CITY OF DELAWARE
CITY COUNCIL
MEETING TO BE HELD VIRTUALLY VIA CISCO Webex **
7:00 P.M. MEETING
JANUARY 25, 2021

AGENDA

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

1. Roll Call

2. INVOCATION – Reverend Gunnar Cerda, Ohio Health Pastoral Care

3. APPROVAL of the Motion Summary of the regular meeting of Council held on January 11, 2021, as recorded and transcribed.
   APPROVAL of the Motion Summary of the work session of Council held on January 4, 2021, as recorded and transcribed.

4. CONSENT AGENDA
   A. Acceptance of the Motion Summary of the Parks and Recreation Advisory Board meeting held on September 22, 2020, as recorded and transcribed.
   B. Resolution No. 21-02, a resolution authorizing the City Manager to enter into a cooperative agreement with Delaware County for fiber use/expansion.
   C. Resolution No. 21-03, a resolution authorizing the City Manager to enter into a Economic Development Revolving Loan Fund Administration Agreement with the Ohio Development Services Agency for the period beginning January 1, 2021 and ending December 31, 2023.
   D. Resolution No. 21-04, a resolution authorizing the City of Delaware to participate in the State of Ohio Cooperative Purchasing Program.
   E. Establish February 8, 2021 at 7:20 p.m. as a date and time for a public hearing and second reading for Ordinance No. 21-03, an ordinance amending 108.02 of the Codified Ordinances relating to the authority of city officers to dispose of city personal property.

5. LETTERS, PETITIONS, AND PUBLIC COMMENTS

   - JOIN VIRTUAL MEETING: To provide live public comment please email emccloskey@delawareohio.net or call 740-203-1013 to sign up by 3 p.m. the date of the meeting. **Name and address are required for public comment**. Comments are limited to 3 minutes.

   - EMAIL, LETTER, PETITION: Emails, letters, and petitions received

by 3 p.m. the date of the meeting will be presented to Council and submitted into the record. These items will not be read aloud during the meeting but will be available on the website following the meeting at the end of the next business day. **Name and address are required.**

- o FACEBOOK: Comments received on Facebook will not be presented during the meeting and will be addressed by staff subsequent to the meeting as appropriate.

6. INTRODUCTION OF NEW STAFF
   A. Mike Hamer, Recreation Program Superintendent

7. PRESENTATION
   A. "Delaware Together" Comprehensive Plan Update – Dave Efland, Planning and Community Development Director and Lee Yoakum, Community Affairs Coordinator

8. COMMITTEE REPORTS

9. THIRD READING of Ordinance No. 20-89, an ordinance approving a Rezoning Amendment for Homeport from B-3 (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.

10. THIRD READING 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.

11. THIRD READING 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.

12. SECOND READING of Ordinance No. 21-01, an ordinance approving a Final Development Plan Extension request until January 31, 2023 by Grden LLC., for Winterbrook Place Phase 1 consisting of 66 single family lots on 30.452 acres zoned R-3 PMU (one Family Residential district with a Planned Mixed-Use Overlay District) and located on Winterbourne Drive, Sienna Glenn Drive, Mahogany Drive, Gardenia Lane, and Silver Pine Lane.

13. CONSIDERATION of Ordinance No. 21-02, an ordinance amending the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies and declaring an emergency.

14. CONSIDERATION of Ordinance No. 21-03, an ordinance amending 108.02 of the Codified Ordinances relating to the authority of city officers to dispose of city personal property.

15. FINANCE DIRECTOR'S REPORT

16. CITY MANAGER'S REPORT & COVID-19 UPDATE:

17. COUNCIL COMMENT

18. 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.

19. 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.

The regular meeting of Council held on January 11, 2021 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: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Riggle who presided. The invocation was delivered Reverend Jon Powers, University Chaplain Emeritus, Ohio Wesleyan University.

Staff Present Remotely: Dave Efland, Planning and Community Development Director, Justin Nahvi, Finance Director, J 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

ITEM 3: APPROVAL OF MINUTES
APPROVAL of the Motion Summary of the regular meeting of Council held on December 14, 2020, as recorded and transcribed.

Motion: Mrs. Keller motioned to approve the Motion Summary of the regular meeting of Council held on December 14, 2020, as recorded and transcribed, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 4: CONSENT AGENDA
A. Acceptance of the Motion Summary of the Finance Committee meeting held on October 29, 2020, as recorded and transcribed.
B. Acceptance of the Motion Summary of the Planning Commission meeting held on December 2, 2020, as recorded and transcribed.
C. Acceptance of the Motion Summary of the Records Commission meeting held on June 17, 2020, as recorded and transcribed.

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

ITEM 5: LETTERS, PETITIONS, AND PUBLIC COMMENTS

The Clerk submitted into the records the following emails that were received:

Judy Viancourt
16300 Westdale Avenue
Cleveland, Ohio 44135

ITEM 6: COMMITTEE REPORTS
Mr. Hellinger provided an update on the Finance Committee meeting that was held in December.

Mayor Riggle informed Council that there will be a Sister City Advisory Board meeting held on January 12, 2021.

ITEM 7: RESOLUTION NO. 21-01 [First Reading]
A RESOLUTION HONORING THE LIFE OF DR. MARTIN LUTHER KING, JR.

The Clerk read the resolution for the first time.

Motion: Mrs. Keller motioned to adopt Resolution No. 21-01, seconded by Mr. Hoffman. Motion approved by a 7-0 vote.

ITEM 8: ORDINANCE NO. 20-84 [Second Reading]
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.

The Clerk read the ordinance for the second time.

Motion: Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 20-84, seconded by Mr. Hoffman. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 20-84, seconded by Mr. Hoffman. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer motioned to adopt Ordinance No. 20-84, seconded by Mr. Hoffman. Motion approved by a 7-0 vote.

ITEM 9: ORDINANCE NO. 20-88 [Public Hearing and Second Reading]
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.

The Clerk read the ordinance for the second time. There was no public comment.

Motion: Mrs. Keller motioned to suspend the rules for Ordinance No. 20-88, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mrs. Keller motioned to adopt Ordinance No. 20-88, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 10: ORDINANCE NO. 20-89 [Public Hearing and Second Reading]
AN ORDINANCE APPROVING A REZONING AMENDMENT FOR HOMEPORT FROM B-3 (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.

The Clerk read the ordinance for the second time. Council to take

Ordinance 20-89 to a third reading.

APPLICANT:
Laura MacGregor Comek
Laura M. Comek Law, LLC
17 South High Street, Ste 700
Columbus, Ohio

Leah Evans
Homeport, Vice President Real Estate Development
562 East Main Street
Columbus, Ohio

Roy Lowenstein
Homeport, Project Developer
562 East Main Street
Columbus, Ohio

PUBLIC PARTICIPATION:

Nancy Russell
Via Webex
115 Channing Street
Delaware, Ohio

The following emails were read into the record by the Clerk:

Scott Lilly
81 Scottwood Court
Delaware, Ohio

Deena Ingle
51 Scottwood Court
Delaware, Ohio

ITEM 11: ORDINANCE NO. 20-90 [Public Hearing and Second Reading]
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.

The Clerk read the ordinance for the second time. Council to take Ordinance No. 20-90 to a third reading.

APPLICANT:
Laura MacGregor Comek
Laura M. Comek Law, LLC
17 South High Street, Ste 700
Columbus, Ohio

Leah Evans
Homeport, Vice President Real Estate Development
562 East Main Street
Columbus, Ohio

Roy Lowenstein
Homeport, Project Developer
562 East Main Street
Columbus, Ohio

PUBLIC PARTICIPATION:

Nancy Russell
Via Webex
115 Channing Street
Delaware, Ohio

The following emails were read into the record by the Clerk:

Scott Lilly
81 Scottwood Court
Delaware, Ohio

Deena Ingle
51 Scottwood Court
Delaware, Ohio

ITEM 12: ORDINANCE NO. 20-91 [Second Reading]
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.

The Clerk read the ordinance for the second time. Ordinance No. 20-91 will be presented for a third reading.

ITEM 13: ORDINANCE NO. 21-01 [First Reading]
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN EXTENSION REQUEST UNTIL JANUARY 31, 2023 BY GRDEN LLC., FOR WINTERBROOK PLACE PHASE 1 CONSISTING OF 66 SINGLE FAMILY LOTS ON 30.452 ACRES ZONED R-3 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED-USE OVERLAY DISTRICT) AND LOCATED ON WINTERBOURNE DRIVE, SIENNA GLENN DRIVE, MAHOGANY DRIVE, GARDENIA LANE, AND SILVER PINE LANE.

The Clerk read the ordinance for the first time. Council to take Ordinance No. 21-01 to a second reading.

ITEM 14: CITY MANAGER'S REPORT & COVID-19 UPDATE
Mr. Homan provided an update on the hiring for the new City Prosecutor. He discussed an upcoming Zoom call with the Historical Society regarding the Compromise of 1877. He discussed the need for emergency repairs to the North Street Bridge. He discussed providing more information on potential to expand the DORA boundaries and use.

ITEM 15: COUNCIL COMMENTS
Mrs. Keller discussed that the Ohio Department of Health has not provided the data pertaining to the positivity rates. She discussed that Council had previously requested this information back in September,

2020 and may look at requesting future legislation to request this information.

Mr. Hoffman voiced his praise on the new DORA marketing materials.

ITEM 16: ADJOURNMENT

Motion: Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 8:03 p.m.

_____
Mayor Carolyn Kay Riggle

_____
Elaine McCloskey, Council Clerk

The work session meeting of Council was held on January 4, 2021 and was called to order at 6:30 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: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Riggle who presided.

Staff Present Remotely: Dave Efland, Planning and Community Development Director, Natalia Harris, City Attorney, Kyle Kridler, Assistant City Manager, and Tom Homan, City Manager

ITEM 2: LEGAL UPDATE PRESENTATION AND DISCUSSION OF OHIO'S SUNSHINE AND ETHICS LAWS

Attorney Harris provided a presentation to Council regarding Ohio's Sunshine and Ethic Laws.

Council had a discussion on record keeping and also the procedures for receiving written public comment at future Council meetings.

ITEM 3: NEXT WORK SESSION DATE: February 1, 2021
A. Proposed Topic: 2021 Goals

ITEM 4: ADJOURNMENT

Motion: Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 7:40 p.m.

_____
Mayor Carolyn Kay Riggle

_____
Elaine McCloskey, Council Clerk

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PARKS AND RECREATION ADVISORY BOARD
MOTION SUMMARY
September 22, 2020

ITEM 1. Roll Call

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

Members Virtually Present: Cassie Cunningham, Bob Dalton (audio difficulty until 6:42 p.m.), Jill Staugler, Maria Schul, Michael Rush, Corie Thompson (arrived at 7:52 p.m.), Vice-Chairwoman Dianna Hibinger, and Chairman Joshua Bricker

Members Absent: Gary Hayward, Angela MacWhinney, and Councilman Chris Jones

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

YMCA Staff Virtually Present: Roger Hanafin, Associate Executive Director and Lolita Haverlock, Regional VP of Operations

Motion to Excuse: Vice-Chairwoman Hibinger motioned to excuse Councilman Jones, Gary Hayward, Angela MacWhinney, seconded by Mr. Rush. Motion approved by a 6-0-1 (Dalton) vote.

ITEM 2. APPROVAL of the Motion Summary for the meeting held July 21, 2020 as recorded and transcribed.

Motion: Mr. Rush motioned to approve the Motion Summary for the meeting held July 21, 2020 as recorded and transcribed, seconded by Vice-Chairwoman Hibinger. Motion approved by a 6-0-1(Dalton) vote.

ITEM 3. PUBLIC COMMENTS

Ernest Heyder
1562 Hanover Road
Delaware, Ohio

The Clerk read a statement on behalf of Mr. Heyder who was present virtually for the meeting. The statement voiced his concerns regarding the scheduling of tennis courts to be used for pickleball during specific hours and that the City is in violation of Chapter 541.05.

Vice-Chairwoman Hibinger discussed concerns that she had received where tennis players were asked to leave and play at Mingo and that these individuals let her know that they were upset over the use of courts. She discussed that

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other parks will go on a first come first serve basis. She also discussed the availability to use the tennis courts at the high school when not in use by the students.

Chairman Bricker voiced that he did not see the reservation of the courts any different than the reservation of fields for different leagues.

Mr. Heyder voiced concerns over the signage that is in place regarding the reserved times for the pickleball and requested that this be discussed. Chairman Bricker recommended that this be a discussion item for the next meeting.

ITEM 4. PRESENTATION on Draft Recreation Needs Assessment

PRESENTORS:
Austin Hochstetler
PROS Consulting
CPRP, Associate Principal
201 South Capitol Avenue, Suite 505
Indianapolis, Indiana

Nichole Harberlin
PROS Consulting
Project Manager
201 South Capitol Avenue, Suite 505
Indianapolis, Indiana

Mr. Hochstetler reviewed the findings from the Recreation Needs Assessment. The board voiced their support of the presentation and the assessment. Chairman Bricker voiced that the assessment was very reflective of the City and its needs. Mr. Dalton discussed how the assessment reflected what a great community we live in.

Motion: Mr. Dalton motioned to recommend the Recreation Needs Assessment to Council for adoption, seconded by Mr. Rush. Motion approved by an 8-0 vote.

ITEM 5. STAFF COMMENTS

Mr. Miller discussed recent incidents of vandalism at the bathrooms at both Blue Limestone Park and Mingo Park and windows of the concession stand at Veterans Park were smashed.

ITEM 6. MEMBERS COMMENTS

Vice-Chairwoman Hibinger discussed that the need for reservation of pickleball courts would help. Chairman Bricker expressed the need to investigate the situation more and find a middle ground between the two groups.

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ITEM 7. ADJOURNMENT

Motion: Vice-Chairwoman Hibinger moved to adjourn the Parks and Recreation meeting, seconded by Mr. Dalton. The meeting adjourned at 7:47 p.m.

DocuSigned by:
Joshua Bricker
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Chairperson

DocuSigned by:
Elaine McCloskey
24C5E222F6604F7...
Elaine McCloskey, Clerk

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: CONSENT ITEM B DATE: 01/25/2021

ORDINANCE NO: RESOLUTION NO: 21-02

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Susie Daily, Chief Information Officer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH DELAWARE COUNTY FOR FIBER USE/EXPANSION.

BACKGROUND:
Management and monitoring of traffic at signalized intersections is currently being done through radio at the following intersections: US 23 at Hills Miller, US 23 at McDonald's/BMV, US 23 at Panhandle Road, and US 23 at North Sandusky Street. The need to communicate/interact reliably and quickly to monitor the traffic conditions, signal operation, coordinate traffic signal timing and provide emergency vehicle preemption on a major route like US-23 is imperative. To reduce infrastructure costs and build a stronger traffic signal infrastructure, the City has asked Delaware Co. to formalize an agreement seeking fiber optic connectivity from the County's existing fiber network to the City's existing fiber network. Specifically, to connect traffic signals at the following intersections: US 23 at Hills Miller Road, US 23 at McDonald's/BMV, US 23 at Panhandle Road and US 23 at N. Sandusky Street.

REASON WHY LEGISLATION IS NEEDED:
This Resolution is required in order for the City Manager to sign an intergovernmental agreement.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
The total project cost is currently estimated at $24,900.00. Delaware County will be contributing up to $0.00 to the project.

POLICY CHANGES:
N/A

PRESENTER(S):
Susie Daily, Chief Information Officer

RECOMMENDATION:
Approval

ATTACHMENT(S)
Cooperation Agreement

RESOLUTION NO. 21-02

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH DELAWARE COUNTY FOR FIBER USE/EXPANSION.

WHEREAS, the Taxpayers of the City of Delaware and Delaware County will mutually benefit from Fiber Use/Expansion due to the ability to better coordinate traffic signals and take advantage of fiber connectivity; and

WHEREAS, the City of Delaware and Delaware County have developed a cooperation agreement, attached hereto, that will better coordinate traffic signals and take advantage of fiber connectivity; and

WHEREAS, the cooperation agreement will be updated every two (2) years beginning (February) 2023, at which time both parties must mutually agree to any necessary changes.

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 a cooperative agreement with Delaware County for fiber use/expansion.

SECTION 2. That this resolution shall be in force and effect immediately upon its passage.

PASSED: _____, 2021 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF DELAWARE
AND
DELAWARE COUNTY
FOR FIBER USE/EXPANSION

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

1 AUTHORITY

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

2 PURPOSE

2.1 The City and County desire to formalize an agreement seeking fiber optic connectivity from the County's existing fiber network to the City's existing fiber network. Specifically, to connect traffic signals at the following intersections: US 23 at Hills Miller Road, US 23 at McDonald's/BMV, US 23 at Panhandle Road and US 23 at N. Sandusky Street (the "Project").

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

3 NOTICES

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

3.1.1 County:

Steve Lewis
Information Technology Director
101 North Sandusky Street
Delaware, Ohio 43015
Email: slewis@co.delaware.oh.us

3.1.2 City:

Susie Daily
Chief Information Officer
1 South Sandusky Street
Delaware, Ohio 43015
email: sdaily@delawareohio.net

4 MANAGEMENT OF PROJECT

4.1 The City, acting through the Chief Information Officer, and the County, acting through the Information Technology Director, will mutually design the Project. The City Chief Information Officer will administer the construction contract and manage the construction of the Project.

5 ESTIMATED COSTS

5.1 The estimated costs of the project are as follows:

5.1.1	Total Cost of Project:	$24,900.00
5.1.2	County Share:	$ 0.00
5.1.3	City Share:	$ 24,900.00

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

6 COST PARTICIPATION

6.1 The City shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.

6.2 The City shall be responsible for 100% of the costs for all necessary fiber components to establish communication between the existing Signal Cabinets/Controllers and Central Traffic Signal System for the 4 intersections included with this project under City jurisdiction.

6.3 The City shall be responsible for 100% of the future maintenance of all fiber components within the Signal Cabinets/Controllers.

6.4 The County's contribution to the Project shall be limited to the access to and use of the County's fiber optic network as set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

7 PERSONNEL

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

8 EQUIPMENT AND FACILITIES

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

9 RECORDS

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

10 TERM

10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.

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

10.3 This Agreement will be reviewed every two (2) years starting in January 2023, and both Parties must mutually agree to any necessary changes. If no changes are made, the most recent version of the Agreement shall remain in effect.

11 LEGAL CONTINGENCIES

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

12 INSURANCE AND LIABILITY

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

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

13 MISCELLANEOUS TERMS & CONDITIONS

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

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

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

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

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

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

City of Delaware

By: _____ Date: _____

R. Thomas Homan, City Manager

Delaware County Board of Commissioners

By: _____ Date: _____

Michael A. Frommer, P.E., County Administrator
Pursuant to Resolution No. 20-971

Approved as to Form

_____ Date: _____

Staff Attorney, Board of Commissioners
Delaware County, Ohio

_____ Date: _____

Natalia S. Harris, Delaware City Attorney

Exhibit A

Delaware County shall provide the following assets to the City of Delaware:

Fiber Optic Use:

1. An Indefeasible Right to Use (IRU) two (2) fiber strands originating at City Hall located at 1 South Sandusky St. and ending at Delaware County Data Center located at 10 Court St.
2. An Indefeasible Right to Use (IRU) two (2) fiber strands originating at 10 Court St. and ending at approximately 2045 US 23 North.
3. An Indefeasible Right to access and splice into the same two fibers described above at a splice case approximately 909 US Rt 23 North. This work must be scheduled and coordinated with a contractor selected by the County.

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: CONSENT ITEM C DATE: 01/25/2021

ORDINANCE NO: RESOLUTION NO: 21-03

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Director of Planning & Community Development

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2023.

BACKGROUND:

The City of Delaware is required by the State of Ohio to enter into this Economic Development Revolving Loan Fund Administration Agreement with the Ohio Development Services Agency (ODSA) to continue to locally administer the City's Revolving Loan Fund (RLF). The RLF is a financing mechanism from which loans are available for gap-financing for community, local, expanding, or start-up businesses. Incentives such as a fixed rate, low interest, and/or long-term financing enable businesses to locate or expand within the City limits. The loan is made to a business, and as repayments are made, funds become available for new loans to additional businesses. The RLF originated from repayments of federal Economic Development Community Development Block Grants (CDBG), which must follow the rules and regulations established by the United States Department of Housing and Urban Development (HUD) and the ODSA. The goal of the CDBG Revolving Loan Fund is to create and retain permanent, private-sector job opportunities. The loan applicant must actively recruit and make every effort to hire qualified low-and-moderate income individuals for at least 51% of jobs created.

In 2010, ODSA instructed CDBG grantee communities state-wide to apply for Waivers to expend RLF funds on CDBG-eligible activities or risk having their RLF balances recouped by the State. The City, therefore, has used such Waivers to leverage the City's CDBG Community Development Allocation Grant for street improvements in low-and-moderate-income neighborhoods, and for a variety of CDBG-eligible activities with ODSA approval, such as the downtown façade program, the wayfinding initiatives, Strand Theater renovations, Liberty Community Center parking lot, and most recently the Second Ward Community Initiative Roof project.

The City's current overall RLF balance as of 12/31/20 is $300,624, with the budget for 2021 projects being $279,325. The RLF budget balance in 2010 was $607,000. ODSA has been pleased with the City's caliber of Waiver projects and progress with RLF expenditures. The City's RLF is available within the menu of financing programs offered for local Economic Development activities. However, in the present low interest rate environment, applicants have elected not to apply for these RLF funds, which include all the requirements of the State and Federal government. The City currently has three active loans in its portfolio with a total outstanding loan balance of $327,370, with decreasing monthly revenues and final pay-off within the next five to six years. We would anticipate continuing to seek appropriate Waivers and eventually, as interest rates rise in the long term, potentially seek additional RLF funding for the program.

This administration agreement simply extends the existing Agreement already in place for another three years (2021-2023). The existing Agreement expired at the end of 2020. There are no changes in the regulations of the agreement. The signed agreement is due back to ODSA by February 1, 2021.

REASON WHY LEGISLATION IS NEEDED:
The State of Ohio (ODSA) requires adoption of a Resolution authorizing the execution of this Agreement.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
N/A

POLICY CHANGES:
N/A

PRESENTER(S):
David Efland, Director of Planning & Community Development

RECOMMENDATION:

Approval. New Agreement simply extends the existing Agreement already in place for another three years to 2023. There are no changes in the regulations from the agreement already in place.

ATTACHMENT(S)

2021-2023 Economic Development Revolving Loan Fund Administration Agreement

RESOLUTION NO. 21-03

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2023.

WHEREAS, the City of Delaware through the Ohio Development Services Agency Office of Community Development administers the federal Community Development Block Grant (CDBG) Program for the State of Ohio; and

WHEREAS, the City of Delaware has been determined to be an eligible recipient of CDBG funds and has been awarded CDBG funds from the State of Ohio to finance eligible activities that may generate Program Income as defined by the Revolving Loan Fund Administration Agreement; and

WHEREAS, the State of Ohio has recognized the positive impact on community development initiatives when the use of Program Income is locally determined and has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of economic base expansion and stability and encouraging increased employment opportunities, particularly for low-and-moderate households; and

WHEREAS, the State of Ohio desires to have the City of Delaware administer an Economic Development Revolving Loan Fund using the CDBG Program Income and the City of Delaware desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above and for other CDBG-eligible activities.

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

SECTION 1. That the City Manager is hereby authorized to enter into an Economic Development Revolving Loan Fund Administration Agreement with the Ohio Development Services Agency, as attached hereto.

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

PASSED: _____, 2021 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the Ohio Development Services Agency (the "Grantor") and **CITY OF DELAWARE** (the "Grantee") for the period beginning **January 1, 2021** (the "Effective Date") and ending **December 31, 2023** (the "Termination Date").

Background Information

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Economic Development Program Income is locally determined. Grantor has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of:

1. encouraging the expansion and stability of the economic base of the designated area of the Economic Development Revolving Loan Fund; and

2. encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund.

D. Grantor desires to have Grantee administer an Economic Development Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Statement of The Agreement

1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Economic Development Program Income into an Economic Development Revolving Loan Fund account held by the Grantee.

2. **Definitions**.

a. Economic Development Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Program Income Policies and Procedures Manual, available on OCD's Technical Assistance website, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b. Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds for economic development, downtown revitalization, and microenterprise business development activities.

c. CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee.

3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that includes the policies and procedures established by Grantor in the OCD Program Income Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Program Income Policies and Procedures Manual, the Local RLF Plan, and the current Ohio Consolidated Plan.

4. **Loan and Grant Approvals.** Grantee shall submit to Grantor an RLF loan or grant approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.

5. **National Objective Requirements**. Grantee shall ensure that all projects funded as a result of this Agreement meet the CDBG national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the waiver request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

6. **Subrecipient Agreements**. Except under circumstances subject to OCD Program Policy 20-04, Use of Subrecipients for Public Services Activities, Grantee shall not subgrant or subloan the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

7. **Accounting of RLF Funds**. RLF Funds shall be deposited and maintained in a separate interest-bearing fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

8. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than thirty (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

9. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Economic Development Program Income.

    a. If Grantee proposes to commit Economic Development Program Income to an OCD Grant-funded activity for which it is the responsible entity, the environmental procedures associated with the OCD Grant shall fulfill the environmental requirements for the Economic Development Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Economic Development Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.

    b. For any other eligible use of Economic Development Program Income, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for the aggregated activity assisted with Economic Development Program Income. Grantee may not commit Economic Development Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.

11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

12. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 29 (f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. **Records, Access and Maintenance**. Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCD Program Income Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 20 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. **Inspections**. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

15. **Audits**. An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.

16. **Equal Employment Opportunity**. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

17. **Prevailing Wage Rates and Labor Standards**. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

    In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

18. **Use of Federal Grant Funds**. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Program Income Policies and Procedures Manual, and the Local RLF Plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

19. **Property and Equipment Purchases**. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 20, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

20. **Termination**.

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.

iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 21 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Program Income Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD Program Income Policies and Procedures Manual.

21. **Effects of Termination**. Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

22. **Forbearance Not a Waiver**. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

23. **Conflict of Interest**. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in OCD **Program Policy 15-07: Resolving a Potential Conflict of Interest**.

24. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

25. **Adherence to State and Federal Laws, Regulations**.

a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

26. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

27. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

28. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

29. **Miscellaneous**.

a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notice**s. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

ii. In the case of Grantee, to:
CITY OF DELAWARE
1 SOUTH SANDUSKY STREET, DELAWARE
OH 43015

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. **Headings.** Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.

i. **Assignment.** Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. **Permissible Expenses.** If "travel expenses", as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

Each of the parties has caused this Economic Development Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:
CITY OF DELAWARE

Grantor:
State of Ohio
Development Services Agency
Lydia L. Mihalik, Director

X
Authorized Official

R. Thomas Homan
Printed Name:

City Manager
Title:

Date:

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: CONSENT ITEM D DATE: 1/25/2021

ORDINANCE NO: RESOLUTION NO: 21-04

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:
A RESOLUTION AUTHORIZING THE CITY OF DELAWARE TO PARTICIPATE IN THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM.

BACKGROUND:
The State of Ohio allows governmental subdivisions to participate in the Ohio Cooperative Purchasing Program which translates into cost savings and efficiencies by allowing these entities to purchase goods and services through state contracts without the need for a separate bidding process.

REASON WHY LEGISLATION IS NEEDED:
In order to participate in this program, governmental subdivisions are required to pass legislation on an annual basis authorizing the entity to participate in the cooperative purchasing program and pay a nominal administrative fee.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
Based on the current estimated population for the City of Delaware, the administrative fee per year to participate in this program will be $170.

POLICY CHANGES:
N/A

PRESENTER(S):
Justin Nahvi, Finance Director

RECOMMENDATION:
Approval

ATTACHMENT(S)
N/A

RESOLUTION 21-04

A RESOULTION AUTHORIZING THE CITY OF DELAWARE TO PARTICIPATE IN THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM.

WHEREAS, Ohio's Cooperative Purchasing Act. (AM. Sub. H.B. No. 100), as signed into law on December 4, 1985; and

WHEREAS, effective March 6, 1986, Ohio's Cooperative Purchasing Act provides the opportunity for counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts and other authorities, to participate in contracts distributed by the state of Ohio, Department of Administrative Services, Office of Cooperative Purchasing for the purchase of supplies, services, equipment and certain materials.

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

SECTION 1. That the Finance Director hereby requests authority in the name of the City of Delaware to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into and the Office of Cooperative Purchasing has distributed for the purchase of supplies, services, equipment and certain other materials pursuant to Revised Code Section 125.04.

SECTION 2. That the Finance Director is hereby authorized to agree in the name of the City of Delaware to be bound by all contract terms and conditions as the Department of Administrative Services, Office of Cooperative Purchasing prescribes. Such terms and conditions may include a reasonable annual membership fee to cover the administrative costs which the Department of Administrative Services incurs as a result of City of Delaware participation in the contract. Further, that the Finance Director does hereby agree to be bound by all such terms and conditions and to not cause or assist in any way the misuse of such contracts or make contract disclosures to non-members of the Coop for the purpose of avoiding the requirements established by ORC 125.04.

SECTION 3. That the Finance Director is hereby authorized to agree in the name of the City of Delaware to directly pay the vendor, under each such state contract in which it participates for items it receives pursuant to the contract, and the City of Delaware does hereby agree to directly pay the vendor.

SECTION 4. That this resolution shall be in force and effect immediately upon its passage.

PASSED: _____, 2021 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

EST 1808
CITY OF
DELAWARE
OHIO

ITEM 5:

PUBLIC COMMENT RECEIVED PRIOR TO SUBMISSION OF AGENDA

From: Margaret Bowman
To: Elaine McCloskey
Subject: PUBLIC COMMENT
Date: Tuesday, January 19, 2021 10:34:16 AM

Caution! This message was sent from outside your organization.

My name is Margaret Bowman and I am in the 2nd Ward. Lisa Keller is my council representative. I am writing to express my concern over the way she represents herself and our city on her public Facebook page. While her efforts in collecting and disseminating information about the COVID-19 pandemic could be valuable, she seems to cherry pick and spread misinformation on a nearly daily basis. She often uses articles (not empirical studies) from very right-wing leaning websites to support claims, with clear bias in their writing. Often, these articles (and studies that may be linked within the articles) are not reliable, have not been peer-reviewed, and furthermore, do not actually support the claims she is attempting to make. From my review of her Facebook posts over the last few months, she does not seem to understand how to appropriately find specific support for specific claims and makes generalizations when there is not enough information to do so. Many of her constituents take her at her word and believe what she says without understanding how to read scientific research or ask critical questions, so it is important as a public official that this spread of misinformation is quickly corrected.

Councilwoman Keller also appears to have far-reaching supporters outside of the city of Delaware who readily attack anyone who questions her posts. I myself have been a victim of such attacks when I questioned Lisa's use of articles of which their content was about something entirely different from the claims she was attempting to make. I am not asking the council to police Lisa's supporters. I am however questioning her use of Facebook to make such politically motivated partisan claims. I have seen the emails available through public record in which people from outside the city have written to support Lisa. I ask the council to dismiss these emails and letters, and reach out to those specifically in Lisa Keller's ward for better representation.

Thank you,

Margaret Bowman
35 Delaware Dr.
Delaware, OH 43015

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 9

DATE: 01/25/2021

ORDINANCE NO: 20-89

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES
January 11, 2021 @ 7:30 pm

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-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.

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)
Additional Public Comment Received Prior to Staff Report
Staff Report

ORDINANCE NO. 20-89

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR HOMEPORT 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.

WHEREAS, the Planning Commission at its meeting of December 2, 2020 recommended approval of a Rezoning Amendment for Homeport 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 (PC Case 2020-2571) and

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-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, 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.

PASSED: _____, 2021 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 10

DATE: 01/25/2021

ORDINANCE NO: 20-90

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES
January 11, 2021 @ 7:30 pm

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.

PASSED: _____, 2021 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 11 | DATE: 01/25/2021

ORDINANCE NO: 20-91 | RESOLUTION NO:

READING: THIRD | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR HOMEPORT FOR A 52 UNIT MIXED USE RESIDENTIAL DEVELOPMENT AT 50 CHANNING STREET ON APPROXIMATELY 5.38 ACRES AND ZONED R-4 PMU (MEDIUM DENSITY RESIDENTIAL WITH A PLANNED MIXED USE OVERLAY DISTRICT).

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 (MEDIUM DENSITY RESIDENTIAL WITH A PLANNED MIXED USE OVERLAY DISTRICT).

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 (Medium Density Residential District with a Planned Mixed Use Overlay District) (PC Case 2020-2573).

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 (Medium Density Residential District with a Planned Mixed Use Overlay District), 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.

PASSED: _____, 2021 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

EST 1808
CITY OF
DELAWARE
OHIO

ITEM 9:

ADDITIONAL
PUBLIC COMMENT RECEIVED

From: Deena Ingle
To: Elaine McCloskey
Subject: Re: City Council MTG for 50 Channing St.
Date: Tuesday, January 12, 2021 12:34:16 PM

Caution! This message was sent from outside your organization.

I was hoping to give my opinion but I could not get off mute for some reason.

I am not wanting to attend the next meeting for 50 Channing St but if you would could you please read my email to council.
I am speaking for myself and other residents on Scottwood Ct. We oppose of the housing development at 50 Channing St. We all agree a nice small park for our children and Grandchildren would be a perfect area. We are aware there is a park off of Rheem Street but to have a small park on this side (north side) of E Central Ave would be awesome! Homeport does not care about the neighbors and children. Cramming a housing development at 50 Channing St is NOT the solution. Please make our East side beautiful with a park. Please please please consider our opinions. Concerned resident,

---------- Forwarded message ---------
From: **Deena Ingle** <jdingle80@gmail.com>
Date: Mon, Jan 11, 2021, 7:58 PM
Subject: Re: City Council MTG for 50 Channing St.
To: Elaine McCloskey <EMcCloskey@delawareohio.net>

I am so sorry! I am having issues unmuting. You can read my email to council. Thank you

On Mon, Jan 11, 2021, 10:33 AM Elaine McCloskey <EMcCloskey@delawareohio.net> wrote:

> Ms. Ingle,
>
> Thank you for your email request to speak at the virtual City Council meeting tonight. Our meetings are held through Cisco Webex and there are a couple ways you can join:
>
> 1. Through the link on your computer if you have access to microphone and video
> 2. Smart phone – may need to download the Cisco Webex app
> 3. Via telephone.
>
> We request that you join the meeting prior to 7 pm, have your camera turned off and muted until it is time to speak. Depending on how many individuals request to speak I may have to put everyone in a waiting room until it is time for the public hearing.

Public Comment is limited to 3 minutes.

20210111 council packet.pdf.

MEETING LOG IN LINK:

Log in to computer:

https://delawareohio.webex.com/meet/councilwebex

Call In:

1-415-655-0003

Meeting Number:

736-857-569

Thank you,

Elaine McCloskey

City Council Clerk

City of Delaware

1 S. Sandusky St.

Delaware, Ohio 43015

740-203-1013 office

740-203-1024 fax

www.delawareohio.net

From: Deena Ingle <jdingle80@gmail.com>
Sent: Monday, January 11, 2021 7:52 AM

To: Elaine McCloskey <EMcCloskey@delawareohio.net>
Subject: City Council MTG for 50 Channing St.

Caution! This message was sent from outside your organization.

I would like to attend the virtual city council MTG tonight. I am a concerned neighbor to 50 Channing St and would like to hear future plans. I am NOT for low income housing at all. The low income housing brings nothing but trouble and drugs and not to mention more traffic.

I was born and raised on the Eastside of Delaware and would like to see a nice park for the children and adults in place of buildings and also widen Vernon Ave at Channing St. Makes so much more sense. My property on Scottwood Ct backs up to 50 Channing St. My name is: Deena Ingle 51 Scottwood Ct. And I am very very concerned about the Eastside. Thank you kindly! Deena Ingle

EST 1808
CITY OF
DELAWARE
OHIO

PLANNING COMMISSION / STAFF REPORT

CASE NUMBER: 2020-2571-2573
REQUEST: Multiple Requests
PROJECT: Homeport
MEETING DATE: December 2, 2020

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 minim\zing 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– PRELIMIMARY 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

Multi-Family Dwellings–
(2) Maximum 24 units within the exiting footprint of the current Delaware County Building and Engineer's Office – 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)(2) - L – Sub-Area 1
	
	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 complaint 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. a. Adjacent to single family zoned property to the east, south, and north.	25 ft. 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 1171and 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. Programing 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 though 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:

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

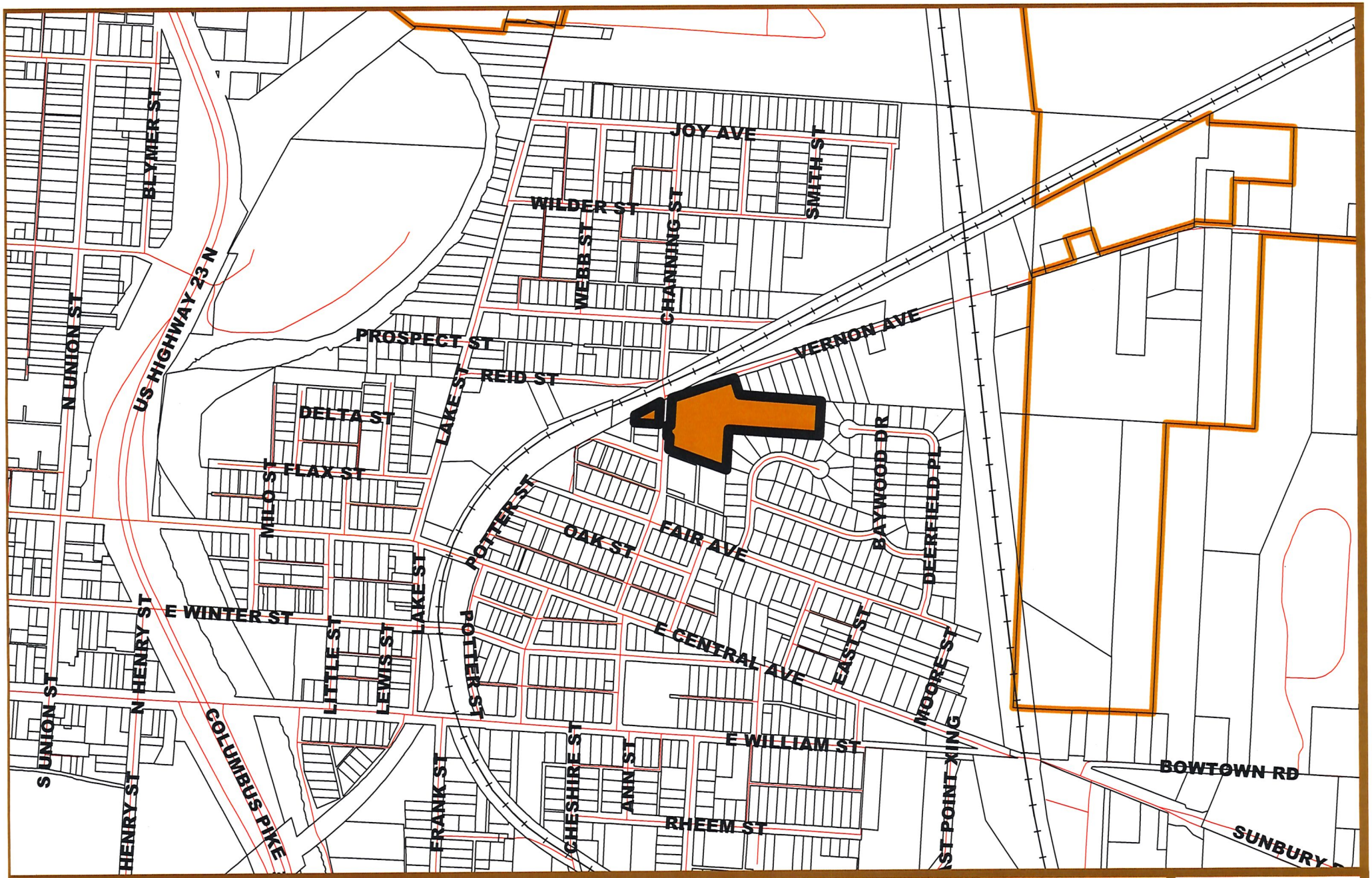
The 2020 income limits for Delaware County, based on household size, are as follows:
One Person $47,150; Two Persons 53,900; Three Persons $60,650; Four Persons $67,350

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

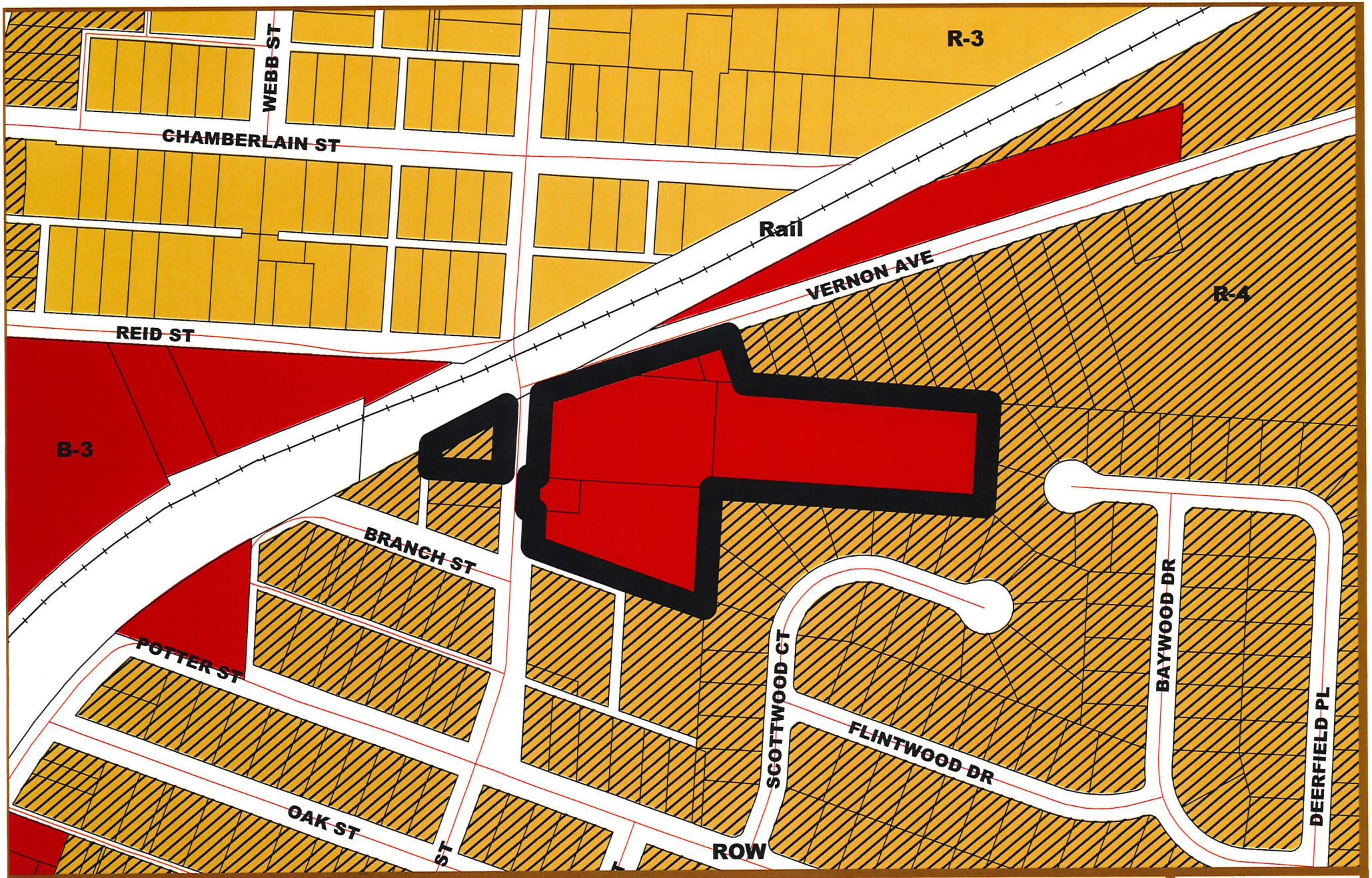
Developer/Owner:	Homeport (see attached information), which has developed affordable housing in central Ohio for 30+ years, with a rental portfolio of more than 2,400 units and a track record of selling about 300 homes.
Architect:	Shremshock Architects & Engineers, New Albany, Ohio
General Contractor: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



EST 1808
CITY OF
DELAWARE
OHIO

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

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EST 1808
CITY OF
DELAWARE
OHIO

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

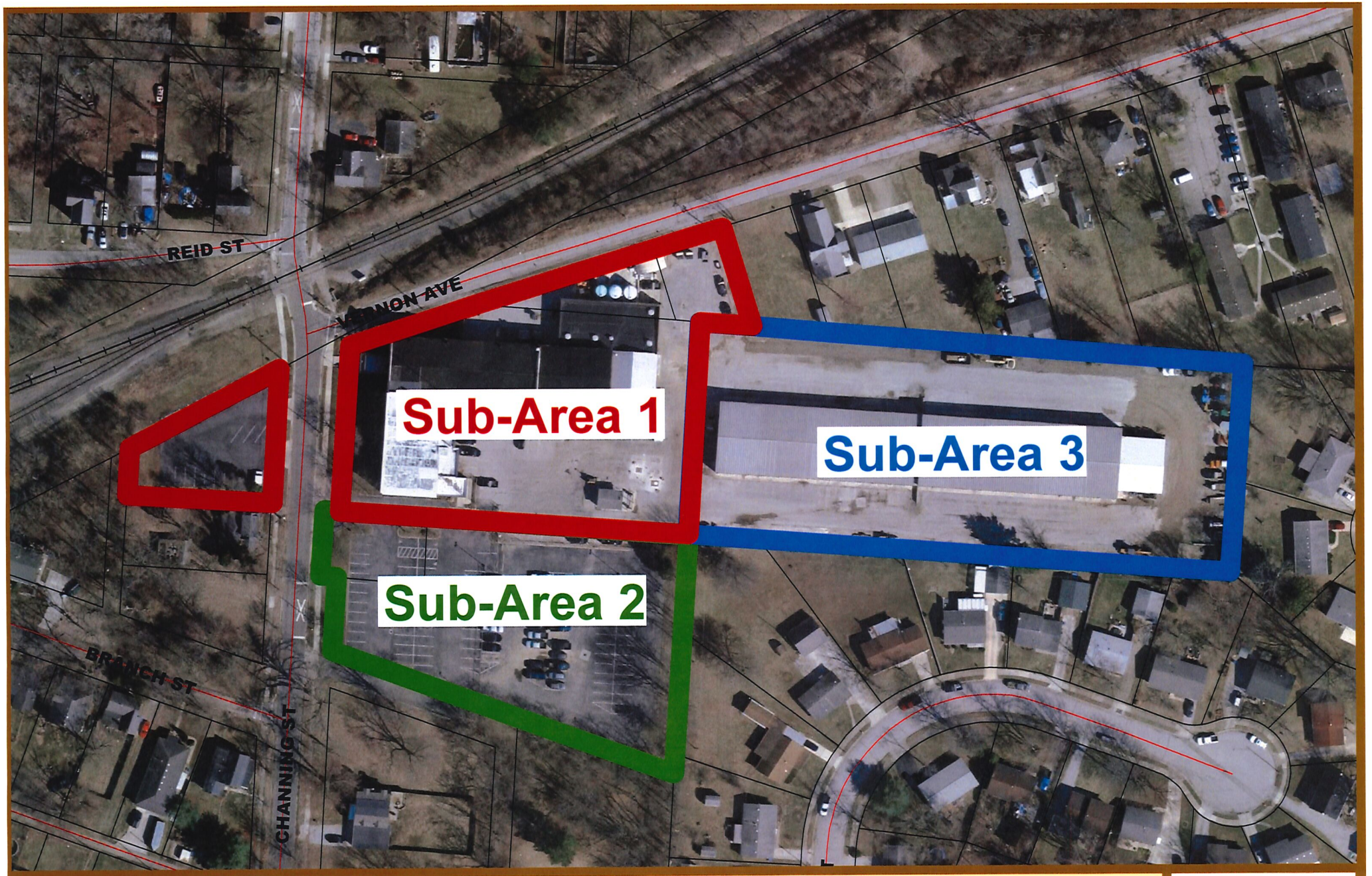
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EST 1808
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OHIO

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

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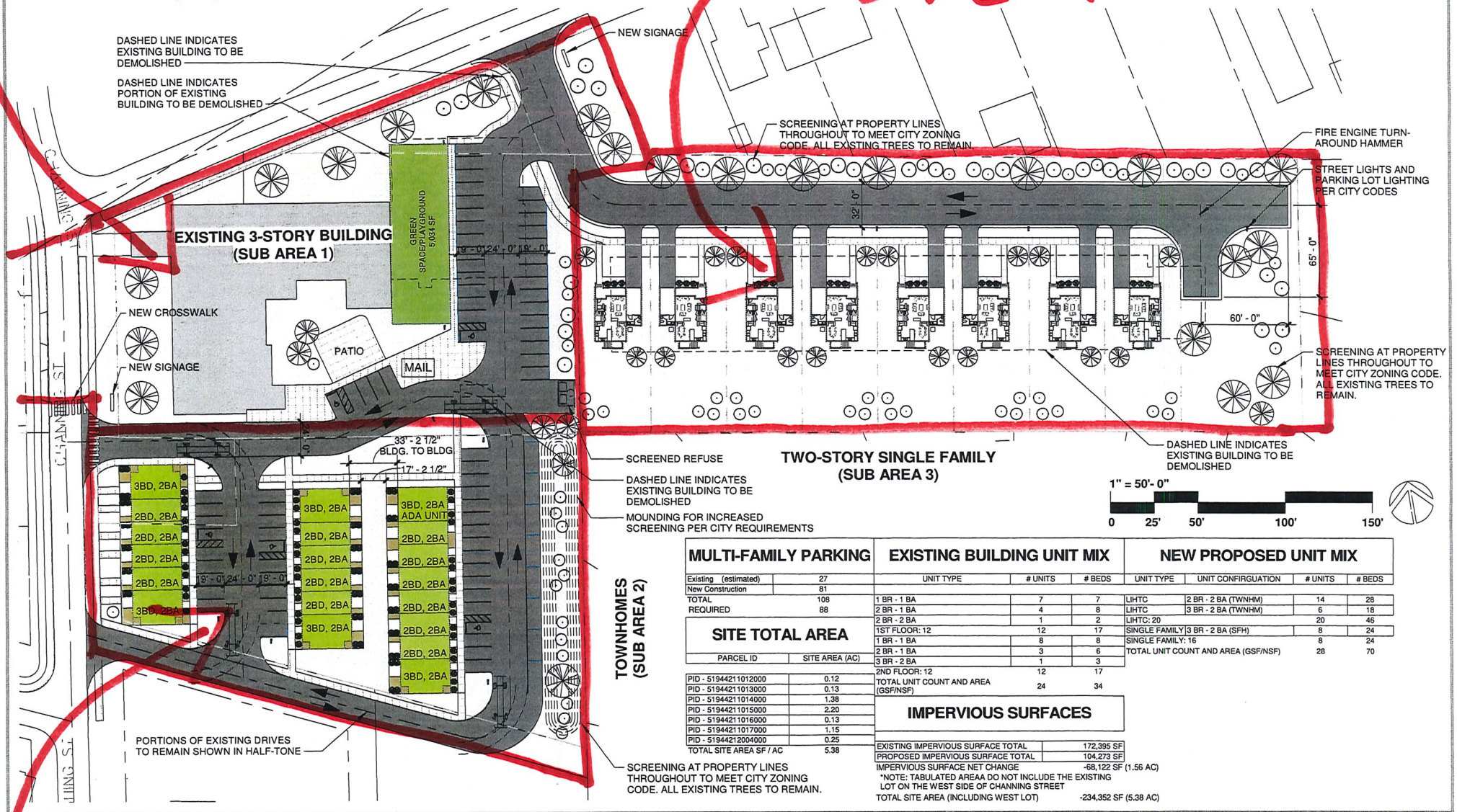
EST 1808
CITY OF
DELAWARE
OHIO

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

N

SUB-AREA 1

SUB-AREA 3



MULTI-FAMILY PARKING

Existing (estimated)	27
New Construction	81
TOTAL	108
REQUIRED	88

SITE TOTAL AREA

PARCEL ID	SITE AREA (AC)
PID - 51944211012000	0.12
PID - 51944211013000	0.13
PID - 51944211014000	1.38
PID - 51944211015000	2.20
PID - 51944211016000	0.13
PID - 51944211017000	1.15
PID - 51944212004000	0.25
TOTAL SITE AREA SF / AC	5.38

EXISTING BUILDING UNIT MIX

UNIT TYPE	# UNITS	# BEDS
1 BR - 1 BA	7	7
2 BR - 1 BA	4	8
2 BR - 2 BA	1	2
1ST FLOOR: 12	12	17
1 BR - 1 BA	8	8
2 BR - 1 BA	3	6
3 BR - 2 BA	1	3
2ND FLOOR: 12	12	17
TOTAL UNIT COUNT AND AREA (GSF/NSF)	24	34

NEW PROPOSED UNIT MIX

UNIT TYPE	UNIT CONFIRGUATION	# UNITS	# BEDS
LIHTC	2 BR - 2 BA (TWNHM)	14	28
LIHTC	3 BR - 2 BA (TWNHM)	6	18
LIHTC: 20		20	46
SINGLE FAMILY	3 BR - 2 BA (SFH)	8	24
SINGLE FAMILY: 16		8	24
TOTAL UNIT COUNT AND AREA (GSF/NSF)		28	70

IMPERVIOUS SURFACES

EXISTING IMPERVIOUS SURFACE TOTAL	172,395 SF
PROPOSED IMPERVIOUS SURFACE TOTAL	104,273 SF
IMPERVIOUS SURFACE NET CHANGE	-68,122 SF (1.56 AC)

*NOTE: TABULATED AREAA DO NOT INCLUDE THE EXISTING LOT ON THE WEST SIDE OF CHANNING STREET

TOTAL SITE AREA (INCLUDING WEST LOT) -234,352 SF (5.38 AC)

SUB-AREA 2

SHREMSHOCK
SHREMSHOCK ARCHITECTS, INC.
7469 West Campus Road Suite 150 New Albany, OH 43054
t 614 545 4566 f 614 545 4565 www.shremshock.com

DCBR MULTIFAMILY CONVERSION

50 CHANNING STREET
DELAWARE. OH 43015

SAI # 200261 11/13/2020

A02
ARCHITECTURAL
SITE

homeport

DCBR Multifamily Conversion
Conceptual Design

SHREMSHOCK

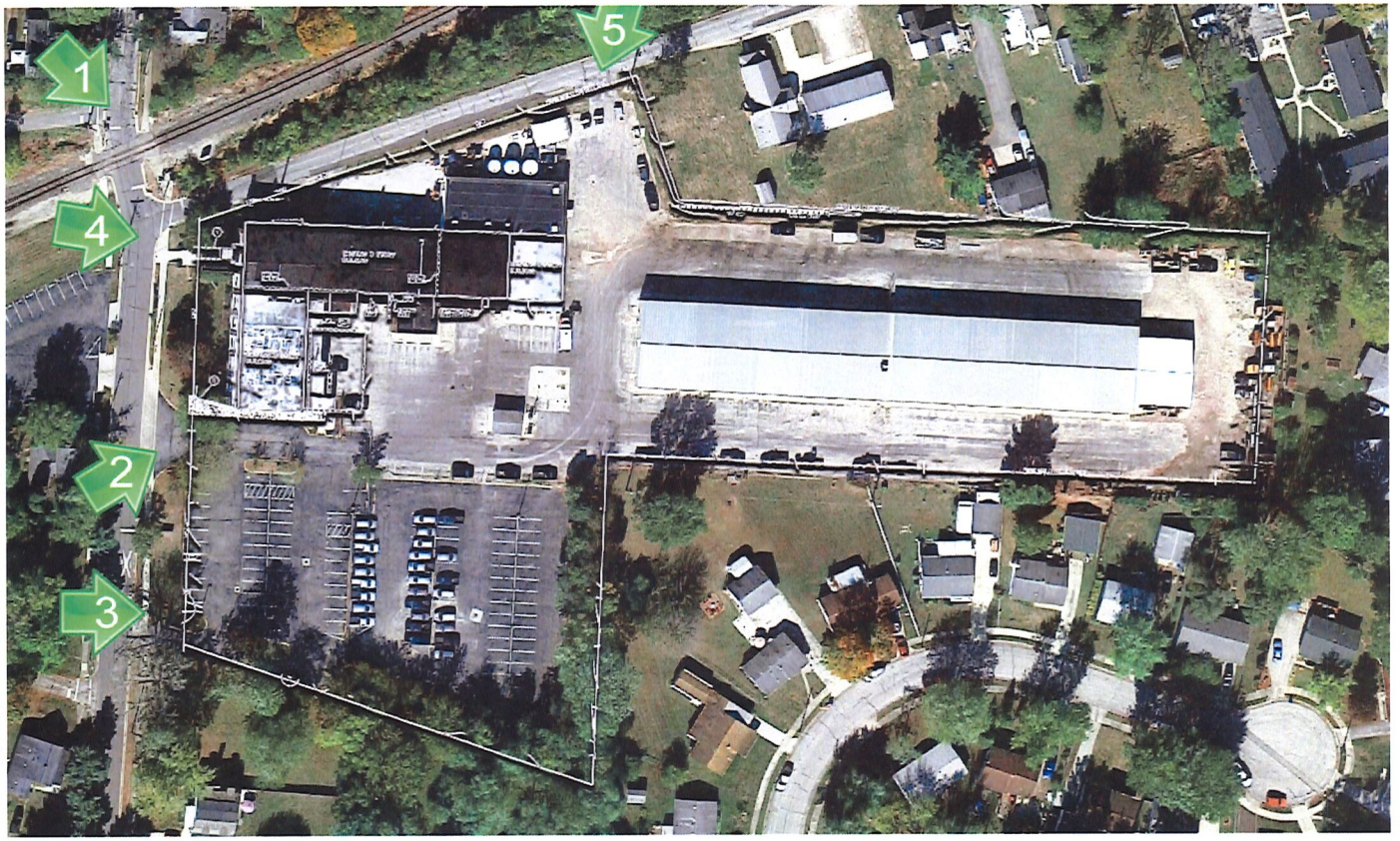
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EXISTING SITE AND CONDITIONS

SHREMSHOCK

HOMEPORT
DCBR Multyfamily Conversion
Concept Design
NOVEMBER.25.2020

CD-1

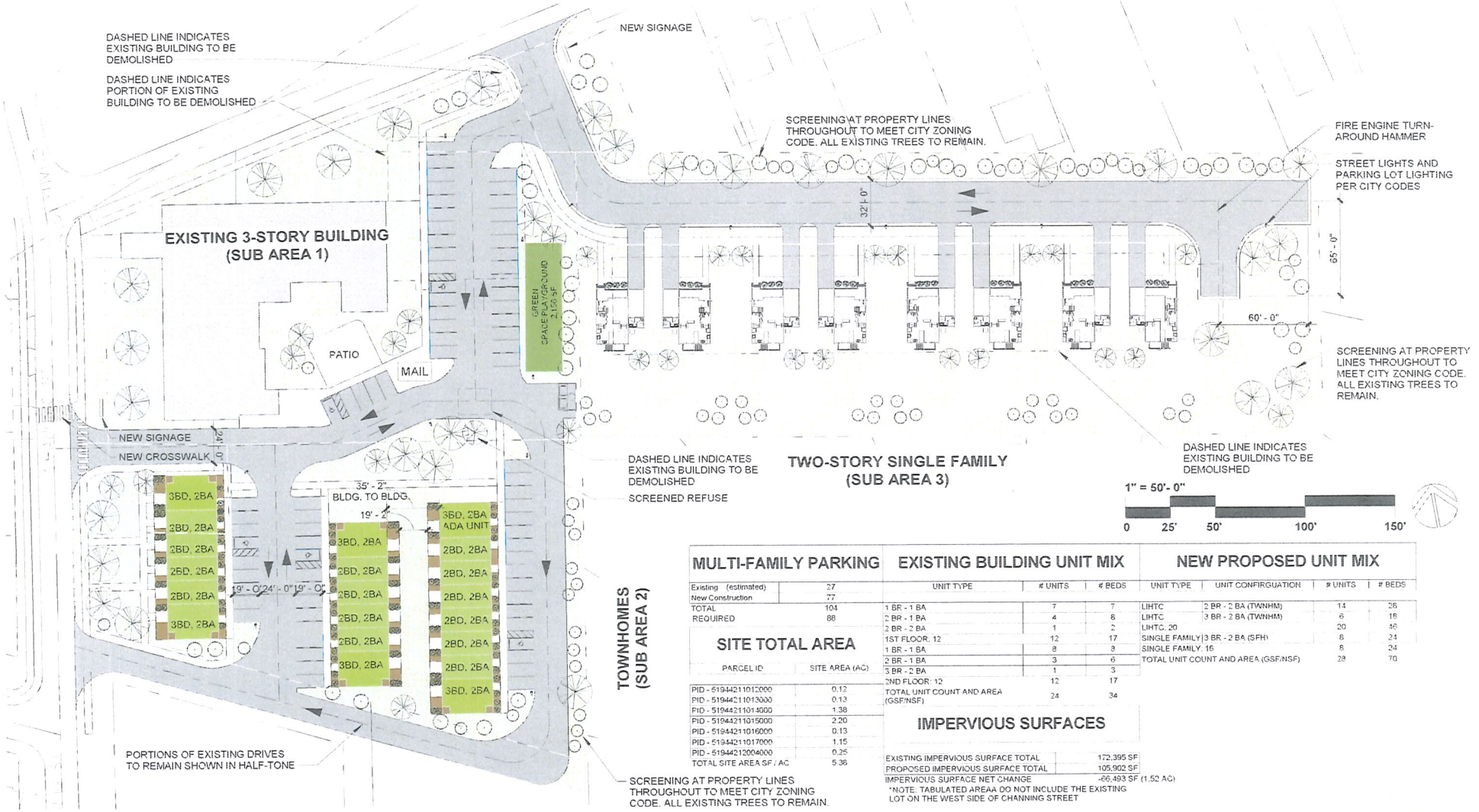
homeport



1" = 80'- 0"

0 40' 80' 160' 240'

OVERALL SITE PLAN



MULTI-FAMILY PARKING

Existing (estimated)	27
New Construction	77
TOTAL	104
REQUIRED	88

SITE TOTAL AREA

PARCEL ID	SITE AREA (AC)
PID - 51944211012000	0.12
PID - 51944211013000	0.13
PID - 51944211014000	1.38
PID - 51944211015000	2.20
PID - 51944211016000	0.13
PID - 51944211017000	1.15
PID - 51944212004000	0.25
TOTAL SITE AREA SF / AC	5.36

EXISTING BUILDING UNIT MIX

UNIT TYPE	# UNITS	# BEDS
1 BR - 1 BA	7	7
2 BR - 1 BA	4	8
2 BR - 2 BA	1	2
1ST FLOOR: 12	12	17
1 BR - 1 BA	8	8
2 BR - 1 BA	3	6
3 BR - 2 BA	1	3
2ND FLOOR: 12	12	17
TOTAL UNIT COUNT AND AREA (GSF/NSF)	24	34

NEW PROPOSED UNIT MIX

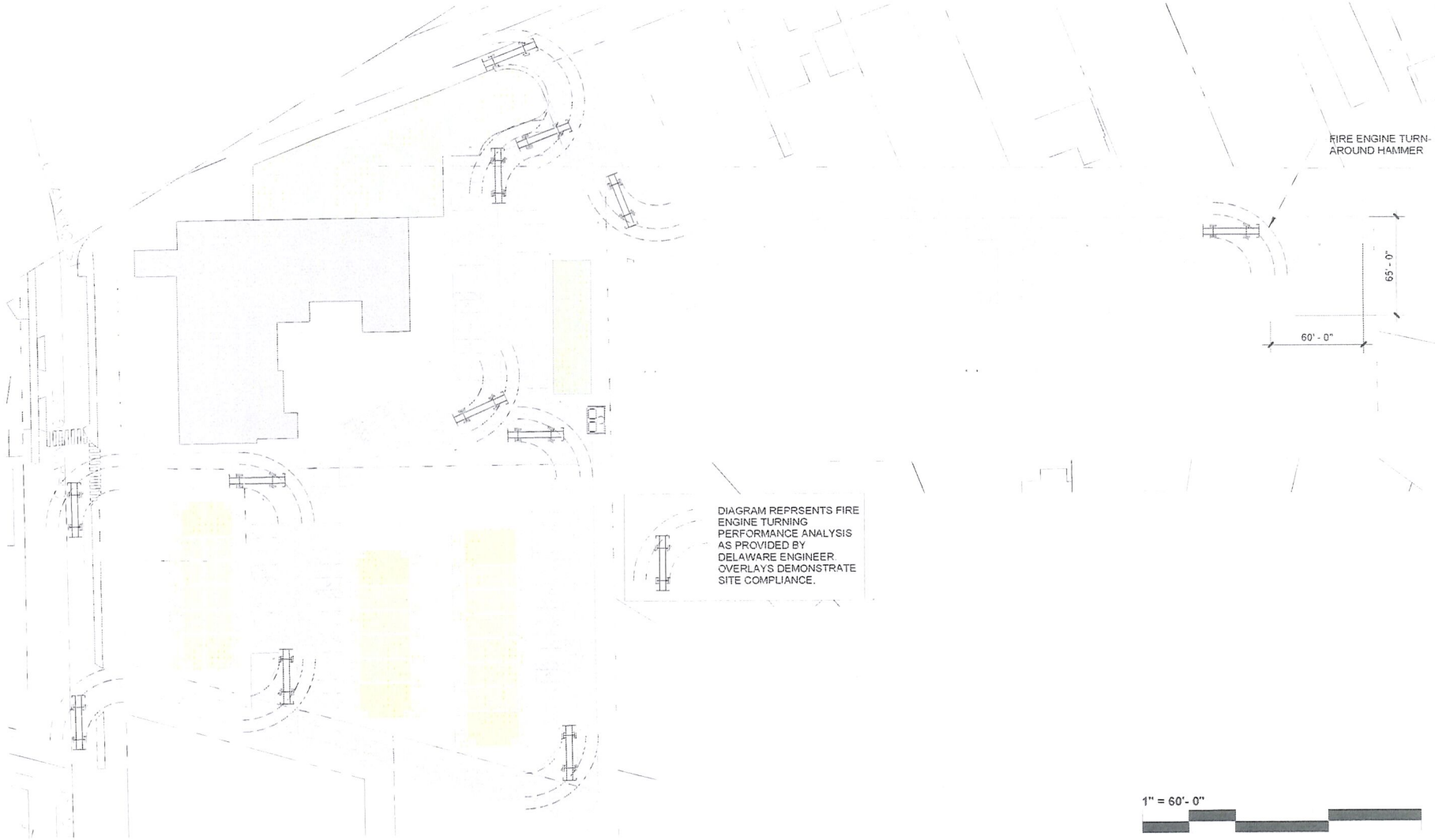
UNIT TYPE	UNIT CONFIRGUATION	# UNITS	# BEDS
LIHTC	2 BR - 2 BA (TWNHM)	14	28
LIHTC	3 BR - 2 BA (TWNHM)	6	18
LIHTC: 20		20	46
SINGLE FAMILY	3 BR - 2 BA (SFH)	8	24
SINGLE FAMILY: 16		8	24
TOTAL UNIT COUNT AND AREA (GSF/NSF)		28	70

IMPERVIOUS SURFACES

EXISTING IMPERVIOUS SURFACE TOTAL	172,395 SF
PROPOSED IMPERVIOUS SURFACE TOTAL	105,902 SF
IMPERVIOUS SURFACE NET CHANGE	-66,493 SF (1.52 AC)

*NOTE: TABULATED AREAA DO NOT INCLUDE THE EXISTING LOT ON THE WEST SIDE OF CHANNING STREET

SITE PLAN



1" = 60'- 0"

SITE FIRE ACCESS PLAN

HOME AREAS

LEVEL	SQUARE FOOTAGE	AREA TYPE
1ST FLOOR	763 SF	LIVING UNITS - 3 BR
1ST FLOOR	210 SF	GARAGE
	973 SF	
2ND FLOOR	690 SF	LIVING UNITS - 3 BR
	690 SF	
TOTAL AREA	1,663 SF	

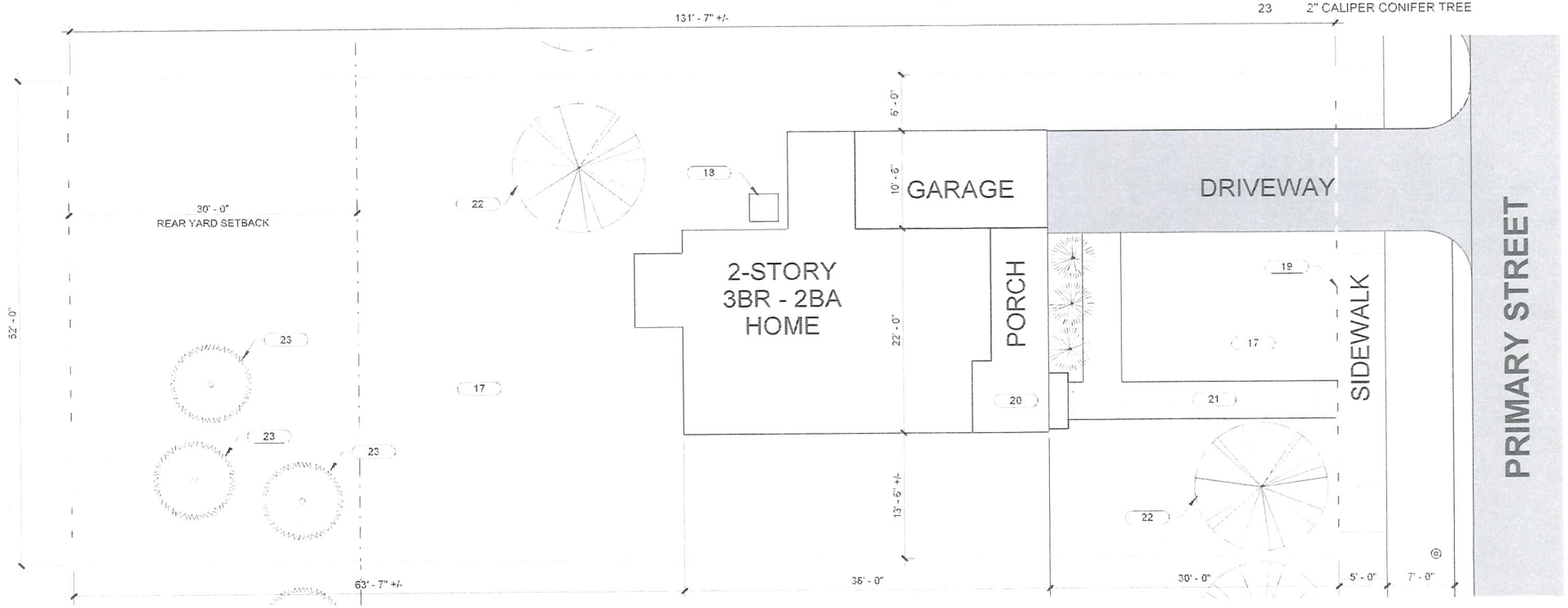
LOT AREA INFORMATION

AREA (SF)	AREA (AC)
6,842	0.16

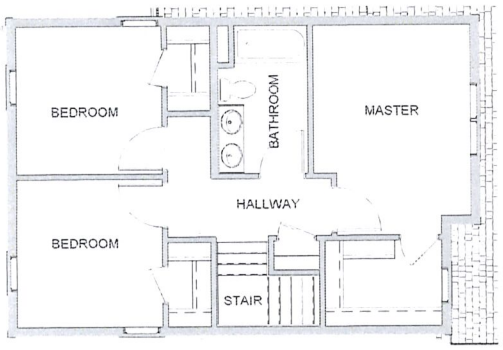
LOT COVERAGE - 15%

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



PLOT PLAN - TYPICAL HOME

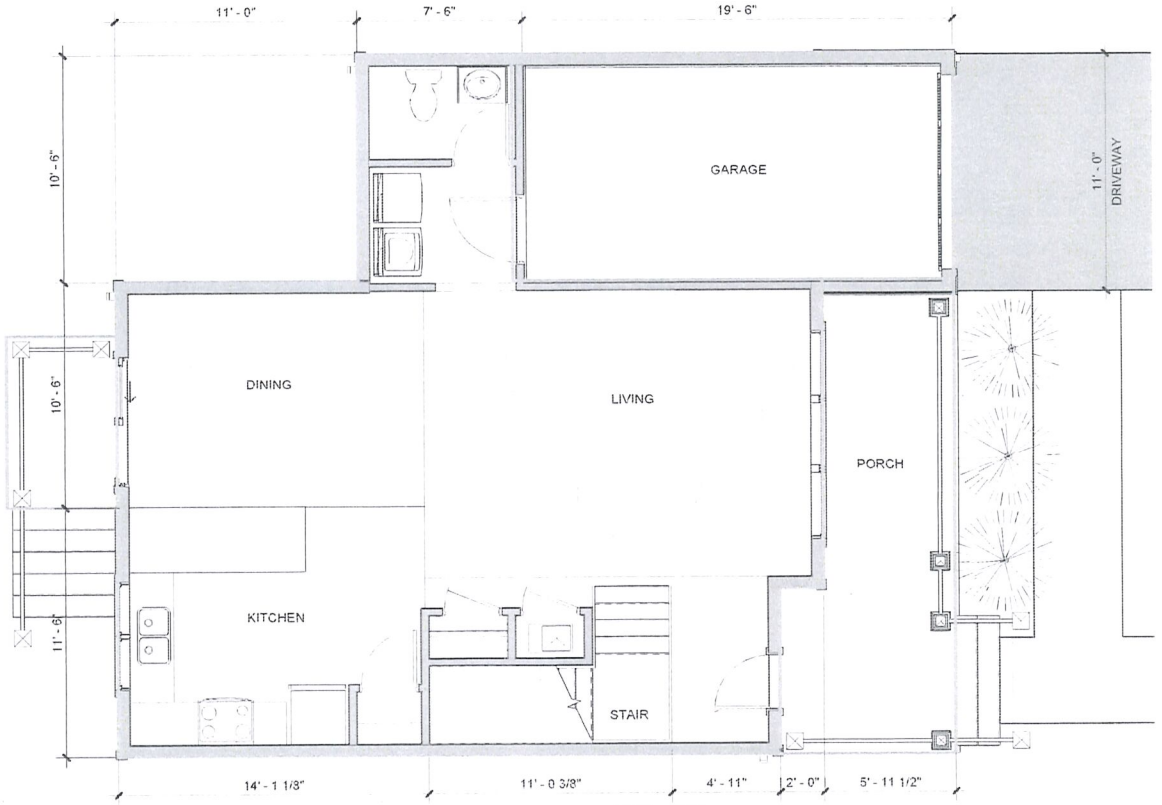


1/8" = 1'-0"

0 8' 12' 16' 20'

SECOND FLOOR

HOME AREAS		
LEVEL	SQUARE FOOTAGE	AREA TYPE
1ST FLOOR	763 SF	LIVING UNITS - 3 BR
1ST FLOOR	210 SF	GARAGE
	973 SF	
2ND FLOOR	690 SF	LIVING UNITS - 3 BR
	690 SF	
TOTAL AREA	1,663 SF	



3/16" = 1'-0"

0 6' 9' 12' 15'

FIRST FLOOR

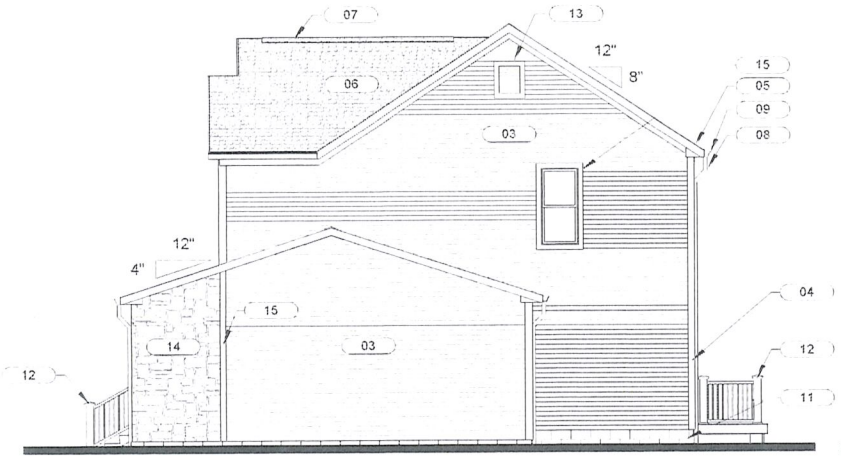
TYPICAL HOME - FLOOR PLANS

SHREMSHOCK

HOMEPORT
DCBR Multyfamily Conversion
Concept Design
NOVEMBER.25.2020

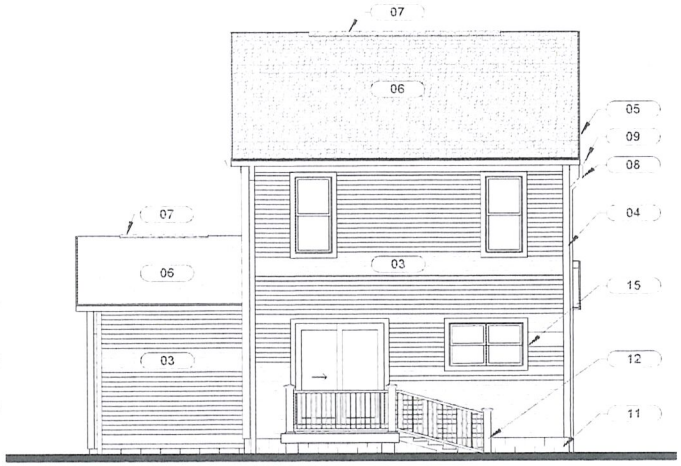
CD-6

homeport



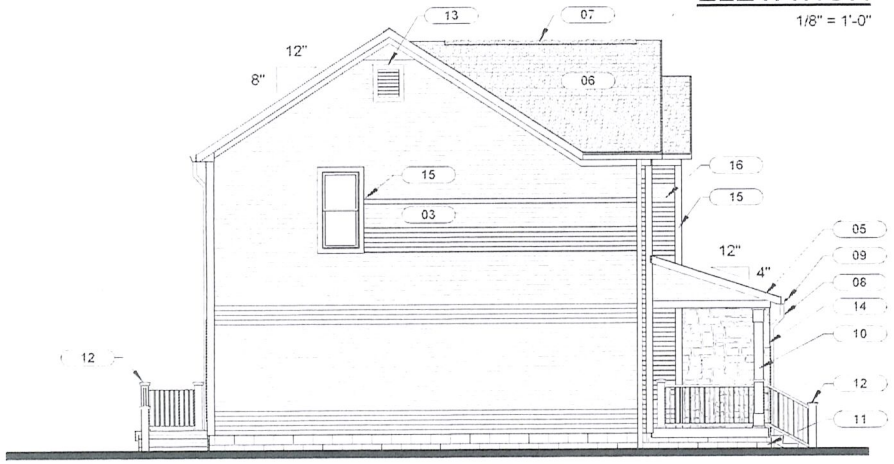
GARAGE SIDE ELEVATION

1/8" = 1'-0"



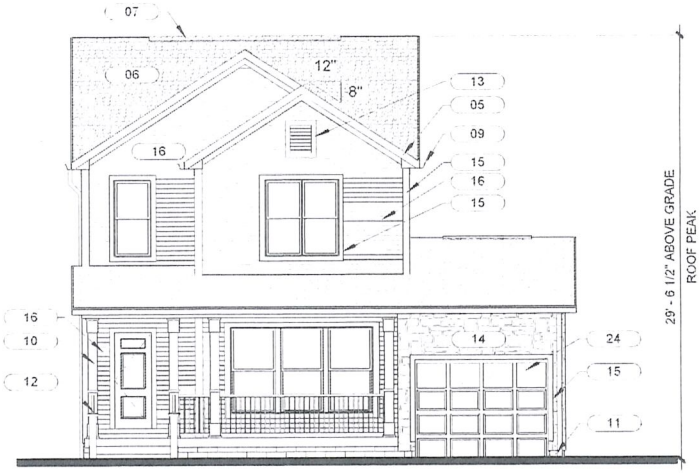
REAR ELEVATION

1/8" = 1'-0"



SIDE ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

1/8" = 1'-0"

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 OGEE 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

TYPICAL HOME ELEVATIONS



ELEVATION "A"

ELEVATION "B"

ELEVATION "C"

FRONT ELEVATION - TYPICAL SINGLE HOMES



STREETSACPE ELEVATION - SINGLE HOMES



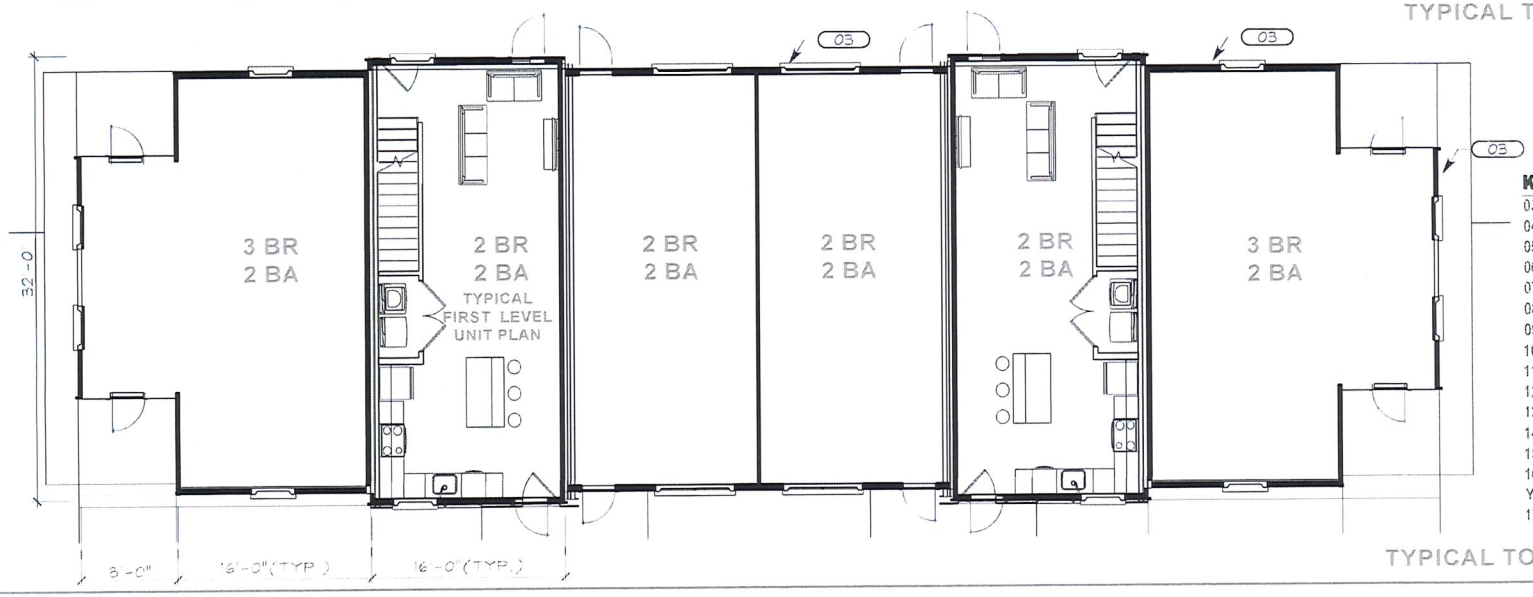
CHANNING ST STREETSCAPE ELEVATION



PROPERTY LINE - SOUTH ELEVATION



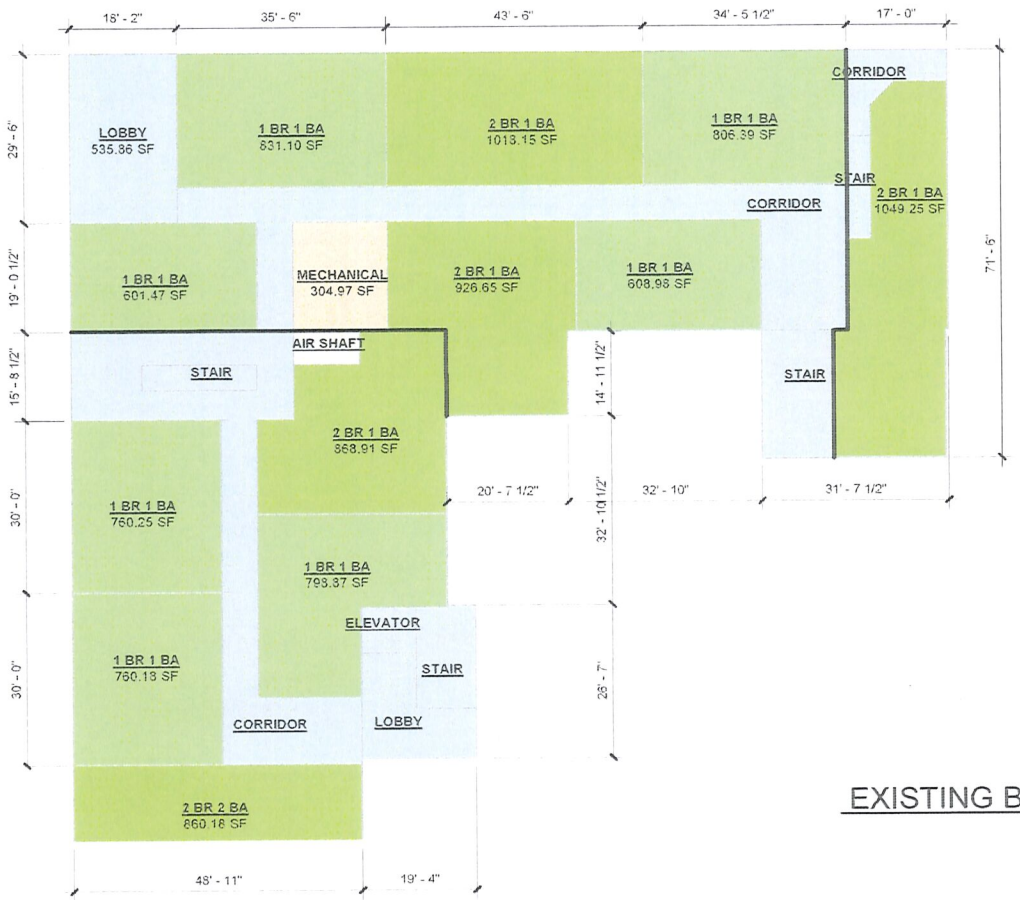
TYPICAL TOWNHOME - ELEVATION



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 OGEE 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 W/ 20 YEAR WARRANTY
17 FIBER CEMENT BOARD & BATTEN SIDING

TYPICAL TOWNHOME - FLOOR PLAN



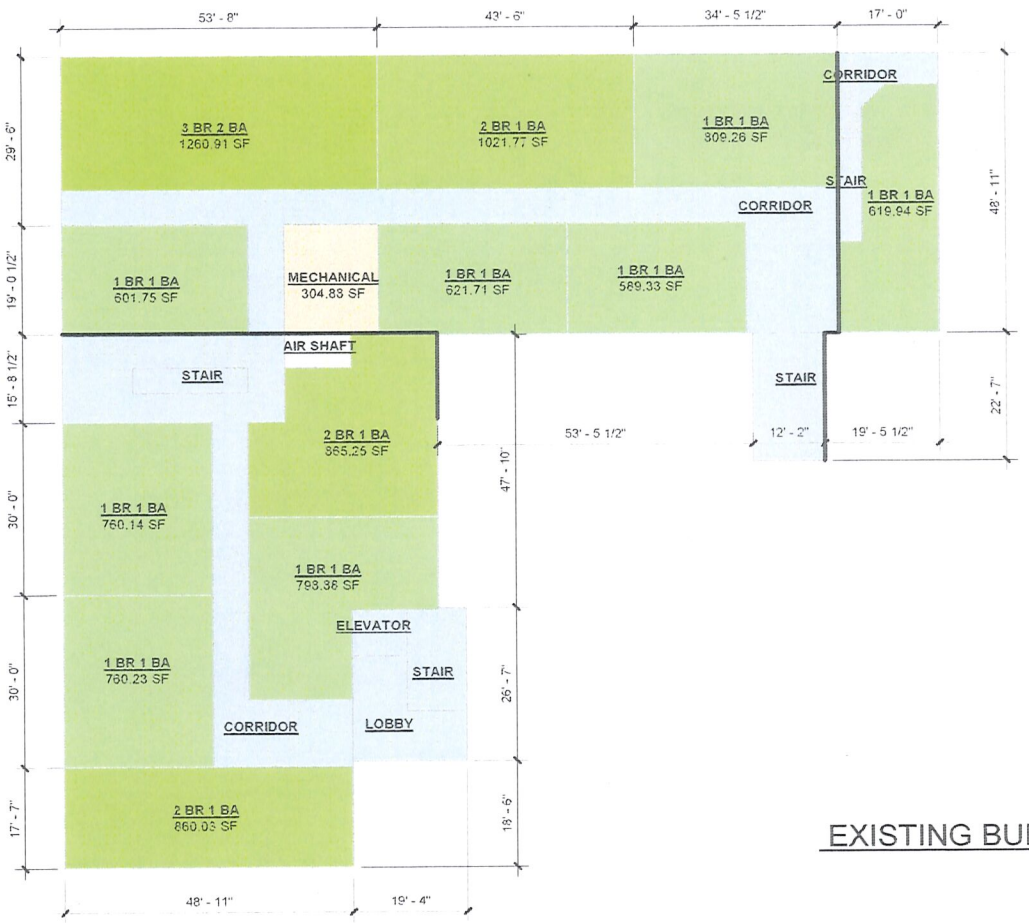
UNIT MIX

UNIT TYPE	# UNITS	# BEDS	UNIT GROSS AREA (GSF)	UNIT NET AREA (NSF +/-)
1 BR - 1 BA	7	7	5167	4840
2 BR - 1 BA	4	8	3863	3628
2 BR - 2 BA	1	2	860	805
1ST FLOOR: 12	12	17	9890	9272
1 BR - 1 BA	6	6	5561	5191
2 BR - 1 BA	3	6	2747	2582
3 BR - 2 BA	1	3	1261	1197
2ND FLOOR: 12	12	17	9569	8970
TOTAL UNIT COUNT AND AREA (GSF/NSF)	24	34	19460	18242

NOTE
LOWER LEVEL TO BE SHARED COMMUNITY SPACE

EXISTING BUILDING FIRST FLOOR
A
1" = 20'-0"

1" = 20'- 0"
0 10' 20' 40' 60



UNIT MIX

UNIT TYPE	# UNITS	# BEDS	UNIT GROSS AREA (GSF)	UNIT NET AREA (NSF +/-)
1 BR - 1 BA	7	7	5167	4840
2 BR - 1 BA	4	8	3863	3628
2 BR - 2 BA	1	2	360	805
1ST FLOOR: 12	12	17	9390	9272
1 BR - 1 BA	6	6	5561	5191
2 BR - 1 BA	3	6	2747	2582
3 BR - 2 BA	1	3	1261	1197
2ND FLOOR: 12	12	17	9569	8970
TOTAL UNIT COUNT AND AREA (GSF/NSF)	24	34	19460	18242

EXISTING BUILDING SECOND FLOOR

A

1" = 20'-0"

1" = 20'- 0"

0 10' 20' 40' 60

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
–
–
–

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 12 | DATE: 01/25/2021

ORDINANCE NO: 21-01 | RESOLUTION NO:

READING: SECOND | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN EXTENSION REQUEST UNTIL JANUARY 31, 2023 BY GRDEN LLC., FOR WINTERBROOK PLACE PHASE 1 CONSISTING OF 66 SINGLE FAMILY LOTS ON 30.452 ACRES ZONED R-3 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED ON WINTERBOURNE DRIVE, SIENNA GLENN DRIVE, MAHOGANY DRIVE, GARDENIA LANE AND SILVER PINE LANE.

BACKGROUND:
See attached report

REASON WHY LEGISLATION IS NEEDED:
To achieve compliance with Chapter 1129 Procedures of the zoning code.

COMMITTEE RECOMMENDATION:
Planning Commission approved this case 7-0 on January 6, 2021.

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. 21-01

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN EXTENSION REQUEST UNTIL JANUARY 31, 2023 BY GRDEN LLC., FOR WINTERBROOK PLACE PHASE 1 CONSISTING OF 66 SINGLE FAMILY LOTS ON 30.452 ACRES ZONED R-3 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED ON WINTERBOURNE DRIVE, SIENNA GLENN DRIVE, MAHOGANY DRIVE, GARDENIA LANE AND SILVER PINE LANE.

WHEREAS, the Planning Commission at its meeting of January 6, 2021 recommended approval of a Final Development Plan Extension request until January 31, 2023 by Grden LLC., for Winterbrook Place Phase 1 consisting of 66 single family lots on 30.452 acres zoned R-3 PMU (One Family Residential District with a Planned Mixed Use Overlay District) and located on Winterbourne Drive, Sienna Glenn Drive, Gardenia Lane and Silver Pine Lane (PC Case 2020-2918) and

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

SECTION 1. That the Final Development Plan Extension request until January 31, 2023 by Grden LLC., for Winterbrook Place Phase 1 consisting of 66 single family lots on 30.452 acres zoned R-3 PMU (One Family Residential District with a Planned Mixed Use Overlay District) and located on Winterbourne Drive, Sienna Glenn Drive, Gardenia Lane and Silver Pine Lane
is hereby confirmed, approved, and accepted with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The developer shall be responsible for any improvements and/or financial obligations of the traffic impact study per the City Engineer and County Engineer.
3. The primary access to the development shall be from Peachblow Road at a proposed roundabout to be constructed in the future by the Delaware County Engineer (a fair share amount would be paid by developer per the County's requirements) for the subject development and the proposed developments located south of Peachblow Road in the County. If the County Engineer does not construct the proposed the roundabout prior to the developer initiating construction of the subject development, the proposed

access point to Peachblow Road shall be a traditional intersection with a stop sign.

4. All retention ponds shall be setback from a public road per the City Engineer.
5. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
6. The single-family houses shall comply with the minimum architectural standards in the approved development text and per applicable sections of the current zoning code.
7. Patios, decks and other exterior improvements shall be allowed to extend 15 feet into the 30-foot rear yard setback per the approved development text.
8. A minimum 3-6-foot-high mound with landscaping shall be located along east side of Winterbourne Drive to be consistent with the roadway treatment in the Communities of Glenross and a 3-6 high mound with landscaping shall be located along Peachblow Road to be consistent with the treatment along Belmont Place.
9. In Reserve A per the landscape plan in the approved Preliminary Development Plan, there shall be benches along the bike path along with the landscaping which shall include shrubs, perennials and ornamental grasses.
10. A street tree plan shall be submitted and approved by the Shade Tree Commission.
11. The bike path along Peachblow Road shall be extended to Winterbourne Drive in this Phase. The biked paths located within an easement dedicated to the City and shall be maintained by the Homeowner's Association.
12. The street lighting plan shall be submitted, reviewed and approved by the City and achieve compliance with all zoning requirements.
13. The development shall be in the Delaware South New Community Authority, subject to the single-family lot transportation fee ($1,000 per dwelling unit) in effect at the time of building permit issuance and is subject to the South East Highland Sanitary Sewer additional capacity charge of $3,200 per dwelling units.
14. The developer is identifying storm sewer easements in open space areas (reserve areas) along Winterbourne Drive, along the eastern boundary of the property and adjacent to the Gundling property that requires mounding, tree planting and/or tree preservation per the landscape and tree preservation plans of the approved Preliminary Development Plan and Preliminary Subdivision Plat. The landscaping as preliminarily proposed is non-negotiable and is a priority over the stormwater line location according to the City prior approvals. Planning staff's preference is to allow mounding and landscaping within the stormwater easement in this case. However, it

maybe that the applicant will have to re-route this line to an alternate and potentially more expensive location to preserve the mounding and landscaping as well as provide adequate stormwater management per the City. If the stormwater lines are moved into the rear yards of the proposed lots there shall be sufficient room in the rear yards to accommodate a normal deck, patio, fence and other typical improvements. The size of the rear yards shall be demonstrated to the satisfaction of the Planning and Community Development staff prior to construction drawing approval or the stormwater line shall be relocated to another alignment.

15. Phase 2 or the next constructed phase shall be required to connect to the required secondary access point to the west from Belmont Place (Ensigns Lane).

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: _____, 2021 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

EST 1808
CITY OF
DELAWARE
OHIO

PLANNING COMMISSION / STAFF REPORT

CASE NUMBERS: 2020-2918-2919
REQUEST: Multiple Requests
PROJECT: Winterbrook Place Phase 1
MEETING DATE: January 6, 2021

APPLICANT/OWNER
Bob Grden
10590 Wellington Boulevard
Powell, Ohio 43065

REQUESTS
2020-2918: A request by Grden LLC., for approval of an extension until January 31, 2023 to the approved Final Development Plan for Winterbrook Place Phase 1 consisting of 66 single-family lots on 30.452 acres zoned R-3 PMU (One Family District with a Planned Mixed Use Overlay District) and located on Winterbourne Drive, Sienna Glenn Drive, Mahogany Drive, Gardenia Lane and Silver Pine Lane.
2020-2919: A request by Grden LLC., for approval of an extension until January 31, 2023 to the approved Final Subdivision Plat for Winterbrook Place Phase 1 consisting of 66 single-family lots on 30.452 acres zoned R-3 PMU (One Family District with a Planned Mixed Use Overlay District) and located on Winterbourne Drive, Sienna Glenn Drive, Mahogany Drive, Gardenia Lane and Silver Pine Lane.

PROPERTY LOCATION & DESCRIPTION
The subject site is located on the north side of Peachblow Road just east of the Belmont Place development and south of the Communities at Glenross development. The property to the north is zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) and the property to the west is zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District) in the City and the property to the east is zoned PRD (Planned Residential District) and the properties to the south are zoned FR-1 and PID (Planned Industrial District) in the township.

BACKGROUND
In June 2019, City Council approved a Rezoning Amendment, Conditional Use Permit and Preliminary Development Plan (Ordinances 19-29-31 respectively) for the development. Also, the City accepted the annexation (Ordinance 19-32) of the subject property in June 2019. In October 2019, City Council (Ordinance 19-59) approved a Preliminary Subdivision Plat for the 263 single family lots on approximately 102.1 acres for a density of 2.575 units per acre with just over 25% open space (25.5 acres).

In January 2020, City Council approved a Final Development Plan and Final Subdivision Plat for Phase 1 which would consist of 66 single family lots on 30.452 acres which is located east of Winterbourne Drive fronting Peachblow Road (Ordinances 20-03 & 20-04). The applicant's intent was to construct Phase 1 just east of Belmont Park Subdivision and just north of Peachblow Road (to have a second access point into Belmont Place Subdivision at Ensigns Lane) but after Preliminary Subdivision Plat approval, the applicant's engineer discovered there are wetlands in this area that need to be mitigated thought the Army Corps of Engineers so the applicant decided to start construction on the eastern portion of the site fronting Peachblow Road. After mitigation of the wetland issues, the next phase to be constructed would be the eastern portion of the site. Staff would require this be the next Phase to be constructed to connect into the Belmont Place Subdivision at Ensigns Lane per the approved Preliminary Subdivision Plat.

Now the applicant is requesting a two year extension to the Final Development Plan and Final Subdivision Plat for Phase 1 per Section 1129 and 1111 respectively because of "unusual circumstances" of Covid 19, some development impediments of the site and the current general economic conditions.

STAFF ANALYSIS

- **Section 1129.06(j)(3)(C) - Significance of Development Plan Approval**: If, at the end of the twelve (12) month period, construction of the development has not begun, then approval of such final development plan shall expire and shall be of no effect unless resubmitted and reapproved in accordance with the procedures set forth in this Chapter. Construction is deemed to begin when all necessary excavation and piers or footings of one or more principal buildings included in the plan have been completed."
- **Section 1111.04 (f) – Final Subdivision Plat:** The approval of a final plat (pre-construction) by Council shall be effective for a maximum period of twelve months, during which time construction of public improvements must be started as evidenced by approval of the City via documented inspections.
- **Section 1129.17 Extensions of Expiration Deadlines:** Notwithstanding other provisions of this or previous zoning codes, the Planning Commission and/or City Council may, for good cause due to unusual circumstances or a unique situation, extend or otherwise modify, any approval and/or performance deadlines, expirations, and similar time limitations that apply to any application or case.

GENERAL COMMENTS: Anytime a Final Development Plan and Final Subdivision Plat is extended Staff is concerned. However, this Final Development Plan and Final Subdivision Plat remains viable and is in conformance with all current codes. With the "unusual circumstances" of Covid 19, some development impediments of the site and the current general economic conditions, Staff is in support of a two-year extension.

STAFF RECOMMENDATION – 2020-2918 FINAL DEVELOPMENT PLAN EXTENSION

Staff recommends approval of a request by Grden LLC., for an extension until January 31, 2023 to the approved Final Development Plan for Winterbrook Place Phase 1 consisting of 66 single-family lots on 30.452 acres zoned R-3 PMU (One Family District with a Planned Mixed Use Overlay District) and located on Winterbourne Drive, Sienna Glenn Drive, Mahogany Drive, Gardenia Lane and Silver Pine Lane, with the following conditions (these conditions match the previous approval):

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The developer shall be responsible for any improvements and/or financial obligations of the traffic impact study per the City Engineer and County Engineer.
3. The primary access to the development shall be from Peachblow Road at a proposed roundabout to be constructed in the future by the Delaware County Engineer (a fair share amount would be paid by developer per the County's requirements) for the subject development and the proposed developments located south of Peachblow Road in the County. If the County Engineer does not construct the proposed the roundabout prior to the developer initiating construction of the subject development, the proposed access point to Peachblow Road shall be a traditional intersection with a stop sign.
4. All retention ponds shall be setback from a public road per the City Engineer.
5. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
6. The single-family houses shall comply with the minimum architectural standards in the approved development text and per applicable sections of the current zoning code.
7. Patios, decks and other exterior improvements shall be allowed to extend 15 feet into the 30-foot rear yard setback per the approved development text.

8. A minimum 3-6-foot-high mound with landscaping shall be located along east side of Winterbourne Drive to be consistent with the roadway treatment in the Communities of Glenross and a 3-6 high mound with landscaping shall be located along Peachblow Road to be consistent with the treatment along Belmont Place.
9. In Reserve A per the landscape plan in the approved Preliminary Development Plan, there shall be benches along the bike path along with the landscaping which shall include shrubs, perennials and ornamental grasses.
10. A street tree plan shall be submitted and approved by the Shade Tree Commission.
11. The bike path along Peachblow Road shall be extended to Winterbourne Drive in this Phase. The biked paths located within an easement dedicated to the City and shall be maintained by the Homeowner's Association.
12. The street lighting plan shall be submitted, reviewed and approved by the City and achieve compliance with all zoning requirements.
13. The development shall be in the Delaware South New Community Authority, subject to the single-family lot transportation fee ($1,000 per dwelling unit) in effect at the time of building permit issuance and is subject to the South East Highland Sanitary Sewer additional capacity charge of $3,200 per dwelling units.
14. The developer is identifying storm sewer easements in open space areas (reserve areas) along Winterbourne Drive, along the eastern boundary of the property and adjacent to the Gundling property that requires mounding, tree planting and/or tree preservation per the landscape and tree preservation plans of the approved Preliminary Development Plan and Preliminary Subdivision Plat. The landscaping as preliminarily proposed is non-negotiable and is a priority over the stormwater line location according to the City prior approvals. Planning staff's preference is to allow mounding and landscaping within the stormwater easement in this case. However, it maybe that the applicant will have to re-route this line to an alternate and potentially more expensive location to preserve the mounding and landscaping as well as provide adequate stormwater management per the City. If the stormwater lines are moved into the rear yards of the proposed lots there shall be sufficient room in the rear yards to accommodate a normal deck, patio, fence and other typical improvements. The size of the rear yards shall be demonstrated to the satisfaction of the Planning and Community Development staff prior to construction drawing approval or the stormwater line shall be relocated to another alignment.
15. Phase 2 or the next constructed phase shall be required to connect to the required secondary access point to the west from Belmont Place (Ensigns Lane).

STAFF RECOMMENDATION – 2020-2919 FINAL SUBDIVISION PLAT EXTENSION

Staff recommends approval of a request by Grden LLC., for an extension until January 31, 2023 to the approved Final Subdivision Plat for Winterbrook Place Phase 1 consisting of 66 single-family lots on 30.452 acres zoned R-3 PMU (One Family District with a Planned Mixed Use Overlay District) and located on Winterbourne Drive, Sienna Glenn Drive, Mahogany Drive, Gardenia Lane and Silver Pine Lane, with the following conditions (these conditions match the previous approval):

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The developer shall be responsible for any improvements and/or financial obligations of the traffic impact study per the City Engineer and County Engineer.
3. The primary access to the development shall be from Peachblow Road at a proposed roundabout to be constructed in the future by the Delaware County Engineer (a fair share amount would be paid by developer per the County's requirements) for the subject development and the proposed

developments located south of Peachblow Road in the County. If the County Engineer does not construct the proposed the roundabout prior to the developer initiating construction of the subject development, the proposed access point to Peachblow Road shall be a traditional intersection with a stop sign.

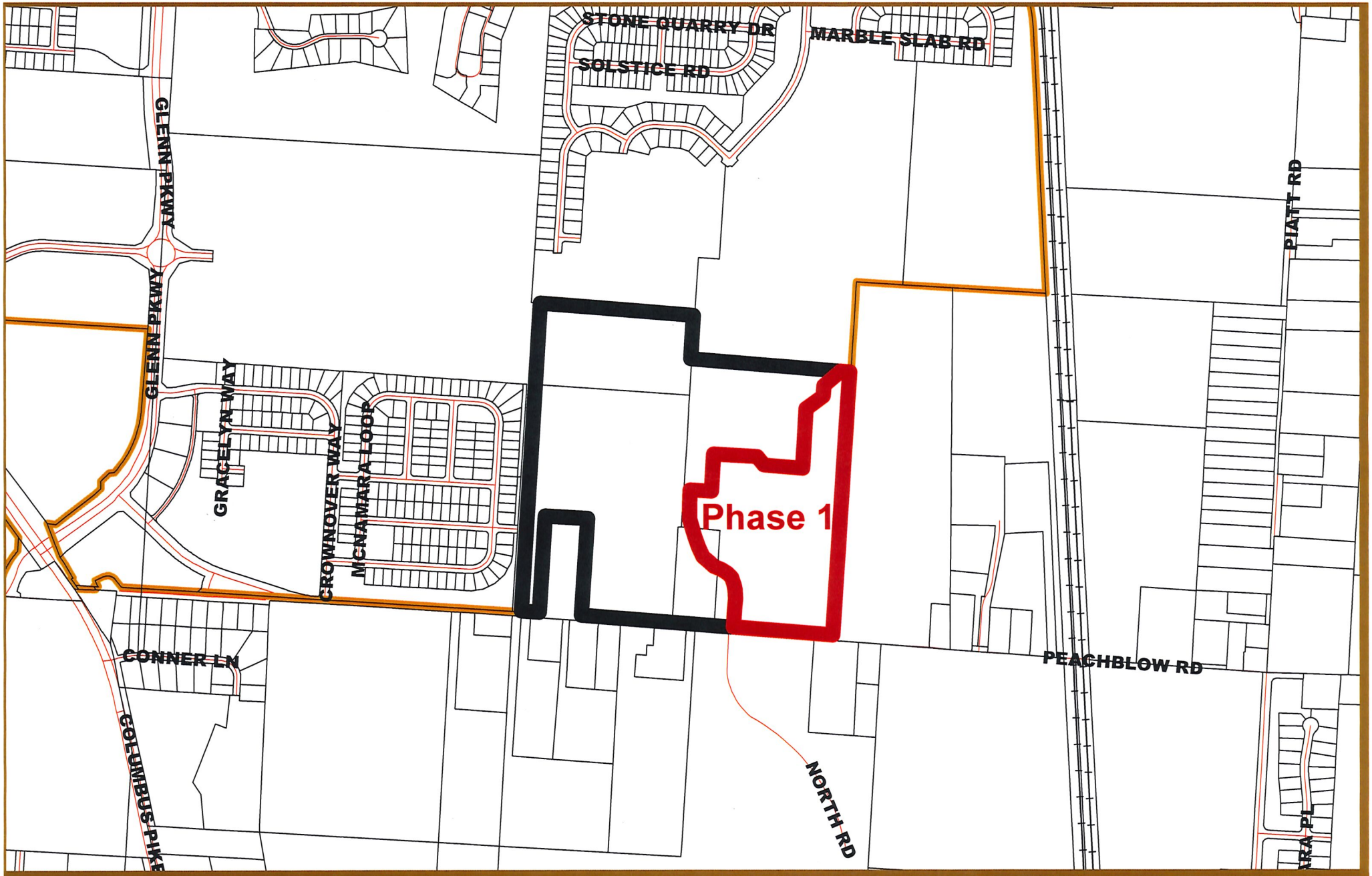
4. All retention ponds shall be setback from a public road per the City Engineer.
5. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
6. The single-family houses shall comply with the minimum architectural standards in the approved development text and per applicable sections of the current zoning code.
7. Patios, decks and other exterior improvements shall be allowed to extend 15 feet into the 30-foot rear yard setback per the approved development text.
8. A minimum 3-6-foot-high mound with landscaping shall be located along east side of Winterbourne Drive to be consistent with the roadway treatment in the Communities of Glenross and a 3-6 high mound with landscaping shall be located along Peachblow Road to be consistent with the treatment along Belmont Place.
9. In Reserve A per the landscape plan in the approved Preliminary Development Plan, there shall be benches along the bike path along with the landscaping which shall include shrubs, perennials and ornamental grasses.
10. A street tree plan shall be submitted and approved by the Shade Tree Commission.
11. The bike path along Peachblow Road shall be extended to Winterbourne Drive in this Phase. The biked paths located within an easement dedicated to the City and shall be maintained by the Homeowner's Association.
12. The street lighting plan shall be submitted, reviewed and approved by the City and achieve compliance with all zoning requirements.
13. The development shall be in the Delaware South New Community Authority, subject to the single-family lot transportation fee ($1,000 per dwelling unit) in effect at the time of building permit issuance and is subject to the South East Highland Sanitary Sewer additional capacity charge of $3,200 per dwelling units.
14. The developer is identifying storm sewer easements in open space areas (reserve areas) along Winterbourne Drive, along the eastern boundary of the property and adjacent to the Gundling property that requires mounding, tree planting and/or tree preservation per the landscape and tree preservation plans of the approved Preliminary Development Plan and Preliminary Subdivision Plat. The landscaping as preliminarily proposed is non-negotiable and is a priority over the stormwater line location according to the City prior approvals. Planning staff's preference is to allow mounding and landscaping within the stormwater easement in this case. However, it maybe that the applicant will have to re-route this line to an alternate and potentially more expensive location to preserve the mounding and landscaping as well as provide adequate stormwater management per the City. If the stormwater lines are moved into the rear yards of the proposed lots there shall be sufficient room in the rear yards to accommodate a normal deck, patio, fence and other typical improvements. The size of the rear yards shall be demonstrated to the satisfaction of the Planning and Community Development staff prior to construction drawing approval or the stormwater line shall be relocated to another alignment.
15. Phase 2 or the next constructed phase shall be required to connect to the required secondary access point to the west from Belmont Place (Ensigns Lane).

COMMISSION NOTES:

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

CONDITIONS/MISCELLANEOUS:

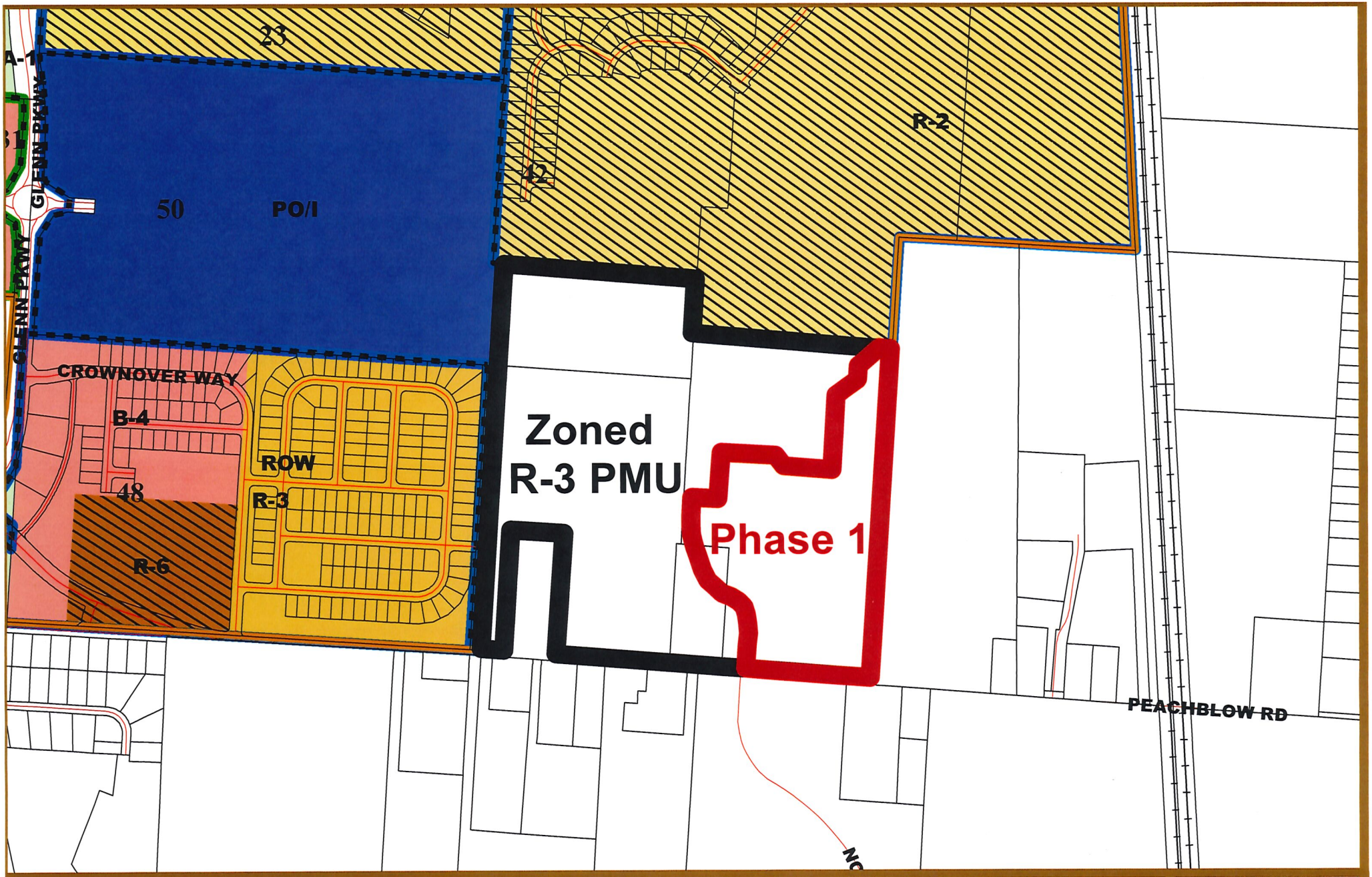
FILE:
ORIGINAL: 12/22/20
REVISED:



EST 1808
CITY OF
DELAWARE
OHIO

2020-2918-2919
Final Development Plan Extension
and Final Subdivision Plat Extension
Winterbrook Place - Phase 1
Location Map

N



EST 1808
CITY OF
DELAWARE
OHIO

2020-2918-2919
Final Development Plan Extension
and Final Subdivision Plat Extension
Winterbrook Place - Phase 1
Zoning Map

N

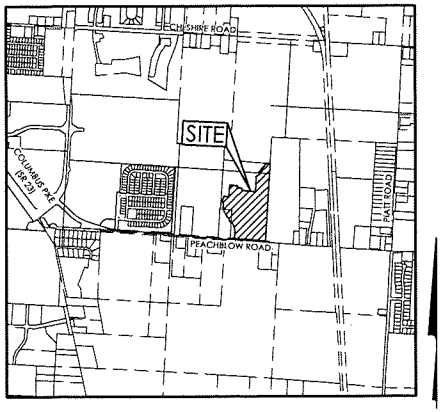


EST 1808
CITY OF
DELAWARE
OHIO

2020-2918-2919
Final Development Plan Extension
and Final Subdivision Plat Extension
Winterbrook Place - Phase 1
Aerial (2019) Map

N

WINTERBROOKE PLACE
PHASE 1
FINAL DEVELOPMENT PLAN



LOCATION MAP
NO SCALE

PREPARED FOR:

GRDEN, LLC

10590 WELLINGTON BLVD

POWELL, OH 43065

SUBMITTAL: DECEMBER 13, 2019

REVISED: DECEMBER 23, 2019

INDEX OF DRAWINGS

FINAL PLAT PHASE 1:	SHEET 1 - 3
SITE PLAN:	SHEET 4
PHASING PLAN	SHEET 5
ILLUSTRATIVE SITE PLAN:	SHEET 6
TREE INVENTORY AND REMOVAL PLAN:	SHEET 7 - 8
LANDSCAPE PLAN	
STREET TREE PLAN:	SHEET 9
OPEN SPACE PROGRAMMING & LANDSCAPE PLAN:	SHEET 11 - 10
LANDSCAPING DETAILS:	SHEET 12
STREET LIGHTING PLAN:	SHEET 13

CIVIL ENGINEER &
LANDSCAPE ARCHITECT

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

WINTERBROOKE PLACE
PHASE 1

Situated in the State of Ohio, County of Delaware, City of Delaware, and in Farm Lot 29, Quarter Township 3, Township 4, Range 18, United States Military Lands, containing 30.486 acres of land, more or less, said 30.486 acres being part of that tract of land conveyed to **GRDEN LLC** by deed of record in Official Record 951, Page 2796, Recorder's Office, Delaware County, Ohio.

The undersigned **GRDEN LLC**, an Ohio limited liability company, by **ROBERT C. GRDEN**, Designated Manager, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"WINTERBROOKE PLACE PHASE 1"**, a subdivision containing Lots numbered 12917 to 12986, both inclusive, does hereby accept this plat of same and dedicates to public use, as such, all of Gardenia Lane, Mahogany Drive, Maple Crest Drive, Sage Hill Drive, Sienna Glenn Drive, Silver Pine Lane, and Winterbourne Drive (5.476 acres of land, more or less) shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other above ground storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Delaware City Engineer. Easement areas shown hereon outside of the platted areas are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

In Witness Whereof, **ROBERT C. GRDEN**, Designated Manager of **GRDEN LLC**, has hereunto set his hand this _____ day of _____, 20___.

Signed and Acknowledged In the presence of:

GRDEN LLC

_____

By _____
ROBERT C. GRDEN,
Designated Manager

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **ROBERT C. GRDEN**, Designated Manager of **GRDEN LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **GRDEN LLC**, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 20___.

My commission expires _____

_____
Notary Public, State of Ohio

PC Case No. ___-____ approved by the Planning Commission on this _____ day of _____ 20___.

Approved and accepted this _____ day of _____, 20___, by Ordinance No. _____, wherein all of Gardenia Lane, Mahogany Drive, Maple Crest Drive, Sage Hill Drive, Sienna Glenn Drive, Silver Pine Lane, and Winterbourne Drive (5.493 acres of land, more or less) shown dedicated hereon are accepted as such by the City Council of the City of Delaware, Ohio.

Approved this ____ Day of _____ 20___

_____
Elaine McCloskey, City Clerk, Delaware, Ohio

Approved this ____ Day of _____ 20___

_____
R. Thomas Homan, City Manager, Delaware, Ohio

Approved this ____ Day of _____ 20___

_____
David M. Efland, AICP, Planning and Community Development Director, Delaware, Ohio

Approved this ____ Day of _____ 20___

_____
Blake Jordan, P.E., Utilities Director, Delaware, Ohio

Approved this ____ Day of _____ 20___

_____
William L. Ferrigno, P.E., Public Works Director/City Engineer, Delaware, Ohio

Transferred this ___ day of _____, 20___.

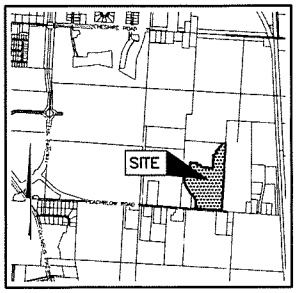
_____
Auditor, Delaware County, Ohio

Filed for record this ___ day of _____, 20___ at ___ M.
Fee $_____

_____
Recorder, Delaware County, Ohio

File No. _____

Official Record _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by RTK Global Positioning System observations.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Delaware County, Ohio.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins. Pins are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED BY

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 866.775.3648
emht.com

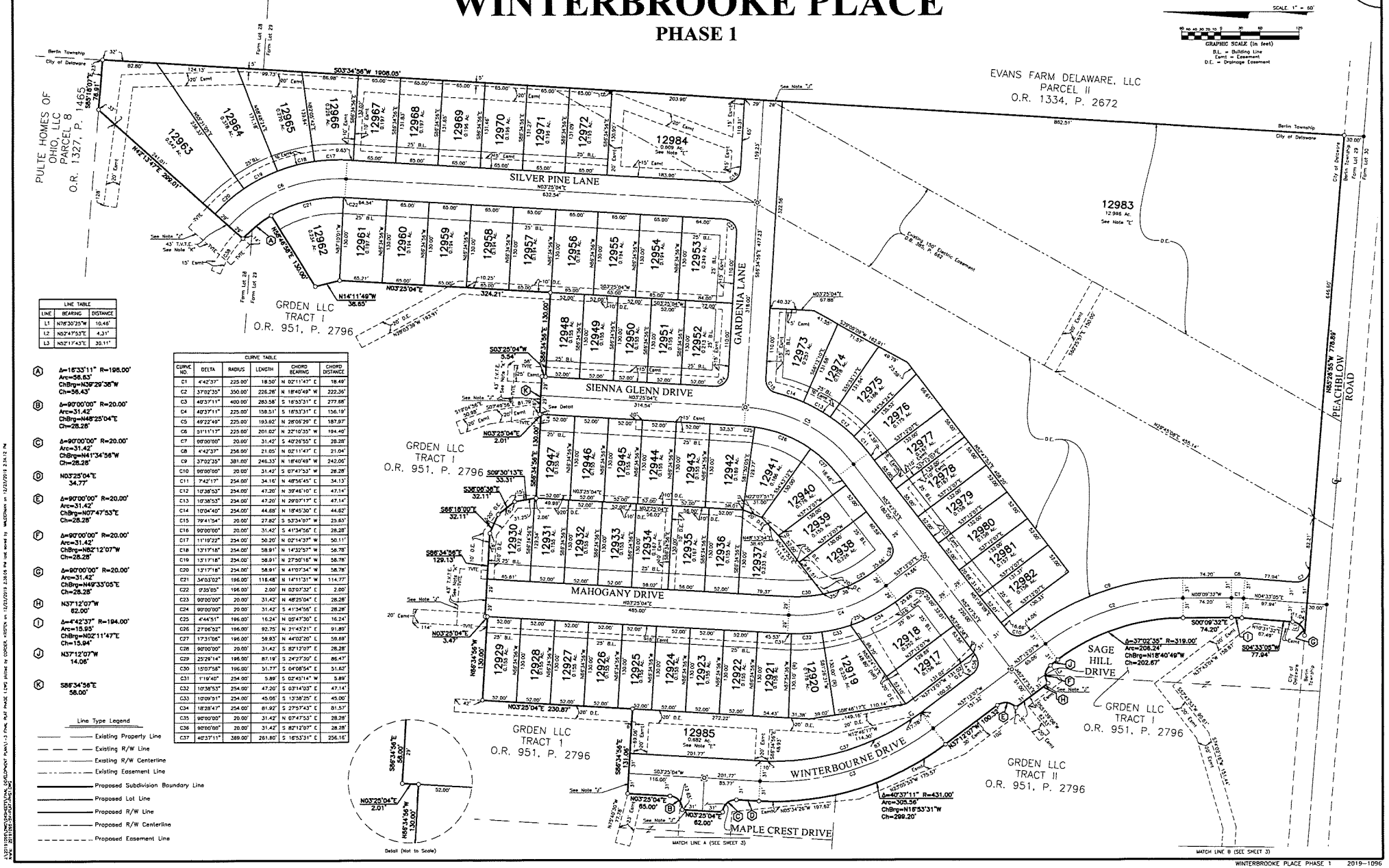
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

○ = Iron Pin (See Survey Data)
● = MAG Nail to be set
Ⓟ = Permanent Marker (See Survey Data)
⊠ = Permanent Marker encased in monument box

By _____ _____
Professional Surveyor No. 7865 Date

WINTERBROOKE PLACE

PHASE 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N76°30'25"W	10.46'
L2	N52°47'53"E	4.31'
L3	N52°17'43"E	30.11'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	4°42'37"	225.00'	18.50'	N 02°11'47" E	18.49'
C2	37°02'35"	350.00'	226.28'	N 18°40'49" W	222.36'
C3	40°37'11"	400.00'	283.58'	S 16°53'31" E	277.68'
C4	40°37'11"	225.00'	159.51'	S 16°53'31" E	156.19'
C5	49°22'49"	225.00'	193.92'	N 26°06'29" E	187.97'
C6	51°11'17"	225.00'	201.02'	N 22°10'35" W	194.40'
C7	90°00'00"	20.00'	31.42'	S 40°26'55" E	28.28'
C8	4°42'37"	256.00'	21.05'	N 02°11'47" E	21.04'
C9	37°02'35"	381.00'	246.33'	N 18°40'49" W	242.06'
C10	90°00'00"	20.00'	31.42'	S 07°47'53" W	28.28'
C11	7°42'17"	254.00'	34.16'	N 48°56'45" E	34.13'
C12	10°38'53"	254.00'	47.20'	N 39°46'10" E	47.14'
C13	10°38'53"	254.00'	47.20'	N 29°07'17" E	47.14'
C14	10°04'40"	254.00'	44.68'	N 18°45'30" E	44.62'
C15	79°41'54"	20.00'	27.82'	S 53°34'07" W	25.63'
C16	90°00'00"	20.00'	31.42'	S 41°34'56" E	28.28'
C17	11°19'22"	254.00'	50.20'	N 02°14'37" W	50.11'
C18	13°17'18"	254.00'	58.91'	N 14°32'57" W	58.78'
C19	13°17'18"	254.00'	58.91'	N 27°50'16" W	58.78'
C20	13°17'18"	254.00'	58.91'	N 41°07'34" W	58.78'
C21	34°03'02"	196.00'	116.48'	N 14°11'31" W	114.77'
C22	0°35'05"	196.00'	2.00'	N 03°07'32" E	2.00'
C23	90°00'00"	20.00'	31.42'	N 48°25'04" E	28.28'
C24	90°00'00"	20.00'	31.42'	S 41°34'56" E	28.28'
C25	4°44'51"	196.00'	16.24'	N 05°47'30" E	16.24'
C26	27°06'52"	196.00'	92.75'	N 21°43'21" E	91.89'
C27	17°31'06"	196.00'	59.93'	N 44°02'20" E	59.69'
C28	90°00'00"	20.00'	31.42'	S 82°12'07" E	28.28'
C29	25°29'14"	196.00'	87.19'	S 24°27'30" E	86.47'
C30	15°07'58"	196.00'	51.77'	S 04°08'54" E	51.62'
C31	1°19'40"	254.00'	5.89'	S 02°45'14" W	5.89'
C32	10°38'53"	254.00'	47.20'	S 03°14'03" E	47.14'
C33	10°09'51"	254.00'	45.08'	S 13°38'25" E	45.00'
C34	18°28'47"	254.00'	81.92'	S 27°57'43" E	81.57'
C35	90°00'00"	20.00'	31.42'	N 07°47'53" E	28.28'
C36	90°00'00"	20.00'	31.42'	S 82°12'07" E	28.28'
C37	40°37'11"	389.00'	261.80'	S 16°53'31" E	256.16'

Ⓐ Δ=16°33'11" R=196.00' Arc=56.63' ChBrg=N39°29'36"W Ch=56.43'

Ⓑ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N48°25'04"E Ch=28.28'

Ⓒ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N41°34'56"W Ch=28.28'

Ⓓ N03°25'04"E 34.77'

Ⓔ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N07°47'53"E Ch=28.28'

Ⓕ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N82°12'07"W Ch=28.28'

Ⓖ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N49°33'05"E Ch=28.28'

Ⓗ N37°12'07"W 62.00'

Ⓘ Δ=4°42'37" R=194.00' Arc=15.95' ChBrg=N02°11'47"E Ch=15.94'

Ⓙ N37°12'07"W 14.06'

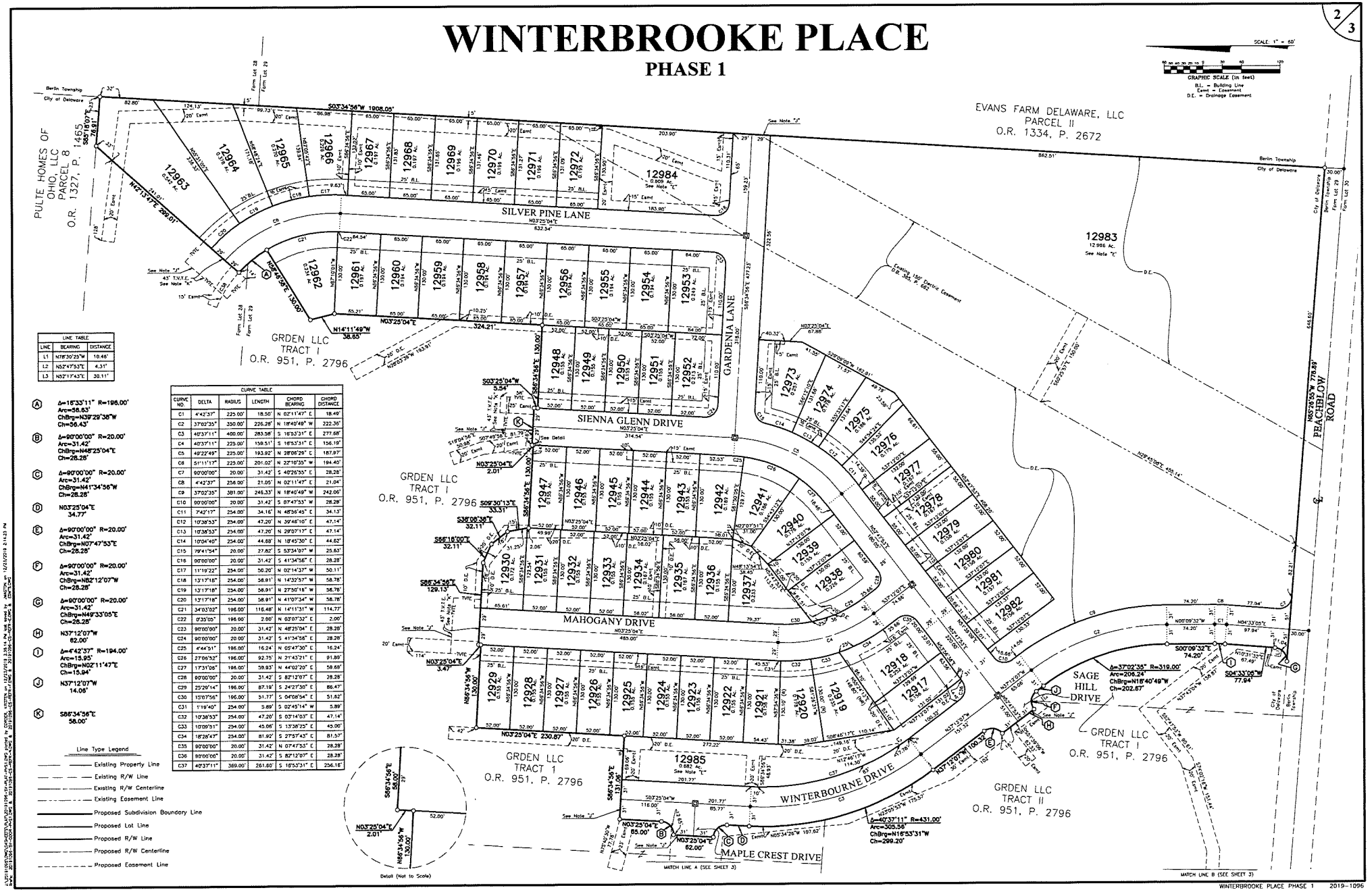
Ⓚ S86°34'56"E 58.00'

Line Type Legend

- Existing Property Line
- Existing R/W Line
- Existing R/W Centerline
- Existing Easement Line
- Proposed Subdivision Boundary Line
- Proposed Lot Line
- Proposed R/W Line
- Proposed R/W Centerline
- Proposed Easement Line

WINTERBROOKE PLACE

PHASE 1



LINE TABLE		
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C3	40°37'11"	400.00'	283.58'	S 16°53'31" E	277.68'
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C6	51°11'17"	225.00'	201.02'	N 22°16'35" W	194.40'
C7	90°00'00"	20.00'	31.42'	S 40°26'55" E	28.28'
C8	4°42'37"	256.00'	21.05'	N 02°11'47" E	21.04'
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C21	34°03'02"	196.00'	116.48'	N 14°11'31" W	114.77'
C22	0°35'05"	196.00'	2.00'	N 03°07'32" E	2.00'
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C25	4°44'51"	196.00'	16.24'	N 05°47'30" E	16.24'
C26	27°06'52"	196.00'	92.75'	N 21°43'21" E	91.89'
C27	17°31'06"	196.00'	59.93'	N 44°02'20" E	59.69'
C28	90°00'00"	20.00'	31.42'	S 82°12'07" E	28.28'
C29	25°29'14"	196.00'	87.19'	S 24°27'30" E	86.47'
C30	15°07'56"	196.00'	51.77'	S 04°08'54" E	51.62'
C31	1°19'40"	254.00'	5.89'	S 02°45'14" W	5.89'
C32	10°38'53"	254.00'	47.20'	S 03°14'03" E	47.14'
C33	10°09'31"	254.00'	45.06'	S 13°38'25" E	45.00'
C34	18°28'47"	254.00'	81.92'	S 27°57'43" E	81.57'
C35	90°00'00"	20.00'	31.42'	N 07°47'53" E	28.28'
C36	90°00'00"	20.00'	31.42'	S 82°12'07" E	28.28'
C37	40°37'11"	369.00'	261.60'	S 16°53'31" E	256.16'

Ⓐ Δ=16°33'11" R=196.00' Arc=56.63' ChBrg=N39°29'38"W Ch=56.43'

Ⓑ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N48°25'04"E Ch=28.28'

Ⓒ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N41°34'56"W Ch=28.28'

Ⓓ N03°25'04"E 34.77'

Ⓔ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N07°47'53"E Ch=28.28'

Ⓕ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N82°12'07"W Ch=28.28'

Ⓖ Δ=90°00'00" R=20.00' Arc=31.42' ChBrg=N49°33'05"E Ch=28.28'

Ⓗ N37°12'07"W 62.00'

Ⓘ Δ=4°42'37" R=194.00' Arc=15.95' ChBrg=N02°11'47"E Ch=15.94'

Ⓙ N37°12'07"W 14.06'

Ⓚ S86°34'56"E 58.00'

Line Type Legend

- Existing Property Line
- Existing R/W Line
- Existing R/W Centerline
- Existing Easement Line
- Proposed Subdivision Boundary Line
- Proposed Lot Line
- Proposed R/W Line
- Proposed R/W Centerline
- Proposed Easement Line

WINTERBROOKE PLACE

PHASE 1

NOTE "A": Notice is hereby given to any buyer of the lots delineated upon this plat, that on file with the Building Department of The City of Delaware, are site improvement plans for the development of said lots showing proposed lot drainage, proposed ground elevation at house and/or lot grading plans. These plans, as approved by the governmental agencies, are considered part of the approval of this subdivision and are to be incorporated into the final plot plan required with the building permit.

NOTE "B" - MINIMUM SETBACKS: City of Delware Zoning regulations for Winterbrooke Place Phase 1 in effect at the time of platting specifies the following setback requirements:

Average lot size:	52 feet by 130 feet 65 feet by 130 feet
Front yard:	as shown hereon
Side yard:	5 feet (total 10 feet) 6.5 feet (total 13.5 feet)
Rear yard:	30 feet
Zoning classification:	Sub-Area B (PMU/R3)

The purpose of this plat is to show certain property, rights of way and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "C": As per City of Delaware Zoning Code, all lots within Winterbrooke Place Phase 1 are subject to the terms, conditions, restrictions (including lighting and house sizes) and special assessment districts as outlined in the preliminary plat entitled "Hanover Subdivision", said preliminary plat being approved on December 9, 2013 by Ordinance Number 13-77 on file at the City of Delaware Department of Planning and Community Development as PC 2013-1729

NOTE "D": All utilities within Winterbrooke Place Phase 1 shall be installed underground. Electric, telephone and cable T.V. lines and their above ground pedestals shall be located in rear yard areas except where a service feed must cross a street right of way or enter the subdivision.

NOTE "E" - LOTS 12984, 12985 AND 12986: Lots 12984, 12985 and 12986, as numbered and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Winterbrooke Place subdivisions for the purpose of open space and stormwater facilities

NOTE "F" - ACREAGE BREAKDOWN:

Total acreage	30.486 Ac.
Acreage in Lots 12984, 12985, 12986	12.326 Ac.
Acreage in remaining lots	12.217 Ac.
Acreage in right-of-way	5.943 Ac.

NOTE "G" - ACREAGE BREAKDOWN: Winterbrooke Place Phase 1 is out of the following Delaware County Parcel Numbers:

41833001018000	29.647 Ac.
41833001018001	0.839 Ac.

NOTE "H": This section of the Winterbrooke Place Subdivision shall be placed in the Delaware South New Community Authority prior to issuance of building permits, is located within the Evans Residential TIF district, and is subject to the South East Highland Sanitary Sewer additional capacity charge of $3,200 per dwelling unit.

NOTE "I": At the time of platting, electric, telephone and cable service providers have not issued information required so that easement areas, in addition to those shown on this plat and deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could be conveniently shown on this plat. Existing recorded easement information desired about Winterbrooke Place Phase 1 or any part thereof can be acquired by a competent examination of the then current public record, including those in the Delaware County Recorder's Office.

NOTE "J": No vehicular access until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "K" - TEMPORARY VEHICLE TURNAROUND EASEMENT (TVTE) - MAHOGANY DRIVE, SIENNA GLENN DRIVE, AND SILVER PINE LANE: The City of Delaware, Ohio is hereby granted a nonexclusive easement for vehicular turnaround use by the public in and over the areas of land designated "Temporary Vehicle Turnaround Easement" at the westerly terminus terminus Mahogany Drive, Sienna Glenn Drive, and Silver Pine Lane on that parcel owned by Grden LLC as shown hereon. Temporary easements shall be of no force at such time as the temporary turn-around is removed and the street is extended by dedicated right-of-way or easement in a manner acceptable to the City of Delaware.

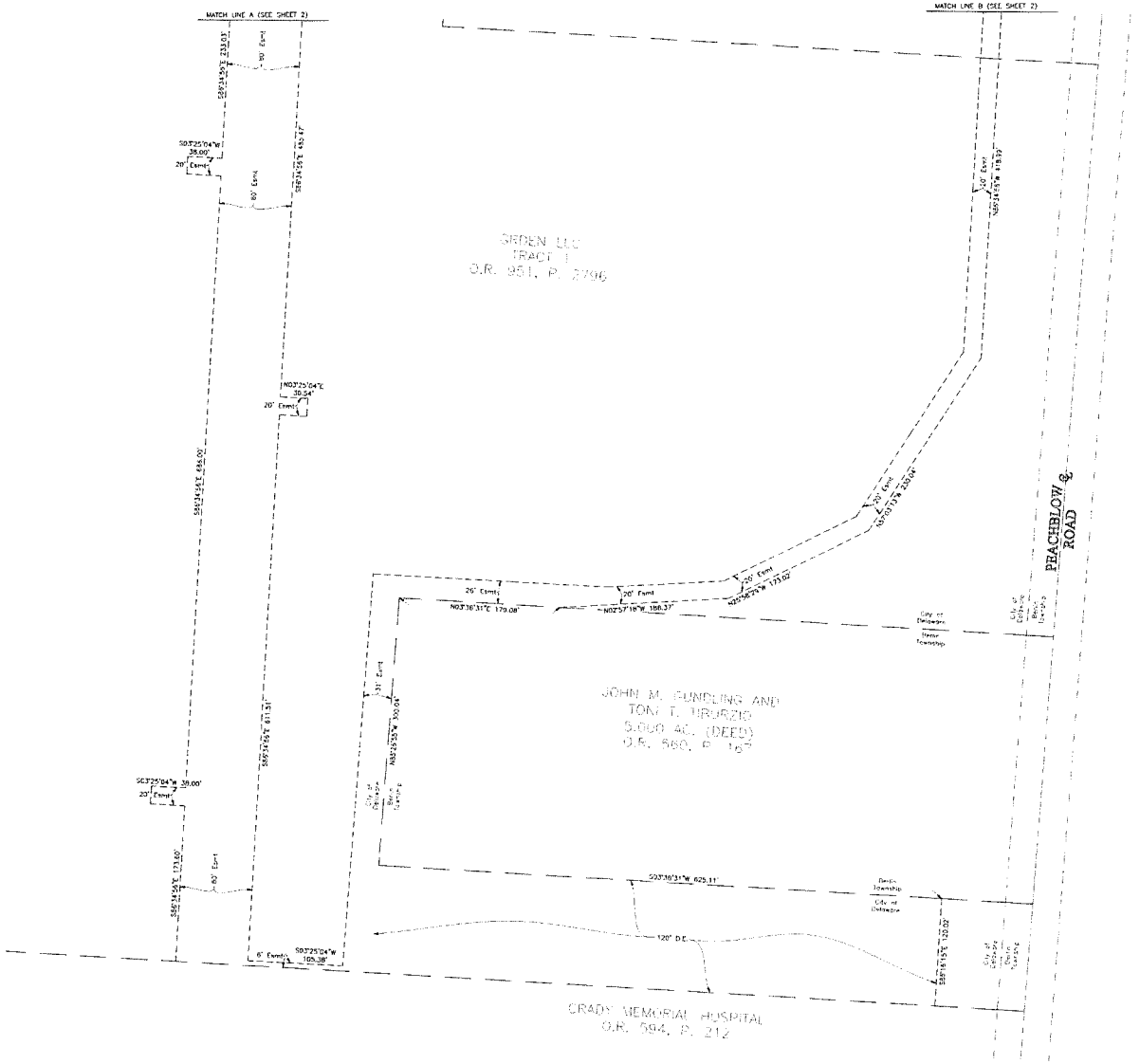
SCALE: 1" = 60'

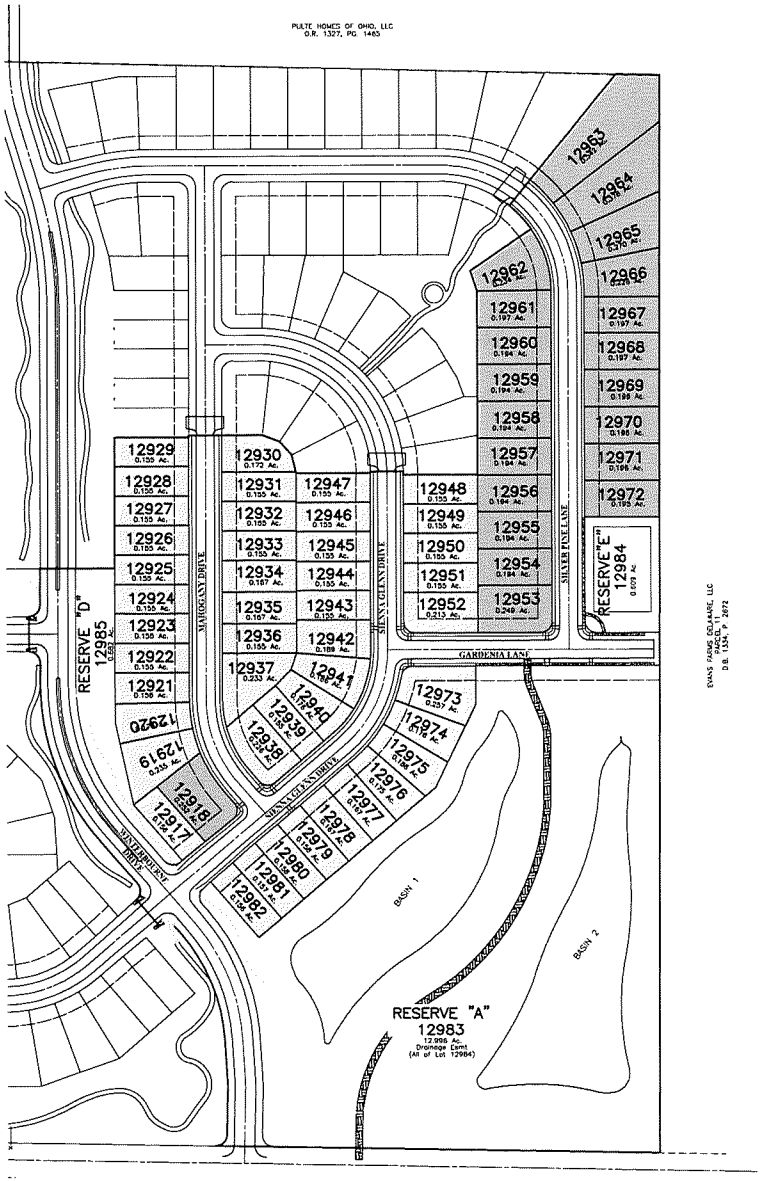
GRAPHIC SCALE (in feet)

B.L. = Building Line
Esmt. = Easement
D.E. = Drainage Easement

Line Type Legend

- Existing Property Line
- Existing R/W Line
- Existing R/W Centerline
- Existing Easement Line
- Proposed Subdivision Boundary Line
- Proposed Lot Line
- Proposed R/W Line
- Proposed R/W Centerline
- Proposed Easement Line





GRAPHIC SCALE

0 50 100 200

1 inch = 100 feet

SITE STATISTICS:

TOTAL ACREAGE:	±30.67 ACRES
TOTAL NUMBER OF LOTS:	67
TOTAL GROSS DENSITY:	±2.18 LOTS/ACRE
TOTAL OPEN SPACE:	±14.287 ACRES

NOTES:

NOTE "A": TREE REPLACEMENT REQUIREMENT: THE TOTAL NUMBER OF CALIPER INCHES SHALL BE REPLACED WITH SAME OR MORE CALIPER INCHES. THE SMALLEST TREE THAT WILL BE ACCEPTABLE FOR TREE REPLACEMENT IS 1.75 CALIPER INCHES.

NOTE "B": RESERVES "A" LOT NUMBER 12984, "D" LOT NUMBER 12986 AND "E" LOT NUMBER 12985 SHALL BE OWNED AND MAINTAINED BY THE WINTERBROOKE PLACE HOMEOWNERS ASSOCIATION.

THE DARK GRAY SHADED LOTS ARE CLASSIFIED AS SIXTY-FIVE FOOT WIDE LOTS WITH A MINIMUM SIDE YARD SETBACK OF 6.5 FEET EACH SIDE.

THE LIGHT GRAY SHADED LOTS ARE CLASSIFIED AS FIFTY-TWO FOOT WIDE LOTS WITH A MINIMUM SIDE YARD SETBACK OF 5.0 FEET EACH SIDE.

REVISIONS

MARK	DATE	DESCRIPTION

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR
WINTERBROOKE PLACE
PHASE 1
SITE PLAN

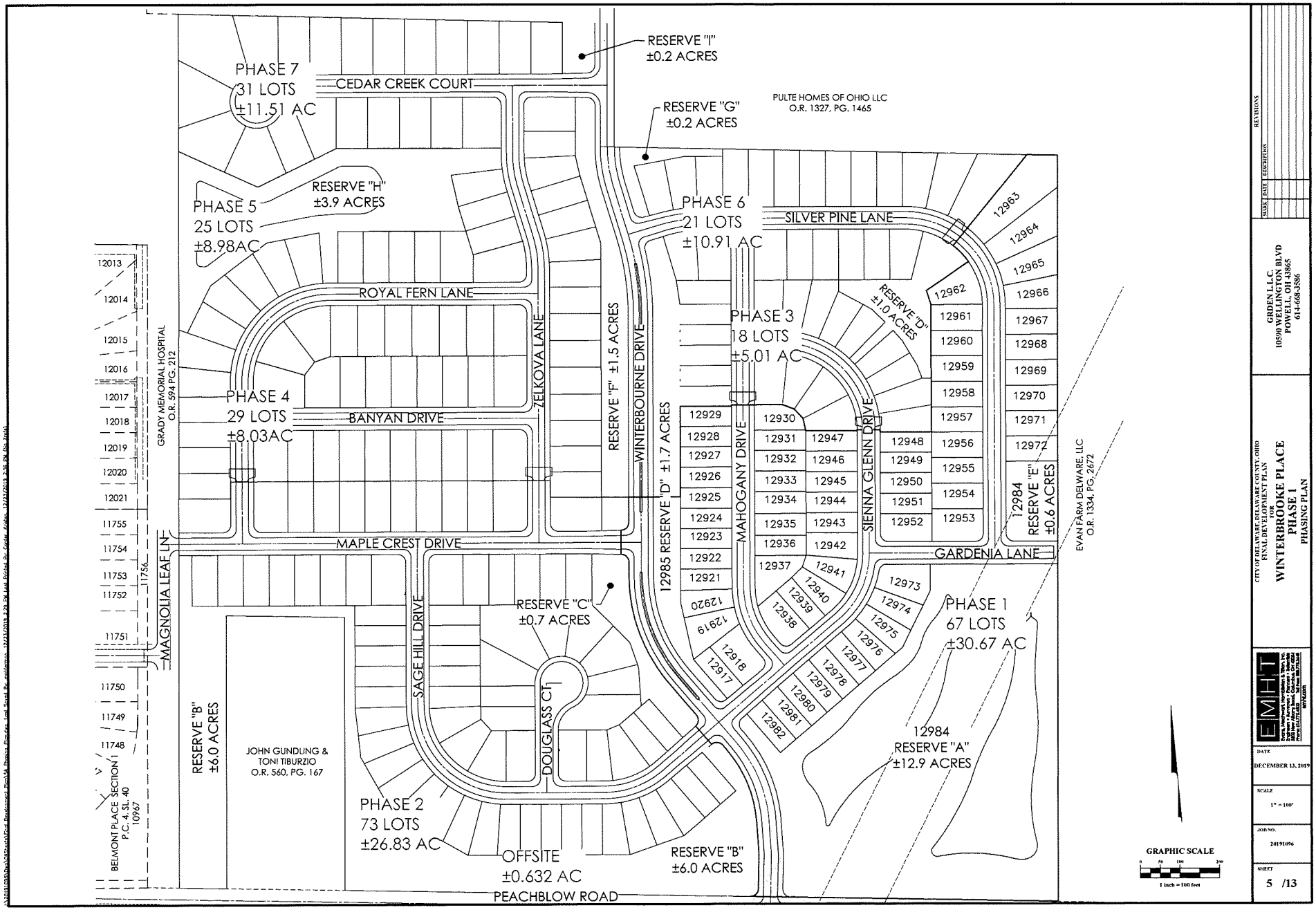
EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, Ohio 43054
Phone: 614.775.4500 Fax: 614.775.4800
emht.com

DATE
DECEMBER 13, 2019

SCALE
1" = 100'

JOB NO.
20191096

SHEET
4/13



REVISIONS

MARK	DATE	DESCRIPTION

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43865
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN

WINTERBROOKE PLACE
PHASE 1
PHASING PLAN

EMHT
Environmental Design Group, Inc.
Civil Engineering
Land Development
Surveying
Landscape Architecture
Planning
Permit Expediting
www.emht.com

DATE
DECEMBER 13, 2019

SCALE
1" = 100'

JOB NO.
20191096

SHEET
5 /13

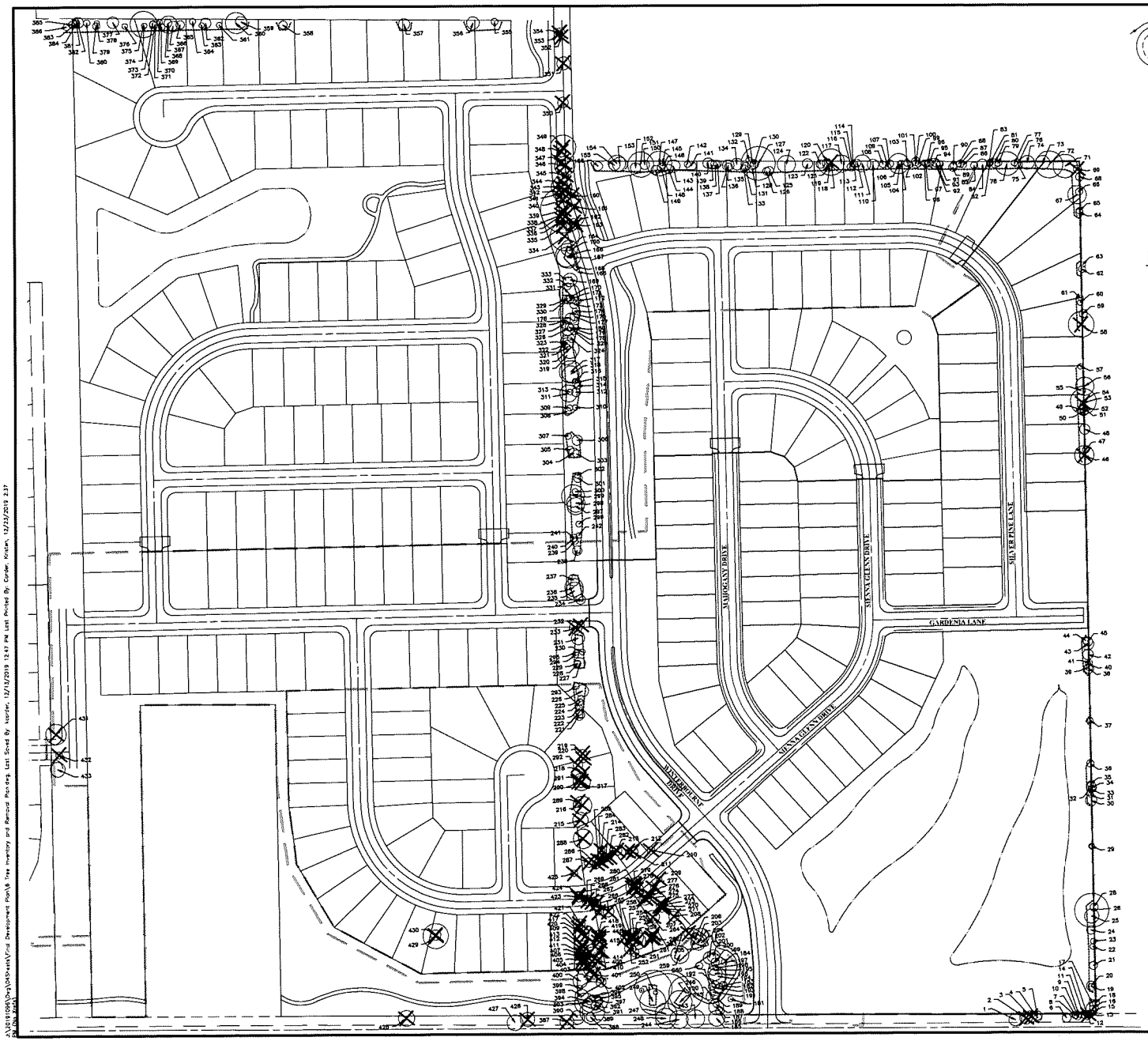


GRAPHIC SCALE
0 50 100 200
1 Inch = 100 feet

SHEET 6/13	JOB NO. 20191096	SCALE 1" = 100'	DATE DECEMBER 13, 2019	EMHT Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.775.4500 Toll Free: 888.775.3648 emht.com	CITY OF DELAWARE, DELAWARE COUNTY, OHIO FINAL DEVELOPMENT PLAN FOR **WINTERBROOKE PLACE** **PHASE I** **ILLUSTRATIVE SITE PLAN**

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43865
614-668-3586

REVISIONS		
MARK	DATE	DESCRIPTION



TREE PROTECTION FENCE
EXISTING TREE
CRITICAL ROOT ZONE*
EXISTING TREE-REMOVE

*CRITICAL ROOT ZONE MEASUREMENT = 1' RADIUS PER 1" CAL.

*ALL ASH TREES REGARDLESS OF CONDITION NEED TO BE REMOVED FROM PROPERTY DURING THE CONSTRUCTION PROCESS.

CONSTRUCTION NOTES:

1. PRESERVED TREES ARE TO BE PROTECTED BY FENCING, SEE DETAIL 1, ABOVE.

EXISTING TREE DATA

TOTAL TREES PRESERVED	231 TREES
CALIPER INCHES PRESERVED	1878.0 CALIPER INCHES
TOTAL TREES REMOVED (DOES NOT INCLUDE POOR, DEAD OR ASH TREES)	88 TREES
CALIPER INCHES REMOVED	666.0 CALIPER INCHES
TOTAL TREES	319 TREES
TOTAL CALIPER INCHES	2544.0 CALIPER INCHES

KEY

Trees Removed

Trees Removed

Limits of Disturbance

GRAPHIC SCALE

1 inch = 100 feet

REVISIONS

MARK	DATE	DESCRIPTION

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR

WINTERBROOKE PLACE
PHASE 1

TREE INVENTORY AND REMOVAL PLAN

EMHT

DATE
DECEMBER 13, 2019

SCALE
1" = 100'

JOB NO.
20191096

SHEET
7 /13

J:\2019\1096\Data\GIS\sets\Final Development Plan\8 Tree Inventory and Removal Plan.dwg Last Saved By: Kerber, 12/12/2019 12:47 PM Last Plotted By: Corder, Kristen, 12/23/2019 2:37 PM

TREE #	CAL. INCHES	SPECIES	CONDITION	STATUS
1	7.0	MAPLE	FAIR	PRESERVED
~~2~~		~~MAPLE~~	~~DEAD~~	~~REMOVE~~
~~3~~		~~MAPLE~~	~~POOR~~	~~REMOVE~~
4	4.5	MAPLE	FAIR	PRESERVED
5	5.5	MAPLE	FAIR	PRESERVED
6	10	MAPLE	GOOD	PRESERVED
7	3.5	ELM	FAIR	PRESERVED
8	3.5	ELM	FAIR	PRESERVED
9	3.5	ELM	FAIR	PRESERVED
10	4.5	ELM	FAIR	PRESERVED
11	3.0	ELM	FAIR	PRESERVED
~~12~~		~~ELM~~	~~POOR~~	~~REMOVE~~
13	4.0	ELM	FAIR	PRESERVED
14	4.0	MAPLE	FAIR	PRESERVED
15	3.5	ELM	FAIR	PRESERVED
16	6.5	ELM	FAIR	PRESERVED
~~17~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
18		CHERRY	POOR	OFF SITE
~~19~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
~~20~~		~~ASH~~	~~DEAD~~	~~REMOVE~~
21	4.5	HACKBERRY	FAIR	PRESERVED
22	3.0	OAK	FAIR	PRESERVED
23	6	OAK	GOOD	PRESERVED
24	10	OAK	GOOD	PRESERVED
25	16	ELM	GOOD	PRESERVED
26	38	MAPLE	GOOD	PRESERVED
28		CHERRY	POOR	OFF SITE
29	6	OAK	GOOD	PRESERVED
30	6.5	HACKBERRY	FAIR	PRESERVED
~~31~~		~~HACKBERRY~~	~~POOR~~	~~REMOVE~~
32		HACKBERRY	GOOD	OFF SITE
33		HACKBERRY	GOOD	OFF SITE
34		HACKBERRY	FAIR	OFF SITE
35	7	HACKBERRY	GOOD	PRESERVED
36	8	PEAR	GOOD	PRESERVED
37		HACKBERRY	GOOD	OFF SITE
38		HACKBERRY	POOR	OFF SITE
39		HACKBERRY	FAIR	OFF SITE
40	3.0	HACKBERRY	FAIR	PRESERVED
41		HACKBERRY	FAIR	OFF SITE
42	6.0	OAK	FAIR	PRESERVED
43	14	OAK	GOOD	PRESERVED
44	7	OAK	GOOD	PRESERVED
45	5.5	OAK	FAIR	PRESERVED
46	22	OAK	GOOD	REMOVE
47		CHERRY	DEAD	OFF SITE
48		CHERRY	POOR	OFF SITE
49	6.0	OAK	FAIR	PRESERVED
50		OAK	FAIR	OFF SITE
51		OAK	FAIR	OFF SITE
~~52~~		~~OAK~~	~~POOR~~	~~REMOVE~~
~~53~~		~~OAK~~	~~POOR~~	~~REMOVE~~
54	14.5	OAK	FAIR	REMOVE
55	10	OAK	GOOD	PRESERVED
56		OAK	GOOD	OFF SITE
57	6	RED CEDAR	GOOD	PRESERVED
58	29	OAK	GOOD	REMOVE
59		OAK	GOOD	OFF SITE
60	6	PEAR	GOOD	PRESERVED
61	6	HAWTHORN	GOOD	PRESERVED
62		OAK	FAIR	OFF SITE
63		CHERRY	POOR	OFF SITE
64	4.0	OAK	FAIR	PRESERVED
65	3.5	OAK	FAIR	PRESERVED
~~66~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
67	21	OAK	GOOD	PRESERVED
68		CHERRY	POOR	OFF SITE
~~69~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
71	27	OAK	GOOD	PRESERVED
72	31	OAK	GOOD	PRESERVED
73	8.0	OAK	FAIR	PRESERVED
74	8.0	OAK	FAIR	PRESERVED
75	4.5	OAK	FAIR	PRESERVED
76	3.5	HACKBERRY	FAIR	PRESERVED
~~77~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
78	27	OAK	GOOD	PRESERVED
79		CHERRY	POOR	REMOVE
~~80~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
81	3.5	CHERRY	FAIR	PRESERVED
82	3.5	CHERRY	FAIR	PRESERVED
~~83~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
~~84~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
85	4.0	PEAR	FAIR	PRESERVED

TREE #	CAL. INCHES	SPECIES	CONDITION	STATUS
86	3.5	ELM	FAIR	PRESERVED
87	4.0	CHERRY	FAIR	PRESERVED
88	3.5	CHERRY	FAIR	PRESERVED
89	5.0	ELM	FAIR	PRESERVED
90	4.0	ELM	FAIR	PRESERVED
91	4.0	ELM	FAIR	PRESERVED
92	5.0	LOCUST	FAIR	PRESERVED
~~93~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
~~94~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
~~95~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
~~96~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
97	3.5	CHERRY	FAIR	PRESERVED
~~98~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
99	3.5	CHERRY	FAIR	PRESERVED
100	5.0	CHERRY	FAIR	PRESERVED
101	5.0	CHERRY	FAIR	PRESERVED
102	6	OAK	GOOD	PRESERVED
~~103~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
104	6	CHERRY	GOOD	PRESERVED
105	3.0	CHERRY	FAIR	PRESERVED
106	23	OAK	GOOD	PRESERVED
~~107~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
108	8	HAWTHORN	GOOD	PRESERVED
109	3.0	HAWTHORN	FAIR	PRESERVED
110	6.5	OAK	FAIR	PRESERVED
111	9.5	CHERRY	FAIR	PRESERVED
112	4.0	CHERRY	FAIR	PRESERVED
113	4.0	CHERRY	FAIR	PRESERVED
114	3.0	OAK	FAIR	PRESERVED
115	3.0	CHERRY	FAIR	PRESERVED
116	10	MAPLE	GOOD	PRESERVED
117	10.0	CHERRY	FAIR	PRESERVED
118	30	OAK	GOOD	PRESERVED
119	3.5	OAK	FAIR	PRESERVED
~~120~~		~~ASH~~	~~POOR~~	~~REMOVE~~
121	10	OAK	GOOD	PRESERVED
122	5.0	HAWTHORN	FAIR	PRESERVED
123	5.5	CHERRY	FAIR	PRESERVED
124	10.0	OAK	FAIR	PRESERVED
125	5.0	OSAGE ORANGE	FAIR	PRESERVED
126	4.5	OSAGE ORANGE	FAIR	PRESERVED
127	38	OSAGE ORANGE	GOOD	PRESERVED
128	8	OSAGE ORANGE	GOOD	PRESERVED
129	6.0	OAK	FAIR	PRESERVED
130	8	OAK	GOOD	PRESERVED
131	10	CHERRY	GOOD	PRESERVED
132		CHERRY	FAIR	OFF SITE
133	8	OSAGE ORANGE	GOOD	PRESERVED
134	13	OSAGE ORANGE	GOOD	PRESERVED
135	9	OSAGE ORANGE	GOOD	PRESERVED
136	13	OSAGE ORANGE	GOOD	PRESERVED
~~137~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
138	5.5	CHERRY	FAIR	PRESERVED
139	11	OSAGE ORANGE	GOOD	PRESERVED
~~140~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
141	5.5	OSAGE ORANGE	FAIR	PRESERVED
142	7	OSAGE ORANGE	GOOD	PRESERVED
143	7.5	OAK	FAIR	PRESERVED
~~144~~		~~OAK~~	~~POOR~~	~~REMOVE~~
145	3.0	HACKBERRY	FAIR	PRESERVED
146	3.5	HACKBERRY	FAIR	PRESERVED
~~147~~		~~ASH~~	~~DEAD~~	~~REMOVE~~
148	4.5	OAK	FAIR	PRESERVED
149	11	OAK	GOOD	PRESERVED
~~150~~		~~OSAGE ORANGE~~	~~POOR~~	~~REMOVE~~
151	14.5	OSAGE ORANGE	FAIR	PRESERVED
~~152~~		~~ASH~~	~~POOR~~	~~REMOVE~~
153	8.5	HICKORY	FAIR	PRESERVED
154	9.5	HICKORY	FAIR	PRESERVED
~~155~~		~~ASH~~	~~POOR~~	~~REMOVE~~
156	5.0	OAK	FAIR	PRESERVED
160	3.0	OAK	FAIR	REMOVE
~~161~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
162	10	OAK	GOOD	REMOVE
163	8	OAK	GOOD	REMOVE
164	9.0	OAK	FAIR	PRESERVED
~~165~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
166	28	OAK	GOOD	PRESERVED
167	11.0	OAK	FAIR	PRESERVED
168	6	OAK	GOOD	PRESERVED
169	15	OAK	GOOD	PRESERVED
~~170~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
171	4.5	OAK	FAIR	PRESERVED
172	3.0	OAK	FAIR	PRESERVED
~~173~~		~~ASH~~	~~FAIR~~	~~REMOVE~~

TREE #	CAL. INCHES	SPECIES	CONDITION	STATUS
~~174~~		~~OAK~~	~~POOR~~	~~REMOVE~~
175	6	OAK	GOOD	PRESERVED
176	12.0	CHERRY	FAIR	PRESERVED
177	5.5	OAK	FAIR	PRESERVED
~~178~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
179	9	HICKORY	GOOD	PRESERVED
180	3.5	OAK	FAIR	PRESERVED
181	3.5	MAPLE	FAIR	PRESERVED
182	6	HACKBERRY	GOOD	PRESERVED
183	3.5	MAPLE	FAIR	PRESERVED
184	5.0	OAK	FAIR	PRESERVED
185	3.0	SPRUCE	FAIR	PRESERVED
186	18	MAPLE	GOOD	PRESERVED
187	10	MAPLE	GOOD	PRESERVED
188	8.5	MAPLE	FAIR	PRESERVED
189	7	MAPLE	GOOD	PRESERVED
190	7	MAPLE	GOOD	PRESERVED
191	14	MAPLE	GOOD	PRESERVED
192	6	MAPLE	GOOD	PRESERVED
193	4.5	MAPLE	FAIR	PRESERVED
194	4.0	SPRUCE	FAIR	PRESERVED
195	10.0	MAPLE	FAIR	PRESERVED
196	5.5	SPRUCE	FAIR	PRESERVED
197	16	MAPLE	GOOD	PRESERVED
198	7	MAPLE	GOOD	PRESERVED
199	6	MAPLE	GOOD	PRESERVED
200	9	OAK	GOOD	PRESERVED
201	7.0	MAPLE	FAIR	PRESERVED
~~202~~		~~MAPLE~~	~~POOR~~	~~REMOVE~~
203	3.0	MAPLE	FAIR	PRESERVED
204	8.5	SPRUCE	FAIR	PRESERVED
205	4.0	MAPLE	FAIR	PRESERVED
206	5.0	MAPLE	FAIR	PRESERVED
207	5.5	MAPLE	FAIR	REMOVE
208	11	MAPLE	GOOD	REMOVE
~~209~~		~~ASH~~	~~POOR~~	~~REMOVE~~
210	8	OAK	GOOD	REMOVE
211	11	LOCUST	GOOD	REMOVE
212		CHERRY	POOR	REMOVE
213	11	OAK	GOOD	REMOVE
214	3.5	CHERRY	FAIR	REMOVE
215	17	OSAGE ORANGE	GOOD	REMOVE
216	21	OSAGE ORANGE	GOOD	REMOVE
217	19	OSAGE ORANGE	GOOD	REMOVE
218	6	MAPLE	GOOD	REMOVE
219		ASH	FAIR	REMOVE
220	9	OAK	GOOD	REMOVE
221	6.0	OSAGE ORANGE	FAIR	PRESERVED
222	3.0	MAPLE	FAIR	PRESERVED
223	3.5	MAPLE	FAIR	PRESERVED
224	3.5	MAPLE	FAIR	PRESERVED
~~225~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
226	7.0	MAPLE	FAIR	PRESERVED
227	6.0	MAPLE	FAIR	PRESERVED
~~228~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
~~229~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
230	3.0	BOXELDER	FAIR	PRESERVED
~~231~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
232	3.5	BOXELDER	FAIR	REMOVE
233	7.0	OAK	FAIR	REMOVE
234	5.5	BOXELDER	FAIR	PRESERVED
235	20	OAK	GOOD	PRESERVED
236	20	OAK	GOOD	PRESERVED
237	6.5	ELM	FAIR	PRESERVED
~~238~~		~~ASH~~	~~DEAD~~	~~REMOVE~~
239	3.5	ELM	FAIR	PRESERVED
240	3.0	HACKBERRY	FAIR	PRESERVED
~~241~~		~~HACKBERRY~~	~~POOR~~	~~REMOVE~~
242	6	OAK	GOOD	PRESERVED
243	10.0	MAPLE	FAIR	PRESERVED
244	10.0	MAPLE	FAIR	PRESERVED
245	13.5	MAPLE	FAIR	PRESERVED
246	19.0	MAPLE	FAIR	PRESERVED
247	12.0	MAPLE	FAIR	PRESERVED
248	11.5	MAPLE	FAIR	PRESERVED
249	14.5	MAPLE	FAIR	PRESERVED
250	41	MAPLE	GOOD	PRESERVED
251	5.0	MAPLE	FAIR	REMOVE
~~252~~		~~SPRUCE~~	~~POOR~~	~~REMOVE~~
253		MAPLE	POOR	REMOVE
254	3.5	MAPLE	FAIR	REMOVE
255	10.0	SPRUCE	FAIR	REMOVE
256		CHERRY	POOR	REMOVE
257		OAK	POOR	REMOVE
258	7	CHERRY	GOOD	REMOVE

TREE #	CAL. INCHES	SPECIES	CONDITION	STATUS
259	8	RED CEDAR	GOOD	PRESERVED
260	10.0	RED CEDAR	FAIR	PRESERVED
261	8	RED CEDAR	GOOD	REMOVE
262	3.5	RED CEDAR	FAIR	REMOVE
263	3.0	RED CEDAR	FAIR	REMOVE
264	3.0	ELM	FAIR	REMOVE
265	7.5	OAK	FAIR	REMOVE
266	12	RED CEDAR	GOOD	REMOVE
267	3.0	PEAR	FAIR	REMOVE
268	5.0	OAK	FAIR	REMOVE
269	4.0	ELM	FAIR	REMOVE
270	12	OAK	GOOD	REMOVE
271	3.5	CHERRY	FAIR	REMOVE
272	4.5	OAK	FAIR	REMOVE
273	4.5	CHERRY	FAIR	REMOVE
274	3.0	CHERRY	FAIR	REMOVE
275	4.0	ELM	FAIR	REMOVE
~~276~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
277	8	OAK	GOOD	REMOVE
278	3.5	COTTONWOOD	FAIR	REMOVE
279	8.0	COTTONWOOD	FAIR	REMOVE
280	8	COTTONWOOD	GOOD	REMOVE
281	14	COTTONWOOD	GOOD	REMOVE
~~282~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
~~283~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
~~284~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
~~285~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
~~286~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
~~287~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
288	11	OSAGE ORANGE	GOOD	REMOVE
~~289~~		~~HAWTHORN~~	~~POOR~~	~~REMOVE~~
290	6	PINE	GOOD	REMOVE
291	3.0	OAK	FAIR	REMOVE
~~292~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
~~293~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
294	3.5	CHERRY	FAIR	PRESERVED
~~295~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
296	6	OAK	GOOD	PRESERVED
297	7	OAK	GOOD	PRESERVED
298	19	OAK	GOOD	PRESERVED
299	20	OAK	GOOD	PRESERVED
300	12.5	OAK	FAIR	PRESERVED
301	7	OAK	GOOD	PRESERVED
302	5.0	OAK	FAIR	PRESERVED
303	9	OAK	GOOD	PRESERVED
~~304~~		~~ELM~~	~~POOR~~	~~REMOVE~~
305	5.5	OAK	FAIR	PRESERVED
306	5.5	ELM	FAIR	PRESERVED
307	11	OAK	GOOD	PRESERVED
308	3.5	ELM	FAIR	PRESERVED
309	4.5	MAPLE	FAIR	PRESERVED
310	3.5	BOXELDER	FAIR	PRESERVED
311	3.0	ELM	FAIR	PRESERVED
312	19	OAK	GOOD	PRESERVED
~~313~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
314	6	OAK	GOOD	PRESERVED
315	8	OAK	GOOD	PRESERVED
~~316~~		~~ASH~~	~~DEAD~~	~~REMOVE~~
317	3.0	OAK	FAIR	PRESERVED
318	12.5	ELM	FAIR	PRESERVED
319	9.0	OAK	FAIR	PRESERVED
320	10.0	ELM	FAIR	PRESERVED
321	21	OAK	GOOD	PRESERVED
322	3.0	OAK	FAIR	PRESERVED
~~323~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
324	15	OAK	GOOD	PRESERVED
325	4.5	OAK	FAIR	PRESERVED
326	4.0	OAK	FAIR	PRESERVED
327	7.5	OAK	FAIR	PRESERVED
~~328~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
329	3.5	OAK	FAIR	PRESERVED
~~330~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
331	7	OAK	GOOD	PRESERVED
~~332~~		~~CHERRY~~	~~DEAD~~	~~REMOVE~~
~~333~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
334	1	HICKORY	GOOD	REMOVE
335	16.0	OAK	FAIR	REMOVE
~~336~~		~~ASH~~	~~POOR~~	~~REMOVE~~
337	11	OAK	GOOD	REMOVE
338	3.5	OAK	FAIR	REMOVE
339	3.5	OAK	FAIR	REMOVE
340	3.5	OAK	FAIR	REMOVE
341	3.5	OAK	FAIR	REMOVE

TREE #	CAL. INCHES	SPECIES	CONDITION	STATUS
342	10.0	HICKORY	FAIR	REMOVE
343	5.5	OAK	FAIR	REMOVE
344	11.5	OAK	FAIR	REMOVE
345	3.0	OAK	FAIR	REMOVE
346	3.5	HICKORY	FAIR	REMOVE
347	22	OAK	GOOD	REMOVE
348	3.5	OAK	FAIR	REMOVE
~~349~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
350	14.0	OAK	FAIR	REMOVE
351	6.0	HICKORY	FAIR	REMOVE
~~352~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
353	3.0	LOCUST	FAIR	REMOVE
354	5.5	MAPLE	FAIR	REMOVE
~~355~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
356	8	OAK	GOOD	PRESERVED
357	7.0	OAK	FAIR	PRESERVED
358	6.5	OAK	FAIR	PRESERVED
359	4.5	ELM	FAIR	PRESERVED
360	13	OAK	GOOD	PRESERVED
~~361~~		~~ASH~~	~~DEAD~~	~~REMOVE~~
362	3.0	BOXELDER	FAIR	PRESERVED
363	6.0	OAK	FAIR	PRESERVED
364	3.0	HAWTHORN	FAIR	PRESERVED
365	3.5	BOXELDER	FAIR	PRESERVED
366	5.0	OAK	FAIR	PRESERVED
367	6.0	BOXELDER	FAIR	PRESERVED
368		CHERRY	POOR	REMOVE
369	4.5	BOXELDER	FAIR	PRESERVED
370	4.0	BOXELDER	FAIR	PRESERVED
371	3.0	BOXELDER	FAIR	PRESERVED
372	6.5	BOXELDER	FAIR	PRESERVED
~~373~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
374	3.5	APPLE	FAIR	PRESERVED
375	6	OAK	GOOD	PRESERVED
376	20	BOXELDER	GOOD	PRESERVED
377	6	OAK	GOOD	PRESERVED
378	6.5	BOXELDER	FAIR	PRESERVED
379	3.0	BOXELDER	FAIR	PRESERVED
~~380~~		~~CHERRY~~	~~POOR~~	~~REMOVE~~
~~381~~		~~ASH~~	~~POOR~~	~~REMOVE~~
382	3.0	OAK	FAIR	PRESERVED
~~383~~		~~ASH~~	~~DEAD~~	~~REMOVE~~
384	4.0	OAK	FAIR	PRESERVED
385	4.0	BOXELDER	FAIR	PRESERVED
386		BOXELDER	FAIR	OFF SITE
387		ASH	DEAD	OFF SITE
388	7.5	HACKBERRY	FAIR	PRESERVED
389	5.0	PINE	FAIR	PRESERVED
390	13.5	OAK	FAIR	PRESERVED
391	7.5	PINE	FAIR	PRESERVED
392	5.0	BOXELDER	FAIR	PRESERVED
393	6	OAK	GOOD	PRESERVED
394	11.5	HACKBERRY	FAIR	PRESERVED
~~395~~		~~BOXELDER~~	~~POOR~~	~~REMOVE~~
396	3.5	PINE	FAIR	PRESERVED
397	17.5	BOXELDER	FAIR	PRESERVED
398	4.0	OAK	FAIR	PRESERVED
399	7.5	BOXELDER	FAIR	PRESERVED
400	3.0	BOXELDER	FAIR	PRESERVED
401	8.0	CHERRY	FAIR	REMOVE
402	8.0	OAK	FAIR	PRESERVED
403	5.5	SPRUCE	FAIR	REMOVE
404	16	RED CEDAR	GOOD	REMOVE
405	3.5	HAWTHORN	FAIR	REMOVE
406	4.0	BOXELDER	FAIR	REMOVE
407		ASH	POOR	REMOVE
408	3.5	CHERRY	FAIR	REMOVE
409	9	HACKBERRY	GOOD	REMOVE
410	9.5	HACKBERRY	FAIR	REMOVE
411	8	OAK	GOOD	REMOVE
412	12	OAK	GOOD	REMOVE
413	4.5	BOXELDER	FAIR	REMOVE
414	3.0	CHERRY	FAIR	REMOVE
~~415~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
416	6	ELM	GOOD	REMOVE
417	10	OAK	GOOD	REMOVE
~~418~~		~~BOXELDER~~	~~POOR~~	~~REMOVE~~
419	4.0	BOXELDER	FAIR	REMOVE
~~420~~		~~ELM~~	~~POOR~~	~~REMOVE~~
~~421~~		~~ASH~~	~~FAIR~~	~~REMOVE~~
422	5.0	OAK	FAIR	REMOVE
423	4.0	BOXELDER	FAIR	REMOVE
424	11	BOXELDER	GOOD	REMOVE
425	5.0	BOXELDER	FAIR	REMOVE
~~426~~		~~ASH~~	~~POOR~~	~~REMOVE~~
427	8.0	BOXELDER	FAIR	PRESERVED
428	9.0	ELM	FAIR	REMOVE
429	9.0	BOXELDER	FAIR	REMOVE
430	14.0	BOXELDER	FAIR	REMOVE
431	5.5	OAK	FAIR	REMOVE
432	23	OAK	GOOD	REMOVE
433		ASH	DEAD	OFF SITE

TREE INVENTORY

Total Number of Trees: 319 (2544.0 Caliper Inches)
Number of Trees Removed: 88 (666.0 Caliper Inches)
Poor, Dead or Ash Trees: 87
Trees to be Replaced: 88 (666.0 Caliper Inches)
Total Number of Trees Preserved: 231 (1878.0 Caliper Inches)

~~OAK~~ Trees Removed (Poor, Dead or Ash)

Trees Removed

MARK	DATE	DESCRIPTION

REVISIONS

GRDEN L.L.C.
10590 VENTURE BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR

WINTERBROOKE PLACE
PHASE 1

TREE INVENTORY AND REMOVAL PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
emht.com

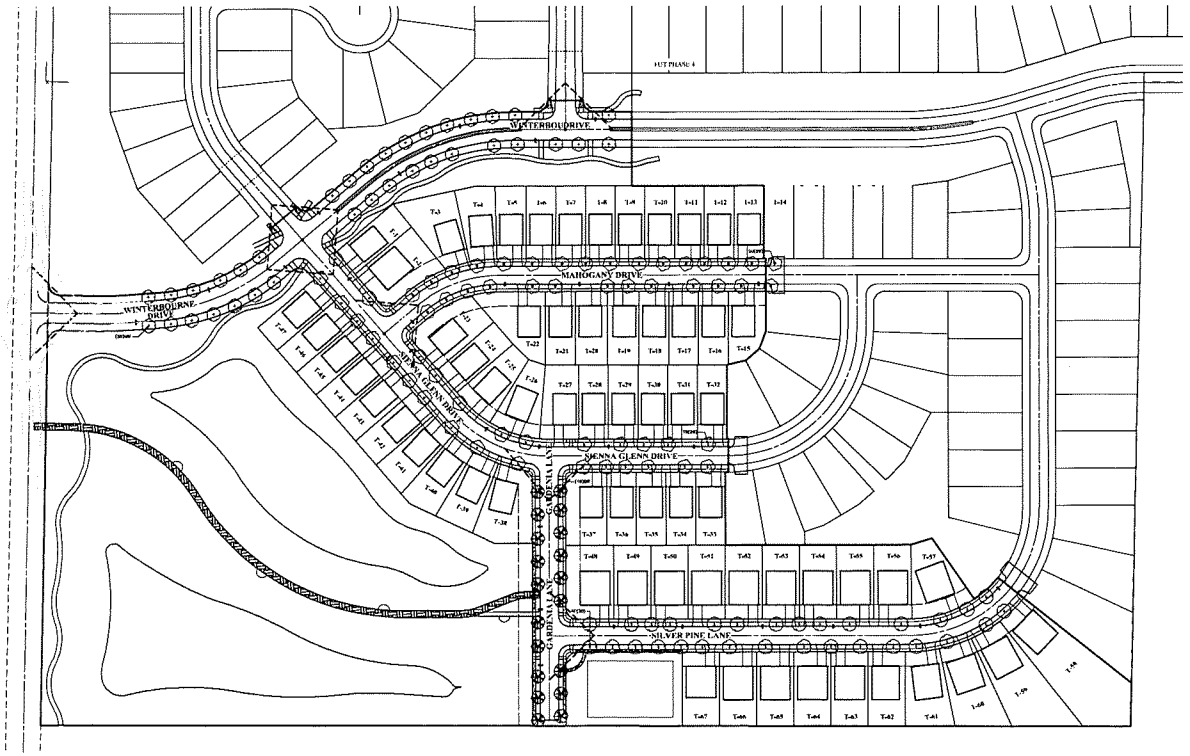
DATE
DECEMBER 13, 2019

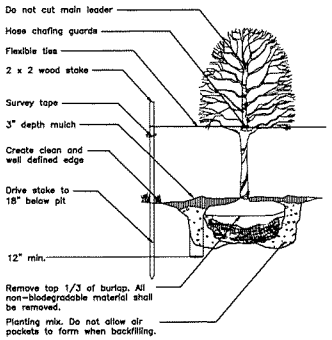
SCALE
None

JOB NO.
20191096

SHEET
8/13

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1 DECIDUOUS TREE UNDER 3" CALIPER
N.T.S.

Trees shall be centered in the tree lawn.

No trees shall be placed within 10' of a hydrant.

GENERAL NOTES

1. Street tree selections shall be approved by the City of Delaware Street Tree Commission prior to installation.
2. Prior to installation, the landscape contractor shall inspect the general site conditions and verify the subgrade, elevations, utility locations and topsoil provided by general contractor. The landscape contractor shall notify the general contractor of any unsatisfactory conditions and work shall not proceed until such conditions have been corrected and are acceptable to the landscape contractor.
3. All trees shall meet or exceed standards set in the American Standard for Nursery Stock, ANSI Z60.1, 2004. All trees shall equal or exceed the measurements and sizes specified in the schedule.
4. All planting operations shall adhere to American Nursery & Landscape Association standards unless noted otherwise.
5. Substitutions shall be permitted with notification and written approval from the Owner & City. Substituted material shall be equivalent or greater in size than the specified plant. Substituted trees shall have the same essential characteristics and growth habit of the specified plant.
6. Confirm location of all utilities and subsurface drain lines prior to plant installation.
7. A pre-installation conference shall be conducted prior to planting operations with Owner & Contractor present.
8. Contractor may slightly field adjust plant locations as necessary to avoid utilities.
9. Contractor shall repair all lawn areas disturbed during construction with seed and warrant a healthy, weed free lawn prior to project acceptance.
10. Mulch tree rings with shredded hardwood mulch of uniform dark brown color. It shall be free of twigs, leaves, disease, pest or other material unsightly or injurious to trees. Average applied thickness shall be 3" depth.
11. Install all trees in accordance with planting details.
12. Street trees shall have a clear canopy height of 6' min.
13. Tree shall be placed a minimum of 3' from sidewalks and curbs.
14. All trees to be backfilled with prepared planting mix. Prepared planting mix shall be mixed on site and consist of one part topsoil, one part soil amendment, one part soil from excavation. Topsoil: ASTM D5268, ph range of 5.5 to 7, min. 4 percent organic material, free of stones 1 inch and larger. Soil amendment: Source separated yard waste compost from an Ohio EPA rated class IV compost facility.
15. All trees to be fertilized with a commercial grade fertilizer tablets consisting of fast and slow release nitrogen.
16. Contractor to determine plant list quantities from the plan. Graphic representation on plan supersedes in case of discrepancy with quantities on schedule.
17. Any item or areas damaged during construction shall be repaired or replaced to its original condition at the contractor expense.
18. Contractor shall thoroughly water all trees at time of installation and as needed until project acceptance by Owner. Contractor shall guarantee all trees installed for one full year from date of acceptance by the Owner. All trees shall be alive and at a vigorous rate of growth at the end of the guarantee period.

SITE DISTANCE TRIANGLES

GRAPHIC SCALE

0 50 100 200

1 inch = 100 feet

PLANT SCHEDULE PHASE 1

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
	AF	30	Acer freemanii 'Sienna Glen'	Sienna Glen Maple	2" Cal.	B&B
	NW	35	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	2" Cal.	B&B
	QR	19	Quercus rubra	Red Oak	2" Cal.	B&B
	TB	28	Tilia americana 'Boulevard'	Boulevard American Linden	2" Cal.	B&B
	UJ	29	Ulmus americana	American Elm	2" Cal.	B&B

REVISIONS

MARK	DATE	DESCRIPTION

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR
WINTERBROOKE PLACE
PHASE 1
STREET TREE PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

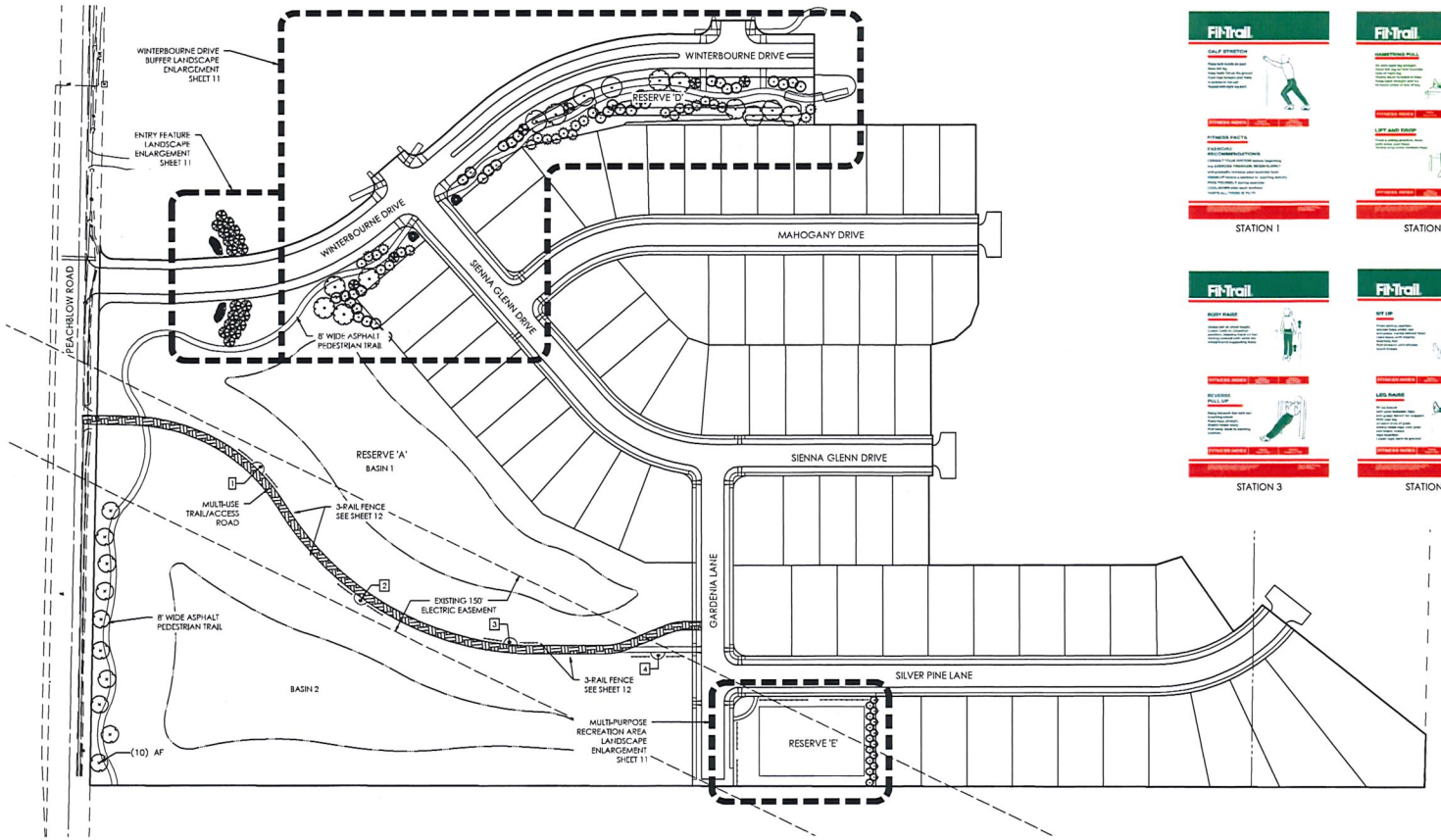
DATE
DECEMBER 13, 2019

SCALE
1" = 100'

JOB NO.
20191096

SHEET
9 /13

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STATION 1

STATION 2

STATION 3

STATION 4

GRAPHIC SCALE

0 40 80 160

1 inch =80 feet

TREE REPLACEMENT REQUIREMENTS

(24) SHADE TREES @ 2" CALIPER = 48 CALIPER INCHES
(25) ORNAMENTAL TREES @ 1.5" CALIPER = 37.5 CALIPER INCHES
* (77) EVERGREEN TREES @ 6' HEIGHT = 154 CALIPER INCHES

CALIPER INCHES REMOVED = 666.0"
CALIPER INCHES REPLACED = 236.5 "
CALIPER INCHES REMAINING = 445.5"

*6' IN HEIGHT EVERGREEN TREE IS EQUIVALENT TO A 2" CALIPER TREE



STATION EXAMPLE



STATION EXAMPLE



STATION EXAMPLE

LEGEND

[#] STATION LOCATION

*PICTURES DEMONSTRATE EXERCISES AT EACH STATION



INTRODUCTION PANEL 1



INTRODUCTION PANEL 2

REVISIONS

MARK	DATE	DESCRIPTION

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN

WINTERBROOKE PLACE PHASE 1

OPEN SPACE PROGRAMMING & LANDSCAPE PLAN

EMHT
Evans Mechwart Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
emht.com

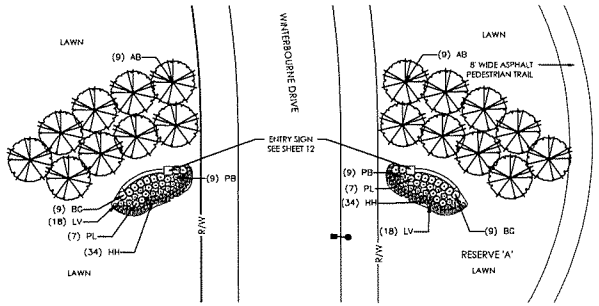
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DECEMBER 13, 2019

SCALE
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JOB NO.
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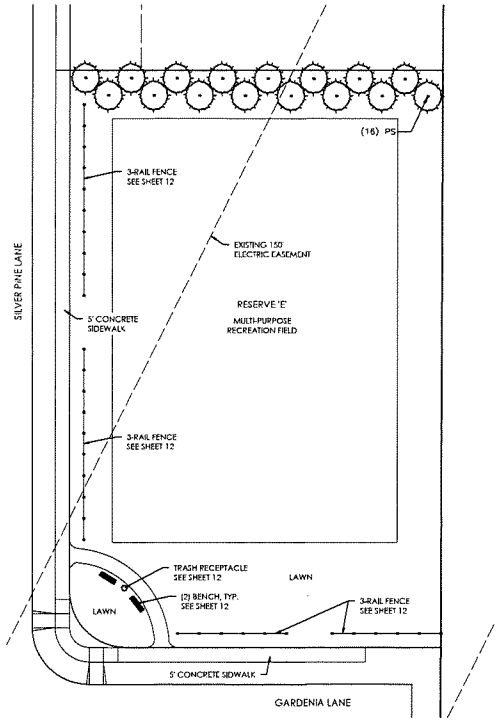
SHEET
10/13

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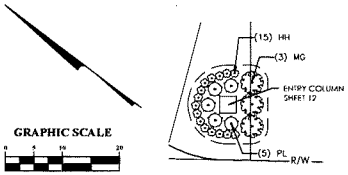
Entry Feature Landscape Enlargement
Scale: 1"=20'

GRAPHIC SCALE
1 inch = 20 feet



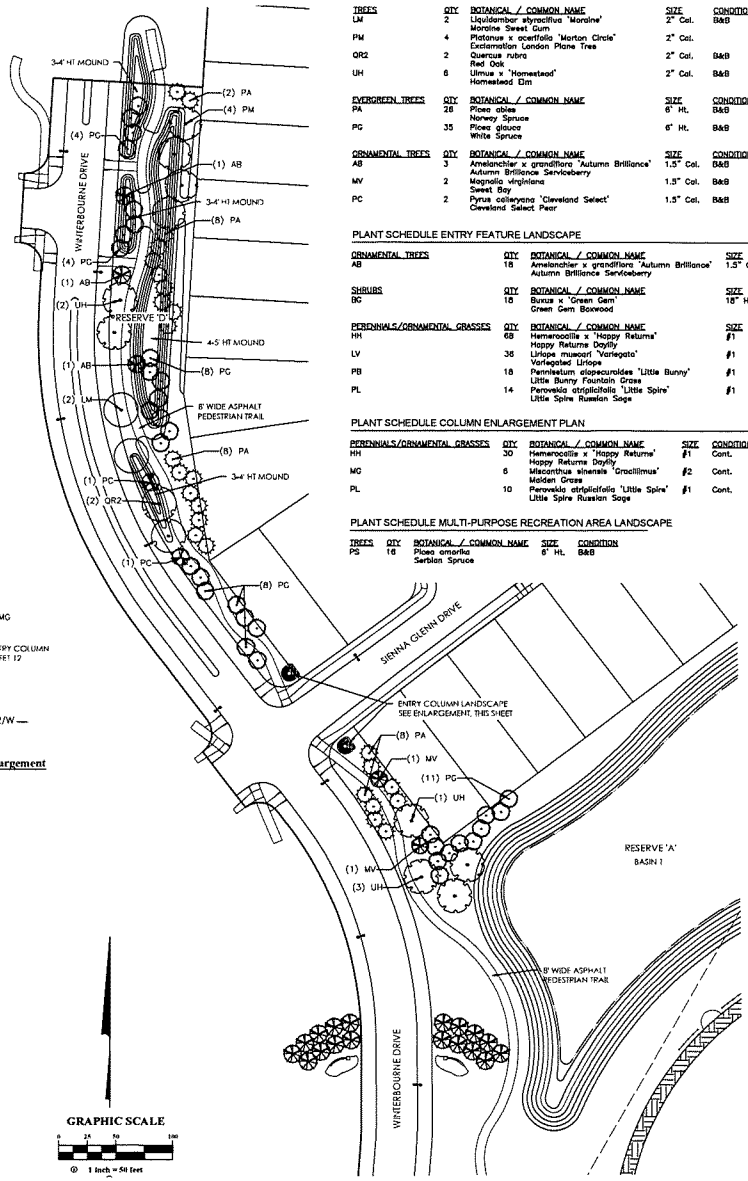
Multi-purpose Recreation Field Enlargement
Scale: 1"=20'

GRAPHIC SCALE
1 inch = 20 feet



GRAPHIC SCALE
1 inch = 10 feet

Entry Column Landscape Enlargement (Typical of Two)
Scale: 1"=10'



GRAPHIC SCALE
1 inch = 50 feet

Winterbourne Drive Buffer
Scale: 1"=50'

PLANT SCHEDULE WINTERBOURNE DR LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
LM	2	Liquidambar styraciflua 'Moraine' Moraine Sweet Gum	2" Cal.	B&B
PM	4	Platanus x acerifolia 'Morton Circle' Exclamation London Plane Tree	2" Cal.	
QR2	2	Quercus rubra Red Oak	2" Cal.	B&B
UH	8	Ulmus x 'Homestead' Homestead Elm	2" Cal.	B&B

EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
PA	28	Picea abies Norway Spruce	6' Ht.	B&B
PG	35	Picea glauca White Spruce	6' Ht.	B&B

ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
AB	3	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry	1.5" Cal.	B&B
MV	2	Magnolia virginiana Sweet Bay	1.5" Cal.	B&B
PC	2	Pyrus calleryana 'Cleveland Select' Cleveland Select Pear	1.5" Cal.	B&B

PLANT SCHEDULE ENTRY FEATURE LANDSCAPE

ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
AB	18	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry	1.5" Cal.	B&B

SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
BG	18	Buxus x 'Green Gem' Green Gem Boxwood	18" Ht.	Cont.

PERENNIALS/ORNAMENTAL GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
HH	68	Hemerocallis x 'Happy Returns' Happy Returns Daylily	#1	Cont.
LV	36	Liriope muscari 'Variegata' Variegated Liriope	#1	Cont.
PB	18	Pennisetum alopecuroides 'Little Bunny' Little Bunny Fountain Grass	#1	Cont.
PL	14	Perovskia atriplicifolia 'Little Spire' Little Spire Russian Sage	#1	Cont.

PLANT SCHEDULE COLUMN ENLARGEMENT PLAN

PERENNIALS/ORNAMENTAL GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
HH	30	Hemerocallis x 'Happy Returns' Happy Returns Daylily	#1	Cont.
MG	6	Miscanthus sinensis 'Gracillimus' Maiden Grass	#2	Cont.
PL	10	Perovskia atriplicifolia 'Little Spire' Little Spire Russian Sage	#1	Cont.

PLANT SCHEDULE MULTI-PURPOSE RECREATION AREA LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
PS	16	Picea omorika Serbian Spruce	6' Ht.	B&B

REVISIONS			
MARK	DATE	DESCRIPTION	

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR
WINTERBROOKE PLACE PHASE 1
OPEN SPACE PROGRAMMING & LANDSCAPE PLAN

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5500 New Albany Road, Columbus, Ohio 43054
Phone: 614.775.4500 Toll Free: 866.775.5648
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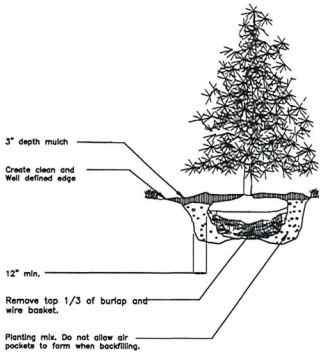
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DECEMBER 13, 2019

SCALE
As Noted

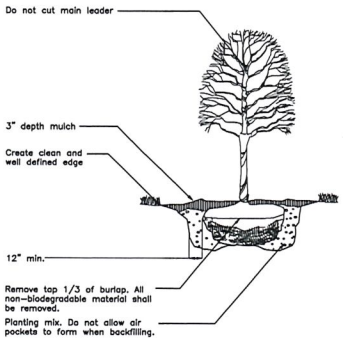
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20191096

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11/13

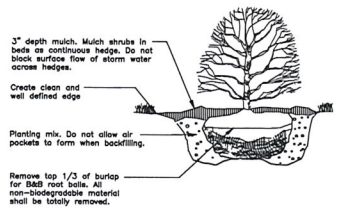
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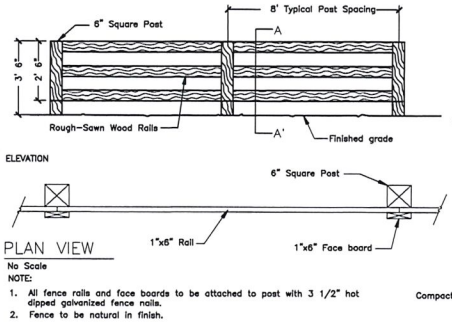
Evergreen Tree Planting
No Scale



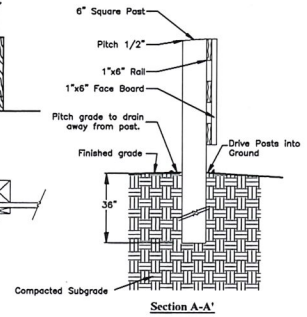
Deciduous Tree Planting
No Scale



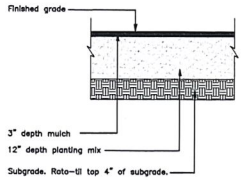
Shrub Planting
No Scale



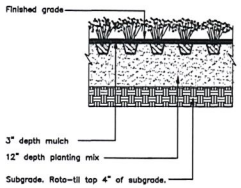
3-Rail Decorative Fence Detail
No Scale



Section A-A'



Planting Area Establishment
No Scale



Perennial & Groundcover Planting
No Scale

GENERAL NOTES

1. Prior to installation, the landscape contractor shall inspect the general site conditions and verify the subgrade, elevations, utility locations and topsoil provided by general contractor. The landscape contractor shall notify the general contractor of any unsatisfactory conditions and work shall not proceed until such conditions have been corrected and are acceptable to the landscape contractor.
2. All plants shall meet or exceed standards set in the American Standard for Nursery Stock, ANSI Z60.1, current edition. All plants shall equal or exceed the measurements and sizes specified in the schedule.
3. Substitutions shall only be permitted with notification and written approval from the Owner. Substituted material shall be equivalent or greater in size than the specified plant. Substituted plants shall have the same essential characteristics and growth habit of the specified plant.
4. Confirm location of all utilities and subsurface drain lines prior to plant installation.
5. A pre-installation conference shall be conducted prior to planting operations with Owner and Contractor present.
6. Contractor may slightly field adjust plant locations as necessary to avoid utilities. Finished planting beds shall be graded to provide positive drainage.
7. Irrigation system, if applicable, shall be complete and operational prior to landscape planting.
8. Contractor shall repair all lawn areas disturbed during construction with seed and warrant a healthy, weed free lawn prior to project acceptance.
9. Seed all areas within contract limits that are not covered by paving, buildings or planting beds unless otherwise noted. Seeding shall not begin until area has received topsoil and finished grade.
10. Mulch planting beds with shredded hardwood mulch of uniform dark brown color. It shall be free of twigs, leaves, disease, pest or other material unsightly or injurious to plants. Average applied thickness shall be 3" depth. Mulch hedges in a continuous bed.
11. Planting beds shall be covered with pre-emergent herbicide applied at product specified rate unless otherwise noted.
12. Bed edge shall be smooth, consistent, hand trenched 4" deep and "V" shaped unless otherwise noted. All excavated material shall be removed from the bed edge and planting bed.
13. All planting bed edges to be smooth flowing arcs or straight lines as shown on plan. Plant locations and layout of beds shall be located by Contractor and approved by Landscape Architect prior to planting.
14. Install all plants in accordance with planting details and specifications.
15. Parking lot and street trees shall have a clear canopy height of 6' min.
16. Trees shall be placed a minimum of 3' from sidewalks and curbs.
17. Planting Mix shall be blended, manufactured soil consisting of three (3) parts topsoil, one (1) part compost, one (1) part sand. Topsoil shall be per ASTM D5268, ph range of 5.5 to 7, min. 4 percent organic material, free of stones and soil clumps 3/4 inch and larger. Compost shall be yard waste compost from an EPA rated Class V compost facility or Com-til compost from City of Columbus Department of Public Utilities. Sand shall be per Item ASTM C33. Proprietary manufactured Planting Mix such as Kurtz Bros. Professional Blend or Jones SuperSoil may be used. Submit product data for review by Owner. Place Planting Mix in settled 8 inch lifts.
18. Mix Mycorrhizal Fungi into Planting Mix during placement of Planting Mix. Application rate shall be according to manufacturer's written recommendations. Mycorrhizal Fungi shall be a dry, granular inoculant containing vesicular-arbuscular mycorrhizal fungi and ectomycorrhizal fungi.
19. Excavate planting beds to a depth of 12 inches, unless otherwise indicated. Roto-til subgrade of excavation to a depth of 4 inches, unless otherwise indicated. Incorporate a 6 inch lift of planting mix into subsoil. Place remaining Planting Mix in settled 6 inch lifts.
20. Planting beds, including mulch, shall be no higher than 6 inches above adjacent grade and shall not impede surface drainage.
21. Lawn areas shall be backfilled with Planting Mix to a minimum settled thickness of 6 inches. Roto-Til subgrade below lawns to a depth of 4 inches, unless otherwise indicated, prior to placement of Planting Mix.
22. All trees and shrubs shall be fertilized with controlled release tablets of 20-10-5 composition. Size and number of tablets shall be per manufacturer's instructions.
23. Composition and application rate of lawn fertilizer shall be sufficient to amend soil according to recommendations of a qualified soil testing agency. Submit soil test results and amendment recommendations to Owner. Lawn fertilizer shall be in a dry granular form.
24. Contractor to determine plant list quantities from the plan. Graphic representation on plan supersedes in case of discrepancy with quantities on schedule.
25. Any item or areas damaged during construction shall be repaired or replaced to its original condition at the contractor expense.
26. Contractor shall thoroughly water all plants at time of installation and as needed until project acceptance by owner. Contractor shall guarantee all plants installed (except annuals) for one full year from date of acceptance by the Owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period.
27. All annuals to be provided by Contractor from available seasonal stock.
28. Lawn seed mix shall proportioned by weight as follows: 10 percent NuBlue or Blue Chip Kentucky Bluegrass; 10 percent Caddieshack or GeoKeeper Perennial Ryegrass; 80 percent Quest, Inferno, Arid 3 and/or Pixie Tall Fescue (select 2). Sodded lawns shall match seeded lawns. Seeding rate shall be 8 to 10 pounds per 1000 square feet.
29. Lawn seed shall not have less than 98 percent purity and not have less than 90 percent germination.



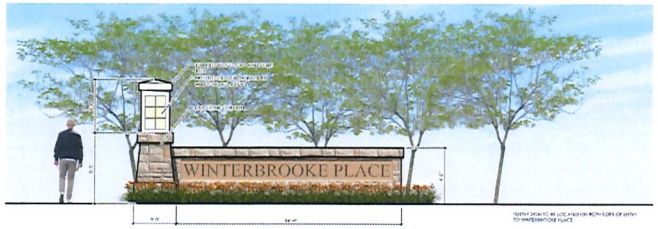
Manufacturer: treetopproducts.com
Model: Northgate Park Bench (SKU: TBN-15)

Metal Bench Detail

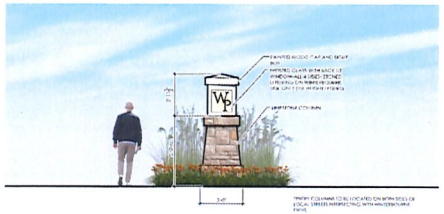


Manufacturer: treetopproducts.com
Model: Northgate Receptacles (SKU: TWR-15)

Trash Receptacle Detail



5 ENTRY SIGN (SUBDIVISION NAME ENGRAVED INTO SANDSTONE FACE)
SCALE: 1/2" = 1'-0"



4 ENTRY COLUMN
SCALE: 1/2" = 1'-0"

REVISIONS

MARK	DATE	DESCRIPTION

GRDEN L.L.C.
10500 WELLINGTON BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN

WINTERBROOKE PLACE
PHASE 1
LANDSCAPING DETAILS

EMH&T
Surveying • Civil Engineering • Planning & Landscape Architecture
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, Ohio 43054
Phone: 614.775.4500 Toll free: 866.775.5364
emht.com

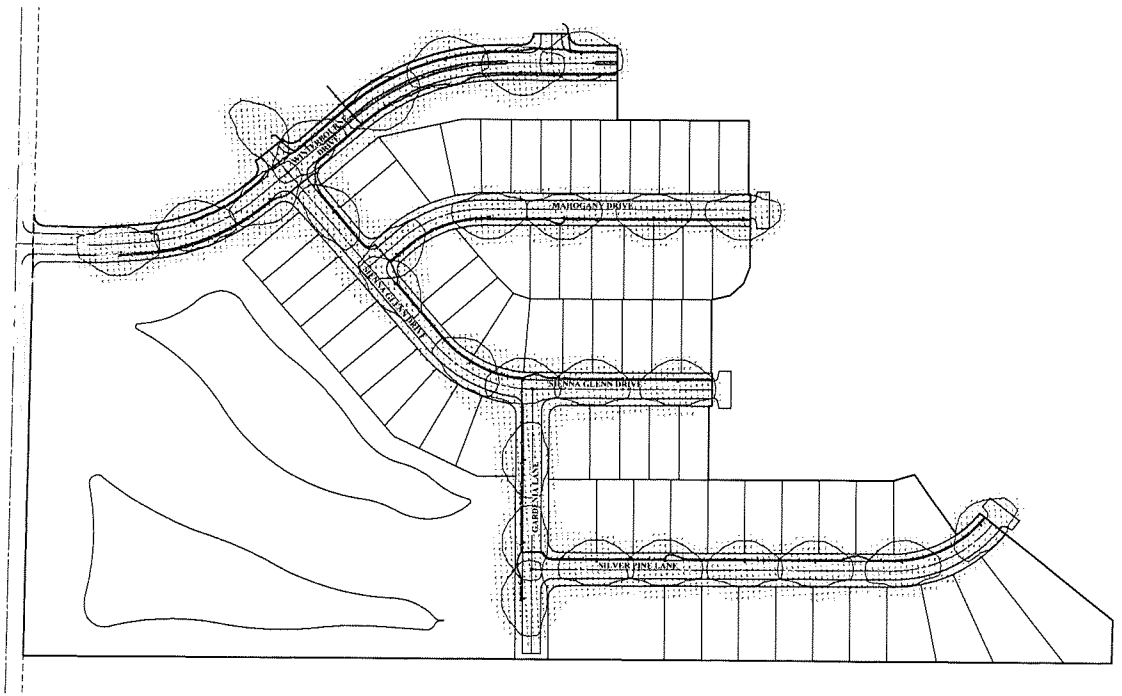
DATE
DECEMBER 13, 2019

SCALE
As Noted

JOB NO.
20191096

SHEET
12 /13

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GRAPHIC SCALE

0 50 100 200

1 inch = 100 feet

STREET LIGHT TABLE

STREET	STATION	OFFSET
WINTERBOURNE DRIVE	1+83	20.50' Rt
	3+20	20.50' Lt
	4+57	20.50' Rt
	5+65	20.50' Lt
	7+21	20.50' Rt
	8+51	20.50' Rt
	9+80	21.00' Rt
	10+85	20.50' Lt
SIENNA GLENN DRIVE	1+07	19.12' Lt
	2+73	18.50' Lt
	4+70	18.50' Lt
	5+75	18.50' Lt
	8+98	18.50' Lt
	8+48	18.50' Lt
MAHOGANY DRIVE	0+51	18.50' Rt
	2+42	18.50' Rt
	3+73	18.50' Rt
	5+30	18.50' Rt
	8+86	18.50' Rt
GARDENIA LANE	1+25	18.50' Rt
	2+71	18.50' Rt
	3+70	18.50' Rt
SILVER PINE LANE	8+74	18.50' Rt
	10+41	18.50' Rt
	11+94	18.50' Rt
	13+18	18.50' Rt
	14+58	18.50' Rt
	15+78	18.50' Rt

STATISTICS

Description	Avg	Max			
Gardenia Lane	0.5 fc	1.1 fc	0.1 fc		
Mahogany Drive	0.5 fc	1.1 fc	0.1 fc	11.0:1	5.0:1
Sienna Glen Drive	0.5 fc	1.2 fc	0.1 fc	12.0:1	5.0:1
Silver Pine Lane	0.5 fc	1.1 fc	0.1 fc		
Winterbourne Drive	0.5 fc	0.9 fc	0.1 fc		

LUMINAIRE SCHEDULE

Catalog Number/Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
GVD2 P30 30K AS M CMC 3 R S GL P7 FPD85 PSC (RDWD-34.1, 12/31/18) GranVille II LED 2 (GVD2) Custom Match Color= RP009P022 Delaware Green: GranVille 174; II LED (GVD2), LED Performance Package 30, 3000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Custom Match Color, handled through Custom BOM Group, Asymmetric Type III, Ribs & Bands, Painted Cast Aluminum Standard, Gold, Dimming photocontrol receptacle - 7 PIN, (FPD85) Factory programmed to 85 percent of base, Shorting Cap, Unique Solutions, A Division of Holophane Newark, Ohio 43055 www.holophane.com	LED COB	1	6347	0.86	60

NOTES:

1. Street lights must be fully functional and as-builts drawings of the lights and required spare poles must be delivered to public works, prior to acceptance of public improvements (i.e. no building permits). The extra light fixtures and poles shall be delivered to the City of Delaware Public Works Department, 50 Rose Street Delaware, Ohio 43015. Contact the City to schedule delivery date and time (740) 203-1810.

2. For clarity, some existing and proposed utilities are not shown on the lighting plan. The Contractor shall reference the plan and profile sheets for the location of all existing and proposed utilities.

MARK | DATE | DESCRIPTION — REVISIONS

GRDEN L.L.C.
10590 WELLINGTON BLVD
POWELL, OH 43065
614-668-3586

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR
WINTERBROOKE PLACE
PHASE 1
STREET LIGHTING PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
emht.com

DATE
DECEMBER 13, 2019

SCALE
1" = 100'

JOB NO.
20191096

SHEET
13 /13

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

EST 1808 CITY OF DELAWARE OHIO

Project # _____ Case # 2020 - 2919-FDP EXT
2020 - 2919

Planning Commission

- ☐ Amended Final Development Plan
- ☐ Amended Final Subdivision Plat
- ☐ Amended Preliminary Development Plan
- ☐ Amended Preliminary Subdivision Plat
- ☐ Annexation Review
- ☐ Combined Preliminary & Final Development Plan
- ☐ Comprehensive Plan Amendment
- ☐ Concept Plan
- ☐ Conditional Use Permit
- ☐ Determination of Similar Use
- ☐ Development Plan Exemption
- ☐ Final Development Plan
- ☒ Final Development Plan Extension
- ☐ Final Subdivision Plat
- ☒ Final Subdivision Plat Extension
- ☐ Floodplain Permit
- ☐ Lot Split
- ☐ Pre-annexation Agreement
- ☐ Preliminary Development Plan
- ☐ Preliminary Dev Plan Extension
- ☐ Preliminary Sub Plat
- ☐ Preliminary Sub Plat Extension
- ☐ Rezoning
- ☐ Subdivision Variance
- ☐ Substitution of a Non- Conforming Use
- ☐ Vacation-Alley
- ☐ Vacation-Easement
- ☐ Vacation-Street

FSP EXT

Board of Zoning Appeals

- ☐ Appeal Administrative Decision or Interpretation
- ☐ Conditional Use Permit
- ☐ Substitution of Equal or Less Non-Conforming Use
- ☐ Variance

Subdivision/Project Name Winterbrooke Place Address Peachblow Rd.

Acreage 103 Square Footage _____ Number of Lots 263 Number of Units _____

Zoning District/Land Use _____ Proposed Zoning/Land Use _____ Parcel # 418320010380000, 418330101900, 418330010198000, 418330010198001

Applicant Name Bob Gruden Contact Person Bob Gruden

Applicant Address 10590 Wellington Blvd. Powell Oh 43065

Phone 614 668-3586 Fax 614-766-2215 E-mail Bob@wellingtonbldrs.com

Owner Name Gruden LLC. Contact Person Bob Gruden

Owner Address Same

Phone Same Fax Same E-mail Same

Engineer/Architect/Attorney EMHT Contact Person Brian Plenger

Address 5500 New Albany Rd. Col. Ohio 43054

Phone 614-775-4344 Fax _____ E-mail BPlenger@EMHT.com

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

_____ Owner Signature

_____ Owner Printed Name

_____ Agent Signature

_____ Agent Printed Name

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Stamp

_____ Notary Public

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 13 | DATE: 01/25/2021

ORDINANCE NO: 21-02 | RESOLUTION NO:

READING: FIRST | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Judge Marianne Hemmeter

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES AND DECLARING AN EMERGENCY.

BACKGROUND:
This ordinance reflects the addition of a full-time Court Administrator position which was funded as part of the City's 2021 budget but not included in the previously adopted pay plan changes for Municipal Court.

REASON WHY LEGISLATION IS NEEDED:
This legislation is necessary to recruit for and compensate this newly established position.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
None. Position was funded as part of the City's 2021 budget.

POLICY CHANGES:
N/A

PRESENTER(S):

Judge Marianne Hemmeter

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 Polices.

ORDINANCE NO. 21-02

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

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

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

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

SECTON 3. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on **January 25, 2021**. Therefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE: YEAS____NAYS____
ABSTAIN ____

PASSED: _____, 2021 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
** COURT ADMINSTRATOR	$33.66	$44	$70,013	$91,520

*** Revised Dec. 2020**

**** Revised Jan. 2021**

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.

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 14

DATE: 01/25/2021

ORDINANCE NO: 21-03

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
February 8, 2021@ 7:20 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Natalia S. Harris, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE AMENDING 108.02 OF THE CODIFIED ORDINANCES RELATING TO THE AUTHORITY OF CITY OFFICERS TO DISPOSE OF CITY PERSONAL PROPERTY.

BACKGROUND:
Some local organizations have approached the City and inquired of the possibility of certain personal property of the City being donated to their organization to further advance their purposes and serve the Delaware community. The proposed legislation changes the current code section by adding language that authorizes the City to donate personal property that is no longer of value to the City and which it is unable to sell.

REASON WHY LEGISLATION IS NEEDED:
The codified ordinances do not provide for donations of City personal property that is no longer useful to the City and for which the City is unable to secure a successful bidder to which to sell the property.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
None

POLICY CHANGES:
N/A

PRESENTER(S):
Natalia S. Harris, City Attorney

RECOMMENDATION:
Approval at third reading.

ATTACHMENT(S)
N/A

ORDINANCE NO. 21-03

AN ORDINANCE AMENDING 108.02 OF THE CODIFIED ORDINANCES RELATING TO THE AUTHORITY OF CITY OFFICERS TO DISPOSE OF CITY PERSONAL PROPERTY.

WHEREAS, the Ohio Revised Code provides a legislative authority of an Ohio municipality may discard or salvage property that it has determined is not needed for public use, or is obsolete or is unfit for the use for which it was acquired and that the property has no value; and

WHEREAS, the Ohio Revised Code further provides municipalities authority to establish procedures to facilitate the disposition of the municipality's personal property; and

WHEREAS, the Delaware Codified Ordinances specifically regulate the disposition of personal property of the City of Delaware; and

WHEREAS, the Delaware Codified Ordinances currently contain no provision to facilitate donations of personal property of the City of Delaware; and

WHEREAS, local charitable organizations could benefit from donated personal property of the City of Delaware for which the City is unable to identify a successful bidder; and

WHEREAS, Council desires to assist local charitable organizations through donating personal property of the City of Delaware for which the City is unable to identify a successful bidder.

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

SECTION 1. Section 108.02 of the codified ordinances shall be amended as follows:

108.02. - Authority of City officers; approval by Council.

(A) Personal property not needed for municipal purposes, may be sold by the department or division head having supervision or management thereof, upon written approval of the City Manager and the Director of Finance. If the estimated value of such property is equal to or exceeds fifteen thousand dollars ($15,000.00), it shall be sold only when authorized by an ordinance of Council and approved by the department or division head having supervision or management of such personal property. When so authorized, such

department or division head shall sell the personal property to the highest bidder after advertisement for a minimum of two consecutive weeks on a publicly accessible government surplus auction website, or the City's website, or in a newspaper of general circulation within the municipal corporation. The department or division head is authorized to establish a minimum bid which may be submitted as well as the date and place for bid opening. Notice of the item for sale shall be made through the city website no less than ten working days prior to the final date on which offers are accepted. A list of items sold, their general condition at the time of sale, the name of the purchaser, the purchase price and the reason for declaring the items available for sale shall be maintained in the City Manager's Office and shall be available for public inspection. Prior to the transfer of any property, department and division heads shall be responsible for the removal of logos, seals, emblems or other marks identifying the equipment as the property of the City.

(B) IF AFTER CONDUCTING THE PROCESS IN SUBSECTION (A) NO SUCCESSFUL BIDDER IS IDENTIFIED, UPON WRITTEN APPROVAL OF THE CITY MANAGER AND THE DIRECTOR OF FINANCE, THE PROPERTY MAY BE DISPOSED OF IN A MANNER DETERMINED BY THE DEPARTMENT OR DIVISION HEAD HAVING SUPERVISION OR MANAGEMENT THEREOF IF (S)HE DETERMINES THE ITEM HAS NO RESALE OR SALVAGE VALUE.

(C) IF AFTER CONDUCTING THE PROCESS IN SUBSECTION (A) NO SUCCESSFUL BIDDER IS IDENTIFIED, UPON WRITTEN APPROVAL OF THE CITY MANAGER AND THE DIRECTOR OF FINANCE, THE PROPERTY MAY BE OFFERED AS A DONATION TO A CHARITABLE ORGANIZATION, IF THE DEPARTMENT OR DIVISION HEAD HAVING SUPERVISION OR MANAGEMENT THEREOF DETERMINES THE ITEM HAS SOME VALUE. THE MANNER OF DONATION SHALL BE PRESCRIBED BY THE DIRECTOR OF FINANCE.

AS USED IN THIS SECTION, "CHARITABLE ORGANIZATION" HAS THE SAME MEANING AS THE DEFINED IN OHIO REVISED CODE SECTION 1716.01(A).

The City Manager shall annually review the dollar threshold and provide a proposed adjustment for consideration in conjunction with the annual budget.

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

PASSED: _____, 2021 YEAS____ NAYS____

ABSTAIN ____

ATTEST: _____ _____

CITY CLERK MAYOR

EST 1808
CITY OF
DELAWARE
OHIO

ITEM 15:

FINANCE DIRECTOR'S REPORT

EST 1808
CITY OF
DELAWARE
OHIO

TO: TOM HOMAN, CITY MANAGER

FROM: JUSTIN NAHVI, FINANCE DIRECTOR

SUBJECT: DECEMBER 2020 FINANCIAL REPORT

DATE: 1/15/2021

BACKGROUND

The purpose of this report is to provide a brief review of the revenues and expenditures for the following funds: General Fund, Fire/EMS Income Tax Fund, Recreation Center Income Tax Fund, Stormwater Fund, Water Fund, Wastewater Fund, and Refuse Fund.

Actual revenues and expenditures are compared to the budget to assess potential overages/shortages in budgeted categories. Comparisons with figures from last fiscal year are also included to indicate the differences by year, since budgeting techniques remain relatively uniform from one year to the next.

Appendix A details the year-to-date activity for all of the city's active funds. It is important to note the ending balance, encumbrances, and unencumbered balance. The unencumbered balance is the amount remaining in the fund if the city were to expend all the monies listed as encumbrances. The ending balance is the amount of funds available to the city as of December 31, 2020, and ties to the amount listed in Appendix B.

Appendix B is the Financial Statement for the city as of December 31, 2020. This statement provides a listing of the city's funds held at various financial institutions. Also presented are the interest earned to date, weighted average interest rate, and the weighted average maturity (days).

Appendix C is the Debt Schedule for the city through December 31, 2020. All principal and interest payments that have been paid to date are included in the schedule.

Appendix D is a graphical representation of the water and sewer utility consumption billed on a monthly basis in terms of units billed as well as dollars.

GENERAL FUND

The General Fund is the main operating fund for the city and is used to account for all financial transactions which are not reported in other funds. Major sources of revenue include income tax and property tax. Please refer to page three for a breakdown of the revenues and expenditures through December 31, 2020.

Revenues

The General Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Property Taxes – Settlement revenue is received after the 1st and 2nd half real estate collection periods in March and August respectively. Total collections through the end of December was $1,675,942 reflecting an increase of $17,539 or 1.1% from the prior year.
- Intergovernmental – Total intergovernmental receipts were $1,289,159 or 68.9% greater than the amount received during the same period in the prior year. This increase is attributed to the receipt of $488,130 in CARES Act reimbursements to the General Fund for administrative leave payroll expenditures incurred during the 2nd quarter of the current fiscal year.
- Income Tax – Year-to-date receipts total $15,573,928 which is $1,315 or 0.0%, greater than amount the City received during the same period in the prior year.
- Charges for Services – Chargebacks for the General Fund related services attributed to special revenue and enterprise funds through the end of December equaled $2,144,563.

Expenditures

The General Fund expenditures performed as expected through the end of December. However, the following expenditures require additional explanations:

- Transfers – Transfers to the following funds have been made to the Capital Improvement Fund ($3,061,865), Recreation Fund ($926,235), Street Maintenance & Repair Fund ($785,220), Cemetery Fund ($50,000) and the Airport Fund ($10,000).

GENERAL FUND
STATEMENT OF REVENUE AND EXPENDITURES
DECEMBER 2020

	2019 ACTUAL YTD DEC 31	2020 ACTUAL YTD DEC 31	2020 TOTAL BUDGET	2020 % of BUDGET
REVENUES				
Property Taxes	1,658,403	**1,675,942**	1,548,000	108.27%
Intergovernmental Receipts	763,261	**1,289,159**	1,013,726	127.17%
Income Taxes	15,572,613	**15,573,928**	16,510,750	94.33%
Fines & Forfeitures	107,889	**74,573**	140,000	53.27%
Fees, Licenses, & Permits	2,620,215	**2,687,650**	2,998,000	89.65%
Miscellaneous	268,810	**237,374**	380,000	62.47%
Other Financing	-	**5,013**	-	0.00%
Earnings on Investments	941,768	**257,942**	950,000	27.15%
Charges for Services	2,028,462	**2,144,563**	2,299,603	93.26%
Total Revenues	23,961,421	**23,946,144**	25,840,079	92.67%
EXPENDITURES				
Council	166,966	**172,921**	187,299	92.32%
City Manager	801,643	**848,423**	927,910	91.43%
Admin Services	364,248	**322,788**	425,183	75.92%
Economic Development	410,729	**367,878**	528,655	69.59%
Legal Affairs	772,055	**809,117**	882,940	91.64%
Finance	2,168,513	**2,236,461**	2,353,870	95.01%
General Admin	5,481,021	**6,472,632**	6,508,792	99.44%
Risk Management	275,806	**275,978**	349,100	79.05%
Police	8,580,581	**8,798,707**	9,739,704	90.34%
Planning	1,148,020	**1,266,419**	1,551,146	81.64%
Engineering	1,677,876	**1,714,321**	2,349,511	72.97%
Building Maintenance	496,606	**479,073**	589,467	81.27%
Total Expenditures	22,344,065	**23,764,719**	26,393,576	90.04%

FIRE/EMS INCOME TAX FUND

The Fire/EMS Income Tax Fund is a Special Revenue Fund which means that the resources are restricted to only funding expenditures that support the Fire Department. Please refer to page five for a breakdown of the revenues and expenditures through December 31, 2020.

Revenues

Several sources of revenue support this fund, including intergovernmental as well as income tax collections.

- EMS Service Agreement - The city contracts with Delaware County to provide EMS services to certain unincorporated portions of the County. To date, the City has received $661,950.
    - For the 2020 fiscal year, the per unit reimbursement rate will be $220 for EMS transport and $110 per non-transport runs.
- Income Tax – Year-to-date receipts total $10,898,746 which is $2,157, or 0.0%, greater than amount the City received during the same period in the prior year.

Expenditures

Fire/EMIS Income Tax Fund expenditures performed as expected through December 31, 2020.

FIRE/EMS INCOME TAX FUND
STATEMENT OF REVENUE AND EXPENDITURES
DECEMBER 2020

	2019 ACTUAL YTD DEC 31	2020 ACTUAL YTD DEC 31	2020 TOTAL BUDGET	2020 % of BUDGET
REVENUES				
Intergovernmental Receipts	813,448	**721,457**	752,765	95.84%
Income Taxes	10,896,589	**10,898,746**	11,500,000	94.77%
Miscellaneous	4,047	**9,000**	39,195	22.96%
Other Financing	-	**1,175**	-	0.00%
Transfer In	254,136	**254,262**	240,717	105.63%
Total Revenues	11,968,221	**11,884,640**	12,532,677	94.83%
EXPENDITURES				
Personal Services	8,369,063	**8,809,180**	9,501,589	92.71%
Charges & Services	728,906	**694,667**	1,138,934	60.99%
Materials & Supplies	267,398	**303,334**	447,354	67.81%
Capital Outlay	1,068,289	**362,502**	1,463,030	24.78%
Refunds	522,080	**429,654**	500,000	85.93%
Transfer	602,261	**621,277**	848,044	73.26%
Debt	42,087	**-**	514	0.00%
Total Fire Expenditures	11,600,085	**11,220,615**	13,899,465	80.73%

REC CENTER INCOME TAX FUND
RECREATION LEVY SUMMARY
DECEMBER 2020

Account #	Description	2014 Expended	2015 Expended	2016 Expended	2017 Expended	2018 Expended	2019 Expended	2020 Expended	2020 Encumbered	2020 Remaining Budget	Total 2014 - 2020
	Phase 1 - $20,000,000										
233-0233-5230	Design	7,090	0	0	0	0	0	0	0	0	7,090
5513	Other Park Improvements	14,981	0	0	0	0	0	0	0	0	14,981
5521	National Guard City Alternatives	117,500	0	0	0	0	0	0	0	0	117,500
5533	Veterans Park Restroom/Shelter	0	100,000	150,000	0	0	0	0	0	0	250,000
	Total	**139,571**	**100,000**	**150,000**	**0**	**0**	**0**	**0**	**0**	**0**	**389,571**
	Phase 2 - $3,800,000										
233-0233-5501	Houk Rd. Site Improvements	0	0	0	0	0	235,000	0	0	0	235,000
5522	Park Asphalt Projects	306,291	59,111	27,841	0	0	0	0	0	0	393,243
5523	Park Seal Coating Projects	36,025	100,894	0	0	0	0	0	0	0	136,919
5524	Smith Park Trail	27,461	3,699	205,818	0	0	0	0	0	0	236,978
5525	Park Irrigation	0	0	0	0	0	0	0	0	0	0
5526	Park Aeration	20,109	0	0	0	0	0	0	0	0	20,109
5527	Parks General Construction Projects	113,737	6,250	12,645	57,797	148,270	48,464	0	0	39,859	427,022
5528	Dog Park	32,354	34,003	0	0	0	0	0	0	0	66,357
5529	Drainage & Excavation Projects	2,608	0	0	0	0	0	0	0	0	2,608
5530	Miscellaneous Park Improvements	42,715	0	0	18,532	0	0	0	0	0	61,247
5531	Veterans Park Parking Lot Addition	337,203	0	0	0	0	0	0	0	0	337,203
5532	Wayfinding and Signage	0	0	0	21,160	2,590	61,357	30,758	6,785	98,900	221,550
5534	Veterans Park Playtoy	0	152,551	94,449	0	0	0	0	0	0	247,000
5535	Splashpad Construction	5,300	479,956	51,627	12,791	34,302	0	0	0	0	583,976
5536	Parkland Acquisition/Improvement	0	722,272	428,577	0	0	0	0	0	0	1,150,849
5537	Park Improvements Contingency	3,040	0	0	0	0	0	0	0	0	3,040
5538	Pickleball Courts	0	17,035	0	0	0	0	0	0	0	17,035
5710	In House Design	0	4,237	0	0	0	0	0	0	0	4,237
	Total	**926,843**	**1,580,008**	**820,957**	**110,280**	**185,162**	**344,821**	**30,758**	**6,785**	**138,759**	**4,144,373**
	Phase 1 Totals	**139,571**	**100,000**	**150,000**	**0**	**0**	**0**	**0**	**0**	**0**	**389,571**
	Phase 1 Reimbursements	**72,000**									**72,000**
	Phase 1 Net Cost	**67,571**	**100,000**	**150,000**	**0**	**0**	**0**	**0**	**0**	**0**	**317,571**
	Phase 1 Net Cost 2009-2013										**19,609,505**
	TOTAL PHASE 1 COSTS										**19,927,076**
	Phase 2 Totals	**926,843**	**1,580,008**	**820,957**	**110,280**	**185,162**	**344,821**				**3,968,071**
	Phase 2 Reimbursements		**212,722**								**212,722**
	TOTAL PHASE 2 COSTS	**926,843**	**1,367,286**	**820,957**	**110,280**	**185,162**	**344,821**				**3,755,349**
	TOTAL ALL PHASES										**23,682,425**

STORMWATER FUND

The Stormwater Fund is an Enterprise Fund that was established to account for the costs of repairing, replacing, and improving the city's storm drainage system. User fees sustain the expenditures of this fund. Please refer to page eight for a breakdown of the revenues and expenditures through December 31, 2020.

Revenues

The Stormwater Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Year-to-date service charges totaled $854,224 which is $2,217 (0.0%) less than the amount collected during the same period in the prior year.

Expenditures

The Stormwater Fund expenditures performed as expected through December 31, 2020.

STORMWATER FUND
STATEMENT OF REVENUE AND EXPENDITURES
DECEMBER 2020

	2019 ACTUAL YTD DEC 31	2020 ACTUAL YTD DEC 31	2020 TOTAL BUDGET	2020 % of BUDGET
REVENUES				
Miscellaneous	770	**23,007**	500	4601.50%
Charges for Services	856,441	**854,224**	900,200	94.89%
Total Revenues	857,211	**877,232**	900,700	97.39%
EXPENDITURES				
Stormwater Operations				
Personal Services	222,800	**272,105**	257,186	105.80%
Charges & Services	132,661	**89,350**	223,891	39.91%
Materials & Supplies	43,624	**34,559**	100,340	34.44%
Capital Outlay	8,524	**80**	20,000	0.40%
Refunds	39	**22**	2,000	1.09%
Total Ops Expenditures	407,648	**396,116**	603,416	65.65%
Stormwater Capital				
Capital Outlay	204,917	**760,371**	1,716,338	44.30%
Total Cap Expenditures	204,917	**760,371**	1,716,338	44.30%
Total Expenditures	612,565	**1,156,487**	2,319,754	49.85%

WATER FUND

The Water Fund was established to account for the treatment and distribution of water to resident and commercial users. This fund is also an Enterprise Fund, with user fees financing the expenditures. Please refer to page ten for a breakdown of the revenues and expenditures through December 31, 2020.

Revenues

The Water Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Included in this category are Services Charges & Collections.
    - Meter Charges – Year-to-date meter charges for water consumption totaled $5,799,046 which is $19,214 or 0.3% greater than the amount collected same period from the prior year.
    - Capacity Fees – Year-to-date receipts total $2,444,939 and these fees are deposited into the Water Capacity Fee Fund (Fund 536).

Expenditures

The Water Fund expenditures performed as expected through December 31, 2020.

WATER FUND
STATEMENT OF REVENUE AND EXPENDITURES
DECEMBER 2020

	2019 ACTUAL YTD DEC 31	2020 ACTUAL YTD DEC 31	2020 TOTAL BUDGET	2020 % of BUDGET
REVENUES				
Miscellaneous	41,353	**84,650**	25,000	338.60%
Other Financing	-	**6,549**	11,000	59.54%
Earnings on Investments	326,545	**102,144**	300,000	34.05%
Charges for Services	5,901,577	**5,895,847**	6,220,000	94.79%
Total Revenues	6,269,474	**6,089,191**	6,556,000	92.88%
EXPENDITURES				
Water Administration				
Personal Services	288,937	**325,494**	325,759	0.00%
Charges & Services	243,758	**249,157**	276,520	90.10%
Materials & Supplies	704	**721**	775	0.00%
Capital Outlay	-	**-**	-	0.00%
Refunds	14,151	**12,070**	27,750	43.50%
Transfers	2,623,481	**2,034,058**	2,659,783	76.47%
Total Admin Expenditures	3,171,031	**2,621,501**	3,290,587	79.67%
Water Treatment				
Personal Services	828,896	**865,352**	930,138	93.03%
Charges & Services	673,125	**694,170**	812,894	85.39%
Materials & Supplies	409,987	**404,138**	448,903	90.03%
Capital Outlay	29,664	**83,922**	87,045	96.41%
Refunds	-	**-**	-	0.00%
Total Treat Expenditures	1,941,672	**2,047,583**	2,278,981	89.85%
Water Distribution				
Personal Services	566,916	**582,961**	617,833	94.36%
Charges & Services	86,138	**73,674**	121,283	60.75%
Materials & Supplies	209,093	**209,118**	300,470	69.60%
Capital Outlay	10,148	**-**	15,000	0.00%
Refunds	-	**-**	-	0.00%
Total Dist Expenditures	872,296	**865,753**	1,054,586	82.09%
Total Expenditures	5,984,998	**5,534,836**	6,624,154	83.56%

WASTEWATER FUND

The purpose of the Wastewater Fund is to provide wastewater collection and treatment service to resident and commercial users. This fund is also an Enterprise Fund, with user fees financing the expenditures. Please refer to page twelve for a breakdown of the revenues and expenditures through December 31, 2020.

Revenues

The Sewer Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Included in this category are Services Charges & Collections.
    - Meter Charges – Year-to-date meter charges for wastewater treatment totaled $6,890,085 which is $47,602 or 0.6% less than the amount collected during same period from the prior year.

      Capacity Fees – Year-to-date receipts total $3,699,495 and these fees are deposited into the Wastewater Capacity Fee Fund (Fund 546).

Expenditures

The Wastewater Fund expenditures performed as expected through December 31, 2020.

WASTEWATER FUND
STATEMENT OF REVENUE AND EXPENDITURES
DECEMBER 2020

	2019 ACTUAL YTD DEC 31	2020 ACTUAL YTD DEC 31	2020 TOTAL BUDGET	2020 % of BUDGET
REVENUES				
Miscellaneous	775	**63,938**	10,000	639.38%
Other Financing	-	**7,423**	-	0.00%
Earnings on Investments	302,698	**100,112**	275,000	36.40%
Charges for Services	7,226,271	**7,213,436**	7,426,500	97.13%
Total Revenues	7,529,744	**7,384,909**	7,711,500	95.76%
EXPENDITURES				
Sewer Administration				
Personal Services	189,605	**280,958**	323,556	0.00%
Charges & Services	314,230	**222,952**	247,743	89.99%
Materials & Supplies	836	**661**	1,000	0.00%
Capital Outlay	-	**-**	-	0.00%
Refunds	776	**24,010**	7,500	320.14%
Transfers	3,919,725	**3,928,035**	3,996,618	98.28%
Total Admin Expenditures	4,425,173	**4,456,615**	4,576,417	97.38%
Sewer Treatment				
Personal Services	894,619	**917,021**	975,531	94.00%
Charges & Services	779,795	**915,725**	1,004,447	91.17%
Materials & Supplies	214,934	**196,921**	238,770	82.47%
Capital Outlay	-	**13,985**	25,000	55.94%
Refunds	-	**-**	-	0.00%
Total Treat Expenditures	1,889,348	**2,043,653**	2,243,747	91.08%
Sewer Collection				
Personal Services	403,408	**273,971**	291,090	94.12%
Charges & Services	108,956	**137,355**	253,935	54.09%
Materials & Supplies	94,845	**95,765**	187,702	51.02%
Capital Outlay	17,863	**10,066**	16,100	62.52%
Refunds	-	**-**	-	0.00%
Total Col Expenditures	625,071	**517,157**	748,826	69.06%
Total Expenditures	6,939,592	**7,017,425**	7,568,991	92.71%

REFUSE FUND

The Refuse Fund accounts for the costs of providing refuse services. This fund is an Enterprise Fund which means that the main source of revenue is the monthly fees charged to residents for this service. Please refer to page fourteen for a breakdown of the revenues and expenditures through December 31, 2020.

Revenues

The Refuse Fund revenues are performing as expected. However, the following revenue sources require additional explanations:

- Charges for Services – Year-to-date receipts total $3,580,930 which is $38,902 or 1.1% less than the amount received from the same period in the prior year.

Expenditures

The Refuse Fund expenditures performed as expected through December 31, 2020.

REFUSE FUND
STATEMENT OF REVENUE AND EXPENDITURES
DECEMBER 2020

	2019 ACTUAL YTD DEC 31	2020 ACTUAL YTD DEC 31	2020 TOTAL BUDGET	2020 % of BUDGET
REVENUES				
Miscellaneous	157	**87,559**	260,000	33.68%
Other Financing	13,251	**5,166**	-	0.00%
Earnings on Investments	24,568	**7,895**	12,000	65.79%
Charges for Services	3,619,832	**3,580,930**	3,793,350	94.40%
Total Revenues	3,657,809	**3,681,549**	4,065,350	90.56%
EXPENDITURES				
Refuse Administration				
Personal Services	-	**-**	-	0.00%
Charges & Services	52,600	**47,204**	92,834	50.85%
Materials & Supplies	-	**-**	-	0.00%
Capital Outlay	42,745	**5,985**	9,287	64.44%
Refunds	712	**405**	1,000	40.52%
Transfers	362,300	**340,248**	371,180	91.67%
Total Admin Expenditures	458,357	**393,842**	474,301	83.04%
Refuse Collection				
Personal Services	710,994	**760,083**	784,850	96.84%
Charges & Services	1,126,092	**1,106,019**	1,332,353	83.01%
Materials & Supplies	154,632	**144,529**	203,514	71.02%
Capital Outlay	243,537	**260,907**	731,207	35.68%
Refunds	-	**-**	-	0.00%
Total Collect Expenditures	2,235,255	**2,271,538**	3,051,924	74.43%
Refuse Recycling				
Personal Services	444,548	**453,657**	474,996	95.51%
Charges & Services	208,202	**228,226**	300,209	76.02%
Materials & Supplies	61,213	**39,444**	86,650	45.52%
Capital Outlay	-	**255,447**	513,447	49.75%
Refunds	-	**-**	-	0.00%
Total Recycle Expenditures	713,964	**976,774**	1,375,302	71.02%
Total Expenditures	3,407,576	**3,642,155**	4,901,528	74.31%

APPENDIX A

YEAR TO DATE FUND REPORT
December 31, 2020

Fund #	FUND	BEGINNING BALANCE	YTD REVENUES	YTD EXPEND	ENDING BALANCE	ENCUMB	UNENCUMB BALANCE
101	General Fund	6,801,606.03	23,946,144.01	23,764,718.70	6,983,031.34	633,679.18	6,349,352.16
200	Street Maintenance & Repair	603,206.35	2,944,842.07	3,443,431.74	104,616.68	104,616.68	(0.00)
201	State Highway Improvement	353,397.37	158,997.79	472,491.56	39,903.60	0.00	39,903.60
202	License Fee	426,903.67	445,577.32	508,030.95	364,450.04	27,949.81	336,500.23
203	Stormwater	2,113,380.23	877,231.57	1,156,486.63	1,834,125.17	254,376.00	1,579,749.17
210	Recreation	266,459.06	970,615.70	1,220,079.24	16,995.52	16,995.52	0.00
212	Oak Grove Cemetery	276,700.20	224,616.00	299,327.41	201,988.79	99,849.68	102,139.11
215	Tree Replacement	119,237.10	107,860.48	14,643.80	212,453.78	0.00	212,453.78
222	Airport	184,988.85	819,449.32	727,697.30	276,740.87	944.07	275,796.80
223	Hangars	180,442.96	96,739.50	92,272.57	184,909.89	0.00	184,909.89
231	Fire/EMS Income Tax	9,399,949.67	11,884,640.31	11,220,614.54	10,063,975.44	1,333,164.81	8,730,810.63
233	Rec Center Income Tax	5,065,048.57	2,368,888.33	2,618,934.25	4,815,002.65	6,785.00	4,808,217.65
235	Airport TIF	136,735.75	26,651.32	0.00	163,387.07	0.00	163,387.07
236	Glenn Road TIF	2,011,525.35	3,662,673.56	3,335,202.69	2,338,996.22	379,479.55	1,959,516.67
237	Sky Climber TIF	0.00	47,237.08	47,237.08	0.00	0.00	0.00
238	Mill Run TIF	0.00	133,005.66	133,005.66	0.00	0.00	0.00
240	Municipal Court	2,861,453.86	2,292,769.13	2,745,536.69	2,408,686.30	9,661.66	2,399,024.64
241	Court IDIAM	14,674.86	27,515.33	18,189.13	24,001.06	3,386.52	20,614.54
250	Drug Enforcement	51,218.50	3,378.70	3,307.52	51,289.68	0.00	51,289.68
251	Court Alcohol Treatment	592,279.16	37,059.63	5,264.16	624,074.63	0.00	624,074.63
252	OMVI Enforcement/Education	4,520.65	1,137.00	0.00	5,707.65	0.00	5,707.65
253	Police Judgement	40,138.50	229.52	17,044.00	23,324.02	0.00	23,324.02
254	Police Fed Judgement	0.00	17,085.77	3,200.00	13,885.77	0.00	13,885.77
255	Park Exaction Fee	184,116.07	0.00	104,487.00	79,629.07	0.00	79,629.07
256	Court Computer Legal Research	757,780.68	187,855.80	203,569.48	742,067.00	65,977.85	676,089.15
257	Court Special Projects	749,712.50	195,510.47	325,346.80	622,876.17	2,217.36	620,658.81
259	Court Probation Services	614,641.81	327,358.86	234,996.66	707,004.01	4,234.00	702,770.01
261	Police Disability Pension	0.00	254,262.24	254,262.24	0.00	0.00	0.00
262	Fire Disability Pension	0.00	254,262.28	254,262.28	0.00	0.00	0.00
272	Community Promotion	84,603.77	54,167.11	136,119.25	2,651.63	0.00	2,651.63
280	Local Coronavirus Relief	0.00	2,808,274.66	2,808,274.66	0.00	0.00	0.00
291	CDBG	0.00	11,000.00	11,000.00	0.00	0.00	0.00
292	Police Fed Treasury Seizures	0.00	3,541.85	0.00	3,541.85	0.00	3,541.85
295	ED Revolving Loan	240,333.27	95,990.77	35,700.00	300,624.04	173,325.00	127,299.04
296	Housing Program Income	8,150.00	0.00	8,150.00	0.00	0.00	0.00

YEAR TO DATE FUND REPORT
December 31, 2020

Fund #	FUND	BEGINNING BALANCE	YTD REVENUES	YTD EXPEND	ENDING BALANCE	ENCUMB	UNENCUMB BALANCE
300	General Bond Retirement	621,579.51	1,792,370.00	1,921,294.63	492,654.88	0.00	492,654.88
301	Park Improvement Bond	111,104.83	17,655,868.81	17,718,808.44	48,165.20	4,000.00	44,165.20
302	SE Highland Bond	0.00	828,354.43	828,319.99	34.44	0.00	34.44
410	Capital Improvement	4,666,224.39	6,588,839.10	8,805,719.04	2,449,344.45	2,449,344.45	0.00
415	Point Project	933,691.72	1,721,771.16	1,528,969.08	1,126,493.80	1,126,493.38	0.42
431	FAA Alloc/Improvement Grant	95,193.38	48,896.83	54,324.80	89,765.41	15,355.85	74,409.56
440	Equipment Replacement	217,510.22	416,508.00	420,406.77	213,611.45	192,687.00	20,924.45
491	Parks Impact Fee	2,067,688.56	520,793.18	70,343.41	2,518,138.33	362,295.27	2,155,843.06
492	Police Impact Fee	429,784.34	116,459.41	59,286.54	486,957.21	0.00	486,957.21
493	Fire Impact Fee	544,494.17	178,969.99	101,256.00	622,208.16	0.00	622,208.16
494	Municipal Impact Fee	444,342.10	195,418.30	131,875.48	507,884.92	0.00	507,884.92
496	Glenn Rd S Construction	926,595.96	1,129,094.49	670,417.00	1,385,273.45	0.00	1,385,273.45
498	Glenn Rd N	330,020.80	100,179.49	139,870.00	290,330.29	0.00	290,330.29
501	Golf Course	81,056.66	225,785.31	85,698.67	221,143.30	2,200.00	218,943.30
520	Parking Lots	52,087.14	33,574.74	40,667.12	44,994.76	384.90	44,609.86
530	Water	1,504,060.97	6,089,190.91	5,534,836.05	2,058,415.83	52,195.75	2,006,220.08
531	Water Construction	2,479,462.37	1,364,891.50	2,445,853.45	1,398,500.42	59,861.73	1,338,638.69
533	Water Reserve	2,000,000.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00
536	Water Capacity Fee	10,619,956.63	2,444,939.36	1,402,747.33	11,662,148.66	171,463.95	11,490,684.71
540	Wastewater	3,724,670.38	7,384,908.93	7,017,424.95	4,092,154.36	234,356.36	3,857,798.00
541	Wastewater Construction	3,088,062.39	1,476,705.00	604,704.02	3,960,063.37	512,230.98	3,447,832.39
543	Wastewater Reserve	2,000,000.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00
545	Water Customer Deposit	228,317.60	(34,491.75)	3,466.22	190,359.63	0.00	190,359.63
546	Wastewater Capacity Fee	6,796,915.87	4,008,459.05	2,429,272.82	8,376,102.10	399,815.66	7,976,286.44
548	SE Highland Wastewater	268,389.54	813,099.60	837,389.03	244,100.11	0.00	244,100.11
550	Refuse	1,159,867.16	3,681,549.37	3,642,154.88	1,199,261.65	755,035.57	444,226.08
601	Garage Rotary	504,994.89	213,850.93	671,907.51	46,938.31	46,938.31	0.00
602	IT Rotary	655,372.98	1,152,188.92	1,789,029.68	18,532.22	250.00	18,282.22
610	Health Insurance	522,534.62	8,182,804.94	6,694,942.61	2,010,396.95	1,000.00	2,009,396.95
620	Workers Compensation	2,626,777.89	1,061,912.18	37,631.69	3,651,058.38	162,479.00	3,488,579.38
701	Fire Donation	1,083.36	200.00	0.00	1,283.36	0.00	1,283.36
702	Parks/Rec Donation	13,214.03	6,500.00	11,965.00	7,749.03	0.00	7,749.03
703	Police Donation	10,836.60	500.00	2,000.00	9,336.60	428.89	8,907.71
704	Mayors Donation	898.15	600.00	50.00	1,448.15	0.00	1,448.15
705	Project Trust	1,129,526.94	111,252.41	116,238.72	1,124,540.63	0.00	1,124,540.63

YEAR TO DATE FUND REPORT
December 31, 2020

707	Unclaimed Funds	18,620.57	43,699.01	4,730.26	57,589.32	0.00	57,589.32
708	Municipal Court Unclaimed Funds	86,376.18	20,860.59	315.00	106,921.77	0.00	106,921.77
709	Development Reserve	1,008,885.74	1,198,270.27	1,528,438.97	678,717.04	0.00	678,717.04
710	Reserve Account	1,188,864.04	25,000.00	0.00	1,213,864.04	0.00	1,213,864.04
711	Berkshire JEDD	84,717.65	392,777.56	324,296.48	153,198.73	125,262.17	27,936.56
750	Cemetery Perpetual Care	33,839.98	4,208.41	843.99	37,204.40	0.00	37,204.40
801	State Highway Patrol	4,866.99	49,759.89	47,541.04	7,085.84	0.00	7,085.84
803	State Building Permit	1,296.92	11,695.79	12,360.70	632.01	0.00	632.01
804	Performance Bond	694,227.73	50,800.00	192,876.73	552,151.00	0.00	552,151.00
		88,121,216.74	**126,595,585.25**	**124,153,158.09**	**90,566,693.90**	**9,790,721.91**	**80,775,971.99**

CITY OF DELAWARE, OHIO
FINANCIAL STATEMENT
DECEMBER 31, 2020

	Weighted Average Interest Rate	YTD Interest Earned	Weighted Average Maturity (Days)	Ending Balance
Checking/Depository				
Checking (Operating & Payroll)*		-		21,403,747
Total Bank Deposits		$ -		$ 21,403,747
Investments				
Star Ohio	0.12%	542,291		69,162,947
Total Investments		$ 542,291		$ 69,162,947
TOTAL BANK DEPOSITS & INVESTMENTS		$ 542,291		$ 90,566,694

* The city participates in an Earning Credit Allowance program. The City maintains a minimum balance in the checking account so that a credit is earned that then offsets the monthly service charge.

I certify that the balances stated above are true to the best of my knowledge.

Justin Nahvi — DECEMBER 31, 2020
Finance Director — Date

Tom Homan — DECEMBER 31, 2020
City Manager — Date

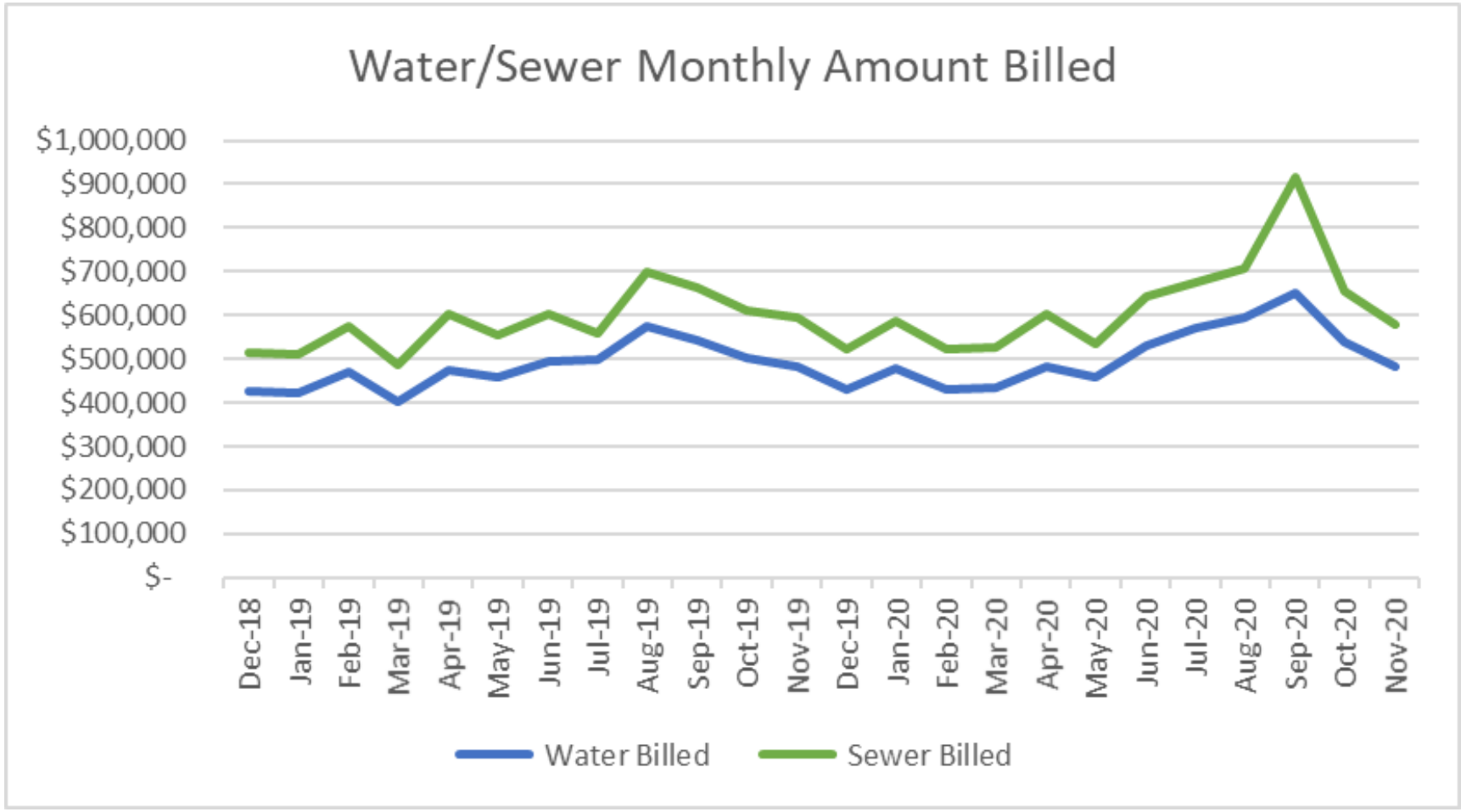
DEBT SCHEDULE
DECEMBER 2020

	Outstanding Balance 12/31/2020	General	Fire/EMS	Rec Levy	Police Impact Impact Fee	Municipal Impact Fee	Glenn Rd. TIF/NCA	Water User Fee	Water Capacity Fee	Sewer User Fee	Sewer Capacity Fee
2019 GO Bonds	**$19,780,000**	$ 3,615,000					$ 6,280,000				$ 9,885,000
2017 General Obligation Bonds	**$ 5,405,000**	$ 587,605	$ 2,485,000						$ 1,820,494		$ 511,901
2015 General Obligation Bonds	**$ 4,930,000**		$ 350,000	$ 2,215,000			$ 2,365,000				
2013 General Obligation Bonds	**$ 4,740,000**		$ 1,725,000		$ 534,750	$ 1,190,250	$ 1,290,000				
2012 General Obligation Bonds	**$ 1,265,000**	$ 565,148	$ 114,852								$ 585,000
OWDA Water Projects	**$28,361,628**							$18,170,178	$10,191,450		
OWDA Sewer Projects	**$ 9,876,790**									$ 851,379	$ 9,025,411
2020 Recreation Levy Bonds	**$12,085,000**			$12,085,000							
Total Long Term Debt	**$86,443,418**	$ 4,767,753	$ 4,674,852	$14,300,000	$ 534,750	$ 1,190,250	$ 9,935,000	$18,170,178	$12,011,943	$ 851,379	$20,007,312
Fund Balance Reserves 11/30/20		$ 5,846,062	$ 8,239,744	$ 5,354,930	$ 447,344	$ 475,112	$ 1,806,453	$ 4,666,539	$10,642,030	$ 8,813,290	$ 6,521,891
Annual Debt Service		$ 767,721	$ 702,262	$ 2,431,580	$ 136,700	$ 353,500	$ 999,126	$ 1,285,727	$ 964,722	$ 152,695	$ 3,003,987
2020 Revenue		$25,840,079	$12,532,677	$ 2,521,500	$ 80,000	$ 222,500	$ 3,051,300	$ 6,205,500	$ 4,050,000	$ 7,430,300	$ 4,080,000

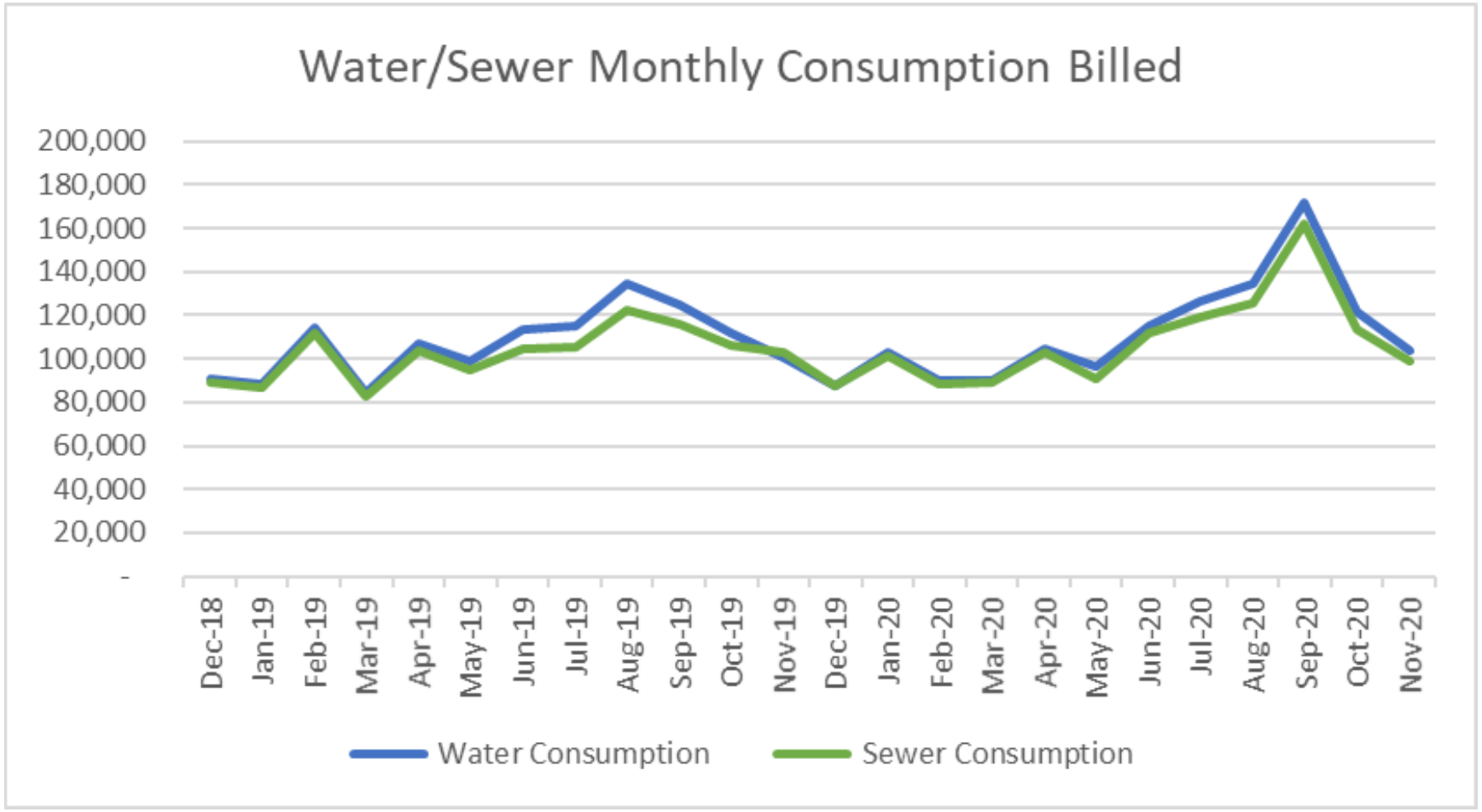
APPENDIX D

Billing Month	Consumption Period	Water Customers	Water Consumption	Water Billed	Sewer Customers	Sewer Consumption	Sewer Billed	Refuse Customers	Refuse Billed	Stormwater ERU	Stormwater Billed
Jan-19	Dec-18	12,928	91,066	$ 425,547	12,691	89,468	$ 515,265	14,235	$ 293,242	36,466	$ 91,166
Feb-19	Jan-19	12,951	88,253	$ 423,755	12,711	86,832	$ 511,264	14,247	$ 293,493	27,873	$ 69,681
Mar-19	Feb-19	12,957	113,997	$ 469,192	12,716	111,840	$ 576,244	14,316	$ 294,918	27,908	$ 69,771
Apr-19	Mar-19	12,983	84,044	$ 403,182	12,742	82,418	$ 485,058	14,294	$ 294,455	27,947	$ 69,868
May-19	Apr-19	13,050	106,911	$ 474,402	12,810	104,035	$ 601,199	14,349	$ 295,593	27,949	$ 69,873
Jun-19	May-19	13,096	99,139	$ 456,613	12,854	95,180	$ 553,500	14,395	$ 296,542	28,008	$ 70,020
Jul-19	Jun-19	13,134	113,613	$ 494,816	12,890	104,409	$ 604,106	14,464	$ 297,966	27,991	$ 69,978
Aug-19	Jul-19	13,151	115,139	$ 499,167	12,914	105,412	$ 559,491	14,495	$ 298,591	28,039	$ 70,097
Sep-19	Aug-19	13,172	134,924	$ 575,052	12,930	122,650	$ 697,696	14,519	$ 299,099	28,052	$ 70,129
Oct-19	Sep-19	13,207	125,047	$ 544,381	12,965	116,228	$ 661,645	14,573	$ 300,203	28,083	$ 70,208
Nov-19	Oct-19	13,243	111,664	$ 504,206	13,000	106,141	$ 608,906	14,599	$ 300,738	28,011	$ 70,028
Dec-19	Nov-19	13,211	100,944	$ 483,479	12,966	103,133	$ 596,428	14,595	$ 300,649	27,976	$ 69,941
Jan-20	Dec-19	13,270	87,728	$ 431,208	13,024	87,642	$ 522,014	14,631	$ 301,390	36,363	$ 90,907
Feb-20	Jan-20	13,219	102,900	$ 480,375	12,975	101,172	$ 587,089	14,382	$ 296,269	28,119	$ 70,297
Mar-20	Feb-20	13,240	90,393	$ 431,582	12,994	88,700	$ 522,680	14,651	$ 301,820	28,156	$ 70,390
Apr-20	Mar-20	13,278	90,392	$ 433,859	13,031	89,541	$ 527,488	14,707	$ 302,973	28,156	$ 70,390
May-20	Apr-20	13,333	104,347	$ 483,078	13,086	102,909	$ 601,266	14,681	$ 302,426	28,247	$ 70,616
Jun-20	May-20	13,386	96,858	$ 460,005	13,138	90,592	$ 534,923	14,687	$ 302,549	28,221	$ 70,552
Jul-20	Jun-20	13,415	114,917	$ 528,781	13,166	111,910	$ 642,513	14,727	$ 303,372	28,240	$ 70,600
Aug-20	Jul-20	13,402	126,267	$ 569,456	13,156	119,040	$ 675,202	14,755	$ 303,959	28,348	$ 70,870
Sep-20	Aug-20	13,473	134,662	$ 592,850	13,227	125,526	$ 706,345	14,837	$ 305,640	28,245	$ 70,612
Oct-20	Sep-20	13,475	171,441	$ 649,461	13,227	162,429	$ 916,105	14,857	$ 306,057	28,318	$ 70,796
Nov-20	Oct-20	13,506	121,983	$ 537,031	13,257	113,341	$ 656,170	14,867	$ 306,269	28,368	$ 70,921
Dec-20	Nov-20	13,513	103,585	$ 481,446	13,260	99,078	$ 576,854	14,897	$ 306,879	28,387	$ 70,967

APPENDIX D


Water/Sewer Monthly Amount Billed
$1,000,000
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
Dec-18
Jan-19
Feb-19
Mar-19
Apr-19
May-19
Jun-19
Jul-19
Aug-19
Sep-19
Oct-19
Nov-19
Dec-19
Jan-20
Feb-20
Mar-20
Apr-20
May-20
Jun-20
Jul-20
Aug-20
Sep-20
Oct-20
Nov-20
Water Billed
Sewer Billed

APPENDIX D


Water/Sewer Monthly Consumption Billed
200,000
180,000
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
-
Dec-18
Jan-19
Feb-19
Mar-19
Apr-19
May-19
Jun-19
Jul-19
Aug-19
Sep-19
Oct-19
Nov-19
Dec-19
Jan-20
Feb-20
Mar-20
Apr-20
May-20
Jun-20
Jul-20
Aug-20
Sep-20
Oct-20
Nov-20
Water Consumption
Sewer Consumption

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: January 21, 2021

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1. **Calendar**
   See Attached

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

January 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Council Work Session 6:30 pm	5	6 Planning 6:30 pm	7	8	9
10	11 Council 7 pm	12 Sister City 6 pm	13 Civil Service 3 p.m. BZA 6:30 - canceled	14	15	16
17	18	19 Parks and Rec 6:30	20	21 Airport Commission 6:303 p.m.	22	23
24	25 Council 7 pm	26	27 HPC 6:30	28	29	30
31	February 1, 2021 – Council Work Session					

FEBRUARY

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Council Work Session 6:30 pm – Virtual	2 Public Works/Public Utilities 6:00 pm Virtual	3 Civil Service- 3 pm Planning 6:30	4	5	6
7	8 Council – 7 pm	9	10 BZA 6:30	11	12	13
14	15 Parking and Safety 6pm	16	17	18	19	20
21	22 Council 7 pm	23 Shade Tree 6:30pm	24 HPC 6:30 pm	25	26	27
28						

CONTRACT APPROVAL - 1/25/2021				
VENDOR	**EXPLANATION OF AGREEMENT**	**2021 AMOUNT**	**DEPARTMENT**	**DATE**
Lincoln Construction	Change Order	$12,891.00	CMO	1/4/2021
Resource International	Liberty Road Subgrade Exploration	$195,000.00	PW	1/4/2021
Carpenter Marty Transport	Northwest Arterial Cooridor Analysis	$55,000.00	PW	1/6/2021
OHM Advisors	Downtown Strategic Plan	$18,000.00	CMO	1/8/2021
SWCI	Lease Agreement	N/A	CMO	1/11/2021
Squire, Patton, Boggs	Engagement Letter for Bond Counsel	N/A	Finance	1/15/2021
Habitec Security	Door Swipes, Justice Ctr and City Hall	$6,726.04	IT	1/19/2021
Orkin Pest Control	Addition of Station 304 to contract	$1,656.00	Fire	1/20/2021
CTL Engineering	2021 RPR Services	$600,000.00	PW	1/20/2021
QCI	2021 RPR Services	$600,000.00	PW	1/20/2021
Savko & Sons	Glenn Pkwy Change Order 7	-$57,094.55	PW	1/20/2021
Resource International	2021 RPR Services	$600,000.00	PW	1/20/2021