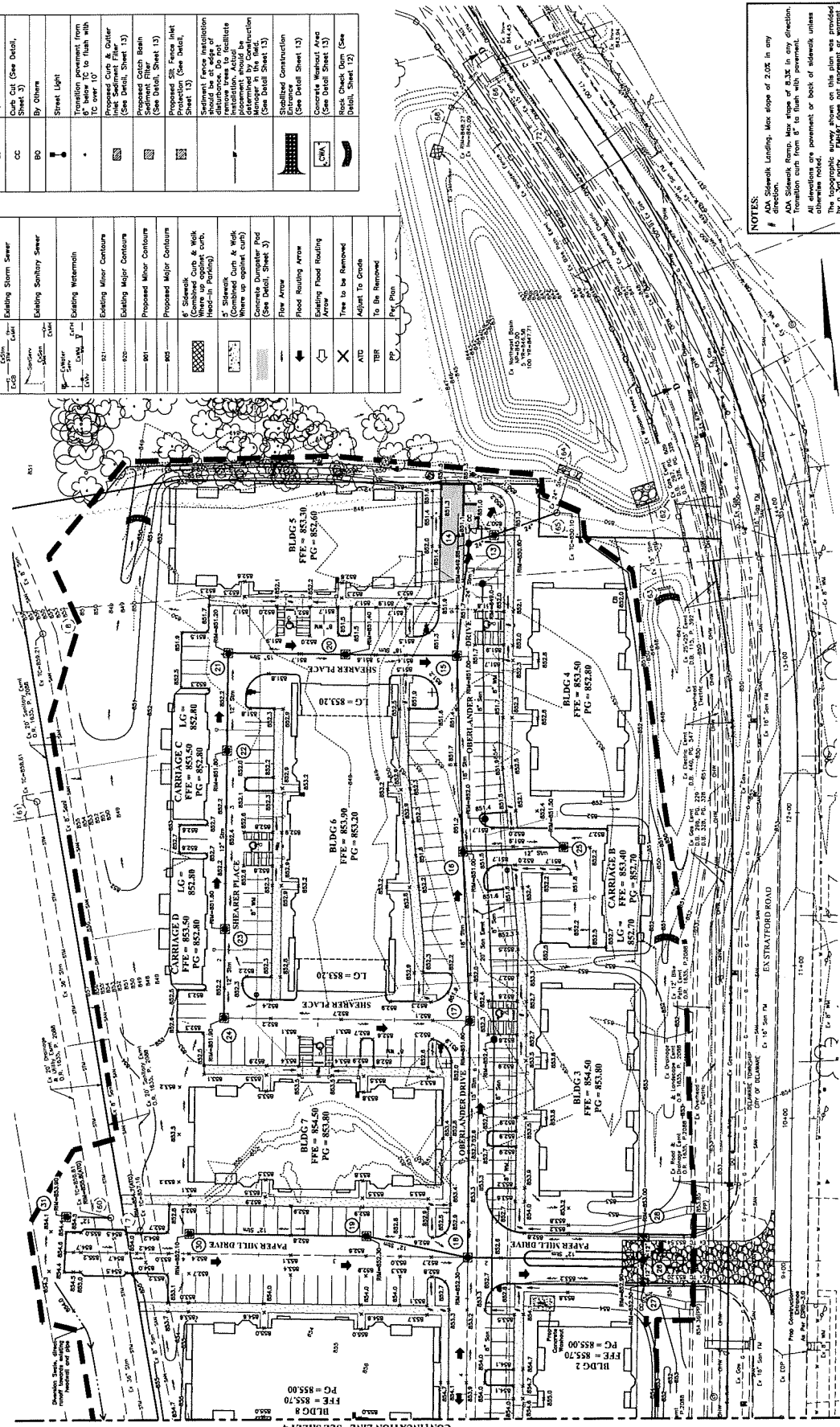
LEGEND

Symbol	Description
Proposed Storm Sewer	Proposed Storm Sewer
Existing Storm Sewer	Existing Storm Sewer
Existing Sanitary Sewer	Existing Sanitary Sewer
Existing Watermain	Existing Watermain
Existing Minor Contours	Existing Minor Contours
Existing Major Contours	Existing Major Contours
Proposed Minor Contours	Proposed Minor Contours
Proposed Major Contours	Proposed Major Contours
8' Sidewalk (Combined Curb & Walk)	8' Sidewalk (Combined Curb & Walk)
5' Sidewalk (Combined Curb & Walk)	5' Sidewalk (Combined Curb & Walk)
Concrete Dumpster Pad	Concrete Dumpster Pad
Flow Arrows	Flow Arrows
Flood Routing Arrows	Flood Routing Arrows
Sliding Flood Routing Arrows	Sliding Flood Routing Arrows
Trees to be Removed	Trees to be Removed
Adjust to Grade	Adjust to Grade
To Be Removed	To Be Removed
Prop Plan	Prop Plan

Units of Disturbance

EB	Exposed Block
CC	Curb Cut (See Detail, Sheet 2)
BO	By Others
•	Street Light
•	Invert elevation from top of manhole to finish with TC over 10'
•	Proposed Curb & Gutter (See Detail, Sheet 2)
•	Proposed Sidewalk (See Detail, Sheet 2)
•	Proposed 8" Fence (Inlet Protection) (See Detail, Sheet 13)
•	Proposed 5" Fence (Inlet Protection) (See Detail, Sheet 13)
•	Proposed 5" Concrete Sidewalk (See Detail, Sheet 13)
•	Proposed 5" Concrete Sidewalk (See Detail, Sheet 13)

NOTES:
 1. ADA Sidewalk Landings. Max slope of 2.0% in any direction.
 2. ADA Sidewalk Ramps. Max slope of 8.3% in any direction.
 3. Transition curb from 5" to finish with pavement.
 4. All elevations are pavement or back of sidewalk, unless otherwise indicated.
 5. The topographic survey shown on this plan was provided by a 3rd party. EMT does not warrant or represent the accuracy of the survey. EMT will be responsible for any field work to verify the survey data. EMT will not be held liable for any errors or omissions in the field work or the distance, initiation or any site work by the contractor. EMT will not be held liable for any errors or omissions in the existing conditions and topography.



CONTINUATION LINE SEE SHEET 4

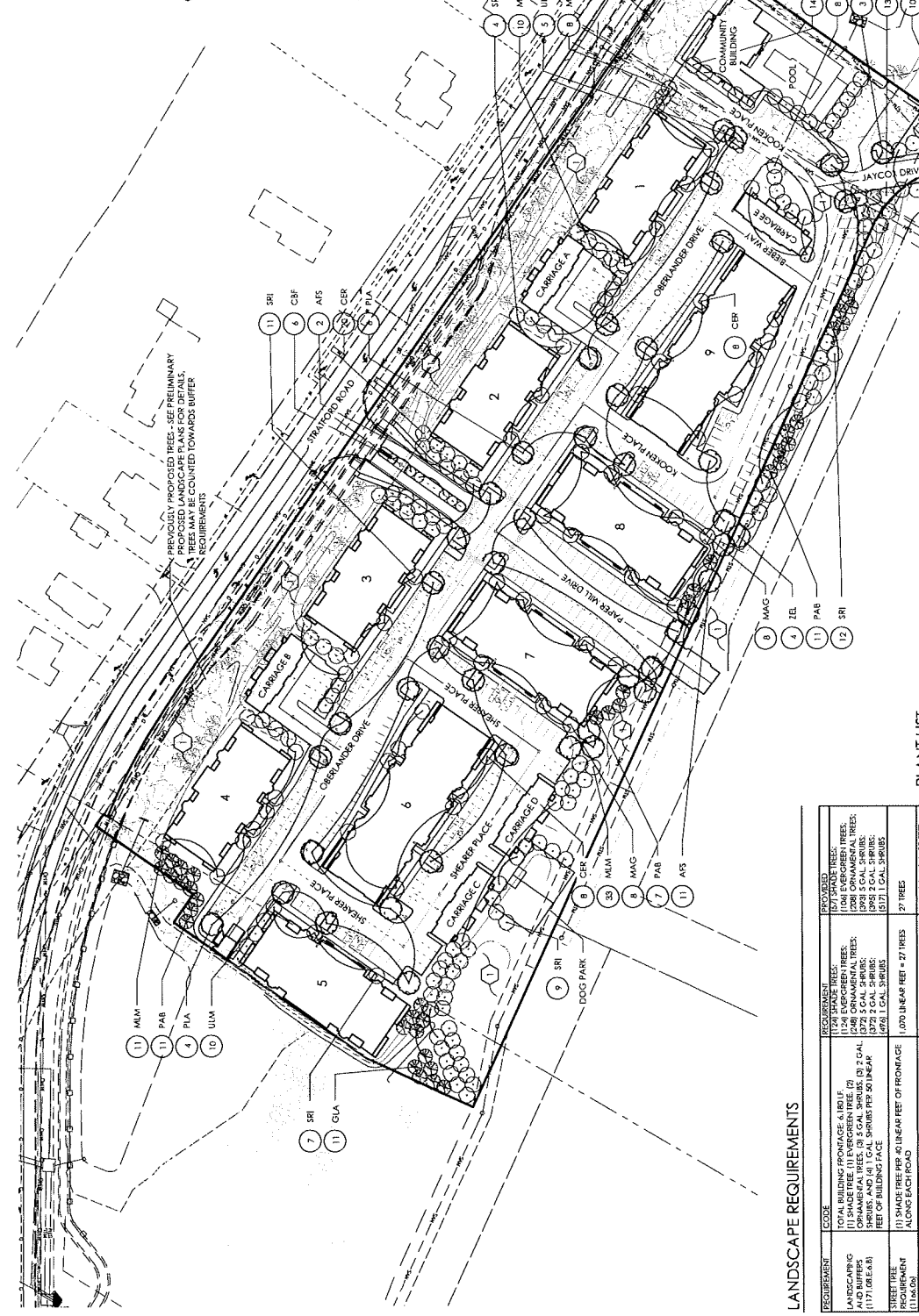
PLANT KEY TYPICALS
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

GENERAL PLANTING NOTES:

- ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
- ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF HURSEYMER STANDARDS.

CONSTRUCTION NOTES:

- LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.



PLANT LIST
CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN

DTX	TRF	BOTANICAL NAME	SIZE	COMMON NAME	REMARKS
12	AS	ACER PLATANIFOLIUM	24" CAL.	RED BARK	
13	AS	ACER FRAXINIFOLIUM	24" CAL.	RED BARK	
14	AS	ACER SACCABINUM	24" CAL.	RED BARK	
15	AS	ACER RUBRUM	24" CAL.	RED BARK	
16	AS	ACER GLABRUM	24" CAL.	RED BARK	
17	AS	ACER NEGUNDO	24" CAL.	RED BARK	
18	AS	ACER RUBICUNDUM	24" CAL.	RED BARK	
19	AS	ACER VITIFOLIUM	24" CAL.	RED BARK	
20	AS	ACER PLEURANTHUM	24" CAL.	RED BARK	
21	AS	ACER LACINIAE	24" CAL.	RED BARK	
22	AS	ACER INCANUM	24" CAL.	RED BARK	
23	AS	ACER OPULIFOLIUM	24" CAL.	RED BARK	
24	AS	ACER NEGUNDO	24" CAL.	RED BARK	
25	AS	ACER RUBRUM	24" CAL.	RED BARK	
26	AS	ACER GLABRUM	24" CAL.	RED BARK	
27	AS	ACER NEGUNDO	24" CAL.	RED BARK	
28	AS	ACER RUBRUM	24" CAL.	RED BARK	
29	AS	ACER GLABRUM	24" CAL.	RED BARK	
30	AS	ACER NEGUNDO	24" CAL.	RED BARK	
31	AS	ACER RUBRUM	24" CAL.	RED BARK	
32	AS	ACER GLABRUM	24" CAL.	RED BARK	
33	AS	ACER NEGUNDO	24" CAL.	RED BARK	
34	AS	ACER RUBRUM	24" CAL.	RED BARK	
35	AS	ACER GLABRUM	24" CAL.	RED BARK	
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42	AS	ACER NEGUNDO	24" CAL.	RED BARK	
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72	AS	ACER NEGUNDO	24" CAL.	RED BARK	
73	AS	ACER RUBRUM	24" CAL.	RED BARK	
74	AS	ACER GLABRUM	24" CAL.	RED BARK	
75	AS	ACER NEGUNDO	24" CAL.	RED BARK	
76	AS	ACER RUBRUM	24" CAL.	RED BARK	
77	AS	ACER GLABRUM	24" CAL.	RED BARK	
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97	AS	ACER RUBRUM	24" CAL.	RED BARK	
98	AS	ACER GLABRUM	24" CAL.	RED BARK	
99	AS	ACER NEGUNDO	24" CAL.	RED BARK	
100	AS	ACER RUBRUM	24" CAL.	RED BARK	

LANDSCAPE REQUIREMENTS

REQUIREMENT	CODE	REQUIREMENTS	PROVIDED
TOTAL BUILDING FRONTAGE 6,180 FT	(1) 14" SHADE TREES	1,000 LINEAR FEET OF FRONTAGE	27 TREES
LANDSCAPING AND BUFFERS (171,000 S.F.)	(1) SHADE TREES (1) EVERGREEN TREE (2) ORNAMENTAL TREES (3) 5 GAL SHRUBS (2) 2 CAL SHRUBS (2) 1 CAL SHRUBS (2) 1 CAL SHRUBS	1,000 LINEAR FEET OF FRONTAGE (SRI) = 4,500 SQUARE FEET (16,500)	35 TREES
STREET TREE REQUIREMENT	(1) 14" SHADE TREES	1,000 LINEAR FEET OF FRONTAGE	27 TREES
LANDSCAPING OF PARKING LOTS	(1) 14" SHADE TREES (1) EVERGREEN TREE (2) ORNAMENTAL TREES (3) 5 GAL SHRUBS (2) 2 CAL SHRUBS (2) 1 CAL SHRUBS	1,000 LINEAR FEET OF FRONTAGE (SRI) = 4,500 SQUARE FEET (16,500)	35 TREES
LANDSCAPING OF PARKING LOTS (118,000 S.F.)	(1) 14" SHADE TREES (1) EVERGREEN TREE (2) ORNAMENTAL TREES (3) 5 GAL SHRUBS (2) 2 CAL SHRUBS (2) 1 CAL SHRUBS	1,000 LINEAR FEET OF FRONTAGE (SRI) = 4,500 SQUARE FEET (16,500)	35 TREES
LANDSCAPING OF PUBLIC STREETS	(1) 14" SHADE TREES (1) EVERGREEN TREE (2) ORNAMENTAL TREES (3) 5 GAL SHRUBS (2) 2 CAL SHRUBS (2) 1 CAL SHRUBS	1,000 LINEAR FEET OF FRONTAGE (SRI) = 4,500 SQUARE FEET (16,500)	35 TREES
LANDSCAPING OF TRASH RECEPTACLES	(1) 14" SHADE TREES (1) EVERGREEN TREE (2) ORNAMENTAL TREES (3) 5 GAL SHRUBS (2) 2 CAL SHRUBS (2) 1 CAL SHRUBS	1,000 LINEAR FEET OF FRONTAGE (SRI) = 4,500 SQUARE FEET (16,500)	35 TREES
LANDSCAPING OF TRASH RECEPTACLES	(1) 14" SHADE TREES (1) EVERGREEN TREE (2) ORNAMENTAL TREES (3) 5 GAL SHRUBS (2) 2 CAL SHRUBS (2) 1 CAL SHRUBS	1,000 LINEAR FEET OF FRONTAGE (SRI) = 4,500 SQUARE FEET (16,500)	35 TREES



REVISIONS

BUILDINGS 1, 2, 8 & 9
ENLARGEMENT
PLANS

COUGHLIN'S CROSSING
APARTMENTS
DELAWARE STRAITFORD APARTMENTS LLC
595 POLKERS BRANWYN
COLUMBUS, OHIO 43230
PHONE: 614-755-0015

Faris Planning & Design
LANDSCAPE ARCHITECTURE
Suite 401
2415 15th Street
Lafayette, LA 70504
P (601) 451-1744
www.farisplanning.com

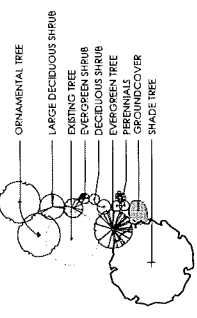
DATE	11/14/20
PROJECT	XXXX
SHEET	

L103

GENERAL PLANTING NOTES:

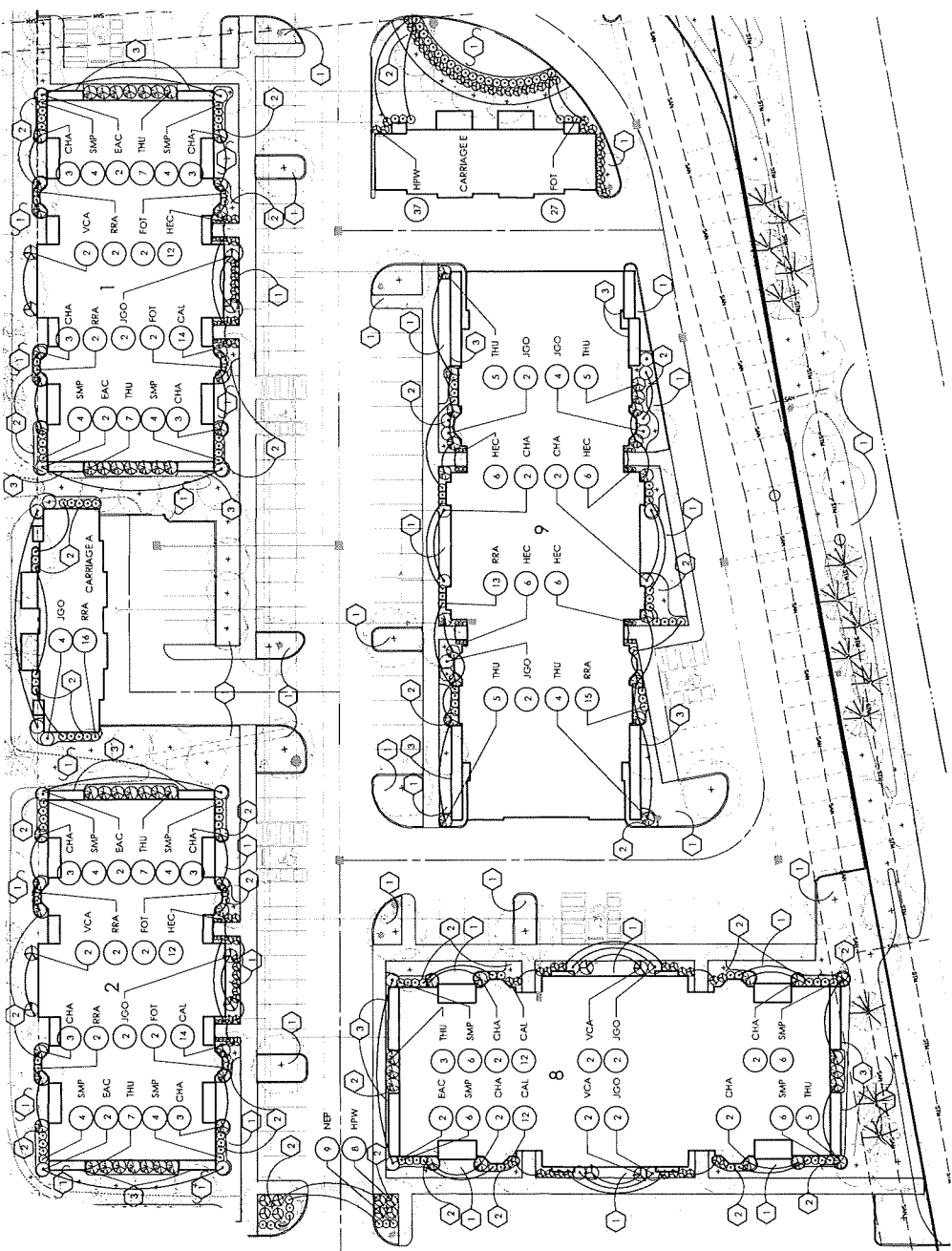
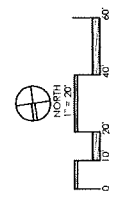
1. ALL PLANTS SHALL BE OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMANS STANDARDS.
3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. PLANTING BEDS SHALL HAVE A MINIMUM 3" DEEP SHREDED HARDWOOD BARK MULCH, MULCH HEDGES IN A CONTINUOUS BED.
5. ALL PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12".
6. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUIV.
7. SOODING / SEEDING BY LANDSCAPE CONTRACTOR.
8. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
9. ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE RESTORED, FINE GRADED AND SEEDED / SOODED.
10. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.

PLANT KEY TYPICALS
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



CONSTRUCTION NOTES:

1. LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACE.
2. LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACE.
3. A/C CONDENSER SCREENING FENCE--SEE SHEET L107, DETAIL 1



SHEET L103 - PLANT LIST

OWNER: DELAWARE STRAITFORD APARTMENTS LLC

SYM	COMMON NAME	SIZE	EQS	REMARKS
34	CHA - CHAMAECYPARISS TERRESTRIS	5 GAL	COFH	
35	COFH - COEYBOLDIA FRUTICOSA	5 GAL	COFH	
36	HPW - HEDERA HELIX	5 GAL	COFH	
37	HPW - HEDERA HELIX	5 GAL	COFH	
38	HPW - HEDERA HELIX	5 GAL	COFH	
39	HPW - HEDERA HELIX	5 GAL	COFH	
40	HPW - HEDERA HELIX	5 GAL	COFH	
41	HPW - HEDERA HELIX	5 GAL	COFH	
42	HPW - HEDERA HELIX	5 GAL	COFH	
43	HPW - HEDERA HELIX	5 GAL	COFH	
44	HPW - HEDERA HELIX	5 GAL	COFH	
45	HPW - HEDERA HELIX	5 GAL	COFH	
46	HPW - HEDERA HELIX	5 GAL	COFH	
47	HPW - HEDERA HELIX	5 GAL	COFH	
48	HPW - HEDERA HELIX	5 GAL	COFH	
49	HPW - HEDERA HELIX	5 GAL	COFH	
50	HPW - HEDERA HELIX	5 GAL	COFH	
51	HPW - HEDERA HELIX	5 GAL	COFH	
52	HPW - HEDERA HELIX	5 GAL	COFH	
53	HPW - HEDERA HELIX	5 GAL	COFH	
54	HPW - HEDERA HELIX	5 GAL	COFH	
55	HPW - HEDERA HELIX	5 GAL	COFH	
56	HPW - HEDERA HELIX	5 GAL	COFH	
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63	HPW - HEDERA HELIX	5 GAL	COFH	
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74	HPW - HEDERA HELIX	5 GAL	COFH	
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76	HPW - HEDERA HELIX	5 GAL	COFH	
77	HPW - HEDERA HELIX	5 GAL	COFH	
78	HPW - HEDERA HELIX	5 GAL	COFH	
79	HPW - HEDERA HELIX	5 GAL	COFH	
80	HPW - HEDERA HELIX	5 GAL	COFH	
81	HPW - HEDERA HELIX	5 GAL	COFH	
82	HPW - HEDERA HELIX	5 GAL	COFH	
83	HPW - HEDERA HELIX	5 GAL	COFH	
84	HPW - HEDERA HELIX	5 GAL	COFH	
85	HPW - HEDERA HELIX	5 GAL	COFH	
86	HPW - HEDERA HELIX	5 GAL	COFH	
87	HPW - HEDERA HELIX	5 GAL	COFH	
88	HPW - HEDERA HELIX	5 GAL	COFH	
89	HPW - HEDERA HELIX	5 GAL	COFH	
90	HPW - HEDERA HELIX	5 GAL	COFH	
91	HPW - HEDERA HELIX	5 GAL	COFH	
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93	HPW - HEDERA HELIX	5 GAL	COFH	
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98	HPW - HEDERA HELIX	5 GAL	COFH	
99	HPW - HEDERA HELIX	5 GAL	COFH	
100	HPW - HEDERA HELIX	5 GAL	COFH	

AREAS TO BE INSTALLED BY OWNER, NOT IN FINAL LANDSCAPE COSTS.
CONTRACTOR RESPONSIBLE FOR ALL PLANTINGS SHOWN ON PLANS.

REVISIONS

POOL AND ENTRANCE LANDSCAPE PLANS

COUGHLIN'S CROSSING APARTMENTS
 DELAWARE STRATFORD APARTMENTS LLC
 295 RUCKELSBURG WAY
 COLLETSVILLE, OH 43020
 PHONE: 614-285-0015

Faris Planning & Design
 LANDSCAPE ARCHITECTURE
 10000 W. 13TH ST. SUITE 101
 P.O. BOX 27194
 DALLAS, TEXAS 75227

DATE	11/14/20
PROJECT	XXXXX
SHEET	

L105

GENERAL PLANTING NOTES:

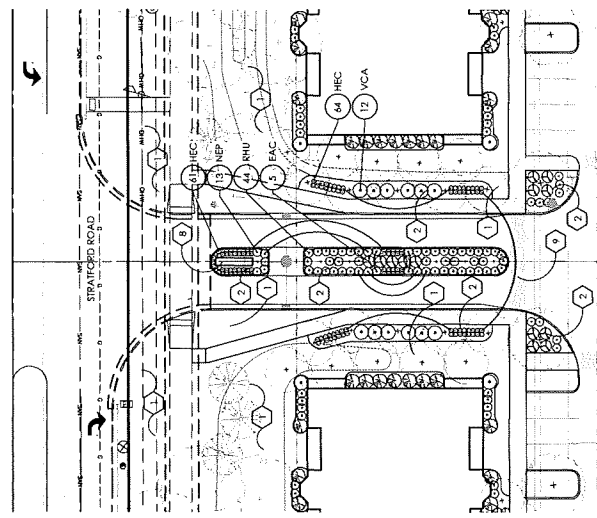
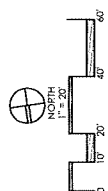
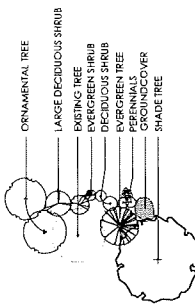
1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. PLANTING BEDS SHALL HAVE A MINIMUM 3" DEEP SHREDDED HARDWOOD BARK MULCH, WHICH HELDES IN A CONTINUOUS BED.
5. ALL PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12".
6. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUAL.
7. SODDING / SEEDING BY LANDSCAPE CONTRACTOR.
8. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR AS A RESULT OF SUCH VERIFICATION. THE CONTRACTOR SHALL LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
9. ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE RESTORED, FINE GRADED AND SEED/EDY SODDED.
10. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.

CONSTRUCTION NOTES:

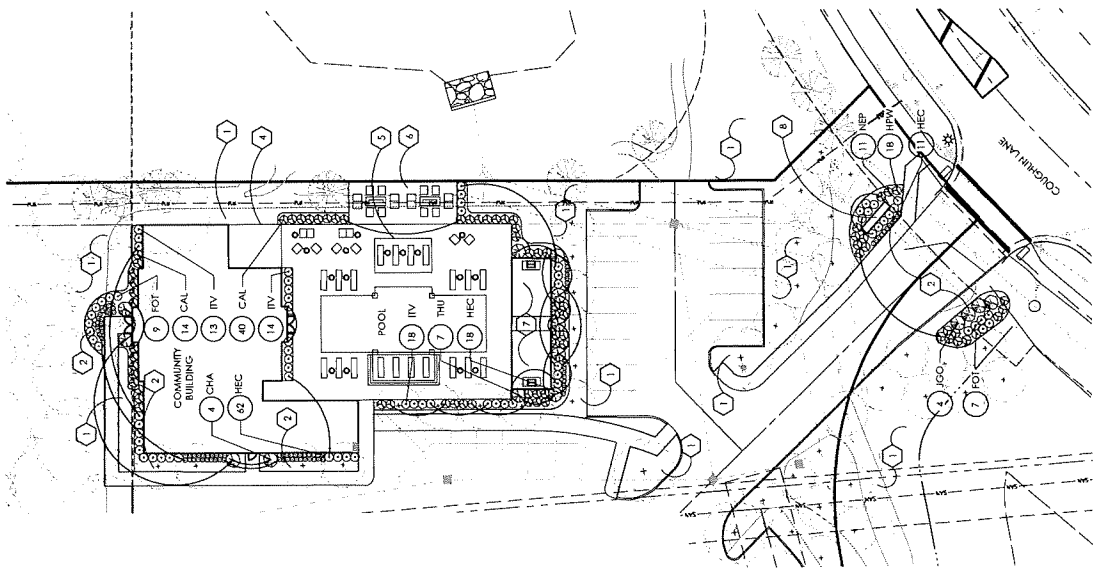
1. LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
2. LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
3. POOL FENCE, SEE DETAIL 2, SHEET 107
4. BLACK POWDER COATED METAL FROGLIA
5. OBSERVATION DECK WITH GLASS RAILING
6. SHED STYLE PORCH COVERING GRILL AND BAR AREA
7. ENTRY SIGN, SEE DETAIL 5, SHEET 1107
8. BRICK PAVERS, SEE DETAILS 3 & 4, SHEET 1107

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



2 STRATFORD ENTRANCE ENLARGEMENT
 SCALE: 1"=20'



1 COUGHLIN LANE ENTRANCE AND POOL ENLARGEMENT
 SCALE: 1"=20'

SHEET L105 - PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON THIS PLAN)

SHRUB/TREE	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	REMARKS
1	QUERCUS	WHITE OAK	12"	1	CON
2	QUERCUS	WHITE OAK	12"	1	CON
3	QUERCUS	WHITE OAK	12"	1	CON
4	QUERCUS	WHITE OAK	12"	1	CON
5	QUERCUS	WHITE OAK	12"	1	CON
6	QUERCUS	WHITE OAK	12"	1	CON
7	QUERCUS	WHITE OAK	12"	1	CON
8	QUERCUS	WHITE OAK	12"	1	CON
9	QUERCUS	WHITE OAK	12"	1	CON
10	QUERCUS	WHITE OAK	12"	1	CON
11	QUERCUS	WHITE OAK	12"	1	CON
12	QUERCUS	WHITE OAK	12"	1	CON
13	QUERCUS	WHITE OAK	12"	1	CON
14	QUERCUS	WHITE OAK	12"	1	CON
15	QUERCUS	WHITE OAK	12"	1	CON
16	QUERCUS	WHITE OAK	12"	1	CON
17	QUERCUS	WHITE OAK	12"	1	CON
18	QUERCUS	WHITE OAK	12"	1	CON
19	QUERCUS	WHITE OAK	12"	1	CON
20	QUERCUS	WHITE OAK	12"	1	CON
21	QUERCUS	WHITE OAK	12"	1	CON
22	QUERCUS	WHITE OAK	12"	1	CON
23	QUERCUS	WHITE OAK	12"	1	CON
24	QUERCUS	WHITE OAK	12"	1	CON
25	QUERCUS	WHITE OAK	12"	1	CON
26	QUERCUS	WHITE OAK	12"	1	CON
27	QUERCUS	WHITE OAK	12"	1	CON
28	QUERCUS	WHITE OAK	12"	1	CON
29	QUERCUS	WHITE OAK	12"	1	CON
30	QUERCUS	WHITE OAK	12"	1	CON
31	QUERCUS	WHITE OAK	12"	1	CON
32	QUERCUS	WHITE OAK	12"	1	CON
33	QUERCUS	WHITE OAK	12"	1	CON
34	QUERCUS	WHITE OAK	12"	1	CON
35	QUERCUS	WHITE OAK	12"	1	CON
36	QUERCUS	WHITE OAK	12"	1	CON
37	QUERCUS	WHITE OAK	12"	1	CON
38	QUERCUS	WHITE OAK	12"	1	CON
39	QUERCUS	WHITE OAK	12"	1	CON
40	QUERCUS	WHITE OAK	12"	1	CON
41	QUERCUS	WHITE OAK	12"	1	CON
42	QUERCUS	WHITE OAK	12"	1	CON
43	QUERCUS	WHITE OAK	12"	1	CON
44	QUERCUS	WHITE OAK	12"	1	CON
45	QUERCUS	WHITE OAK	12"	1	CON
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47	QUERCUS	WHITE OAK	12"	1	CON
48	QUERCUS	WHITE OAK	12"	1	CON
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51	QUERCUS	WHITE OAK	12"	1	CON
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53	QUERCUS	WHITE OAK	12"	1	CON
54	QUERCUS	WHITE OAK	12"	1	CON
55	QUERCUS	WHITE OAK	12"	1	CON
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57	QUERCUS	WHITE OAK	12"	1	CON
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97	QUERCUS	WHITE OAK	12"	1	CON
98	QUERCUS	WHITE OAK	12"	1	CON
99	QUERCUS	WHITE OAK	12"	1	CON
100	QUERCUS	WHITE OAK	12"	1	CON

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON THIS PLAN)

GENERAL LAYOUT NOTES

- BOUNDARY, TOPOGRAPHIC, AND UTILITY SURVEY WAS CONDUCTED BY CIVIL DESIGN, 422 RECORDER RD., GAHANNA, OH 43123.
- ALL DIMENSIONS ARE TAKEN TO FACE OF CURB OF BUILDING UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL LAYOUT AND ADJUST AS REQUIRED FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY DIMENSIONS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- BROOM FINISH ON CONCRETE SHALL BE PERPENDICULAR TO TRAFFIC FLOW.
- USE DIMENSIONAL INFORMATION GIVEN. DO NOT SCALE DRAWINGS.
- CONTRACTOR SHALL ASK QUESTIONS ON MATERIALS, FINISHES, LACKS, AND/OR PERFORMANCE STANDARDS NOT SPECIFIED HEREIN TO THE LANDSCAPE ARCHITECT.
- THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Unit Address Plaques

1020	8395	8355	8365	890
300-312	300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312	300-312

Building Address Plaques

999	995	8399	8325
300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312

Unit Address Plaques

1	2	3	4	5	6	7	8	9
990	999	8355	8395	1020	8399	8365	8325	995
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312

Building Address Plaques

1	2	3	4	5	6	7	8	9
990	999	8355	8395	1020	8399	8365	8325	995
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312
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Unit Address Plaques

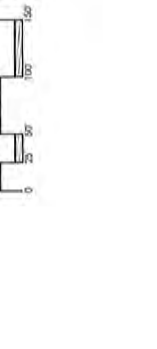
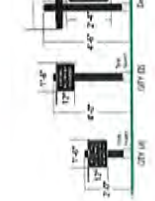
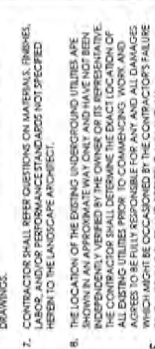
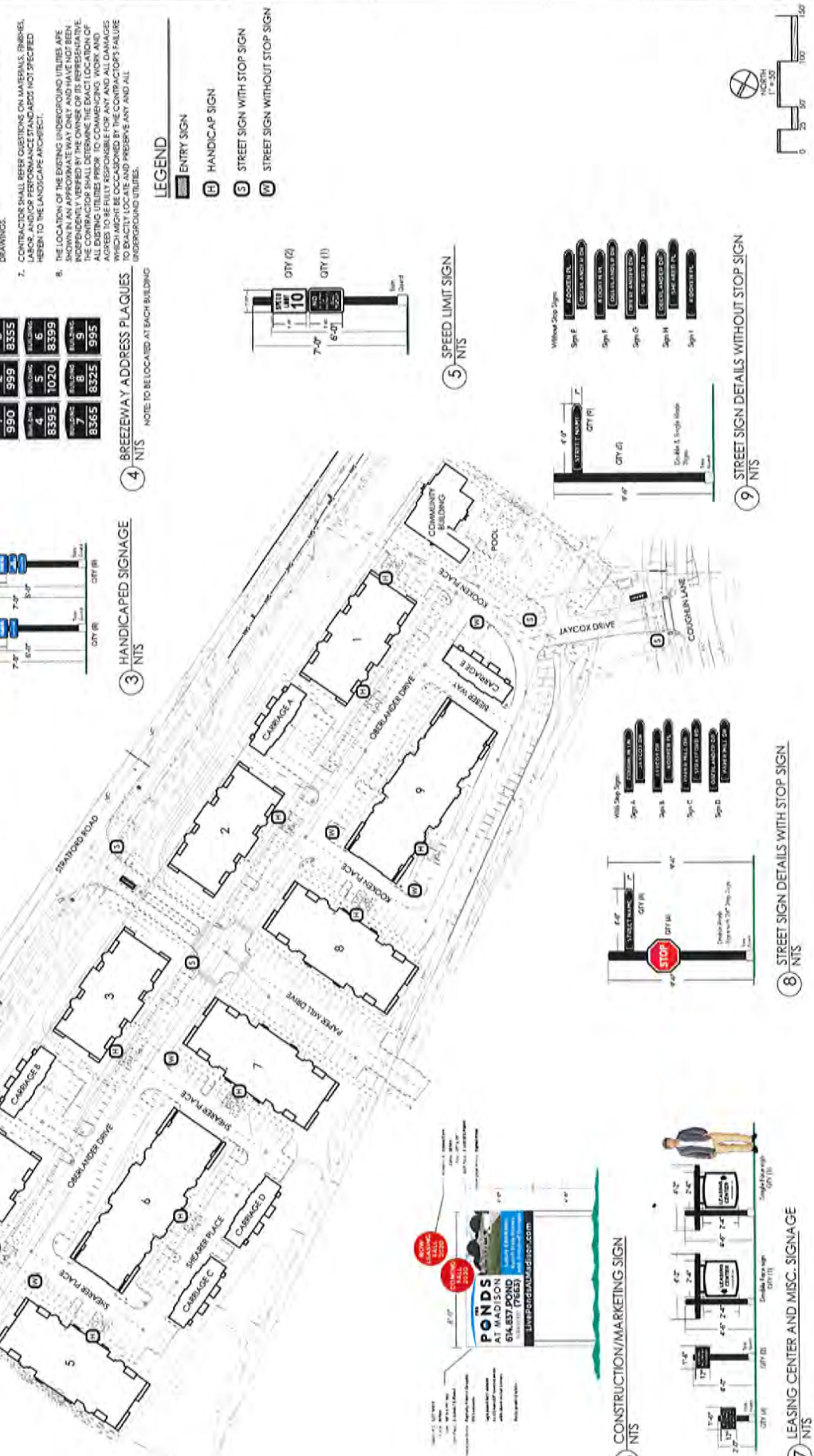
1	2	3	4	5	6	7	8	9
990	999	8355	8395	1020	8399	8365	8325	995
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312

Building Address Plaques

1	2	3	4	5	6	7	8	9
990	999	8355	8395	1020	8399	8365	8325	995
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312

Unit Address Plaques

1	2	3	4	5	6	7	8	9
990	999	8355	8395	1020	8399	8365	8325	995
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312
300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312	300-312



REVISIONS	

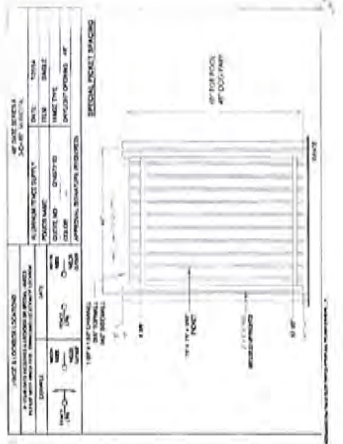
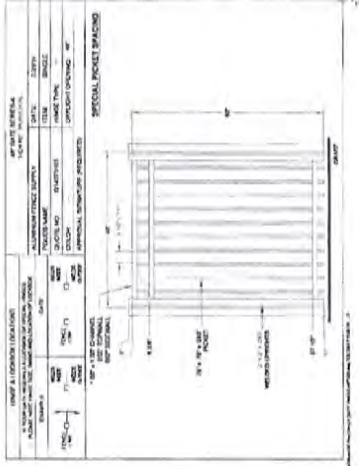
SITE DETAILS 1

COUGHLIN'S CROSSING APARTMENTS
 DELAWARE STRATFORD APARTMENTS LLC
 992 PARKWAY
 COLUMBIA, MD 21046
 PHONE 410-955-0015

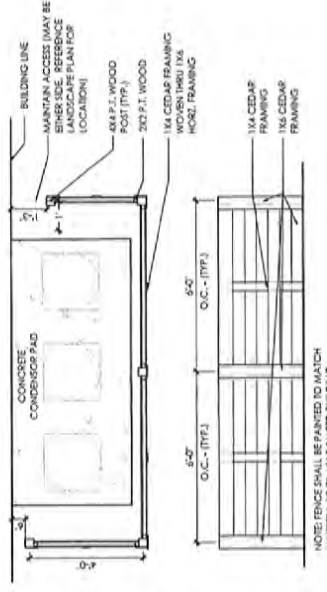
Fatis Planning & Design
 LANDSCAPE ARCHITECTURE
 1011 N. MARKET ST.
 SUITE 401
 COLUMBIA, MD 21046
 WWW.FATISPLANNING.COM

DATE	11/14/20
PROJECT	XXXXX
SHEET	

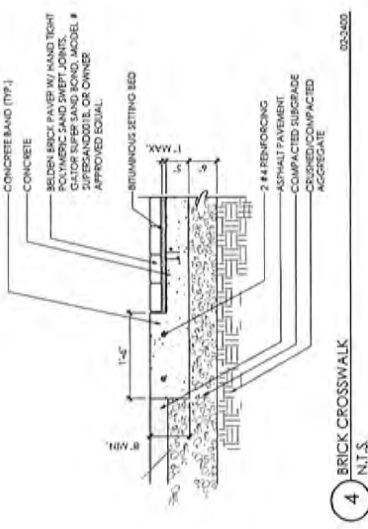
L107



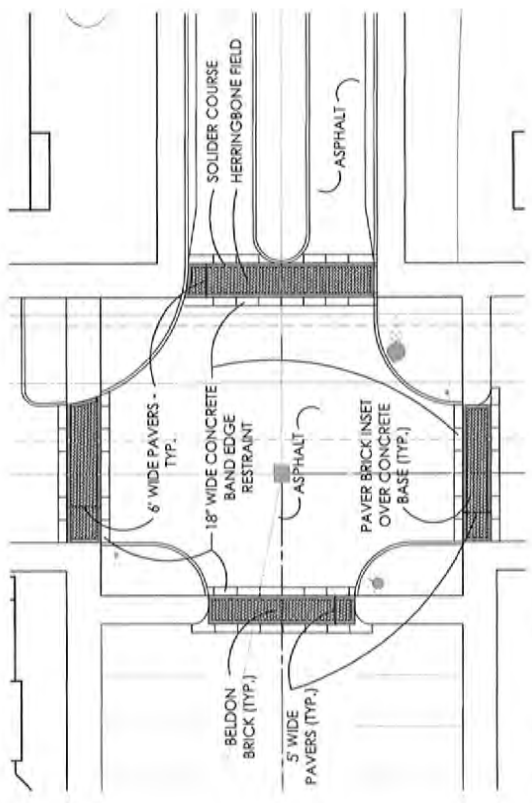
2 POOL/DOG PARK FENCE AND GATE DETAIL
 SCALE: N.T.S.



1 A/C CONDENSOR SCREENING FENCE
 N.T.S.



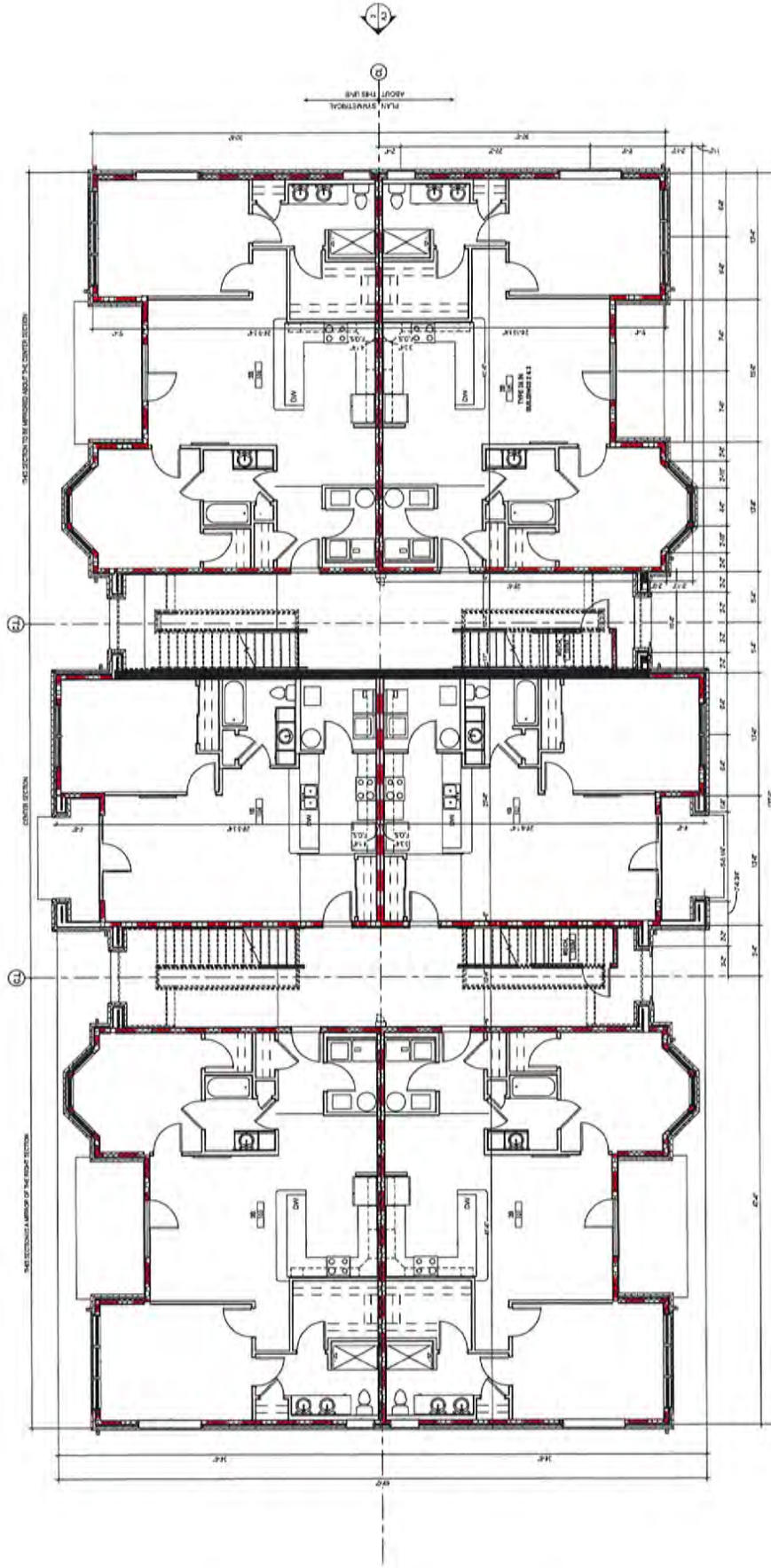
4 BRICK CROSSWALK
 N.T.S.



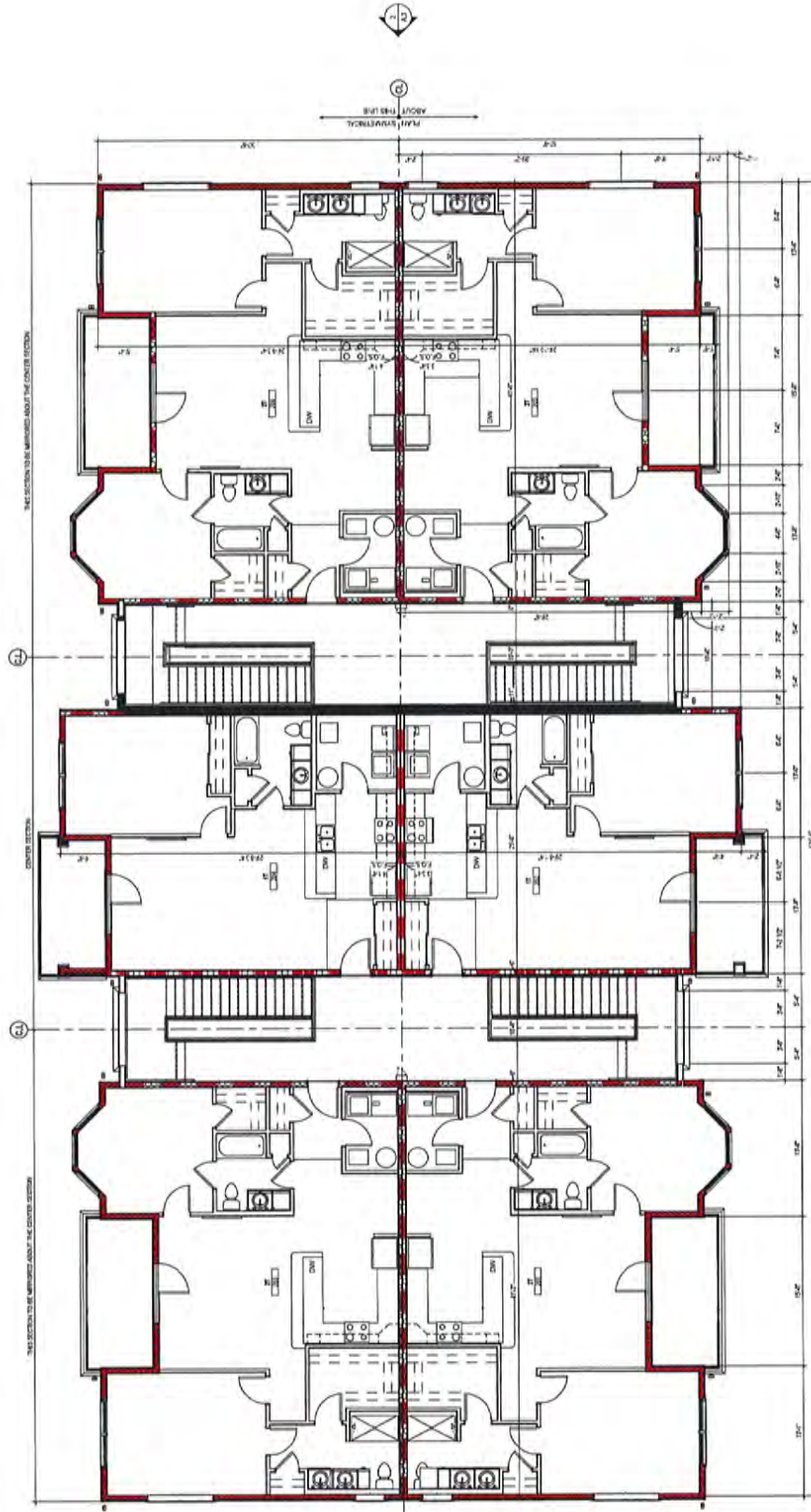
3 BRICK PAVER DETAIL
 SCALE: 1"=1'-0"

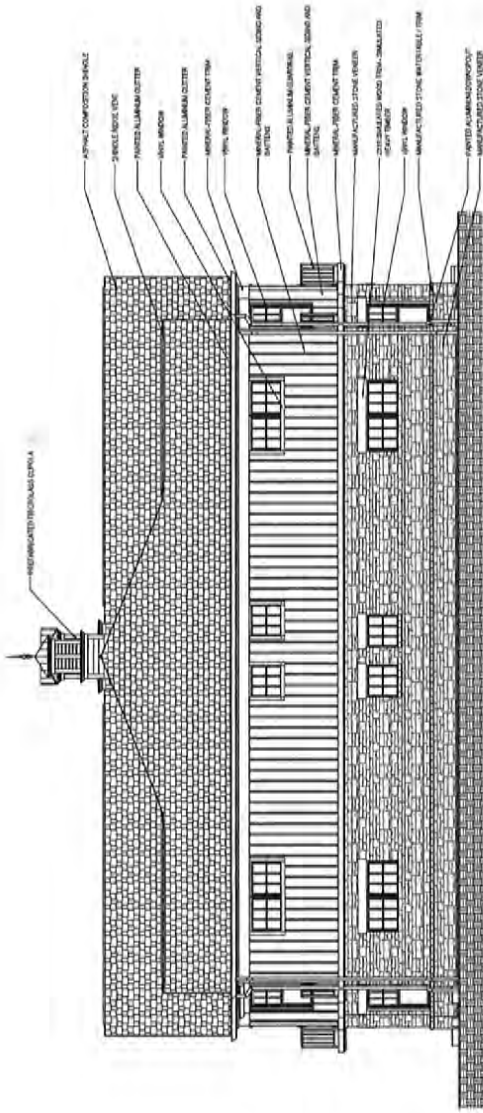


5 ENTRY SIGNAGE DETAIL
 SCALE: N.T.S.

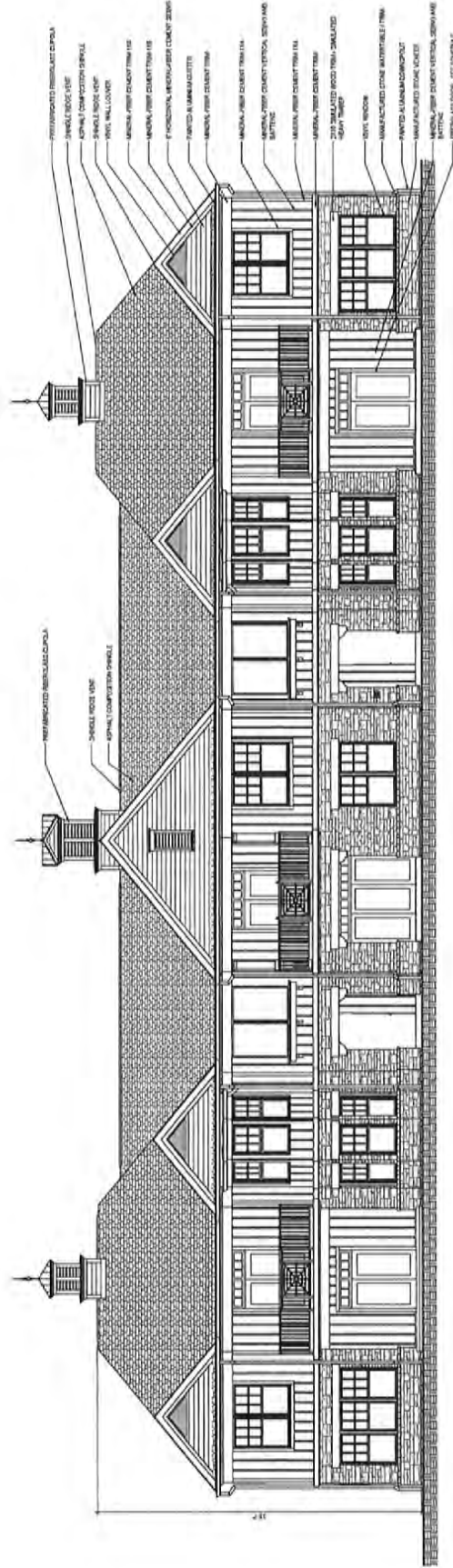


1 PLAN - FIRST FLOOR
3/16" = 1' = 0"





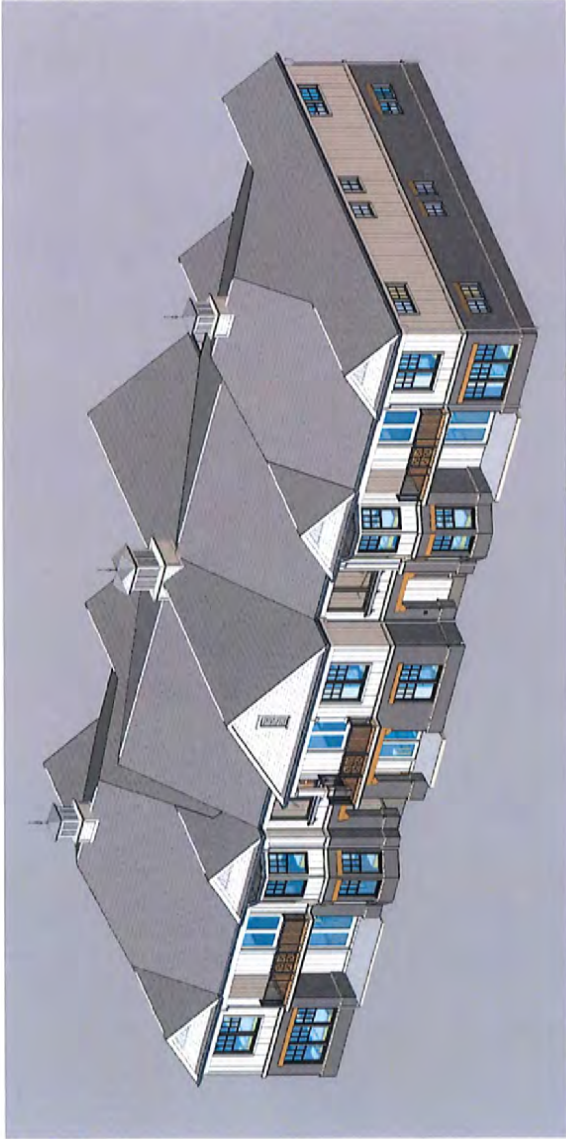
2 LEFT AND RIGHT SIDES
3/16" = 1'-0"



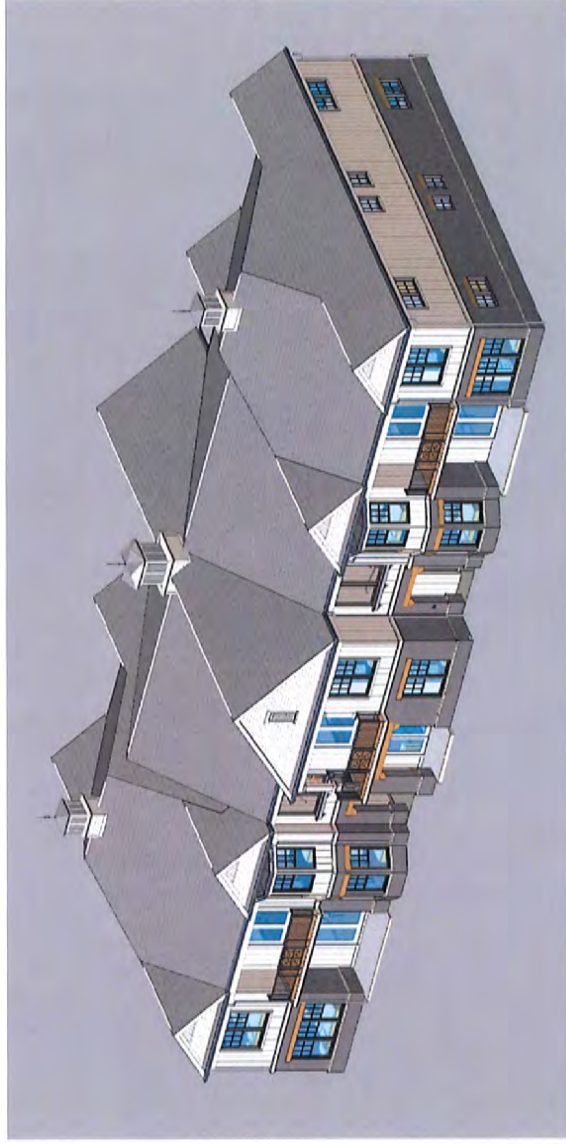
1 ELEVATION FRONT AND REAR
3/16" = 1'-0"

COUGHLIN'S CROSSING APARTMENTS - 2 STORY BUILDING

A.3 ELEVATIONS

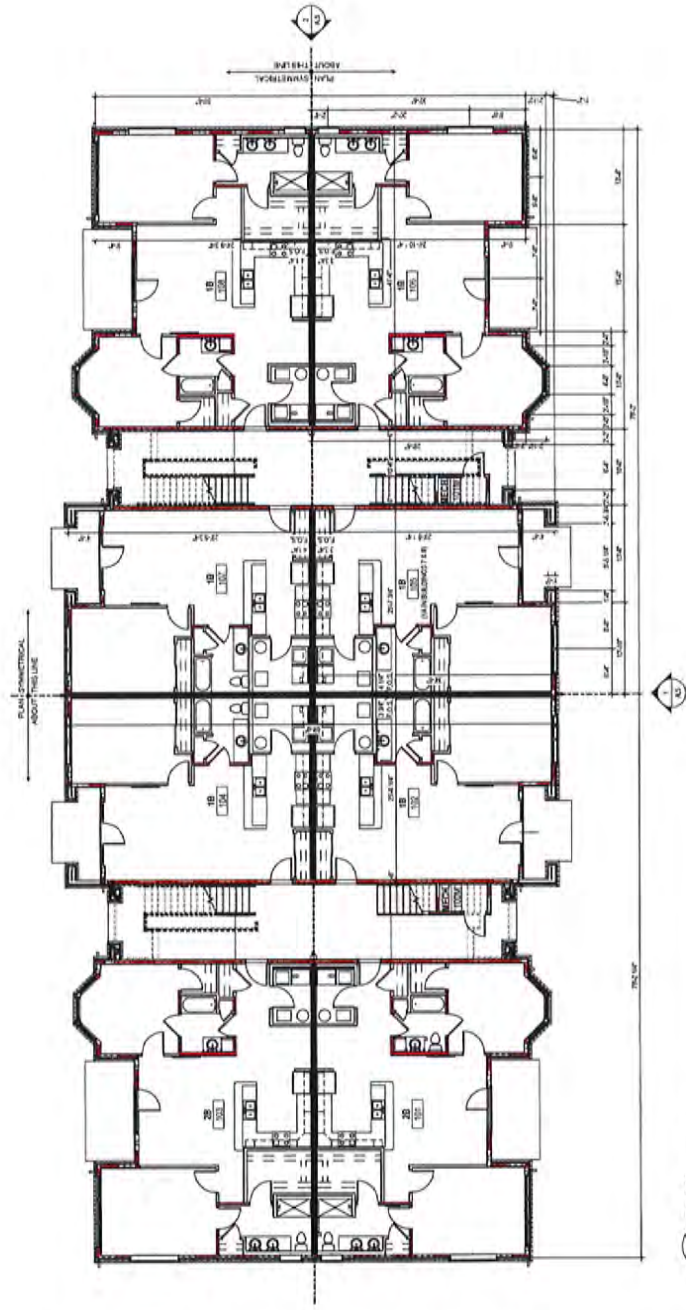


2 AXONOMETRIC VIEW 2

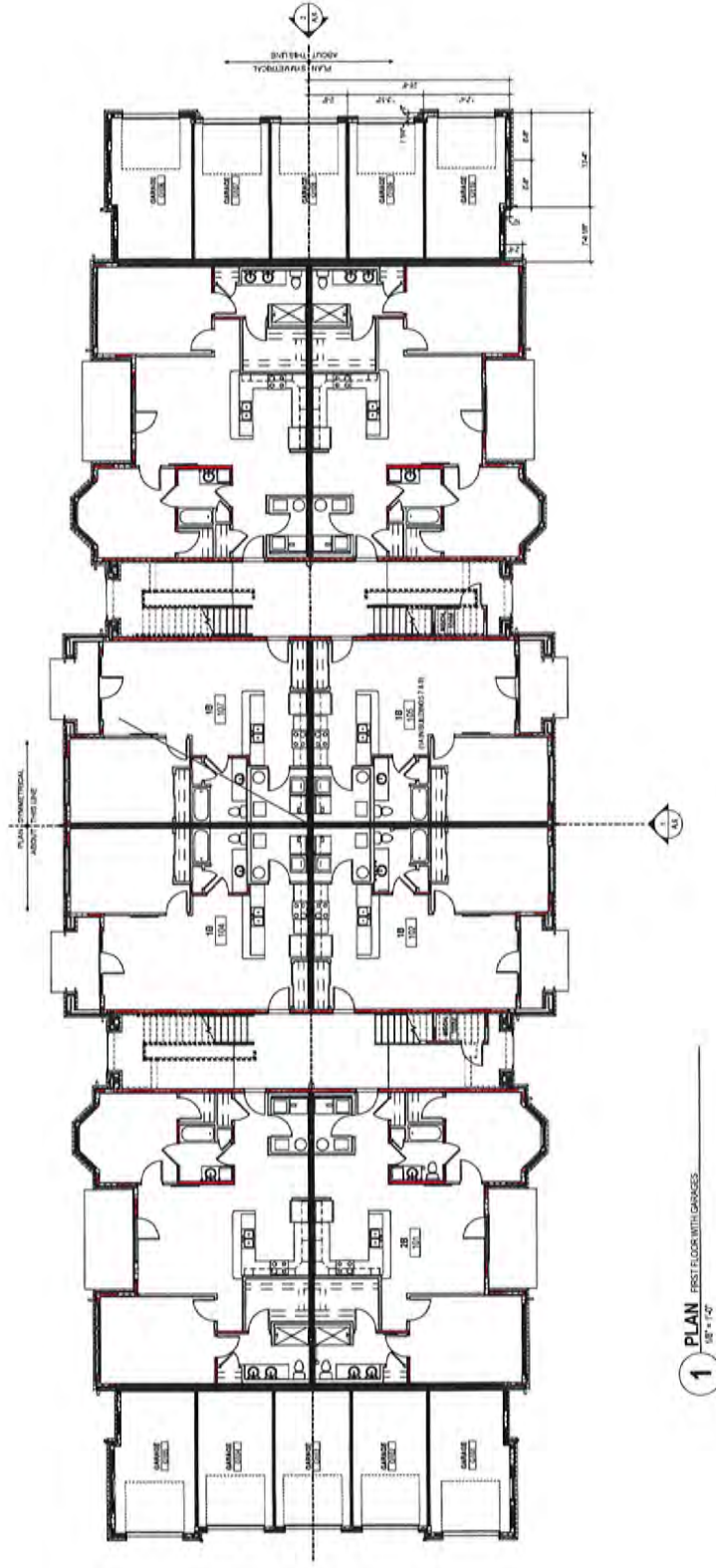


1 AXONOMETRIC VIEW 1

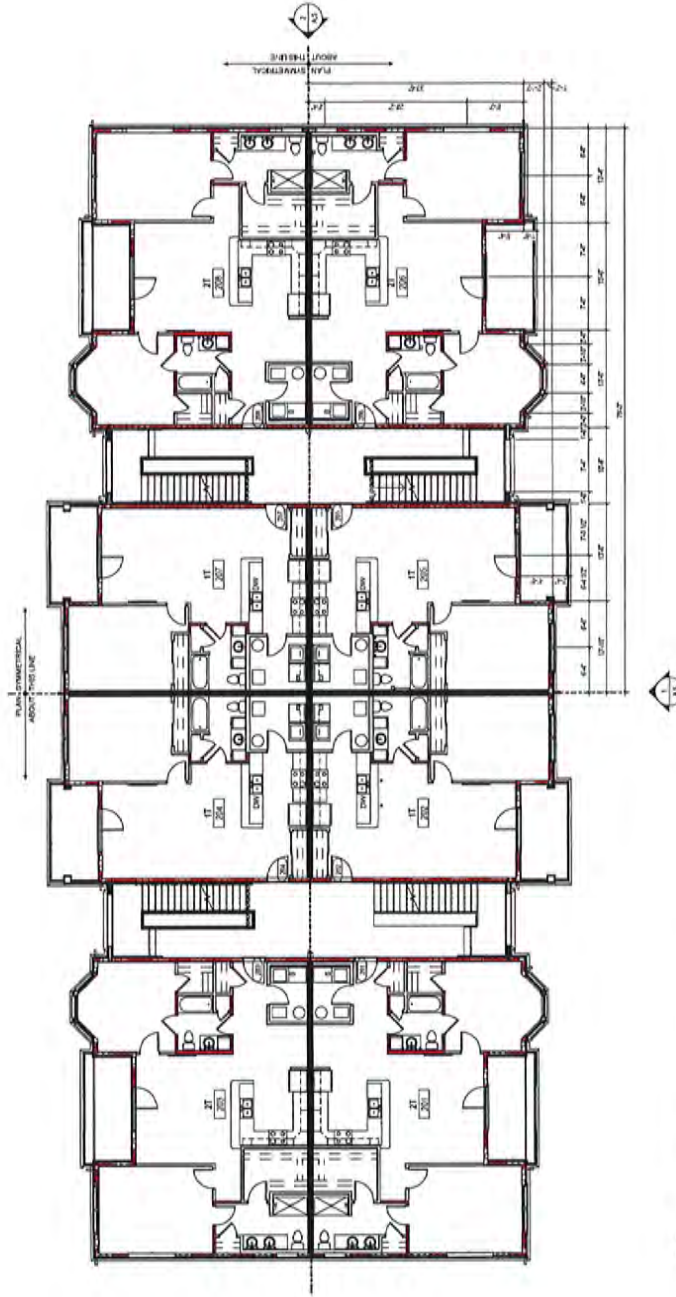




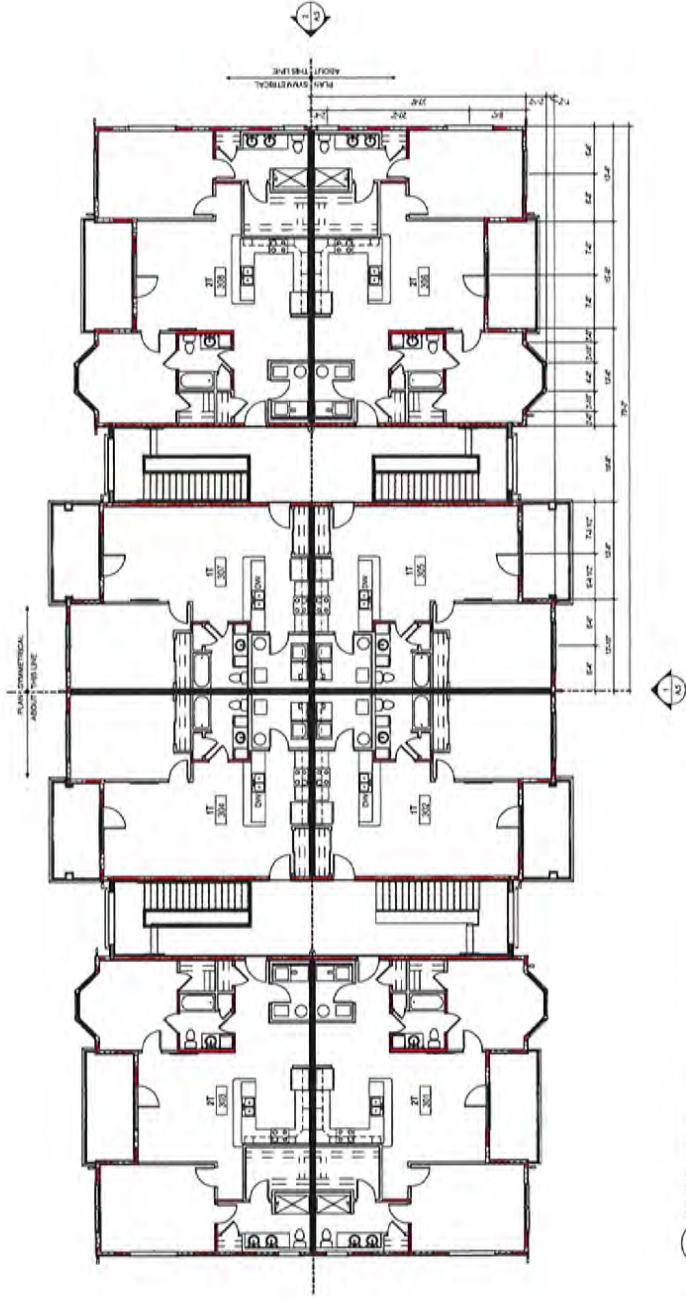
1 PLAN FIRST FLOOR
1/8" = 1'-0"



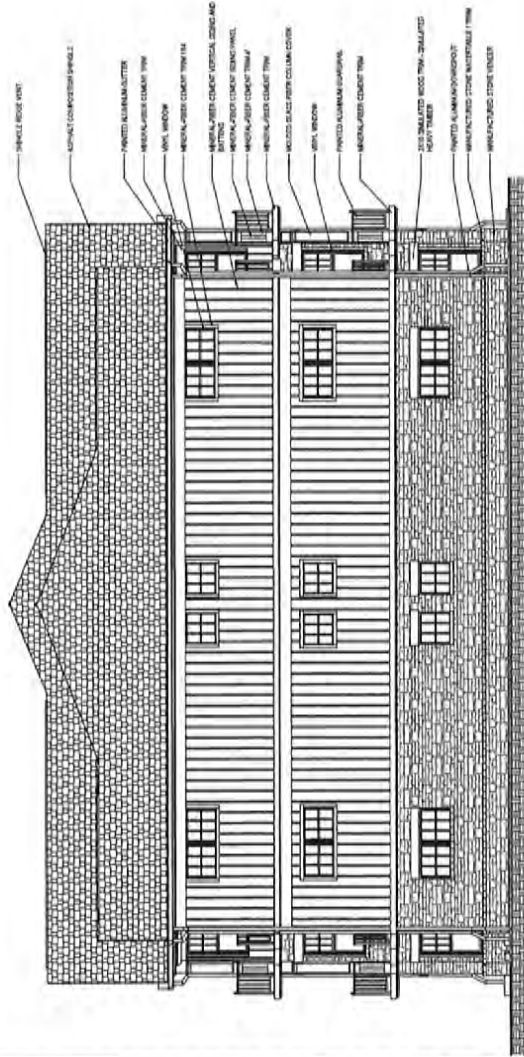
1 PLAN - FIRST FLOOR WITH GARAGES
1/8" = 1'-0"



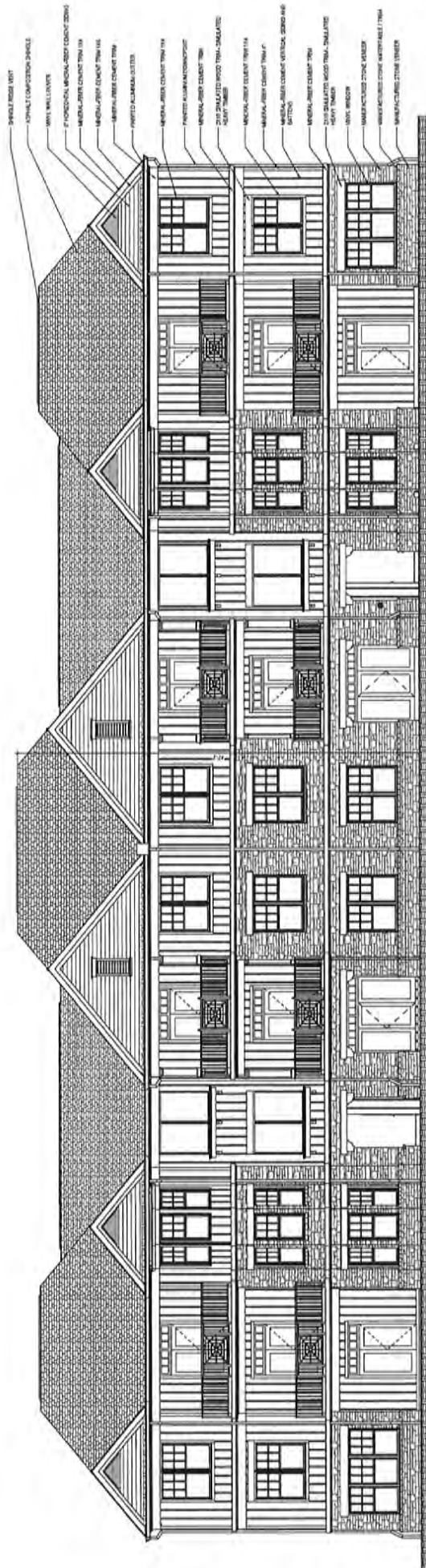
1 PLAN SECOND FLOOR
1/8" = 1'-0"



1 PLAN THIRD FLOOR
1/8" = 1'-0"



2 ELEVATION SEE 1/A102
3/16" = 1'-0"



1 ELEVATION FRONT AND CORNER SEE 1/A101
3/16" = 1'-0"



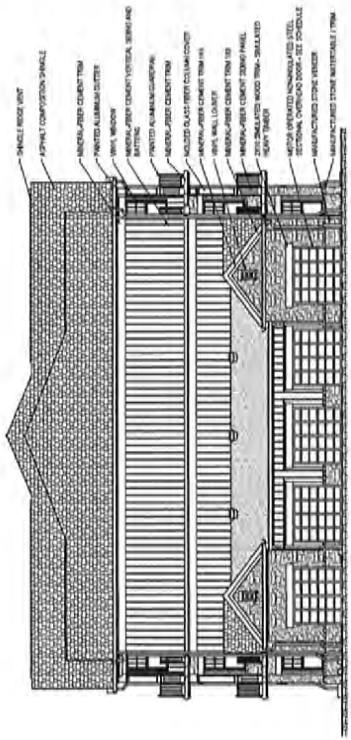
A.5 ELEVATIONS

COUGHLIN'S CROSSING APARTMENTS - 3 STORY BUILDING

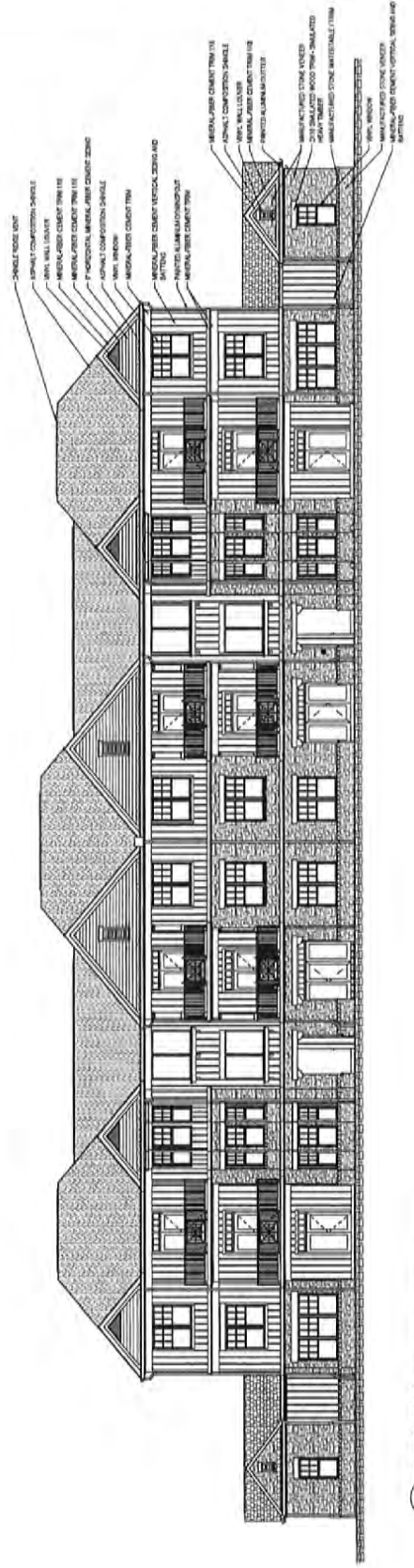


COUGHLIN'S CROSSING APARTMENTS - 3 STORY BUILDING

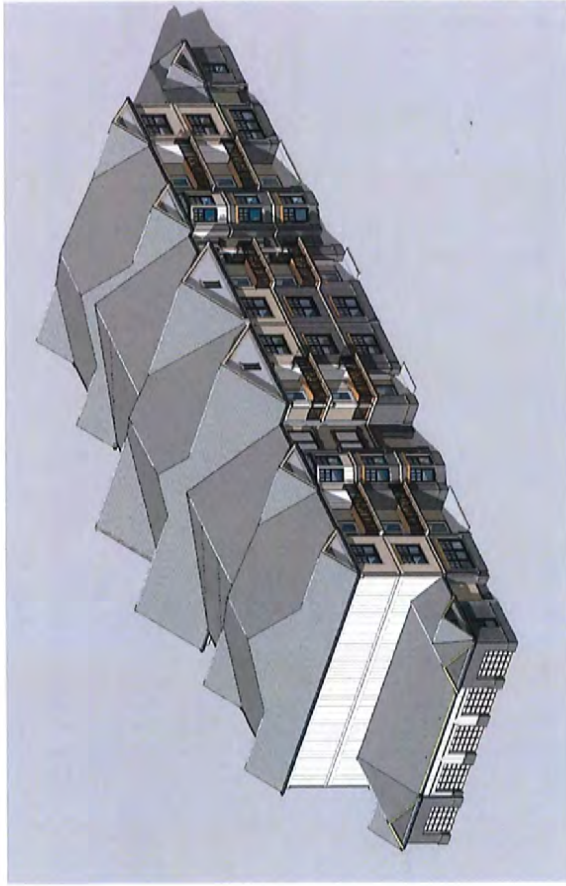
A.6 ELEVATIONS WITH GARAGES



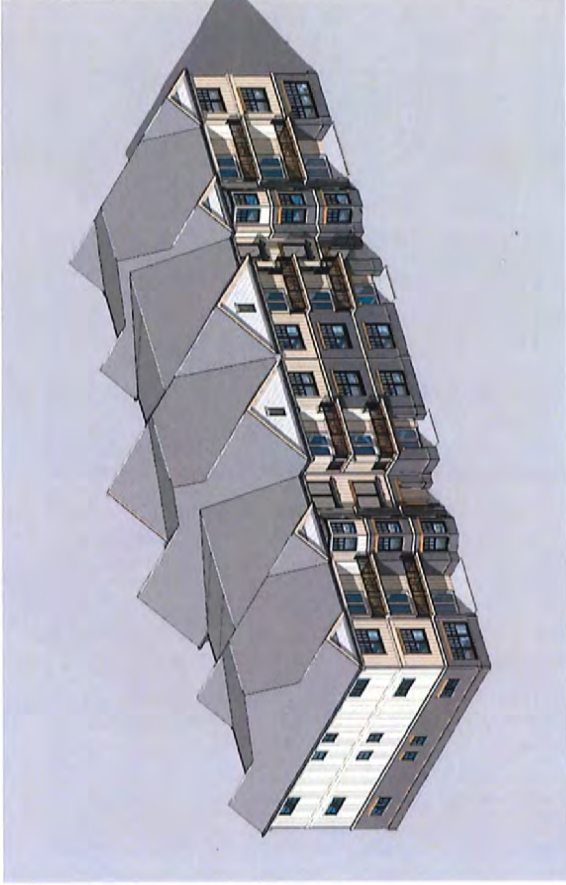
2 ELEVATION SIDE WITH GARAGES
REF. 2.1 A1/2



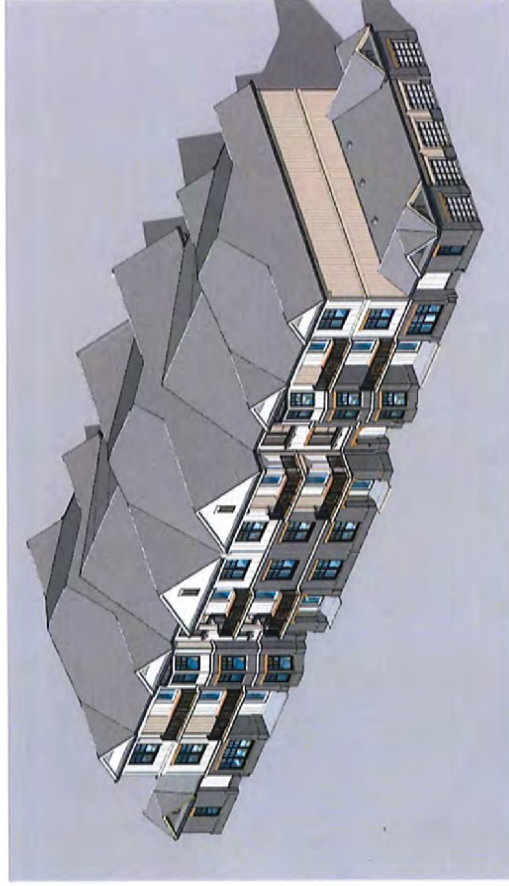
1 ELEVATION FRONT/SEAS WITH GARAGE
REF. 2.1 A1/3



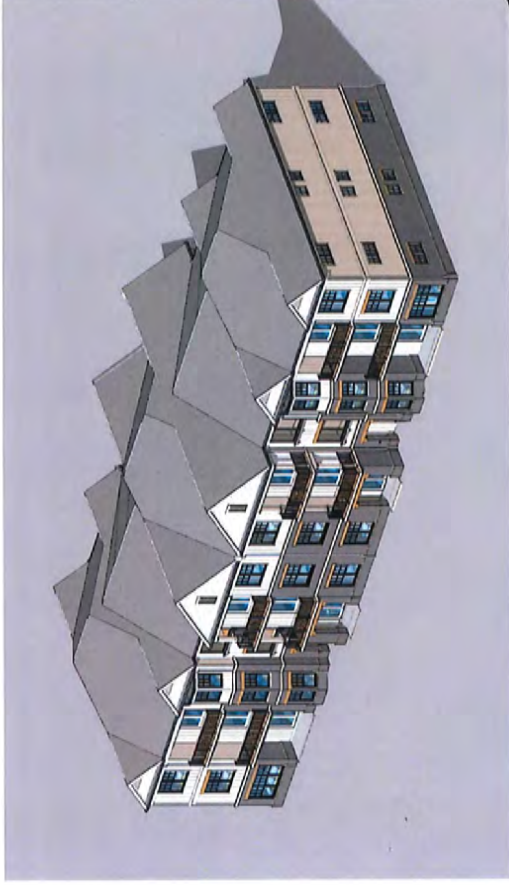
4 AXONOMETRIC VIEW 2 WITH GARAGES



2 AXONOMETRIC VIEW 1

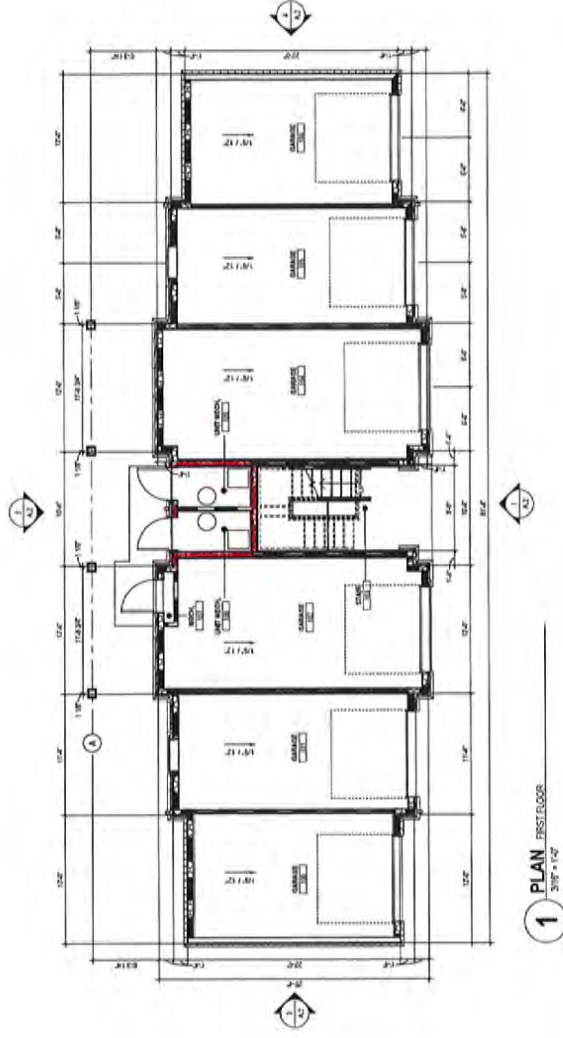
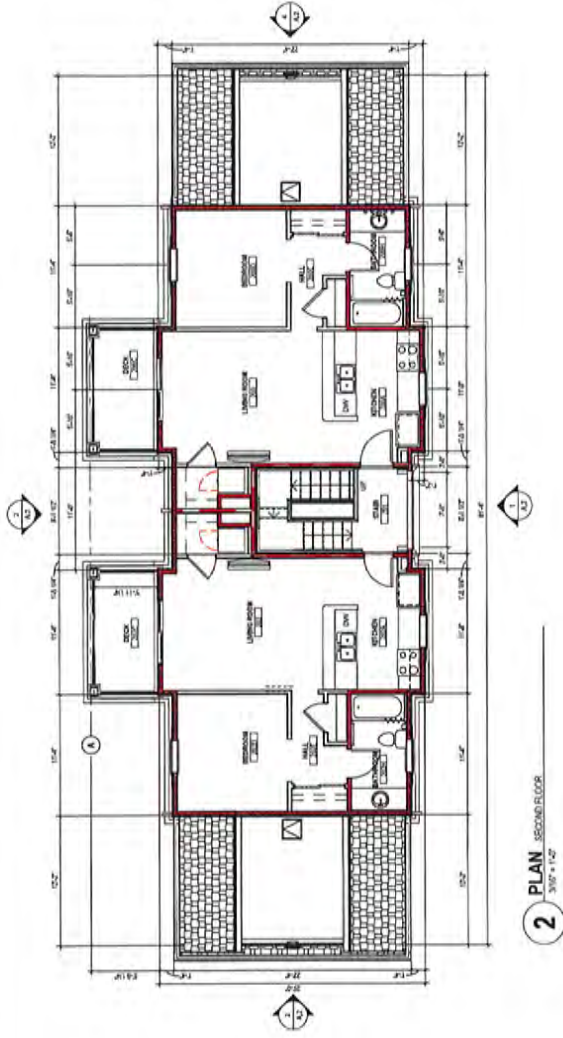


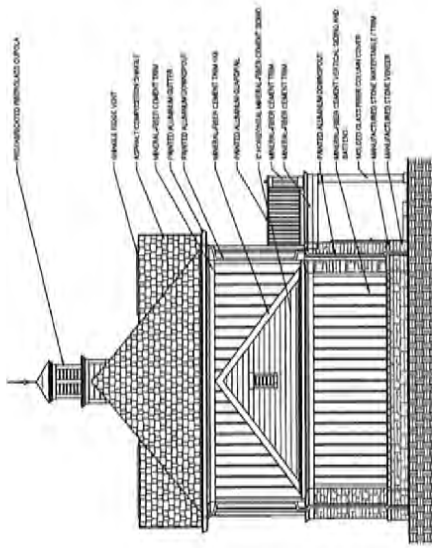
3 AXONOMETRIC VIEW 1 WITH GARAGES



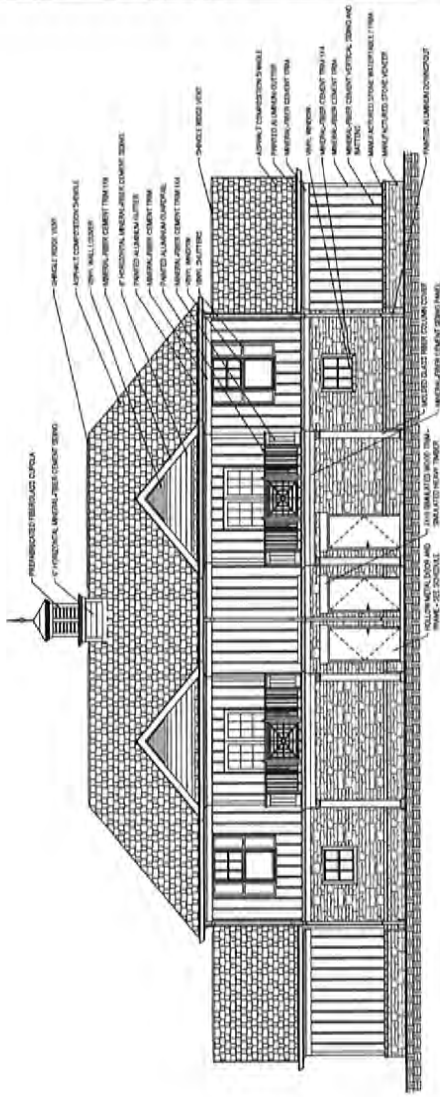
1 AXONOMETRIC VIEW 1



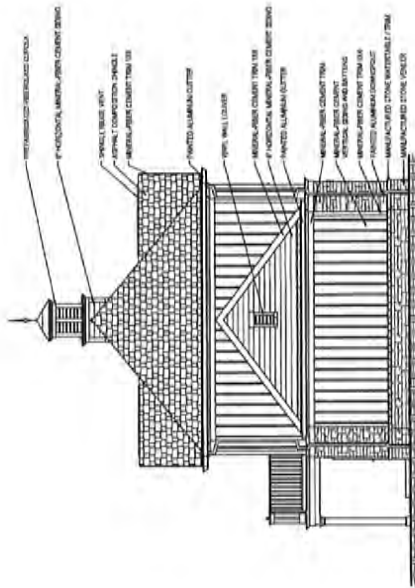




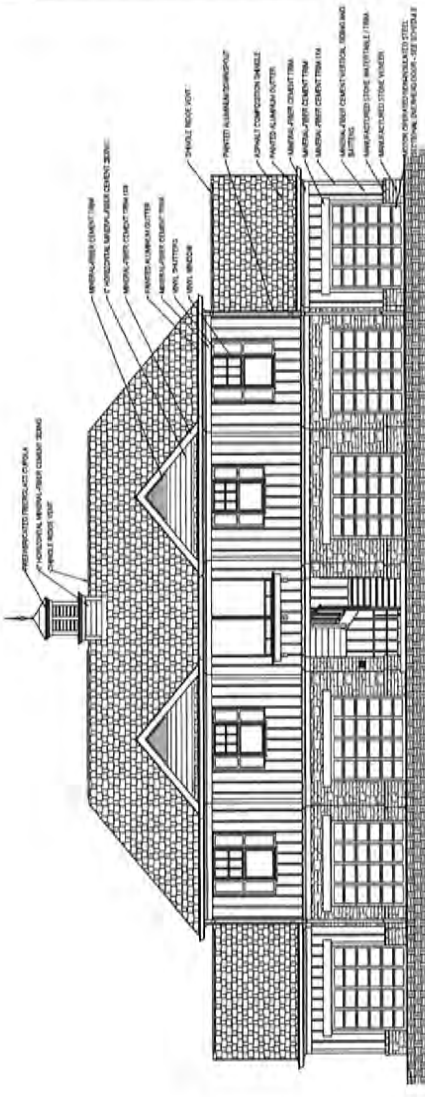
4 ELEVATION FRONT SIDE REF: 11A101
3/8" = 1'-0"



2 ELEVATION REAR REF: 11A101
3/8" = 1'-0"



3 ELEVATION LEFT SIDE REF: 11A101
3/8" = 1'-0"



1 ELEVATION FRONT REF: 11A101
3/8" = 1'-0"



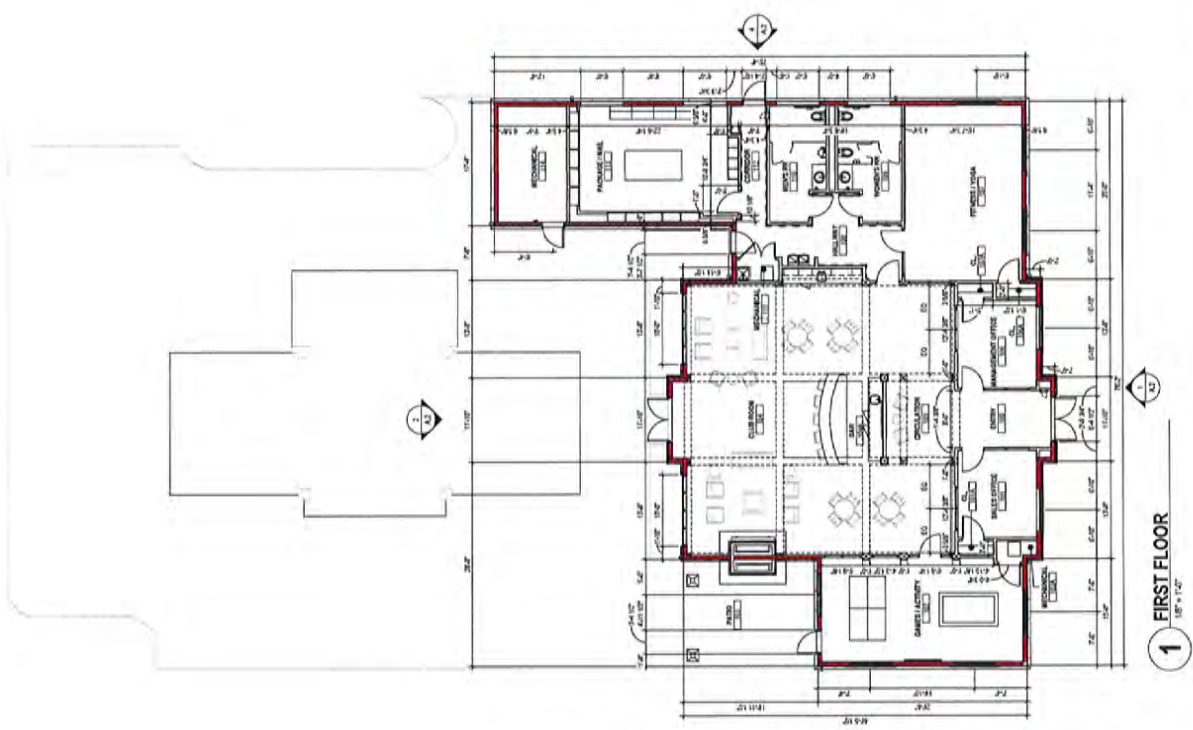


2 AXONOMETRIC BACK LEFT

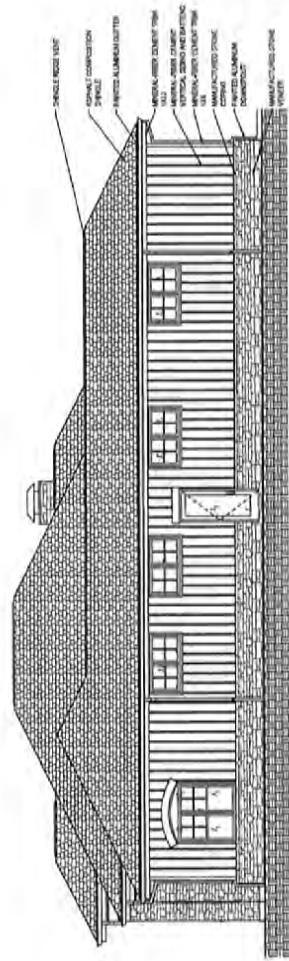


1 AXONOMETRIC FRONT RIGHT

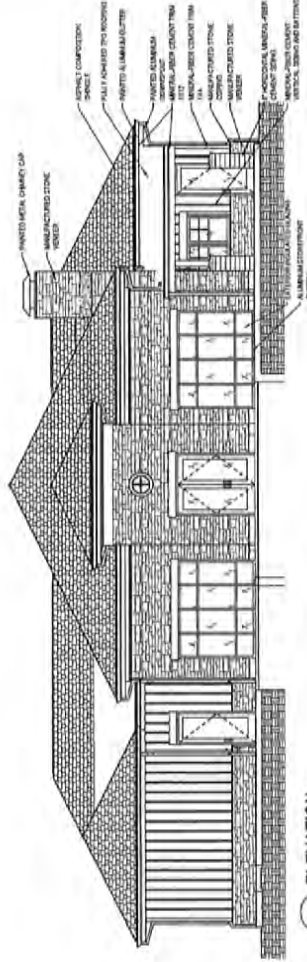




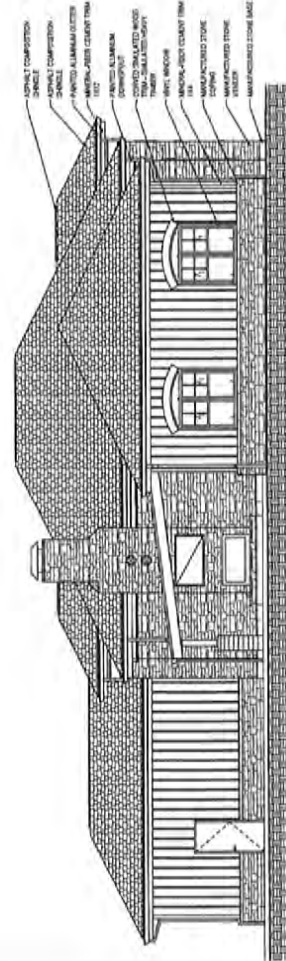
1 FIRST FLOOR
1/8" = 1'-0"



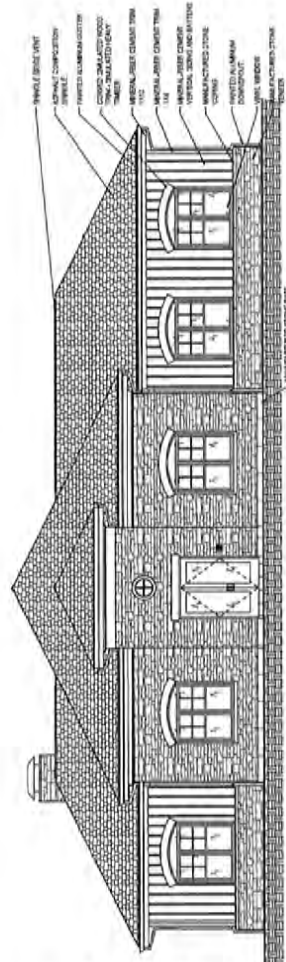
4 ELEVATION NORTH
1" = 7'0"
REF: 11/661



2 ELEVATION WEST
1" = 7'0"
REF: 11/61



3 ELEVATION SOUTH
1" = 7'0"
REF: 11/661



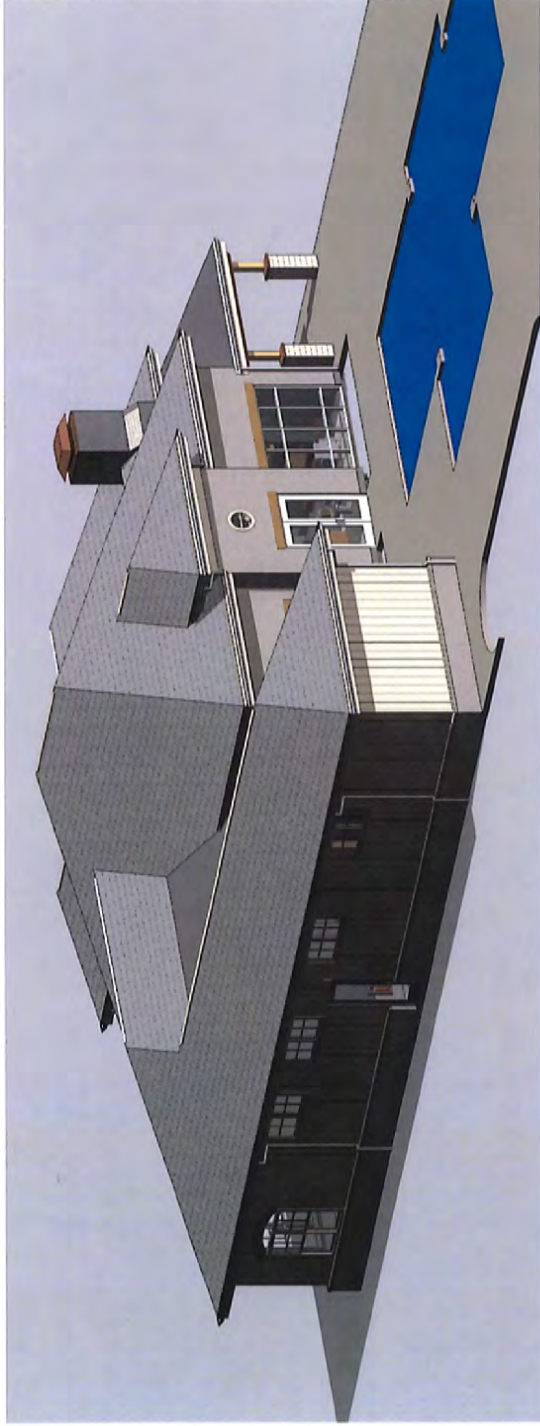
1 ELEVATION EAST
1" = 7'0"
REF: 11/661



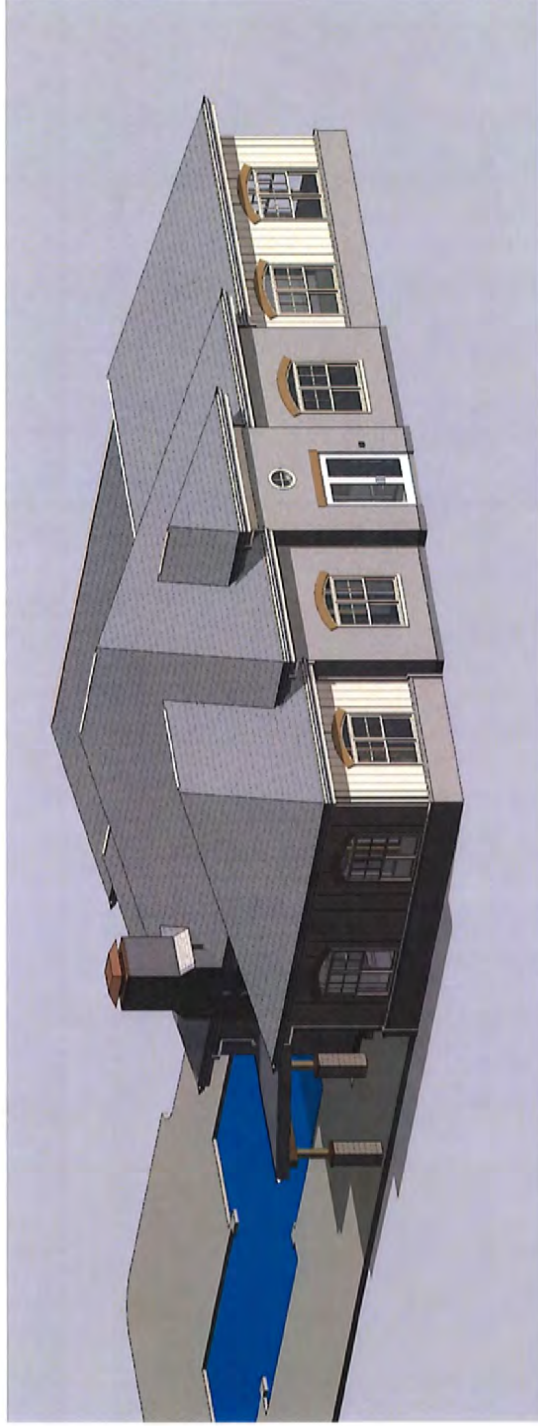
A.2 ELEVATIONS

COUGHLIN'S CROSSING APARTMENTS - CLUBHOUSE





2 AXONOMETRIC VIEW 2

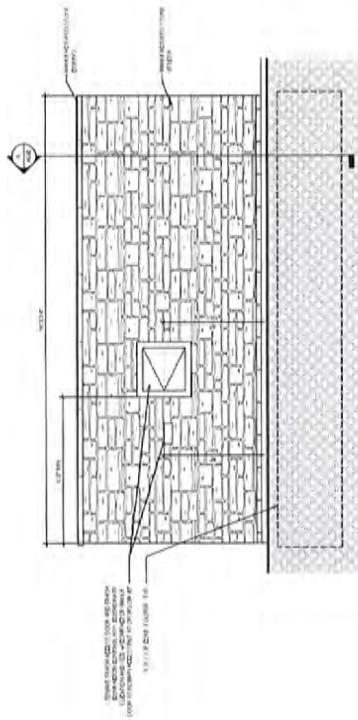


1 AXONOMETRIC VIEW 1

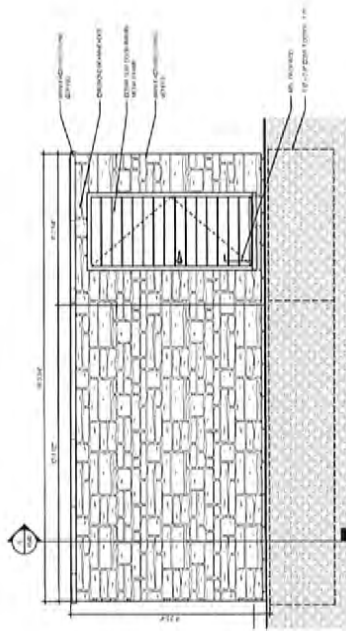


KEYNOTE LEGEND

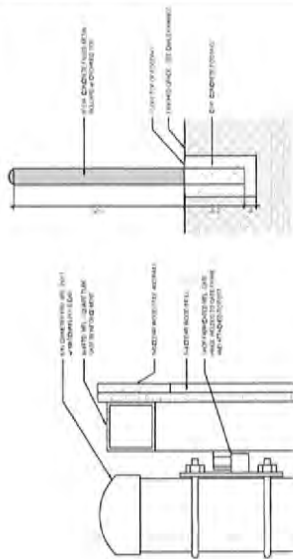
1	CONCRETE
2	CMU
3	INSULATION
4	EIFS
5	EIFS FINISH
6	EIFS FINISH WITH GRANULAR SURFACE
7	EIFS FINISH WITH GRANULAR SURFACE AND METAL CLADDING
8	EIFS FINISH WITH GRANULAR SURFACE AND METAL CLADDING WITH 1/2" GYP BOARD
9	EIFS FINISH WITH GRANULAR SURFACE AND METAL CLADDING WITH 1/2" GYP BOARD AND 1/2" GYP BOARD
10	EIFS FINISH WITH GRANULAR SURFACE AND METAL CLADDING WITH 1/2" GYP BOARD AND 1/2" GYP BOARD AND 1/2" GYP BOARD



7 ELEVATION
REF: 11/048

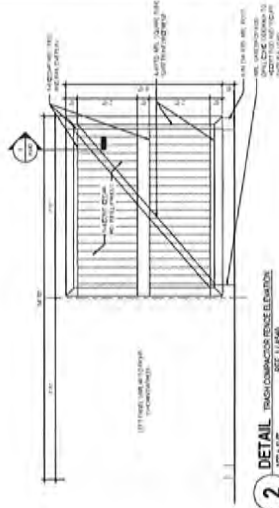


6 ELEVATION
REF: 11/048

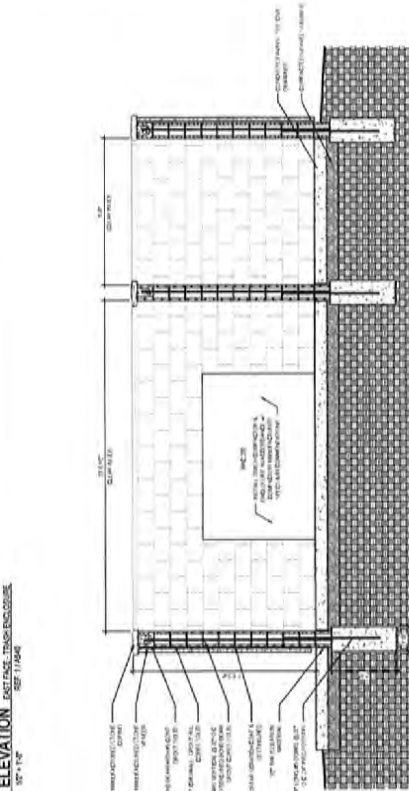


4 DETAIL
REF: 21/048

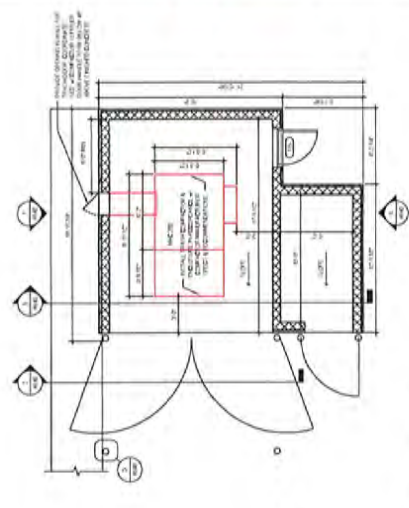
3 DETAIL
REF: 11/048



2 DETAIL
REF: 11/048



5 SECTION
REF: 11/048



1 ENLARGED PLAN
REF: 11/048

DATE	CHANGE DESCRIPTION
ROCKWOOD CONSTRUCTION 10000 W. STATE ST. COLUMBUS, OHIO 43240 PHONE: (614) 451-4524 FAX: (614) 261-0881	
R.M. COOK, INC. IN DELAWARE 10000 W. STATE ST. SUITE 300 COLUMBUS, OHIO 43240 PHONE: (614) 451-4524 FAX: (614) 261-0881	
PROJECT NO. 100000 DRAWING NO. 100000 CONSTRUCTION	
EXTERIOR WASTE ENCLOSURE DETAILS	
PROJECT NO.	100000
DRAWING NO.	100000
DATE	10/25/08
A540 PERMIT SET	



Doc ID: 012955950010 Type: OFF
 Kind: DECLARATION
 Recorded: 06/21/2019 at 01:23:57 PM
 Fee Amt: \$96.00 Page 1 of 10
 Workflow# 0000184816-0002
 Delaware County, OH
 Melissa Jordan County Recorder
 File# 2019-00015658

BK **1644** PG **349-358**

SHADE & SHADE BOX

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
 PROPERTY LOCATED IN COUGHLIN'S CROSSING
 LOCATED IN AND TO BE UNDER THE AUTHORITY OF
 THE US23 SUBAREA ASSOCIATION**

This DECLARATION OF the US23 Subarea Association is made this 20TH day of June, 2019, by Delaware Development Plan, Ltd. an Ohio limited liability company (hereinafter referred to as "Declarant").

RECITALS

Declarant is the holder of title, in fee simple, to the Property known as Coughlin's Crossing consisting of 67.792 acres, more or less (hereinafter described as the "Property") zoned for mixed-uses to be developed in accordance with the Master Development Plan and Development Text, as described and delineated in the "Coughlin's Crossing Declaration of Reciprocal Easements, Covenants and Restrictions" (the "RECR") recorded at Official Record Book 1644, page 333 in the Delaware County Recorder's Office, Delaware, Ohio; and

Pursuant to the RECR, Declarant desires to declare the portion of the Property identified in the RECR as the "US23 Subarea" including all Tracts and buildings, structures, and improvements thereon, to be in and under the authority of the US23 Subarea Association, and by this Declaration establish covenants and restrictions specific to the Property located in the US23 Subarea; and

The RECR is hereby ratified, confirmed, incorporated herein by reference, and made fully applicable to the Property in the US23 Subarea Association together with covenants and restrictions of this Declaration ("the Declaration").

DECLARATION

The Declarant hereby submits the Property located in the US23 Subarea, being 16.921 acres, more or less, as delineated on Exhibit "A", attached hereto and made a part hereof, together with Tracts and buildings and improvements thereon, and all rights and easements appurtenant thereto, including those created hereafter, to the provisions of the RECR and this Declaration and does hereby make and establish the following covenants and restrictions for Property in the US23 Subarea ("US23 Property" and "US23 Subarea Property"). All definitions delineated in the RECR are incorporated in this Declaration.

ARTICLE 1
PERMITTED USES

The US23 Property shall be used in conformance with the Development Text and Master Development Plan for Subareas 5 and 6. Any alterations or variances thereof must first be approved by the Declarant and the City and any other applicable authority.

ARTICLE 2
PARKING REQUIREMENT

Each Tract shall satisfy the parking requirements required by the Site Plan, Development Text and applicable Laws for the Building(s) and areas on such Tract, and unless approved by Declarant and any other applicable authority, shall not rely on the parking spaces situated on another Tract.

Each Tract Owner shall use its reasonable efforts to cause the employees of the Occupants of its Tract to park their vehicles only on such Tract.

ARTICLE 3
MAINTENANCE OF TRACT

Tracts & Cross Access Right of Ways.

Each Tract Owner shall maintain its Tract and the Cross Access Right of Ways on its Tract in a safe and attractive condition and in a good state of repair, including, without limitation, snow and ice removal, periodic parking lot sweeping, all landscaping, any storm water pipes, catch basins and storm water detention facilities, and parking areas. The unimproved portions of a Tract shall be mowed and kept litter-free, and all landscaping and irrigation systems, if any, shall be properly maintained.

Buildings:

Each Tract Owner covenants and agrees to maintain and keep the exterior portion of the Buildings, if any, located on its Tract in first-class condition and state of repair in accordance with all applicable Laws, and in compliance with the provisions of the RECR. Each Tract Owner further agrees to store all trash and garbage on its Tract in adequate containers and to arrange for regular removal of such trash or garbage. All improvements on the Tract shall be repaired or replaced with materials of a quality which are at least equal to the quality of the materials being repaired or replaced.

Repair of Casualty Damage:

If a Building is damaged by fire or other casualty (whether insured or not), the owner of the Building shall, subject to governmental regulations and/or insurance adjustment delay, promptly remove the debris resulting from such event and provide a safety barrier, and within a reasonable time thereafter shall perform one of the following alternatives:

(i) the owner of the Building shall repair or restore the Building to a complete unit, such repair or restoration to be performed in accordance with all applicable provisions of the RECR;

(ii) the owner of the Building shall erect another Building in such location, such construction to be performed in accordance with all applicable provisions of the RECR; or

(iii) the owner of the Building shall demolish the damaged portion and/or the balance of the Building and restore the cleared area to either a hard surface condition or a landscaped condition.

Use of Outdoor Areas:

No merchandise, equipment or services, including, but not limited to, vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored on the sidewalks in front of or alongside the Buildings without the prior written approval of Declarant, which approval may be granted or withheld in its sole and absolute discretion. Notwithstanding the foregoing restriction, patio dining areas and other outdoor seating areas associated with restaurant operations, together with outdoor sound systems at a reasonable volume that do not constitute a nuisance, shall be permitted in accordance with the Development Text as shall outdoor play spaces associated with and attached to the Building for restaurant operations. The foregoing restriction shall not prohibit the display of automobiles in the parking areas situated on an owner's Tract incidental to the operation of an automobile dealership as permitted and operated in accordance with the Development Text.

Notwithstanding anything to the contrary contained herein, sidewalk displays and sales and sales in certain portions of the parking areas of the US23 Property (to the extent permitted by Declarant and a particular tenant lease) shall be permitted within the US23 Property provided that such displays and sales of merchandise shall comply with the following restrictions:

(A) such displays and sales shall be conducted no more than two (2) times per calendar year and for no more than fifteen (15) consecutive days per time unless approved otherwise by Declarant;

(B) there shall be no displays of sheds, portable buildings or any commodity building materials (e.g., gravel and lumber);

(C) the sales and displays shall be conducted and made solely within the Occupant's Building or the sidewalk directly in front of the Occupant's building and shall occupy no more than fifty percent (50%) of the linear frontage of the sidewalk adjoining such Occupant's building and no more than thirty percent (30%) of the depth of the sidewalk;

(D) all such displays and sales shall be maintained in a neat, clean and orderly condition as determined;

(E) such displays and sales shall not interfere with the pedestrian traffic upon the sidewalk areas; and

(F) there shall be no exterior signs or banners relating to such displays or sales except for normal and customary signs identifying goods and prices and except for temporary promotional signs or banners which are professionally prepared.

Hazardous Materials:

No Tract Owner shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in the US23 Property, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Tract Owner shall Indemnify the other Parties from and against all Claims, including, but not limited to, costs of investigation, litigation and remedial response arising out of any Hazardous Materials used or permitted to be used by such Tract Owner, whether or not in the ordinary course of business. "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. "Environmental Laws" shall mean all Laws which relate to or deal with human health or the environment, all as may be amended from time to time.

ARTICLE 4 SIGN RESTRICTIONS

Signage and signage approval shall be in accordance with the Master Development Plan and Development Text including the Landscaping and Signage plans as finally approved for the US23 Property by the City.

ARTICLE 5
INSURANCE REQUIREMENTS

Commercial General Liability Insurance:

(A) Each Tract Owner shall maintain or cause to be maintained in full force and effect commercial general liability insurance with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) (\$1,000,000 per Tract) for bodily injury, personal injury and property damage arising out of any one occurrence; and the owner of the other Tracts in the US23 Subarea Property and the US23 Subarea Association shall be "additional insureds" under such policy. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the US23 Subarea Association. Notwithstanding the foregoing, a Tract Owner shall not be required to maintain the amount and type of insurance provided above in this section as to the Tract(s) owned by such Tract Owner until such time as said Tract Owner commences improvements on the Tract(s).

(B) Each Tract Owner shall Indemnify each of the other Tract Owners in the US23 Subarea Property and the US23 Subarea Association from and against all Claims asserted or incurred in connection with or arising from or as a result of the death or injury of any person or damage to the property of any person which shall occur on the Tract of such Tract Owner, except to the extent such claims are caused by the negligence or the willful act or omission of the indemnified Tract Owner or its agents or employees.

Insurance During Construction:

Each Tract Owner, prior to commencing any construction activities within the US23 Subarea Property, shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(A) Commercial general liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages:

(a) Required coverages:

(i) Premises and Operations;

(ii) Contractual Liability, insuring the indemnity obligations assumed by the contractor\under the contract documents;

(iii) Broad Form Property Damage (including. Completed Operations);

(iv) Explosion, Collapse and Underground ("XCU") Hazards; and

(v) Personal Injury Liability.

(b) Minimum limits of liability:

(i) \$1,000,000 each occurrence (for bodily injury and property damage);

(ii) \$1,000,000 for Personal Injury Liability;

(iii) \$1,000,000 aggregate for Products and Completed Operations;
and

(iv) \$2,000,000 general aggregate.

(B) Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles with limits of liability which shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined.

Casualty Loss Insurance.

(A) Effective upon the commencement of construction of any Building on its Tract and so long as such Building exists, a Tract Owner shall carry, or cause to be carried, property insurance providing insurance against loss or damage by fire, lightning, and such other risks as are from time-to-time included in "extended coverage" endorsements in the State of Ohio, in an amount and form so that the proceeds thereof are sufficient to provide for actual replacement in full of the Building and improvements (said amount may exclude foundation and excavation costs and costs of underground flues, pipes and drains).

(B) Each Tract Owner hereby releases and waives for itself, and each Person claiming by, through or under it, and each other Tract Owner from any liability for any loss or damage to all property of such Tract Owner located upon any portion of the US23 Subarea Property, which loss or damage is covered by the insurance required to be maintained under paragraph A above.

ARTICLE 6
ARCHITECTURAL REVIEW

No development of a Tract or alteration of a development on a Tract shall occur until the plans for said development or alteration thereto, including the Site Plan for the Tract development or alteration, are submitted to and reviewed and approved by the Declarant in accordance with the RECR.

ARTICLE 7
MEMBERSHIP IN THE US23 SUBAREA ASSOCIATION

In accordance with the RECR, Membership in the US23 Subarea Association shall be limited to the owners of Tracts in the US23 Subarea Property. In the case of a commercial condominium, the condominium association will be the member of the Subarea association in representation of the condominium unit owners. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Tract, and transfer of a Tract shall automatically transfer membership to the transferee.

In accordance with the RECR, for issues that may arise or requests by a Tract Owner exclusive to the US23 Subarea Association that require or request alteration to the Master Development Plan and or Development Text for Subareas 5 and 6, unless initiated and/or authorized by the Declarant who at the time of such requested alteration has ownership of a majority of the Tract Acreage in the US23 Subarea Association, the US23 Subarea Association shall have the power to resolve and respond to the request by a vote of the US23 Subarea Tract Owners. Each Tract owner in the US23 Subarea Association shall be entitled to one vote for each acre owned in said Tract and a proportionate part of one vote for ownership of less than an acre. This right of resolution and response amongst the Tract Owners does not apply to the Common Areas located in the US23 Subarea Association which are not subject to alteration by a Subarea Association.

In accordance with the RECR, the US23 Subarea Association shall have all authority and the obligation to manage, maintain, repair, replace, alter and improve the Common Elements located in Subareas 5 and 6 not under the authority of Declarant or the Master Association and assess and collect funds for the payment thereof from the members of the US23 Subarea Association, the Tract owners. Fees collected from each Tract Owner for said payments shall be assessed as follows:

Tract Owner's acreage (divided by) total Tract acreage in the US 23 Subarea =
Percentage of fees owed by Tract Owner

ARTICLE 8
DEFAULT

A Tract Owner shall have committed a default under this Declaration if such Tract Owner fails to observe or perform any of the covenants, conditions or obligations of this Declaration which includes covenants, conditions or obligations established by the RECR, within thirty (30) days after issuance of a notice by the Declarant and/or the US23 Subarea Association specifying the nature of the default claimed. Defaults shall be addressed as provided in the RECR at Article 5.

ARTICLE 9
NOTICES

All notices, demands, requests (collectively, "notices") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Tract Owner intended, (ii) delivered to the last known address of the Tract Owner intended, or (iii) rejected at the last known address of the Tract Owner intended, provided such notice was sent by a nationally recognized overnight delivery service or by United States certified or registered mail, postage prepaid.

Each Tract Owner may designate by notice in writing a new or other address to which such notice shall thereafter be so given or served. A copy of any such notice shall also be contemporaneously delivered in the manner herein specified to any fee mortgagee or tenant who shall have duly registered with any Tract Owner its name and address.

ARTICLE 10

Running with the Land

The terms of this Declaration shall constitute covenants running with the land and shall inure to the benefit of all Tracts included in the US23 Subarea Property, each Tract Owner and their respective successors and assigns, Occupants and Permittees, and shall be binding upon each of the Tracts included in the US23 Subarea Property, each Tract Owner and their respective successors, assigns, Occupants and Permittees. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of the RECR or any prior instrument legally affecting the land burdened hereby. In the event this Declaration and the RECR conflict on matters not amended or varied in accordance with the RECR and this Declaration, the most restrictive or that imposing the higher standard shall govern.

Severability

Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any Person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

Amendments

Except for corrections or revisions to this Declaration required to comply with alterations to or variances from the Development Text and/or Master Development Plan approved by Declarant and the City and made part of an amended RECR, this Declaration may be amended by, and only by, a written agreement signed by Tract Owners whose Tract acreage totals 75% or more of the Tract acreage located in the US23 Subarea Association and shall be effective only when recorded in the real estate records of Delaware County, Ohio.

Captions

The captions preceding the text of each article and section are included only for convenience of reference. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside this Declaration.

Governing Law

This Declaration shall be construed and applied in accordance with the laws of the State of Ohio, except for its principles of conflict of laws.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand this 20 day of June, 2019.

DELAWARE DEVELOPMENT PLAN, LTD.

By: Al Coughlin, Jr. 6-20-19
Al Coughlin, Jr. Date

STATE OF OHIO
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 20th day of June, 2019, by Al Coughlin, Jr., managing member of Delaware Development Plan, Ltd., an Ohio limited liability company, on behalf of the company.



TERESA J. HUFFMAN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
08-12-2022

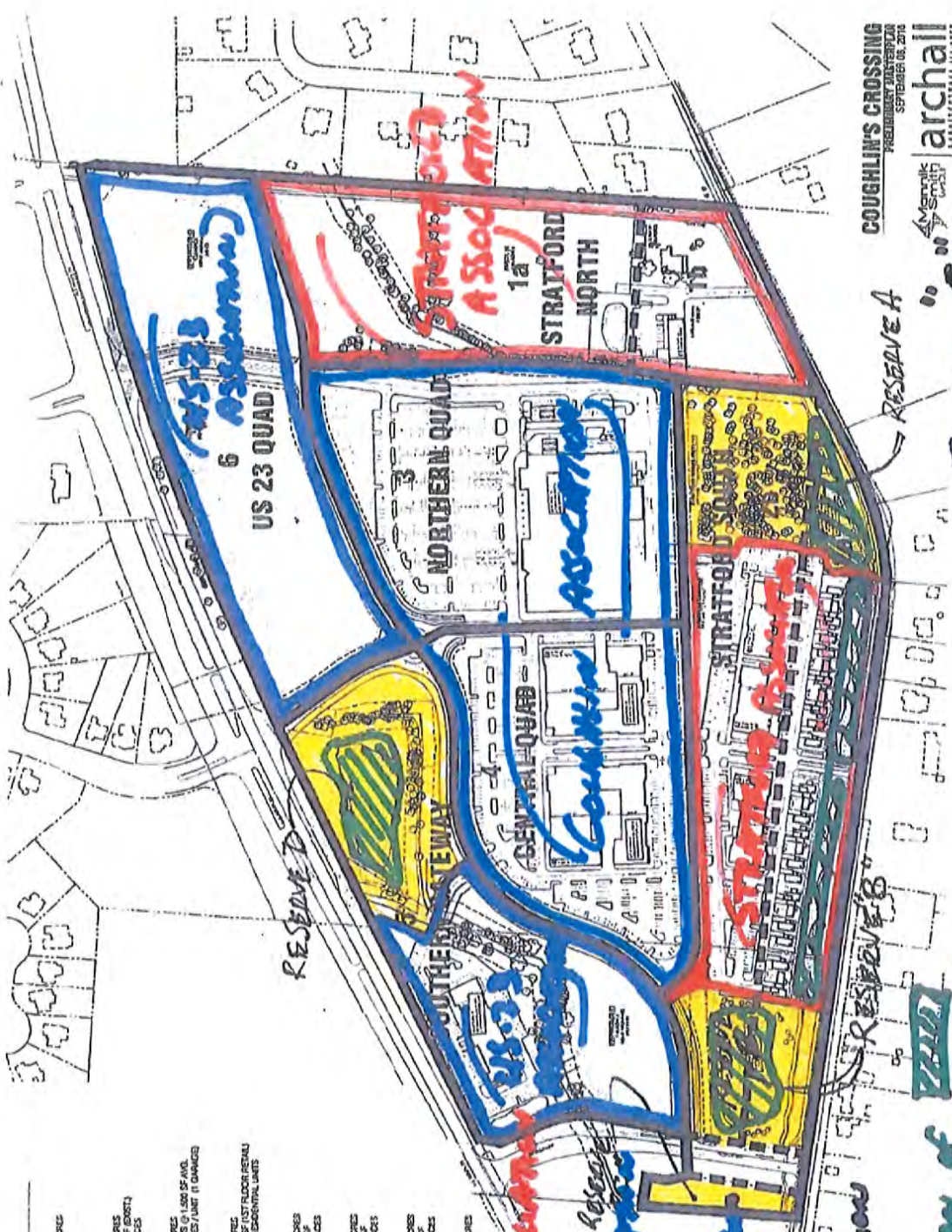
Teresa J. Huffman
Notary Public

This instrument prepared by:
Connie J. Klema, Attorney
P.O. Box 991
Pataskala, Ohio 43062-0991
(614) 374-8488

Think create. do

SUBAREA DATA

01A STRATFORD NORTH	6.4 ACRES
BUILDING AREA	7,400 SF (207x174)
PARKING PROVIDED	22 SPACES
01B STRATFORD NORTH	3.14 ACRES
BUILDING AREA	7,400 SF (207x174)
PARKING PROVIDED	22 SPACES
02A STRATFORD SOUTH	7.24 ACRES
BUILDING AREA	25 UNITS @ 1,000 SF EACH
PARKING PROVIDED	23 SPACES / UNIT @ 10 SPACES
02B STRATFORD SOUTH	8.44 ACRES
BUILDING AREA	8,400 SF (210x160) SPECIAL
PARKING PROVIDED	41-48 RESIDENTIAL UNITS
03 NORTHERN QUAD	10.22 ACRES
BUILDING AREA	8,170 SF
PARKING PROVIDED	410 SPACES
04 CENTRAL QUAD	10.00 ACRES
BUILDING AREA	9,700 SF
PARKING PROVIDED	429 SPACES
05 SOUTHERN GATEWAY	11.00 ACRES
BUILDING AREA	10,800 SF
PARKING PROVIDED	112 SPACES
06 US 23 QUAD	11.00 ACRES
BUILDING AREA	10,800 SF
PARKING PROVIDED	112 SPACES



Stratford Association

Coughlin Association

US-23 Association

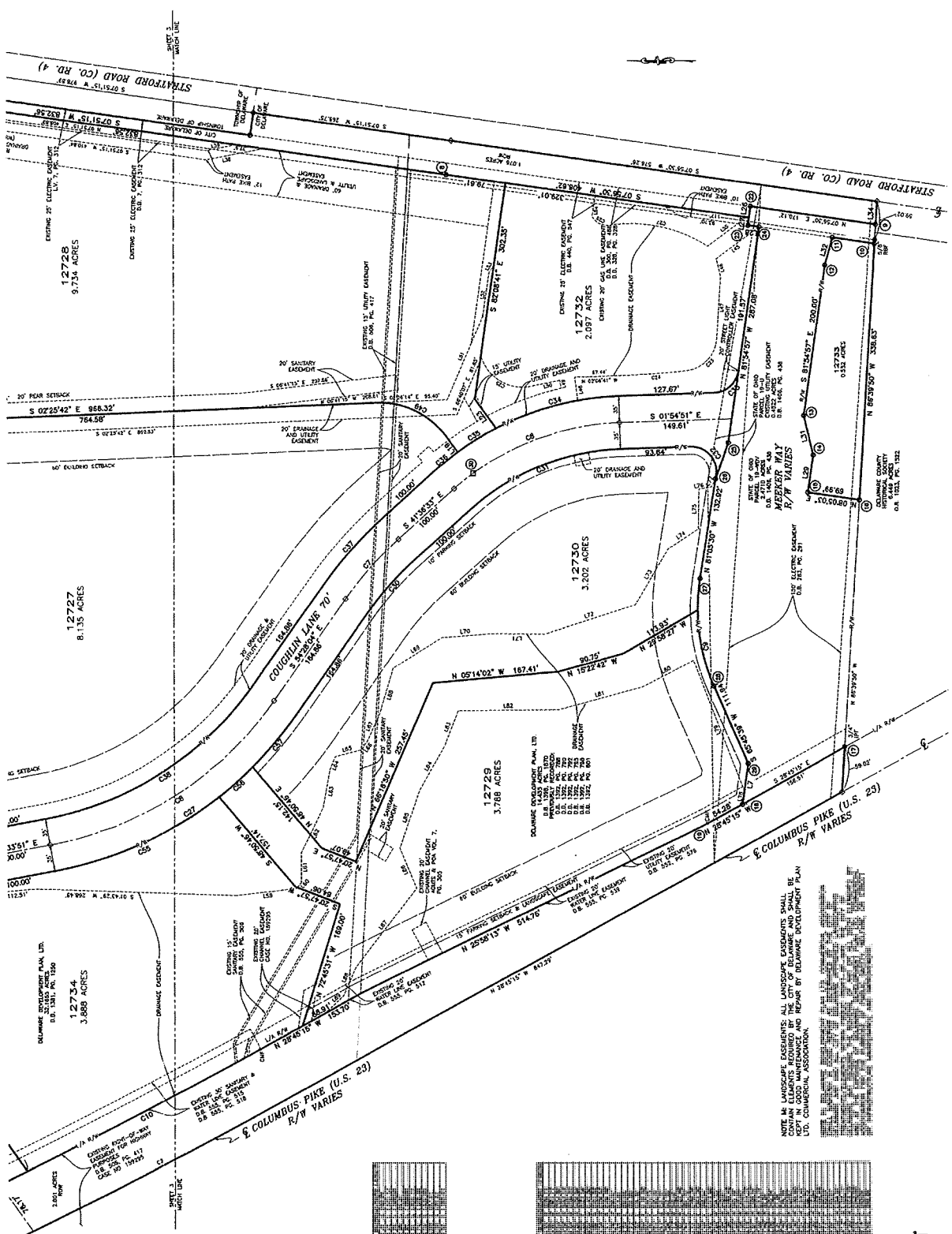
Delcanti / Master Association

Approx. Location of **Water** Steam Water Facilities

COUGHLIN'S CROSSING
PREFERRED MASTER PLAN
SEPTEMBER 16, 2010

archall
AN STRATFORD ASSOCIATION

EXHIBIT A
SUBAREA ASSOCIATIONS



DELAWARE DEVELOPMENT PLAN, LTD.
 D.B. 1381, P.C. 1386

12734
 3.889 ACRES

12727
 8.135 ACRES

12728
 9.734 ACRES

12729
 3.788 ACRES

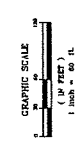
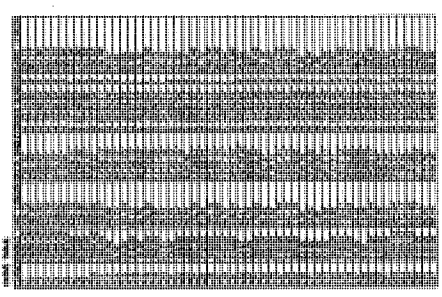
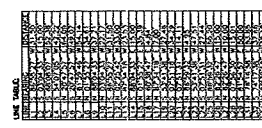
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 D.B. 1381, P.C. 1386

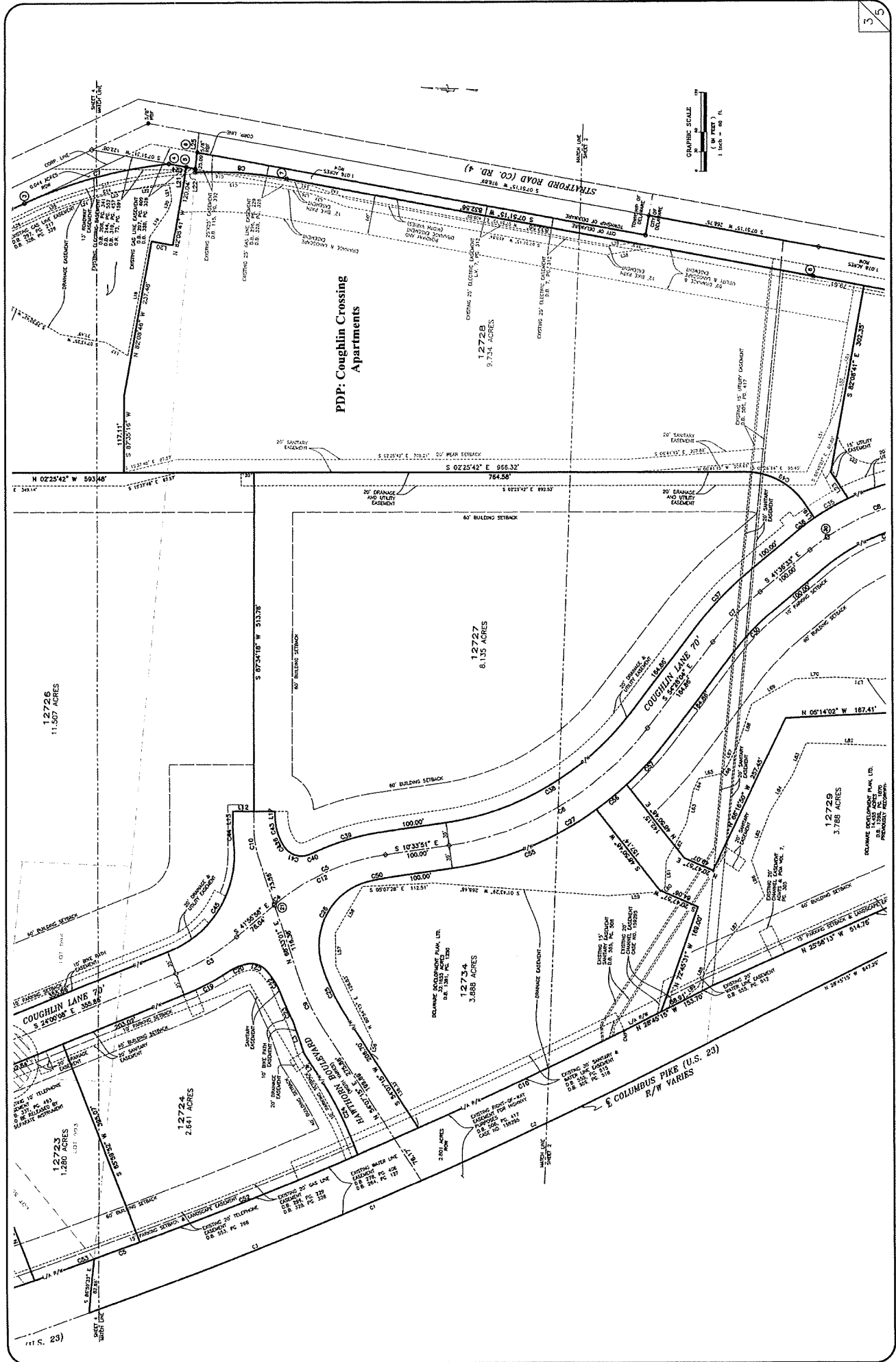
12730
 3.202 ACRES

12733
 0.312 ACRES

STATE OF OHIO
 COUNTY OF DELAWARE
 R/W VARIES

NOTE: ALL LANDSCAPE EASEMENTS SHALL BE KEPT IN GOOD MAINTENANCE AND REPAIR BY DELAWARE DEVELOPMENT PLAN LTD. COUNCILON ASSOCIATION.







STRATFORD ROAD (CO. RD. 4)
 S 27°04'31" E 715.87'

12725
 11,936 ACRES

12724
 1,465 ACRES

12726
 11,507 ACRES

COUGHLIN LANE 70'
 S 24°00'00" E 355.88'

12722
 1,675 ACRES

12723
 1,465 ACRES

12724
 2,641 ACRES

12724
 3,285 ACRES

COLUMBUS PIKE (U.S. 23)
 R/W VARIES





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



Project # _____ Case # _____

Planning Commission

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

Subdivision/Project Name COLUMBUS CROSSING APARTMENTS Address 2430 STRATFORD RD.

Acreage 9.734 Square Footage SEE PLANS Number of Lots — Number of Units 178

Zoning District/Land Use PMUD Proposed Zoning/Land Use MULTI FAMILY Parcel # 41913032010000

Applicant Name DELAWARE STRATFORD APARTMENTS, LLC Contact Person ROBERT YOAKAM

Applicant Address 999 POLARIS PARKWAY COLUMBUS OHIO 43240

Phone 614.785.0015 Fax _____ E-mail reyoakamerockfordhomes.net

Owner Name SAME AS ABOVE Contact Person _____

Owner Address _____

Phone _____ Fax _____ E-mail _____

Engineer Architect/Attorney EMNT Contact Person BRYAN PRENGER

Address 5500 NEW ALBANY RD COLUMBUS OHIO 43054

Phone 614.775.4500 Fax _____ E-mail bprenger@emnt.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.

Robert Yoakam
 Owner Signature

Robert Yoakam
 Owner Printed Name

 Agent Signature

 Agent Printed Name

Sworn to before me and subscribed in my presence this 3rd day of November, 2020



KIMBERLY J. WILCHECK
 NOTARY PUBLIC
 STATE OF OHIO
 My Commission Expires
 December 5, 2022

Kimberly Wilcheck
 Notary Public



FACT SHEET

AGENDA ITEM NO: 14

DATE: 12/14/2020

ORDINANCE NO: 20-87

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 THE DELAWARE CITY SCHOOLS FOR A BUILDING EXPANSION AND SITE IMPROVEMENTS FOR CONGER ELEMENTARY SCHOOL ON APPROXIMATELY 4.05 ACRES ZONED R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AND LOCATED AT 10 CHANNING STREET.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on December 2, 2020.

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. 20-87

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR THE DELAWARE CITY SCHOOLS FOR A BUILDING EXPANSION AND SITE IMPROVEMENTS FOR CONGER ELEMENTARY SCHOOL ON APPROXIMATELY 4.05 ACRES ZONED R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AND LOCATED AT 10 CHANNING STREET.

WHEREAS, the Planning Commission at its meeting of December 2, 2020 recommended approval of a Combined Preliminary and Final Development Plan for the Delaware City Schools for a Building Expansion and Site Improvements for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street (PC Case 2020-2475).

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 the Delaware City Schools for a Building Expansion and Site Improvements for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street, is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. All the proposed fencing around the play area, green spaces and parking lot shall be black vinyl coated per the zoning code requirements.
3. The landscape plan shall be reviewed and approved by the Shade Tree Commission.
4. The lighting plan shall be reviewed and approved by the City
5. The building addition materials and color shall match the existing building as much as feasible.
6. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building material color.
7. Any new roof top mechanical equipment shall be screened from public view.
8. The Board of Zoning Appeals shall review and approved a side yard setback variance for the proposed addition.

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: _____, 2020

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 15

DATE: 12/14/2020

ORDINANCE NO: 20-88

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
January 11, 2021 @ 7:20 P.M.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING AN ALLEY VACATION FOR THE DELAWARE CITY SCHOOLS FOR CONGER ELEMENTARY SCHOOL ON APPROXIMATELY 4.05 ACRES ZONED R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AND LOCATED AT 10 CHANNING STREET.

BACKGROUND:

See attached report

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 910 Street and Alley Vacation of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on December 2, 2020.

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. 20-88

AN ORDINANCE APPROVING AN ALLEY VACATION FOR THE DELAWARE CITY SCHOOLS FOR CONGER ELEMENTARY SCHOOL ON APPROXIMATELY 4.05 ACRES ZONED R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AND LOCATED AT 10 CHANNING STREET.

WHEREAS, the Planning Commission at its meeting of December 2, 2020 recommended approval of an Alley Vacation for The Delaware City Schools for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street (PC Case 2020-2621).

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

SECTION 1. That the Alley Vacation for The Delaware City Schools for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street, is hereby confirmed, approved, and accepted with the following conditions that:

1. A "T" turnaround shall be constructed at the western terminus of the alley per the Fire Department requirements.
2. The school district shall work with any private entities that may have private easements in the subject alley.

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: _____, 2020

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

APPLICANT/OWNER

Delaware City Schools
621 Pennsylvania Avenue
Delaware, Ohio 43015

REQUEST

2020-2475: A request by Delaware City Schools for approval of a Combined Preliminary and Final Development Plan for a Building Expansion and Site Improvements for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street.

2020-2621: A request by Delaware City Schools for approval of an Alley Vacation for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street.

PROPERTY LOCATION & DESCRIPTION

The subject properties owned by the school total 4.05 acres and are zoned R-4 (Medium Density Residential District) and are located between East Central Avenue and East William Street just east of Channing Street. The properties to the north are zoned R-4 and B-3 (Community Business District) while the properties to the east, west and south are zoned R-4.

BACKGROUND/PROPOSAL

The existing 64,148 square foot elementary school was constructed in 1970 and expanded in 2015. Since 2015, the school district has purchased 3 parcels just east of the school for a building expansion and site improvements. The school is proposing an approximate 4,365 square foot building addition on the northeast portion of the building fronting East Winter Street. A new playground area, a new green area and relocating and expanding the parking lot from East William Street to Channing Street would complete the site improvements.

STAFF ANALYSIS

- **ZONING:** As previously mentioned, the zoning of the school property is R-4. Under the current zoning, the school addition and site improvements would require a Combined Preliminary and Final Development Plan approval by the Planning Commission and City Council. In 2014, Planning Commission and City Council approved a Conditional Use Permit for the school on the residentially zoned property.
- **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 new 50 space parking lot fronting Channing Street would have two full movement curb cuts. The curb cut on East William Street would only access the service area and not the former parking lot which has been converted into a playground. Also, the alley between East William Street and East Winter Street would terminate at the eastern school property line and the fire department is requesting a "T"-turnaround at the western terminus of the alley. Furthermore, the rest of the traffic movements, access locations and parking lots would remain as currently permitted.
- **PEDESTRIAN CONNECTIVITY:** The current sidewalk in and around the school would remain the same with new internal sidewalks connecting the new addition with the playground areas to East William Street.
- **SITE CONFIGURATION:** The one story approximately 4,365 square foot addition on the northeast portion of the building would front East Winter Street. The addition would accommodate 3 classrooms and associated accessory space. The proposed addition would be located between 14 to 43 feet from the property line to the east while the conditional use setback is required to be 40 feet from the adjacent residential property. Therefore, a setback variance reviewed and approved by the Board of Zoning Appeals would be required. Just south of the addition would be the location of a new 11,000 square foot mulched playground area. An approximate 4,150 square foot green space would be located just west of this and an approximate 6,350

square foot green space would be located just south of the new mulched playground area. A detention basin would be located in this area. Just south and west of the aforementioned green spaces is the former parking lot which encompasses approximately 15,750 square foot which is proposed to be an asphalt play area and includes a basketball court. The former asphalt play area fronting Channing Street would be converted into a 50-space parking lot with two curb cuts from Channing Street. A black vinyl coated chain link fence would surround the aforementioned play areas, open spaces and parking lot.

- **BUILDING DESIGN:** The single-story addition along Winter Street would have a pitched roof with shingles with split face concrete block to match the existing building as much as feasible. The doors and windows would be typical aluminum systems. Any roof top mechanical equipment should be screened from public view.
- **TREE REMOVAL & REPLACEMENT:** The applicant has identified the removal of one 14-inch caliper tree on the northeastern portion of the site and would be replaced with 7 two-inch caliper trees along the eastern property line. Therefore, this development would achieve compliance with Chapter 1168 Tree Preservation Requirements.
- **LANDSCAPING & SCREENING:** The applicant is proposing perimeter buffering adjacent to the proposed addition along the eastern property line and parking lot shrubs along Channing Street. Eleven six-foot-high minimum junipers would be located just east of the building addition to buffer the adjacent residential house. Also, seven two-inch caliper trees would be planted just south of the junipers along the eastern property line. Approximately 54 two foot shrubs would be planted just west of the proposed parking lot adjacent to Channing Street per the zoning code. All landscape plans would need to be reviewed and approved by the Shade Tree Commission.
- **SIGNS:** There is no new signage proposed with the additions and site improvements.
- **LIGHTING:** The school is proposing four new light poles on the eastern portion of the new parking lot fronting Channing Street. The light fixtures would be cut-off style and be mounted on 20-foot high light poles. The City would have to review and approve the lighting plans to ensure it achieves compliance with the illumination requirements. Because the parking lot is adjacent to single family houses, staff would suggest the school consider turning off the lights at a reasonable time at night.
- **ALLEY VACATON:** The subject alley right-of-way between East William Street and East Winter Street currently extends into the school property and the school is requesting it to be vacated. In this location the school is proposing open space and playground areas. The Fire Department is requesting a “T” turnaround in this area. The school district would have to work with any entities that may have private easements in the subject alley. Adjacent owners to the east were not notified because the school district owns the property adjacent to the requested alley vacation.

STAFF RECOMMENDATION (2020-2475 – COMBINED PRELIMINARY & FINAL DEVELOPMENT PLAN)

Staff recommends approval of a request by Delaware City Schools for a Combined Preliminary and Final Development Plan for a Building Expansion and Site Improvements for Conger Elementary School on approximately 4.05 acres zoned R-4 (Medium Density Residential District) and located at 10 Channing Street, with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. All the proposed fencing around the play area, green spaces and parking lot shall be black vinyl coated per the zoning code requirements.
3. The landscape plan shall be reviewed and approved by the Shade Tree Commission.
4. The lighting plan shall be reviewed and approved by the City
5. The building addition materials and color shall match the existing building as much as feasible.
6. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building material color.

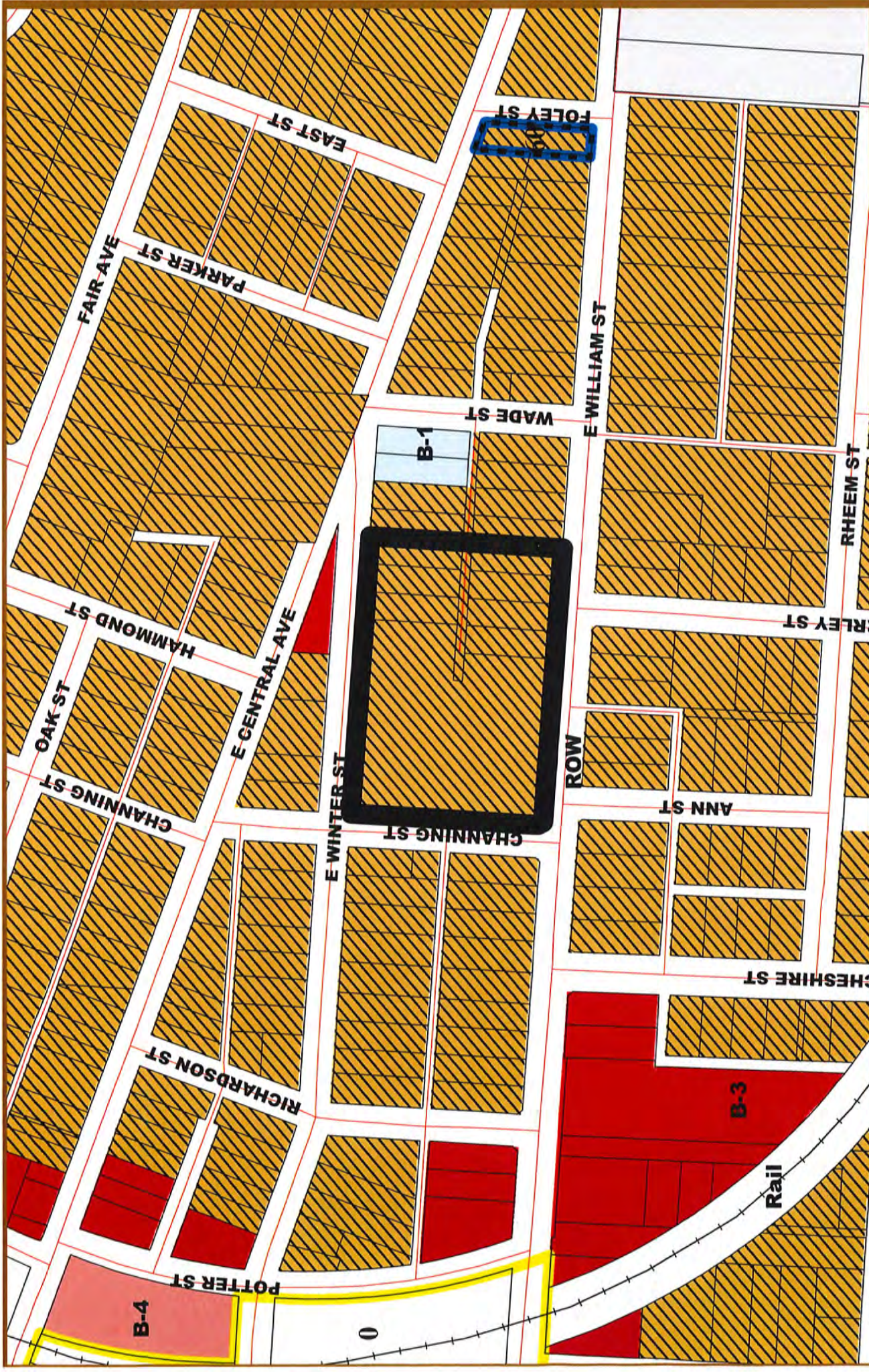


2020-2475
Combined Preliminary and Final Development Plan
Conger Elementary School - 10 Channing Street
Location Map





2020-2475
Combined Preliminary and Final Development Plan
Conger Elementary School - 10 Channing Street
Zoning Map





E GENERAL AVE

E WINTER ST

CHANNING ST

E WILLIAM ST



2020-2475
Combined Preliminary and Final Development Plan
Conger Elementary School - 10 Channing Street
Aerial (2019) Map





Delaware City Schools
Conger Elementary School Additions and Site Improvements
10 Channing Street
Delaware, OH 43015
City of Delaware Submission
November 4, 2020

NARRATIVE

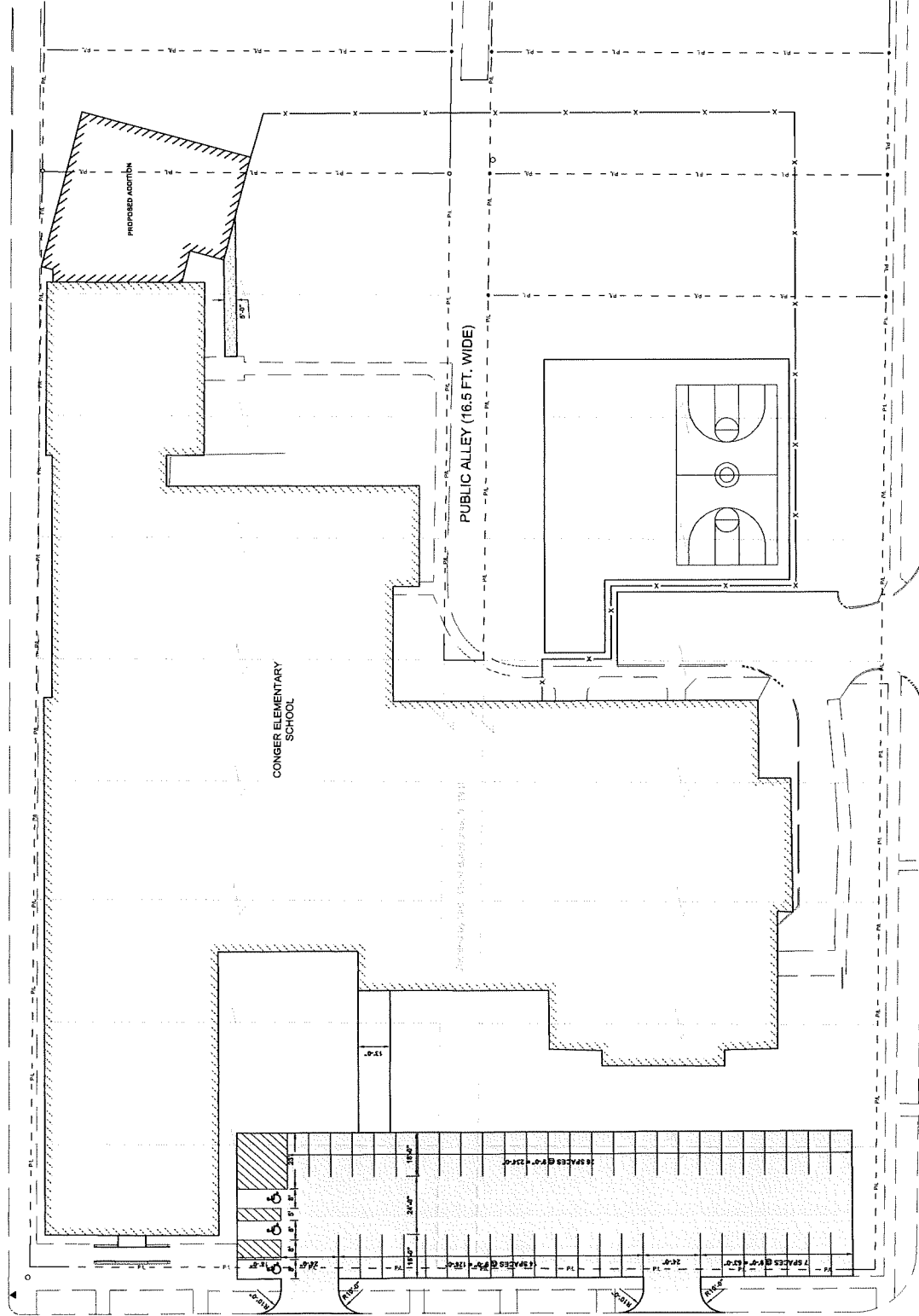
Delaware City Schools has deemed there is a need to add three additional classrooms at Conger Elementary to meet current enrollment projections. They have also identified site layout issues they would like to address. This submission proposes to address both of those issues with a building addition and site modifications. Delaware City Schools recently acquired three adjacent residential parcels, one on the north half of their site along Winter Street and two on the south half of the site along William Street.

A building addition is proposed at the north east corner of the existing building to contain the needed two additional classrooms plus a third classroom to replace one that is currently in the existing footprint of the building but is being converted to corridor space to the new addition and a set of group restrooms. With this being a prominent side of Conger Elementary, Delaware City Schools would like to construct an addition that takes some aesthetic cues from the various existing portions of the building but provides an interesting end to the building visible from Central Avenue. The proposed addition is scaled to blend with the nearby residences. The proposed addition encroaches over the side yard setback and this application requests a variance for this proposition. Delaware City Schools has been in contact with this residential neighbor and the neighbor is agreeable to the building addition's size and position. Opaque landscape screening is proposed along the east property line to visually separate the building addition and the adjacent residential property.

For site modifications, Delaware City Schools has a desire to reduce the amount of traffic entering or exiting the property from William Street. The existing parking lot along the south portion of the site is for staff parking. This staff parking lot is proposed to be relocated to the west side of the school. This will allow for all staff traffic entering/exiting the site to occur on Channing Street which is less busy than William Street. Landscape screening is proposed at the west side of the parking lot facing Channing Street. Parking lot site lighting as required is proposed.

A portion of the existing parking lot will be repurposed for a service truck turn-around and asphalt play surface. The southeast portion of the site is proposed to be green space for the playground on the added parcels. Between the asphalt play surface, green space along the south and the building to the north, a mulched playground area is proposed. Relocation of the existing storm water retention basin is also proposed for this area.

WINTER STREET (60 FT. WIDE)



CONGER ELEMENTARY SCHOOL

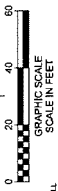
PUBLIC ALLEY (16.5 FT. WIDE)

WILLIAM STREET (60 FT. WIDE)

EXISTING
REFER TO SHEET 131

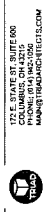
PROPOSED

- BUILDING WALL
- STRAIGHT CURB
- PAVEMENT
- WALK
- FENCE
- PAINTED WHEELCHAIR SYMBOL
- BSGN
- HANDICAPPED PARKING SIGN
- 1.5" ASPHALT MILL AND 1.5" SURFACE COURSE OVER 1.5" LIGHT DUTY ASPHALT
- 1.5" ASPHALT MILL AND 1.5" SURFACE COURSE OVER 1.5" LIGHT DUTY ASPHALT
- CONCRETE SIDEWALK



CONGER ELEMENTARY

DELAWARE CITY SCHOOLS
10 CHANNING ST.
DELAWARE, OH 43015

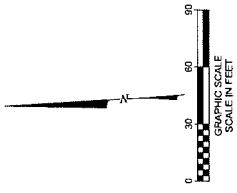


127 SOUTH HIGGINS DRIVE
COLUMBUS, OH 43210
614.292.1234
WWW.URR.OSU.EDU

Project Number
Planning Commission Submittal 1142720

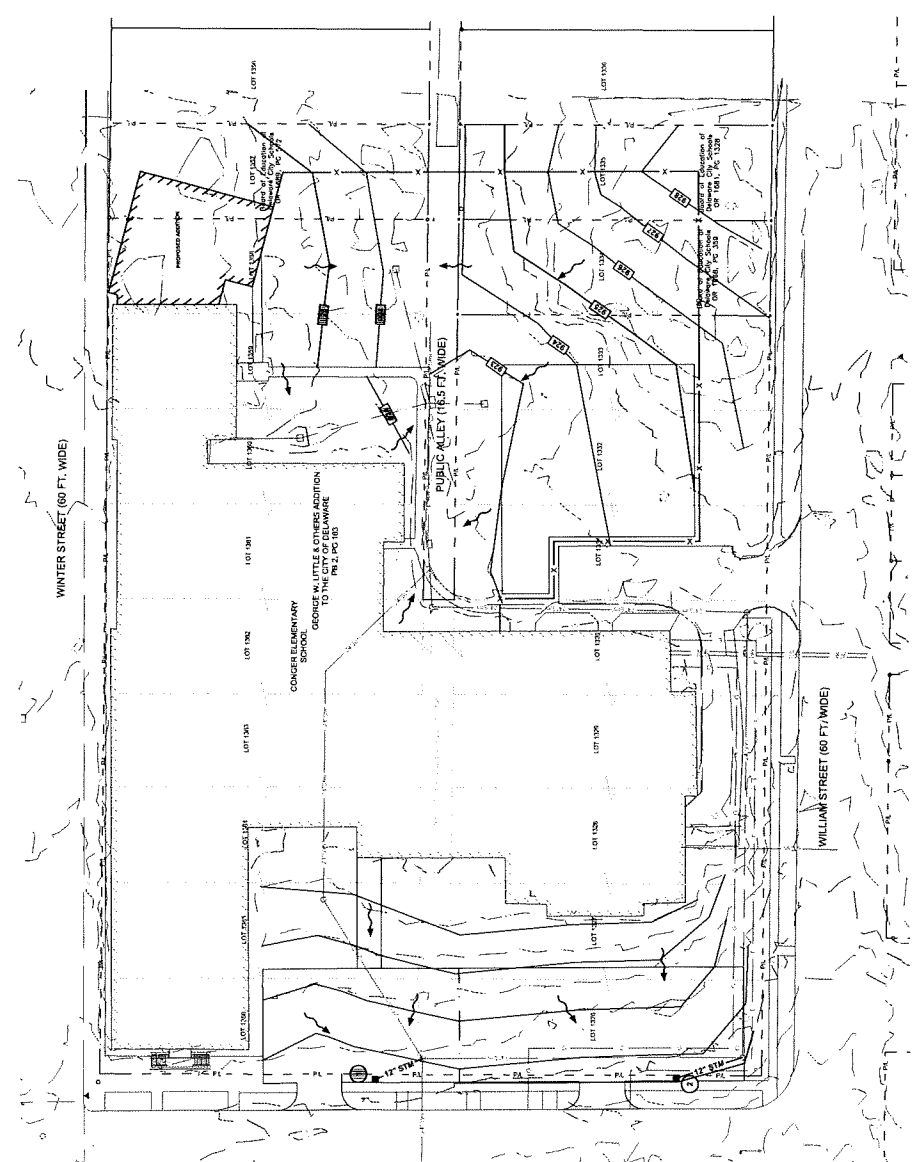
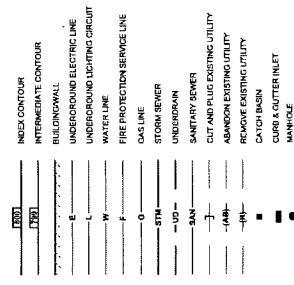
DESIGNED BY: ERM
CHECKED BY: ERM
PROJECT NUMBER: 1995

C-101
STAGING PLAN



- EXISTING**
REFER TO SHEET 151
- INDEX CONTOUR
 - INTERMEDIATE CONTOUR
 - BUILDING WALL
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND LIGHTING CIRCUIT
 - WATER LINE
 - FIRE PROTECTION SERVICE LINE
 - GAZELINE
 - STORM SEWER
 - UNDERDRAIN
 - SANITARY SEWER
 - CITY AND PLUG EXISTING UTILITY
 - ABANDON EXISTING UTILITY
 - REMOVE EXISTING UTILITY
 - CATCH BASIN
 - CURB & GUTTER INLET
 - MANHOLE
 - DOWNPOUT ADAPTER

- PROPOSED**
- GATE VALVE & CURB BOX
 - POST INDICATING VALVE
 - FIRE DEPARTMENT CONNECTION
 - CLEAN OUT
 - REMOVE EX. STRUCTURE
 - STRUCTURE NUMBER
 - GRADE BREAK (CROWNLINE)
 - GRADING/SEEDING LIMITS
 - SPOT ELEVATION
 - TOP OF EXISTING
 - TOP OF CURB ELEVATION
 - GUTTER ELEVATION AT FACE OF CURB
 - FLOW DIRECTION ARROW
 - HOSE (CROWN) JOINT
 - EMERGENCY OVERFLOW
 - WATCH EXISTING ELEVATION



CONGER ELEMENTARY

DELAWARE CITY SCHOOLS
10 CHANNING ST.
DELAWARE, OH 43015

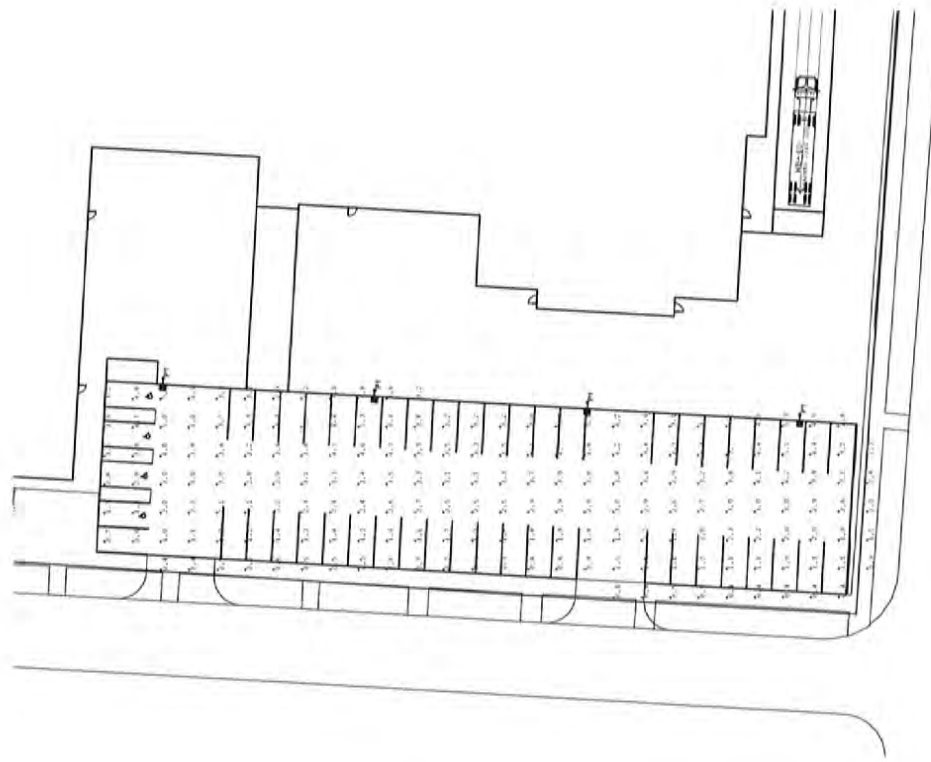
PROJECT NUMBER: 1903-2020-25044-PA
DATE: 11/14/2020

PROJECT ENGINEER: JAMES M. HANCOCK, P.E.
PROJECT ARCHITECT: JAMES M. HANCOCK, P.E.
PROJECT ELECTRICAL ENGINEER: JAMES M. HANCOCK, P.E.

1903 - CONGER ELEMENTARY
GRADING & STORM SEWER PLAN

C-201

CREATED BY: J.M.H.
CHECKED BY: J.M.H.
PROJECT NUMBER: 1903



A SITE PHOTOMETRIC PLAN

LUMINAIRE SCHEDULE

TNO	MANUFACTURER	SERIES	MODEL	FINISHING	DESCRIPTION	SOURCE	VOLTAGE	WATTAGE	HEIGHT	TEMP	LUMENS	DIMMING	HOUSING	LENS	FRONTIER	OPTIONS	APPROVED MANUFACTURER
P1	LUMINA	D-SERIES SIZE 2	DS02 LED	4" x 16" x 1 1/2"	SINGLE ROAD SIDE AREA	LED	100V	100W	10.2 FT	4000K	10,200	0-10V	REAR MOUNT ALUMINUM	POLY-CARBONATE	BY ARCHITECT	PACKAGE WITH 2x SQUARE HOUSING FIELD	

AVG	MAX	MIN	UNIT
2.16	5.1	2.4	FC
0.0	0.0	0.0	FC

D-Series Size 2 LED Area Luminaire

Specifications:

- Size: 4" x 16" x 1 1/2"
- Weight: 10.2 lbs
- Height: 10.2 ft
- Beam Spread: 100°
- Color Temp: 4000K
- Dimming: 0-10V
- Material: Aluminum

Introduction:

The new D-Series Size 2 LED Area Luminaire is designed for use in a variety of applications. It features a compact design and is easy to install. The luminaire is made of high-quality materials and is designed to last for many years.

Example: 100' x 100' x 10' (30' x 30' x 10')

Area	Area (sq ft)	Area (sq m)
Total Area	10,000	929.03
Area 1	1,000	92.90
Area 2	2,000	185.81
Area 3	3,000	278.72
Area 4	4,000	371.63
Area 5	5,000	464.54
Area 6	6,000	557.45
Area 7	7,000	650.36
Area 8	8,000	743.27
Area 9	9,000	836.18
Area 10	10,000	929.03

CONGER ELEMENTARY

DELAWARE CITY SCHOOLS
10 CHANNING ST.
DELAWARE, OH 43015

Project Name
Planning Consultant Subcontractor 17462229

DATE: 08/14/2019
PROJECT NUMBER: 17462229

ES-100

SITE LIGHTING CALCULATIONS

TREES INVENTORY WITHIN PROJECT LIMITS

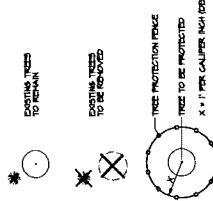
TREES INVENTORY SCHEDULE - CABELLIS ELEMENTARY SCHOOL

KEY	TREE SPECIE (COMMON NAME)	DBH	CONDITION	COMMENTS
G1	SPRUCE	14"	FAIR	REMOVE
G2	MAPLE	24"	GOOD	PRESERVE
TOTAL TREE CALIBER (DBH) REMOVED: 1.12'				

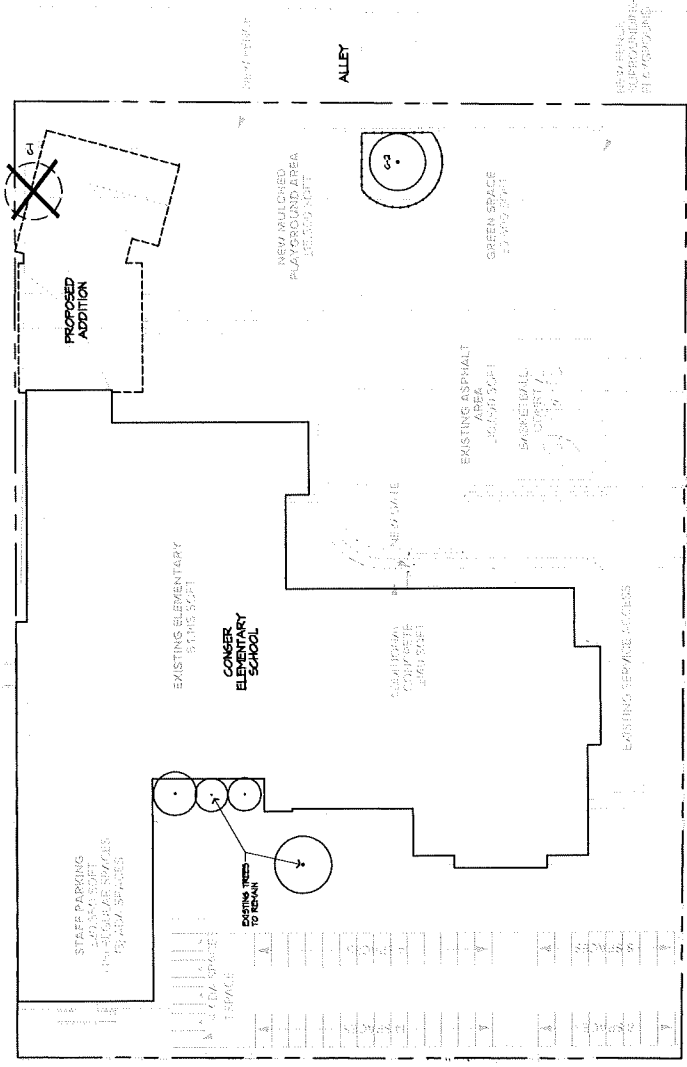
GENERAL NOTES

- ALL TREES IN THE CONSTRUCTION AREA NOT SPECIFICALLY DESIGNATED FOR REMOVAL SHALL BE PROTECTED WITH AN APPROPRIATE METHOD OF PROTECTION AS SHOWN.
- ONLY TREES 4" CALIBER AND LARGER WITHIN DEVELOPMENT LIMITS NOTED ON THESE PLANS.
- PROTECTION FENCING OR BARBERS SHALL REMAIN THROUGHOUT CONSTRUCTION AND ANY SUBSEQUENT GRADING OR EXCAVATION UNLESS OTHERWISE NOTED. ALL MATERIALS, DEBRIS, PULL VEHICLES OR EQUIPMENT BE STORED WITHIN THIS ENCLOSURE.

LEGEND



EAST GREYHER STREET
EAST WINTER STREET



EAST WILLIAMS STREET
EAST WILLIAMS STREET

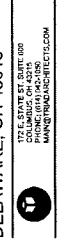
1 CONGER ELEMENTARY SCHOOL
SCALE: 1" = 30'



EDGE
 1700 W. STATE STREET, SUITE 100
 COLUMBUS, OHIO 43215
 614.896.3343

CONGER ELEMENTARY SCHOOL - ADDITIONS

DELAWARE CITY SCHOOLS
 599 PENNSYLVANIA AVE.
 DELAWARE, OH 43015



Project Number
11000200

DRAWN BY: J.E.
 CHECKED BY: B.G.
 PROJECT NUMBER: 2608
L-101
 TREE PRESERVATION PLAN

PLANT MATERIALS LIST NOTE CONTRACTOR RESPONSIBLE FOR PLANT QUANTITIES SHOWN ON PLAN

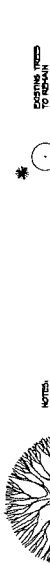
ITEM	COPPER NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
7	REPLACEMENT TREES				
	SPRING SIGN CRANESCAPE	Hamus Spring Snow	2' Cal.	BIB	1/4" CP REPLACEMENT
20	SHRUBS				
	INDICATOR	Thorn & Reddi Nelder	24" Hg.	BIB	
	SPRINKLER	Japanese Ornamental Spotted	6' Hg.	BIB	

- GENERAL NOTES**
1. CONTRACTOR SHALL VERIFY ALL TREE AND SHrub LOCATIONS AND VERIFY CONTRACTOR'S RESPONSIBILITY FOR THE REMOVAL OF ALL UTILITIES AND ALL UTILITIES SHALL BE PROTECTED BY ALL UTILITIES CALLING PROTECTIVE SERVICE TO MARK PRIOR TO CONSTRUCTION.
 2. EXISTING TREES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY THE HEALTH, QUALITY AND DEPTH. DO NOT REMOVE ANY TREE UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY THE HEALTH, QUALITY AND DEPTH. DO NOT REMOVE ANY TREE UNLESS OTHERWISE NOTED.
 3. CONTRACTOR RESPONSIBLE FOR COST OF REMOVAL TO EXISTING SITE CONDITIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY THE HEALTH, QUALITY AND DEPTH. DO NOT REMOVE ANY TREE UNLESS OTHERWISE NOTED.
 4. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN LAWN AREAS.
 5. THE GRADE LAIN AREAS TO PROVIDE A SMOOTH AND CONTINUAL GRADE FREE OF IRREGULARITIES OR DEPRESSIONS.
 6. CONTRACTOR SHALL KEEP ALL AREAS DISTURBED DURING CONSTRUCTION FREE OF DEBRIS.
 7. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERY STANDARDS.

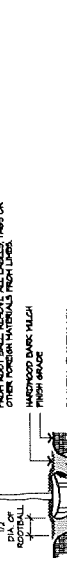
- CONSTRUCTION NOTES**
1. LAIN AREA WILL WITH TOPSOIL OR 2" SPREAD EXISTING STOCKPILE TOPSOIL. REMOVE EXISTING TOPSOIL AND REPLACE WITH 2" SPREAD TOPSOIL. ALL SURFACE.

- LEGEND**
- * EXISTING TREES TO REMAIN

2 SHRUB PLANTING



3 TREE PLANTING

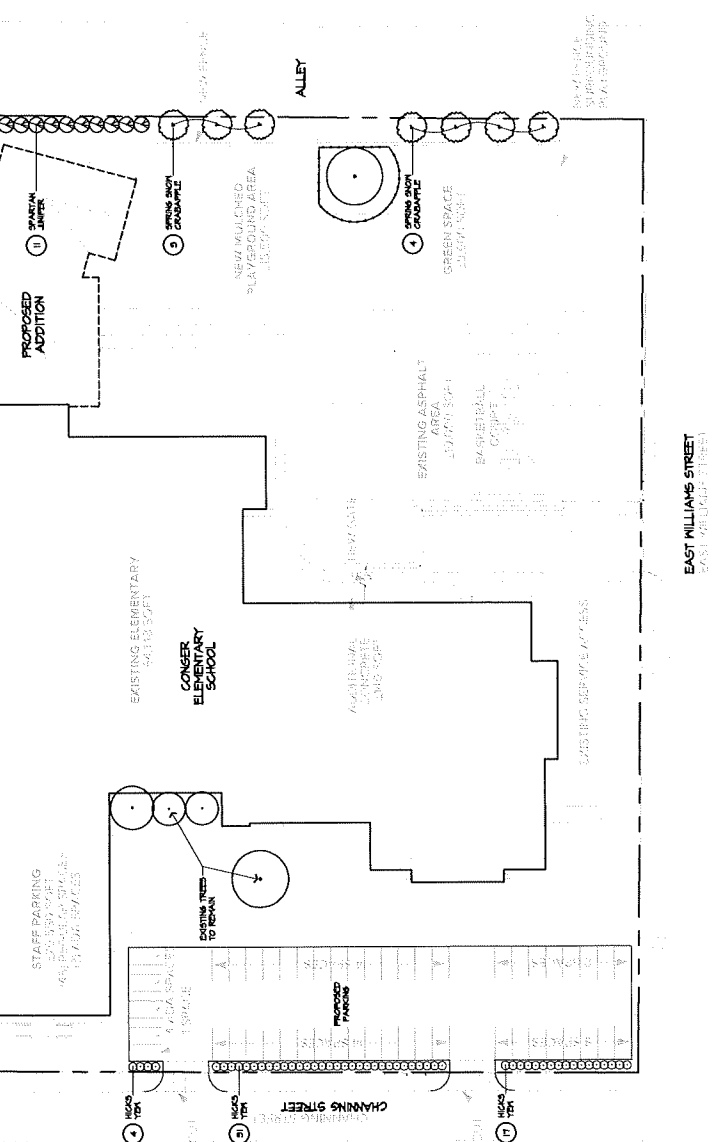


EDGE
 1700 EAST CHANNING STREET, SUITE 100
 COLUMBUS, OHIO 43215
 614.466.5341

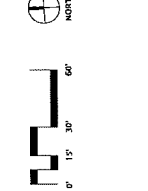
CONGER ELEMENTARY SCHOOL - ADDITIONS

DELAWARE CITY SCHOOLS
 599 PENNSYLVANIA AVE,
 DELAWARE, OH 43015

1715 STATE ST. SUITE 400
 COLUMBUS, OH 43215
 WWW.MINDGARDENARCHITECT.COM
 Project #2020
 11/04/2020



1 CONGER ELEMENTARY SCHOOL
 SCALE 1" = 30'



L-102
 PLANTING PLAN

DRAWN BY: BG
 CHECKED BY: BG
 PROJECT NUMBER: 2020



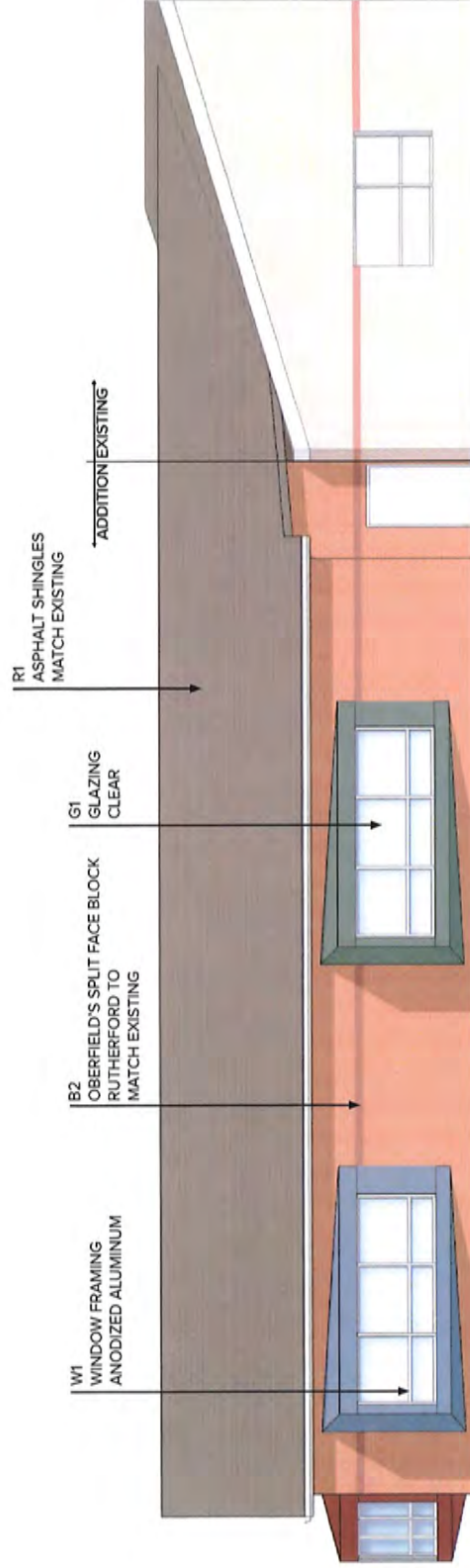
DELAWARE CITY SCHOOLS CONGER ELEMENTARY SCHOOL ADDITION
PLANNING COMMISSION SUBMISSION

NOVEMBER 04, 2020



TRIAD Architects

CONGER ELEMENTARY SCHOOL
 EXTERIOR ADDITION ELEVATIONS



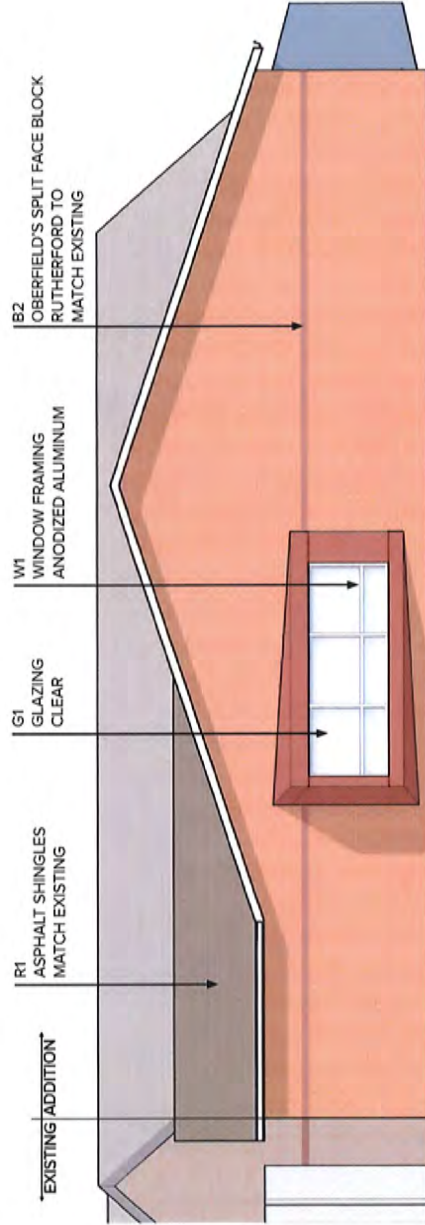
1 NORTH ELEVATION
 1/8" = 1'-0"

- M3 METAL ROOF AND WALL PANELS BRITTE RED
- M2 METAL ROOF AND WALL PANELS SLATE BLUE
- M1 METAL ROOF AND WALL PANELS EVERGREEN
- B1 BELDON BRICK MATCH EXISTING

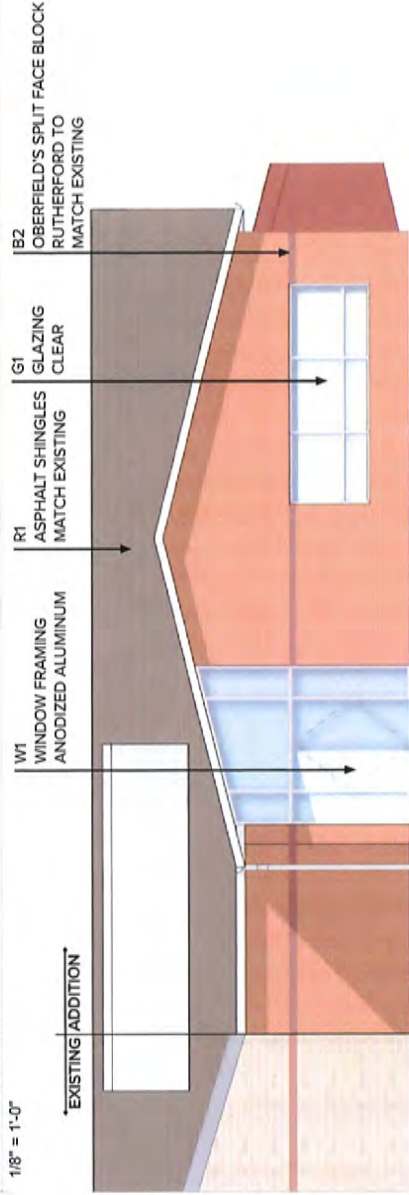


DELAWARE CITY SCHOOLS
 CONGER ELEMENTARY SCHOOL

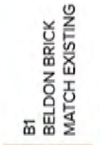
CONGER ELEMENTARY SCHOOL
EXTERIOR ADDITION ELEVATIONS



2 EAST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"



CONGER ELEMENTARY SCHOOL



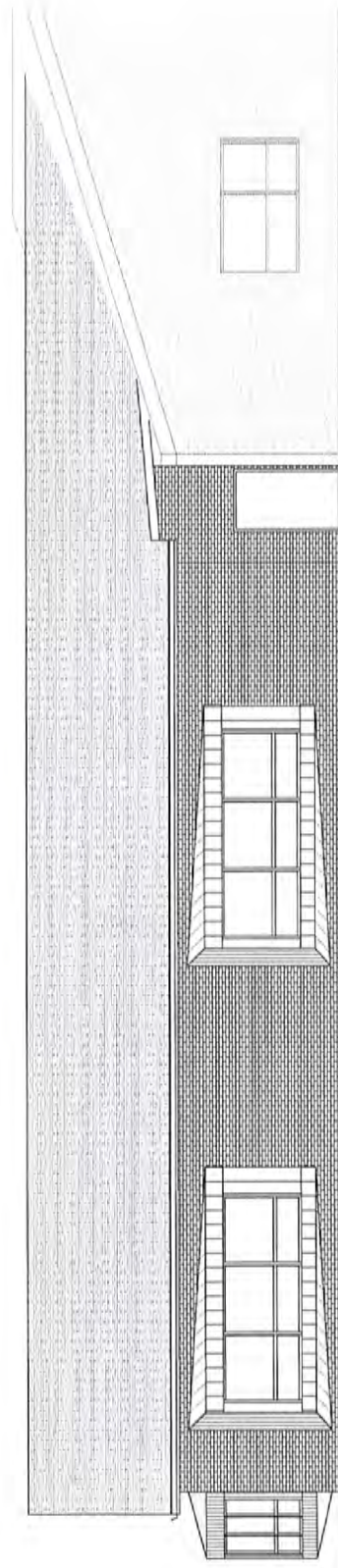
1 WINTER STREET ELEVATION
1/32" = 1'-0"



2 WINTER STREET ELEVATION
1/32" = 1'-0"



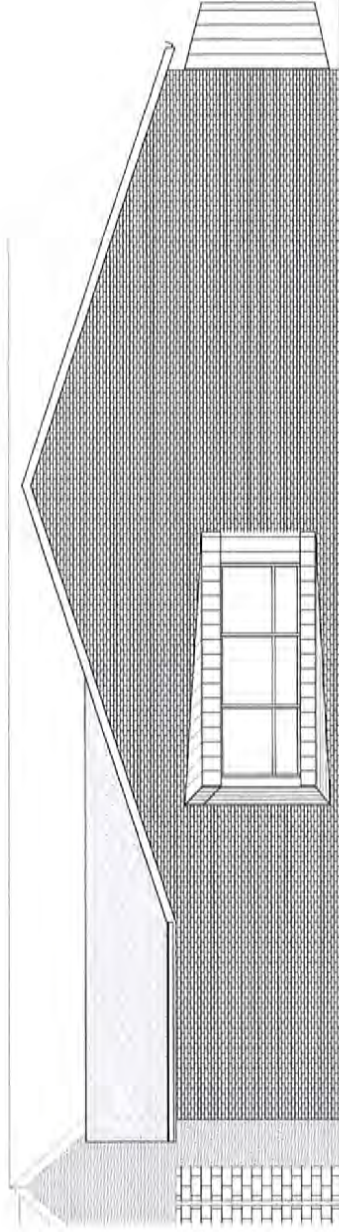
CONGER ELEMENTARY SCHOOL
EXTERIOR ADDITION ELEVATIONS



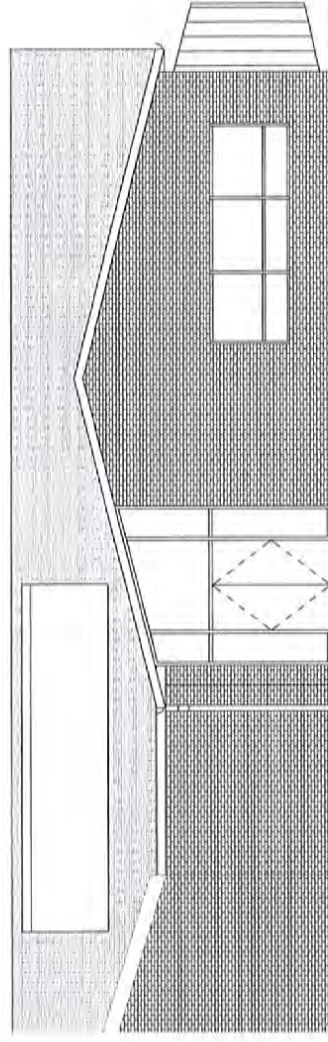
1 NORTH ELEVATION
1/8" = 1'-0"



CONGER ELEMENTARY SCHOOL
EXTERIOR ADDITION ELEVATIONS



3 EAST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"





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



Project # _____ Case # _____

Planning Commission

- | | | |
|---|---|---|
| <input type="checkbox"/> Amended Final Development Plan | <input type="checkbox"/> Final Development Plan Extension | <input type="checkbox"/> Substitution of a Non-Conforming Use |
| <input type="checkbox"/> Amended Final Subdivision Plat | <input type="checkbox"/> Final Subdivision Plat | <input type="checkbox"/> Vacation-Alley |
| <input type="checkbox"/> Amended Preliminary Development Plan | <input type="checkbox"/> Final Subdivision Plat Extension | <input type="checkbox"/> Vacation-Easement |
| <input type="checkbox"/> Amended Preliminary Subdivision Plat | <input type="checkbox"/> Floodplain Permit | <input type="checkbox"/> Vacation-Street |
| <input type="checkbox"/> Annexation Review | <input type="checkbox"/> Lot Split | Board of Zoning Appeals |
| <input 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 checked="" 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 Conger Elementary School Address 10 Channing St, Delaware, OH 43015

Acreage 4.05 Square Footage 67,150 Number of Lots _____ Number of Units _____

Zoning District/Land Use R-4 Proposed Zoning/Land Use R-4 Parcel # 519-442-22-008-000

Applicant Name TRIAD Architects Contact Person Kevin Kindy

Applicant Address 172 East State Street, Suite 600, Columbus, OH 43215

Phone 614-942-1050 Fax _____ E-mail kkindy@triadarchitects.com

Owner Name Delaware City Schools Contact Person Jason Sherman

Owner Address 74 West William Street

Phone 740-833-1880 Fax 740-833-1799 E-mail shermaja@delawarecityschools.net

Engineer/Architect/Attorney TRIAD Architects Contact Person Kevin Kindy

Address 172 East State Street, 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 0130
Owner Signature

Delaware City Schools
Owner Printed Name

Kevin Kindy
Agent Signature

Kevin Kindy
Agent Printed Name

Sworn to before me and subscribed in my presence this 3rd day of November, 2020.

Notary Stamp

David Stewart
Notary Public

EST 1808
CITY OF DELAWARE
OHIO
2024

SCHEDULE OF FEES

Application	Fee	
	Single-Family Lot	All Other Development ¹
Comprehensive Plan Amendment	\$500	\$500
Rezoning	\$250	\$500 plus \$100 per acre
Concept Plan	Non-applicable ²	\$500
Preliminary Development Plan	Non-applicable	\$750 plus \$50 per acre or \$100 per dwelling unit if multi-family or condominium
Final Development Plan	Non-applicable	\$1,000 plus \$50 per acre or \$100 per dwelling unit if multi-family or condominium
Combined Preliminary & Final Development Plans	Non-applicable	\$1,000 plus \$50 per acre or \$100 per dwelling unit if multi-family or condominium
Development Plan Exemption	Non-applicable	\$500
Development Plan Amendment	Non-applicable	\$750
Development Plan-Approval Deadline Extension	Non-applicable	\$500
Conditional Use Permit (Planning Commission or Board of Zoning Appeals)	\$150	\$500
Variance (Zoning)	\$150	\$300 for the first variance and \$50 for each subsequent variance
Substitution of a Non-Conforming Use	\$25	\$200
Appeal of an Administrative Decision	\$25	\$200
Code Interpretation/ Determination	\$25	\$100
Determination of a Substantially Similar Use	Non-applicable	\$75
Variance: Extension of the Approval Deadline	\$25	\$150
Preliminary Plat	Non-applicable	\$750 plus \$100 per lot or \$50 per acre if a non-single-family subdivision plat
Final Plat	Non-applicable	\$1,000 plus \$100 per lot or \$50 per acre if a non-single-family subdivision plat
Amended Plat (Preliminary or Final Plat)	Non-applicable	\$750
Extension of the Plat Approval Deadline	Non-applicable	\$500
Subdivision Variance	Non-applicable	\$300 for the first variance and \$50 for each subsequent variance
Lot Split (Minor Subdivision)	\$75	\$100 plus \$50 per lot to be split
Floodplain Use Permit	\$100	\$300
Floodplain Letter of Interpretation	\$50	\$200
Alley, Street, or Easement Vacation	\$100	\$250
Annexation Review	\$50	\$500

¹ Includes single-family subdivision plats.

² "Non-Applicable" means that the noted application does not apply to an existing single-family lot. If the code is amended to extend an application to single-family lots, then the appropriate fee must be established.



FACT SHEET

AGENDA ITEM NO: 16

DATE: 12/14/2020

ORDINANCE NO: 20-89

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
JANUARY 11, 2021 @ 7:30 P.M.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR HOMEPORT FROM B-4 (COMMUNITY BUSINESS DISTRICT) AND R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) TO R-4 PMU (MEDIUM DENSITY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) AT 50 CHANNING STREET ON APPROXIMATELY 5.38 ACRES.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on December 2, 2020.

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. 20-89

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR HOMEPORT FROM B-4 (COMMUNITY BUSINESS DISTRICT) AND R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) TO R-4 PMU (MEDIUM DENSITY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) AT 50 CHANNING STREET ON APPROXIMATELY 5.38 ACRES.

WHEREAS, the Planning Commission at its meeting of December 2, 2020 recommended approval of a Rezoning Amendment for Homeport from B-4 (Community Business District) and R-4 (Medium Density Residential District) to R-4 PMU (Medium Density Residential District with a Planned Mixed Use Overlay District) at 50 Channing Street on approximately 5.38 acres (PC Case 2020-2571).

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

SECTION 1. That the Rezoning Amendment for Homeport from B-4 (Community Business District) and R-4 (Medium Density Residential District) to R-4 PMU (Medium Density Residential District with a Planned Mixed Use Overlay District) at 50 Channing Street on approximately 5.38 acres, is hereby confirmed, approved, and accepted with the following condition that:

- 1. Any new structure(s) or any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.

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: _____, 2020

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 17

DATE: 12/14/2020

ORDINANCE NO: 20-90

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
January 11, 2021 @ 7:30 P.M.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR HOMEPORT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED AT 50 CHANNING STREET ON APPROXIMATELY 5.38 ACRES.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on December 2, 2020.

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. 20-90

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR HOMEPORT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED AT 50 CHANNING STREET ON APPROXIMATELY 5.38 ACRES.

WHEREAS, the Planning Commission at its meeting of December 2, 2020 recommended approval of a Conditional Use Permit for Homeport allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established at 50 Channing Street on approximately 5.38 acres (PC Case 2020-2572).

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

SECTION 1. That the Conditional Use Permit for Homeport allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established at 50 Channing Street on approximately 5.38 acres, is hereby confirmed, approved, and accepted.

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

VOTE ON RULE SUSPENSION: YEAS___ NAYS___
ABSTAIN ___

PASSED: _____, 2020 YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK MAYOR



FACT SHEET

AGENDA ITEM NO: 18

DATE: 12/14/2020

ORDINANCE NO: 20-91

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR HOMEPORT FOR A 52 UNIT MIXED USE RESIDENTIAL DEVELOPMENT AT 50 CHANNING STREET ON APPROXIMATELY 5.38 ACRES AND ZONED R-4 PMU.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1129.04 requirements of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission recommended approval by a vote of 7-0 on December 2, 2020.

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. 20-91

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR HOMEPORT FOR A 52 UNIT MIXED USE RESIDENTIAL DEVELOPMENT AT 50 CHANNING STREET ON APPROXIMATELY 5.38 ACRES AND ZONED R-4 PMU.

WHEREAS, the Planning Commission at its meeting of December 2, 2020 recommended approval of a Preliminary Development Plan for a 52 unit mixed use residential development at 50 Channing Street on approximately 5.38 acres and zoned R-4 PMU (PC Case 2020-2573) and

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

SECTION 1. That the Preliminary Development Plan for a 52-unit mixed use residential development at 50 Channing Street on approximately 5.38 acres and zoned R-4 PMU, 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. A new sidewalk on the south side of Vernon Avenue along the frontage of the subject property shall be required along with maintaining the existing sidewalk on Channing Street
3. Any dumpster shall be enclosed by brick or stone that matches the building with wood doors painted or stained to match.
4. The proposed apartment building, townhouses and single-family houses shall achieve compliance with the design standards of the approved development text.
5. A building material enhancement on the south elevation of the townhouses shall be required and approved by staff with the Final Development Plan.
6. The applicant shall provide with the Final Development Plan a tree survey for the entire site that documents the total number of trees and caliper inches on the site per the approved development text and Chapter 1168 Tree Preservation Regulations.

7. Street trees shall be installed along Channing Street, Vernon Avenue and along the private street in the single-family development in Sub-Area 3.
8. In Sub-Area 3, trees shall be planted on along the north side of the private street to buffer the single family lots to the north
9. A 4 to 6-foot-high mound (or the highest feasible while accounting for drainage, etc.) with landscaping shall be installed just east of the townhomes (in Section 2) to buffer the single-family houses.
10. A continuous screen of landscaping a minimum 6 feet high shall be located just south of the townhouses to buffer the single-family house to the south.
11. An open space/play area located just south of the required turn-around area on the private street in eastern portion of Sub-Area 3 shall be required.
12. An open space/ park plan with amenities and the like within each open space and play area that shall be submitted and approved during the Final Development Plan process
13. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
14. A lighting plan shall be reviewed and approved by the City.
15. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
16. The entire development would have to achieve compliance with the minimum engineering, public works and 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: _____, 2020

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

APPLICANT/OWNER

Homeport
562 East Main Street
Columbus, Ohio 43215

REQUEST

2020-2571: A request by Homeport for approval of a Rezoning Amendment from B-3 (Community Business District) and R-4 (Medium Density Residential District) to R-4 PMU (Medium Density Residential District with a Planned Mixed-Use Overlay District) at 50 Channing Street on approximately 5.38 acres.

2020-2572: A request by Homeport for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Development) to be established at 50 Channing Street on approximately 5.38 acres.

2020-2573: A request by Homeport for approval of a Preliminary Development Plan for a 52-unit mixed use development at 50 Channing Street on approximately 5.38 acres and zoned R-4 PMU.

PROPERTY LOCATION & DESCRIPTION

The subject 5.38-acre site is located at 50 Channing Street and is the current location of the Delaware County Building and Engineering Department. The subject site is zoned B-3 (Community Business District). The properties to the north are zoned R-3 (One-Family Residential District) and R-4 while the properties to the east, west and south are zoned R-4.

BACKGROUND/PROPOSAL

The developer is currently working to purchase the 5.38 acre Delaware County Building and Engineering property and redevelop the site into a 52 unit mixed use residential development that would contain 24 apartment units within the current building (Sub-Area 1), 20 attached townhomes located just south of the building (Sub-Area 2) and 8 single family detached homes and lots (Sub-Area 3) located just east of the existing building for a density of 9.66 units per acre. The northeastern portion of the existing building would be demolished while the remainder of the building would be renovated and the storage garage structure to the east of the building would be demolished. The mixed-use residential development would be accessed by two curb cuts on Channing Street and a single curb cut on Vernon Avenue as the site is accessed today that would extend to private streets and parking lots with the streets needing to be constructed to public standards. In total, the development would have 122 parking space for the 52 residential units some of which would be located on the current parking lot on the west side of Channing Street.

STAFF ANALYSIS

- **COMPREHENSIVE PLAN:** The Comprehensive Plan Future Land Use Map recommends a future land use of Institutional for the subject site in the Near East Sub-Area reflecting the existing institutional use. The current submitted plan did not anticipate a change to this site and the City is progressing with an update to the comprehensive plan currently and there is not a practical reason in changing this future land use designation at this time.

This proposal is to provide for a mixed unit residential development. This developer, Homeport, would seek tax credits through the Ohio Housing Finance Authority (OHFA). The requirements of OHFA includes providing for a mix of incomes, active and excellent on-site management, as well as numerous other oversight and regulatory requirements for this development. Typically, this involves a minimum of 15-year period of oversight and active management with an additional 15 years (30 total years) period extended thereafter. With a mix of unit types and incomes this could help provide additional market rate, affordable and workforce housing in the community.

- **ZONING:** As previously mentioned, the zoning for the subject site is B-3 and R-4 (the parking lot located west of Channing Street) which does not allow the all proposed residential uses and the applicant is proposing a Planned Mixed Use Overlay District (PMU) to prepare a specific plan and zoning text that is compatible with and provides a reasonable transition to the adjacent residential uses. The PMU Overlay ultimately gives the City the most control of the proposed uses and plan now and into the future while providing some flexibility to the applicant to propose a mixed-use development with buffering and design standards to

complement the existing neighborhood. The PMU is the only true planned district in the City of Delaware zoning toolbox that allows an Applicant and the City to craft a zoning solution unique to the site and needs of this particular development. The PMU approach, through a negotiated process, allows the applicant to craft a zoning text that is able to support a different development pattern while ensuring the City has retained, and in many cases gained, control of the development to ensure a very specific and higher quality development than which could otherwise be achieved through a base zoning district. The current B-3 zoning district would allow several commercial uses that would likely be more impactful to the neighborhood than the proposed residential development. Along with the zoning amendment to a PMU, the zoning process would also require Conditional Use Permit, Preliminary Development Plan and Final Development Plan approval by the Planning Commission and City Council.

- **GENERAL ENGINEERING:** The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND ACCESS:** The proposed 52-unit mixed use residential development would not generate enough traffic to require a traffic impact study per the City Engineer. The mixed-use development would be accessed by two curb cuts on Channing Street and a single curb cut on Vernon Avenue that would extend to private streets and parking lots that would need to be constructed to public standards per the City Engineer. In addition, the development shall achieve compliance with minimum Engineering and Fire Department requirements.
- **PEDESTRIAN CONNECTIVITY:** There are not any bike paths proposed in this area per the adopted Bicycle and Pedestrian Master Plan 2027. However, a new sidewalk on the south side of Vernon Avenue along the frontage of the subject property would be required along with maintaining the existing sidewalk on Channing Street. Also, a sidewalk crossing to the 25-space parking lot on the west side of the Channing Street would need to be installed per the City Engineer. Internally, a sidewalk on the southside of the single family lots in Sub-Area 3 would be required along with the private sidewalks proposed throughout Sub-Areas 1 and 2. The interior sidewalk network shall be extended to connect to Channing Street and Vernon Avenue sidewalks in the Final Development Plan.
- **SITE CONFIGURATION:** The proposed mixed-use development would be divided into three Sub-Areas. Sub-Area 1 contains the existing three-story building which would be converted to 24 apartments with 37 parking spaces with 25 additional spaces located across Channing Street to the west. The northeastern portion of the building would be demolished. Sub-Area 2 would contain 20 two-story attached townhouses (in three buildings) with 44 parking spaces located just south of the existing building. In Sub-Area 3, the existing storage garage would be demolished and 8 single family lots with two story detached houses each with an attached garage that would be a minimum 1,500 square feet in size would be constructed in this area. Each house would have a minimum 2 parking spaces. In total, the subject development would have 122 parking spaces for the 52 residential units while only 104 parking spaces are required per the zoning code. As mentioned above, the development would have two curb cuts from Channing Street and one curb cut on Vernon Avenue with street connections between all the sub-areas. There would be open space for play areas between Sub-Areas 1 and 2 and Sub-Areas 1 and 3. Staff also suggests an open space being located just south of the required turnaround area in the eastern portion of Sub-Area 3. A single mailbox cluster area would be located just south of the existing building while staff suggests potentially having a mailbox area within each sub-area. The dumpster is located in the open area between Sub-Area 1 and 2. The dumpster, shall be enclosed by a brick or stone wall that matches the building with wood doors painted or stained to match. Furthermore, the applicant indicated they would install fencing around their property perimeter where appropriate for security purposes. Staff suggests the applicant work with the City to place the dumpster on the site in a location that allows for it be accessible while opening up the current location for additional open space. The dumpster shall be placed internally within the site to allow for access for residents while minimizing the impact to the adjacent neighboring uses.
- **BUILDING DESIGN:** While the PMU Overlay has many benefits for both the City and the Applicants, perhaps the most significant benefits are the control upon the use and the architectural and building material

design control it allows the City and negotiated flexibility it offers the applicants to produce a development that is better than one that would be executed under a base zoning designation.

In Sub-Area 1, the existing brick and EFIS building would be preserved with exterior design upgrades and accents that would be provided in the Final Development Plan submittal. In Sub-Area 2, the two-story townhouses would be constructed with a mix of fiber cement siding and Delaware blue view limestone on the front elevation (vinyl siding on the remainder of the elevations) with a pitched roof with dimension shingles. The trim, gutters and downspouts would match the color scheme of the townhouses. Also, the south side of the townhouses elevation's adjacent to the single-family house to the shall be enhanced. A wood fence along the front of attached units would add a landscape design feature to the development. In Sub-Area 3, the two-story detached single-family houses would have a one car garage and a front porch. The houses would be constructed with a mix of Delaware blue vein limestone on the first floor and fiber cement siding on the first and second floors on the front elevations (vinyl siding on the remainder of the elevations) with a pitched roof with dimensional shingles. The trim, gutters and downspouts would match the color scheme of the houses. In conclusion, the proposed building materials for the apartment building, townhouses and single-family houses appear to be consistent with other recently approved single and multi-family developments and Chapter 1171 Residential Design Standards,

- **LANDSCAPING & SCREENING:** The proposed development would require a comprehensive landscape plan that includes street trees, front yard trees, parking lot landscaping, foundation landscaping and perimeter buffering. Street trees would be required along Channing Street, Vernon Avenue and along the single-family lot private street in Sub-Area 3. Also, trees shall be planted along the north side of the private streets to buffer the single family lots to the north. The apartment building in Sub-Area 1 and townhouse in Sub-Area 2 would require front yards trees around the buildings and parking lot landscaping per the zoning code. Also, the developer is proposing a 4 to 6-foot-high mound with landscaping to be located just east of the townhouses to buffer the single-family houses to the east. Also, a continuous screen of landscaping a minimum 6-foot-high shall be located just south of the townhouses to buffer the single-family house to the south. A privacy fence in additional to the landscaping could be added as well. The exact type and location of landscaping and screening shall be determined during the Final Development Plan approval process. All landscaping plans shall be reviewed and approved by the Shade Tree Commission.
- **OPEN SPACE/PARK AREA:** The applicant is proposing a playground/open space area between Sub-Areas 1 and 3 and between Sub-Areas 1 and 2. Also, staff would require an open space just south of the required turn-around area on the private street in eastern portion of Sub-Area 3. Staff would require an open space/park plan with amenities and the like within each open space and play area that would need to be submitted and approved during the Final Development Plan process.
- **TREE REMOVAL & REPLACEMENT:** The subject site has trees scattered throughout the development and the applicant shall provide a tree survey for the entire site that documents the total number of trees and caliper inches on the site. The Final Development Plan would need to identify which trees are being preserved and which trees are being eliminated and any removal and replacement would need to achieve compliance with the development text and Chapter 1168 Tree Preservation Requirements. This is a similar approach to other approved PMU developments.
- **GATEWAYS & CORRIDORS PLAN:** Any proposed signage would need to be documented during the Final Development Plan approval process. Also, any monument signage shall achieve compliance with the minimum zoning requirements and the adopted Gateways & Corridors Plan.
- **LIGHTING:** A lighting plan that identifies light poles and building lights with an illumination plan would need to be submitted during the Final Development Plan approval process. Any light poles would need to be black with a maximum height of 25 feet and have cut off-style light fixtures. All lighting plans would need to be submitted, reviewed and approved by the City and achieve compliance with the minimum zoning requirements. Staff would recommend the use of more, lower and low-light level (cut-off or recessed) light such as carriage lights on the site to better fit with the residential character of the area and minimize lighting on and off the site.
- **REFUSE SERVICE:** The Public Works Department indicated refuse collection for the single-family lots would be public with tip cart service while the apartments and townhouses could be public or private dumpster servie. If public, it would have to meet the minimum City requirements for refuse pick-up.

- **CONDITIONAL USE PERMIT:** The proposed development achieves compliance with conditional use permit requirements per the zoning code and approved development text.
-

STAFF RECOMMENDATION (2020-2571 – REZONING AMENDMENT)

Staff recommends approval of a request by Homeport for a Rezoning Amendment from B-3 (Community Business District) to R-4 PMU (Medium Density Residential District with a Planned Mixed-Use Overlay District) at 50 Channing Street on approximately 5.38 acres, with following condition that:

1. Any new structure(s) or any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.
-

STAFF RECOMMENDATION (2020-2572– CONDITIONAL USE PERMIT)

Staff recommends approval of a request by Homeport for a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Development) to be established at 50 Channing Street on approximately 5.38 acres.

STAFF RECOMMENDATION (2020-2573– PRELIMINARY DEVELOPMENT PLAN)

Staff recommends approval of a request by Homeport for a Preliminary Development Plan for a 52 mixed-use development at 50 Channing Street on approximately 5.38 acres and zoned R-4 PMU, 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. A new sidewalk on the south side of Vernon Avenue along the frontage of the subject property shall be required along with maintaining the existing sidewalk on Channing Street
3. Any dumpster shall be enclosed by brick or stone that matches the building with wood doors painted or stained to match.
4. The proposed apartment building, townhouses and single-family houses shall achieve compliance with the design standards of the approved development text.
5. A building material enhancement on the south elevation of the townhouses shall be required and approved by staff with the Final Development Plan.
6. The applicant shall provide with the Final Development Plan a tree survey for the entire site that documents the total number of trees and caliper inches on the site per the approved development text and Chapter 1168 Tree Preservation Regulations.
7. Street trees shall be installed along Channing Street, Vernon Avenue and along the private street in the single-family development in Sub-Area 3.
8. In Sub-Area 3, trees shall be planted on along the north side of the private street to buffer the single family lots to the north
9. A 4 to 6-foot-high mound (or the highest feasible while accounting for drainage, etc.) with landscaping shall be installed just east of the townhomes (in Section 2) to buffer the single-family houses.
10. A continuous screen of landscaping a minimum 6 feet high shall be located just south of the townhouses to buffer the single-family house to the south.
11. An open space/play area located just south of the required turn-around area on the private street in eastern portion of Sub-Area 3 shall be required.
12. An open space/ park plan with amenities and the like within each open space and play area that shall be submitted and approved during the Final Development Plan process
13. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.

14. A lighting plan shall be reviewed and approved by the City.
15. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
16. The entire development would have to achieve compliance with the minimum engineering, public works and fire department requirements.

COMMISSION NOTES:

FILE:
ORIGINAL: 11/23/20
REVISED:

PLANNED MIXED USE DEVELOPMENT TEXT
HOMEPORT RESIDENTIAL DEVELOPMENT
50 CHANNING STREET
DELAWARE, OHIO

1. DESCRIPTION OF DEVELOPMENT

Homeport builds and manages high quality housing mixed income levels including low to moderate income individuals, families and seniors. They are proposing to rezone the existing 5.26 acre site which currently accommodates the Delaware County Building and Engineering Departments and County Garage from B-3 (Community Business District) to R-4 (Medium Density Single Family) with a PMU (Planned Mixed Use) Overlay District for a 52 unit mixed use residential development. The developer would renovate the existing office building into 23 apartment units (Sub-Area 1) while the existing garage/storage area would be demolished in addition to a later building addition on the east side of the primary office building. Eight detached single-family lots (Sub-Area 3) would be constructed where the garage/storage area is located, and 20 attached single-family townhouse type units (Sub-Area 2) would be constructed where the current parking lot is located just south of the existing building.

2. GENERAL DEVELOPMENT STANDARDS

- A. **Purpose and Intent.** It is the intent of the developer to provide a planned residential mixed income and mixed unit type development with high quality site improvements and architectural design. This Development Text represents the zoning requirements for this development.
- B. **Conformance with Codified Ordinances and City Policy.** Unless noted otherwise within this development text, all development will be constructed and provided in conformance with the then current Codified Ordinances and City Policy in effect at the time of application.
- C. **Limitations.** Nothing in this text shall prohibit additional restrictions or requirements from being placed on the approval of any Final Development Plan (FDP).
- D. **Major Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent major modification to that plan shall only be permitted by resubmission and approval of a revised Final Development Plan through the procedures set forth in the Zoning Code. Major modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
- (1) Any major change in the use or occupancy other than those uses specifically listed in this text.
 - (2) Major change in the approved location of land uses and/or buildings and building sizes of more than 10%.

- (3) Substantial alteration of the basic geometry of the road layout and/or operation characteristics of any element of the approved access points and parking facilities that result in a change in operating characteristics or character.

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

- (1) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning & Community Development.
- (2) Any minor change to the use or occupancy of the structures onsite other than those uses specifically allowed in this text or any minor changes to the approved site layout.
- (3) Minor alteration of the basic geometry of the road layout and/or operation characteristics of any element of the approved access points and parking facilities that result in a change in operating characteristics or character.
- (4) Minor structural alterations that do not alter the overall design intent of the building.

F. **Preliminary & Final Development Plan**

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

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

- (1) Trees in poor condition shall not be replaced (dead, damaged or diseased).
- (2) Trees in fair condition shall be replaced at 50%.
- (3) Trees in good condition shall be replaced at 100%
- (4) Ash trees shall not be replaced and must be removed from the site, except in the permanently preserved areas.
- (5) Other tree species considered by the City Arborist to be a species of poor quality will be considered as such with a 0% replacement value.
- (6) If a tree survey is completed for the entire site (preferred method) showing existing trees, their caliper inches and those that will be preserved or removed the schedule above shall be applied for both preserved and removed trees. If no survey is supplied, Chapter 1128 shall be used with the replacement schedule noted above for any trees removed and no credit shall be granted for any trees preserved.
- (7) The schedule above shall be applied to the proposed Final Development Plan and tree survey (if supplied) for preservation and removal of trees. This shall be done prior to or concurrent with the Final Development Plan submission. If a tree survey as above is supplied trees proposed to be permanently preserved shall be given credit based upon their caliper inches per the tree survey and the schedule above calculated against the total caliper inches proposed to be removed (again in accordance with the schedule above and the tree survey). If there still remains a balance of caliper inches due, the developer shall replant this on site in addition to any required or proposed trees, shall make a payment in lieu of replanting these trees at \$100 per caliper inch, or any such combination that achieves a zero balance.

3. SITE PLAN

The subject project is located primarily east of Channing Street and south of Vernon Avenue on the 5.26-acre site of the current Delaware County Building and Engineering Department. The existing building would be renovated (with a later addition on the east side slated for removal) and converted into a 24 unit apartment building. The existing garage/storage area to the east of the main building would also be demolished and converted into an 8 lot detached single-family subdivision while the existing parking lot just south of the main building would be the location of 20 two-story, attached single-family townhouse units (rental). A parking lot is proposed just east of the renovated building while parking for the townhouse units would be located in front of the buildings off the access drives. Two curb cuts from Channing Street would access the site while a curb cut on Vernon Avenue would also be used. A 32-space parking lot connects the curb cuts on Vernon Avenue and Channing Street. An open space with park amenities would be located just east of the parking lot. A dumpster corral for the entire development would be located just south of main apartment building and west of the parking lot. Also, an earthen mound of 4-6 feet, subject to ensuring adequate drainage and sight lines at intersections as well as no more than a 3:1 slope for mowing/maintenance together with landscaping would buffer the townhouse units from the existing single-family detached homes to the east and south.

4. SITE USES

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

- (1) **Permitted Uses.** Permitted uses (P) are permitted by-right and shall meet all development standards specified within this text and the Zoning Code in effect at the time of this application, as applicable.
- (2) **Conditionally Permitted Uses.** In addition to all standards specified within this development text, uses listed as conditionally permitted uses (C) shall meet all the then current Zoning Code standards for approval of a Conditional Use Permit current at the time of application for the specific conditional use as well as any other regulations contained within the Zoning Code and applicable to the conditional use.
- (3) **Limited Uses.** Limited uses (L) shall be considered permitted uses subject to complying with all the specific limitations and restrictions as specified within this text effective upon Final Development Plan approval.
- (4) **Accessory Uses and Structures.** Although not specified in the chart below, accessory uses (A), which are considered allowed uses, include those items that are customarily incidental and secondary to the principal use of the land. Such items include but are not limited to signs, fences, trash receptacles and enclosures, and off-street parking areas. Accessory minor Home Occupations shall additionally be

considered accessory as they are defined within the current Zoning Code. Major Home Occupations shall not be permitted. If the uses are specified as conditional or limited uses the processes and limitations shall apply regardless of accessory use status.

Land Use Category	Uses
(a) Residential	
(1) Single-Family Detached Dwellings – Sub-Area 3	P – Sub-Area 3
(2) Multi-Family Dwellings– Maximum 24 units within the exiting footprint of the current Delaware County Building and Engineer’s Office – Sub-Area 1	For (a)(2) - L – Sub-Area 1
(3) Maximum 20 attached single-family townhouse type units (two-story) on approximately 1.33 acres south of the existing building - Sub-Area 2	For (a)(3) - L- Sub-Area 2
(b) Office and Professional Services	
(1) Offices – Administrative, Business and Professional	P
(2) Medical/Dental Offices health and allied services	P
(3) Research and development facilities within entirely enclosed buildings	P
(c) Community Facilities	
(1) Day Care Center – child/adult	C
(2) Library	P
(3) Public Safety and Service Facility	P
(d) Recreation	
(1) Public parks and playgrounds	P

L – Limited Use Requirements:

Multi-Family – Homeport owned and actively managed apartments for mixed income including low to moderate income individuals, families and seniors are permitted per the Development Plan approvals. The existing Delaware County Building and Engineering Office building shall contain a maximum 24 apartment units (no expansion to the current site plan and elevation of the building are permitted) while the approximately 1.33 acres south of the existing office building shall contain a maximum 20 two story single-family attached townhouse type units (rental) per the approved Preliminary Development Plan.

However, should Homeport fail to secure their requested Ohio Housing Finance Agency (OHFA) tax credit award for this proposed project any multi-family uses shall not be permitted or cease to be permitted and the zoning shall immediately revert to the proposed land use chart above for all uses except multi-family. Active, responsive, and responsible on-site management shall be an ongoing requirement for any multi-family uses and required common area maintenance on this site in order for the use to remain compliant with this text. Any other land use change in the future shall be permitted only through the normal and customary zone change procedures in effect at the time of application in the City of Delaware.

(5) Prohibited Uses.

- i) **Adult Entertainment Businesses:** (also known as sexually oriented businesses) are expressly prohibited from locating anywhere on the proposed Development site.
- ii) **Wireless telecommunication facilities:** New, non-small cell towers are expressly prohibited from the entire Development site
- iii) **Outdoor Storage:** No outdoor storage is permitted on the site which includes open dumps, mineral extraction, etc.
- iv) **Medical Marijuana:** No medical marijuana principal or accessory uses are permitted on the subject site.
- v) **Games of Skill:** Accessory or principle for-profit, non-charitable, skill based gaming uses oriented towards adults and designed to substantially mimic gambling devices such as but not limited to spinning skill stop games but not including traditional video arcade type games typically found in restaurant/party center arrangements, for example Dave & Buster’s, Magic Mountain, and Chuck E. Cheese

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

Lot Standards	
(1) Minimum lot area – single-family detached lots	7,000 sf or per approved FDP
(2) Minimum lot width -single-family detached lots	52-ft
(3) Single-family attached and Multi-Family lots	As shown on the PDP or altered per an approved FDP
(4) Single-family attached and Multi-Family lots	As shown on the PDP or altered per an approved FDP

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

Minimum Building Setbacks	
(1) Setback from Channing Street	25 ft.
(2) Single-family attached and Multi-Family – Setback from private streets	10 ft or as approved on a FDP whichever is greater
(3) Single-Family Detached Lots – front yard setback from private street	25 ft.
(4) Single-Family Detached Lots – rear yard setback	30ft.
(5) Single-Family Detached Lots – side yard setbacks	7-ft.

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

Minimum Parking Setbacks	
(1) Setback from Channing Street	25 ft.
(2) Setback from adjacent property lines generally.	25 ft.
a. Adjacent to single family zoned property to the east, south, and north.	30 ft.

E. **Maximum Building Height.** The maximum height of any new building or structure shall be 30 feet and a maximum of two stories in height except for architectural details such as towers, spires or roof cupulas. The height of the existing office building to be converted to residential use shall not be increased from the current except for screening of any mechanical equipment and the like.

F. **Building Design.** The subject structure shall achieve compliance with City development standards and per the approved development text. All units shall achieve compliance with the R-4 Residential Design Criterial and Performance Standards in Chapter 1171 and the following standards to ensure the intent of this regulation to create a cohesive and unified design throughout the entire development while varying colors and materials within a consistent overall design, color pallet, material, and architectural pattern as determined through the Final Development Plan review process that is not significantly dissimilar from the preliminary architectural renderings and that achieves compliance with the following requirements:

- (1) Architectural Elements
 - A. Similar architectural design elements and details shall be consistent throughout all elevations of the primary structure.
 - B. Windows, doors and/or other details must be present on all four sides of the structure in a manner that is consistent but secondary to the treatment used on the front elevation of the primary structure.

- C. Side elevations shall have a minimum wrap of 2 feet of materials used on the front elevations of the building corners. No brick or stone shall be required on the rear elevation (this elevation shall not be visible to the public) of any buildings.

(2) Exterior Building Materials

- A. A minimum of 25% of the front façade shall be brick, stone, or cultured stone.
- B. Cementitious siding (hardie plank) – (preferred)
- C. Vinyl shakes in gables and accent areas
- D. Horizontal or vertical vinyl siding (higher end) shall be permitted
- E. Vinyl or metal window or wood windows
- F. Vinyl or plastic detail pieces (i.e. brackets, dentil blocks, etc.)
- G. Other materials used as minor accents with administrative approval of Planning and Community Development Director
- H. Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, stone, or similar approved products as the exterior material and be designed in a consistent and cohesive manner to the principal building in which it serves.
- I. Mechanical Equipment shall be screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures as deemed appropriate. The height of such screening shall be equivalent to the height of the highest mechanical equipment.

(3) Roof Structures/Materials

- A. Gable, hip shed roof structures or combination thereof is permitted
- B. All structures shall have a primary roof structure having a 6-1/2 minimum pitch
- C. Secondary roof structures shall have a 3-1/2 minimum pitch
- D. Eave overhangs shall be a minimum of 12 inches and rake shall be a minimum 6 inches
- E. Minimum 30 year, 3-tab roof shingles
- F. Standing seam accent roof (minimal use)
- G. Dormers (active and inactive)
- H. Shingle colors shall be from the color range of natural materials; such as but not limited to wood shakes, slate, etc.

(4) Exterior Colors

- A. Siding Colors – applicant shall supply color pallet to be used for review with Final Development Plan
 - 1. Natural earth tones and/or warm neutral colors including white
 - 2. High chroma colors are not permitted
- B. Trim Colors - applicant shall supply color pallet to be used for review with Final Development Plan
 - 1. Natural earth tones and/or warm neutral colors including white
 - 2. Complementary or contrasting to siding color
 - 3. High-chroma colors are not permitted

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

- (1) The zoning code requires two spaces per unit for each single-family lot, single-family attached unit, or for each multi-family unit.
 - i. The single-family houses would have a minimum two spaces each with one being a one-car attached garage with each unit.
 - ii. The 20 attached townhouse units would have 44 parking spaces which achieve compliance with the parking standards,
 - iii. The three-story 23-unit building would have 37 parking spaces while 46 parking spaces would be required.

A, The applicant is proposing to leave the existing parking lot on the west side of Channing St. as a parking lot for the entire development which would provide an additional approximately 18 parking spaces above requirements for residents and visitors. In total then, the site would have more parking than the Zoning Code requires.

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

- (1) Street trees shall be required along the private drive with the 8-lot single family detached units.
- (2) The single-family detached units shall meet the landscape requirements in Chapter 1171 at building permit approval.
- (3) Street trees shall be installed along Channing Street, Vernon Avenue and the private in the single-family lot subdivision.
- (4) The 24-unit apartment building shall have a comprehensive landscape plan approved by staff.
- (5) The 20-unit, two-story attached townhouse units shall have a comprehensive landscape plan approved by staff.
- (6) A 4-6-foot-high earthen mound, the height subject to adjustment based on assuring adequate drainage, sight lines at intersections, and a slope not in excess of 3:1, with landscaping per an FDP shall be installed just east and south of the 20-unit, two-story attached townhouse units adjacent to the single-family homes.
- (7) Buffer yard and landscaping shall be included on the north side of the private drive adjacent to the single-family detached units per an FDP.
- (8) Parking lot landscaping and screening shall be installed per the zoning code.

I. **Lighting.** Building, site, and accent lighting shall be provided in accordance with the current zoning and building code at the submittal of the Final Development Plan.

J. **Signs.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165 Signs of the zoning code and adopted Gateways and Corridor Plan and shall be provided as part of the Final Development Plan.

- K. **Roads.** The private roads shall be constructed to public standards within the development as approved by the City Engineer. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plan.
- L. **Pedestrian/Bike Path.** The adopted Bicycle and Pedestrian Master Plan 2027 does not identify bike paths in this area. The existing sidewalk on Channing Street shall be maintained or reconstructed. Also, a sidewalk along Vernon Avenue shall be required along the frontage of the subject property. The proposed single-family detached subdivision and the balance of the development site shall have a sidewalk on a least one side of the corresponding streets per the FDP with the sidewalk for the single-family detached units being on the housing unit side of the street. Sidewalk connections shall connect the mix of land uses with the proposed open spaces and to the adjacent Channing Street sidewalk.
- M. **Utilities.** All new utilities(s) to be constructed and/or extended within the development shall comply with the City minimum requirements or as approved by the City. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plan.
- N. **Active Open Space:** There shall be at least 2 active open spaces for the development site with a tot lot, active field space, and other amenities as determined with the FDP. Preliminarily there are 3 potential locations for active open space including to the east of the main parking lot, to the north of the townhouse units, and at the east end of the single-family detached units. Programming all 3 areas is the desire intent.
- O. **Common Area Maintenance:** There shall be an association of homeowners/renters for the entire development that shall maintain all common areas, landscaping / mounding / playgrounds / tot lots / active field areas in common areas, street trees on private drives, parking areas, private streets, all sidewalks, and the like.

50 Channing Street Redevelopment

Plan Overview

Homeport proposes to redevelop the existing Delaware County Engineers property at 50 Channing Street, Delaware. There are three components to the concept, as shown on the proposed site plan:

- 1) The existing two-story office building will be preserved, except for the block garage on the east side. The office space on the first and second floors will be converted into housing, with 24 apartments, a community space for residents and an office for the property manager.
- 2) We will develop the large parking lot south of the existing office building with 20 two-story townhomes in three rowhouse buildings.
- 3) Eight detached, for-sale single-family homes are planned for the eastern end of the site, where the County's garage is now located.

The plan incorporates a mixed-income concept designed to meet diverse housing needs in the community for seniors and families. The first two components would utilize the housing tax credit available through the Ohio Housing Finance Agency (OHFA) to develop affordable rental housing. This program seeks to provide the community with energy-efficient, market-rate quality housing at a lower rent than would otherwise be possible. Apartments of each size are set aside for renters at different income levels: 30% of area median income (AMI), 50%, 60% and 80% AMI. Our plan would provide:

<u># Units</u>	<u># Bedrooms</u>	<u>Estimated Net Rent Range</u>
15	One	\$350-\$725
22	Two	\$420-\$1,000
7	Three	\$495-\$1,135

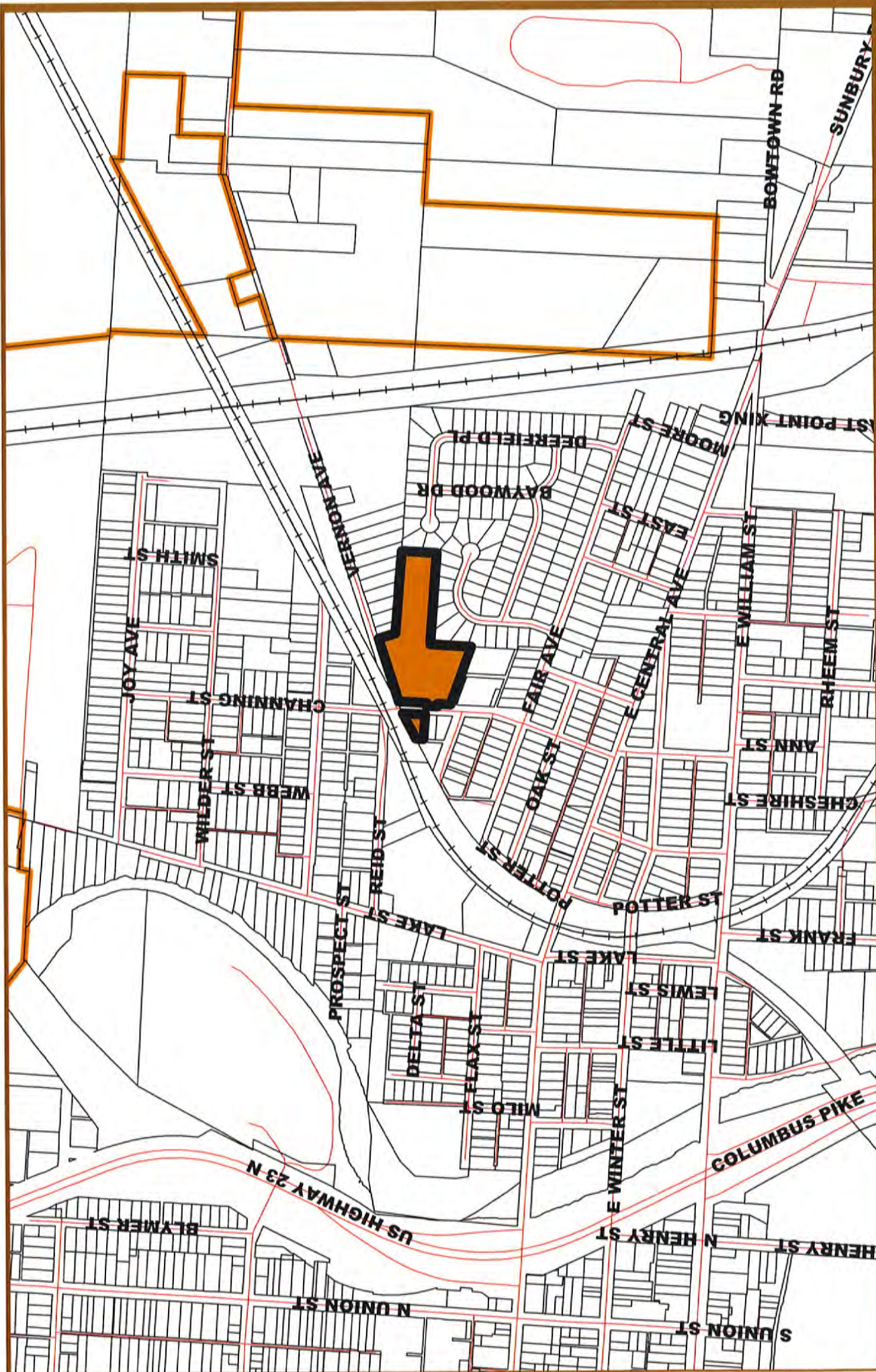
The 2020 income limits for Delaware County, based on household size, are as follows:
One Person \$47,150; Two Persons 53,900; Three Persons \$60,650; Four Persons \$67,350

The budget for development of the rental portion of the plan totals about \$10.5MM, with construction estimated at \$6.1MM. The budget would be financed with a combination of hard debt, a "soft" loan from OHFA and equity from the tax credit investors estimated at \$8MM.

Our third component of the plan for single-family homes assumes the development of eight homes on a new street to be constructed along the north side of the site. Homes in the range of 1500 square feet with an attached garage should fit in well with the surrounding single-family area. Our plan involves selling these homes at market value to families in the area. No income restrictions are assumed.

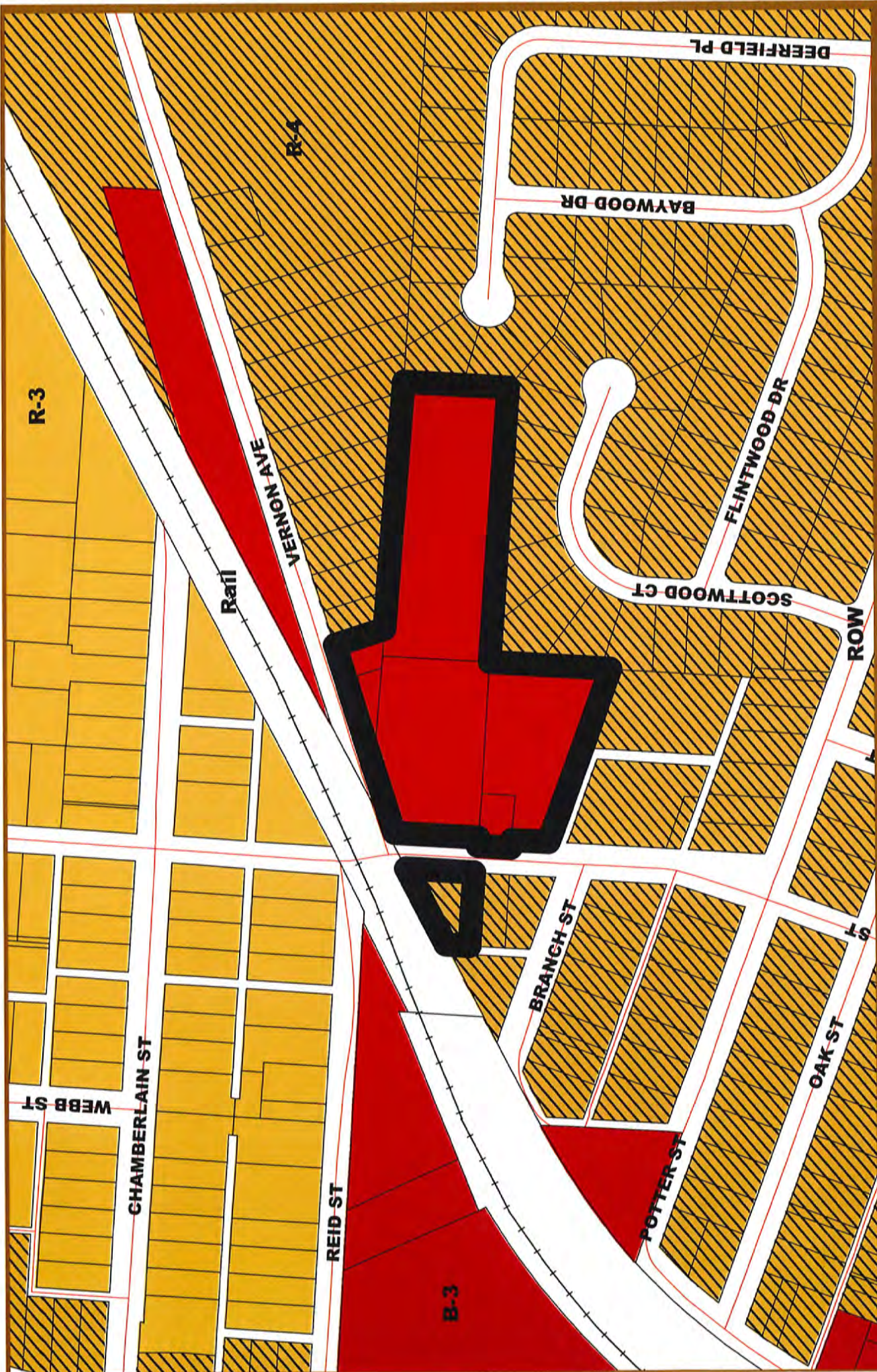
Development Team

- Developer/Owner: Homeport (see attached information), which has developed affordable housing in central Ohio for 30+ years, with a rental portfolio of more than 2,400 units and a track record of selling about 300 homes.
- Architect: Shremshock Architects & Engineers, New Albany, Ohio
- General Contractor: Not yet selected. Homeport typically works with mid-size central Ohio builders, such as Rockford Homes, Ruscilli Construction, Gorsuch Construction, others.



2020-2571-2573
 Rezoning Amendment, Conditional Use Permit,
 and Preliminary Development Plan
 Homeport - 50 Channing Street
 Location Map





2020-2571-2573
 Rezoning Amendment, Conditional Use Permit,
 and Preliminary Development Plan
 Homeport - 50 Channing Street
 Zoning Map



2020-2571-2573
Rezoning Amendment, Conditional Use Permit,
and Preliminary Development Plan
Homeport - 50 Channing Street
Aerial (2019) Map





Sub-Area 1

Sub-Area 2

Sub-Area 3

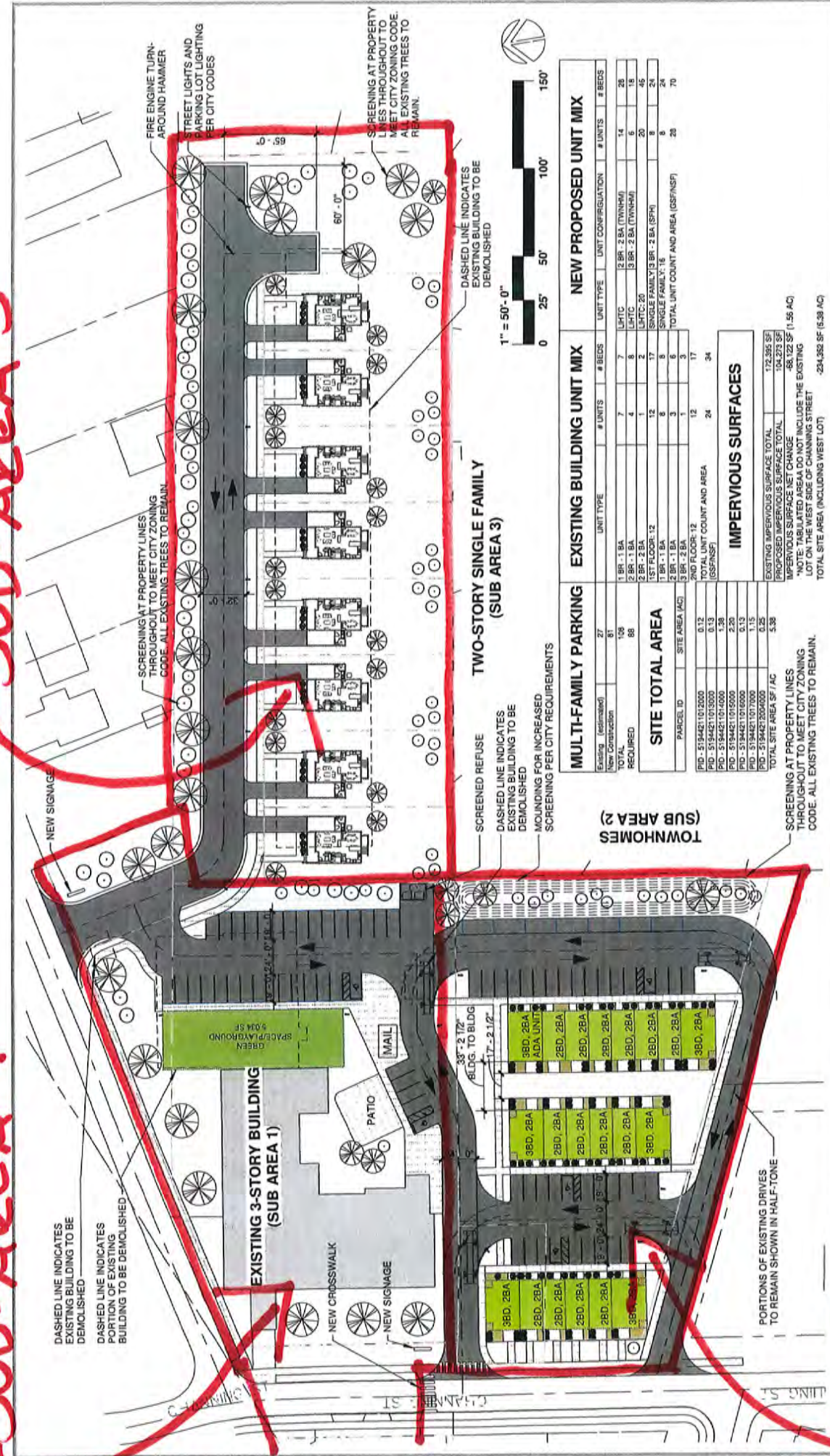


2020-2571-2573
Rezoning Amendment, Conditional Use Permit,
and Preliminary Development Plan
Homeport - 50 Channing Street
Sub-Area Map



SUB-AREA 1

SUB-AREA 3



DASHED LINE INDICATES EXISTING BUILDING TO BE DEMOLISHED
 DASHED LINE INDICATES PORTION OF EXISTING BUILDING TO BE DEMOLISHED

SCREENING AT PROPERTY LINES THROUGHOUT TO MEET CITY ZONING CODE. ALL EXISTING TREES TO REMAIN.

FIRE ENGINE TURN-AROUND HAMMER

STREET LIGHTS AND PARKING LOT LIGHTING PER CITY CODES

SCREENING AT PROPERTY LINES THROUGHOUT TO MEET CITY ZONING CODE. ALL EXISTING TREES TO REMAIN.

DASHED LINE INDICATES EXISTING BUILDING TO BE DEMOLISHED

TWO-STORY SINGLE FAMILY (SUB AREA 3)

SCREENED REFUSE
 DASHED LINE INDICATES EXISTING BUILDING TO BE DEMOLISHED
 MOUNDING FOR INCREASED SCREENING PER CITY REQUIREMENTS

TOWNHOMES (SUB AREA 2)

PORTIONS OF EXISTING DRIVES TO REMAIN SHOWN IN HALF-TONE



MULTI-FAMILY PARKING		EXISTING BUILDING UNIT MIX		NEW PROPOSED UNIT MIX	
Existing (feet/square)	#	UNIT TYPE	# UNITS	UNIT TYPE	# UNITS
27	81	1 BR - 1 BA	7	LFTC	14
159	88	2 BR - 1 BA	4	2 BR - 2 BA (TWNRM)	6
88	88	2 BR - 2 BA	2	3 BR - 2 BA (TWNRM)	18
		1ST FLOOR: 12	12	LFTC: 20	20
		1 BR - 1 BA	6	SINGLE FAMILY: 18	8
		2 BR - 1 BA	3	TOTAL UNIT COUNT AND AREA (GSF/MSF)	26
		2 BR - 2 BA	3		70
		2ND FLOOR: 12	12		
		TOTAL UNIT COUNT AND AREA (GSF/MSF)	24		

SITE TOTAL AREA

PARCEL ID	SITE AREA (AC)
PD - 51344211012000	0.12
PD - 51344211013000	0.13
PD - 51344211014000	1.38
PD - 51344211015000	2.25
PD - 51344211016000	1.13
PD - 51344211017000	0.28
PD - 51344212004000	0.28
TOTAL SITE AREA SF / AC	5.38

IMPERVIOUS SURFACES

EXISTING IMPERVIOUS SURFACE TOTAL	172,395 SF
PROPOSED IMPERVIOUS SURFACE TOTAL	104,273 SF
IMPERVIOUS SURFACE NET CHANGE (INCLUDING THE EXISTING LOT ON THE WEST SIDE OF CHANNING STREET)	-68,122 SF (1.26 AC)
TOTAL SITE AREA (INCLUDING WEST LOT)	-234,352 SF (5.38 AC)

SHREMSHOCK
 CIVIL ENGINEER ARCHITECTS, P.C.
 7200 Woodcrest Court Suite 100 New Albany, OH 46054
 (514)-475-6555 www.shremshock.com

DCBR MULTIFAMILY CONVERSION
 50 CHANNING STREET
 DELAWARE, OH 43015

A02
 ARCHITECTURAL
 SITE

SAI # 200261 11/13/2020

SUB-AREA 2



homeport

DCBR Multifamily Conversion
Conceptual Design



SHREMSHOCK

NOVEMBER 25, 2020



1



2



3



4



5

1

4

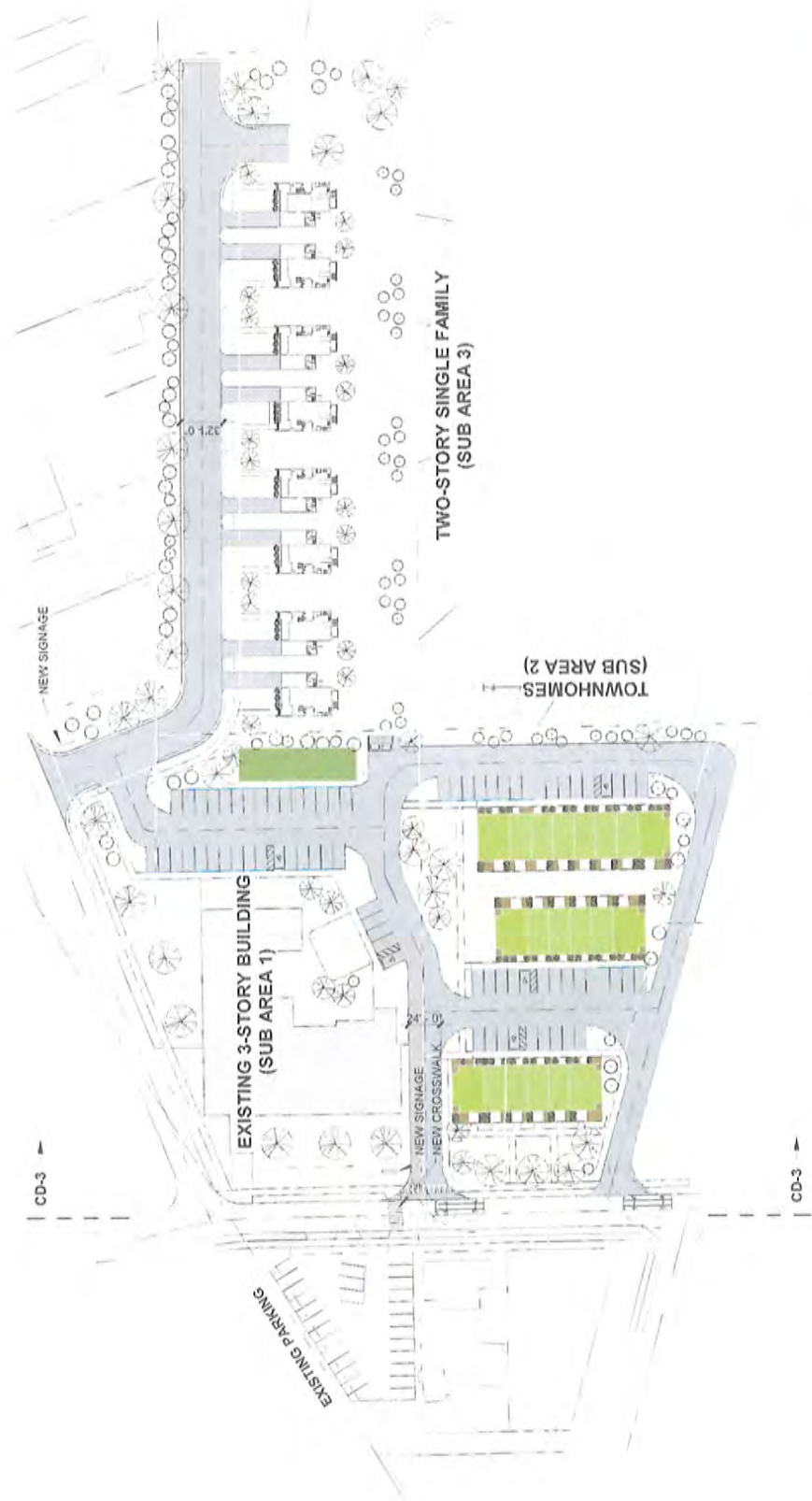
2

3



5

EXISTING SITE AND CONDITIONS



OVERALL SITE PLAN



1" = 60'-0"

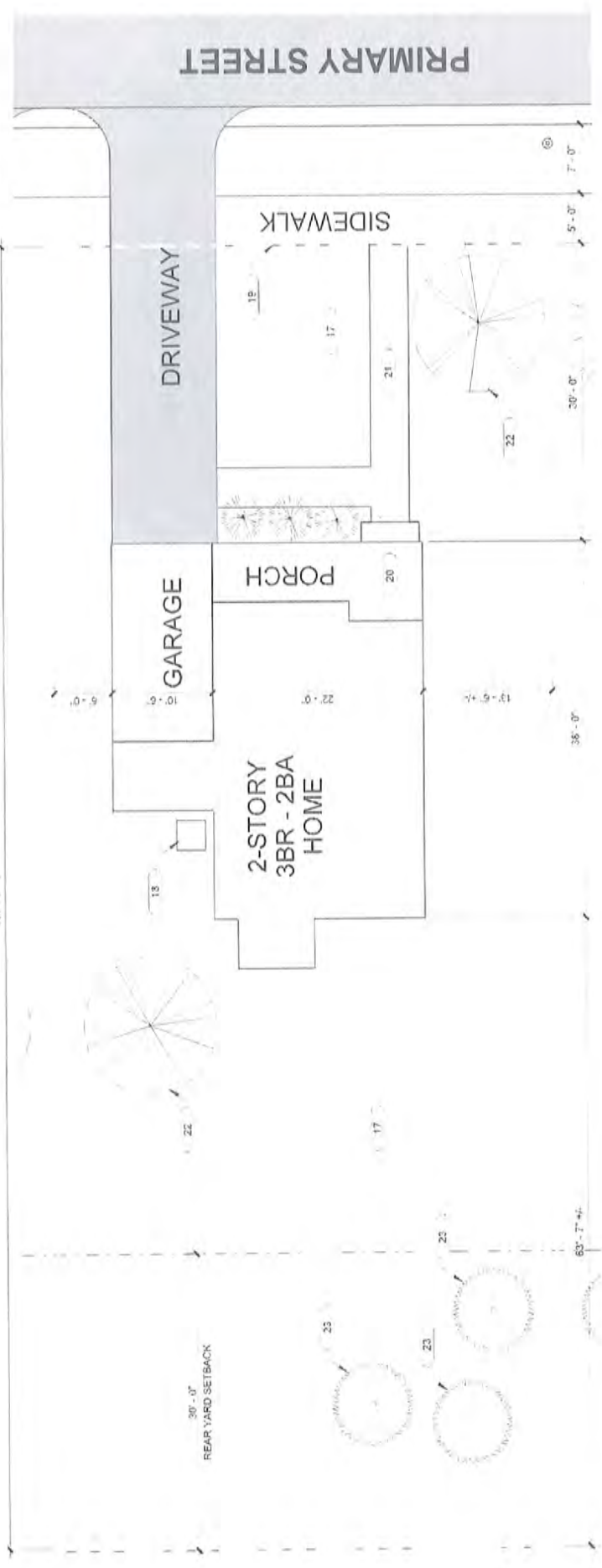


SITE FIRE ACCESS PLAN

HOME AREAS		LOT AREA INFORMATION	
LEVEL	SQUARE FOOTAGE	AREA TYPE	AREA (SF)
1ST FLOOR	1763 SF	LIVING UNITS - 3 BR	6.842
1ST FLOOR	1210 SF	GARAGE	0.16
2ND FLOOR	973 SF	LIVING UNITS - 3 BR	
2ND FLOOR	1690 SF		
2ND FLOOR	690 SF		
TOTAL AREA	1,663 SF		

LOT COVERAGE - 15%

KEYNOTE LEGEND	
17	ALL YARD AREAS SHALL BE SEEDED AND FERTILIZED
18	4" CONCRETE AIR CONDITIONING UNIT PAD
19	5' CONCRETE SIDEWALK 4" THICK WITH FIBER REINFORCING
20	WOOD FRAMED PORCH STEPS AND HANDRAIL WITH CONCRETE PIER FOUNDATIONS
21	4' CONCRETE SIDEWALK 4" THICK WITH FIBER REINFORCING
22	2" CALIPER DECIDUOUS TREE
23	2" CALIPER CONIFER TREE

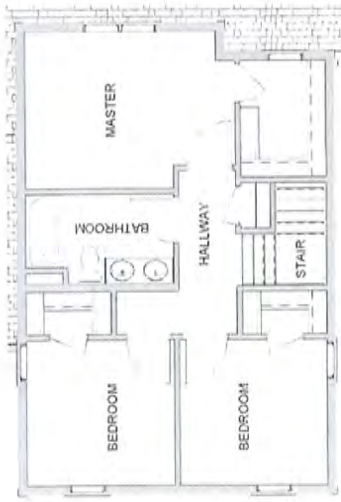


CD-5



HOMEPORT
DCBR Multifamily Conversion
Concept Design
NOVEMBER, 25, 2020





1/8" = 1'-0"

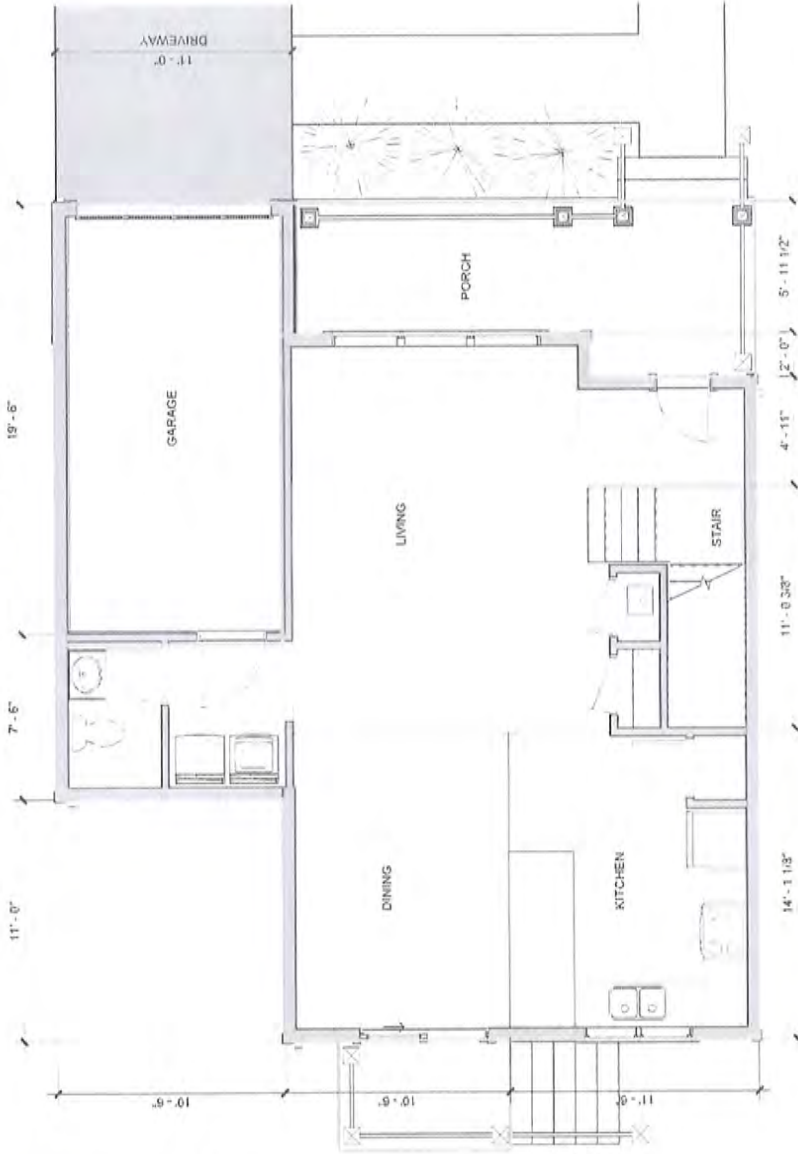


SECOND FLOOR

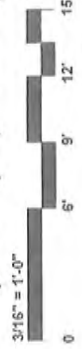
HOME AREAS	
LEVEL	SQUARE FOOTAGE
1ST FLOOR	763 SF
1ST FLOOR	210 SF
2ND FLOOR	973 SF
2ND FLOOR	690 SF
2ND FLOOR	680 SF
TOTAL AREA	1,663 SF

HOME AREAS

AREA TYPE	
LEVEL	AREA TYPE
1ST FLOOR	LIVING UNITS - 3 BR
1ST FLOOR	GARAGE
2ND FLOOR	LIVING UNITS - 3 BR



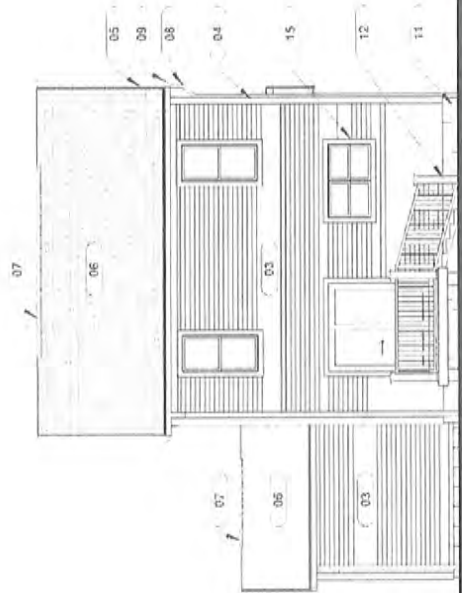
FIRST FLOOR



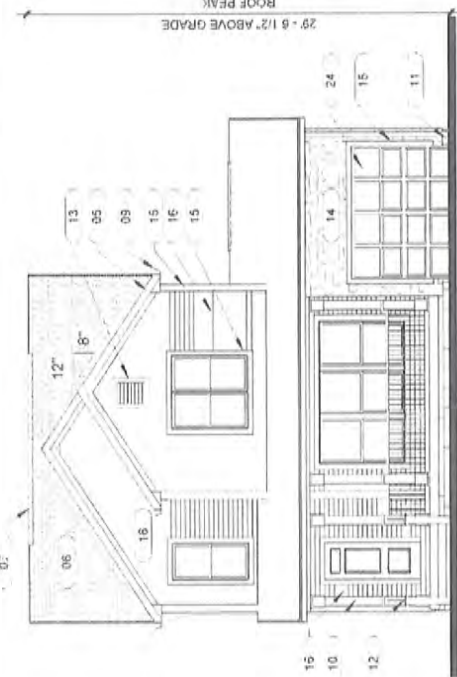
TYPICAL HOME - FLOOR PLANS

KEYNOTE LEGEND

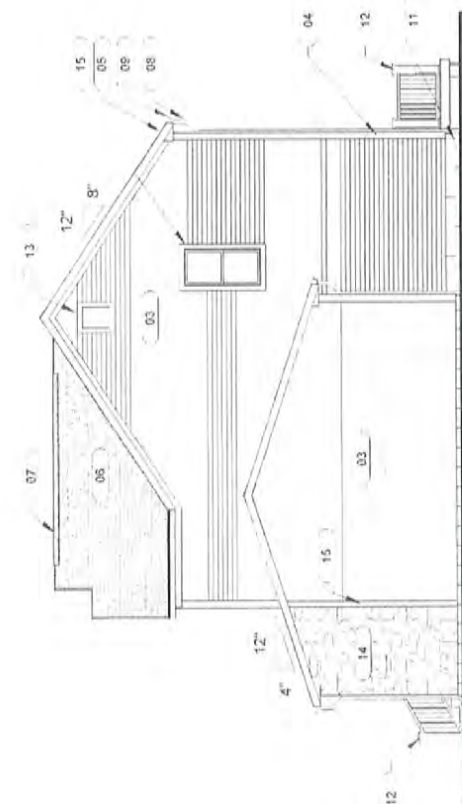
- 03 4" VINYL SIDING
- 04 3-1/2" VINYL CORNER BOARD
- 05 6" FIBER CEMENT FASCIA
- 06 DIMENSIONAL SHINGLES
- 07 RIDGE VENT
- 08 2X3 ALUMINUM DOWNSPOUT
- 09 PREFINISHED OGESE ALUMINUM GUTTER
- 10 CEDAR WRAPPED COLUMNS
- 11 STAINED EXPOSED CONCRETE FOUNDATION WALL
- 12 WOOD RAILING
- 13 LOUVERED SQUARE TOP VENT
- 14 DELAWARE BLUE VEIN LIMESTONE
- 15 4" FIBER CEMENT TRIM
- 16 FIBER CEMENT SIDING - 3"-4" DUTCH LAP W/20 YEAR WARRANTY
- 24 GARAGE DOOR WINDOWS - FULL PANEL



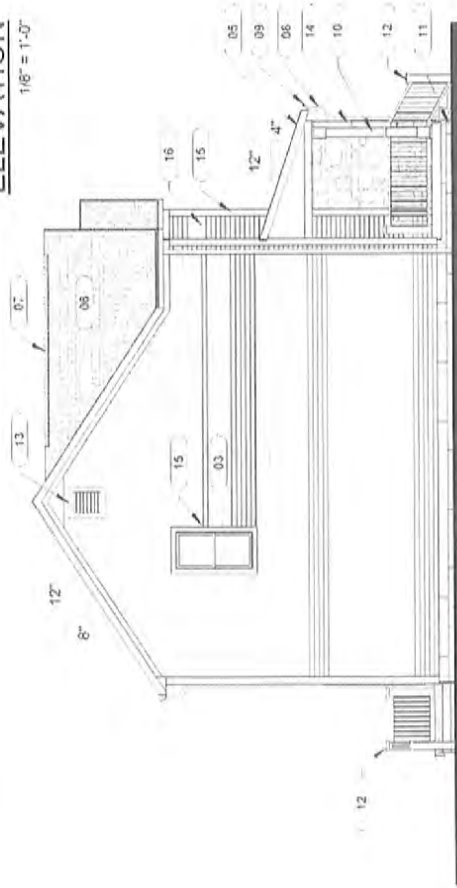
REAR ELEVATION
1/8" = 1'-0"



FRONT ELEVATION
1/8" = 1'-0"



GARAGE SIDE ELEVATION
1/8" = 1'-0"



SIDE ELEVATION
1/8" = 1'-0"

TYPICAL HOME ELEVATIONS



HOMEPOR
DCBR Multifamily Conversion
Concept Design
NOVEMBER.25.2020





ELEVATION "A"

ELEVATION "B"

ELEVATION "C"
FRONT ELEVATION - TYPICAL SINGLE HOMES



STREETSACPE ELEVATION - SINGLE HOMES



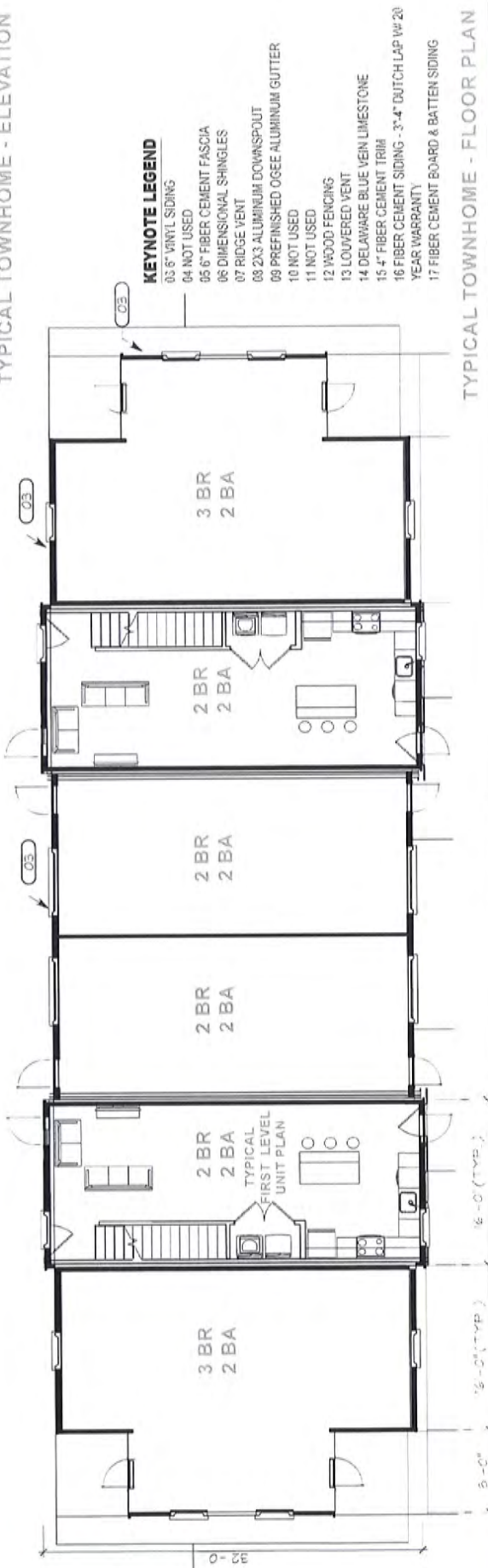
CHANNING ST STREETScape ELEVATION



PROPERTY LINE - SOUTH ELEVATION



TYPICAL TOWNHOME - ELEVATION

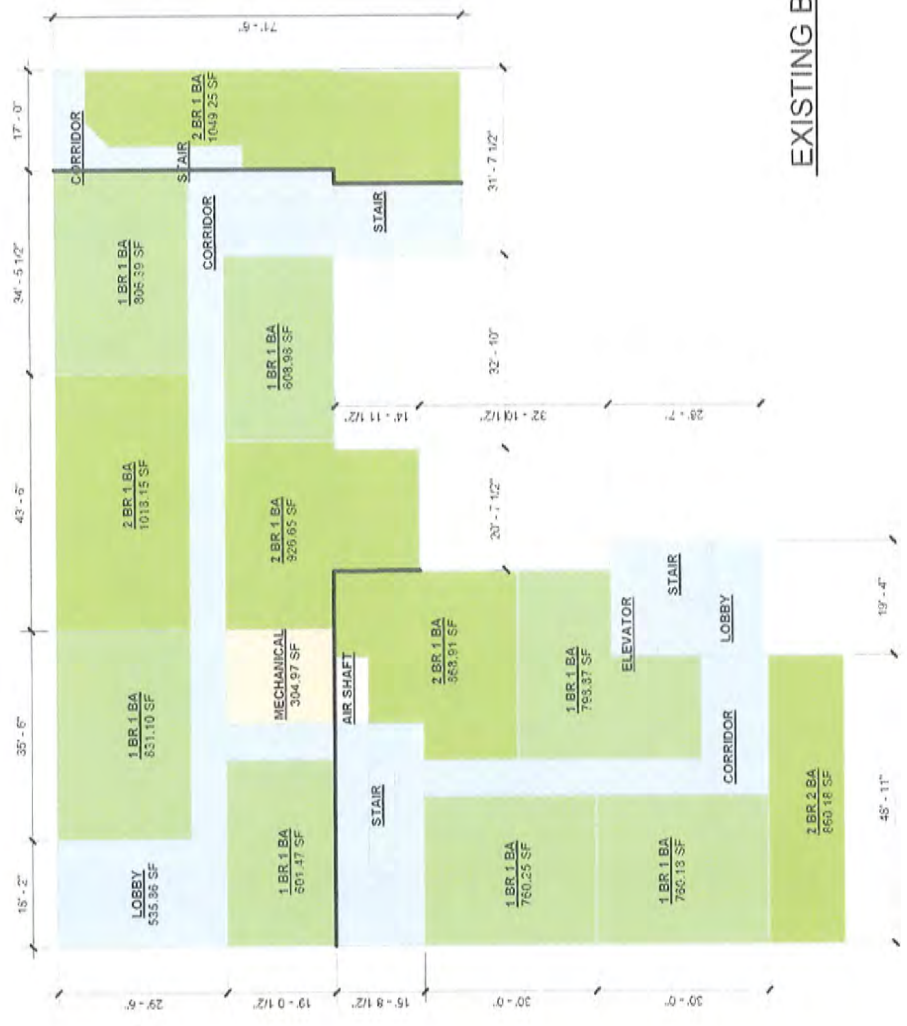


TYPICAL TOWNHOME - FLOOR PLAN

- KEYNOTE LEGEND**
- 03 6" VINYL SIDING
 - 04 NOT USED
 - 05 6" FIBER CEMENT FASCIA
 - 06 DIMENSIONAL SHINGLES
 - 07 RIDGE VENT
 - 08 2X3 ALUMINUM DOWNSPOUT
 - 09 PREFINISHED OCEE ALUMINUM GUTTER
 - 10 NOT USED
 - 11 NOT USED
 - 12 WOOD FENCING
 - 13 LOUVERED VENT
 - 14 DELAWARE BLUE VEIN LIMESTONE
 - 15 4" FIBER CEMENT TRIM
 - 16 FIBER CEMENT SIDING - 3/4" DUTCH LAP WP 20 YEAR WARRANTY
 - 17 FIBER CEMENT BOARD & BATTEN SIDING

UNIT MIX			
UNIT TYPE	# UNITS	# UNITS BECS	UNIT GROSS AREA (GSA) (SQ FT)
1 BR - 1 BA	7	7	5157
2 BR - 1 BA	4	4	3633
2 BR - 2 BA	1	2	300
1ST FLOOR LC	12	17	9850
1 BR - 1 BA	6	6	3957
2 BR - 1 BA	3	3	1251
2 BR - 2 BA	1	1	1152
TOTAL UNIT COUNT	34	34	19460
TOTAL UNIT COUNT AND AREA (SSF/NSF)			18242

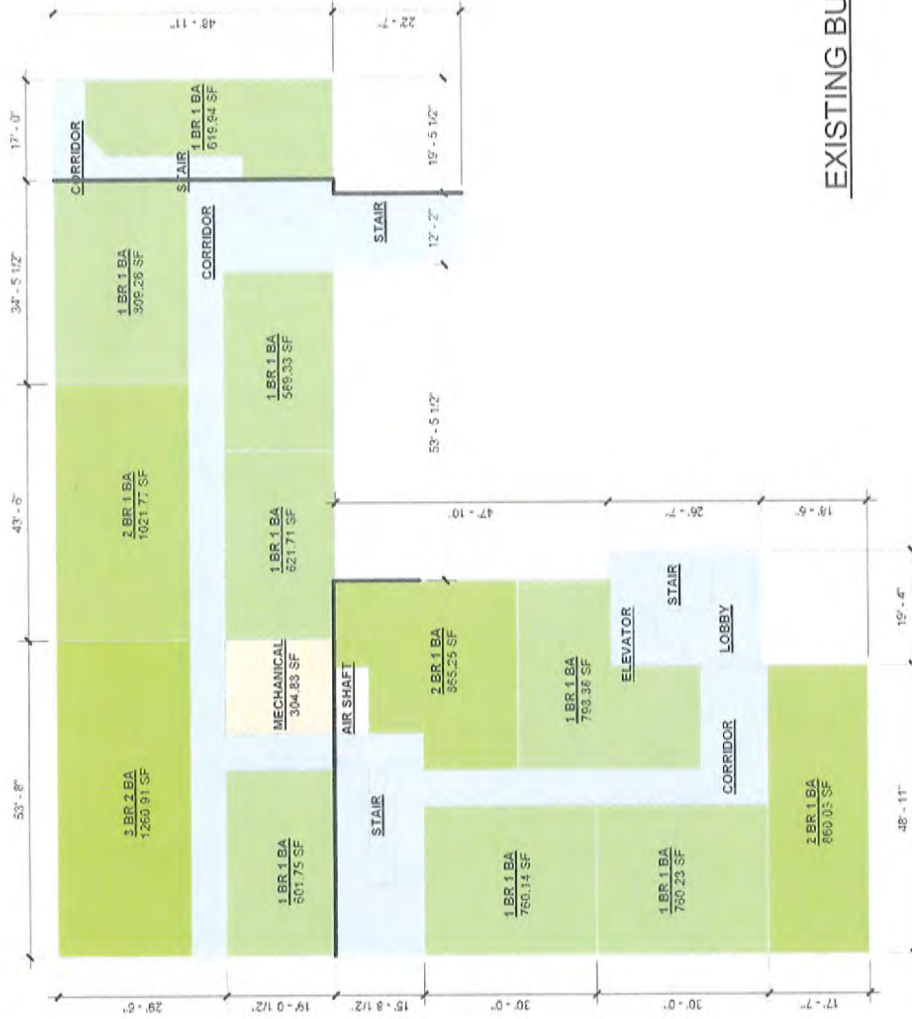
NOTE
LOWER LEVEL TO BE SHARED COMMUNITY SPACE



EXISTING BUILDING FIRST FLOOR A



UNIT MIX				UNIT NET AREA (NSF)
UNIT TYPE	#	K	UNIT GROSS AREA (GSF)	(+/-)
1 BR - 1 BA	7	7	5157	4840
2 BR - 1 BA	4	9	2853	3023
2 BR - 2 BA	1	2	890	805
1ST FLOOR 11	12	17	2030	9272
1 BR - 1 BA	5	6	2551	5191
2 BR - 1 BA	3	6	2787	2927
2 BR - 2 BA	1	11	2429	2670
TOTAL UNIT COUNT	24	34	19460	18242
TOTAL UNIT COUNT AND AREA (GSF NSF)				



EXISTING BUILDING SECOND FLOOR A



CD-13

HOMEPORT
DCBR Multifamily Conversion
Concept Design
NOVEMBER, 25, 2020



311

COMMUNITY IMPACT ASSESSMENT

This Community Impact Assessment (CIA) is submitted with the Homeport application for rezoning, preliminary development plan, and conditional use permit (CUP/PMU) applications.

PROJECT SUMMARY

Homeport is proposing a planned residential development on the property located at 50 Channing Street, the long-time location of the Delaware County Engineer's Office. The DCEO is moving to the new Delaware County offices and will be vacating the 50 Channing Street facilities.

Homeport is proposing 3 sub-areas to reflect 3 different residential home styles:

Sub Area 1 - The 1.7 +/- acre area on which the DCEO office building is located. Homeport is proposing an adaptive reuse of the existing office building, and conversion to up to 24 apartments.

Sub Area 2 - the 1.2 +/- area located to the west of the DCEO office building, currently a parking lot. Sub Area 2 is planned for 20 single family attached, townhome style homes.

Sub Area 3 - the 2.2 +/- acre area currently occupied by the DCEO garage facilities building. This garage is located behind the homes along Vernon Avenue. Homeport is proposing 8 single family homes for this Sub Area to match the land use of single-family homes.

HOMEPORT

Columbus Housing Partnership, Inc. dba Homeport is a non-profit corporation with a purpose to provide affordable housing to the Central Ohio community. Homeport develops both single-family for sale and rental housing. The rental portfolio of 38 developments with more than 2,400 units includes scattered site and single site single family rental homes, senior housing and apartments and town home products for families. Although much of the portfolio is in Columbus, Homeport has currently completed developments in Reynoldsburg, Grove City and Whitehall.

SECTION 1191.03 PROJECT DETAILS

Pursuant to Section 1191.03, the CIA must address the anticipated impacts to public service facilities, public uses and other issues which might affect the health, safety, general welfare and quality of life in the City.

The Homeport proposal is an effort to bring new housing stock and investment to this area of the City, including a useful variety of residential uses into the fabric of this established neighborhood. Work force housing is badly needed in the City of Delaware and in Central Ohio

generally. The costs of land, regulations and approvals process and new building construction costs have outpriced most middle-class families. Homeport seeks to bridge that gap to prices of housing, meet the needs of our local work force and ultimately create safe and healthy neighborhoods and communities.

The existing building is outdated and well positioned for an adaptive re-use. The garage is a large facility/actively used. The remaining site is a parking lot for employees and visitors. There is an opportunity to significantly reduce the paved areas/impervious surfaces - and to introduce grassed areas for yards, setbacks and increased landscaping.

The Homeport proposal is not expected to have any negative effects on the public services. All new developments, including those proposed by Homeport, are required to meet the most current and rigorous standards for many areas: buildings meet or exceed the design, building codes; all construction meets current stormwater regulations; all plans are built to required specifications including roads and access points.

The current use of 50 Channing Street is B3, commercial. The commercial office building and parking brings a consistent and daily flow of certain traffic. The development of 8 single family homes, 20 single family townhomes and 24 apartments is not expected to significantly increase traffic. City parking requirements are met (see preliminary plan attached). Access is planned from the existing entrances along Channing and for 8 homes along Vernon Avenue (i.e., existing DCEO Garage access).

The Homeport proposal includes a landscaping plan that provides an emphasis on areas adjacent to existing homes. Location of parking has been specifically contemplated to relate to the proposed uses and buildings, rather than towards the existing neighborhood.

The view from adjacent homes will now reflect homes. The existing building (minus garage component) will remain but with various improvements and will be screened in some degree from Vernon Avenue Homes and westerly Scottwood Court homes with new homes. Again, additional landscaping and screening will assist.

The site is not located within a floodplain. The Homeport development will be designed to meet or exceed all storm water regulations.

There are very few trees currently on the Site. The Homeport development will increase green areas and significantly add trees and landscaping.

Soils are identified as typical mixed urban, with the potential for soil remediation needed, based on prior use. Soils borings will be conducted in the areas of new development to determine proper foundations to support proposed residential structures.

As mentioned above, there is no significant Site ecology to speak of. The Site is paved and developed fully. New environmental features are expected to develop with new green area and

tree lines/storm water management. These items will be more fully defined in the final development plan/final engineering steps.

With regard to noise and pollution, the site generates commercial level sound, and low/no pollution in that regard. The Homeport proposal will add the same and similar land use to the surrounding neighborhood. The sounds and site activities will closely resemble that of the existing residential community.

Sanitary Sewer and Water facilities are available to serve the proposed development.

Police and Fire services are expected to require same/similar demands as the existing residential development. The development will be subject to all local taxes including police and fire services, as may apply.

The homes planned will be in the jurisdiction of the Delaware City Schools. The variety of housing offered is expected to result in a variety of numbers/ages of children, very similar (and less in the case of apartments) as in the surrounding neighborhood.

Architecture/Design will vary between Sub Areas.

Sub Area 1 is the adaptive reuse of the DCEO Office building. The Northeast section of the existing building currently used primarily for vehicle maintenance will be removed. The existing building will be painted, have a new roof, a modified entry on Channing to reflect a more residential entry and likely new windows. The Southeast entry to the building will remain accessible but the exterior area will be turned into a courtyard space with a combination of green area and some shared patio areas. Some of the existing building façade in this area will be modified to reflect a more residential aesthetic complimenting the courtyard area.

Sub Area 2 are the single-family attached Townhome style homes. The townhomes include 2 sets of 6 attached 2 story townhomes and one set of 8 townhomes. There is a total of 6 three-bedroom units, and 12 two-bedroom units. The three-bedroom units are designed with a first level bedroom and a single-story space that helps lower the scale of the buildings at the ends. Each unit will have a roughly 8 ft deep patio space on the back or in the case of the units along Channing they will have a porch/patio space on the Channing Street side bordered by a low picket fence allowing interaction with the streetscape.

The building material will be consistent with the City Codes, consisting of a combination of limestone, board and batten siding and clap board siding. Street or Entry facades will be natural materials or high-quality composite materials and the side and rear facades will be primarily vinyl siding. Efforts are made to break down the scale of each building, so they present on the main facades as a set of individual buildings sharing walls along a streetscape.

Sub Area 3 has 8 traditional single-family detached homes. The single-family homes are designed as 3BR two story homes with single car garages. The homes are a standard floor plan with variations to the exterior roof form, fenestration, material usage and colors to create a variation in the streetscape. The building material will be consistent with the City Codes,

consisting of a combination of limestone, board and batten siding and clap board siding on the streetscape, with primarily vinyl siding and trim on the sides and rear of the homes. The windows and trim are white. The homes are not copies of historical precedence in the City of Delaware but the forms, finishes and materials are consistent with those found in the City.

The estimated project cost is \$12,300,000.

The current DCEO facilities are tax exempt, no tax receipts. The development will be subject to all local taxes including real property taxes that will increase the City's tax base.

The workforce housing will allow for new investment in residential areas, with compatible land uses. More reasonably priced housing means a better quality of living in the City and meet the 'housing gap' that has been created by sky rocking home prices.

With regarding to funding, the Homeport project is currently in the process of funding/applications for same. The development is planned at this stage for initial land use and density approvals. Upon approval of this application and subsequent equity funding, Homeport would continue the City process for final plans/approvals with further details and final engineering.

Respectfully submitted,

 /s/ Laura MacGregor Comek

Enclosures:
Development Plan
Homeport Portfolio examples

-
-
-



FACT SHEET

AGENDA ITEM NO: 19

DATE: 12/14/2020

ORDINANCE NO:

RESOLUTION NO: 20-70

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Natalia S. Harris, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY FINANCE AUTHORITY RELATED TO CONSTRUCTION, IMPROVEMENT, AND CONNECTION TO THE CITY'S SEWER SYSTEM.

BACKGROUND:

When the Riverby residential community was developed years ago within the Delaware Township, a waste-water treatment plant was built to service the development. The waste-water treatment plant is owned by the Riverby homeowner's association. The Riverby homeowner's association has requested to connect to the City's sanitary sewer system due to orders by the Ohio Environmental Protection Agency of continued maintenance. It is proposed that the City pay the cost of the project upfront and then it will be reimbursed through bond revenues of bonds issued by the Delaware County Finance Authority, pursuant to a cooperative agreement between the City, Delaware County and the Delaware County Finance Authority.

REASON WHY LEGISLATION IS NEEDED:

Pursuant to the City Charter, the City Manager needs authority from Council to execute the Cooperative Agreement.

COMMITTEE RECOMMENDATION:

The project has been bid by the City; work will commence after all parties have executed the agreement.

FISCAL IMPACT(S):

The City will pay the project costs, estimated to be \$150,000***, upfront and will be reimbursed by bond revenues as set forth in the Cooperative Agreement.

POLICY CHANGES:

N/A

PRESENTER(S):

R. Thomas Homan, City Manager
Blake Jordan, Public Utilities Director
Justin Nahvi, Finance Director
Natalia S. Harris, City Attorney

RECOMMENDATION:

Approval

ATTACHMENT(S)

Cooperative Agreement
Exhibit

***This is for the work to tie the Riverby Sewer System into the City's. There will be additional costs (Capacity and Maintenance Fees) allocated to the individual property owners.

RESOLUTION NO. 20-70

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY FINANCE AUTHORITY RELATED TO CONSTRUCTION, IMPROVEMENT, AND CONNECTION TO THE CITY'S SEWER SYSTEM.

WHEREAS, Riverby is a residential community in Delaware Township ("Riverby District") controlled by a homeowner's association ("Riverby HOA"); and

WHEREAS, the Riverby HOA owns and operates a water treatment plant that services the Riverby District; and

WHEREAS, the Riverby HOA has requested to connect to the City of Delaware's ("City") sanitary sewer system in response to orders by the Ohio Environmental Protection Agency of continued maintenance of the water treatment plant owned by the Riverby HOA; and

WHEREAS, connection of the Riverby District to the City's sanitary sewer services will provide public sanitary sewer services to Riverby District residents;

WHEREAS, connection of the Riverby District to the City's sanitary sewer services entails costs to construct, improve, and maintain the connection; and

WHEREAS, the City, the Delaware County Board of Commissioners (the "Board"), and the Delaware County Finance Authority ("DCFA") have negotiated the attached Cooperative Agreement to facilitate reimbursement to the City of costs to connect the Riverby District to the City's sanitary sewer system.

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

SECTION 1. The City Manager is hereby authorized to enter into the attached Cooperative Agreement with the Board and DCFA and to take such actions and direct such efforts to give full effect to this Council's determinations and declaration on this subject.

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 Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those

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

SECTION 3. That this resolution shall take effect and be in force immediately upon passage.

PASSED: _____, 2020

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

COOPERATIVE AGREEMENT

by and among

DELAWARE COUNTY, OHIO,

and

CITY OF DELAWARE, DELAWARE COUNTY, OHIO

and

DELAWARE COUNTY FINANCE AUTHORITY

Relating To

[\$_____]

Special Assessment Revenue Bonds, Series 2020
(Riverby Estates Sewer Project)

Dated as of

_____, 2020

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (hereinafter referred to as this “Agreement”) made and entered into as of [_____ __,] 2020, by and among DELAWARE COUNTY, OHIO, a county and political subdivision duly organized and validly existing under the laws of the State (the “County”), the CITY OF DELAWARE, OHIO, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State (the “City”), and the DELAWARE COUNTY FINANCE AUTHORITY, a port authority and political subdivision duly organized and validly existing under the laws of the State, including Chapter 4582 of the Ohio Revised Code (“DCFA”), collectively referred to as the “Cooperative Parties,” under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

A. The County seeks the assistance from the City and the DCFA to improve the sewer system within the Riverby Estates Development, depicted on Exhibit A (the “Property”), which is generally located within the County.

B. The improvements to the sewer system consist of constructing, improving, and connecting to the City’s sewer system (the “Project”), which Project will be completed by the City.

C. The DCFA has agreed to assist with the financing of the Project by issuing Special Assessment Revenue Bonds, Series 2020 (the “Bonds”), which bonds shall be sufficient in amount to reimburse the City for the costs of completing the Project.

D. The County, in accordance with Ohio Revised Code Sections 6117.251 and 6117.06, *et seq.*, will levy special assessments against the Property (the “Special Assessments”) in an amount sufficient to pay Bond Service Charges and Administrative Expenses related to the Bonds, or in the event the Bonds are not issued, to reimburse the City for the Project Costs. The Special Assessments are expected to commence in 2022 and terminate in 2041, unless the Bonds are redeemed prior to maturity, subject to the final terms.

E. The County will transfer the Special Assessments collected to the DCFA for debt service on the Bonds, as further provided in the Bond Documents, or in the event that the Bonds are not issued, to the City as provided herein.

F. The County, the City, and the DCFA each has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the Cooperative Parties agree as follows (provided that (i) any obligation of the County created by or arising out of this Agreement shall never constitute a general debt of the County, or give rise to any pecuniary liability of the County but shall be payable solely out of the Special Assessments, (ii) any obligation of the City created by or arising out of this Agreement shall never constitute a general debt of the City or give rise to any pecuniary liability of the City; and (iii) any obligation of DCFA created by or arising out of this Agreement shall never constitute a general debt of DCFA or give rise to any pecuniary liability of DCFA but shall be payable solely out of the Special Assessments).

ARTICLE I.
DEFINITIONS

Section 1.1. USE OF DEFINED TERMS. In addition to the words and terms defined elsewhere in this Agreement or by reference to the Bond Documents or another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. DEFINITIONS. As used herein:

“Act” means Chapter 6117, Ohio Revised Code, as enacted and amended.

“Administrative Expenses” shall have the meaning assigned to that term in the Bond Documents.

“Bond Documents” or “Transaction Documents” means, collectively, this Agreement, the Bond Purchase Agreement, and such other agreements necessary to contemplate the transaction contemplated herein.

“Bond Legislation” means, when used with reference to the Bonds, the resolution of the DCFA providing for their issuance and approving this Agreement, the Bond Documents, and related matters and including the certificate of award executed and delivered pursuant thereto, as amended and supplemented from time to time.

“Bond Purchase Agreement” means the Bond Purchase and Agreement by and between the DCFA and the Original Purchaser, and such other parties as are necessary.

“Bond Service Charges” means, for any period of time, the principal of (whether at stated maturity or otherwise) and interest and any premium due on the Bonds, for that period or payable at that time.

“City” means the City of Delaware, Ohio.

“Closing Date” means the date on which the Bonds are delivered to the Original Purchaser.

“Cooperative Parties” means the County, the City, and the DCFA.

“Costs of Issuance” shall have the meaning assigned to that term in the Bond Documents.

“County” means the County of Delaware, Ohio.

“Event of Default” means any of the events’ described as an Event of Default in Section 7.1 hereof.

“Financing Payment Date” means each date on which the County pays or causes to be paid to the Holder the Financing Payments, which payment shall be made, by or on behalf of the County promptly upon the County’s actual or constructive receipt of the Special Assessments but in any

event not later than the tenth calendar day following the County’s receipt of the Special Assessments from the County Auditor.

“Financing Payments” means the Special Assessments received by the County.

“Force Majeure” means any of the causes, circumstances or events described as constituting Force Majeure in Section 7.1 hereof.

“Holder” shall have the meaning assigned in the Bond Documents.

“Interest Payment Date” or “Interest Payment Dates” shall have the meaning assigned to those terms under the Bond Documents.

“Legislative Authority” means, (i) with respect to the DCFA, the Board of Directors of the DCFA, (ii) with respect to City, the City Council of the City, and (iii) with respect to the County, the Board of County Commissioners of the County.

Notice Address means:

- (a) As to the County: Delaware County, Ohio
101 N. Sandusky Street
Delaware, Ohio 43015
Attention: Michael Frommer
County Administrator

With a copy to: Aric I. Hochstettler, Esq.
Staff Attorney
101 N. Sandusky Street
Delaware, Ohio 43015
- (b) As to the City: City of Delaware
1 S. Sandusky Street
Delaware, Ohio 43015
Attention: R. Thomas Homan
Delaware City Manager

With a copy to: Natalia S. Harris
Delaware City Attorney
1 S. Sandusky Street
Delaware, Ohio 43015

With a copy to: Blake Jordan
Public Utilities Director
1 S. Sandusky Street
Delaware, Ohio 43015
- (c) As to the DCFA: Delaware County Finance Authority

Bob Lamb, Economic Development Director
101 N. Sandusky Street
Delaware, Ohio 43015

With a copy to: Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, Ohio 43215

or such additional or different address, notice of which is given under Section 8.2 hereof.

“Original Purchaser” shall have the meaning assigned in the Bond Documents.

“Person” shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Project Costs” means the costs incurred by the City for the Project, including, without limitation, the costs of construction, per lot capacity fees, and one-time per-lot maintenance fees for existing infrastructure.

“Project Fund” shall have the meaning assigned to that term in the Bond Documents.

“State” means the State of Ohio.

“Special Assessments” means the special assessments levied pursuant to the Act by the County with respect to the Project, in an amount sufficient to pay Bond Service Charges and Administrative Amounts, or in the event the Bonds are not issued, to reimburse the City for the Project Costs.

Section 1.3. INTERPRETATION. Any reference herein to the DCFA, to the County, to the City, to the Legislative Authority, or to any member or officer of any of the foregoing includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Holder or any Cooperative Party under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term

“heretofore” means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4. CAPTIONS AND HEADINGS. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(END OF ARTICLE I)

ARTICLE II.
REPRESENTATIONS

Section 2.1. REPRESENTATIONS AND COVENANTS OF THE COUNTY.

The County represents and covenants that:

- (a) It is a County duly organized and validly existing under the laws of the State.
- (b) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the best of the County's knowledge, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the County, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.
- (c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party, to the extent provided in those Transaction Documents.
- (d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.
- (e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.
- (f) The Special Assessments proceedings have been duly adopted in accordance with the Act, are in full force and effect and are not subject to repeal by referendum or other action.

Section 2.2. REPRESENTATIONS AND COVENANTS OF THE CITY.

The City represents and covenants that:

- (a) It is a City duly organized and validly existing under the laws of the State.
- (b) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the best of the City's knowledge, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the City, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

- (c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party, to the extent provided in those Transaction Documents.
- (d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.
- (e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Section 2.3. REPRESENTATIONS AND COVENANTS OF THE DCFA.

The DCFA represents and covenants that:

- (a) It is a political subdivision duly organized and validly existing under the laws of the State.
- (b) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the best of DCFA's knowledge, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to DCFA, and do not, and will not, conflict with or result in a default under any agreement or instrument to which DCFA is a party or by which it is bound.
- (c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party, to the extent provided in those Transaction Documents.
- (d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.
- (e) The issuance of the Bonds is consistent with DCFA's authorized purposes pursuant to Ohio Revised Code Chapter 4582.
- (f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(END OF ARTICLE II)

ARTICLE III.
ACQUISITION OF THE PROJECT; ISSUANCE OF THE BONDS

Section 3.1. COOPERATIVE AGREEMENT. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangements among the Cooperative Parties, this Agreement is intended as and shall be an agreement among the Cooperative Parties to cooperate to complete the Project to improve the Property.

Pursuant to Ohio Revised Code Sections 6117.251 and 6117.06, *et seq.*, the County has determined it necessary to cause the Project to be constructed and connected to the City's public sanitary sewer facility and to apportion the costs of those improvements to the freeholders of property within the Property. The County will levy the Special Assessments to be collected in semi-annual installments in the same manner and at the same time as real property taxes. The Special Assessments will be provided by the County to the Holder on behalf of the DCFA for the Bond Service Charges; provided, however, to the extent that the Bonds are not issued, the Special Assessments will be provided to the City to reimburse the City for the Project Costs. The City will, pursuant to Ohio Revised Code Section 6117.41, (a) prepare the necessary plans, estimates, and specifications for the Project, (b) contract for the construction, installation, and connection of the Project in accordance with the plans, estimates, and specifications, (c) initially pay the Project Costs subject to reimbursement (as described below) and (d) maintain and operate the Project upon final completion and acceptance.

Pursuant to the Act, the County and the City have requested the DCFA to assist the County and the City in financing the Project Costs through the issuance of the Bonds as described in Section 3.2.

The obligations of the City, the County, and the DCFA under this Agreement and the Bond Documents are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the City, the County, and the DCFA under this Agreement and the Bond Documents do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, the County and the DCFA, and neither the County, the City, the DCFA, any Holder or any other party shall have any right to have taxes levied by a Cooperative Party for the payment of its obligations under this Agreement.

Section 3.2. ISSUANCE OF THE BONDS; APPLICATION OF PROCEEDS. To provide funds to pay the Project Costs, DCFA agrees to act in good faith and exercise reasonable efforts to consummate the sale of the Bonds no later than ninety (90) days following the date on which the City certifies in writing to the County and DCFA that the Project has been substantially completed. The Bonds will be issued in the aggregate principal amount, bear interest, mature and are subject to redemption as set forth therein; each of the Cooperative Parties approves the terms of the Bonds and the Bond Documents and agrees that in the event of any inconsistency or conflict between this Agreement and the terms of the Bond Documents, the terms of the Bond Documents shall control.

DCFA agrees that proceeds from the sale of the Bonds sufficient in amount to reimburse the City for the Project Costs shall be paid to the City no later than two (2) days following the Closing Date. The Cooperative Parties hereby consent to and approve that payment.

Section 3.3. DISBURSEMENTS FROM THE PROJECT FUND. On the Closing Date, Costs of Issuance of the Bonds shall be paid from proceeds of the Bonds deposited in the Project Fund. Other amounts held in the Project Fund shall be remitted to the City and used exclusively to pay the Project Costs.

(END OF ARTICLE III)

ARTICLE IV.
FINANCING PAYMENTS

Section 4.1. FINANCING PAYMENTS.

(a) Upon the terms and conditions of this Agreement, the DCFA agrees that it will act on behalf of and cooperatively with the County and the City to finance the Project Costs by issuing the Bonds.

(b) In consideration of the DCFA's agreement in Section 4.1(a), the County hereby confirms and agrees that to effect the purposes of this Agreement and secure the payment of the Bonds it hereby assigns to the DCFA all of its right, title and interest in the Special Assessments and acknowledges and agrees that for so long as the Bonds, or any bonds which may hereafter be issued to refund the Bonds, shall be outstanding, the County shall have no interest in the Special Assessment except as may otherwise be provided for in the Bond Documents. The County shall, until such time as the Bonds, or any bonds which may hereafter be issued to refund the Bonds, are no longer outstanding, remit the Financing Payments directly to the Holder. Except as provided in Section 4.1(c), the assignment described in this Section 4.1(b) shall be irrevocable.

(c) In the event that DCFA is unable to consummate the sale of the Bonds by the time and in the amount as described in Section 3.2, then notwithstanding any provision herein to the contrary, the assignment described in Section 4.1(b) shall immediately terminate and the County hereby confirms and agrees that as of the date of that termination, to effect the purposes of this Agreement and secure the City's reimbursement for the Project Costs, it hereby irrevocably assigns to the City all of its right, title and interest in the Special Assessments and acknowledges and agrees that for so long as the Special Assessments are being collected or the City has been fully reimbursed for the Project Costs, whichever occurs first, the County shall have no interest in the Special Assessments. The County shall, until such time as the City has been fully reimbursed for the Project Costs or the collection period for the Special Assessments shall have expired, remit the Special Assessments directly to the City no later than thirty (30) days following the date on which those Special Assessments are received by the County.

(d) The County agrees that it will remit or cause to be remitted to the DCFA Financing Payments on or before each Financing Payment Date. All such Financing Payments shall be disbursed in accordance with the provisions of the Bond Documents and this Agreement for the payment of Bond Service Charges to the Holder, Administrative Expenses and other amounts payable under the Bond Documents.

(e) The DCFA and the County acknowledge and agree that the City shall have no responsibility for the payment of any Administrative Expenses, Financing Payments, or the Bond Service Charges.

Section 4.2. PLACE OF PAYMENTS. The County shall pay or cause to be paid solely from the Special Assessments all Financing Payments directly to the DCFA or the Holder, as further provided in the Bond Documents and in Section 4.4 below.

Section 4.3. OBLIGATIONS UNCONDITIONAL. The obligation of the County to make Financing Payments solely from the Special Assessment shall be absolute and unconditional, and the County shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the County may have or assert against the DCFA, the Original Purchaser and Holder, the City, or any other Person. All of the obligations of the County under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the County within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

Section 4.4. ASSIGNMENT OF AGREEMENT AND SPECIAL ASSESSMENTS. To secure the payment of Bond Service Charges, the DCFA shall assign to the Holder, by the Bond Documents, its rights under and interest in this Agreement and the Special Assessments. The other Cooperative Parties hereby agree and consent to those assignments.

Section 4.5. COLLECTION OF DELINQUENT PAYMENTS. The County shall, at the direction of the Holder, take all actions available to it to collect delinquent Special Assessments and to cause the lien securing such delinquent payments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Auditor or County Treasurer to institute such prompt and timely foreclosure proceedings.

Section 4.6. NO OTHER LIEN ON FINANCING PAYMENTS. The County agrees that so long as the Bonds are outstanding, the County shall not pledge or assign the Special Assessments for any other purpose.

(END OF ARTICLE IV)

ARTICLE V.
[RESERVED]

(END OF ARTICLE V)

ARTICLE VI.
PAYMENT AND ABATEMENT OF FINANCING PAYMENTS

Section 6.1. PAYMENT OF FINANCING PAYMENTS. The County shall transfer to the Original Purchaser and Holder, the Special Assessments within ten (10) business days of receipt. If the moneys delivered to the Original Purchaser and Holder as described in the previous sentence of this Section are sufficient to cause the release of the Bond Documents pursuant to the terms of the Bond Documents, including such amounts as are necessary to cause all Bonds to be deemed paid in accordance with and subject to the requirements of the Bond Documents, then this Agreement shall be terminated, subject to Section 8.1 hereof. Delivery of moneys shall not operate to abate or postpone Financing Payments otherwise becoming due or to alter or suspend any other obligations of the County under this Agreement.

Section 6.2. PREPAYMENT OF FINANCING PAYMENTS. Notwithstanding anything in this Agreement to the contrary, the County, from sources other than Special Assessments, may prepay at any time (but shall have no obligation to prepay) all or any part of the Financing Payments and the DCFA agrees that it and the Original Purchaser and Holder shall accept such prepayments when tendered by the County. Such prepayments shall not in any way alter or suspend the obligations of the County under this Agreement and shall not alter the obligations of the County to transfer the Financing Payments as described in Section 6.1 hereof.

Section 6.3. REDEMPTION OF THE BONDS. The DCFA has the exclusive right to effect redemption of all or part of the then outstanding Bonds on any available redemption date on which such redemption may be made under the applicable provisions of the Bonds and the Bond Documents. Nothing herein is intended to or shall give any Cooperative Party any right to redeem Bonds except in accordance with the terms thereof and of the Bond Documents.

Section 6.4. DEFEASANCE OF THE BONDS. If at any time Financing Payments have been paid to the Holder or the County otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Bonds in accordance with the Bond Documents so that after such payment or defeasance none of the Bonds will be outstanding under the Bond Documents, then the County shall direct the DCFA to cause that redemption or defeasance in accordance with the Bond Documents. Subject to Section 8.1 hereof, upon the redemption or defeasance of all Bonds and the payment of all other amounts due under the Bond Documents, including, but not limited to, Administrative Expenses due and unpaid, the County, the City, and the DCFA shall be entitled to terminate this Agreement by an agreement in writing, provided, however, that provision, satisfactory to the Holder, the County, and the DCFA shall have been made prior to such termination for the payment to the DCFA of any amounts due to the DCFA in respect of moneys expended by the DCFA in connection with the Project. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of Financing Payments.

(END OF ARTICLE VI)

ARTICLE VII.
EVENTS OF DEFAULT AND REMEDIES

Section 7.1. EVENTS OF DEFAULT. Each of the following shall be an Event of Default:

(a) The County shall fail to transfer the Financing Payments within the time specified in this Agreement and such failure continues for ten (10) calendar days after written notice thereof shall have been given to the County by the DCFA or the Holder;

(b) The County shall fail to observe and perform any other agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given to the County by the DCFA or the Holder, or for such longer period as the DCFA and the Holder may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the County institutes curative action within the applicable period and diligently pursues that action to completion;

(c) The County shall: (i) admit in writing its inability to pay its debts generally as they become due; or (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property or has a receiver or trustee appointed for it or for the whole or any substantial part of its property;

(d) Any representation or warranty made by the City, the County, or the DCFA herein or any statement in any report, certificate, financial statement, in the Bond Documents or any other instrument furnished in connection with this Agreement or with the purchase of the Bonds shall at any time prove to have been materially false or misleading in any material respect when made or given; or

(e) The County, the DCFA, or the City shall fail to observe and perform any other material agreement, term or condition contained in this Agreement, or any other Bond Document to which it is a party, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given to the defaulting party by another party, or for such longer period as the non-defaulting parties may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the defaulting party institutes curative action within the applicable period and diligently pursue that action to completion.

Notwithstanding the foregoing, if, by reason of Force Majeure, the County, the City or the DCFA are unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (b) or (e) hereof, such party shall not be deemed in default during the continuance of such inability. However, the County, the City and the DCFA, as applicable, shall promptly give notice to the Holder and the DCFA of the existence of an event

of Force Majeure and shall use their best efforts to remove the effects thereof, provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The term Force Majeure shall mean, without limitation, the following:

- (1) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or
- (2) any cause, circumstance or event not reasonably within the control of the affected party; provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2. REMEDIES ON DEFAULT. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- (a) The Holder may exercise any or all or any combination of the remedies specified in the Bond Documents;
- (b) The DCFA or the Holder may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the County or the City pertaining to Financing Payments or the Project, respectively; or
- (c) The DCFA, the City, the County or the Holder may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the DCFA, the County and the City under those instruments.

Notwithstanding the foregoing, neither the DCFA shall be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the DCFA, at no cost or expense to the DCFA. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section shall be deposited and applied in accordance with the provisions of the Bond Documents.

Section 7.3. NO REMEDY EXCLUSIVE. No remedy conferred upon or reserved to the City, the County, the DCFA or the Holder by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the DCFA to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 7.4. NO WAIVER. No failure by a party to insist upon the strict performance by another party of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by a party to observe or comply with any provision hereof.

Section 7.5. NOTICE OF DEFAULT. Any of the Cooperative Parties shall notify the Original Purchaser and Holder immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(END OF ARTICLE VII)

ARTICLE VIII.
MISCELLANEOUS

Section 8.1. TERM OF AGREEMENT. This Agreement shall be and remain in full force and effect from the date of delivery of the Bonds to the Original Purchaser thereof until such time as all sums payable by the County under this Agreement shall have been paid. Notwithstanding the foregoing, provided that the Bonds are no longer outstanding and all other sums under this Agreement have been paid, including but not limited to Administrative Expenses, this Agreement shall terminate.

Section 8.2. NOTICES. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Cooperative Parties or the Holder shall also be given to the others. Any Cooperative Party, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the notifying party shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 8.3. EXTENT OF COVENANTS; NO PERSONAL LIABILITY. All covenants, obligations and agreements of the DCFA, the County, and the City contained in this Agreement or the Bond Documents shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the DCFA, the County, the City, or the Legislative Authority of the County, the City, or the DCFA in other than his or her official capacity, and neither the members of the Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the DCFA, the County, or the City contained in this Agreement or in the Bond Documents. DCFA and the City have no liability for the payment of the Bonds.

Section 8.4. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the DCFA, the County, and the City and their respective permitted successors and assigns; provided that this Agreement may not be assigned by the DCFA except to the Holder pursuant to the Bond Documents or as otherwise may be necessary to enforce or secure payment of Financing Payments. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 8.5. AMENDMENTS AND SUPPLEMENTS. Except as otherwise expressly provided in this Agreement or the Bond Documents, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Bond Documents for release of the Bond Documents having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in writing and except as otherwise may be in accordance with the provisions of this Agreement or the Bond Documents.

Section 8.6. EXECUTION COUNTERPARTS. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 8.7. SEVERABILITY. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.8. LIMITATION OF RIGHTS. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement or the Bonds is intended or shall be construed to give to any Person other than the parties hereto and the Holder any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and the Holder, as provided herein.

Section 8.9. GOVERNING LAW. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

(END OF ARTICLE VIII)

[signature page to Cooperative Agreement]

IN WITNESS WHEREOF, the County, the City, and the DCFA have executed this Agreement as of the date set forth above.

DELAWARE COUNTY, OHIO

By: _____
Its: _____

THE CITY OF DELAWARE, OHIO

By: _____ R. Thomas Homan
Its: City Manager _____

DELAWARE COUNTY FINANCE AUTHORITY

By: _____
Its: _____

[signature page to Cooperative Agreement]

COUNTY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

DELAWARE COUNTY, OHIO

By: _____
Fiscal Officer

Dated: _____ , 2020

[signature page to Cooperative Agreement]

CITY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City, hereby certifies that the moneys required to meet the obligations of the City under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

CITY OF DELAWARE,
DELAWARE COUNTY, OHIO

By: _____
Fiscal Officer

Dated: _____ __, 2020

[signature page to Cooperative Agreement]

DCFA FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of DCFA, hereby certifies that the moneys required to meet the obligations of DCFA under the Agreement have been lawfully appropriated by the Legislative Authority of DCFA for such purposes and are in the treasury of DCFA or in the process of collection to the of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

DELAWARE COUNTY FINANCE AUTHORITY

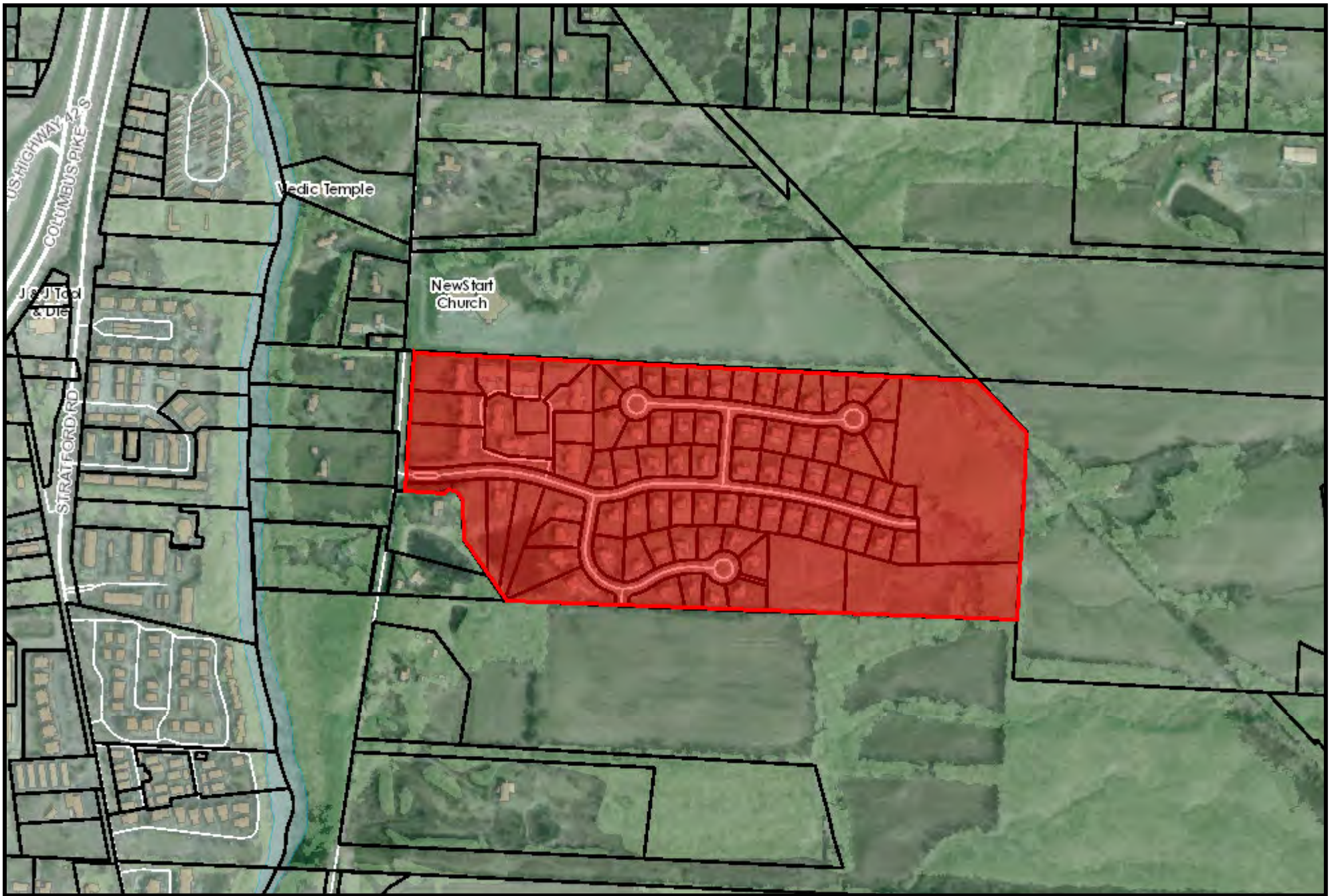
By: _____
Fiscal Officer

Dated: _____, 2020

EXHIBIT A

Depiction of the Property

(attached hereto)



Riverby Sewer Assessment District

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



Delaware County Auditor
 George Kaitza



Printed on 10/16/2020

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: December 10, 2020

1. **Calendar**
See Attached

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

December

2020

Monthly Meeting Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Virtual Civil Service 3 pm Virtual Planning Commission 6:30 pm	3	4	5
6	7 Virtual Council Work Session (to be determined)	8	9 Virtual BZA 6:30 pm	10	11	12
13	14 Virtual Council 7pm Year End Meeting	15 Virtual Shade Tree Commission 6:30 pm	16 Virtual Finance Committee 4 pm Virtual HPC 6:30 pm	17	18	19
20	21 Virtual Parking and Safety 6 pm - Canceled	22	23	24	25	26
27	28	29	30	31		

January

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Council Work Session 6:30 pm	5	6 Civil Service 3 Planning 6:30 pm	7	8	9
10	11 Council 7 pm	12 Sister City 6 pm	13 BZA 6:30	14	15	16
17	18	19 Parks and Rec 6:30	20	21	22	23
24	25 Council 7 pm	26	27 HPC 6:30	28	29	30
31						

CONTRACT APPROVAL - 12/14/20

VENDOR	EXPLANATION OF AGREEMENT	2020 AMOUNT	DEPARTMENT	DATE
ms consultants	City Hall Renovation C09	\$9,300.00	CMO	11/18/2020
Bricker & Eckler	Agreement for Legal Svcs. - Sawmill Pkwy	N/A	Economic Dev.	11/18/2020
Medline Industries	Supply Agreement	N/A	Fire Dept.	11/17/2020
Sourcepoint	Service Coordination Agreement	No Cost	Fire Dept.	12/4/2020
Tyler Technologies	Request to pre-bill	No Cost	IT	11/17/2020
Westlaw/Thompson Reuters	Software Utilization Agreement	5746 per yr	Legal	12/4/2020
Planning Next	Contract Amendment	\$10,000.00	Planning	12/2/2020
North American Env. Svcs.	Asbestos abatement for Spring St. Properties	\$21,975.00	Planning	12/4/2020
Strand Associates	Biological phosphorous Testing	\$5,500.00	Public Utilities	11/18/2020
ODOT	Citiwide Signals LPA Agreement	\$2,885,000.00	Public Works	12/2/2020
The Shelly Company	2020 Pavement Maint. Program	\$80,346.76	Public Works	12/2/2020
ODOT	US23 & Hull Dr. LPA Agreement	Grant Received	Public Works	12/2/2020
ms consultants	US23 & Hull Dr. LPA Agreement	\$42,176.00	Public Works	12/2/2020