CITY OF DELAWARE
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
7:00 P.M. MEETING

AGENDA

7:00 PM **OCTOBER 13, 2025**

MEETINGS WILL BE STREAMED LIVE AT CITY HALL UNDER "EVENTS" AT www.delawareohio.net

1. **ROLL CALL**

6:00 PM: EXECUTIVE SESSION: pursuant to Ohio Revised Code Section 121.22 (G) (1) Personnel: consideration of the employment of a public employee.

2. **INVOCATION by Pastor Jennifer Hinkel, First Presbyterian Church**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MOTION SUMMARY**

   Approval of the Motion Summary from the City Council meeting held on September 22, 2025, as recorded and transcribed.

5. **CONSENT AGENDA**

   a. Acceptance of the Motion Summary from the Civil Service meeting held on June 4, 2025, as recorded and transcribed.

   b. Acceptance of the Motion Summary from the Civil Service meeting held on July 2, 2025, as recorded and transcribed.

   c. Acceptance of the Motion Summary of the Public Works/Public Utilities Committee meeting held on August 5, 2025, as recorded and transcribed.

   d. Accepting the Motion Summary of the Planning Commission meeting held on September 3, 2025, as recorded and transcribed.

   e. Acceptance of the Motion Summary from the Board of Zoning Appeals meeting held on June 11, 2025, as recorded and transcribed.

   f. Resolution No. 25-78, a resolution giving consent of the City for the Ohio Department of Transportation to remove snow and ice and to use snow and ice control material on state highways inside the City of Delaware Corporate Limits and authorizing the City Manager to execute an agreement with the State of Ohio Department of Transportation for snow and ice removal.

   g. Resolution 25-79, a resolution giving consent of the City for Delaware County, Delaware Township, Troy Township, Concord Township, Liberty Township, and the Delaware County

Fair Board to cooperate in the management of snow and ice on public highways and authorizing the City Manager to execute agreements for snow and ice removal and control.

h. Establish **October 27, 2025, 7:10 p.m.** as the date and time for the public hearing and second reading of Ordinance No. 25-59, an ordinance approving a request by Maronda Homes for approval of a Zoning Map Amendment from A-1 (Agricultural District) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A".

i. Establish **October 27, 2025, at 7:15 p.m.** as the date and time for the public hearing and consideration of Resolution No. 25-76, a resolution approving a request by Delaware Development Plan, LTD of a Development Plan for Longhorn Steakhouse on 2.355 acres within the Coughlin's Crossing Planned Mixed Use Overlay and located north of Bojangles.

j. Establish **October 27, 2025, at 7:20 p.m.** as the date and time for the public hearing and consideration of Resolution No. 25-77, a resolution approving a request by PVLI Delaware Realty LLC of a Development Plan for Briar Hill Villas on 8.23 acres located on the southwest corner of S. Houk Road and Lansdale Drive.

k. Establish **October 27, 2025, at 7:20 p.m.** as the date and time for the public hearing and consideration of Ordinance No. 25-62, an ordinance amending Chapter 909 of the codified ordinances regarding sidewalk maintenance and repair.

6. **LETTERS, PETITIONS, AND PUBLIC COMMENTS**

ATTEND AN OPEN MEETING: Open meetings are held in City Hall Council Chambers. Sign in forms to speak are available at the door. Name and address are required for public comment. Comments are limited to 3 minutes.
EMAIL, LETTER, PETITION: Emails, letters, and petitions received to the Council Clerk by 10 a.m. the date of the meeting will be presented to members 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. Send to councilclerk@delawareohio.net. PLEASE NOTE SUBMISSION TIME.

7. **COMMITTEE REPORTS**

8. **FIFTH READING OF ORDINANCE NO. 25-46 (AS AMENDED)**

Ordinance No. 25-46, an ordinance approving a request by Ohio Wesleyan University for approval of a rezoning amendment from various zoning districts to MX-PUD (Mixed-Use Planned Unit Development) on approximately 109-acres of property, as shown in Exhibit "A". **(AS AMENDED)**

9. **THIRD READING OF ORDINANCE NO. 25-53**

Ordinance No. 25-53, an ordinance approving a request by BerlinStationRoad LTD for approval of a zoning map amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property as described in "Exhibit A".

10. **CONSIDERTION OF ORDINANCE NO. 25-57**

Ordinance No. 25-57, an ordinance providing for the issuance and sale of notes in the maximum principal amount of $1,000,000 in anticipation of the issuance of bonds, for the purpose of paying the costs of improving the city's public roadway system by constructing Byxbe Road between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, utility relocations, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto.

11. **CONSIDERATION OF ORDINANCE NO. 25-58**

Ordinance No. 25-58, an ordinance providing for the issuance and sale of notes in the maximum principal amount of $8,500,000 in anticipation of the issuance of bonds, for the purpose of paying the costs of improving the city's public roadway system by extending Merrick Boulevard between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto.

12. **CONSIDERATION OF ORDINANCE NO. 25-59**

Ordinance No. 25-59, an ordinance approving a request by Maronda Homes for approval of a zoning map amendment from A-1 (Agricultural District) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A".

13. **CONSIDERATION OF ORDINANCE NO. 25-60**

Ordinance No. 25-60, an ordinance authorizing the Mayor to execute an employment agreement for the position of City Manager and declaring an emergency.

14. **CONSIDERATION OF ORDINANCE NO. 25-61**

Ordinance No. 25-61, an ordinance authorizing the City Manager to auction real property not needed for any municipal purpose.

15. **CONSIDERATION OF ORDINANCE NO. 25-62**

Ordinance No. 25-62, an ordinance amending Chapter 909 of the codified ordinances regarding sidewalk maintenance and repair.

16. **CONSIDERATION OF RESOLUTION NO. 25-80**

Resolution No. 25-80, a resolution authorizing the City Manager to enter into a cooperative agreement with Delaware County for purposes of submitting an application to the Ohio Public Works Commission (OPWC) State Capital Improvement and/or Local Transportation Improvement Programs Round 40 for the 2027 pavement resurfacing and traffic signal improvement project and authorizing the City Manager to prepare and submit the application to OPWC.

17. **CITY MANAGER'S REPORT**

a. Introduction of Yaz Ashrawi, Frost Brown, Todd

b. Emergency Expenditure Pursuant to Section 73 of City Charter Memo

c. September 2025 Contract Approvals

18. **COUNCIL COMMENTS**

19. **ADJOURNMENT**

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**APPROVAL OF MOTION SUMMARY**
SUBJECT:	Approval of the Motion Summary from the City Council meeting held on September 22, 2025, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:

City Council Motion Summary 09 22 2025 Meeting.docx

Delaware City Council

September 22 25

ITEM 1. ROLL CALL

Roll Call was taken at 6:30 p.m. with the following City Council members present Linsey Griffith, First Ward; Adam Haynes, Second Ward; Cory Hoffman, Third Ward; Kevin Rider, Fourth Ward; Catlin Frazier, At-Large; Vice-Mayor Kent Shafer; and Mayor Carolyn Kay Riggle.

6:30 PM EXECUTIVE SESSION:

Motion: Vice-Mayor Shafer motioned to adjourn into executive session pursuant to Ohio Revised Code Section 121.22 (G)(1) Personnel: consideration of the employment of a public employee, (G)(3), pending or imminent court action, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

Staff Present: Sandra Pereira, Planning and Community Development Director; Bill Ferrigno, Public Works Director; Adam Moore, Police Chief; Rob Alger, Finance Director; Alycia Ballone, Budget, Management & Procurement Director; Nic Langford, Economic Development Director; Natalia Harris, City Attorney; Andrew Beare, Assistant City Manager; and Paul J. Brake, City Manager.

The meeting was called back to order at 7:00 PM

A moment of silence was observed for Charlie Kirk.

ITEM 2. INVOCATION

Invocation was provided by Police Chief Adam Moore

ITEM 3. PLEDGE OF ALLEGIANCE

ITEM 4. APPROVAL OF MOTION SUMMARY

a. Approval of the Motion Summary of the City Council meeting held on September 8, 2025, as recorded and transcribed.

Motion: Vice-Mayor Shafer motioned to approve the Motion Summary of the City Council meeting held on September 8, 2025, as recorded and transcribed, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

ITEM 5. CONSENT AGENDA

a. Resolution No. 25-71, a resolution authorizing the City Manager to apply for a Preservation Parks of Delaware County 2025 Community Park and Trail Grant.

b. Resolution No. 25-72, a resolution in support of voting to accept the thirteenth amended joint Chapter 11 Plan of reorganization of Purdue Pharma L.P. and its affiliated debtors.

Motion: Councilwoman Frazier motioned to approve the consent agenda, seconded by Vice-Mayor Shafer. Motion was approved with a 7-0-0.

ITEM 6. LETTERS, PETITIONS, AND PUBLIC COMMENTS

Jeff Gibbs, Director of Environmental Health for General Health District
470 S. Sandusky Street
Delaware, Ohio

Mr. Gibbs provided an update on the General Health District's upcoming events as well as an alert for Hand, Foot, and Mouth Disease that has seen a spike in Delaware County.

ITEM 7. COMMITTEE REPORTS

Councilwoman Griffith had no reports.

Councilman Haynes had no reports.

Councilwoman Frazier had no reports.

Vice-Mayor Shafer had no reports.

Councilman Hoffman reported the Planning Commission would meet at the first of October.

Councilman Rider reported HPC will meet on Wednesday.

Mayor Riggle reported the Public Works/Public Utilities Committee will meet on Tuesday.

ITEM 8. 7:10 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 25-50

Ordinance No. 25-50, an ordinance approving a cooperative and payment agreement with the Delaware County Finance Authority, M/I Homes of Central Ohio, LLC, and the bond trustee for the issuance of bonds by the Delaware County Finance Authority in support of the Winterbrooke Place Public Infrastructure Project.

The clerk read Ordinance No. 25-50 for a second time.

Nic Langford, Economic Development Director, stated this agreement would allow the Delaware County Finance Authority to acquire a bond for the infrastructure of the Winterbrooke Place development.

The public hearing was opened at 7:14 p.m.

There was no public participation.

The public hearing was closed at 7:14 p.m.

Motion: Councilwoman Frazier motioned to suspend the rule of three readings for Ordinance No. 25-50, seconded by Councilman Hoffman. Motion was approved with a 6-1-0 vote.

Motion: Councilwoman Frazier motioned to approve Ordinance No. 25-50, seconded by Councilman Hoffman. Motion was approved with a 7-0-0 vote.

ITEM 9. 7:15 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 25-52

Ordinance No. 25-52, an ordinance approving a request by HelpLine of Delaware and Morrow Counties for approval of a Zoning Map Amendment from C-CEC (Community Commercial District) to MX-PUD (Mixed-Use Planned Unit Development) on 0.16 acres of property located at 11 Franklin Street as Shown in "Exhibit A".

The clerk read Ordinance No. 25-52 for a second time.

Sandra Pereira, Planning and Community Development Director, gave a brief presentation that included the location, why the change is needed, current zoning, and the proposed zoning. Ms. Pereria stated the Planning Commission and staff recommend approval. Ms. Pereira asked for this ordinance to be approved this evening.

The public hearing was opened at 7:19 p.m.

Tonia Pace
118 Stover Drive
Delaware, Ohio

Ms. Pace thought the property would be in good hands.

The public hearing was closed at 7:21 p.m.

Councilman Rider asked if future buyers were made aware of the current use and/or if in the Historic Downtown and the guidelines

associated with both scenarios. Ms. Pereria stated if the proposed buyers are in communication with the Planning Department, they are informed.

Councilman Hoffman reviewed the discussion that occurred at the Planning Commission.

Motion: Councilwoman Frazier motioned to suspend the rule of three readings for Ordinance No. 25-52, seconded by Vice-Mayor Shafer. Motion was approved with a 7-0-0 vote.

Motion: Councilwoman Frazier motioned to approve Ordinance No. 25-52, seconded by Vice-Mayor Shafer. Motion was approved with a 7-0-0 vote.

ITEM 10. 7:20 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 25-53

Ordinance No. 25-53, an ordinance approving a request by BerlinStationRoad LTD for approval of a zoning map amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property as described in "Exhibit A".

The clerk read Ordinance No. 25-53 for a second time.

Sandra Pereira, Planning and Community Development Director, gave a brief presentation that included the background of the property, location, the proposed zoning, how the development would fit into the Southeast Focus Area Plan, the request, and concept plan. Ms. Pereria stated the Planning Commission and staff recommend approval.

The public hearing opened at 7:28 p.m.

There was no public participation.

The public hearing was closed at 7:28 p.m.

Councilman Haynes asked for clarification about a pathway through the development.

Councilman Rider shared his concern about the density in relation to the surrounding lots. Ms. Pereira stated the surrounding were rural residential so matching those lots would not be feasible.

This ordinance will go to another reading.

ITEM 11. 7:25 PM PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 25-69

Resolution No. 25-69, a resolution to approve a development plan for the construction of a Kemba Credit Union and Drive-Thru on 0.82 acres on property zoned C-CC (Community Commercial) within a PMU (Planned Mixed-Use Development) and located at 900 Sunbury Road, Delaware, OH 43015.

The clerk read Resolution No. 25-69 for a second time.

Sandra Pereira, Planning and Community Development Director, gave a brief presentation that included the location, site plan, and the elevations for the building. Ms. Pereria stated the Planning Commission and staff recommend approval.

The public hearing opened at 7:36 p.m.

There was no public participation.

The public hearing was closed at 7:36 p.m.

Mayor Riggle asked if the drive-thru for the Credit Union and proposed Tim Horton's drive-thru would conflict with each other. Ms. Pereria stated that staff worked hard, knowing that the Credit Union would also be built on the lot to make it flow well.

Motion: Vice-Mayor Shafer motioned to approve Resolution No. 25-69, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

ITEM 12. FOURTH READING OF ORDINANCE NO. 25-46 (AS AMENDED)

Ordinance No. 25-46, an ordinance approving a request by Ohio Wesleyan University for approval of a rezoning amendment from various zoning districts to MX-PUD (Mixed-Use Planned Unit Development) on approximately 109-acres of property, as shown in Exhibit "A". **(AS AMENDED)**

The clerk read Ordinance No. 25-46 for a fourth time.

Ohio Wesleyan University has asked that this ordinance go to another reading.

ITEM 13. CONSIDERATION OF ORDINANCE NO. 25-54

Ordinance No. 25-54, an ordinance authorizing the City Manager to execute a Subdivision Participation Form & Release concerning the

Purdue Direct Settlement for states and local governments and declaring an emergency. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and to provide for the usual daily operation of a department or an office of the City: specifically this Ordinance is required to be immediately effective to permit the timely execution of the Subdivision Participation Form & Release, which will entitle the City to its share of settlement funds should the Purdue Direct Settlement move forward; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

The clerk read the ordinance for the first time.

Attorney Harris stated this ordinance is like the previous approved ordinances with the other opioid settlements. In order to receive the funds, the City of Delaware would need to sign a participation form beforehand. The response is needed by September 30, 2025.

Motion: Vice Mayor Shafer motioned to suspend the rule of three readings for Ordinance No. 25-54, seconded by Councilman Rider. Motion was approved with a 7-0-0 vote.

Motion: Vice Mayor Shafer motioned to approve the emergency clause for Ordinance No. 25-54, seconded by Councilman Rider. Motion was approved with a 7-0-0 vote.

Motion: Vice Mayor Shafer motioned to approve Ordinance No. 25-54, seconded by Councilman Rider. Motion was approved with a 7-0-0 vote.

ITEM 14. CONSIDERATION OF ORDINANCE NO. 25-55

Ordinance No. 25-55, an ordinance supplementing the 2025 appropriations and declaring an emergency. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and for the further reason that such action is necessary to provide for expenditures through the end of the fiscal year being December 31, 2025, and as such will be in full force and effect immediately upon its passage.

The clerk read Ordinance No. 25-55 for the first time.

Rob Alger, Finance Director, gave a brief overview of the supplemental request.

Councilman Rider asked for clarification about the EMS ambulance line item. Mr. Alger explained how those types of purchases have

changed, especially when it comes to large vehicles.

Councilwoman Frazier asked about quick the reimbursement from the FAA would happen.
Motion: Vice Mayor Shafer motioned to suspend the rule of three readings for Ordinance No. 25-55, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

Motion: Vice Mayor Shafer motioned to approve the emergency clause for Ordinance No. 25-55, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

Motion: Vice Mayor Shafer motioned to approve Ordinance No. 25-55, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

ITEM 15. CONSIDERATION OF ORDINANCE NO. 25-56 (as amended)

Ordinance No. 25-56, an ordinance authorizing the City Manager to execute a subdivision participation form & release concerning the national opioid settlement with the secondary manufactures Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and declaring an emergency. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and to provide for the usual daily operation of a department or an office of the City: specifically this Ordinance is required to be immediately effective to permit the timely execution of the **COMBINED** Subdivision Participation Form & Release, which will entitle the City to its share of settlement funds should the **SECONDARY MANUFACTURERS'** ~~Purdue Direct~~ Settlement**S** move forward; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

The clerk read Ordinance No. 25-56 for the first time.

Attorney Harris stated the emergency clause was incorrect, so if Council will to need to approve this ordinance with an amendment, should they choose to approve it this evening. Ms. Harris shared that a notice of this settlement was received last week but there was not a lot of information to be found with this specific settlement. The response is due October 8, 2025.

Motion: Vice Mayor Shafer motioned to amend the emergency clause of Ordinance No. 25-56 (reflected in the language above), seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

Motion: Vice Mayor Shafer motioned to suspend the rule of three readings for Ordinance No. 25-56 as amended, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

Motion: Vice Mayor Shafer motioned to approve the emergency clause for Ordinance No. 25-56 as amended, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

Motion: Vice Mayor Shafer motioned to approve Ordinance No. 25-56 as amended, seconded by Councilwoman Frazier. Motion was approved with a 7-0-0 vote.

ITEM 16. CONSIDERATION OF RESOLUTION NO. 25-73

Resolution No. 25-73, a resolution authorizing the City Manager to renew a Memorandum of Understanding with the Delaware-Morrow Mental Health and Recovery Services Board.

The clerk read Resolution No. 25-73 for the first time.

Police Chief Adam Moore stated the agreement is for a social worker at the police department for issues that come to the department that are not just law enforcement related. Chief Moore read a recent email to staff about the effect the social worker has had on one family.

Councilman Haynes asked if there was a possibility to hire another social worker, if more grant funds were available. Chief Moore stated he could not speak to the funding that Delaware-Morrow Mental Health and Recovery Services Board could/could not provide. Chief Moore would want a consistent funding source available, so that a position is created only to be defunded shortly thereafter. Councilman Haynes asked about the number of responses the police department answer that have a substance or mental health component to it.

Motion: Councilwoman Frazier motioned to approve Resolution No. 25-73, seconded by Vice-Mayor Shafer. Motion was approved with a 7-0-0 vote.

ITEM 17. CONSIDERATION OF RESOLUTION NO. 25-74

Resolution No. 25-74, a resolution indicating what services the City of Delaware will provide to 109.01± acres of land, more or less, description and map are attached for the annexation known as Pine Meadows annexation filed by David W. Fisher, agent for the petitioner.

The clerk read Resolution No. 25-74 for the first time.

Sandra Pereria, Planning and Community Development Director, gave a brief presentation of the when the petition was filed and the location of the proposed annexation. Staff recommends approval.
Motion: Vice-Mayor Shafer motioned to approve Resolution No. 25-74, seconded by Councilman Hoffman. Motion was approved with a 7-0-0 vote.

ITEM 18. CONSIDERATION OF RESOLUTION NO. 25-75

Resolution No. 25-75, a resolution classifying Reserve at Northbourne as a residential project within the boundaries of the City's Community Reinvestment Area created by Delaware City Ordinance 25-21.

The clerk read Resolution No. 25-75 for the first time.

Paul Brake, City Manager, stated this resolution would include the Northbourne development into the Community Reinvestment Area.

Motion: Councilwoman Frazier motioned to approve Resolution No. 25-75, seconded by Vice-Mayor Shafer. Motion was approved with a 7-0-0 vote.

ITEM 19. FINANCE DIRECTOR'S MONTHLY REPORT

August 2025 Report

Rob Alger, Finance Director, went over the highlights of the August Finance Report.

ITEM 20. CITY MANGER'S REPORT

Paul Brake, City Manager, reported he and Nic Langford has been working with OWU President Matt vandenBerg for a boutique hotel (a quick history was given by the mayor of this idea); attended the Little Brown Jug; and attended an Economic Development conference in Detroit last week.

ITEM 21. COUNCIL COMMENTS

Councilwoman Griffith read a statement of her appreciation of fellow councilmembers questions during the meetings; places of gun violence and the children affected by that type of violence; stated September is National Infant Mortality month and shared statistics related to infant mortality; recognized the volunteers that helped out at the Delaware County Fair.

Councilman Haynes stated he thought the fair was a gem of the city.

Councilwoman Frazier attended the fair, The Little Brown Jug and thanked to the first responders for their time at the fair.

Vice-Mayor Shafer had no further comments.

Councilman Hoffman had no further comments.

Councilman Rider stated he had the ability for the first time to purchase rabbits at the fair and loves the community.

Mayor Riggle stated the fair is a reflection of the community; will be traveling for an honor flight this Thursday.

ITEM 22. ADJOURNMENT

Vice-Mayor Shafer motioned to adjourn the meeting at 8:23 p.m.

The meeting was adjourned at 8:23 p.m.

_____

Mayor Carolyn Kay Riggle

_____

Sarah Dinovo, Council Clerk

AGENDA ITEM NO. a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Acceptance of the Motion Summary from the Civil Service meeting held on June 4, 2025, as recorded and transcribed.
SUGGESTED ACTION:	

ATTACHMENTS:
20250604 Motion Summary.pdf

CIVIL SERVICE COMMISSION
MOTION SUMMARY
JUNE 4, 2025

ITEM 1. ROLL CALL

Chairman Rybka called the meeting to order at 3:32 p.m.

Members Present: Chairman John Rybka and Vice Chair Mary Jane Santos

Members Absent: Mark Hurley

Staff Present: Chief Tim Pyle, Delaware City Fire Department; Whitney Faust, Human Resources Specialist; and City Attorney, Natalia Harris

ITEM 2. PLEDGE OF ALLEGIANCE

ITEM 3. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary from the regular Civil Service Commission meeting held on May 7, 2025, as recorded and transcribed.

Motion: Vice Chair Santos motioned to accept and approve the Motion Summary from the May 7, 2025 meeting, seconded by Chairman Rybka. Motion was approved by a 2-0-0 vote.

ITEM 4. PUBLIC COMMENT

There was no public participation.

ITEM 5. DISCUSSION AND RECOMMENDATION

a. June 2025 Police Certified List

Chairman Rybka reviewed the changes to the certified list.

Chairman Rybka shared some statistics for recruitment and hiring of officers for the City as well as highlighting the danger of laymen responding to calls (as some communities have expressed a desire to do). The death of the Morrow County Sheriff's deputy and the officer involved shootings in Marysville in recent days shows how dangerous a call can be.

Motion: Vice Chair Santos motioned to approve the June 2025 Police Certified List, as presented, seconded by Chair Rybka. Motion was approved with a 2-0-0 vote.

ITEM 7. COMMISSIONER COMMENTS

Vice Chair Santos wished Chair Rybka well his 'retirement' of the Civil Service Commission.

Chair Rybka stated since his appointment in November of 2016, he has learned an incredible amount of information from the Chiefs and staff. It has been an honor to work with everyone.

ITEM 6. STAFF COMMENTS

City Attorney, Natalia Harris thanked Chair Rybka for his service to the City of Delaware.

Chief Pyle read a statement thanking Chair Rybka for his service to the City of Delaware.

ITEM 8. ADJOURNMENT

Motion: Chairman Rybka motioned to adjourn the Civil Service Commission meeting at 3:41 P.M.

The meeting was adjourned at 3:41 P.M.

Mary Jane Santos
Chair

Sarah DiNovo
Sarah Dinovo, Clerk

AGENDA ITEM NO. b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Acceptance of the Motion Summary from the Civil Service meeting held on July 2, 2025, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
20250702 Motion Summary.pdf

CIVIL SERVICE COMMISSION
MOTION SUMMARY
JULY 2, 2025

ITEM 1. ROLL CALL

Chairman Rybka called the meeting to order at 3:32 p.m.

Members Present: Vice-Chair Mary Jane Santos, Mark Hurley and Kitty Hollingshead Mancil

Staff Present: Assistant Chief Chris Neading, Delaware City Fire Department; Whitney Faust, Human Resources Specialist; Chief Adam Moore, Delaware City Police Department and City Attorney, Natalia Harris

ITEM 2. PLEDGE OF ALLEGIANCE

ITEM 3. INTRODUCTION: Kitty Hollingshead Mancil

Whitney Faust, Human Resource Specialist introduced the newest member of the Civil Service Commission and gave a few highlights of her credentials.

Vice-Chair Santos asked for a motion to move item #6 up to item #4 on the agenda.

Motion: Commissioner Hurley motioned to adjust the agenda to reflect item #6 as the next business item, seconded by Commissioner Hollingshead Mancil. Motion was approved with a 3-0-0 vote.

ITEM 6. ELECTION OF CHAIR AND VICE-CHAIR

Motion: Commissioner Hurley nominated Commissioner Santos to be chair, seconded by Commissioner Hollingshead Mancil.

City Attorney Harris stated Commissioner Santos needed to accept the nomination.

The motion was approved with a 3-0-0 vote.

Motion: Chair Santos nominated Commissioner Hurley to be vice-chair, seconded by Commissioner Hollingshead Mancil. Commissioner Hurley accepted the nomination. Motion was approved with a 3-0-0 vote.

ITEM 5. PUBLIC COMMENT

There was no public participation.

ITEM 4. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary from the regular Civil Service Commission meeting held on June 4, 2025, as recorded and transcribed.

Motion: Commissioner Hollingshead Mancil motioned to approve the Motion Summary from the June 4, 2025 meeting, seconded by Vice-Chair Hurley. Motion failed with a 1-0-2 vote.

Attorney Harris advised that the members who are abstaining could review the video from the previous meeting, they could then vote accordingly. The motion summary will be brought back to the Civil Service Commission at the next meeting.

The Commission took a moment of silence for the fallen Idaho firefighters who were ambushed while on duty June 29, 2025.

ITEM 7. DISCUSSION AND RECOMMENDATION

a. July 2025 Firefighter Lieutenant Promotional List

Assistant Chief Chris Neading stated the process ended at the end of June with three candidates on the list. The admin staff will consider those names and have a recommendation for promotion.

Motion: Vice-Chair Hurley motioned to approve the July 2025 Firefighter Promotional List, as presented, seconded by Commissioner Hollingshead Mancil. Motion was approved with a 3-0-0 vote.

b. July 2025 Police Officer Certified List

Chief Adam Moore stated there are six candidates to add to the list for a total of 23 potential candidates on the certified list.

Motion: Vice-Chair Hurley motioned to approve the July 2025 Police Certified List, seconded by Commissioner Hollingshead Mancil. Motion was approved with a 3-0-0 vote.

ITEM 8. STAFF COMMENTS

Chief Moore invited the commissioners to the promotion ceremony of John Needham to Sergeant in City Council Chambers on July 9th at 3:30 p.m.

ITEM 9. COMMISSIONER COMMENTS

There were no further comments.

ITEM 10. ADJOURNMENT

Motion: Chair Santos motioned to adjourn the Civil Service Commission meeting at 3:44 P.M.

The meeting was adjourned at 3:45 P.M.

Mary Jane Santos
Chair

Sarah Dinovo
Sarah Dinovo, Clerk

AGENDA ITEM NO. c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Acceptance of the Motion Summary of the Public Works/Public Utilities Committee meeting held on August 5, 2025, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
20250805 Motion Summary.pdf

PUBLIC WORKS/PUBLIC UTILITIES COMMITTEE
MOTION SUMMARY
AUGUST 5, 2025

ITEM 1. ROLL CALL

Mayor Riggle called the meeting to order at 6:00 p.m.

Members Present: Councilmember Catlin Frazier and Councilmember Cory Hoffman and Mayor Riggle

City Staff Present: Bill Ferrigno, Public Works Director; Blake Jordan, Public Utilities Director; Andrew Beare, Assistant City Manager; and Paul Brake, City Manager

ITEM 2. APPROVAL OF THE MOTION SUMMARY

Approval of the Public Works/Public Utilities Committee meeting held February 4, 2025, as recorded and transcribed.

Motion: Councilwoman Frazier motioned to approve the Motion Summary of the Public Works/Public Utilities Committee meeting held February 4, 2025, seconded by Councilman Hoffman. Motion approved by a 3-0-0 vote.

ITEM 3. PUBLIC COMMENT

Mary Carolyn Jones
119 Champions Court
Delaware, Ohio

Ms. Jones expressed her concerns about the proposed extension of Westgate Drive. Ms. Jones would like to know if this proposal would be approved what the process that follows would be.

Amy Eiken
61 Westgate Drive
Delaware, Ohio

Ms. Eiken expressed her concerns about the proposed extension of Westgate Drive. Ms. Eiken shared that she rents her home as an Airbnb as tags it as a 'quiet retreat', which she feels would lose that line if it is opened. Ms. Eiken would like to know the benefits of opening the street up.

Abby Buckerfield
17 Westgate Drive
Delaware, Ohio

Delaware, Ohio

Mr. Lake stated he has enjoyed living on Westgate Drive for 20 years. Mr. Lake stated in the notice it was noted that the opening would not anticipate Westgate becoming a cut through street and, according to his measurement, it very well could be due to the intersection of Euclid and Lincoln backing up during the school year.

Katherine Lake
45 Westgate Drive
Delaware, Ohio

Ms. Lake read two letters from other residents opposing the opening of Westgate Drive.

Frank Hobbs
26 Westgate Drive
Delaware, Ohio

Mr. Hobbs agreed with the statements from his neighbors.

ITEM 4. WESTGATE DRIVE EXTENSION

a. Westgate Drive Extension

Bill Ferrigno, Public Works Director, thanked the neighborhood for showing up and sharing their concerns. Mr. Ferrigno stated the reasons why opening of Westgate would be warranted. The end of the street is not considered a cul-de-sac, especially by today's standards. The right-of-way does exist for the extension. Mr. Ferrigno stated equipment (Fire, EMS, storm removal and refuse) has become bigger over the years, making backing up an issue. Mr. Ferrigno gave a couple more options that can be tried (make parking restrictions, increase the cul-de-sac to a standard size or have refuse collections on one side of the street). The goal of the city is to provide services that serve the safety of both residents and staff.

Questions from the committee included but were not limited to the cost of the extension, blind spots that are on the refuse trucks, and changes in the road standards over the years.

Recessed at 6:52 PM/Reconvened at 6:59 PM

Mayer Riggle motioned to adjourn the Public Works/Public Utilities Committee meeting at 7:00 p.m.

AGENDA ITEM NO. d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Accepting the Motion Summary of the Planning Commission meeting held on September 3, 2025, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
20250903 Motion Summary.pdf

PLANNING COMMISSION
MOTION SUMMARY
SEPTEMBER 3, 2025

ITEM 1. Roll Call

Vice-Chair called the meeting to order at 6:35 p.m.

Members Present: Cory Hoffman, Josh Cross, Dustin Nanna, George Stroud, Dean Prall and Stacy Simpson

Member Absent: Brandon Feller

Staff Present: Carrie Fortman, Project Engineer; Anna Kelsey, Planning and Zoning Administrator; David Gentile, Development Planner; Sandra Pereira, Planning & Community Development Director; and Andy Beare, Assistant City Manager

Motion to Excuse: Commissioner Prall motioned to excuse Commissioner Feller, seconded by Vice-Chair Hoffman. Motion was approved with a 6-0-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary of the Planning Commission meeting held on August 6, 2025, as recorded and transcribed.

Motion: Commissioner Nanna motioned to approve the Motion Summary of the Planning Commission meeting held on August 6, 2025, seconded by Commissioner Cross. Motion was approved with a 6-0-0 vote.

ITEM 3. REGULAR BUSINESS

A. ZONING AMENDMENTS

1. MX-PUD 25-12: A request by HelpLine of Delaware and Morrow Counties for approval of a Zoning Map Amendment from C-CC (Community Commercial District) to MX-PUD (Mixed-Use Planned Unit Development) on 0.16-acres of property located at 11 N. Franklin Street as shown in "Exhibit A".

a. Staff Presentation

David Gentile, Development Planner, gave a brief presentation that included location, current zoning, the proposed zoning change, and location of this site.

b. Applicant Presentation

Tonia Pace
118 Stover Drive
Delaware, Ohio

Ms. Pace stated she had no concerns about the conditions.

c. Public Hearing

The public hearing was opened at 6:41 p.m.

Gretchen Truckor
11 N. Franklin Street
Delaware, Ohio

Ms. Truckor stated she is the potential new owner of the property and is excited to keep the charm of the property intact.

Scott Cubberly, Commercial Broker
6800 Harriot Road
Powell, Ohio

Mr. Cubberly stated he was the agent on behalf of HelpLine and shared that this purchase would allow the property to become a home.

The public hearing was closed at 6:44 p.m.

d. Commission Discussion

A question was asked if the property was conforming as it is or was the goal to bring into conformity.

e. Commission Action (recommendation to City Council)

Motion: Commissioner Prall motioned to approve PUD 25-12 with all staff recommendations, seconded by Vice-Chair Hoffman. Motion was approved with a 6-0-0 vote.

2. R-PUD 25-11: A request by BerlinStationRoad LTD for approval of a Zoning Map Amendment from A (Agricultural District) to R-PUD (Residential

Planned Unit Development) on approximately 66.75-acres of property located between east of Berlin Station Road as shown in "Exhibit A".

a. Staff Presentation

Anna Kelsey, Planning and Zoning Administrator, gave a brief presentation that included the background, how the rezoning would fit with the Southeast Focus Area Plan, a description of the two development types that indicated for rezoning, concept plan, and conditions.

b. Applicant Presentation

Mike Shade, Attorney at Law
236 West Central Avenue
Delaware, Ohio

Anthony Moore, Ferris Planning & Design
4876 Cemetery Road
Hilliard, Ohio

Mr. Moore appreciated the staff presentation.

c. Public Hearing

The public hearing was opened at 6:56 p.m.

The clerk acknowledged emails that were received from Bill and Melanie Woods and Bruce Babbit.

Dave Searfoss
1815 Berlin Station Road
Delaware, Ohio

Mr. Searfoss stated he has an adjacent property to this proposed developed and wanted to express items of concern if the rezoning is approved. Those items are water retention and drainage, the tree row for buffering, not adding to the light pollution, and consider allowing city sewage for adjacent landowners.

Mason Pillow
1675 Berlin Station Road
Delaware, Ohio

Mr. Pillow is concerned about the run-off with potential development, consideration of keeping some of the scrub to help with buffering and would

like to see less density. Mr. Pillow shared the same concerns as Mr. Searfoss with lighting.

Dean Smith
1631 Berlin Station Road
Delaware, Ohio

Mr. Smith stated his main concern was with safety on the roadways.

The public hearing was closed at 7:06 p.m.

d. Commission Discussion

The commission asked for clarification about the city and township boundaries. Staff clarified where the city and township boundaries are in respect to this project and what the city has jurisdiction over.

Mr. Shade shared his thoughts on the project and items that were taken into consideration.

Carrie Fortman, Project Engineer, stated there may be changes coming to the way lighting in neighborhoods is planned. A discussion about the types of lights that may be implemented, and they type of lights currently in neighborhoods.

The commissioner had a quick discussion about the intersection of Pollock Road and US23.

e. Commission Action (recommendation to City Council)

Motion: Commissioner Prall motioned to approve R-PUD 25-11 with all staff conditions, seconded by Vice-Chair Hoffman. Motion was approved with a 6-0-0 vote.

B. DEVELOPMENT PLANS

1. PC 25-12: A request by LEVEL5 GA, LLC for approval of a Development Plan for Kemba Financial Credit Union on 0.82-acres within the Glennwood Commons Planned Mixed Use Overlay and located on the eastern half of the parcel located at 900 Sunbury Road.

a. Staff Presentation

David Gentile, Planning Developer, gave a brief presentation that included the location, zoning map, site plan, and landscaping plan.

b. Applicant Presentation

Amy Peterman
113 Bevan Way
Delaware, Ohio

Marcus Spina
11283 Emerson Avenue
Parkersburg, West Virginia

Ms. Peterman stated Kemba is very excited to be building in Delaware.

c. Public Hearing

The public hearing was opened at 7:35 p.m.

There was no public participation.

The public hearing was closed at 7:35 p.m.

d. Commission Discussion

Commission members discussed the number of parking spaces and are happy to see a non-fast-food business.

e. Commission Action (recommendation to City Council)

Motion: Commissioner Nanna motioned to approve PC 25-12 with all staff conditions, seconded by Vice-Chair Hoffman. Motion was approved with a 6-0-0 vote.

C. CONDITIONAL USES
1. PC 25-13: A request by Luvata Ohio Inc. for Conditional Use Approval for an aboveground fuel storage tank located at 2039 Pittsburgh Drive on property zoned I-2 (General Industrial District).

a. Staff Presentation

Anna Kelsey, Planning and Zoning Administrator, gave a brief presentation that included the background, the request description, and conditions.

b. Applicant Presentation

Brad Reed, Project Engineer for Luvata
2039 Pittsburg Drive

Delaware, Ohio

Mr. Reed clarified this request is for liquid nitrogen not for fuel.

c. Public Hearing

The public hearing was opened at 7:43 p.m.

The was no public participation.

The public hearing was closed at 7:43 p.m.

d. Commission Discussion

Commissioner Nanna asked Mr. Reed for an explanation of what Luvata does.

e. Commission Action (final decision)

Motion: Commissioner Nanna motioned to approve PC 25-13 with all staff conditions, seconded by Commissioner Stroud. Motion was approved with a 6-0-0 vote.

D. PLATS

1. S 25-11: A request by V3 Companies for approval of a Final Subdivision Plat for Kroger located at the southeast corner of Glenn Road and Sunbury Road.

a. Staff Presentation

David Gentile, Planning Developer, gave a brief presentation with the site overview, background, and location of the Kroger site.

b. Commission Discussion

There was no further discussion.

c. Commission Action (final decision)

Motion: Commissioner Prall motioned to approve S 25-11 Subdivision Plat, with all staff conditions, seconded by Commissioner Nanna. Motion was approved with a 6-0-0.

ITEM 4. PLANNING DIRECTOR'S REPORT

Sandra Pereira, Planning and Community Development Director, introduced Lainey Seller, who is interning as a part of a Public Policy course at Ohio State University.

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Commissioner Stroud thanked staff for their presentations.

Commissioner Nanna thanked staff for their hard work.

Commissioner Prall updated the Commission about the Delaware South NCA and City Council meeting in which the millage was reduced.

Commissioner Cross asked for more clarification about the proposed change in streetlights (for continuity in bulb colors). Ms. Pereria explained the reason for the proposed change. Ms. Fortman stated most likely HOAs would enforce a uniform color.

Vice-Chair Hoffman agreed HOAs would be a more of an enforcer of streetlights (if they were to change).

Chair Simpson asked if Bojangles was open yet. A discussion of if the Racetrack gas station was going to move forward and when expiration of plans would occur.

ITEM 6. NEXT MEETING: October 1, 2025

ITEM 7. ADJOURNMENT

Chair Simpson motioned for the Planning Commission meeting to adjourn at 7:59 p.m.

The meeting was adjourned at 7:59 p.m.

Chairperson

Council Clerk

AGENDA ITEM NO. e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Acceptance of the Motion Summary from the Board of Zoning Appeals meeting held on June 11, 2025, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
20250611 Motion Summary.pdf

BOARD OF ZONING APPEALS
MOTION SUMMARY
JUNE 11, 2025

ITEM 1. Roll Call

Chair Dariano called the meeting to order at 6:30 p.m.

Members Present: Beth Fisher, Mayor Carolyn Kay Riggle, Vince Rosenthal, Brett Latta, Jim Bownas and Ben Dariano

Member Absent: Michael Schwab

Staff Present: David Gentile, Development Planner and Jon White, Development Planner

Motion: Chair Dariano motioned to excuse Mr. Schwab, seconded by Mayor Riggle. Moton was approved with a 6-0-0 vote.

ITEM 2. APPROVAL OF THE MOTION SUMMARY

A. Approval of the Motion Summary of the Board of Zoning Appeals meetings held on April 9, 2025.

Motion: Mr. Bownas motioned to approve the motion summary from April 9, 2025, seconded by Vice-Chair Latta. Motion was approved with a 6-0-0 vote.

ITEM 3. REGULAR BUSINESS

A. V 25-2: A request by Jason Lukacsko for approval of a variance to 1156.02(a) Minimum Yard Requirements for Accessory Structures at 304 Pinecrest Ct. on approximately 0.259 acres on property zoned R-1 PUD (One Family Residential District with PUD overlay) further described as parcel 51931115005000.

Anticipated Process
a. Swearing in of applicants, staff, and members of the public relating to this case

Chair Dariano swore in the applicants and David Gentile, Development Planner, into the record.

b. Applicant Presentation

Jason and Amanda Lukacsko
304 Pinecrest Court

Delaware, Ohio

Mr. Lukacsko stated he looked at the building regulations to determine if he would need a permit to build a shed on his property and seeing none, he built a shed. Only after it was constructed did he realize he had looked at the county's regulations and not the city's regulations. The shed is 18" from the property line. Mr. Lukacsko asked where the shed remains.

Ms. Lukacsko stated they had checked with their neighbors before construction of the shed began to make sure there were not any issues from them.

c. Staff Presentation

David Gentile, Development Planner, gave a brief presentation of the case including the location, photos of the shed, the reasons for setbacks, and potential hazards of having a structure not meeting the setbacks.

d. Public Testimony

There was no public testimony.

e. BZA action

Clarification was made if the fence was a part of the applicant's yard or the neighbor's yard; drainage of the area; if there was a gate near the shed; how the code enforcement officer came to be aware of the shed; and the benefits vs. the hardship of moving the shed would be.

Motion: Mr. Bownas motioned to approve case V 25-2, seconded by Mr. Rosenthal. Motion was approved with a 6-0-0 vote.

ITEM 4. STAFF COMMENTS

There were no further comments.

ITEM 5. MEMBER COMMENTS

There were no further comments.

ITEM 6. NEXT MEETING DATE: July 9, 2025

ITEM 7. ADJOURNMENT

Motion: Chair Dariano motioned to adjourn the Board of Zoning Appeals meeting, seconded by Mr. Bownas. Motion approved with a 6-0-0 vote.

The Board of Zoning Appeals meeting adjourned at 6:58 p.m.

Brett Latta for Chairman Ben Dariano

Chairman

Clerk

Signature: Brett Latta
Brett Latta (Oct 9, 2025 12:43:45 EDT)

Email: bclatta@gmail.com

AGENDA ITEM NO. f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Bill Ferrigno, Public Works
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Resolution No. 25-78, a resolution giving consent of the City for the Ohio Department of Transportation to remove snow and ice and to use snow and ice control material on state highways inside the City of Delaware Corporate Limits and authorizing the City Manager to execute an agreement with the State of Ohio Department of Transportation for snow and ice removal.

SUGGESTED ACTION:

ATTACHMENTS:

Fact Sheet RES 25-78, ODOT Snow & Ice Agreement.docx
Res. No. 25 - 78 ODOT Snow Ice Removal.docx
Odot.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: consent item 'f' DATE: 10/13/2025

ORDINANCE NO: RESOLUTION NO: 25-78

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND TO USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY OF DELAWARE CORPORATE LIMITS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

BACKGROUND:

The city maintains all local, collector and arterial roadways within the corporate limits during winter snow and ice season, including State and US routes running through the community. To provide for more efficient maintenance operations, the city enters into cooperative agreements with adjacent jurisdictions to establish logical termini for plowing, anti-icing, and de-icing operations. For certain sections of township, county and state routes that are outside of the corporate limits, it becomes more efficient and cost effective for the city to maintain these sections during the winter with snow and ice operations. In other cases, there are sections of city roadway where it is most practical for an adjacent jurisdiction to provide snow and ice management.

REASON WHY LEGISLATION IS NEEDED:
Passage of this Resolution authorizes the City Manager, or his designee, to enter into the cooperative agreements with area jurisdictions for winter snow and ice management operations.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

N/A

RESOLUTION 25 -78

A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND TO USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY OF DELAWARE CORPORATE LIMITS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

WHEREAS, pursuant to Ohio Revised Code Section 5501.41, the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code Section 5535.16, ODOT or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and

WHEREAS, portions of State Highway US 23, US 42, US 36, State Route 37 lie within the City of Delaware, Delaware County, upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City of Delaware upon a written agreement being entered into between the City of Delaware and ODOT; and

WHEREAS, portions of State Highway US 23, US 42, US 36, Sate Route 37, and State Route 521 lie outside the corporate limits of the City of Delaware, upon which the City of Delaware is willing to perform snow and ice removal and apply snow and ice control material for ODOT upon a written agreement being entered into between the City of Delaware and ODOT; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions; and

WHEREAS, the work proposed to be authorized pursuant to this resolution shall be restricted to, if an Agreement is entered into, the removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of the City but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads.

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

SECTION 1. This Council gives consent for the Ohio Department of Transportation to remove snow and ice and use snow and ice control material on state highways inside the City of Delaware corporate limits.

SECTION 2. The City Manager, of his designee, is hereby authorized to execute an agreement with the State of Ohio Department of Transportation for snow and ice removal.

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

PASSED: _____, 2025 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

ODOT AGREEMENT NO. 41932
City Consent Ordinance/Resolution No. 24-69

AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF DELAWARE, OHIO FOR THE REMOVAL AND CONTROL OF SNOW AND ICE

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "CITY" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within a municipal corporation, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code section 5535.16, a political subdivision may provide snow and ice removal on roads under the control of the state; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the CITY in an efficient manner that ODOT perform snow and ice removal and control on US 23, US 42, US 36, and SR 37 within the CITY and that the CITY perform snow removal and ice control on US 23, US 42, US 36, SR 37, and SR 521 outside the CITY.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

1.1 ODOT will remove snow and ice and apply snow and ice control material on all lanes of the following within the CITY's corporate limits:

1.1.1 US 23 North from the CITY's corporate limits at mile marker 13.129 to Pennsylvania Avenue at mile marker 12.997 for a total of .132 lane miles,

1.1.2 US 42 South from the CITY's corporate limits at mile marker 4.496 to Sawmill Parkway at mile marker 4.862 for a total of .366 lane miles, and

1.1.3 US 36/SR 37 from the CITY's corporate limits at mile marker 12.776 to Davidson Lane at mile marker 12.732 for a total of .044 lane miles.

1.2 ODOT will remove snow and ice and apply snow and ice control material during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT's responsibility. ODOT shall perform this work at no cost to the CITY. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting CITY roads and streets.

1.3 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the section of US 23, US 42, US 36, SR 37, and SR 521 herein described for the purposes of performing snow and ice removal and control operations.

1.4 ODOT is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by the CITY's removal of snow and ice and/or application of any snow and ice control material.

2. OBLIGATIONS OF THE CITY

2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of US 23, US 42, US 36, and SR 37 herein described for the purposes of performing snow and ice removal and control operations.

2.2 The CITY is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.

2.3 The CITY will remove snow and ice and apply snow and ice control material on all lanes of the following within the ODOT's corporate limits:

2.3.1 US 23 South from the CITY's Corporate limits at mile marker 9.354 to SR 315 at mile marker 8.780 for a total of .574 lane miles,

2.3.2 US 42 North from the CITY's Corporate limits at mile marker 9.509 to Horseshoe Road at mile marker 9.722 for a total of .213 lane miles,

2.3.3 US 36 West from the CITY's Corporate limits at mile marker 7.455 to Franks Field Drive at mile marker 7.1 for a total of .355 lane miles,

2.3.4 US 37 West from the CITY's Corporate limits at mile marker 7.529 to South Section Line Road/SR 203 at mile marker 6.920 for a total of .609 lane miles,

2.3.5 SR 521 from the CITY's Corporate limits at mile marker 2.285 to Byxbe roundabout at mile marker 2.6 for a total of .315 lane miles,

2.4 The CITY shall perform snow and ice removal and use of snow and ice control material in accordance with Ohio Revised Code sections 4511.04 and 4513.18. The CITY shall perform this work at no cost to ODOT.

3. INSPECTIONS

3.1 Periodic inspections may be performed jointly by representatives of the parties to determine the level of service being provided on the state highway system during a snow and ice event.

4. TERM OF AGREEMENT

4.1 This Agreement shall commence on the date of the last signature below and shall expire on the June 30, 2025 unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms but not to go beyond any state biennium.

4.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

5. GENERAL PROVISIONS

5.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.

5.2 Either party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

5.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to R.C. 5501.22.

5.4 The State of Ohio and ODOT are self-insured.

5.5 Each party shall be responsible for liability associated with the party's own errors, actions, or failures to act.

5.6 If either party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching party of that breach or default, the non-breaching party may terminate this Agreement.

5.7 ODOT and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time.

5.8 Ohio Ethics Law: The CITY and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

5.9 In carrying out this Agreement the parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.

5.10 In no case shall the either party's personnel be considered agents, servants, or employees of the other party. Each party shall be responsible for the full payment of all taxes including, without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

6. NOTICE

6.1 Notices under this agreement shall be directed as follows:

City of Delaware
1 South Sandusky Street
Delaware, OH 42015

Ohio Department of Transportation
District 6
400 E. William Street
Delaware, OH 42015

7. SIGNATURES

7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.

7.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic

signature of any other party delivered in such a manner as if such signature were an original.

The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

CITY OF DELAWARE

By: Fred M Crist

Printed Name: FRED CRIST

Title: Divisional Supervisor

Date: 12/20/25

STATE OF OHIO
Department of Transportation

By: Pamela Boratyn
Pamela Boratyn, Director

Date: 11/20/2024

For Use by ODOT Office of Chief Legal Counsel Only: ceg

Date Reviewed: 11/20/2024

Approved as to Form:

Natalia S. Harris
Delaware City Attorney

AGENDA ITEM NO. g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 13, 2025

SUBMITTED BY: Bill Ferrigno, Public Works

ITEM TYPE: Resolutions

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Resolution 25-79, a resolution giving consent of the City for Delaware County, Delaware Township, Troy Township, Concord Township, Liberty Township, and the Delaware County Fair Board to cooperate in the management of snow and ice on public highways and authorizing the City Manager to execute agreements for snow and ice removal and control.

SUGGESTED ACTION:

ATTACHMENTS:

Fact Sheet RES 25-79 County & Township Agreements.docx
Res. No. 25 - 79 County & Townships.docx
SA Delaware County 25-26.docx
SA Liberty Township 25-26.docx
SA Delaware County Fairgrounds -Right of Entry 25-26.docx
SA Troy Township 25-26.docx
SA Delaware Township 25-26.docx
SA Concord Township 25-26.docx

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: consent item 'g' DATE: 10/13/2025

ORDINANCE NO: RESOLUTION NO: 25-79

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION GIVING CONSENT OF THE CITY FOR DELAWARE COUNTY, DELAWARE TOWNSHIP, TROY TOWNSHIP, CONCORD TOWNSHIP, LIBERTY TOWNSHIP, AND THE DELAWARE COUNTY FAIR BOARD TO COOPERATE IN THE MANAGEMENT OF SNOW AND ICE ON PUBLIC HIGHWAYS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR SNOW AND ICE REMOVAL AND CONTROL.

BACKGROUND:

The city maintains all local, collector and arterial roadways within the corporate limits during winter snow and ice season, including State and US routes running through the community. To provide for more efficient maintenance operations, the city enters into cooperative agreements with adjacent jurisdictions to establish logical termini for plowing, anti-icing, and de-icing operations. For certain sections of townships, county and state routes that are outside of the corporate limits, it becomes more efficient and cost effective for the city to maintain these sections during the winter with snow and ice operations. In other cases, there are sections of city roadway where it is most practical for an adjacent jurisdiction to provide snow and ice management.

REASON WHY LEGISLATION IS NEEDED:

Passage of this Resolution authorizes the City Manager, or his designee, to enter into the cooperative agreements with area jurisdictions for winter snow and ice management operations.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

County & Township Agreements

RESOLUTION 25 - 79

A RESOLUTION GIVING CONSENT OF THE CITY FOR DELAWARE COUNTY, DELAWARE TOWNSHIP, TROY TOWNSHIP, CONCORD TOWNSHIP, LIBERTY TOWNSHIP, AND THE DELAWARE COUNTY FAIR BOARD TO COOPERATE IN THE MANAGEMENT OF SNOW AND ICE ON PUBLIC HIGHWAYS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR SNOW AND ICE REMOVAL AND CONTROL.

WHEREAS, pursuant to Ohio Revised Code Section 5535.16, a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and

WHEREAS, portions of highways that lie within the City of Delaware, to which Delaware County, Delaware Township, Troy Township, Concord Township, and Liberty Township are willing to perform snow and ice removal and apply snow and ice control material for the City of Delaware upon a written agreements being entered into between the City of Delaware and the County and Townships; and

WHEREAS, portions of highway outside the corporate limits of the City of Delaware, upon which the City of Delaware is willing to perform snow and ice removal and apply snow and ice control material for Delaware County, Delaware Township, Troy Township, Concord Township, and Liberty Township upon a written agreement being entered into between the City of Delaware and the County and Townships; and

WHEREAS, the Delaware County Fair Board is willing to permit the City of Delaware to stockpile snow collected from the downtown business district on designated areas within the fairgrounds upon a written agreement being entered into between the City of Delaware and the County Fair Board; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and Delaware County, Delaware Township, Troy Township, Concord Township, and Liberty Township regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions; and

WHEREAS, the work proposed to be authorized pursuant to this resolution shall be restricted to, if an Agreement is entered into, the removal of snow and ice and the use of snow and ice control material on public highways within and outside of the corporate limits of the City, but shall not include the removal of snow and ice and the use of snow and ice control material on driveways and parking areas.

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

SECTION 1. This Council gives consent for the City of Delaware and Delaware County, Delaware County, Delaware Township, Troy Township, Concord Township, Liberty Township, and County Fair Board to cooperate on the removal of snow and ice and application of snow and ice control materials on public highways.

SECTION 2. The City Manager, or his designee, is hereby authorized to execute agreements with Delaware County, Delaware Township, Troy Township, Concord Township, Liberty Township, and County Fair Board for snow and ice management.

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

PASSED: _____, 2025 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

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CITY OF
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OHIO

SNOW AND ICE REMOVAL AGREEMENT BETWEEN THE CITY OF DELAWARE AND DELAWARE COUNTY FOR 2025-2026

SAWMILL PARKWAY

Delaware County will maintain roadway south of US-42 in its entirety. Delaware City will maintain Sawmill Parkway from US-42 to S. Section line road in its entirety.

LIBERTY ROAD

Delaware County will maintain roadway south of Hawthorn Boulevard in its entirety.

BOWTOWN ROAD

Delaware County will maintain roadway east of SR-521 in its entirety.

SOUTH SECTION LINE ROAD

Delaware County will maintain all of Section Line Road in its entirety. Delaware City will check and maintain roadway at the intersection of South Section Line Road and Pittsburgh Drive.

WARRENSBURG ROAD

Delaware County will maintain roadway west of Grand Circuit Boulevard in its entirety. Delaware City will maintain roadway east of Grand Circuit Boulevard to SR-37/West Central Avenue in its entirety. Delaware City will check and maintain roadway at the intersection of Penwell Drive.

TROY ROAD

Delaware County will maintain roadway north of the northern most access to Smith Park in its entirety. Delaware City will maintain roadway from SR-37/West Central Avenue to the northern most access to Smith Park in its entirety.

CHESHIRE ROAD

Delaware City will maintain all of Cheshire Road west of Piatt Road to US-23 in its entirety.

PEACHBLOW ROAD

Delaware County will maintain roadway to the intersection with Glenn Parkway in its entirety

Based on ease of turn around, safety, convenience, we agree that the above maintenance agreement be adopted for the 2025-2026 Snow and Ice season.

_____ _____

CITY OF DELAWARE REPRESENTATIVE DATE

_____ _____

DELAWARE COUNTY REPRESENTATIVE DATE

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DELAWARE
OHIO

SNOW AND ICE REMOVAL AGREEMENT BETWEEN THE CITY OF DELAWARE AND LIBERTY TOWNSHIP 2025-2026 SEASON

KINGMAN HILL ROAD

Delaware City will maintain all of Kingman Hill Road in its entirety.

Based on ease of turn around, safety, convenience, we agree that the above maintenance agreement be adopted for the 2025-2026 Snow and Ice season.

_____ _____

CITY OF DELAWARE REPRESENTATIVE DATE

_____ _____

LIBERTY TOWNSHIP REPRESENTATIVE DATE

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DELAWARE
OHIO

SNOW AND ICE DUMPSITE AGREEMENT
2025-2026
RIGHT OF ENTRY

During the snow and ice season of 2025-2026 it is agreed that Delaware County Fair Board located at 236 Pennsylvania Avenue has agreed to allow the City of Delaware to haul snow to designated areas on the fairground's property during wintertime operations. Grantor in consideration of the mutual promises herein contained, does hereby grant to the City of Delaware, Grantee, its employees, contractors, agents and assigns the right and license to enter upon the real estate owned by Grantor at the aforesaid address for the following purposes: to haul snow from the downtown business district to 236 Pennsylvania Avenue fairgrounds.

The above right is granted under the following conditions:

1. That any grass and/or stone/asphalt drives by the entry be restored and replaced by seed/stone/asphalt or the value.
2. That any damaged fences or other improvements are repaired or replaced at the Grantee's cost.
3. That the work be completed no later than April 30, 2026.

_____ _____

CITY OF DELAWARE REPRESENTATIVE DATE

_____ _____

GRANTOR NAME (SIGNATURE) DATE
PROPERTY OWNER

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OHIO

SNOW AND ICE REMOVAL AGREEMENT BETWEEN THE CITY OF DELAWARE AND TROY TOWNSHIP 2025-2026 SEASON

CLEAR RUN ROAD

Troy Township will maintain Clear Run Road in its entirety.

Based on ease of turn around, safety, convenience, we agree that the above maintenance agreement be adopted for the 2025-2026 Snow and Ice season.

_____ _____

CITY OF DELAWARE REPRESENTATIVE DATE

_____ _____

TROY TOWNSHIP REPRESENTATIVE DATE

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SNOW AND ICE REMOVAL AGREEMENT BETWEEN THE CITY OF DELAWARE AND DELAWARE TOWNSHIP 2025-2026 SEASON

Delaware Township

Delaware Township will maintain Braumiller Road in its entirety.
Delaware Township will maintain Armstrong Road in its entirety.
Delaware Township will maintain Pollock Road in its entirety.
Delaware Township will maintain East Hull Drive in its entirety.

City of Delaware

Delaware City will maintain Vernon Avenue in its entirety.
Delaware City will maintain Curtis Street in its entirety.

Based on ease of turn around, safety, convenience, we agree that the above maintenance agreement be adopted for the 2025-2026 Snow and Ice season.

_____ _____
CITY OF DELAWARE REPRESENTATIVE DATE

_____ _____
DELAWARE TOWNSHIP REPRESENTATIVE DATE

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SNOW AND ICE REMOVAL AGREEMENT BETWEEN THE CITY OF DELAWARE AND CONCORD TOWNSHIP 2025-2026 SEASON

OWEN FRALEY ROAD

Concord Township will maintain Owen Fraley in its entirety.

The City will provide 8 tons of material to maintain these roads for the 2025-2026 winter season.

Based on ease of turnaround, safety, and convenience, we agree that the above maintenance agreement be adopted for the 2025-2026 Snow and Ice season.

_____ _____

CITY OF DELAWARE REPRESENTATIVE DATE

_____ _____

CONCORD TOWNSHIP REPRESENTATIVE DATE

AGENDA ITEM NO. h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Establish **October 27, 2025, 7:10 p.m.** as the date and time for the public hearing and second reading of Ordinance No. 25-59, an ordinance approving a request by Maronda Homes for approval of a Zoning Map Amendment from A-1 (Agricultural District) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A".

SUGGESTED ACTION:

ATTACHMENTS:

AGENDA ITEM NO. i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Establish **October 27, 2025, at 7:15 p.m.** as the date and time for the public hearing and consideration of Resolution No. 25-76, a resolution approving a request by Delaware Development Plan, LTD of a Development Plan for Longhorn Steakhouse on 2.355 acres within the Coughlin's Crossing Planned Mixed Use Overlay and located north of Bojangles.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Establish **October 27, 2025, at 7:20 p.m.** as the date and time for the public hearing and consideration of Resolution No. 25-77, a resolution approving a request by PVLI Delaware Realty LLC of a Development Plan for Briar Hill Villas on 8.23 acres located on the southwest corner of S. Houk Road and Lansdale Drive.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Bill Ferrigno, Public Works
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Establish **October 27, 2025, at 7:20 p.m.** as the date and time for the public hearing and consideration of Ordinance No. 25-62, an ordinance amending Chapter 909 of the codified ordinances regarding sidewalk maintenance and repair.
SUGGESTED ACTION:	
ATTACHMENTS:	

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**FIFTH READING OF ORDINANCE NO. 25-46 (AS AMENDED)**
SUBJECT:	Ordinance No. 25-46, an ordinance approving a request by Ohio Wesleyan University for approval of a rezoning amendment from various zoning districts to MX-PUD (Mixed-Use Planned Unit Development) on approximately 109-acres of property, as shown in Exhibit "A". **(AS AMENDED)**

SUGGESTED ACTION:

ATTACHMENTS:

1 Fact Sheet.docx
2 CC Staff Report.docx
3 Ordinance - AMENDED.docx
3a Exhibit A.png
3b Exhibit B OWU Approved Sign Plan.pdf
4 Application for PUD zoning 6-5-2025 Final Submission.pdf
5 PUD 25-8 Ohio Wesleyan University Rezoning.pdf

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FACT SHEET

AGENDA ITEM NO: 8	DATE: 10/13/2025
ORDINANCE NO: 25-46	RESOLUTION NO:
READING: FIRST	PUBLIC HEARING: YES (held August 25, 2025 at 7:10 PM)

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Sandra Pereira, Planning & Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

An ordinance approving a request by Ohio Wesleyan University for approval of a rezoning amendment from various zoning districts to MX-PUD (Mixed-Use Planned Unit Development) on approximately 109-acres of property, as shown in Exhibit "A".

BACKGROUND:
See attached staff report.

Update for 10/13/25 meeting: Condition #3d relating to the vacation of Hayes Street has been removed from the Ordinance.

REASON WHY LEGISLATION IS NEEDED:
To achieve compliance with Chapter 1105: Amendments of the Codified Ordinances.

COMMITTEE RECOMMENDATION:
Planning Commission approved this case 6-0 on July 16, 2025

FISCAL IMPACT(S):
N/A

POLICY CHANGES:

N/A

PRESENTER(S):
Sandra Pereira, Planning & Community Development Director

RECOMMENDATION:
Staff recommends approval

ATTACHMENT(S)
See attached

CITY COUNCIL STAFF REPORT

CASE ID: PUD 25-8 Ohio Wesleyan University

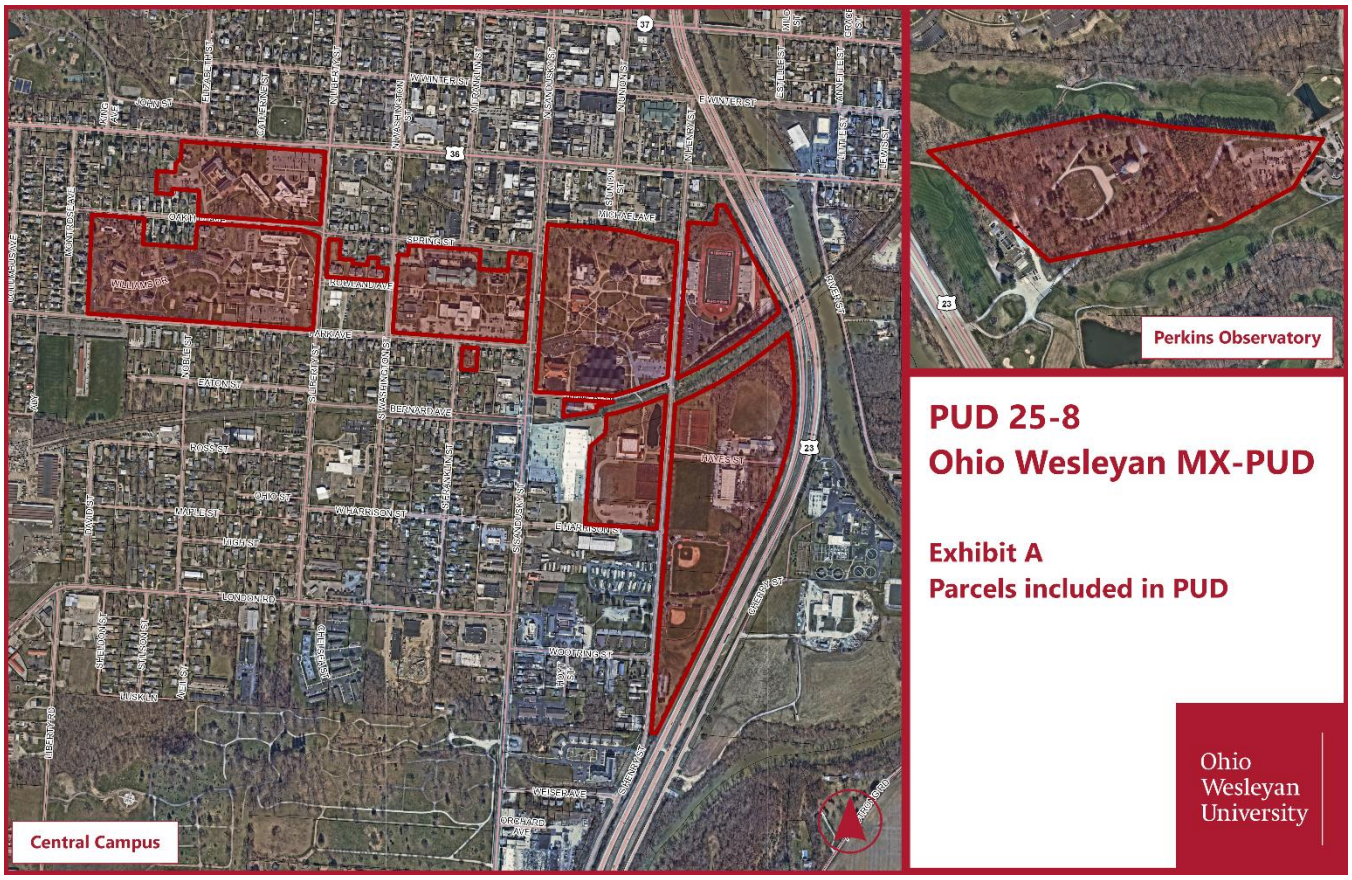
APPLICANT: Ohio Wesleyan University
61 S. Sandusky Street
Delaware, Ohio 43015

REQUEST

A request by Ohio Wesleyan University for approval of a Zoning Map Amendment from various zoning districts to MX-PUD (Mixed-Use Planned Unit Development) on approximately 109 acres of property as shown in "Exhibit A".

BACKGROUND/ LOCATION

Ohio Wesleyan University's campus is a central tenant to the City of Delaware, having begun educational operation in the 1840s. In the nearly two centuries since its founding, the University's campus and educational offerings have diversified and grown to provide high-quality educational opportunities for OWU students.



EXISTING CONDITIONS/ CURRENT ZONING

The subject request consists of approximately 109-acres of university-owned property (Exhibit "A") with several different zoning designations. This acreage includes central campus area, athletic fields, and dormitories, as well as the Perkins Observatory on US 23. In updating the zoning code, it became clear to City staff that the OWU

has a unique mix of uses and character which do not fit into any of the zoning districts proposed in the Code and require some flexibility and creativity. This, in concert with the short- and long-range updates and improvements on the horizon for the university, led staff to reach out to the University to recommend a Planned Unit Development to accommodate the University's needs.

STAFF ANALYSIS

Zoning: The subject acreage has several different zoning designations, including Planned Office/Institutional (PO/I), Agricultural (A-1), and two Planned Mixed-Use Overlays over the existing athletic campus (Ordinance 06-15), and small living units on Rowland Ave (Ordinance 15-78). This PUD would replace all existing zoning districts and overlays to establish one comprehensive, flexible zoning district. The proposed uses permitted by-right and conditionally are as follows:

Colleges, universities, educational research establishment, laboratory	(P)
Cultural institution or art gallery	(P)
Hotel	(C)
Day care	(P)
Entertainment, indoor	(P)
Entertainment, outdoor	(P)
Solar field	(C)
Parking lot or structured parking (principal use)	(P)

Land Use and Comprehensive Plan: The majority of the subject properties fall within the Ohio Wesleyan University (OWU) District as outlined in the Delaware Together comprehensive plan. The area containing Perkins Observatory is designated as an Activity District. All of the permitted uses outlined in the attached resolution meet the goals of Delaware Together, including the below actions outlined in Objective A.19 (Foster synergies and enhance connection between the Ohio Wesleyan University (OWU) campus, Downtown, and the South Sandusky Street Focus Area.:

- **A.19.1:** Coordinate with campus master planning.
- **A 19.2:** Ensure campuses do not isolate, but rather foster social and physical connections with the built environment.

PUD Plan: The existing conditions of the site shall be adopted as the development plan for this PUD. Any future redevelopment or development within the PUD would be considered a Development Plan Modification and follow the procedures outlined in the Zoning Code. For the purposes of this PUD, new buildings or additions under 10,000 square feet would be considered incidental modifications. New buildings or additions between 10,000 and 40,000 square feet would be minor modifications, and those greater than 40,000 square feet would be major modifications.

Signage: OWU worked with City staff to put together a Comprehensive Sign Plan in 2022. It was amended in 2023 and 2024. This sign plan, as amended (Exhibit "B"), shall be the sign plan for this PUD. Any future amendments to this Plan shall require approval as outlined in the Zoning Code.

RECOMMENDATION

Staff recommends approval of the request with the conditions of approval outlined in the attached resolution.

ORDINANCE NO. 25-46

AN ORDINANCE APPROVING A REQUEST BY OHIO WESLEYAN UNIVERSITY FOR APPROVAL OF A REZONING AMENDMENT FROM VARIOUS ZONING DISTRICTS TO MX-PUD (MIXED-USE PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 109-ACRES OF PROPERTY, AS SHOWN IN EXHIBIT "A". **(AS AMENDED)**

WHEREAS, the Planning Commission at its meeting on July 16, 2025 recommended approval of a request by Ohio Wesleyan University for approval of a rezoning amendment from various zoning districts to MX-PUD (Mixed-Use Planned Unit Development) on approximately 109-acres of property, as shown in Exhibit "A".

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

SECTION 1. A request by Ohio Wesleyan University for approval of a rezoning amendment from various zoning districts to MX-PUD (Mixed-Use Planned Unit Development) on approximately 109-acres of property, as shown in Exhibit "A", is hereby confirmed, approved, and accepted with the following conditions:

1. Approval of this PUD shall repeal and replace any existing zoning overlays or approvals.
2. Uses permitted (P) and conditionally permitted (C) in this Mixed-Use Planned Unit Development shall be as follows:

Colleges, universities, educational research establishment, laboratory	(P)
Cultural institution or art gallery	(P)
Hotel	(C)
Day care	(P)
Entertainment, indoor	(P)
Entertainment, outdoor	(P)
Solar field	(C)
Parking lot or structured parking (principal use)	(P)

3. The existing conditions of the site shall be adopted as the development plan for this PUD. Any future development or redevelopment shall require review and approval of a development plan modification following the

procedures outlined in the Zoning Code.

a. For the purposes of this PUD, new buildings or additions under 10,000 square feet shall be considered an incidental modification. New buildings or additions between 10,000 and 40,000 square feet shall be considered a minor modification. New buildings or additions greater than 40,000 shall be considered major modifications.

b. All concerns of the City Engineer and the Utilities Departments must be addressed prior to the release of permits for any future projects.

c. Development plan modifications shall require platting or re-platting as determined by the City Engineer and Planning Director.

4. The comprehensive sign plan dated July 22, 2022, with approved amendments dated July 6, 2023 and February 26, 2024 (Exhibit "B"), shall be the sign plan for the PUD. Any amendments to this sign plan shall require approval following the procedures outlined in the Zoning Code.

SECTION 2. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone approximately 109 Acres of land described further in Exhibit "A", from various zoning districts, to MX-PUD, Mixed-Use Planned Until Development.

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

VOTE ON RULE SUSPENSION: YEAS____NAYS____ ABSTAIN_____

PASSED: _____, 2025 YEAS____NAYS____ABSTAIN_____

ATTEST: _____ _____
CITY CLERK MAYOR

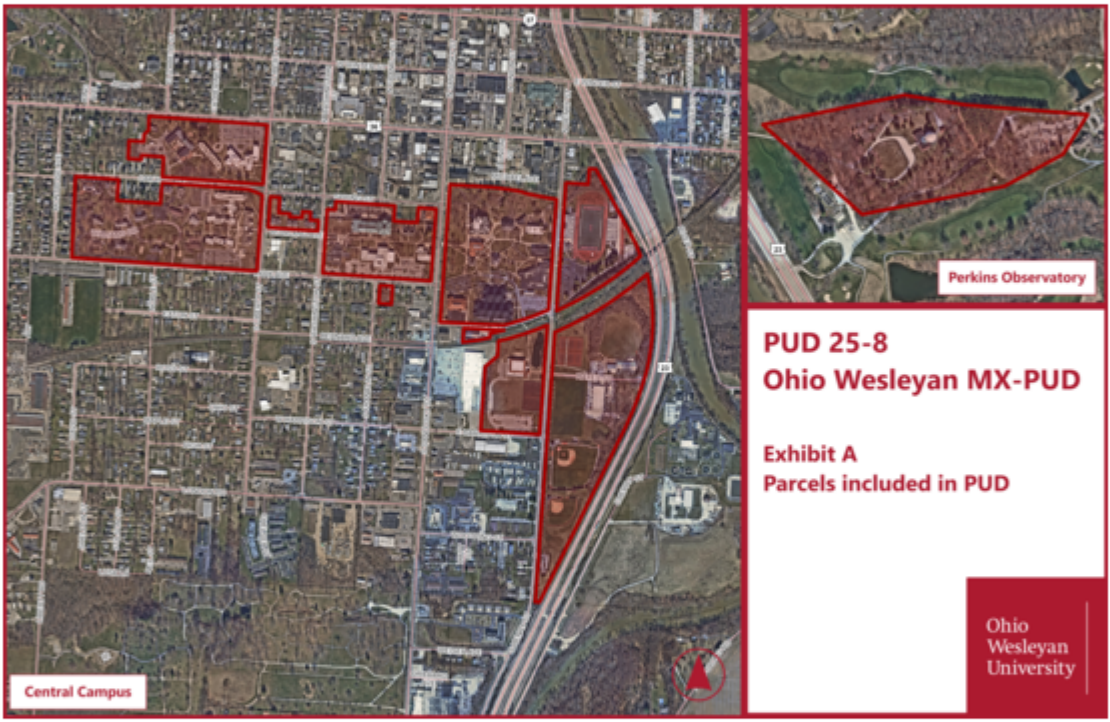

Central Campus
Perkins Observatory
PUD 25-8
Ohio Wesleyan MX-PUD
Exhibit A
Parcels included in PUD
Ohio
Wesleyan
University

Exhibit "B"

Ohio Wesleyan University

Zoning Compliance Review

7/22/22
Signature Date

June 14, 2022

David Efland
Director of Planning & Community Development
City Hall Annex
1 South Sandusky Street
Delaware, Ohio 43015

Re: Trott Tower Sign Install and Comprehensive Sign Plan for Ohio Wesleyan University

Dear David,

I hope this letter finds you well. To expedite the installation of a non-illuminating, exterior projecting sign (Trott Tower) for Smith Hall, I am writing with an update on our progress toward a comprehensive sign plan.

Ohio Wesleyan has hired DaNite Sign Co. to create the comprehensive sign plan to address our current sign inventory and include the aforementioned sign. We appreciate your understanding of our timeframe for this installation. Ohio Wesleyan has no plans to request additional approvals for new sign styles before the City of Delaware receives a completed comprehensive sign plan.

I'm attaching renderings of the Trott Tower sign (option B is the approved size), the approved work order for the comprehensive sign plan, and a work-in-progress proposal developed by DaNite Sign Co.

Please let me know if you need any additional material to secure an approval and allow the production and install of the Trott Tower Sign to move forward.

Sincerely,

Sara Stuntz

Sara Stuntz
Office of University Communications

61 S. Sandusky St., Delaware, OH, 43015 Phone: (740) 368-2000 Web: www.owu.edu

DāNite Sign Co.

1640 Harmon Avenue, Columbus, Ohio 43223-3300 Ph: 614.444.3333 / Fax: 614.444.3026

SIGNAGE FOR POSITIVE PEOPLE DOING POSITIVE THINGS SINCE 1954

DāNite Sign Co. is proud to have won the Consumer Choice Award ten years in a row and to have our **Design.Build.Install.Service** headquarters in Ohio! Most of all, DāNite is proud that you have given us a chance to earn your business! **- The DāNite Sign Co. Team, since 1954.** Thank You, *Tim McCord*, President/Owner

Quote & Contract

Date: 11/18/21

Prepared for: Ohio Wesleyan University

Contract/Quote # : 41140 - Q1

Bill to: 61 S Sandusky St, Delaware, OH 43015

SDC JENNIFER BENDER

Install at: 61 S Sandusky St, Delaware, OH 43015

JOB NAME/PROJECT ID: Comprehensive Sign Plan

jbender@DaNiteSign.com

Attention: Sara Stuntz

DāNite Holdings, LTD proposes to furnish the above named client, hereinafter referred to as "Purchaser", the articles described below, subject to the terms and conditions set forth below and on page (2) hereof.

Description/ Specifications

Quantity	DESCRIPTION	Reference	CODE		Unit Price	Extended Price
1	Retainer to assist with completion of Comprehensive Sign Plan. Includes drawings, photos, survey, sign list, map & final submission/proposal. DaNite fully expects to make substantial progress or complete the Plan within this amount.	P-PROCURE	ITEM	N	5,575.	5,575
	Additional staff time, if needed and agreed upon in advance, will be charged at $110 per hour.	ADD'L TIME	NOTES			
	Terms are payment in advance to establish the Retainer.	TERMS				
	SUBTOTAL		SUBTOTAL			5,575
	DEPOSIT -- To get started all you need to do is sign this quote and the related drawings and submit deposit check				2,788.00	
					SUBTOTAL	$ 5,575.00
					TAX 7.00%	$ -
	[Prices are good for up to 30 days]				TOTAL	$ 5,575.00

No processing fees for ACH, Debit Cards and payment by check. If paid with Credit Card, 2.75% convenience fee will be added.

It is our intention to include everything that can reasonably be determined at the time of this quote, however the Final billed Price may be adjusted for additional charges for: Actual Permit fees, Permit delivery and processing, Permit related engineering, Permit Procurement fees, freight, crating, other governmental fees, updated tax rates, inspection fees, primary wiring, changes due to technical survey and unforeseen installation conditions. See additional terms and conditions p.2.

Initials _____ Please initial this page and sign the last page

DāNite Sign Co. ADDITIONAL TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. DāNite Sign Co. shall not be responsible for errors in plans, designs, specifications or drawings furnished or approved by Purchaser or for defects caused thereby.
2. The Purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this sign and to assume all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises, and for use of all registered trademarks or copyrights used on the sign.
A. All necessary electrical wiring and connections to the sign from the meter and/or fuse panel must be within 3% of rated voltage. Adequate electrical connection box within 6' of each sign installation is responsibility of Purchaser, unless otherwise agreed in writing.
B. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE ROCK, WATER OR OTHER UNPLANNED CONDITIONS ARE ENCOUNTERED.
3. DāNite Sign Co. shall warrant its workmanship for a period of one (1) year. Parts, attachments and accessories not manufactured by DāNite Sign Co. shall carry warranties provided by the respective manufacturer. Purchaser shall be responsible for labor and service charges for replacement of parts, attachments and accessories as needed. In no event shall DāNite Sign Co. be liable for more than the amount paid by the Purchaser under this agreement.
4. Any completed items not shipped or installed on or before 90 days from contract date will be invoiced in full at the designated unit price, and Purchaser hereby agrees to pay said invoice within stated terms. It is agreed that a storage charge shall accrue at the rate of one percent (1%) per month of the price of the sign commencing at the end of said 90-day period. DāNite Sign Co. may opt to invoice each item called for in the proposal separately upon completion, or it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 90 days after completion. In event that size and weight of any item prohibits storage by DāNite Sign Co. on its own property, Purchaser must make arrangements for shipments immediately upon completion.
5. Payment for items purchased under the terms of this contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, Purchaser agrees to pay a service charge on past due amounts from the times they are due, at the rate of 1½% per month. In the event this contract is placed for collection or if collected by suit or through the probate or bankruptcy court, reasonable collection and attorney fees shall be added. Checks submitted electroncially (i.e., email or fax) may be processed for deposit electronically. Payments made by Credit Card will require an additional convenience fee.
6. All applicable taxes payable under the laws of the state into which the property is to be delivered or installed as mentioned herein shall be the responsibility of the Purchaser and, if known, will be added to the invoiced amounts, unless such is paid directly by Purchaser.
7. DāNite Sign Co. will not be responsible for delays in shipments caused by suppliers, transportation services, labor disputes or due to any other circumstances beyond its control.
8. Title to all materials and property covered by this contract shall remain with DāNite Sign Co. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid. DāNite Sign Co. is given an express security interest in said material and property both erected and un-erected not withstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable, DāNite Sign Co. may at once (and without process of law) take possession of and remove, as and when it sees fit and whenever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.
9. It is agreed that this contract shall be construed according to the laws of the state of Ohio.
10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such other agreement or understanding, if any, is specifically incorporated herein in writing. All installation dates communicated are estimated dates and in no event shall DāNite Sign Co. be liable for claims of loss of profit [and/or business opportunity] of Purchaser or of a 3rd party.
11. Signs removed will be scrapped or materials recycled except where an agreement in writing has been executed to store/ preserve the sign.

STANDARD TERMS: 50% down, balance due upon ready to install.

Both parties as noted, herewith accept this contract, with all terms and conditions:

Purchase Agreement - Signatures

Co. Ohio Wesleyan University

Quote # 41140 - Q1

Sign:		Sign:	
Print Name:		Print:	JENNIFER BENDER
Title:		Title:	Sign Design Consultant/ Proj. MGR
Date:		Date:	11/18/2021
Guarantor:			

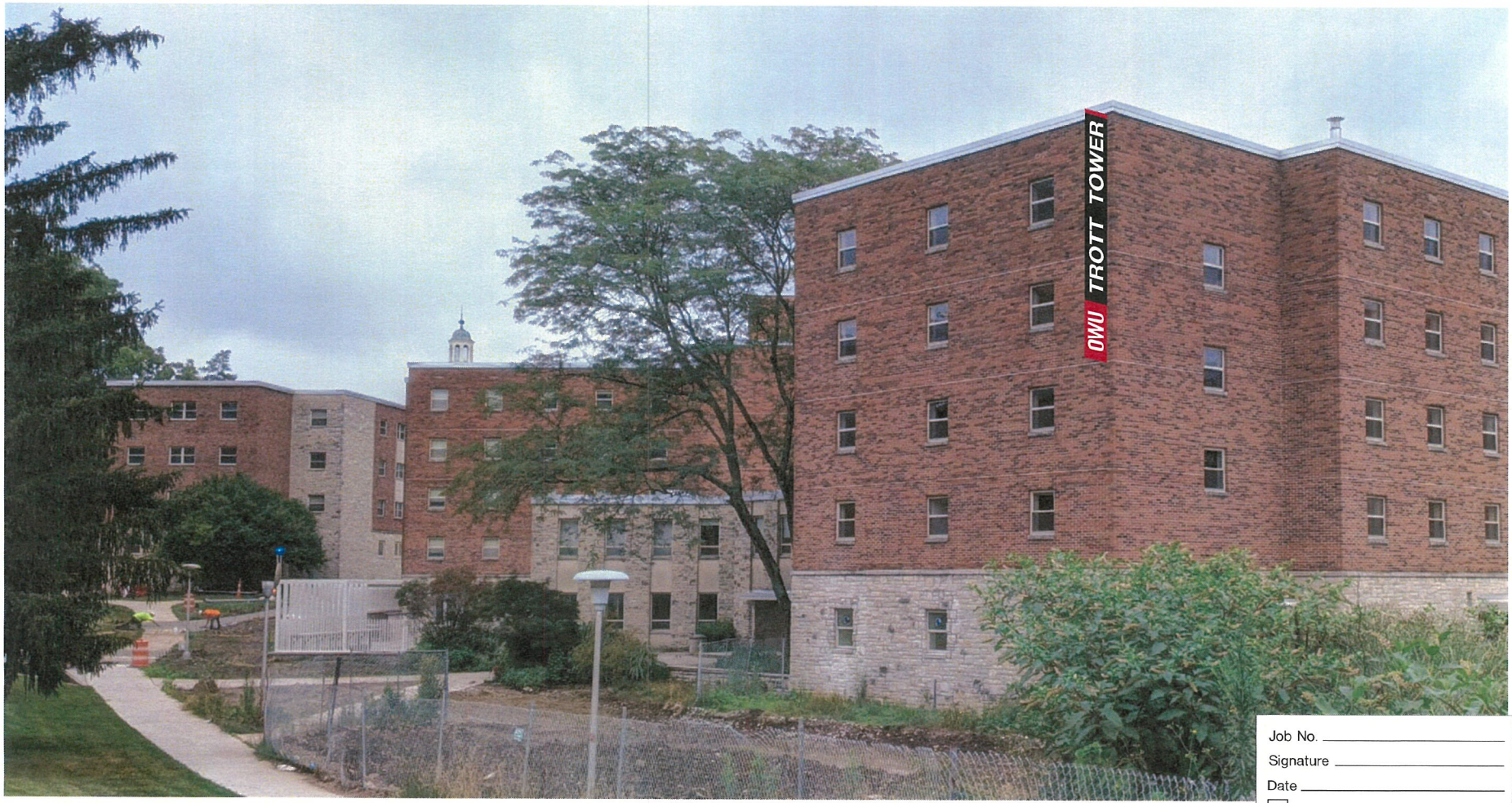
* * Ask about payment options through Geneva Capital * * Geneva Capital

WSA WORLD SIGN ASSOCIATES

DāNite Sign Co.

ISA INTERNATIONAL SIGN ASSOCIATION

PROPOSED SIGNAGE FOR OWU - Trott Tower



Job No. _____

Signature _____

Date _____

☐ OK as is

☐ OK with change

☐ Show revise

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Flag mount sign - 24" width

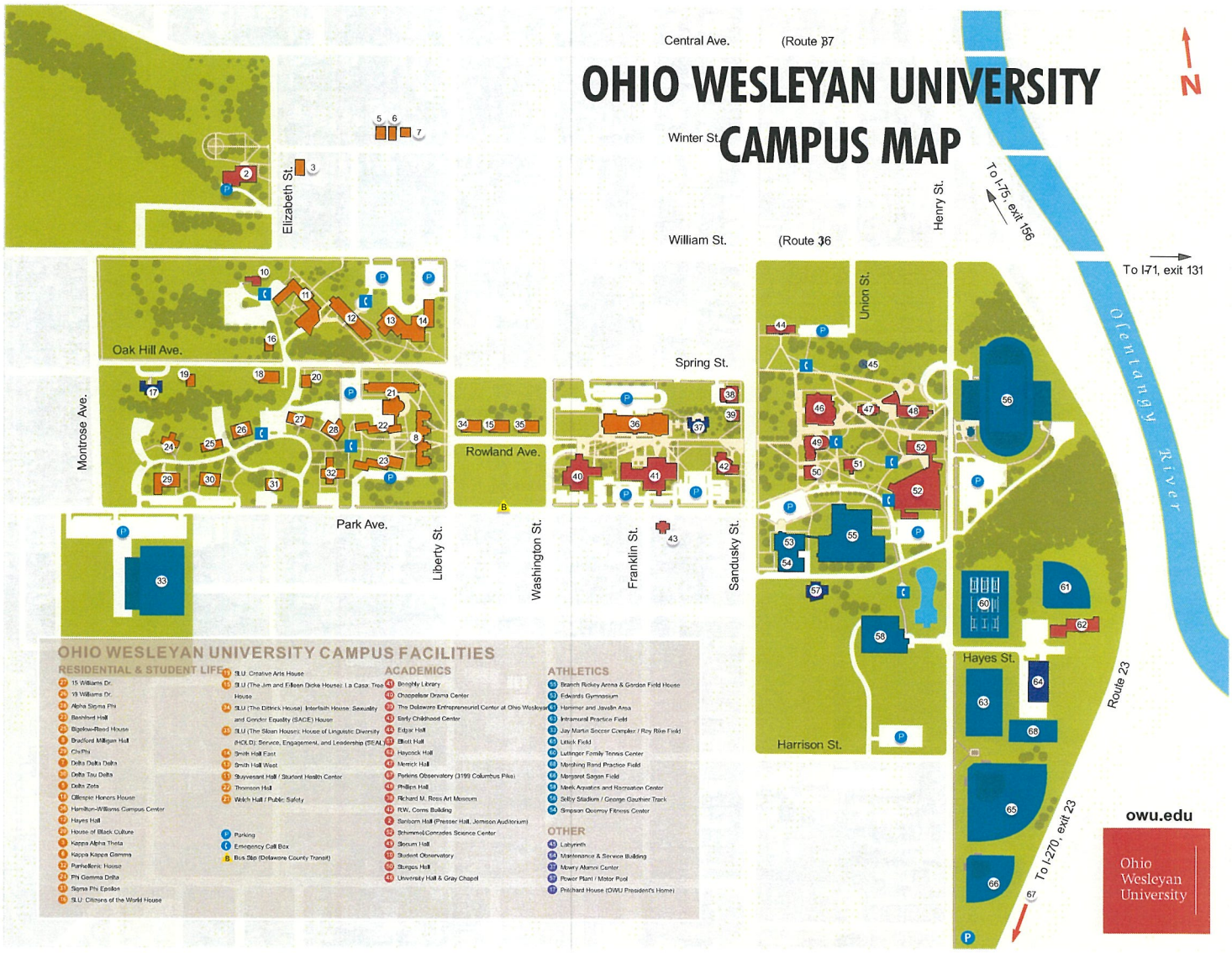
LETTERGRAPHICS
SIGN COMPANY
400 W. Market St. / Orrville, OH 44667 / 330.683.3903 / Fax 330.684.2704 / www.lettergraphicsinc.com / info@lettergraphicsinc.com

DC Doc
4/27/22

COMPREHENSIVE SIGN PLAN



DATED 4/22/2022


OHIO WESLEYAN UNIVERSITY
CAMPUS MAP
Central Ave. (Route 37)
Winter St.
William St. (Route 36)
Henry St.
To I-75, exit 156
To I-71, exit 131
Olentangy River
Elizabeth St.
Oak Hill Ave.
Montrose Ave.
Spring St.
Rowland Ave.
Park Ave.
Liberty St.
Washington St.
Franklin St.
Sandusky St.
Union St.
Harrison St.
Hayes St.
Route 23
To I-270, exit 23
N
owu.edu
Ohio Wesleyan University
OHIO WESLEYAN UNIVERSITY CAMPUS FACILITIES
RESIDENTIAL & STUDENT LIFE
15 Williams Dr.
19 Williams Dr.
Alpha Sigma Phi
Bashford Hall
Bigelow-Reed House
Bradford Milligan Hall
Chi Phi
Delta Delta Delta
Delta Tau Delta
Delta Zeta
Gillespie Honors House
Hamilton-Williams Campus Center
Hayes Hall
House of Black Culture
Kappa Alpha Theta
Kappa Kappa Gamma
Panhellenic House
Phi Gamma Delta
Sigma Phi Epsilon
SLU: Citizens of the World House
SLU: Creative Arts House
SLU (The Jim and Eileen Dicke House): La Casa: Tree House
SLU (The Dittrick House): Interfaith House: Sexuality and Gender Equality (SAGE) House
SLU (The Sloan House): House of Linguistic Diversity (HOLD): Service, Engagement, and Leadership (SEAL)
Smith Hall East
Smith Hall West
Stuyvesant Hall / Student Health Center
Thomson Hall
Welch Hall / Public Safety
Parking
Emergency Call Box
Bus Stop (Delaware County Transit)
ACADEMICS
Beeghly Library
Chappelear Drama Center
The Delaware Entrepreneurial Center at Ohio Wesleyan
Early Childhood Center
Edgar Hall
Elliott Hall
Hayerick Hall
Merrick Hall
Perkins Observatory (3199 Columbus Pike)
Phillips Hall
Richard M. Ross Art Museum
R.W. Corns Building
Sanborn Hall (Presser Hall, Jemison Auditorium)
Schimmel/Comrades Science Center
Slocum Hall
Student Observatory
Sturges Hall
University Hall & Gray Chapel
ATHLETICS
Branch Rickey Arena & Gordon Field House
Edwards Gymnasium
Hammer and Javelin Area
Intramural Practice Field
Jay Martin Soccer Complex / Roy Rike Field
Littich Field
Luttinger Family Tennis Center
Marching Band Practice Field
Margaret Sagan Field
Merk Aquatics and Recreation Center
Selby Stadium / George Gauthier Track
Simpson Quarmby Fitness Center
OTHER
Labyrinth
Maintenance & Service Building
Mowry Alumni Center
Power Plant / Motor Pool
Prichard House (OWU President's Home)

OWU™

POST & PANEL INSTITUTION SIGNS

Institution Identification Sign. A sign displaying the name and/or organization occupying the premises of a public or quasi-public use such as but not limited to: churches and other places of worship, hospitals, public or semi-public recreational facilities, schools.

ALLOWABLE BY CODE: 0.25 SQ FT of square foot of sign area per lineal foot of building along the primary street frontage up to a maximum of 20 sq ft @ 6' OAH for a freestanding pole sign or up to 40 sq ft @ 9' OAH for a freestanding monument sign or up to 60 sq ft @ 15' OAH for a freestanding development identification sign.

CURRENT P&P SIGNS ON CAMPUS:
(33) 36" x 36" @ 5' OAH (9 sq ft)
(2) 24" x 48" @ 5' OAH (8 sq ft)
(1) 12" x 36" @ 30" OAH (3 sq ft)
(1) 24" x 120" @ 54" OAH (20 sq ft)

- PREFERENCE FOR INDV. FREESTANDING BUILDING ID IS 36" X 36" @ 5' OAH P&P SIGN.

- ONE P&P SIGN ALLOWED PER BUILDING PER STREET AND/OR WALKING PATH FRONTAGE.
- A MINIMUM OF 10' SETBACK FROM RIGHT-OF-WAY REQUIRED FOR NEW P&P SIGNS.
- NO LANDSCAPING IS TO BE REQUIRED FOR P&P ID SIGNS, ALTHOUGH PLACEMENT WITHIN LANDSCAPING IS PREFERRED..
- P&P SIGNS ARE TO BE NON-ILLUMINATED OR EXTERNALLY ILLUMINATED

OAH = Overall height

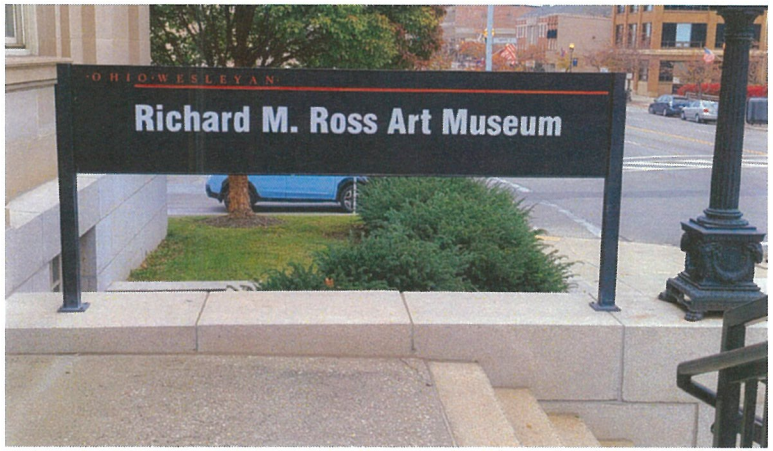
Add digital Sign - All Athletics

OWU™

EXISTING
POST & PANEL INSTITUTION SIGNS



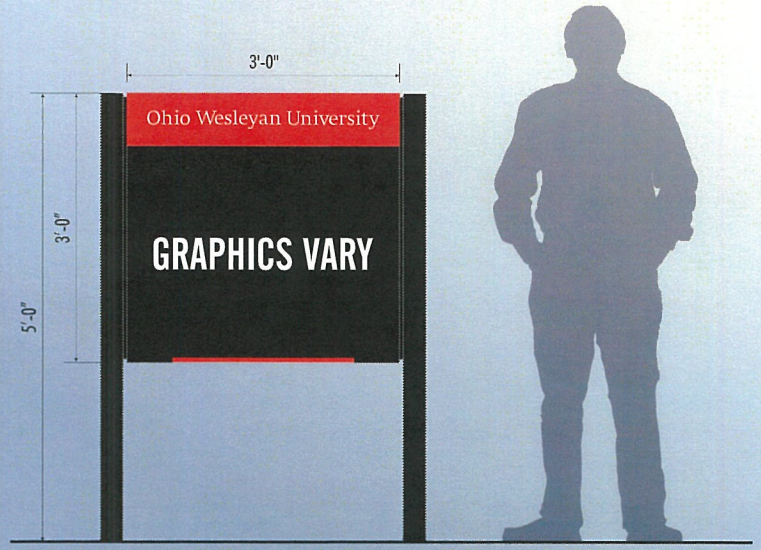




OWU SIGN NAME	SIGN TYPE	SIGN SIZE	OAH	GRAPHIC AREA / SF
Margaret Sagan Field	P&P	24 x 48	58	8
Littick Field (no pic)	P&P	24 x 48	58	8
Haycock Hall - Buildings & Grounds	P&P	36 x 36	58	9
Haycock Hall	P&P	36 x 36	61	9
Selby Stadium #1	P&P	36 x 36	60	9
Selby Stadium #2	P&P	36 x 36	60	9
Powerhouse & Motor Pool	P&P	36 x 36	30	9
Simpson Querry Fitness Center - Edwards Gymnasium	P&P	36 x 36	69	9
Beegley Library #1	P&P	36 x 36	60	9
Beegley Library #2	P&P	36 x 36	60	9
Early Childhood Center	P&P	36 x 36	60	9
Chappelear Drama Center	P&P	36 x 36	60	9
Hamilton Williams Campus Center #1	P&P	36 x 36	60	9
Hamilton Williams Campus Center #2	P&P	36 x 36	60	9
Mowrey Alumni Center	P&P	36 x 36	58	9
R. W. Corns Building	P&P	36 x 36	60	9
Richard M Ross Art Museum	P&P	24 x 120	54	20
Edgar Hall - Werner Art Gallery (no pic)	P&P	36 x 36	58	9
Sturgess Hall	P&P	36 x 36	74	9
University Hall - Gray Chapel	P&P	36 x 36	60	9
Branch Rickley Arena - Gordon Field House #1	P&P	36 x 36	58	9
Branch Rickley Arena - Gordon Field House #2	P&P	36 x 36	58	9
Schimmel Comrades Science Center	P&P	36 x 36	60	9
Phillips Hall	P&P	36 x 36	60	9
Merrick Hall	P&P	36 x 36	58	9
Elliott Hall	P&P	36 x 36	60	9
Sloan House	P&P	36 x 36	60	9
Jim & Eileen Dicke House	P&P	36 x 36	60	9
Dittrick House	P&P	36 x 36	60	9
Alpha Sigma Phi	P&P	36 x 36	60	9
Panehellenic House	P&P	36 x 36	60	9
Phi Delta Theta	P&P	36 x 36	60	9
Delta Tau Delta	P&P	36 x 36	60	9
Bigelow Reed House	P&P	36 x 36	60	9
Chi Phi	P&P	36 x 36	60	9
Phi Gamma Delta	P&P	36 x 36	60	9
Sigma Phi Epsilon	P&P	36 x 36	60	9
Jay Martin Soccer Complex	P&P	36 x 36	60	9
Hartupee House	P&P	12 x 36	30	3
Guillespie House	P&P	36 x 36	60	9
Stuyvesant House	P&P	36 x 36	60	9
Butler A Jones - House of Black Culture	P&P	36 x 36	60	9
Smith Hall #1	P&P	36 x 36	60	9
Smith Hall #2	P&P	36 x 36	60	9
Haynes Hall	P&P	36 x 36	58	9
Hamilton Williams Campus Center	P&P	36 x 36	58	9

36" X 36" POST AND PANEL SIGNS (TYP)

9 SQUARE FEET



#SP&P-A-41140: NON-ILLUMINATED POST AND PANEL SIGNS 3/4" = 1'-0"

- PANELS: ALUMINUM PAINTED BLACK.
- POSTS: 3" X 3" X 1/4" ALUMINUM TUBES.
- GRAPHICS: VINYL -CHANGES PER LOCATION.
- FOUNDATIONS: 12" DIAM X 3'-0" DEEP CAISSON FOUNDATION.

DaNite Sign Co.

Proudly Serving Central Ohio Since 1954

1640 Harmon Ave, Columbus, Ohio, 43223
(614) 444-3333 (FAX) 444-3026
www.danitesign.com

UL LISTED via STANDARD UL48
FILE NO.:E60042 DaNITE SIGN CO.

UL APPLIES TO ILLUMINATED SIGNS ONLY.



EXAMPLE OF EXISTING

COLORS

- OWU RED (PMS 485 RED)
- BLACK
- WHITE

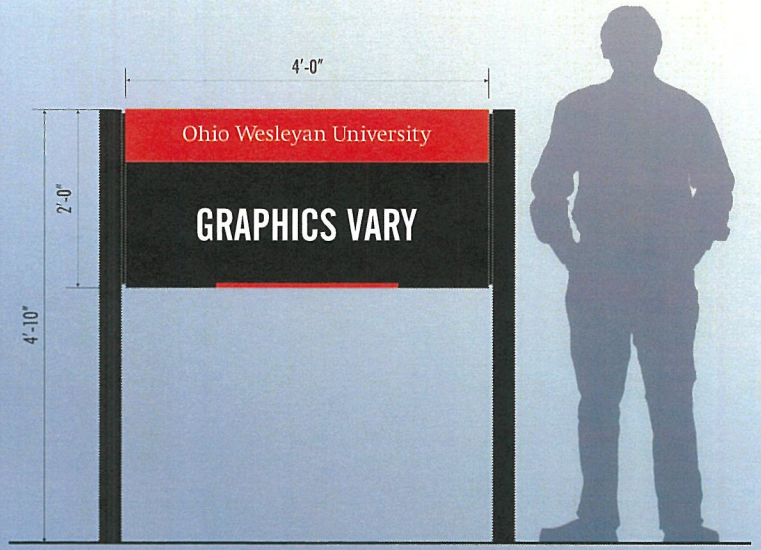
APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY #S1-41140
STREET	61 S SANDUSKY ST
CITY, STATE	DELAWARE, OH
SIGN TYPE	POST AND PANEL
DATE	4/5/22 REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR
DIRECTORY	ANYA > 2022 > O
SCALE	AS NOTED SALE JB DESIGNER AG

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24" X 48" POST AND PANEL SIGNS (TYP)

8 SQUARE FEET



#SP&P-B-41140: NON-ILLUMINATED POST AND PANEL SIGNS 3/4" = 1'-0"

- PANELS: ALUMINUM PAINTED BLACK.
- POSTS: 3" X 3" X 1/4" ALUMINUM TUBES.
- GRAPHICS: VINYL -CHANGES PER LOCATION.
- FOUNDATIONS: 12" DIAM X 3'-0" DEEP CAISSON FOUNDATION.

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EXAMPLE OF EXISTING

COLORS

- OWU RED (PMS 485 RED)
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	POST AND PANEL	

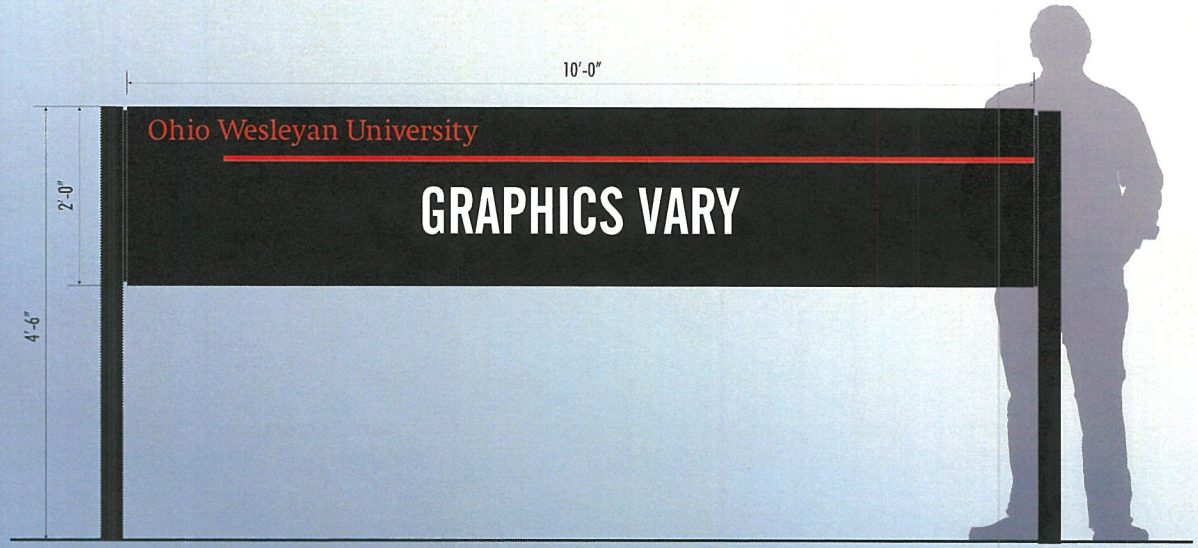
DATE	4/5/22	REV. DATE:	
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR		
DIRECTORY	ANYA > 2022 > 0		

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24" X 120" POST AND PANEL SIGNS (TYP)

20 SQUARE FEET



#SP&P-B-41140: NON-ILLUMINATED POST AND PANEL SIGNS 3/4" = 1'-0"

- PANELS: ALUMINUM PAINTED BLACK.
- POSTS: 3" X 3" X 1/4" ALUMINUM TUBES.
- GRAPHICS: VINYL -CHANGES PER LOCATION.
- FOUNDATIONS: 12" DIAM X 3'-0" DEEP CAISSON FOUNDATION.

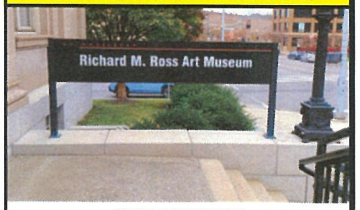
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FILE NO:E60042 DaNITE SIGN CO.

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EXAMPLE OF EXISTING

COLORS

- OWU RED (PMS 485 RED)
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	POST AND PANEL	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

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DIRECTIONAL/INSTRUCTIONAL SIGNAGE

Directional Signs. Traffic and directional signs indicating points of entry or exit for a residential or non-residential facility or off-street parking area, shall permitted without a sign permit, provided:

A. A maximum of one (1) sign is provided for each direction at each access drive to the lot.
B. Signs shall not interfere with safe traffic circulation and shall not interfere with or obstruct the view of drivers entering and exiting streets.
C. Signs are not in a location and do not possess design characteristics that constitute or serve the purposes of identification or advertising signs. However, each directional sign may include a logo to identify the driveway as leading to the appropriate building or uses and to prevent confusion between multiple driveways along a stretch of road.

Instructional Signs. The area of instructional signs that are clearly intended for instructional purposes shall not be included in the total permitted area of identification signs. Such signs shall be permitted without a sign permit, provided:
A. Signs are not larger than necessary to serve the intended instructional purpose.
B. Signs shall not interfere with safe traffic circulation and shall not interfere with or obstruct the view of drivers exiting onto streets.
C. Signs are not in a location and do not possess design characteristics that constitute or serve the purposes of identification or advertising signs.
D. There is no maximum number of instructional signs permitted on a site, provided the signs provided are necessary and reasonable in number, as determined by the Planning Commission.

- STANDARD SIZE FOR OWU DIRECTIONAL: 24" x 24" @ 3' 6" OAH
- LARGE SIZE FOR OWU FOR FREESTANDING DIRECTIONAL IS 36" X 36" @ 5' OAH.

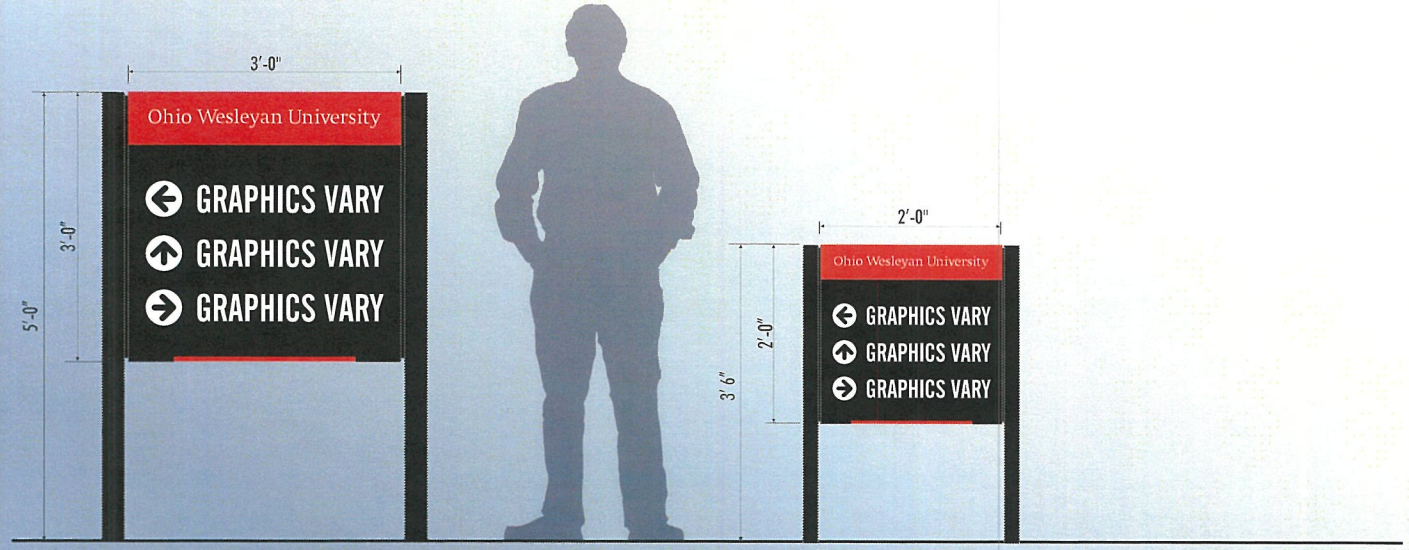
EXISTING DIRECTIONAL OR INSTRUCTIONAL SIGNAGE



OWU SIGN NAME	SIGN TYPE	SIGN SIZE	OAH	GRAPHIC AREA / SF
Directory - Main Wayfinding	WAYFINDING (PED)	36-1/5 x 45	77	11.4

VEHICULAR DIRECTIONAL SIGN 36" X 36" POST AND PANEL SIGNS (TYP)

9 SQUARE FEET
9 SQUARE FEET
4 SQUARE FEET



#SP&P-A-41140: NON-ILLUMINATED POST AND PANEL SIGNS 3/4" = 1'-0"

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EXAMPLE OF EXISTING

COLORS

- OWU RED (PMS 485 RED)
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY #S1-41140
STREET	61 S SANDUSKY ST
CITY, STATE	DELAWARE, OH
SIGN TYPE	POST AND PANEL

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

SCALE AS NOTED SALE JB DESIGNER AG

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PEDESTRIAN DIRECTORY SIGN

11.4 SQUARE FEET



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EXISTING STOREFRONT

COLORS

- OWU RED (PMS 485 RED)
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY #S1-41140
STREET	61 S SANDUSKY ST
CITY, STATE	DELAWARE, OH
SIGN TYPE	POST AND PANEL

DATE	4/5/22	REV. DATE:	
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR		
DIRECTORY	ANYA > 2022 > 0		

SCALE	AS NOTED	SALE	JB	DESIGNER	AG

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BUILDING SIGNS / WALL SIGNS

Business/Institution Identification Signs Attached to Building shall be permitted as follows:

ALLOWED PER BUILDING ON CAMPUS: 0.5 square foot of sign area per lineal foot of building unit along the primary street frontage, per street frontage, parking lot, or walking path.

1. The total sign area permitted shall be the sum of all identification signs attached to a building including wall signs, marquee signs, and awning or canopy signs larger than six (6) square feet, based on the allowances provided in this chapter for each building unit.
2. The maximum total area for signs attached to a building shall be 100 square feet per building unit, unless bonus wall sign area is permitted pursuant to Section 1165.06© for setbacks in excess of 250' from right-of-way.
3. Wall Signs. Each building unit shall be permitted one (1) wall sign per street frontage or rear/side parking lot frontage, or pedestrian walking path. Not more than four (4) wall signs shall be permitted on any one building unit.
4. Awning or Canopy Signs. Awning signs with graphics over six (6) inches in height or over six (6) square feet in area or with illumination shall be considered a business identification sign and included in calculating the total area for identification signs attached to a building. Except for internally lighted graphic areas, awnings shall not be internally lighted.

© Additional Allowances for Identification Sign Area. Additional identification sign area is permitted for Large Building Setbacks: When a building has a setback greater than 250 feet.
A. The additional sign area shall not exceed one-quarter (.25) square foot per lineal foot of primary street frontage of the building, not to exceed an additional twenty-five (25) square feet of sign area, and only in the form of wall signs.

LANDSCAPING WALL SIGNS: 12" TALL NON-ILLUMIANTED OR EXTERNALLY ILLUMIANTED DIMENSIONAL LETTERS PAINTED DARK / DURONODIC BRONZE (OR BLACK).

EXISTING
BUILDING SIGNS / WALL SIGNS

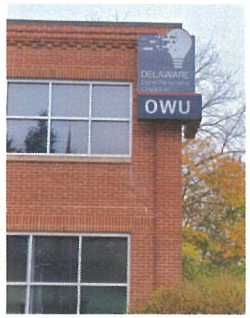




OWU SIGN NAME	SIGN TYPE	SIGN SIZE	OAH	GRAPHIC AREA / SF
Meek Aquatic & Recreation (on building wall)	DIM'L LTRS	12 x 330	144	27.5
Ohio Wesleyan University (on grounds wall)	DIM'L LTRS	12 x 268	36	22.33
Luttinger Family Tennis Courts	DIM'L LTRS	12 x 330	36	27.5
Selby Field 1929	DIM'L LTRS	24" ltrs	360	50
Branch Rickley Arena	DIM'L LTRS	9.25 x 150	120	9.6
Bradford Milligan Hall	DIM'L LTRS	9" ltrs x 135	276	19.68
Bleachers - Ohio Wesleyan University (interior)	DIM'L LTRS	24" ltrs x 306.25	504	114.8
Battling Bishops Athletic Directors (Ltrs & (6) 18x24 plaques)	DIM'L LTRS	4-1/2" ltrs x 120	75.5	3.75
Bleachers @ Selby Stadium (interior)	DIM'L LTRS	12" ltrs x 144	408	12
Schimmel Comrades Science Center	DIM'L LTRS - WALL SIGN	55 x 176	270	67.2
Simpson Querry Fitness Center	HALO ILLUM LTRS	18 x 400	288	50
OWU - channel letters	ILLUM CH LTRS	36 x 114	174	28.5
Delaware Entreprenurial Center	PROJ - ILLUM	72 x 48	312	24
Charles Elihu Slocum Library	STONE ETCHED LTRS	12 X 204	17	192
Bradford Milligan Hall	STONE ETCHED LTRS	8" ltrs x 142	116	23.67
Welcome to Ohio Wesleyan University Selby Stadium	WALL PAN - 1" DP	21 x 80	141	11.6
Ohio Wesleyan University #1	WALL PAN - 1" DP	16 x 76	36	8.4
Ohio Wesleyan University #2	WALL PAN - 1" DP	16 x 76	36	8.4
Welcome to Ohio Wesleyan w-logo seal	WALL PAN - 1" DP	45.5 x 150.5	170	47.6
Welcome to Ohio Wesleyan University	WALL PAN - 1" DP	36 x 151	156	37.75









12" TALL DIMENSIONAL LETTERS (TYP) ON LANDSCAPING WALLS

1'-0"

OHIO WESLEYAN UNIVERSITY

1'-0"

LUTTINGER FAMILY TENNIS...

#SDIM LTRS-41140: NON-ILLUMINATED DIMENSIONAL LETTERS 1/2" = 1'-0"

- LETTERS: 1 1/2" DEEP FABRICATED OR CAST ALUMINUM OR STAINLESS STEEL LETTERS.
- PAINT COLOR: DURANODIC BRONZE
- PIN MOUNT FLUSH TO WALL SURFACE.



LETTER EXAMPLE

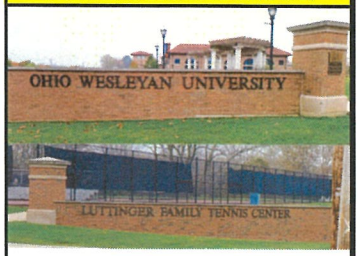
DaNite Sign Co.

Proudly Serving Central Ohio Since 1954

1640 Harmon Ave, Columbus, Ohio, 43223
(614) 444-3333 (FAX) 444-3026
www.danitesign.com

UL LISTED via STANDARD UL48
FILE NO:E60042 DaNITE SIGN CO.

UL APPLIES TO ILLUMINATED SIGNS ONLY.



EXAMPLE OF EXISTING

COLORS

DURANODIC BRONZE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	CAST LETTERS	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	
SCALE	AS NOTED	SALE JB DESIGNER AG

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9" TALL DIMENSIONAL LETTERS (TYP) ON LANDSCAPING WALL/MONUMENT
EXTERNALLY ILLUMINATED

16'-3 3/4"

9"

OHIO WESLEYAN UNIVERSITY

#SDIM LTRS-41140: NON-ILLUMINATED DIMENSIONAL LETTERS 3/4" = 1'-0"

- LETTERS: 1 1/2" DEEP FABRICATED OR CAST ALUMINUM OR STAINLESS STEEL LETTERS.
- PAINT COLOR: DURANODIC BRONZE
- PIN MOUNT FLUSH TO WALL SURFACE.



LETTER EXAMPLE

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EXAMPLE OF EXISTING

COLORS

DURANODIC BRONZE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	CAST LETTERS	

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > O	

SCALE AS NOTED SALE JB DESIGNER AG

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12" TALL DIMENSIONAL LETTERS (TYP) ON BUILDING WALLS

1'-0"

OHIO WESLEYAN UNIVERSITY

1'-0"

MEEK AQUATICS AND....

#SDIM LTRS-41140: NON-ILLUMINATED DIMENSIONAL LETTERS 1/2" = 1'-0"

- LETTERS: 1 1/2" DEEP FABRICATED OR CAST ALUMINUM OR STAINLESS STEEL LETTERS.
- PAINT COLOR: DURANODIC BRONZE
- PIN MOUNT FLUSH TO WALL SURFACE.



LETTER EXAMPLE

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FILE NO:E60042 DaNITE SIGN CO.
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EXAMPLE OF EXISTING

COLORS

DURANODIC BRONZE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	CAST LETTERS	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	
SCALE	AS NOTED	SALE JB DESIGNER AG

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OTHER DIMENSIONAL LETTERS (TYP) ON BUILDING WALLS

2'-0"

SELBY FIELD

FONT IS AN APPROXIMATION

#SDIM LTRS-41140: FLAT CUT ALUMINUM LETTERS 1/2" = 1'-0"

- LETTERS: 1/4" THICK FLAT CUT ALUMINUM.
- PAINT COLOR: BLACK.
- PIN MOUNT ON STAND-OFFS.

9 1/4"

BRANCH RICKEY ARENA

#SDIM LTRS-41140: FLAT CUT ALUMINUM LETTERS 3/4" = 1'-0"

- LETTERS: 1/4" THICK FLAT CUT ALUMINUM.
- PAINT COLOR: WHITE.
- PIN MOUNT FLUSH TO WALL SURFACE.

4 1/2"

BATTLING BISHOPS ATHLETIC DIRECTORS

#SDIM LTRS-41140: FLAT CUT ALUMINUM LETTERS 1" = 1'-0"

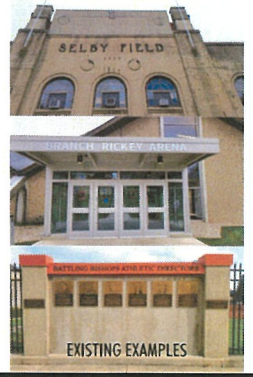
- LETTERS: 1/4" THICK FLAT CUT ALUMINUM.
- PAINT COLOR: BLACK.
- PIN MOUNT FLUSH TO WALL SURFACE.

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COLORS

■ BLACK ☐ WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	FLAT CUT LETTERS	

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

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STONE ETCHED DIMENSIONAL LETTERS (TYP) ON BUILDING WALLS

1'-0"

SLOCUM LIBRARY

#SDIM LTRS-41140: ETCHED STONE LETTERS 3/4" = 1'-0"

- LETTERS: ETCHED INTO STONE.
- ALTERNATIVE FOR FUTURE SIGNS - ROUTED HDU PANELS.

9"

BRADFORD MILLIGAN HALL

8"

BRANFORD MILLIGAN HALL

#SDIM LTRS-41140: ETCHED STONE LETTERS 3/4" = 1'-0"

- LETTERS: ETCHED INTO STONE AND PAINTED BLACK.
- ALTERNATIVE FOR FUTURE SIGNS - ROUTED HDU PANELS.

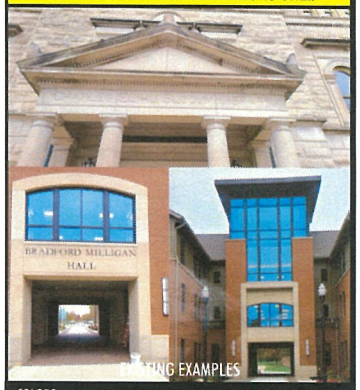
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EXISTING EXAMPLES

COLORS

BLACK

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	ETCHED LETTERS	

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

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CUSTOM DIMENSIONAL LETTERS - NON-ILLUMINATED WALL SIGN

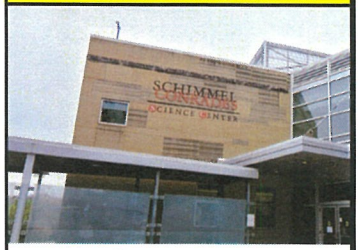


#SDIM LTRS-41140: NON-ILLUMINATED DIMENSIONAL LETTERS 3/8" = 1'-0"

- LETTERS: FLAT CUT 1/2" THICK ALUMINUM LETTERS.
- PAINT COLOR: CUT BLACK, WHITE, AND RED LETTERS.
- PIN MOUNT FLUSH TO WALL SURFACE.

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EXAMPLE OF EXISTING

COLORS

- OWU RED
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

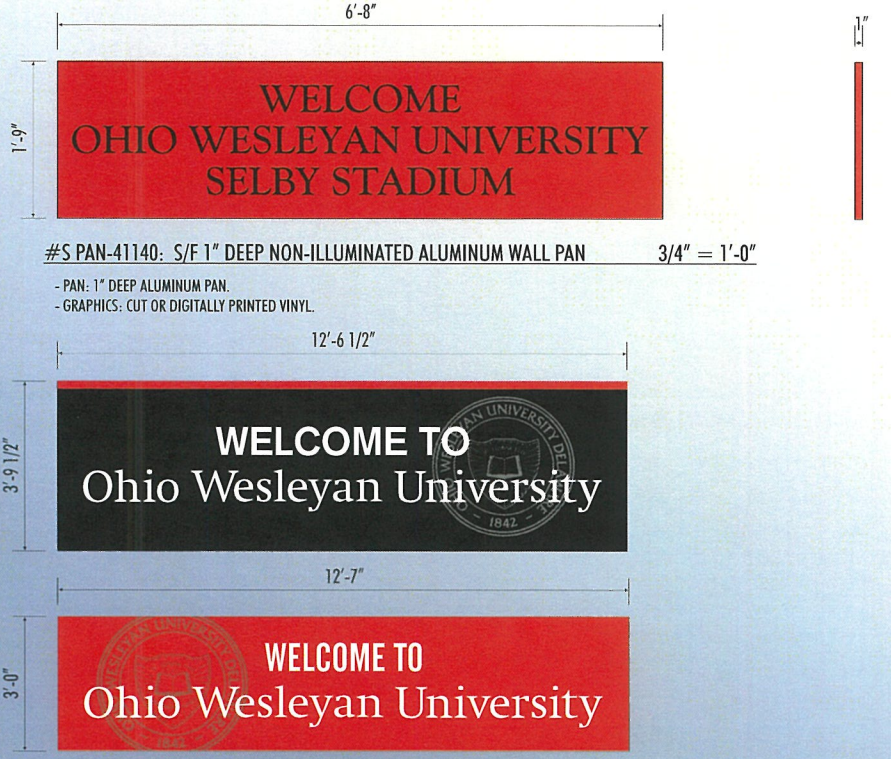
JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	FLAT CUT LETTERS	

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

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NON-ILLUMINATED 1" DEEP WALL PAN (TYP) ON BUILDING WALL



#S PAN-41140: S/F 1" DEEP NON-ILLUMINATED ALUMINUM WALL PAN 3/4" = 1'-0"

- PAN: 1" DEEP ALUMINUM PAN.
- GRAPHICS: CUT OR DIGITALLY PRINTED VINYL.

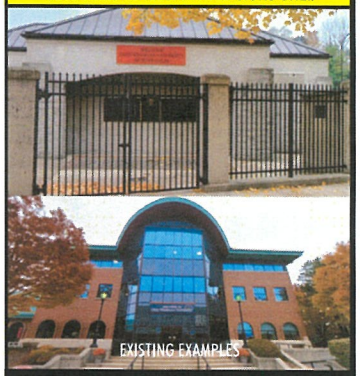
#S PAN-41140: S/F 1" DEEP NON-ILLUMINATED WALL PANS WITH FLEX FACE 3/8" = 1'-0"

- PAN: 1" DEEP ALUMINUM TUBE FRAME.
- FACE: FLEX FACE.
- GRAPHICS: CUT OR DIGITALLY PRINTED VINYL.



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COLORS

RED BLACK WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY #S1-41140
STREET	61 S SANDUSKY ST
CITY, STATE	DELAWARE, OH
SIGN TYPE	WALL SIGNS
DATE	4/5/22 REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR
DIRECTORY	ANYA > 2022 > 0
SCALE	AS NOTED SALE JB DESIGNER AG

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18" TALL HALO ILLUMINATED LETTERS (TYP) ON BUILDING WALLS

SIMPSON QUERRY FITNESS CENTER

1'-6"

SIMPSON QUERRY FITNESS CENTER

#S HALO LETTERS-41140: HALO-ILLUMINATED CHANNEL LETTERS 1/2" = 1'-0"

- LETTERS: 3" DEEP ALUMINUM LETTERS PAINTED DURANODIC BRONZE OR BLACK, MOUNTED ON STANDOFFS.
- ILLUMINATION: WHITE LED.

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EXISTING EXAMPLE

COLORS

DURANODIC BRONZE

APPROVED-CUSTOMER DATE

COSA | ISA International Sign Association | MSA | WSA World Sign Associates

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	HALO-LIT LETTERS	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

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ILLUMINATED CHANNEL LETTERS (TYP) ON BUILDING WALLS



#S CHANNEL LETTERS-41140: FACE-ILLUMINATED CHANNEL LETTERS 3/8" = 1'-0"

- LETTERS: PAINTED ALUMINUM RETURNS.
- LETTER FACES: WHITE ACRYLIC WITH TRIM-CAP AND VINYL OVERLAY.
- ILLUMINATION: WHITE LED.

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FILE NO:E60042 DaNITE SIGN CO.
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EXISTING EXAMPLE

COLORS

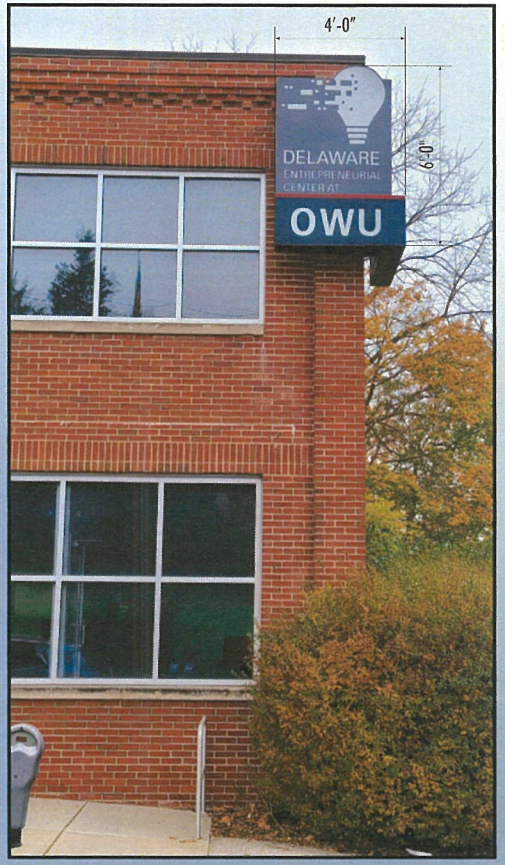
- OWU RED
- BLACK
- WHITE

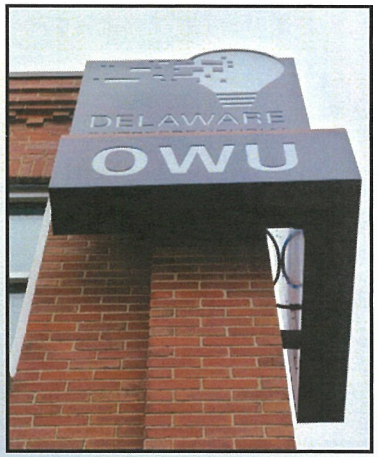
APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	CHANNEL LETTERS	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	
SCALE	AS NOTED	SALE JB DESIGNER AG

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ILLUMINATED WALL SIGN (CUSTOM) ON BUILDING WALLS





UNDERSIDE OF SIGN

#S WALL SIGN-41140: CORNER MOUNT ILLUMINATED WALL SIGN 1/4" = 1'-0"

- CABINET: FABRICATED ALUMINUM PAINTED GRAY AND BLACK.
- GRAPHICS: ROUTED AND BACKED WITH WHITE ACRYLIC.
- ILLUMINATION: WHITE LED.

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COLORS

- OWU RED
- BLACK
- WHITE
- DARK GRAY

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	WALL SIGN	

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > O	

SCALE AS NOTED SALE JB DESIGNER AG

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PROJECTING WALL SIGNS

Business/Institution Identification Signs Attached to Building shall be permitted as follows:

ALLOWED PER BUILDING ON CAMPUS: 0.5 square foot of sign area per lineal foot of building unit along the primary street frontage, per street frontage, parking lot or walking path.

1. The total sign area permitted shall be the sum of all identification signs attached to a building including wall signs, marquee signs, and awning or canopy signs larger than six (6) square feet, based on the allowances provided in this chapter for each building unit.
2. The maximum total area for signs attached to a building shall be 100 square feet per building unit, unless bonus wall sign area is permitted pursuant to Section 1165.06© for setbacks in excess of 250' from right-of-way.
3. Wall Signs. Each building unit shall be permitted one (1) wall sign per street frontage or rear/side parking lot frontage, or pedestrian walking path. Not more than four (4) wall signs shall be permitted on any one building unit.
4. Awning or Canopy Signs. Awning signs with graphics over six (6) inches in height or over six (6) square feet in area or with illumination shall be considered a business identification sign and included in calculating the total area for identification signs attached to a building. Except for internally lighted graphic areas, awnings shall not be internally lighted.

© Additional Allowances for Identification Sign Area. Additional identification sign area is permitted for Large Building Setbacks: When a building has a setback greater than 250 feet.
A. The additional sign area shall not exceed one-quarter (.25) square foot per lineal foot of primary street frontage of the building, not to exceed an additional twenty-five (25) square feet of sign area, and only in the form of wall signs.

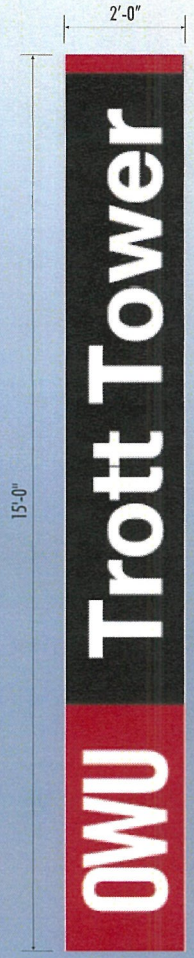
PROPOSED
PROJECTING WALL SIGN

OWU SIGN NAME	SIGN TYPE	SIGN SIZE	OAH	GRAPHIC AREA / SF
TROTT TOWER (proposed)	PROJ - NON-ILLUM	2' x 15'	50' +/-	30

OWU™

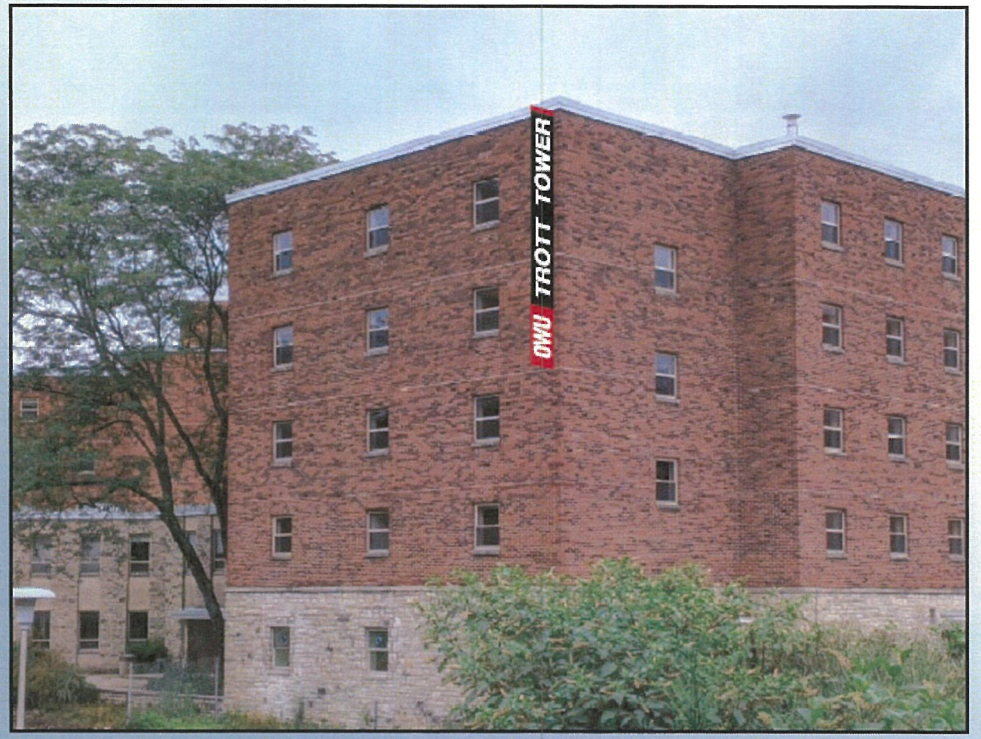
NON-ILLUMINATED BLADE SIGN ON BUILDING WALL

ENGINEERING REQUIRED



#S BLADE-41140: D/F NON-ILLUMINATED BLADE SIGN 1/2" = 1'-0"

- BODY: FABRICATED ALUMINUM PAINTED BLACK.
- GRAPHICS: CUT WHITE AND RED NEON.



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FILE NO:E60042 DaNITE SIGN CO.
UL APPLIES TO ILLUMINATED SIGNS ONLY.

EXISTING STOREFRONT

COLORS
- RED
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	BLADE SIGN	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

SCALE AS NOTED SALE JB DESIGNER AG

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FREESTANDING MONUMENT SIGNS

Institution Identification Sign. A sign displaying the name and/or organization occupying the premises of a public or quasi-public use such as but not limited to: churches and other places of worship, hospitals, public or semi-public recreational facilities, schools.

ALLOWABLE BY CODE: 0.25 SQ FT of square foot of sign area per lineal foot of building along the primary street frontage up to a maximum of 20 sq ft @ 6' OAH for a freestanding pole sign or up to 40 sq ft @ 9' OAH for a freestanding monument sign or up to 60 sq ft @ 15' OAH for a freestanding development identification sign.

- PREFERENCE FOR INDV. FREESTANDING MONUMENT SIGN IS 50 sq ft @ 9' MAX

CURRENT SIGNS ONSITE:
(2) 49 sq ft @ 52" OAH - externally illuminated
(2) 8 sq ft @ 36" OAH non-illuminated
(1) 27 sq ft @ 40" OAH - externally illumianted

- ONE P&P SIGN ALLOWED PER BUILDING PER STREET AND/OR WALKING PATH FRONTAGE.
- A MINIMUM OF 10' SETBACK FROM RIGHT-OF-WAY REQUIRED FOR NEW P&P SIGNS.
- NO LANDSCAPING IS TO BE REQUIRED FOR P&P ID SIGNS, ALTHOUGH PLACEMENT WITHIN LANDSCAPING IS PREFERRED..
- P&P SIGNS ARE TO BE NON-ILLUMINATED OR EXTERNALLY ILLUMINATED

OWU™

EXISTING
FREESTANDING MONUMENT SIGNS

OWU SIGN NAME	SIGN TYPE	SIGN SIZE	OAH	GRAPHIC AREA / SF
Ohio Wesleyan University (@Simpson - curved wall)	MONUMENT - EXT-ILLUM	9 x 200 (ltrs)	24	12.5
Chappelear Drama Center	MONUMENT - EXT-ILLUM	18 x 216 (8" h ltrs)	40	27
Ohio Wesleyan University - MAIN SIGN	MONUMENT - EXT-ILLUM	36-1/2 x 192-1/2	52	48.8
Ohio Wesleyan University #1	WALL PAN - 1" DP	16 x 76	36	8.4
Ohio Wesleyan University #2	WALL PAN - 1" DP	16 x 76	36	8.4
Welcome to Ohio Wesleyan w-logo seal	WALL PAN - 1" DP	45.5 x 150.5	170	47.6
Welcome to Ohio Wesleyan University	WALL PAN - 1" DP	36 x 151	156	37.75

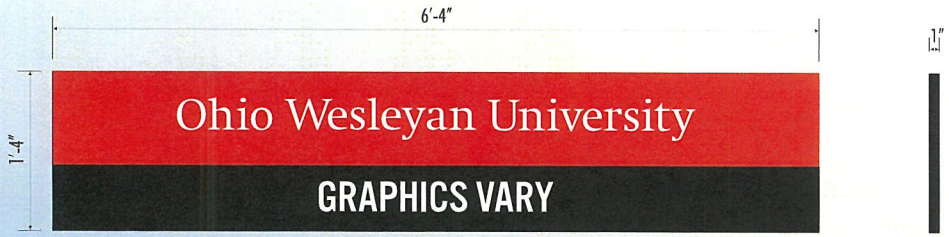








NON-ILLUMINATED 1" DEEP WALL PAN (TYP) ON LANDSCAPING / MONUMENT WALL



#SPAN-41140: S/F 1" DEEP NON-ILLUMINATED ALUMINUM WALL PAN 3/4" = 1'-0"

- PAN: 1" DEEP ALUMINUM PAN.
- GRAPHICS: CUT OR DIGITALLY PRINTED VINYL.

DaNite Sign Co.

Proudly Serving Central Ohio Since 1954

1640 Harmon Ave, Columbus, Ohio, 43223
(614) 444-3333 (FAX) 444-3026
www.danitesign.com

UL LISTED via STANDARD UL48
FILE NO.:E60042 DaNITE SIGN CO.

UL APPLIES TO ILLUMINATED SIGNS ONLY.



EXISTING EXAMPLE

COLORS

- RED
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

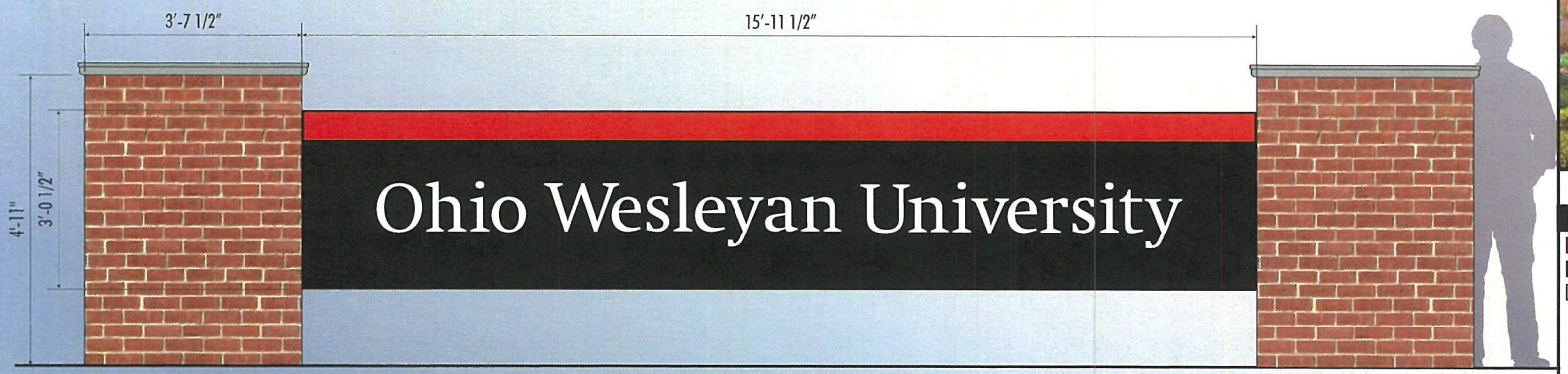
JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	PAN	

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > O	

SCALE AS NOTED SALE JB DESIGNER AG

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EXTERNALLY ILLUMINATED MONUMENT SIGN (TYP)



#S MONUMENT-41140: S/F EXTERNALLY ILLUMINATED MONUMENT SIGNS WITH BRICK COLUMNS 1/2" = 1'-0"

- CABINET: FABRICATED ALUMINUM PAINTED BLACK.
- GRAPHICS: CUT RED AND WHITE VINYL.
- COLUMNS: REAL BRICK MASONRY.
- ILLUMINATION: EXTERNAL SPOTLIGHTS.

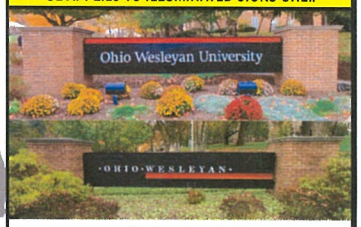
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www.danitesign.com

UL LISTED via STANDARD UL48
FILE NO.:E60042 DaNITE SIGN CO.

UL APPLIES TO ILLUMINATED SIGNS ONLY.



EXISTING EXAMPLES

COLORS

- RED
- BLACK
- WHITE

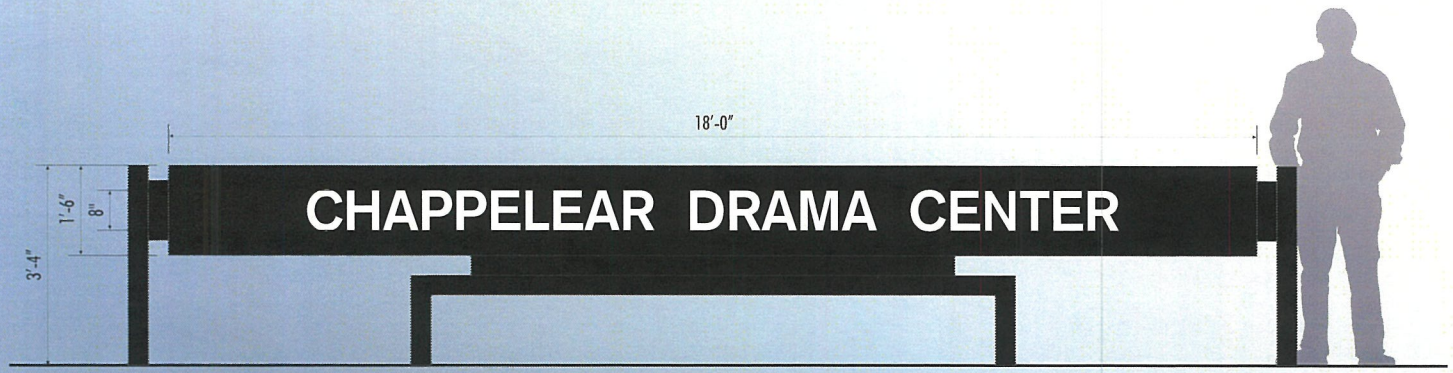
APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	MONUMENT	

DATE	4/5/22	REV. DATE:	
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR		
DIRECTORY	ANYA > 2022 > 0		
SCALE	AS NOTED	SALE JB	DESIGNER AG

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D/F EXTERNALLY ILLUMINATED MONUMENT SIGN



#S MONUMENT-41140: D/F EXTERNALLY ILLUMINATED MONUMENT SIGN 1/2" = 1'-0"

- CABINET: FABRICATED ALUMINUM PAINTED BLACK.
- GRAPHICS: CUT WHITE VINYL.
- POSTS: 4" X 4" METAL TUBES.
- ILLUMINATION: EXTERNAL SPOTLIGHTS.

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UL LISTED via STANDARD UL48
FILE NO:E60042 DaNITE SIGN CO.

UL APPLIES TO ILLUMINATED SIGNS ONLY.



EXISTING EXAMPLE

COLORS

- ■ BLACK
- □ WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	MONUMENT	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	
SCALE	AS NOTED	SALE JB DESIGNER AG

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SIGNS NOT REQUIRING A PERMIT

--TEMPORARY 1-1/2" x 4" BANNERS ON PERMANENT BRACKET ARMS
- WINDOW / DOOR VINYL LESS THAN 3 SQ FT, OR LESS THAN 20% OF THE WINDOW
- FLAT, NON-ILLUMIANTED BUILDING SIGNS LESS THAN 10 SQ FT
- 12 x 18 PARKING OR SITE SIGNS
- TEMP A-FRAME SIGNS FOR SPECIAL EVENT PARKING OR DIRECTIONS



SIGNS NOT REQUIRING A PERMIT





OWU SIGN NAME	SIGN TYPE	SIGN SIZE	OAH	GRAPHIC AREA / SF
Permit Parking (various, campus wide)	PKG	12x18	60	1.5
Temp/Seasonal Banners	BANNER	48" x 18"	144	6
Scene Shop	FLAT	22 x 40	11	6
Patron Entrance / No Parking #1	FLAT	19.5 x 25.5	60	3.5
Patron Entrance / No Parking #2	FLAT	19.5 x 25.5	60	3.5
Office of Admission	DOOR VINYL (TEMP)	17.5 x 25.5		3
Door Vinyl	DOOR VINYL	12 x 12 / 12 x 16	50	1
Selby Stadium - Mascot logo (interior)	FLAT	51 x 60	72	21.25
Selby Stadium - OWU logo square (interior)	FLAT	48 x 48	192	16











NON-ILLUMINATED FLAT WALL SIGNS



#S WALL SIGN-41140: S/F NON-ILLUMINATED WALL SIGNS 1" = 1'-0"

- WALL SIGNS: ALUMINUM PAINTED BLACK.
- GRAPHICS: CUT WHITE VINYL.

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EXISTING EXAMPLES

COLORS

- BLACK
- WHITE

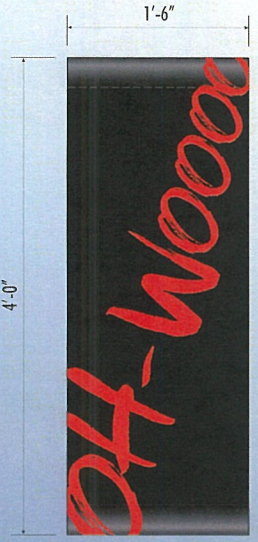
APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY #S1-41140
STREET	61 S SANDUSKY ST
CITY, STATE	DELAWARE, OH
SIGN TYPE	WALL SIGNS
DATE	4/5/22 REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR
DIRECTORY	ANYA > 2022 > 0

SCALE AS NOTED SALE JB DESIGNER AG

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48" X 18" BANNERS (TYP)





WALL MOUNT



POLE MOUNT

#SBANNER-41140: BANNERS WITH POLE POCKETS 1" = 1'-0"

- BANNERS: BANNERS WITH 3" POLE POCKETS.
- GRAPHICS: DIGITALLY PRINTED - ACTUAL GRAPHICS WILL VARY.

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FILE NO:E60042 DaNITE SIGN CO.
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EXISTING STOREFRONT

COLORS

- RED
- BLACK
- WHITE

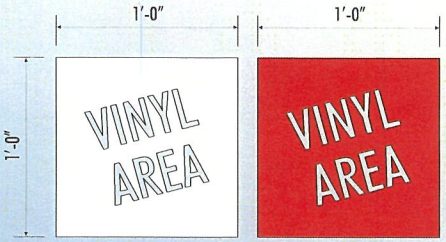
APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY #S1-41140
STREET	61 S SANDUSKY ST
CITY, STATE	DELAWARE, OH
SIGN TYPE	BANNER
DATE	4/5/22 REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR
DIRECTORY	ANYA > 2022 > 0

SCALE AS NOTED SALE JB DESIGNER AG

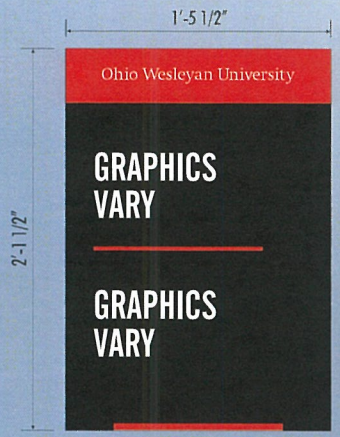
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PERMANENT DOOR VINYL & TEMPORARY DOOR VINYL (TYP)



#S VINYL-41140: PERMANENT DOOR VINYL 1 1/2" = 1'-0"

- GRAPHICS: CUT WHITE OR RED VINYL.
- APPLICATION: FIRST SURFACE.



#S VINYL-41140: TEMPORARY DOOR VINYL 1 1/2" = 1'-0"

- GRAPHICS: DIGITALLY PRINTED VINYL.
- APPLICATION: FIRST SURFACE.

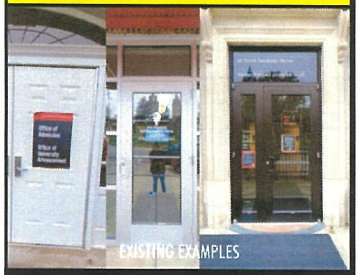
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UL LISTED via STANDARD UL48
FILE NO:E60042 DaNITE SIGN CO.

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COLORS

- RED
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

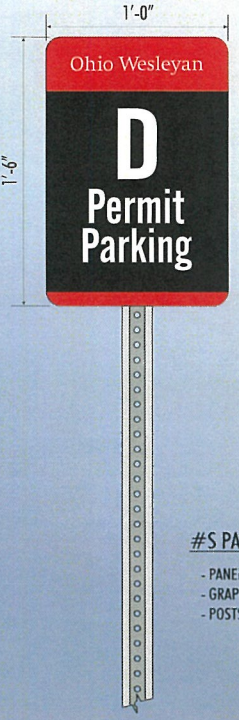
JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	VINYL	

DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	

SCALE AS NOTED SALE JB DESIGNER AG

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PARKING SIGNS (TYP)



#S PARKING-41140: S/F PARKING SIGNS 1 1/2" = 1'-0"

- PANEL: .080 ALUMINUM.
- GRAPHICS: DIGITALLY PRINTED VINYL.
- POSTS: GALVANIZED U CHANNEL.



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COLORS

- RED
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

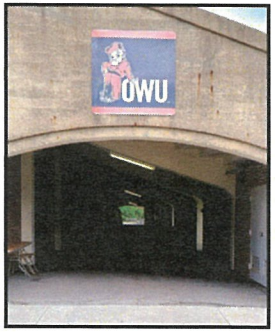
JOB NAME	OHIO WESLEYAN UNIVERSITY	#S1-41140
STREET	61 S SANDUSKY ST	
CITY, STATE	DELAWARE, OH	
SIGN TYPE	PARKING SIGNS	
DATE	4/5/22	REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR	
DIRECTORY	ANYA > 2022 > 0	
SCALE	AS NOTED	SALE JB DESIGNER AG

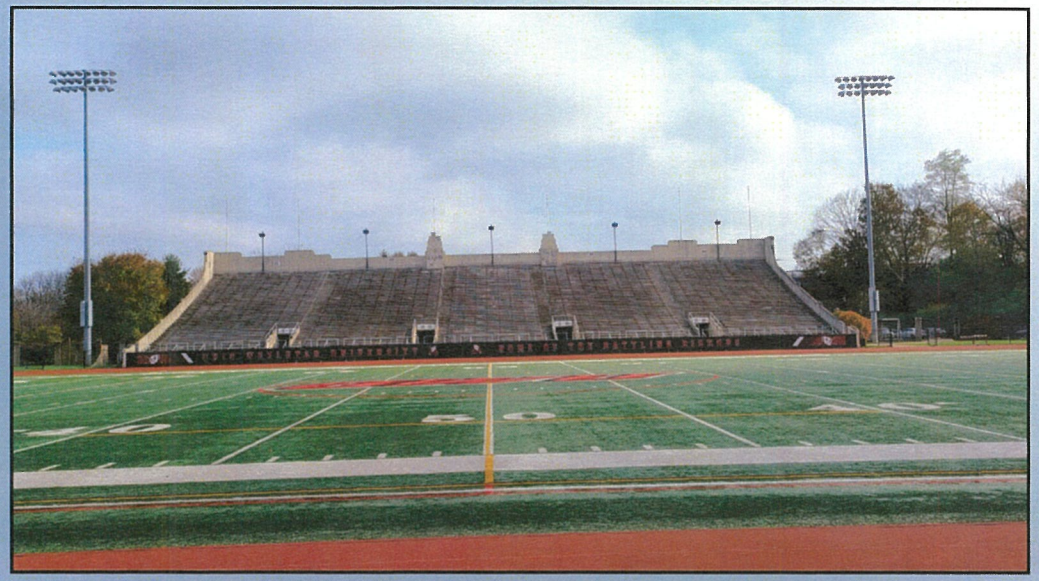
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SIGNS ORIENTED TOWARD THE INTERIOR SPACES OF OPEN-AIR SELBY STADIUM & SOCCER FIELD
DO NOT REQUIRE A PERMIT, EVEN IF SUBSEQUENTLY VISIBLE FROM THE STREET.
SPONSOR PANELS ON THE SCOREBOARDS CAN BE CHANGED & UPDATED REGULARLY.











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FILE NO:E60042 DaNITE SIGN CO.
UL APPLIES TO ILLUMINATED SIGNS ONLY.

COLORS
- RED
- BLACK
- WHITE

APPROVED-CUSTOMER DATE

JOB NAME	OHIO WESLEYAN UNIVERSITY #S1-41140
STREET	61 S SANDUSKY ST
CITY, STATE	DELAWARE, OH
SIGN TYPE	SIGNS IN STADIUM
DATE	4/5/22 REV. DATE:
FILE NAME	OHIO WESLEYAN UNIVERSITY.CDR
DIRECTORY	ANYA > 2022 > 0
SCALE	AS NOTED SALE JB DESIGNER AG

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Ohio
Wesleyan
University

Zoning Compliance Review

7/6/23

Signature Date

Jordan Selmek, AICP
Acting Planning and Community Development Director
City of Delaware, Ohio
1 S. Sandusky St.
Delaware, Ohio 43015

July 5, 2023

Dear Mr. Selmek:

Please accept this letter as notification that Ohio Wesleyan University is revamping campus parking protocols and, with your department's insight and review, replacing existing parking signage. This communication is intended to keep you updated on our Comprehensive Sign Plan.

After extensive research and planning, including input from OWU students, the University is updating all parking permits to be color- and letter-coded to help simplify campus parking regulations and signage.

The change includes replacing all current parking lot signage, which will result in fewer overall signs as well as two-thirds fewer types of signage. The replacement signs also will meet mandated notification requirements for tow-away zones and provide much-needed consistency in size, design, and nomenclature, improving campus and community understanding and aesthetics.

As shared previously, the new signs will be 18 inches wide and 24 inches high – the minimum regulatory requirement for private tow-away signage as outlined in municipal code 303.082 (a)(1). The signs also will be set back appropriately from any roadway to ensure safe vehicular operation and meet all other Ohio Revised Code requirements.

Examples of this new regulatory signage are attached for your reference and records. Thank you for your assistance with this project. Ohio Wesleyan appreciates the City's partnership and expertise as the University works to streamline and improve campus signage.

If you need additional information or have questions, please contact me at wekopp@owu.edu.

Sincerely,

William E. Kopp

William E. Kopp
Chief Communications Officer
Ohio Wesleyan University

Jordan Selmek

From: Will Kopp <wekopp@owu.edu>
Sent: Wednesday, July 5, 2023 5:06 PM
To: Jordan Selmek
Subject: Ohio Wesleyan Parking Signage
Attachments: Parking signage update letter.pdf; 2023-2024 Ohio Wesleyan Parking Sign plan, designs.pdf

Dear Mr. Selmek:

Please accept the attached letter as notification that Ohio Wesleyan University is revamping campus parking protocols and, with your department's insight and review, replacing existing parking signage. This communication is intended to keep you updated on our Comprehensive Sign Plan.

After extensive research and planning, including input from OWU students, the University is updating all parking permits to be color- and letter-coded to help simplify campus parking regulations and signage.

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If you need additional information or have questions, please contact me at wekopp@owu.edu.

Sincerely,

William E. Kopp

--

Will Kopp
Chief Communications Officer
Office of University Communications
Ohio Wesleyan University

Mailing Address: 61 S. Sandusky St., Delaware, OH 43015
Office: 740-368-3108
Mobile: 614-572-8008



PARKING SIGN FAMILY

PROJECT INFORMATION

OHIO WESLEYAN UNIVERSITY

61 SANDUSKY ST
DELAWARE, OH 43015

PROJECT TEAM

ARCHITECT

NA

ENGINEER

NA

FABRICATOR

TBD

SIGN DESIGN

harroun designs
stephen harroun
steve@harroundesigns.com
www.harroundesigns.com
412 999 8911
pittsburgh pa

REVISIONS

V1	04.28.23	CONCEPT
R1		
R2		
R3		
R4		
R5		
R6		
R7		

PROJECT STATUS

JOB #	119
ISSUE DATE	04.07.23
SCALE	1" = 1'

SHEET TITLE

EXTERIOR SIGN DRAWINGS

SHEET #

S100

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ZONING COMPLIANCE APPROVAL
Anna S. Kelsey
Anna S. Kelsey
PLANNING & ZONING ADMINISTRATOR

Ohio Wesleyan University

February 26, 2024

Ms. Anna Kelsey

Planning and Community Development

City Hall Annex

1 South Sandusky St., Delaware, OH 43015

Dear Ms. Kelsey,

This letter is to confirm approval for the formal amendment to the existing OWU sign plan submitted by Paul Magee of Lettergraphics, Inc. The proposed signs presented to your office are for the Schimmel Conrades Science Center building.

Thank you for your assistance with this project. We value our partnership with Delaware City and look forward to working with you in the future.

Sincerely,

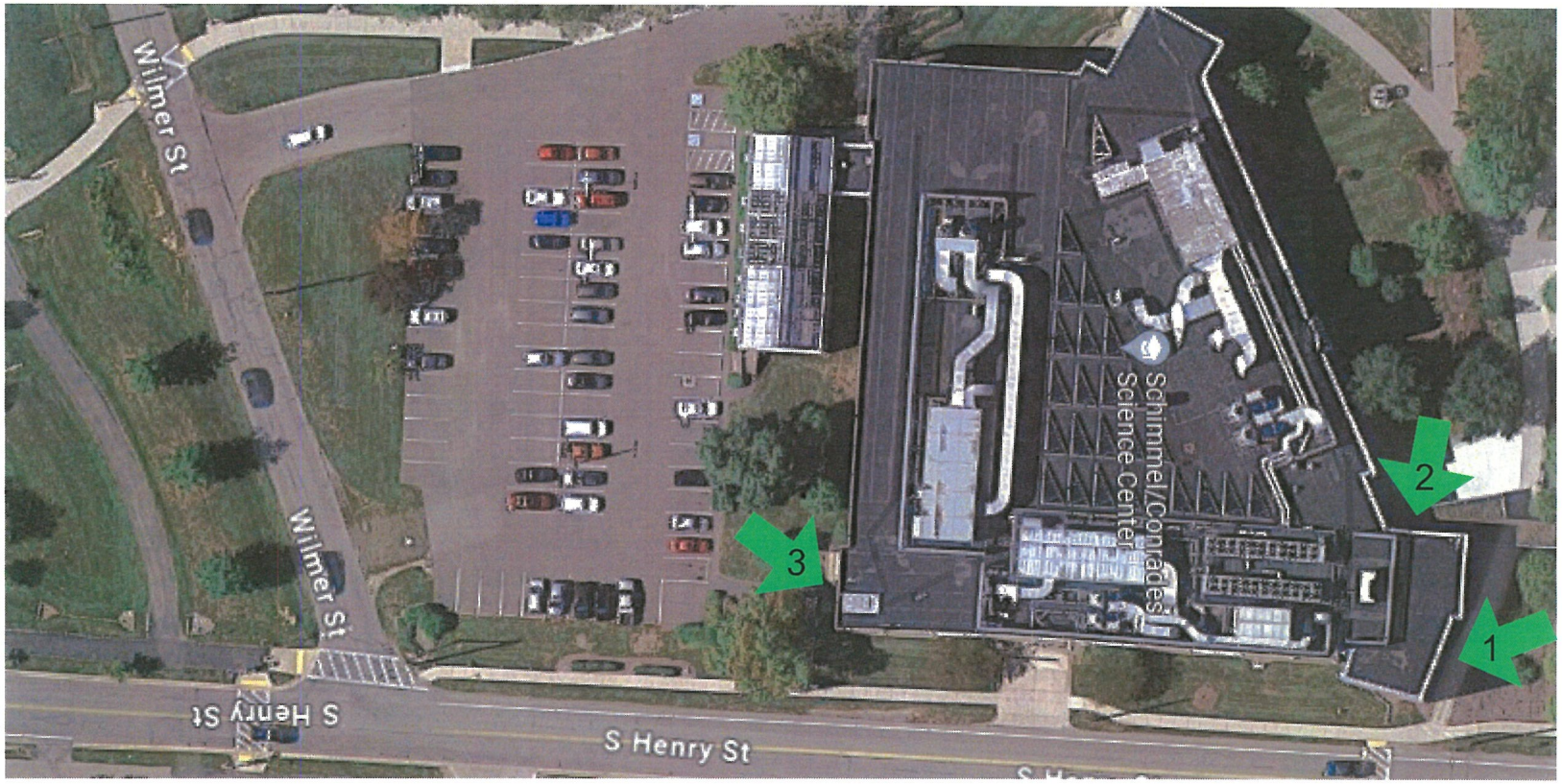
Natalie Doan '03

Vice President of University Advancement

61 S. Sandusky St., Delaware, OH, 43015 Phone: (740) 368-2000 Web: www.owu.edu

PROPOSED SIGNAGE FOR OWU - Schimmel Conrades Science Center

SITE PLAN



225' of building frontage on South Henry St.
225' of building frontage on secondary st - Wilmer St.

Proposed sign locations

1 - South Henry St (North Elev-100sf)
2 - Inner campus walkway/
primary entrance (West Elev-67sf)
3 - South Henry St (South Elev-100sf)

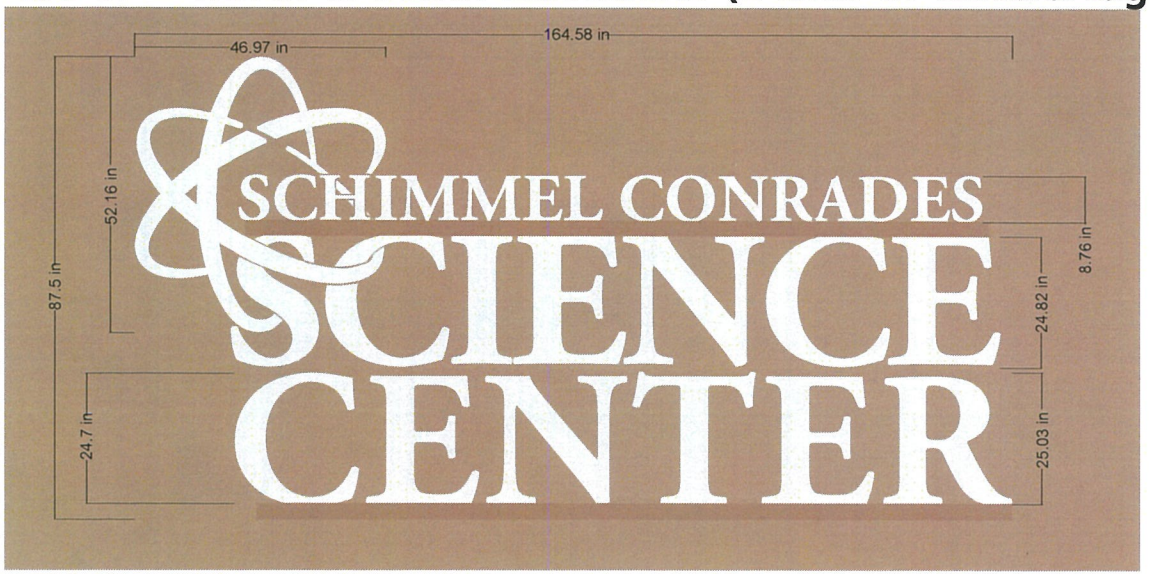
Job No. _____
Signature _____
Date _____
☐ OK as is
☐ OK with change
☐ Show revise

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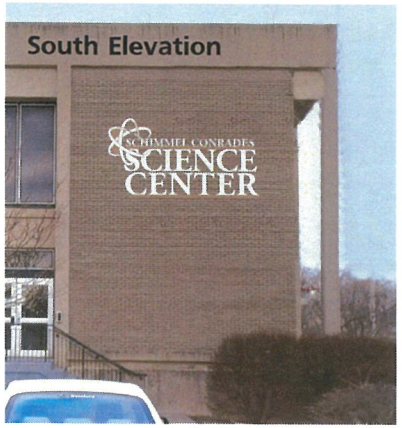
LETTERGRAPHICS
SIGN COMPANY
400 W. Market St. / Orrville, OH 44667 / 330.683.3903 / Fax 330.684.2704 / www.lettergraphicsinc.com / info@lettergraphicsinc.com

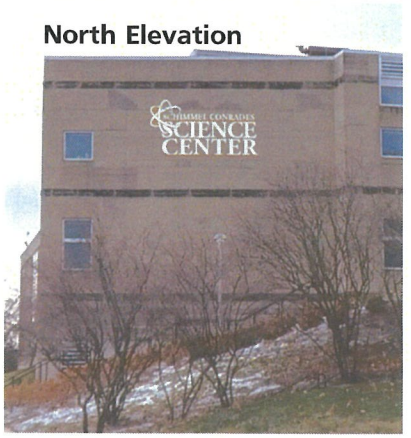
PROPOSED SIGNAGE FOR OWU - Schimmel Conrades Science Center

100 SF - North & South Elevations (2 sets of letters/logos)



Stainless fabricated channel letters with vertical brushed finish. Illuminated by halo lighting. Letters all mounted to rails to minimize wall holes/damage. The atom logo will be direct mount to the wall and will be in multiple pieces. Mounting rails to be painted to match building to the extent possible.





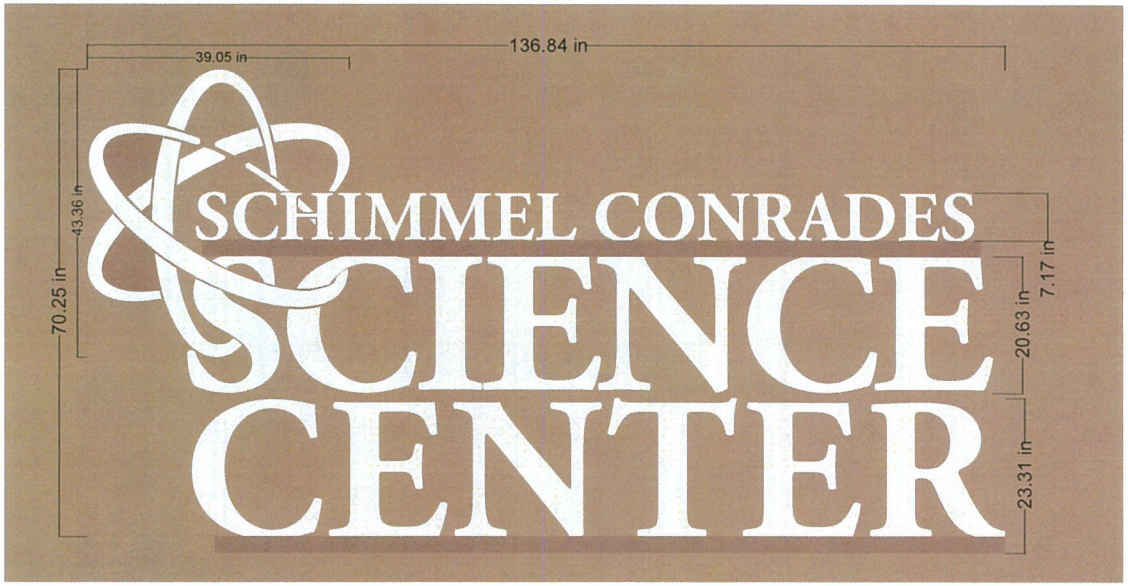
Job No. _____
Signature _____
Date _____
☐ OK as is
☐ OK with change
☐ Show revise

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LETTERGRAPHICS
SIGN COMPANY
400 W. Market St. / Orrville, OH 44667 / 330.683.3903 / Fax 330.684.2704 / www.lettergraphicsinc.com / info@lettergraphicsinc.com

PROPOSED SIGNAGE FOR OWU - Schimmel Conrades Science Center

67 SF - West Elevation (1 full set of letters/logo)

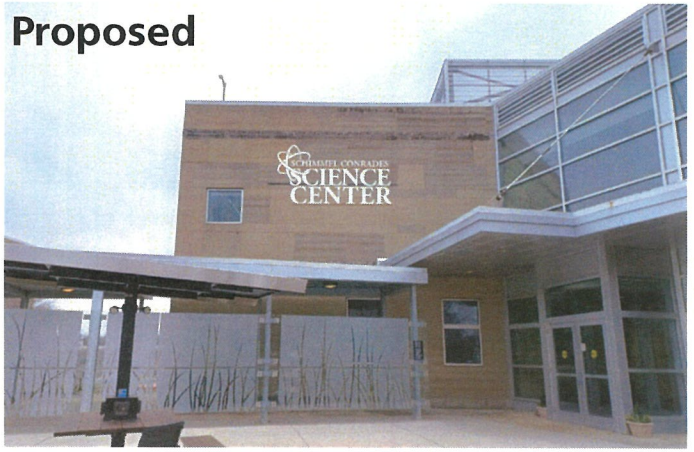


Stainless fabricated channel letters with vertical brushed finish. Illuminated by halo lighting. Letters all mounted to rails to minimize wall holes/damage. The atom logo will be direct mount to the wall and will be in multiple pieces. Mounting rails to be painted to match building to the extent possible.

Existing



Proposed



Job No. _____
Signature _____
Date _____
☐ OK as is
☐ OK with change
☐ Show revise

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LETTERGRAPHICS
SIGN COMPANY
400 W. Market St. / Orrville, OH 44667 / 330.683.3903 / Fax 330.684.2704 / www.lettergraphicsinc.com / info@lettergraphicsinc.com

FOR OFFICE USE ONLY

DATE RECEIVED

CITY OF DELAWARE OHIO

Master Zoning & Development Application

FOR OFFICE USE ONLY

PUD 25-8

CASE NUMBER

122

Planning Commission / City Council

- ☐ Rezoning / Zoning Amendment
- ☐ Comprehensive Plan Amendment
- ☐ Development Plan
- ☐ Development Plan Extension
- ☐ Development Plan Minor Modification
- ☐ Development Plan Major Modification
- ☐ Conditional Use Approval
- ☐ Preliminary Subdivision Plat
- ☐ Preliminary Subdivision Plat Extension
- ☐ Final Subdivision Plat
- ☐ Final Subdivision Plat Extension
- ☐ Right-of-Way Vacation
- ☐ Determination of Similar Use

Board of Zoning Appeals

- ☐ Appeal Administrative Decision or Interpretation
- ☐ Variance
- ☐ Substitution of a Non-Conforming Use

Administrative

- ☐ Development Plan Incidental Modification
- ☐ Zoning Determination Letter
- ☐ Minor Subdivision Lot Split / Combination
- ☐ Floodplain Letter of Interpretation
- ☐ Certificate of Zoning Compliance

Subdivision / Project Name OHIO WESLEYAN UNIVERSITY **Address** 61 S. SANDUSKY DELAWARE OH

Acreage ~109 Acres **Parcel Number** Multiple **Number of Lots** **Number of Units**

Current Zoning **Proposed Zoning**

Current Land Use **Proposed Land Use**

Applicant Name OHIO WESLEYAN UNIVERSITY Contact Person DAREN LEHMAN

Applicant Address 61 S. SANDUSKY STREET DELAWARE OHIO 43015

Phone 740-368-3404 *Email* DTLEHMAN@OWU.EDU

Owner Name TRUSTEES OWU Contact Person STEPHEN LIPPIELLO

Owner Address 61 S. SANDUSKY STREET DELAWARE OHIO 43015

Phone 740-368-3351 *Email* SMLIPPIELLO@OWU.EDU

Engineer/Architect/Attorney Contact Company

Address

Phone *Email*

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.

Stephen M. Lippiello
Owner Signature

Stephen M. Lippiello
Owner Printed Name

Agent Signature

Agent Printed Name

Parcels at OWU to include in the PUD (6-3-2025)
Attachment to Master Zoning & Development Application

Parcel Number: 51943409034000
Owner Name: TRUSTEES O W U
Address: 61 S SANDUSKY ST, DELAWARE 43015
Acreage: 22.530

Parcel Number: 51943408007000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address: 45 S HENRY ST, DELAWARE 43015
Acreage: 3.902

Parcel Number: 51943307010000
Owner Name: TRUSTEES O W U
Address: 45 ROWLAND AVE, DELAWARE 43015
Acreage: 0.000

Parcel Number: 51943306014000
Owner Name: CITY PARK
Address: 99 S LIBERTY ST, DELAWARE 43015

Parcel Number: 51943307013000
Owner Name: TRUSTEES O W U
Address: 78 S SANDUSKY ST, DELAWARE 43015
Acreage: 0.424

Parcel Number: 51943307014000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.155

Parcel Number: 51943307015000
Owner Name: TR OHIO WESLEYAN UNIV
Address:
Acreage: 0.000

Parcel Number: 51943307016000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.000

Parcel Number: 51943307018000
Owner Name: TRUSTEES O W U
Address: 40 ROWLAND AVE STE ABC, DELAWARE 43015
Acreage: 0.000

Parcel Number: 51943305022000
Owner Name: TRUSTEES O W U

Address: 35 WILLIAMS DR, DELAWARE 43015
Acreage: 15.935

Parcel Number: 51943305002000
Owner Name: TRUSTEES O W U
Address: 56 S LIBERTY ST, DELAWARE 43015
Acreage: 0.000

Parcel Number: 51943304039000
Owner Name: TRUSTEES O W U
Address: 0 W WILLIAM ST, DELAWARE 43015
Acreage: 5.077

Parcel Number: 51943304003000
Owner Name: TRUSTEES O W U
Address: 38 S LIBERTY ST, DELAWARE 43015
Acreage: 0.000

Parcel Number: 51943304039001
Owner Name: OHIO WESLEYAN UNIVERSITY
Address: 223 W WILLIAM ST, DELAWARE 43015
Acreage: 2.202

Parcel Number: 51943304003000
Owner Name: TRUSTEES O W U
Address: 38 S LIBERTY ST, DELAWARE 43015
Acreage: 0.000

Parcel Number: 51943312007000
Owner Name: TRUSTEES OHIO WESLEYAN UNIVERSITY
Address: 249 PARK AVE, DELAWARE 43015
Acreage: 6.460

Parcel Number: 51934405001000
Owner Name: TRUSTEES OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.000

Parcel Number: 51943305011000
Owner Name: OHIO WESLYAN UNIVERSITY
Address: 123 OAK HILL AVE, DELAWARE 43015
Acreage: 0.241

Parcel Number: 51943305003000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address: 81 OAK HILL AVE, DELAWARE 43015
Acreage: 0.225

Parcel Number: 51943306012000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address: 86 ROWLAND AVE APT A, DELAWARE 43015
Acreage: 0.106

Parcel Number: 51943306011000
Owner Name: TR OHIO WESLEYAN UNIV
Address: 94 ROWLAND AVE, DELAWARE 43015
Acreage: 0.000

Parcel Number: 51943306010000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address: 110 ROWLAND AVE, DELAWARE 43015
Acreage: 0.000

Parcel Number: 51943306009000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.104

Parcel Number: 51943306008000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address: 118 ROWLAND AVE APT A, DELAWARE 43015
Acreage: 0.143

Parcel Number: 51943306006000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.000

Parcel Number: 51943306006000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.000

Parcel Number: 51943307007000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.000

Parcel Number: 51943307021000
Owner Name: TRUSTEES OF O W Uoak hill56
Address: 60 S SANDUSKY ST, DELAWARE 43015
Acreage: 0.451

Parcel Number: 51943307005000
Owner Name: OHIO WESLEYAN UNIVERSITY

Address:
Acreage: 0.000

Parcel Number: 51943307006000
Owner Name: TRUSTEES O W U
Address:
Acreage: 0.213

Parcel Number: 51943307007000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 0.000

Parcel Number: 51943307009000
Owner Name: TRUSTEES O W U
Address:
Acreage: 0.000

Parcel Number: 51943308007000
Owner Name: TRUSTEES O W U
Address: 37 PARK AVE, DELAWARE 43015
Acreage: 0.235

Parcel Number: 51943305012000
Owner Name: TR OHIO WESLEYAN UNIV
Address: 129 OAK HILL AVE, DELAWARE 43015
Acreage: 0.241

Parcel Number: 51943408008000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address:
Acreage: 1.410

Parcel Number: 51943408009000
Owner Name: OHIO WESLEYAN UNIVERSITY
Address: 0 S HENRY ST, DELAWARE 43015
Acreage: 2.800

Parcel Number: 51943407007000
Owner Name: TRUSTEES O W U
Address: 28 HAYES ST, DELAWARE 43015
Acreage: 8.800

Parcel Number: 51943407008000
Owner Name: TRUSTEES O W U
Address: 251 S HENRY ST, DELAWARE 43015
Acreage: 3.600

Parcel Number: 41912102046000
Owner Name: TRUSTEES O W U
Address:
Acreage: 3.780

Parcel Number: 51943410009000
Owner Name: TRUSTEES O W U
Address:
Acreage: 0.000

Parcel Number: 51943410011000
Owner Name: TRUSTEES O W U
Address:
Acreage: 3.100

Parcel Number: 51943410012000
Owner Name: TRUSTEES OF O W U
Address: 150 S HENRY ST, DELAWARE 43015
Acreage: 2.130

Parcel Number: 41941002023000
Owner Name: TRUSTEES OHIO WESLEYAN
Address: 3199 COLUMBUS PIKE, DELAWARE 43015
Acreage: 15.460

Parcel Number: 51943409033000
Owner Name: TRUSTEES O W U
Address: 35 S SANDUSKY ST, DELAWARE 43015

CITY OF DELAWRE
PLANNING COMMISSION
July 16, 2025

PUD 25-8
OHIO WESLEYAN UNIVERSITY
REZONING

RESOLUTION

WHEREAS, Ohio Wesleyan University, 61 S. Sandusky, Delaware Ohio, 43015, has filed an application requesting to rezone 109 acres of land from multiple zoning districts to an MX-PUD (Mixed-Use Planned Unit Development). The properties included in this application are described in Exhibit "A".

WHEREAS, a public hearing was held on July 16, 2025 by the City of Delaware Planning Commission, as required by law, at which time all people who wished to testify regarding the pending application were afforded the opportunity to give their comments at the public hearing; and

WHEREAS, the City of Delaware Planning Commission finds that the facts submitted with this PUD rezoning application and presented at the public hearing and any amendments, or supplementary conditions, satisfy the standards and criteria for PUD rezoning approval as per §1144.06 of the Planning and Zoning Code; and

WHEREAS, the City of Delaware Planning Commission finds that pursuant to §1144.06 of the Planning and Zoning Code, each and all excluded uses are inappropriate for this specific C-PUD; and

WHEREAS, the City of Delaware Planning Commission finds that the applicant's plans comply with the City of Delaware Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the City of Delaware Planning Commission recommends to the City of Delaware City Council:

SECTION 1. That the Zoning Map referenced in §1131.02 of the Planning and Zoning Code be amended to rezone approximately 109 acres of land described in Exhibit "A" from multiple zoning districts to an MX-PUD (Mixed-Use Planned Unit Development).

SECTION 2.

1. Approval of this PUD shall repeal and replace any existing zoning overlays or approvals.
2. Uses permitted (P) and conditionally permitted (C) in this Mixed-Use Planned Unit Development shall be as follows:

Colleges, universities, educational research establishment, laboratory	(P)
Cultural institution or art gallery	(P)
Hotel	(C)
Day care	(P)
Entertainment, indoor	(P)
Entertainment, outdoor	(P)
Solar field	(C)
Parking lot or structured parking (principal use)	(P)

3. The existing conditions of the site shall be adopted as the development plan for this PUD. Any future development or redevelopment shall require review and approval of a development plan modification following the procedures outlined in the Zoning Code.

    a. For the purposes of this PUD, new buildings or additions under 10,000 square feet shall be considered an incidental modification. New buildings or additions between 10,000 and 40,000 square feet shall be considered a minor modification. New buildings or additions greater than 40,000 shall be considered major modifications.

    b. All concerns of the City Engineer and the Utilities Departments must be addressed prior to the release of permits for any future projects.

    c. Development plan modifications shall require platting or re-platting as determined by the City Engineer and Planning Director.

4. The comprehensive sign plan dated July 22, 2022, with approved amendments dated July 6, 2023 and February 26, 2024 (Exhibit "B"), shall be the sign plan for the PUD. Any amendments to this sign plan shall require approval following the procedures outlined in the Zoning Code.

SECTION 3. These plans and all papers relating to the approved plan shall be submitted with this resolution to City Council.

The Clerk is directed to transmit this case to City Council for further determination as required by law.

PASSED: July 16, 2025 YEAS 6 NAYS 0
ABSTAIN 0

ATTEST: Sarah Dunn
CITY CLERK

CHAIRMAIN

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**THIRD READING OF ORDINANCE NO. 25-53**
SUBJECT:	Ordinance No. 25-53, an ordinance approving a request by BerlinStationRoad LTD for approval of a zoning map amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property as described in "Exhibit A".

SUGGESTED ACTION:

ATTACHMENTS:

1 Fact Sheet.docx
2 CC Staff Report.docx
3 PUD 25-9 Ordinance.docx
4 PUD 25-11 Farms at Berlin Station combined.pdf
5 R-PUD 25-11 Farms at Berlin Station rezoning.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 9	DATE: 10/13/2025
ORDINANCE NO: 25-53	RESOLUTION NO:
READING: THIRD	PUBLIC HEARING: YES (held on September 22, 2025 AT 7:20 PM)

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Sandra Pereira, Planning & Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

An ordinance approving a request by BerlinStationRoad LTD for approval of a Zoning Map Amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property as described in "Exhibit A".

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Chapter 1105: Amendments of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 6-0 on September 3, 2025

FISCAL IMPACT(S):
N/A

POLICY CHANGES:
N/A

PRESENTER(S):
Sandra Pereira, Planning & Community Development Director

RECOMMENDATION:

Staff recommends approval

ATTACHMENT(S)

See attached

CITY COUNCIL STAFF REPORT

CASE ID: R-PUD 25-11 Farms at Berlin Station

APPLICANT: BerlinStationRoad LTD
6660 N High Street, Suite 1
Worthington, OH 43085

REQUEST

A request by BerlinStationRoad LTD for approval of a Zoning Map Amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property as described in "Exhibit A".

BACKGROUND/ LOCATION

The subject site is comprised of two parcels and located east of Berlin Station Road (north-south) approximately 0.2-miles north of Berlin Station Road (east-west). The property was annexed into the City in 2024 (Ordinance 24-86) and is located in the Southeast Focus Area.

EXISTING CONDITIONS/ CURRENT ZONING

The site (shown in red) is currently primarily farmland with sparse treed areas. There is one existing home with several out-buildings which is likely to be removed with future development.

The site was annexed into the City as part of a 79.688-acre annexation in 2024 (Ordinance 24-86) and is currently zoned A-1 (Agricultural). All lands to the north, east, and south are zoned FR-1 (Farm Residential) and located in Delaware Township. The lands to the west are a combination of lands zoned FR-1 in Delaware Township and A-1 in the City.



STAFF ANALYSIS

Zoning: The applicant is requesting to rezone the site to a Residential Planned Unit Development (R-PUD) to construct a subdivision that will most likely consist of single-family homes. Permitted uses in this development are proposed to be: One-Family Residential, Two-Family Residential, and Public or Private Recreational Facilities.

Land Use and Comprehensive Plan: The subject site is located within the Southeast Focus Area Plan within Sub-Area 1. Appropriate development character types within this area include Suburban Mixed Residential and Suburban Residential. In certain circumstances, Traditional Small Block Residential could be appropriate. Uses within these development types include single-family, small-scale multi-family, and open space, among others. The

proposed permitted uses of single-family and two-family residential fit within this development type. In conversing with the applicant, it is most likely that the development will be comprised of single-family residential dwellings.

Within Sub-Area 1, additional items should be considered to strengthen quality places, including implementation of walking trails, improved connectivity for all modes of transportation, and a mix of housing construction styles that are in scale with surrounding neighborhoods.

Concept Plan: The conceptual plan dated "07/02/25" is the proposed concept plan for the PUD. Details around lot dimensions, building design, internal road layout, etc. will be determined at the Development Plan stage.

APPROPRIATE DEVELOPMENT CHARACTER TYPES

- Suburban Residential
- Suburban Mixed Residential

POTENTIALLY APPROPRIATE DEVELOPMENT CHARACTER TYPES

- Traditional Small Block–must be limited to detached single-family homes and include public open space areas. The compact nature of this character type can allow a developer to achieve the desired number of units while disturbing less land.



Some high-level details relating to the zoning of this site are as follows:

Roads and Traffic

Access points shall generally conform to those shown on the concept plan. Access is being shown off Berlin Station Road to the west. A Traffic Impact Study (TIS) is required to determine the exact location and geometry of these access points. The TIS will also determine what on- and off-site infrastructure improvements are necessary at the Development Plan stage.

Density and Layout

The net density of the development shall not exceed 4.0 dwelling units per acre. The exact size and orientation of all lots shall be determined at the Development Plan stage.

Buffers, Landscaping, and Open Space

The conceptual site plan shows general locations of tree preservation zones. The final locations and dimensions of those tree preserves will be finalized at the Development Plan stage. As required by the Zoning Code, net site coverage shall not exceed 65% of the total acreage. A minimum of 10% of the provided open space is to be common space. The applicant will be required to preserve existing trees along the north, west, and south property lines, and supplement existing trees with additional plantings as determined by the City Forester at the Development Plan stage. The applicant will also be required to provide a minimum 30-foot buffer parallel with and adjacent to the existing Norfolk Southern railroad on the east side of the site. The specifics of that buffer will be determined at the Development Plan stage.

Pedestrian Access

Taking into account the Southeast Focus Area Plan and long-term goals of the Parks and Recreation Department, the applicant shall provide a multi-use path on the east side of their Berlin Station Road frontage and on the west side of the railroad right-of-way. The exact location of the path shall be determined at the development plan stage.

RECOMMENDATION

Staff and Planning Commission recommend approval of the request with the conditions of approval outlined in the attached resolution.

ORDINANCE NO. 25-53

AN ORDINANCE APPROVING A REQUEST BY BERLINSTATIONROAD LTD FOR APPROVAL OF A ZONING MAP AMENDMENT FROM A-1 (AGRICULTURAL) TO R-PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) ON 66.75-ACRES OF PROPERTY AS DESCRIBED IN “EXHIBIT A”.

WHEREAS, the Planning Commission at its meeting on September 3, 2025, recommended approval of a request by BerlinStationRoad, LTD for approval of a zoning map amendment from A-1 (Agriculture District) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property located between east of Berlin Station Road as shown in “Exhibit A".

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

SECTION 1. A request by BerlinStationRoad, LTD for approval of a zoning map amendment from A-1 (Agriculture District) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property located between east of Berlin Station Road as shown in “Exhibit A", is hereby confirmed, approved, and accepted with the following conditions:

1. The concept plan dated “07/02/25” illustrates the general layout of the development within this Planned Unit Development.
2. Uses permitted in this Residential Planned Unit Development are One-Family Dwelling, Two-Family Dwelling, and Public or Private Recreational Facility.
3. Roads and Traffic:
    a. Access points shall generally conform to the access points shown on the concept plan dated “07/02/25”. The City Engineer shall determine the final design and location of all access points at the development plan stage.
    b. A Traffic Impact Study (TIS) shall be submitted with the first Development Plan application and accepted prior to the submittal of the first Subdivision Plat relating to this development.
4. Density and Layout:
    a. The net density of the development shall not exceed 4.0 dwelling units per acre.
5. Buffers, Landscaping, and Open Space:
    a. Tree preservation areas shall generally conform to the areas shown

on the concept plan dated “07/02/25”.

b. Site coverage shall not exceed 65% of the total acreage of the site.

c. A minimum 10% of open space provided shall be common open space.

d. The existing trees on the north, west, and south boundaries of the site shall be preserved in Tree Preservation Zones under common ownership of the Homeowner’s Association or other association of owners. The applicant shall work with the City Forester to determine appropriate locations for additional plantings within these preservation areas.

e. A 30-foot buffer including mounding and plantings shall be required adjacent to and parallel with the existing Norfolk Southern railroad on the east side of the site. The final design and orientation of that buffer shall be determined at the Development Plan stage.

6. Pedestrian Access

a. A minimum 10-foot asphalt multi-use path shall be required on the east side of Berlin Station Road and on the west side of the Norfolk Southern railroad tracks. The exact location, geometry, and orientation of these paths shall be determined at the Development Plan stage.

b. All roads shall have a minimum of 5-foot sidewalks on each side.

7. Signage requirements shall be determined at the Development Plan stage.

SECTION 2. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone approximately 66.75 acres of land described further in Exhibit A, from A-1 (Agriculture District) to R-PUD (Residential Planned Unit Development).

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

VOTE ON RULE SUSPENSION: YEAS_____NAYS_____ ABSTAIN_____

PASSED: _____, 2025 YEAS_____NAYS_____ABSTAIN_____

ATTEST: _____ _____

CITY CLERK MAYOR

PLANNING COMMISSION STAFF REPORT

CASE ID: R-PUD 25-11 Farms at Berlin Station

APPLICANT: BerlinStationRoad LTD
6660 N High Street, Suite 1
Worthington, OH 43085

REQUEST

A request by BerlinStationRoad LTD for approval of a Zoning Map Amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 66.75-acres of property as described in "Exhibit A".

BACKGROUND/ LOCATION

The subject site is comprised of two parcels and located east of Berlin Station Road (north-south) approximately 0.2-miles north of Berlin Station Road (east-west). The property was annexed into the City in 2024 (Ordinance 24-86) and is located in the Southeast Focus Area.

EXISTING CONDITIONS/ CURRENT ZONING

The site (shown in red) is currently primarily farmland with sparse treed areas. There is one existing home with several out-buildings which is likely to be removed with future development.

The site was annexed into the City as part of a 79.688-acre annexation in 2024 (Ordinance 24-86) and is currently zoned A-1 (Agricultural). All lands to the north, east, and south are zoned FR-1 (Farm Residential) and located in Delaware Township. The lands to the west are a combination of lands zoned FR-1 in Delaware Township and A-1 in the City.



STAFF ANALYSIS

Zoning: The applicant is requesting to rezone the site to a Residential Planned Unit Development (R-PUD) to construct a subdivision that will most likely consist of single-family homes. Permitted uses in this development are proposed to be: One-Family Residential, Two-Family Residential, and Public or Private Recreational Facilities.

Land Use and Comprehensive Plan: The subject site is located within the Southeast Focus Area Plan within Sub-Area 1. Appropriate development character types within this area include Suburban Mixed Residential and Suburban Residential. In certain circumstances, Traditional Small Block Residential could be appropriate. Uses within these development types include single-family, small-scale multi-family, and open space, among others. The

proposed permitted uses of single-family and two-family residential fit within this development type. In conversing with the applicant, it is most likely that the development will be comprised of single-family residential dwellings.

Within Sub-Area 1, additional items should be considered to strengthen quality places, including implementation of walking trails, improved connectivity for all modes of transportation, and a mix of housing construction styles that are in scale with surrounding neighborhoods.

Concept Plan: The conceptual plan dated "07/02/25" is the proposed concept plan for the PUD. Details around lot dimensions, building design, internal road layout, etc. will be determined at the Development Plan stage.

APPROPRIATE DEVELOPMENT CHARACTER TYPES

- Suburban Residential
- Suburban Mixed Residential

POTENTIALLY APPROPRIATE DEVELOPMENT CHARACTER TYPES

- Traditional Small Block–must be limited to detached single-family homes and include public open space areas. The compact nature of this character type can allow a developer to achieve the desired number of units while disturbing less land.



Some high-level details relating to the zoning of this site are as follows:

Roads and Traffic

Access points shall generally conform to those shown on the concept plan. Access is being shown off Berlin Station Road to the west. A Traffic Impact Study (TIS) is required to determine the exact location and geometry of these access points. The TIS will also determine what on- and off-site infrastructure improvements are necessary at the Development Plan stage.

Density and Layout

The net density of the development shall not exceed 4.0 dwelling units per acre. The exact size and orientation of all lots shall be determined at the Development Plan stage.

Buffers, Landscaping, and Open Space

The conceptual site plan shows general locations of tree preservation zones. The final locations and dimensions of those tree preserves will be finalized at the Development Plan stage. As required by the Zoning Code, net site coverage shall not exceed 65% of the total acreage. A minimum of 10% of the provided open space is to be common space. The applicant will be required to preserve existing trees along the north, west, and south property lines, and supplement existing trees with additional plantings as determined by the City Forester at the Development Plan stage. The applicant will also be required to provide a minimum 30-foot buffer parallel with and adjacent to the existing Norfolk Southern railroad on the east side of the site. The specifics of that buffer will be determined at the Development Plan stage.

Pedestrian Access

Taking into account the Southeast Focus Area Plan and long-term goals of the Parks and Recreation Department, the applicant shall provide a multi-use path on the east side of their Berlin Station Road frontage and on the west side of the railroad right-of-way. The exact location of the path shall be determined at the development plan stage.

RECOMMENDATION

Staff recommends approval of the request with the conditions of approval outlined in the attached resolution.

It is the intent of BerlinStationRoad Ltd. to develop the parcels at Berlin Station Rd, Delaware OH 43015, hereby referred to as 'The Farms at Berlin Station' as a Planned Residential District (PRD).

The 66.753 acre property is currently zoned as FR-1 (Farm Residential District). Currently, there is one residential home on the property, and the majority of the property is being used as agricultural fields with some existing tree groupings.

The Planned District will be comprised of 206 single family homes on approximately 54' x 120' lots. The district will provide pathways throughout the site with connections through parklike open spaces. Public streets are provided for internal circulation with two access points at Berlin Station Rd.

Post development the district shall be controlled by a Master Association.

Kiran Basireddy
BerlinStationRoad Ltd.
6660 N High St, Suite 1E
Worthington, OH 43085

EXHIBIT "A"

Description of a 66.753 acre tract
For zoning purposes

July 18, 2025

Situated in the City of Delaware, County of Delaware, State of Ohio, being part of Farm Lots B and C in Quarter-Township 1, Township 4, Range 19 of the United States Military Lands, and being all of the 26.35 acre tract (Tract I), and all of the 35.390 acre tract (Tract II) conveyed to BERLINSTATIONROAD, LTD. in Official Records Volume 2139, Page 2265, and being all of the 5.013 acre tract conveyed to Mark S. and Deborah L. McCreary in Deed Book 569, Page 540, and being more particularly described as follows:

BEGINNING at the northwest corner of M.H.D. Estates No. 2, recorded in Plat Cabinet 1, Slide 493, also being in the centerline of County Road 91 (Berlin Station Road), being on the east line of a 1.432 acre tract conveyed to Nancy G. Taylor and Gary F. Crilley in Official Records Volume 1654, Page 892;

thence along the said centerline of County Road 91, also being the said east line of the 1.432 acre tract, also being the east line of a 5.010 acre tract conveyed to William L. and Melanie P. Woods in Official Records Volume 1398, Page 949, also being the east line of 1.115 acre tract (Tract I) and the east line of a 1.48 acre tract (Tract II) conveyed to Richard A. and Monika Ray in Official Records Volume 1398, Page 921, also being the east line of a 6.194 acre tract conveyed to Bruce E. Babbitt and Aldona M. Babbitt, Trustees in Official Records Volume 1503, Page 937, also being the east line of a 0.27 acre tract, and the east line of a 1.74 acre tract conveyed to Bruce E. Babbitt and Aldona M. Babbitt, Trustees in Official Records Volume 1503, Page 935 **North 07° 55′ 49″ West 882.32 feet** to the southwest corner of a 0.808 acre tract conveyed to Catherine Sue Cramer in Official Records Volume 1665, Page 2060;

thence along the south line of the said 0.808 acre tract **South 87° 23′ 21″ East 359.26 feet**;

thence along the east line of the said 0.808 acre tract, and along the east line of a 1.09 acre tract conveyed to Andy Clark and Marilyn Clark in Official Records Volume 1998, Page 1951, and along the east line of a 2.059 acre tract conveyed to Frank L. and Karin D. Haser in Deed Book 611, Page 503, and along the east line of a 1.941 acre tract conveyed to Jeanette and Mason Pillow in Official Records Volume 1819, Page 2251 **North 08° 13′ 21″ West 719.95 feet** to a point on the south line of a 5.001 acre tract conveyed to Boomer Ventures LLC in Official Records Volume 2167, Page 502;

thence along the said south line of the 5.001 acre tract, and along the south line of Lot 1021, The Pines Subdivision No. 2, recorded in Plat Cabinet 2, Slide 580 and conveyed to Gary Lee Ward and Kimberly L. Ward in Official Records Volume 425, Page 33, and along the south line of Lot 1020, The Pines Subdivision No. 2, conveyed to Lauren D. Smith, Jr. and Ellen R. Smith in Official Records Volume 1512, Page 437, and along the south line of Lot 1019, The Pines Subdivision No. 2, conveyed to Joseph Hamilton and Saundra J. Hamilton in Official Records Volume 406, Page 2451 **South 86° 49′ 19″ East 1427.08 feet** to a point on a curve in west right-of-way of the Norfolk Southern Railroad;

thence along the said west right-of-way of the Norfolk Southern Railroad, with a curve to the left, having a central angle of 08° 22′ 06″, a radius of 5752.87 feet, an arc length of 840.23 feet, and a chord which bears **South 22° 59′ 48″ East,** a chord distance of **839.49 feet**;

thence along a jog in the west right-of-way of the Norfolk Southern Railroad
North 86° 50′ 58″ West 120.86 feet;

thence continuing along the said west right-of-way of the Norfolk Southern Railroad
South 38° 36′ 07″ East 692.36 feet to a northwest corner of a 7.636 acre tract (Tract 1) conveyed to Lynda R. Petty in Official Records Volume 1742, Page 457;

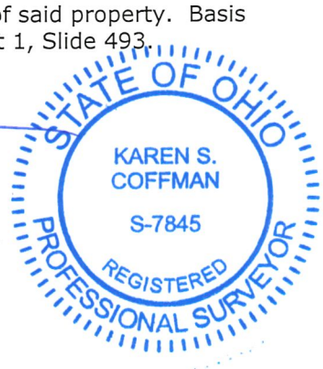
thence along a west line of the said 7.636 acre tract **South 03° 10′ 10″ West 305.29 feet**;

thence along a north line of the said 7.636 acre tract, and along the north line of a 1.670 acre tract (Tract 2) conveyed to Stephanie K. Hendrix in Official Records Volume 1771, Page 167, and along the north line of a 1.688 acre tract (Tract I) conveyed to Warren and Virginia Berry in Official Records Volume 1466, Page 589, and along the north line of a 5.279 acre tract conveyed to Susan L. Robison in Official Records Volume 2020, Page 564, and along the north line of a 2.399 acre tract, and the north line of Lot 840, of said M.H.D. Estates No. 2, and conveyed to David A. and Lori A. Searfoss in Official Records Volume 1576, Page 147 **North 86° 49′ 24″ West 2184.81 feet** to the **POINT OF BEGINNING**;

containing 66.753 acres, more or less;

The map and description of the subject property was prepared based on records on file with the Delaware County Recorder and is for zoning purposes only and is not to be used for transfer of said property. Basis of bearings is the north line of M.H.D. Estates No. 2 (N86°49′24″W) per Plat Cabinet 1, Slide 493.

Karen S. Coffman, Surveyor
Registration No. 7845



SCIOTO LAND SURVEYING SERVICE, INC.
173 North Sandusky Street Delaware, Ohio 43015 740.369.7577 karen@sciotolandsurveying.com

BERLINSTATIONROAD LTD -and- MARK & DEBORAH McCREARY

MAP FOR ZONING PURPOSES

PART OF FARM LOTS B & C, QUARTER–TOWNSHIP 1, TOWNSHIP 4, RANGE 19, U.S.M.L.
CITY OF DELAWARE, DELAWARE COUNTY, OHIO

① *Nancy G. Taylor & Gary F. Crilley, 1.432 Ac., O.R.V. 1654, PG. 892, Parcel No. 41914002017001*

② *Bruce E. Babbitt & Aldona M. Babbitt, Trustees, 0.27 Ac., O.R.V. 1503, PG. 935, Parcel No. 41914002011000*

③ *Bruce E. Babbitt & Aldona M. Babbitt, Trustees, 1.74 Ac., O.R.V. 1503, PG. 935, Parcel No. 41914002011000*

④ *Catherine Sue Cramer, 0.808 Ac., O.R.V. 1665, PG. 2060, Parcel No. 41914001008000*

⑤ *Andy Clark & Marilyn Clark, 1.09 Ac., O.R.V. 1998, PG. 1951, Parcel No. 41914001007000*

⑥ *Frank L. & Karin D. Haser, 2.059 Ac., D.B. 611, PG. 503, Parcel No. 41914001006000*

⑦ *Jeanette & Mason Pillow, 1.941 Ac., O.R.V. 1819, PG. 2251, Parcel No. 41914001006001*

⑧ *Gary Lee Ward & Kimberly L. Ward, Lot 1021, O.R.V. 425, PG. 33, Parcel No. 41914001005008*

⑨ *Lauren D. Smith, Jr. & Ellen R. Smith, Lot 1020, O.R.V. 1512, PG. 437, Parcel No. 41914001005007*

⑩ *Joseph Hamilton & Saundra J. Hamilton, Lot 1019, O.R.V. 406, PG. 2451, Parcel No. 41914001005006*

⑪ *Stephanie K. Hendrix, 1.670 Ac. (Tract 2), O.R.V. 1771, PG. 167, Parcel No. 41914001013013*

⑫ *Warren & Virginia Berry, 1.688 Ac. (Tract I), O.R.V. 1466, PG. 589, Parcel No. 41914001016000*

⑬ *Susan L. Robison, 5.279 Ac., O.R.V. 2020, PG. 564, Parcel No. 41914001013012*

⑭ *David A. & Lori A. Searfoss, Lot 840, & 2.399 Ac., O.R.V. 1576, PG. 147, Parcel No. 41914001013006*

THE PINES SUBDIVISION NO. 2
P.C. 2, SL. 580

Boomer Ventures LLC, 5.001 Ac., O.R.V. 2167, PG. 502, Parcel No. 41914001005001

Lot 1021 | Lot 1020 | Lot 1019

DELAWARE TOWNSHIP

S 86° 49' 19" E 1427.08'

CITY OF DELAWARE

NORFOLK SOUTHERN RAILROAD

C1

FARM LOT C

FARM LOT C
FARM LOT B

FARM LOT R

Centerline ROW ROW

N 08° 13' 21" W 719.95'

S87°23'21"E 359.26'

Bruce E. Babbitt & Aldona M. Babbitt, Trustees, 6.194 Ac., O.R.V. 1503, PG. 937, Parcel No. 41914002012000

DEL. TWP.

8.502 Ac. (Tract III)

Richard A. & Monika Ray, O.R.V. 1398, PG. 921, Parcel No. 41914002014001

1.115 Ac. (Tract I), Parcel No. 41914002016000

1.48 Ac. (Tract II)

N07°55'49"W 882.32'

26.35 Ac., Tract I
35.390 Ac., Tract II

66.753 Ac.

Mark S. & Deborah L. McCreary, 5.013 Ac., D.B. 569, PG. 540, Parcel No. 41914001012000

BERLINSTATIONROAD LTD., 26.35 Ac. (Tract I), 35.390 Ac. (Tract II), O.R.V. 2139, PG. 2265, Parcel No. 41914001009000

120.86'
N86°50'58"W

S38°36'07"E 692.36'

William L. & Melanie P. Woods, 5.010 Ac., O.R.V. 1398, PG. 949, Parcel No. 41914002016001

JASA SUBDIVISION
P.C. 2, SL. 672

FARM LOT Q
FARM LOT S

CITY OF DELAWARE
DELAWARE TOWNSHIP

POB

CITY OF DELAWARE

305.29'
S03°10'10"W

N 86° 49' 24" W 2184.81'

Lot 840 | 2.399 Ac.

DELAWARE TOWNSHIP

Lynda R. Petty, 7.636 Ac. (Tract 1), O.R.V. 1742, PG. 457, Parcel No. 41914001013014

ROW ROW

FARM LOT R

M.H.D. ESTATES NO. 2
P.C. 1, SL. 493

CO. RD. 91
BERLIN STATION RD.

800 feet
400
0
scale 1"=400'
NORTH

BASIS OF BEARINGS
North line of M.H.D. Estates No. 2 per P.C. 1, SL. 493 (N 86° 49' 24" W)

ACREAGE BREAKDOWN

BERLINSTATION	61.740
McCREARY	5.013
	66.753

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CH. BEARING	CH. LENGTH
C1	08° 22' 06"	5752.87'	840.23'	S22°59'48"E	839.49'

THE MAP AND DESCRIPTION OF THE SUBJECT PROPERTY WAS PREPARED BASED ON RECORDS ON FILE WITH THE DELAWARE COUNTY RECORDER AND IS FOR ZONING PURPOSES ONLY AND IS NOT TO BE USED FOR TRANSFER OF SAID PROPERTY.

JULY 18, 2025

KAREN S. COFFMAN, SURVEYOR
Registration No. 7845

STATE OF OHIO
KAREN S. COFFMAN
S-7845
REGISTERED
PROFESSIONAL SURVEYOR

VICINITY MAP



EXISTING CONDITIONS

COUGHLIN

PREPARED FOR KIRAN

DATE: 07.02.2025

NORTH
SCALE: 1"=100'

0 50' 100' 200' 300'

Faris Planning & Design

LAND PLANNING ◆ LANDSCAPE ARCHITECTURE

4876 Cemetery Road
p (614) 487-1964

Hilliard, OH 43026
www.farisplanninganddesign.com

SITE DATA

ACREAGE	± 66.42 ACRES
NUMBER OF LOTS	206 LOTS
GROSS DENSITY	3.10 UNITS PER ACRE
OPEN SPACE REQUIRES @ 20% (EXCLUDES SETBACKS AND RETENTION)	13.28 ACRES
OPEN SPACE PROVIDED	13.86 ACRES

STORMWATER COLLECTION AREA

PROPOSED BASIN

PROPOSED BASIN

POTENTIAL TRAIL CONNECTION

EXISTING SANITARY EASEMENT

BERLIN STATION RD

RAILROAD

POTENTIAL TRAIL CONNECTION

TREE PRESERVATION AREA

20' SEWER EASEMENT

ENTRY ACCESS

30' MINIMUM SETBACK
40' PROPOSED R.O.W.

NOTE: ENTRY ACCESS LOCATIONS AND CONFIGURATION SHALL BE DETERMINED WITH DEVELPMENT PLAN

PROPOSED BASIN

POTENTIAL MULTI-USE TRAIL SYSTEM

STORMWATER COLLECTION AREA

ENTRY ACCESS

POTENTIAL TRAIL CONNECTION

PROPOSED BASIN

STORMWATER COLLECTION AREA

CONCEPTUAL LAYOUT PLAN

THE FARMS AT BERLIN STATION

PREPARED FOR KIRAN

DATE: 07.02.2025

NORTH
SCALE: 1"=100'
0 50' 100' 200' 300'

Faris Planning & Design
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CITY OF DELAWARE
PLANNING COMMISSION
September 3, 2025

R-PUD 25-11
FARMS AT BERLIN STATION
REZONING

RESOLUTION

WHEREAS, BerlinStationRoad, LTD, 6660 N High Street, Suite 1 E, Worthington, Ohio, 43085, has filed an application requesting to rezone 66.75 acres of land from A-1, Agricultural, to R-PUD (Residential Planned Unit Development). The property is located on the east side of Berlin Station Road, further described in Exhibit "A".

WHEREAS, a public hearing was held on September 3, 2025 by the City of Delaware Planning Commission, as required by law, at which time all people who wished to testify regarding the pending application were afforded the opportunity to give their comments at the public hearing; and

WHEREAS, the City of Delaware Planning Commission finds that the facts submitted with this PUD rezoning application and presented at the public hearing and any amendments, or supplementary conditions, satisfy the standards and criteria for PUD rezoning approval as per §1114.07 of the Planning and Zoning Code; and

WHEREAS, the City of Delaware Planning Commission finds that pursuant to §1114.13 of the Planning and Zoning Code, each and all excluded uses are inappropriate for this specific R-PUD; and

WHEREAS, the City of Delaware Planning Commission finds that the applicant's plans are in compliance with the City of Delaware Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the City of Delaware Planning Commission recommends to the City of Delaware City Council:

SECTION 1. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone approximately 66.75 acres of land described in Exhibit "A", from A-1 Agriculture to R-PUD (Residential Planned Unit Development).

SECTION 2.

1. The concept plan dated "07/02/25" illustrates the general layout of the development within this Planned Unit Development.
2. Uses permitted in this Residential Planned Unit Development are One-

Family Dwelling, Two-Family Dwelling, and Public or Private Recreational Facility.

3. Roads and Traffic:
    a. Access points shall generally conform to the access points shown on the concept plan dated "07/02/25". The City Engineer shall determine the final design and location of all access points at the development plan stage.
    b. A Traffic Impact Study (TIS) shall be submitted with the first Development Plan application and accepted prior to the submittal of the first Subdivision Plat relating to this development.
4. Density and Layout:
    a. The net density of the development shall not exceed 4.0 dwelling units per acre.
5. Buffers, Landscaping, and Open Space:
    a. Tree preservation areas shall generally conform to the areas shown on the concept plan dated "07/02/25".
    b. Site coverage shall not exceed 65% of the total acreage of the site.
    c. A minimum 10% of open space provided shall be common open space.
    d. The existing trees on the north, west, and south boundaries of the site shall be preserved in Tree Preservation Zones under common ownership of the Homeowner's Association or other association of owners. The applicant shall work with the City Forester to determine appropriate locations for additional plantings within these preservation areas.
    e. A 30-foot buffer including mounding and plantings shall be required adjacent to and parallel with the existing Norfolk Southern railroad on the east side of the site. The final design and orientation of that buffer shall be determined at the Development Plan stage.
6. Pedestrian Access
    a. A minimum 10-foot asphalt multi-use path shall be required on the east side of Berlin Station Road and on the west side of the Norfolk Southern railroad tracks. The exact location, geometry, and orientation of these paths shall be determined at the Development Plan stage.
    b. All roads shall have a minimum of 5-foot sidewalks on each side.
7. Signage requirements shall be determined at the Development Plan stage.

SECTION 3. These plans and all papers relating to the approved plan shall be submitted with this resolution to City Council.

The Clerk is directed to transmit this case to City Council for further determination as required by law.

PASSED: September 3, 2025 YEAS 6 NAYS 0
ABSTAIN 0

ATTEST: Sarah Quiroz
CITY CLERK

CHAIRMAIN

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Rob Alger, Finance
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERTION OF ORDINANCE NO. 25-57**
SUBJECT:	Ordinance No. 25-57, an ordinance providing for the issuance and sale of notes in the maximum principal amount of $1,000,000 in anticipation of the issuance of bonds, for the purpose of paying the costs of improving the city's public roadway system by constructing Byxbe Road between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, utility relocations, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto.

SUGGESTED ACTION:

ATTACHMENTS:

fact sheet ord 25-57, Byxbe rd.docx
Note Ordinance (Byxbe Rd).docx
byxbe fiscal off cert.pdf
Merrick-Byxbe.jpg

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 10 | DATE: 10/13/2025

ORDINANCE NO: 25-57 | RESOLUTION NO:

READING: FIRST | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Robert Alger, Finance Director
Alycia Ballone, Director of Management, Budget, and Procurement

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $1,000,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S PUBLIC ROADWAY SYSTEM BY CONSTRUCTING BYXBE ROAD BETWEEN CERTAIN TERMINI, EXCAVATING, GRADING AND PAVING, INSTALLING DRAINAGE, STORM WATER, SANITARY SEWER AND WATER IMPROVEMENTS, UTILITY RELOCATIONS, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, SIGNAGE, TRAFFIC SIGNALIZATION, BIKEWAYS, SIDEWALKS, LANDSCAPING, INCLUDING SITE PREPARATION, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN, TOGETHER WITH ALL INCIDENTAL WORK AND RELATED APPURTENANCES THERETO.

BACKGROUND:
The purpose of this Ordinance is for the initial note issuance to fund the costs of improving the City's public roadway system by acquiring rights of way and constructing Byxbe Road from its current terminus to US 36/SR 37. The majority of the construction costs will be funded by Delaware County.

Staff intend to bring future legislation to Council for the creation of a New Community Authority to finance the debt service from this issuance.

REASON WHY LEGISLATION IS NEEDED:

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

COMMITTEE RECOMMENDATION:
Not Applicable

FISCAL IMPACT(S):
This short-term debt is financially supported by the General Fund with the intention of a pay down of the principal balance each year upon a refunding of the note. Staff will be recommending the creation of a New Community Authority at a future meeting to fund infrastructure associated with Byxbe Parkway.

POLICY CHANGES:
Not Applicable

PRESENTER(S):
Rob Alger, Finance Director
Alycia Ballone, Director of Management, Budget, and Procurement

RECOMMENDATION:
Approval upon 3rd Reading

ATTACHMENT(S):

ORDINANCE NO. 25-57

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $1,000,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S PUBLIC ROADWAY SYSTEM BY CONSTRUCTING BYXBE ROAD BETWEEN CERTAIN TERMINI, EXCAVATING, GRADING AND PAVING, INSTALLING DRAINAGE, STORM WATER, SANITARY SEWER AND WATER IMPROVEMENTS, UTILITY RELOCATIONS, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, SIGNAGE, TRAFFIC SIGNALIZATION, BIKEWAYS, SIDEWALKS, LANDSCAPING, INCLUDING SITE PREPARATION, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN, TOGETHER WITH ALL INCIDENTAL WORK AND RELATED APPURTENANCES THERETO.

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3 to be issued in anticipation of the Bonds; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months;

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

Section 1 It is necessary to issue bonds of this City in the maximum principal amount of $1,000,000 (the "*Bonds*") for the purpose of paying the costs of improving the City's public roadway system by constructing Byxbe Road between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, utility relocations, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately April 1, 2026, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2026.

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

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*").

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the City Clerk. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and

for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser and/or the Paying Agent in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

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

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company).

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance, the Certificate of Award and the Note Purchase Agreement. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Note Purchase Agreement between the City and the original purchaser and now on file with the City Clerk is approved, and the City Manager and the Director of Finance are authorized to sign and deliver, on behalf of the City, the Note Purchase Agreement with such changes that are not inconsistent with the provisions of this Ordinance, are not materially adverse to the interests of the

City and are approved by the City Manager and the Director of Finance. Any such changes to the Note Purchase Agreement are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance shall be evidenced conclusively by the signing of the Note Purchase Agreement by the City Manager and the Director of Finance.

The City Manager, the Director of Finance, the City Attorney, the City Clerk and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the City Manager, the Director of Finance, the City Attorney, the City Clerk or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

To the extent that the Director of Finance determines that it would be in the best interest of the City and elects to utilize the Ohio Market Access Program (the "*Ohio Market Access Program*") which is administered by the Treasurer of the State of Ohio (the "*Treasurer*"), the City Manager and the Director of Finance are authorized to sign and deliver, in the name and on behalf of the City, the Standby Note Purchase Agreement (the "*Standby Note Purchase Agreement*") in substantially the form as presented to this City Council with such changes as are not materially adverse to the City and as may be approved by the officers of the City executing the Standby Note Purchase Agreement. The City acknowledges the agreement of the Treasurer in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer agrees to (a) purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer for such purchase at a price of par plus accrued interest to maturity or (b) purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer's purchase of such renewal notes the City shall deliver to the Treasurer an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-

mill limitation imposed by law, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer at stated maturity.

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

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

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "*Code*") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount

or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

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

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

Section 13. The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the City Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Note

Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The services of Rockmill Financial Consulting, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance shall be in full force and effect on the earliest date permitted by law.

VOTE ON RULE SUSPENSION: YEAS _____ NAYS _____
ABSTAIN _____

PASSED: _____, 2025 YEAS _____ NAYS _____
ABSTAIN _____

ATTEST: _____ _____
CITY CLERK MAYOR

FISCAL OFFICER'S CERTIFICATE

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

As fiscal officer of the City of Delaware, Ohio, I certify in connection with your proposed issue of notes in the maximum principal amount of $1,000,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of improving the City's public roadway system by constructing Byxbe Road between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, utility relocations, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least twenty (20) years. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than twenty (20) years but in excess of five (5) years, then the maximum maturity of the Bonds would still be at least twenty (20) years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of twenty (20) years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is two hundred forty (240) months.

Dated: 9.30, 2025

Director of Finance
City of Delaware, Ohio


MERRICK BLVD EXTENSION
HILLS MILLER RD
TROY RD
CSX RR
203
23
42
37
36
521
23
37
36
BYXBE PKWY
Delaware

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Rob Alger, Finance
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERATION OF ORDINANCE NO. 25-58**
SUBJECT:	Ordinance No. 25-58, an ordinance providing for the issuance and sale of notes in the maximum principal amount of $8,500,000 in anticipation of the issuance of bonds, for the purpose of paying the costs of improving the city's public roadway system by extending Merrick Boulevard between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto.

SUGGESTED ACTION:

ATTACHMENTS:

fact sheet ord 25-58 merrick.docx
Note Ordinance - NM (Merrick Blvd).docx
merrick fiscal off cert.pdf
Merrick-Byxbe.jpg

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 11 DATE: 10/13/2025

ORDINANCE NO: 25-58 RESOLUTION NO:

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Robert Alger, Finance Director
Alycia Ballone, Director of Management, Budget, and Procurement

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $8,500,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S PUBLIC ROADWAY SYSTEM BY EXTENDING MERRICK BOULEVARD BETWEEN CERTAIN TERMINI, EXCAVATING, GRADING AND PAVING, INSTALLING DRAINAGE, STORM WATER, SANITARY SEWER AND WATER IMPROVEMENTS, UTILITY RELOCATIONS, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, SIGNAGE, TRAFFIC SIGNALIZATION, BIKEWAYS, SIDEWALKS, LANDSCAPING, INCLUDING SITE PREPARATION, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN, TOGETHER WITH ALL INCIDENTAL WORK AND RELATED APPURTENANCES THERETO.

BACKGROUND:
The purpose of this Ordinance is for the original issuance of a note issue to fund the construction of Merrick Blvd between Cambridge Road and Troy Road in the City's northwest area. This includes the roadway and related appurtenances including but not limited to utility relocations, sidewalks, and pathways.

The debt service associated with this note will be funded through Payments in Lieu of Taxes (PILOTs) from the Parkview and Lucy Ridge TIFs authorized by Council ordinance 23-55 once such revenues are received. This TIF should begin to produce revenues upon completion of review and approval by the State.

REASON WHY LEGISLATION IS NEEDED:
The enclosed ordinance is needed to authorize City administration to coordinate with bond counsel to issue this short-term note.

COMMITTEE RECOMMENDATION:
Not Applicable

FISCAL IMPACT(S):
This short-term debt will be funded by the PILOTs from Parkview and Lucy Ridge TIFs established with ordinance 23-55. The General Fund may advance the initial debt service payment until PILOTs are sufficient to fully support the debt service.

POLICY CHANGES:
Not Applicable

PRESENTER(S):
Rob Alger, Finance Director
Alycia Ballone, Director of Management, Budget, and Procurement

RECOMMENDATION:
Approval upon 3rd Reading

ATTACHMENT(S):

ORDINANCE NO. 25-_____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $8,500,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S PUBLIC ROADWAY SYSTEM BY EXTENDING MERRICK BOULEVARD BETWEEN CERTAIN TERMINI, EXCAVATING, GRADING AND PAVING, INSTALLING DRAINAGE, STORM WATER, SANITARY SEWER AND WATER IMPROVEMENTS, UTILITY RELOCATIONS, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, SIGNAGE, TRAFFIC SIGNALIZATION, BIKEWAYS, SIDEWALKS, LANDSCAPING, INCLUDING SITE PREPARATION, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN, TOGETHER WITH ALL INCIDENTAL WORK AND RELATED APPURTENANCES THERETO.

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3 to be issued in anticipation of the Bonds; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months;

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

Section 1 It is necessary to issue bonds of this City in the maximum principal amount of $8,500,000 (the "*Bonds*") for the purpose of paying the costs of improving the City's public roadway system by extending Merrick Boulevard between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, utility relocations, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately April 1, 2026, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2026.

Section 3. It is necessary to issue and this City Council determines that notes in the maximum principal amount of $8,500,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*") as the amount which is necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*").

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the City Clerk. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser and/or the Paying Agent in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 5. The Notes shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities; *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of $100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes.

The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company).

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry

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

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance, the Certificate of Award and the Note Purchase Agreement. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Note Purchase Agreement between the City and the original purchaser and now on file with the City Clerk is approved, and the City Manager and the Director of Finance are authorized to sign and deliver, on behalf of the City, the Note Purchase Agreement with such changes that are not inconsistent with the provisions of this Ordinance, are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance. Any such changes to the Note Purchase Agreement are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance shall be evidenced conclusively by the signing of the Note Purchase Agreement by the City Manager and the Director of Finance.

The City Manager, the Director of Finance, the City Attorney, the City Clerk and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the City Manager, the Director of Finance, the City Attorney, the City Clerk or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

To the extent that the Director of Finance determines that it would be in the best interest of the City and elects to utilize the Ohio Market Access Program (the "*Ohio Market Access Program*") which is administered by the Treasurer of the State of Ohio (the "*Treasurer*"), the City Manager and the Director of Finance are authorized to sign and deliver, in the name and on behalf of the City, the Standby Note Purchase Agreement (the "*Standby Note Purchase Agreement*") in substantially the form as presented to this City Council with such changes as are not materially adverse to the City and as may be approved by the officers of the City executing the Standby Note Purchase Agreement. The City acknowledges the agreement of the Treasurer in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer agrees to (a) purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer for such purchase at a price of par plus accrued interest to maturity or (b) purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity,

with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer's purchase of such renewal notes the City shall deliver to the Treasurer an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer at stated maturity.

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

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

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "*Code*") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable

expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

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

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

Section 13. The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the City Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The services of Rockmill Financial Consulting, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar

Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance shall be in full force and effect on the earliest date permitted by law.

VOTE ON RULE SUSPENSION: YEAS _____ NAYS _____
ABSTAIN _____

PASSED: _____, 2025 YEAS _____ NAYS _____
ABSTAIN _____

ATTEST: _____ _____
CITY CLERK MAYOR

FISCAL OFFICER'S CERTIFICATE

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

As fiscal officer of the City of Delaware, Ohio, I certify in connection with your proposed issue of notes in the maximum principal amount of $8,500,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of improving the City's public roadway system by extending Merrick Boulevard between certain termini, excavating, grading and paving, installing drainage, storm water, sanitary sewer and water improvements, utility relocations, street lighting, conduit, curbs and gutters, signage, traffic signalization, bikeways, sidewalks, landscaping, including site preparation, and acquiring real property and interests therein, together with all incidental work and related appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least twenty (20) years. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than twenty (20) years but in excess of five (5) years, then the maximum maturity of the Bonds would still be at least twenty (20) years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of twenty (20) years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is two hundred forty (240) months.

Dated: 10.07, 2025

Director of Finance
City of Delaware, Ohio


MERRICK BLVD EXTENSION
HILLS MILLER RD
TROY RD
CSX RR
203
23
42
37
36
521
23
37
36
BYXBE PKWY
Delaware

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERATION OF ORDINANCE NO. 25-59**
SUBJECT:	Ordinance No. 25-59, an ordinance approving a request by Maronda Homes for approval of a zoning map amendment from A-1 (Agricultural District) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A".

SUGGESTED ACTION:

ATTACHMENTS:

1 Fact Sheet.docx
2 CC Staff Report.docx
3 PUD 25-13 Ordinance.docx
4 PUD 25-13 attachments.pdf
5 R-PUD 25-13 Evan Farm Rezoning.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 12 | DATE: 10/13/2025

ORDINANCE NO: 25-59 | RESOLUTION NO:

READING: FIRST | PUBLIC HEARING: YES **(10/27/25 at 7:10 PM)**

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Sandra Pereira, Planning & Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

An ordinance approving a request by Maronda Homes for approval of a Zoning Map Amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A".

BACKGROUND:
See attached staff report.

REASON WHY LEGISLATION IS NEEDED:
To achieve compliance with Chapter 1105: Amendments of the Codified Ordinances.

COMMITTEE RECOMMENDATION:
Planning Commission approved this case 4-0 (1 recused) on October 1, 2025

FISCAL IMPACT(S):
N/A

POLICY CHANGES:
N/A

PRESENTER(S):
Sandra Pereira, Planning & Community Development Director

RECOMMENDATION:
Staff recommends approval

ATTACHMENT(S)
See attached

CITY COUNCIL STAFF REPORT

CASE ID: R-PUD 25-13 Evans Farm

APPLICANT: Maronda Homes
4700 Lakehurst Couty Ste 100
Dublin, OH 43016

REQUEST

A request by Maronda Homes for approval of a Zoning Map Amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A".



BACKGROUND/ LOCATION

The subject site is comprised of parcel 418-330-01-010-000 located directly east of the Winterbrooke Subdivision on the north side of Peachblow Road. The property was annexed into the City in 2025 (Ordinance 25-51).

EXISTING CONDITIONS/ CURRENT ZONING

The site (shown in red) is currently primarily farmland with sparse treed areas on the perimeter of the site. The site was annexed into the City in 2025 (Ordinance 25-51) and is currently zoned A-1 (Agricultural). The surrounding parcels are zoned as follows:

Location	Zoning	Land Use
North	R-SF PMU (Residential Single-Family with Planned Mixed-Use Overlay)	Single Family Residential (Communities at Glenross)
South	PRD (Planned Residential District) – *Berlin Township*	Vacant
West	R-SF PMU (Residential Single-Family with Planned Mixed-Use Overlay)	Single Family Residential (Winterbrooke / Glenross)
East	FR-1 (Farm Residential) – *Berlin Township*	Single-Family Residential

STAFF ANALYSIS

Zoning: The applicant is requesting to rezone the site to a Residential Planned Unit Development (R-PUD) to construct a subdivision that will most likely consist of shared-wall, fee-simple townhomes – likely in two-unit buildings, though potentially up to three. Permitted uses within this R-PUD would be one-, two-, and three-family residential and public or private recreational facility.

Land Use and Comprehensive Plan: The subject site is located in the far southeast corner of the City's study area for the Delaware Together Comprehensive Plan and is called out as a suburban residential character area. Appropriate development types within a suburban residential character area include various single-family development types, small and large block neighborhoods, suburban mixed residential, and others. The applicant's

intended development of fee-simple townhomes would meet the intent of the suburban residential character area. The proposed plan also aligns with several goals and objectives of Delaware Together, including:

- Objective A.2: Encourage quality, higher density development in selected locations.
- Objective A.14: Enhance bicycle and pedestrian connections in association with growth and development.
- Action B.6.3: Increase the amount of workforce housing.
- Objective D.1: Provide more attainable housing.
- Objective D.3: Diversify the housing stock.
- Objective D.6: Enhance linkages between housing and amenities.
- Objective E.10: Support multimodal transportation.

Concept Plan: The conceptual plan dated "08/20/25" is the proposed concept plan for the PUD. Details around lot dimensions, building design, internal road layout, etc. will be determined at the Development Plan stage.



Some high-level details relating to the zoning of this site are as follows:

Roads and Traffic

Access points shall generally conform to those shown on the concept plan. The site will be accessed via extensions of Harvest Moon Road and Gardenia Lane and via a new access point from Peachblow Road. A Traffic Impact Study (TIS) is required to determine the exact location and geometry of these access points. The TIS will also determine what on- and off-site infrastructure improvements are necessary at the Development Plan stage. If the applicant proceeds with single-family dwelling units, all roads within the development would be public. Should they proceed with townhomes, the roads would be private.

Density and Layout

The net density of the development shall not exceed 5.0 dwelling units per acre. The exact size and orientation of all lots shall be determined at the Development Plan stage.

Buffers, Landscaping, and Open Space

The conceptual site plan shows general locations of open space, which shall be reflected in any future Development Plans. Where there are existing trees within those open spaces, they shall be preserved and potentially supplemented with additional plantings as determined at the Development Plan stage. As required by the Zoning Code, net site coverage shall not exceed 65% of the total acreage. A minimum of 10% of the provided open space is to be common space.

Pedestrian Access

Taking into account the Comprehensive Plan and long-term goals of the Parks and Recreation Department, the applicant shall provide a multi-use path on the north side of the Peachblow Road frontage and provide sidewalks to and through their site.

RECOMMENDATION

Staff and Planning Commission recommend approval of the request with the conditions of approval outlined in the attached resolution.

ORDINANCE NO. 25-59

AN ORDINANCE APPROVING A REQUEST BY MARONDA HOMES FOR APPROVAL OF A ZONING MAP AMENDMENT FROM A-1 (AGRICULTURAL) TO R-PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) ON 44.05 ACRES OF PROPERTY AS DESCRIBED IN "EXHIBIT A".

WHEREAS, the Planning Commission at its meeting on September 3, 2025 recommended approval of a request by Maronda Homes for approval of a Zoning Map Amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A".

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

SECTION 1. A request by Maronda Homes for approval of a Zoning Map Amendment from A-1 (Agricultural) to R-PUD (Residential Planned Unit Development) on 44.05 acres of property as described in "Exhibit A", is hereby confirmed, approved, and accepted with the following conditions:

1. The concept plan dated "08/20/25" illustrates the general layout of the development within this PUD except as further modified by the following conditions.
2. Uses permitted in this Residential Planned Unit Development are: One-Family Dwelling, Two-Family Dwelling, Three-Family Dwelling, and Public or Private Recreational Facility.
3. Roads and Traffic:
    a. Access points shall generally conform to the access points shown on the concept plan dated "08/20/25". The City Engineer shall determine the final design and location of all access points at the development plan stage.
    b. The applicant is required to complete a Traffic Impact Study (TIS)/Access Study. The TIS is required to be submitted prior to the development plan and must be accepted by the City Engineer prior to submitting a subdivision plat application. The applicant shall be responsible for any improvements and/or financial obligations of the TIS per the City Engineer.
    c. All roads within the PUD shall be private unless the development is comprised exclusively of single-family dwellings.
4. Density and Layout:

a. The net density of the development shall not exceed 5.0 dwelling units per acre.

5. Buffers, Landscaping, and Open Space:
    a. Open space shall generally conform to the areas shown on the concept plan dated “08/20/25”.
    b. Site coverage shall not exceed 65% of the total acreage of the site.
    c. A minimum 10% of open space provided shall be common open space.
    d. The existing trees on the north, west, and east boundaries of the site shall be preserved in Tree Preservation Zones under common ownership of the Homeowner’s Association or other association of owners. The applicant shall work with the City Forester to determine appropriate locations for additional plantings within these preservation areas.
6. Pedestrian Access
    a. A minimum 10-foot asphalt multi-use path shall be required on the north side of Peachblow to connect to the existing path in the Winterbrooke subdivision. The exact location, geometry, and orientation of this path shall be determined at the Development Plan stage.
    b. All roads shall be lined with minimum of 8-foot tree lawns and minimum 5-foot sidewalks on each side.
7. Signage requirements shall be determined at the Development Plan stage.
8. The applicant shall be responsible for paying the City’s full cost of third-party engineering plan reviews.

SECTION 2. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone 44.049 acres of land described further in Exhibit A, from A-1 (Agriculture District) to R-PUD (Residential Planned Unit Development)

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

VOTE ON RULE SUSPENSION: YEAS_____NAYS_____ ABSTAIN_____

PASSED: _____, 2025 YEAS_____NAYS_____ABSTAIN_____

ATTEST: _____ _____
CITY CLERK MAYOR

Letter of Intent - Maronda Homes - Evans Peachblow PRD Rezoning Application

It is the intent of Maronda Homes, LLC of Ohio to develop the 44.05 +/- acres site on Peachblow Road, Delaware, Ohio (Delaware County Parcel ID. Number 41833001010000), hereby referred to as the "Property" as a Planned Residential District" (PRD) in the City of Delaware and upon annexation.

The 44.05 +/- acres Property is currently being used as agricultural fields with some existing tree rows and a powerline easement.

The Planned Residential District will consist of up to 220 owner occupied townhome dwellings, in a variety of building configurations and lot sizes. The District will provide multi-use paths connecting to sidewalks throughout the site and open spaces in the middle and northern portion of the site as generally depicted on the site concept plan. A clubhouse and recreational amenities such as pickleball courts are included for use by home owners on site. Private Streets built to public standards are to be provided for internal circulation and connection to existing neighborhoods.

Steven W. Hicks
Director of Land Columbus Division
4700 Lakehurst Court, Suite 100 Dublin, OH 43016
M: 740-817-0072 | HicksS@Maronda.com

Thomas L. Hart, Agent and Attorney of Record for Applicant Maronda Homes, LLC of Ohio
Painter and Associates
5029 Cemetery Road
Hilliard, Ohio 43026
M:614-441-5174 I Tom@painterandassociates.com

_____ Date 8.20.25
Thomas L. Hart, Agent for Applicant

OPEN SPACE

ELECTRICAL EASEMENT

44.28 ACRES
PRD ZONE

RESIDENTIAL 2-STORY

RESIDENTIAL 2-STORY

CLUB HOUSE

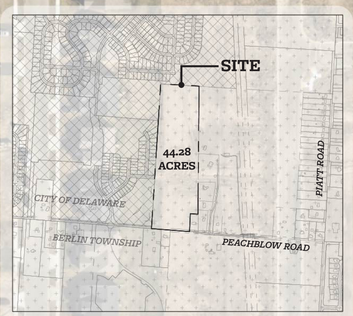
150’

OPEN SPACE

20’ GREEN BUFFER

20’ GREEN BUFFER

PEACHBLOW ROAD



VICINITY MAP

SITE PLAN INFO

FRONT SET BACK: 25 FT

SIDE SETBACK: 6/12 FT

REAR SETBACK: 20 FT.

PERIM. SETBACK: 20 FT.

PEACHBLOW RD = 130 FT OFF C/L PEACHBLOW ROAD



GRAPHIC SCALE IN FEET
0 50 100 200

LEGEND

- EX. MAJOR CONTOUR
- EX. MINOR CONTOUR
- EX. WATER LINE
- EX. SANITARY SEWER LINE
- EX. PROPERTY LINE
- EX. PROPERTY BOUNDARY
- EX. MUNICIPALITY LINE
- EX. RIGHT-OF-WAY
- EX. PAVEMENT
- EX. BUILDING
- EX. EASEMENT
- EX. STREAM
- EX. WETLAND
- EX. SOIL BOUNDARY
- EX. TREE LINE
- EX. DITCH
- EX. FLOODPLAIN
- EX. FLOODWAY

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
7965 N. HIGH STREET, SUITE 200
COLUMBUS, OH 43235
614-540-6616
WWW.KIMLEY-HORN.COM

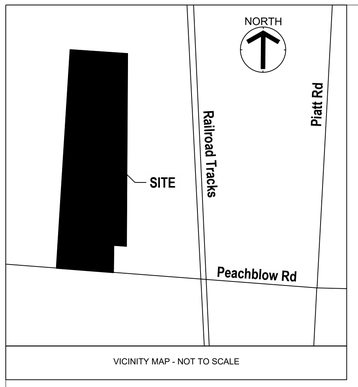
SCALE: AS NOTED
DESIGNED BY:
DRAWN BY:
CHECKED BY: KDK

EXISTING CONDITIONS PLAN

PEACHBLOW ROAD
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO

ORIGINAL ISSUE: 08/20/2025
KHA PROJECT NO.
SHEET NUMBER
1 OF 1

Drawing name: K:\COLB_LDEV\190148000 Peachblow #7 Ac - Berlin Twp\2 Design\CAD\Exhibits\2025-0820 Existing Conditions Plan.dwg EX COND Aug 20, 2025 12:03pm by: JalenBrown
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



VICINITY MAP - NOT TO SCALE

100 0 100

GRAPHIC SCALE (IN FEET)

SCHEDULE B - SECTION II

9. Affidavit of Facts recorded on July 3, 2023 in O.R. Book 2040, Page 2334 of the Delaware County, Ohio Recorder's Office.
Surveyed property located within area described.

10. Affidavit of Facts recorded on September 24, 2024 in (i) O.R. Book 2113, Page 1163 of the Delaware County, Ohio Recorder's Office, and (ii) O.R. Book 2113, Page 1203 of the Delaware County, Ohio Recorder's Office.
Surveyed property located within area described.

11. Site Development and Easement Agreement recorded on December 30, 2022 in O.R. Book 2010, Page 397 of the Delaware County, Ohio Recorder's Office as modified by that certain (i) Addendum on December 22, 2023 in O.R. Book 2069, Page 18 of the Delaware County, Ohio Recorder's Office and (ii) Second Addendum on October 25, 2024 in O.R. 2119, Page 2735 of the Delaware County, Ohio Recorder's Office.
Surveyed property located within area described.

12. Drainage Maintenance Easement recorded on July 21, 2009 in O.R. Volume 917, Page 2387 of the Delaware County, Ohio Recorder's Office.
Not located on surveyed property.

13. Easement to The Dayton Power and Light Company recorded on September 26, 1973 in O.R. Volume 379, Page 354 of the Delaware County, Ohio Recorder's Office.
Located on surveyed property as shown hereon.

14. Easement to Del-Co Water Company, Inc., recorded on October 29, 1971 in O.R. Volume 359, Page 73 of the Delaware County, Ohio Recorder's Office.
Located on surveyed property, centered on utility as installed. Cannot plot.

15. Easement to The Northern Ohio Telephone Company recorded on December 1, 1970 in O.R. Volume 351, Page 454 of the Delaware County, Ohio Recorder's Office.
Cannot be determined. Document does not specify which side of the road. Overhead utilities are evident on south side of roadway.

16. Easement to Ohio Power Company recorded on January 4, 1968 in O.R. Volume 333, Page 590 of the Delaware County, Ohio Recorder's Office.
Located on surveyed property, easement is blanket in nature.

17. Oil and Gas Lease recorded on August 21, 1964 in O.R. Volume 26, Page 43 of the Delaware County, Ohio Recorder's Office.
Not located on surveyed property.

18. Right of Way recorded in (i) DB 206, Page 251 of the Delaware County, Ohio Recorder's Office, and (ii) as subsequently assigned in DB 540, Page 428 of the Delaware County, Ohio Recorder's Office.
Not located on surveyed property.

LEGAL DESCRIPTION PER DEED

Parcel 11

Being Part of Lot Numbers 20, 21, 28 and 29 in Section 3, Township 4 North, Range 18 West, United States Military Lands, and being part of an original 45.14 acre tract of land, now or formerly owned by Robert McNett et al, Registered Land Vol. 1, page 69, Berlin Township, Delaware County, State of Ohio and being more particularly described as follows:

Beginning at an existing 3/4 inch dia. iron pipe located at the common corner of Lot Numbers 19, 20, 29 and 30, said point being on the centerline of County Road 98 (Peachblow Rd.), said point also being on the South Line of hereinafter described 44.049 acre tract;

Thence along the centerline of County Road 98 and South Line of Lot 29 North 88 deg. 00 min. 00 sec. West for a distance of 333.05 feet to a survey nail found at Grantor's Southwest corner;

Thence along Grantor's West Line North 00 deg. 58 min. 45 sec. East for a distance of 2595.21 feet to an 8 inch square concrete post found at Grantor's Northwest corner (passing over a 5/8 inch dia. iron pin found at a distance of 31.08 feet and the North Line of Lot 29 at a distance of 1647.17 feet);

Thence along Grantor's North Line South 88 deg. 41 min. 21 sec. East for a distance of 683.02 feet to an 8 inch square concrete post found at Grantor's Northeast corner (passing over the East Line of Lot 28 at a distance of 333.00 feet);

Thence along Grantor's East Line South 02 deg. 16 min. 32 sec. east for a distance of 2283.41 feet to a point at the Northeast corner of a 1.10 acre tract of land, now or formerly owned by L. Viers, Deed Vol. 504, page 257, said point referenced North 31 deg. 23 min. 51 sec. West for a distance of 0.70 feet to a 3/4 inch dia. iron pipe found (passing over the South Line of Lot 20 at a distance of 955.22 feet);

Thence North 88 deg. 29 min. 19 sec. West for a distance of 150.29 feet to a point (passing over a 3/4 inch dia. iron pipe found at a distance of 149.86 feet);

Thence South 02 deg. 16 min. 32 sec. East for a distance of 322.51 feet to a point on the centerline of County Road 98 and South Line of Lot 20 (passing over a 3/4 inch dia. iron pipe found at a distance of 290.44 feet and a railroad spike found at a distance of 320.50 feet);

Thence along the centerline of County Road 98 and South Line of Lot 20 North 88 deg. 29 min. 19 sec. West for a distance of 347.70 feet to a 3/4 inch dia. iron pipe found at the Southwest corner of Lot 20 and the place of beginning.

Containing 15.948 acres, more or less, in Lot 20, 8.247 acres, more or less, in Lot 21, 7.262 acres, more or less, in Lot 28 and 12.592 acres, more or less, in Lot 29, for a total conveyed acreage by this description of 44.049 acres, more or less, and subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated April 15, 1994.

Basis of bearings, D.V. 512, page 421, centerline C.R. 98 North 88 deg. 00 min. 00 sec. West

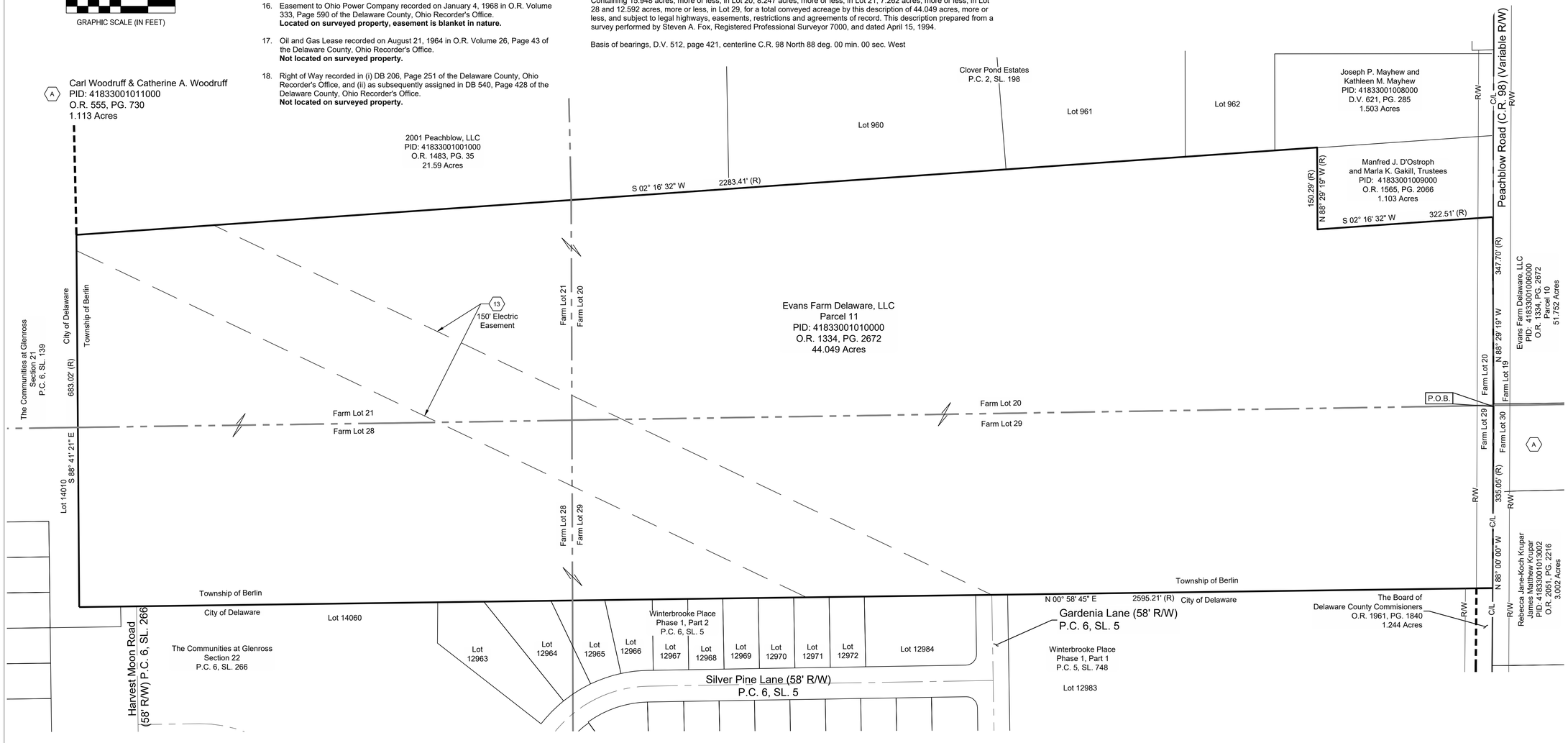


EXHIBIT "A"

Note: This survey is based on record and GIS Linework of Delaware County, Ohio.
This is not a Boundary Survey.

CESO
WWW.CESOINC.COM
2800 Corporate Exchange Dr., Suite 400
Columbus, OH 43231
Phone: 614.794.7080 Fax: 888.208.4826

Evans Farm Delaware - Peachblow Road

Record Survey

Situated in the State of Ohio, County of Delaware, Township of Berlin, Section 3, Township 4, Range 18, Farm Lots 20, 21, 28 and 29, United States Military Lands

Revisions / Submissions

ID	Description	Date

Project Number:	765306
Scale:	1"=100'
Drawn By:	VJM
Checked By:	MJA
Date:	06/13/2025
Issue:	N/A

Drawing Title:

CITY OF DELAWARE
PLANNING COMMISSION
October 1, 2025

R-PUD 25-13
EVANS FARM
REZONING

RESOLUTION

WHEREAS, Maronda Homes, Inc, 4700 Lakehurst Court, Suite 100, Dublin, Ohio, 43016, has filed an application requesting to rezone 44.049 acres of land from A-1, Agricultural, to R-PUD (Residential Planned Unit Development). The property is located on the north of Peachblow Road, further described as parcel 418-330-01-010-000 as shown in Exhibit "A".

WHEREAS, a public hearing was held on October 1, 2025 by the City of Delaware Planning Commission, as required by law, at which time all people who wished to testify regarding the pending application were afforded the opportunity to give their comments at the public hearing; and

WHEREAS, the City of Delaware Planning Commission finds that the facts submitted with this PUD rezoning application and presented at the public hearing and any amendments, or supplementary conditions, satisfy the standards and criteria for PUD rezoning approval as per §1114.07 of the Planning and Zoning Code; and

WHEREAS, the City of Delaware Planning Commission finds that pursuant to §1114.13 of the Planning and Zoning Code, each and all excluded uses are inappropriate for this specific R-PUD; and

WHEREAS, the City of Delaware Planning Commission finds that the applicant's plans are in compliance with the City of Delaware Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the City of Delaware Planning Commission recommends to the City of Delaware City Council:

SECTION 1. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone approximately 44.049 acres of land described in Exhibit "A", from A-1 Agriculture to R-PUD (Residential Planned Unit Development).

SECTION 2.

1. The concept plan dated "08/20/25" illustrates the general layout of the development within this PUD except as further modified by the following conditions.

2. Uses permitted in this Residential Planned Unit Development are: One-Family Dwelling, Two-Family Dwelling, Three-Family Dwelling, and Public or Private Recreational Facility.

3. Roads and Traffic:

    a. Access points shall generally conform to the access points shown on the concept plan dated "08/20/25". The City Engineer shall determine the final design and location of all access points at the development plan stage.

    b. The applicant is required to complete a Traffic Impact Study (TIS)/Access Study. The TIS is required to be submitted prior to the development plan and must be accepted by the City Engineer prior to submitting a subdivision plat application. The applicant shall be responsible for any improvements and/or financial obligations of the TIS per the City Engineer.

    c. All roads within the PUD shall be private unless the development is comprised exclusively of single-family dwellings.

4. Density and Layout:

    a. The net density of the development shall not exceed 5.0 dwelling units per acre.

5. Buffers, Landscaping, and Open Space:

    a. Open space shall generally conform to the areas shown on the concept plan dated "08/20/25".

    b. Site coverage shall not exceed 65% of the total acreage of the site.

    c. A minimum 10% of open space provided shall be common open space.

    d. The existing trees on the north, west, and east boundaries of the site shall be preserved in Tree Preservation Zones under common ownership of the Homeowner's Association or other association of owners. The applicant shall work with the City Forester to determine appropriate locations for additional plantings within these preservation areas.

6. Pedestrian Access

    a. A minimum 10-foot asphalt multi-use path shall be required on the north side of Peachblow to connect to the existing path in the Winterbrooke subdivision. The exact location, geometry, and orientation of this path shall be determined at the Development Plan stage.

    b. All roads shall be lined with minimum of 8-foot tree lawns and minimum 5-foot sidewalks on each side.

7. Signage requirements shall be determined at the Development Plan stage.
8. **The applicant shall be responsible for paying the City's full cost of third-party engineering plan reviews.**

SECTION 3. These plans and all papers relating to the approved plan shall be submitted with this resolution to City Council.

The Clerk is directed to transmit this case to City Council for further determination as required by law.

PASSED: October 1, 2025 YEAS 4 NAYS 0
ABSTAIN 0

ATTEST: Sarah Dinovo
CITY CLERK

CHAIRMAN

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Jessica Feller, Department of Administrative Services
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERATION OF ORDINANCE NO. 25-60**
SUBJECT:	Ordinance No. 25-60, an ordinance authorizing the Mayor to execute an employment agreement for the position of City Manager and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

ord 25-60 PJB EA FACT SHEET_DRAFT.docx
Ord. No. 25-60 City Manager EA Renewal_DRAFT.docx
PJB 2026 renewal EA for signature.docx

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 13 | DATE: 10/13/2025

ORDINANCE NO: 25-60 | RESOLUTION NO:

READING: FIRST | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Mayor Carolyn Kay Riggle

VIA: Jessica Feller, Human Resources Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY MANAGER AND DECLARING AN EMERGENCY.

BACKGROUND:
On August 1, 2024, Paul J. Brake became Delaware's new City Manager following the retirement of Mr. Homan. Mr. Brake's initial employment agreement was for the period of August 1, 2024, through December 31, 2025. As stated in his employment agreement, the City has the option to renew the original agreement for an additional one (1) year term beginning at the end of the Initial Term and each term thereafter.

Council desires to renew the employment agreement of Mr. Brake for the term January 1, 2026, through December 31, 2026. The Manager's base salary for 2026 will be at the hourly rate of $200,204 effective December 21, 2025, which represents a 4 (four) percent increase.

REASON WHY LEGISLATION IS NEEDED:
Pursuant to the City Charter, Council approval is required to enter into the employment agreement.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
As outlined in the draft Employment Agreement.

POLICY CHANGES:
N/A

PRESENTER(S):
Jessica Feller, Human Resources Director

RECOMMENDATION:
Approval

ATTACHMENT(S)
Draft Proposed City Manager Employment Agreement

ORDINANCE NO. 25-60

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

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

WHEREAS, the effective date of changes to the City Manager's compensation coincides with the effective date of changes to the Management Pay Plan, and

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

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

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

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

SECTION 3. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to maintain continuity in the highest levels of City leadership, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION: YEAS____NAYS____
ABSTAIN ____

VOTE ON EMERGENCY CLAUSE: YEAS____ NAYS____
ABSTAIN ____

PASSED: _____, 2025 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

City of Delaware, Ohio
City Manager Employment Agreement

This Employment Agreement (the "**Agreement**") is entered into by and between the City of Delaware, Ohio (the "**City**" or "**City Council**" or **"Council**"), as the employer, and Paul J. Brake ("**Manager**" or "**Employee**"), to employ Mr. Brake in the position of Delaware City Manager. City Council and Manager are collectively referred to herein as the "**Parties**."

Section 1. Term

1.1 a. **Term**. Manager shall be employed by the City for the term January 1, 2026, through December 31, 2026 (the "**Term**"), unless such Term is sooner terminated in accordance with the terms and conditions of this Agreement, specifically Section 5.

1.2 Renewal Options. The Parties shall have the option to renew this Agreement for an additional one (1) year term ("**Renewal Term**") and each term thereafter (the "**Renewal Option**"). Should City Council decide not to renew this Agreement at the end of the Initial Term or the end of any subsequent Renewal Term, then Council shall notify Manager of its intent not to renew at least sixty (60) days before the expiration date of the Initial Term or Renewal Term, as applicable. In the event the Initial Term or any Renewal Term of this Agreement is not renewed, all compensation, benefits, and requirements of the then-current Initial or Renewal Term Agreement shall remain in effect until its expiration date unless Manager voluntarily resigns before that expiration date. Failure to renew or extend this or any successor Agreement shall not be considered a breach hereof or a termination with or without cause.

Section 2. Employment

2.1 Chief Administrative and Executive Officer. The Manager is the chief administrative and executive officer of the City and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the Delaware City Charter and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the Manager shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter, all City policies, rules, regulations, and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Manager by the Council shall

be appropriate to and consistent with the professional role and responsibility of the City Manager position.

2.2 Duties. The City employs the Employee for his services as City Manager. The Employee shall perform the duties and responsibilities of City Manager as specified in the City Charter, City Ordinances, requirements of City Council, and other such services as may be assigned or assumed from time to time.

2.3 Ethical Commitments. Manager will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Manager shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. City shall support Manager in keeping these commitments by refraining from any order, direction, or request that would require Manager to violate the ICMA Code of Ethics. Specifically, neither City Council nor any individual member thereof shall request Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit. Manager shall also comply with all City employment rules and policies pertaining to ethics and Ohio's Ethics laws.

Section 3. Compensation, Benefits and Expenses

3.1 Salary. Base Salary shall be payable in accordance with the City's standard payroll practices (the "**Base Salary**"). Upon the completion of the Initial Term or any term of any Renewal Option and upon the completion of Manager's Performance Evaluation as provided for in **Section 4**, Manager's Base Salary may be increased in the City's sole and absolute discretion but may not be decreased. Manager shall be eligible for a base salary adjustment as likewise afforded to other City employees.

a. The Manager's base salary for 2026 will be at the hourly rate of $200,204 effective December 21, 2025, which represents a 4% increase for the term January 1, 2026, and expiring December 31, 2026.

3.2 Withholdings. The City shall withhold from any amounts payable as compensation to Manager all applicable federal, state, and municipal taxes, or other withholding taxes required to be withheld by any state or federal law, regulation, or ruling.

3.3 Benefits. Except as provided in this Agreement, the City shall provide Manager with standard benefits provided to City employees as set forth in the City's Personnel Policies and pay plans.

3.4 Cell Phone and other Job-related Technology Requirements. The City agrees to provide a monthly cell phone stipend in the amount of seventy-five dollars ($75.00) per month. This stipend will be paid on the same schedule as payroll for other City employees. In order to fully perform the functions of City Manager and in recognition of the rapid

advancement of technology, the City acknowledges the need to maintain technology upgrades for use at Manager's discretion, a personal tablet or computer of employee's choice if deemed necessary, to perform the job.

3.5 Automobile Allowance. An automobile allowance of $600.00 per month ($7,200.00 annually) will be provided to Manager for the use of Manager's personal vehicle for City business, without requiring mileage records or expense receipts. This allowance will be paid on the schedule as payroll for other City employees.

Professional Development and Equipment Support for the Position. The City, in its discretion, shall assist Manager in personal and professional development and at a minimum, the maintenance of applicable ICMA Credentialed Manager (ICMA-CM) and Certified Economic Developer (CEcD) credentials and will provide for dues and membership in professional organizations associated with the fulfillment of his position and the appropriate representation of the City within an amount budgeted each year. Manager acknowledges that budget appropriations are subject to annual authorizations by the City Council.

3.6 Paid Leaves – Vacation, Sick/Personal and Holiday. The Manager may take, at the Manager's choice, the same number of hours of vacation authorized for other executive employees of the City, except as provided in this Agreement. The vacation leave taken by the Manager will be taken at such time or times as will minimally interfere with the performance of the City Manager's duties and responsibilities. Manager shall notify Council before any use of vacation or personal leave. Unless modified herein, the Manager is hereby granted the same sick/personal leave benefits as authorized by Council policies for executive employees. The Manager shall observe the same legal holidays as provided by the City for its executive employees. The Manager shall be credited with twenty-eight (28) days of annual vacation leave and annually upon his anniversary date with the City, during the term of this agreement.

3.7 Insurance – Health, Disability, and Life. The City agrees to pay a percentage of the premiums for health, prescription, vision, and dental for the Manager consistent with the group health care plan provided by the City for its employees City further agrees to provide life insurance.

3.8 Retirement Benefit. The City agrees to enroll the Manager into the Ohio Public Employees Retirement System (OPERS), as required by Ohio law and contribute the mandated employer contribution rate.

3.9 Bonds. The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

3.10 Civic Activities. The Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

3.11 Residency Requirement. Manager must be a resident of the City of Delaware. . Residency shall mean that Manager maintains his primary permanent residence in the City of Delaware.

Section 4. Performance Evaluation

4.1 Evaluation Process. Annual Performance Evaluations. The City agrees to conduct annual performance reviews and evaluations which shall be in writing and in accordance with criteria and format developed jointly by the Council and the Manager. The Manager shall produce a written status report on the performance goals established and any other related matters. The Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Manager's evaluation. To ensure the success of the Manager in accomplishing the goals of the Council internally and externally to the organization, the Council may use a 360-degree performance evaluation to assist them in the evaluation.

4.2 Confidentiality. Unless the Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Manager shall at all times be conducted in Executive Session of the Council. Nothing herein shall prohibit the Council or the Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

Section 5. Termination of the Agreement

Either party to this Agreement may terminate this Agreement pursuant to the following terms:

5.1. Termination for No Cause. Manager's employment is at the will of City Council and nothing in this Agreement shall be taken to suggest or imply Manager's guaranteed tenure or employment. The City may terminate Manager's employment at any time without Cause subject to Manager's right to receive severance as provided herein.

5.2 Termination for Cause. The City Council may terminate Manager's employment immediately and without any further obligation (outside of amounts or benefits normally paid to departing employees pursuant to the City Personnel Policies) if it is determined by the City Council that there is Cause for such termination. For purposes of this Agreement, "**Cause**" is defined as (a) any act or omission which the City determines, after reasonable investigation, constitutes material dishonesty, disloyalty, fraud, deceit, gross negligence, willful misconduct, or recklessness; (b) violation of any City policy to which Manager is subject, where the penalty for such violation, after compliance with all procedures set forth in such policy, is or can include dismissal; (c) any conviction of a felony offense or plea to a felony offense; (d) malfeasance; (e) any violation of Ohio's Ethics Laws, (f) failure to maintain residency in the City of Delaware as required under the City Charter and this Agreement, the determination of which shall be made at the sole discretion of City Council.

Should the Manager desire to terminate this Agreement, Manager shall provide written notice of intent to terminate at least sixty (60) days prior to the actual date of termination. Council may, by the affirmative vote of four members of the Council, at a regular or special Council meeting, agree to allow the Manager to terminate the agreement on less than sixty (60) days' written notice or to relieve the Manager of further duties at any time during the sixty (60) day period provided, however, that full compensation be paid to the Manager up to and including the date of termination.

5.3 The City Council, by the affirmative vote of four members of the Council, at any regular or special meeting may terminate this Agreement or request Manager's resignation at any time and shall establish at that meeting a date of termination or effective date of Manager's resignation. In recognition of the difficulty in securing equivalent employment in the field, if Manager is terminated without cause, then the Manager shall receive twelve (12) month's base salary.

5.4 In the event that the Manager is terminated, any compensation to which Manager is entitled under this Agreement, including salary and accrued vacation, shall be paid in lump sum. Upon termination from the City for any reason, accrued personal leave will not be compensated.

Section 6. General Provisions

6.1 Complete Agreement. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the Parties are superseded by this Agreement. The Parties by mutual written signed agreement may amend any provision of this Agreement during the Term of this Agreement or any Renewal Term; such amendments shall be incorporated and made a part of this Agreement.

6.2 Binding Effect. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives, and successors in interest.

6.3 Savings Clause. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

6.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the Applicable Laws and Authorities, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement unless otherwise prohibited by law.

6.5 Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, the Delaware City Charter, and the Codified Ordinances of the City of Delaware and shall be performable in Delaware County, Ohio unless otherwise provided by law.

By affixing their signatures below, the Parties agree that this Agreement fully and accurately reflects the terms of employment for the City Manager position offered by the City and accepted by Mr. Brake

Council of the
City of Delaware, Ohio

Carolyn Kay Riggle
Mayor, City of Delaware, Ohio

Executed this the _____day of _____, 2025.

_____
Paul J. Brake

Executed this the _____day of _____,

2025.

Approved as to form:

_____

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Bill Ferrigno, Public Works
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERATION OF ORDINANCE NO. 25-61**
SUBJECT:	Ordinance No. 25-61, an ordinance authorizing the City Manager to auction real property not needed for any municipal purpose.

SUGGESTED ACTION:

ATTACHMENTS:

Fact Sheet ORD 25-61 Sale of Parcel.docx
Ord. No. 25-61 - Disposition of Real Property - Final.docx
Parcel Description.docx
Appraisal Report Summary.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 14 | DATE: 10/13/2025

ORDINANCE NO: 25-61 | RESOLUTION NO:

READING: FIRST | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AUCTION REAL PROPERTY NOT NEEDED FOR ANY MUNICIPAL PURPOSE.

BACKGROUND:

In 2004, the city purchased this 0.154-acre parcel for the construction of the London Road Storm Sewer project. At the time, the property owner would not agree to establishing a utility easement across the north side of the property for the new storm line but instead offered the entire parcel to the city. The city has no use for the property outside of a 35'-0 easement along the west and north side for existing utility lines. A condition of the sale of the property will be for the recording of necessary utility easements prepared by the city.

REASON WHY LEGISLATION IS NEEDED:

Passage of this Ordinance is required per Delaware City Code Section 107.01 allowing the city to auction the property to the public

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The estimated value of the parcel is $35,000 per recent appraisal. This will be established as the minimum bid threshold.
N/A

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

Property Description
Appraisal

ORDINANCE NO. 25-61

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AUCTION REAL PROPERTY NOT NEEDED FOR ANY MUNICIPAL PURPOSE.

WHEREAS, the City of Delaware owns real property land located at 308 London Road, Delaware, Ohio 43015 and identified as Parcel No. 519-433-12-008-000 on the Delaware County Auditor's website (the "Property") (description attached); and

WHEREAS, the City purchased the Property for $14,000.00 in 2004 and is currently valued at more than $1000.00; and

WHEREAS, the Property is not needed for public use; and

WHEREAS, this Council may authorize the sale of the Property pursuant to Delaware City Code Section 107.01 since the Property is not needed for public use and valued at an amount greater than $1000.00.

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

SECTION 1. The Property is not needed for any public purpose.

SECTION 2. The City Manager is authorized to dispose of the Property in accordance with the procedures set forth in Chapter 107 of the Delaware Codified Ordinances.

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

SECTION 4. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

VOTE ON RULE SUSPENSION: YEAS_____NAYS_____ ABSTAIN_____

PASSED: _____, 2025 YEAS____ NAYS____

ABSTAIN____

ATTEST: _____ _____

CITY CLERK MAYOR



Parcel Number	519-433-12-008-000
Owner Name	CITY OF DELAWARE
Owner Address	308 LONDON RD DELAWARE OH 43015
Tax District	14 DELAWARE CORP
School District	2103 DELAWARE CSD
Neighborhood	14006 Del Corp 006
Use Code	500 Residential vacant land
Acres	0.15380

The parcel is a 0.1538-acre undeveloped lot situated on the north side of London Road, west of David Street. The lot has 47.85 feet of public road frontage and is 140 feet in depth.

Situated in the County of Delaware, State of Ohio, Quarter Section 3, Township 4 North, Range 19 West, United States Military Lands, and in City of Delaware, on the north side London Road at its junction with Liberty Road: Being Inlot No. 1589 of David Humphrey's Second Addition as recorded in Plat Book 2, Page 209 Also being those portions of a Vacated 12' Alley of David Humphrey's Second Addition as recorded in Plat Book 2, page 209 as vacated by Delaware City Ordinace 06-50, said ordinance recorded in Official Record 736, Page 2186

RESTRICTED APPRAISAL REPORT



LOCATION:
308 LONDON ROAD
CITY OF DELAWARE, DELAWARE COUNTY, OHIO

OWNER:
CITY OF DELAWARE, OHIO

EFFECTIVE DATE:
OCTOBER 6, 2025

PREPARED FOR:
MR. BILL FERRIGNO
PUBLIC WORKS DIRECTOR
CITY OF DELAWARE
440 E. WILLIAM STREET
DELAWARE, OHIO 43015

Hinkle Real Estate Advisors, Inc.
P.O. BOX 1280
WORTHINGTON, OHIO 43085
PHONE (614) 204-4358
FAX (614) 534-0638
www.hinklere.com

October 7, 2025

Mr. Bill Ferrigno
Public Works Director
City of Delaware
440 E. William Street
Delaware, Ohio 43015

Re: A*ppraisal Report*
308 London Road
Delaware, Delaware County, Ohio

Mr. Ferrigno:

Upon your authorization, I have conducted the investigation and analysis necessary to form an opinion as to the market value, fee simple estate, of the above referenced property. The purpose of this appraisal is to estimate the "as is" market value of the subject property, as of the effective date of appraisal of October 6, 2025, in terms of financial arrangements equivalent to cash. The date of this report is the date of this transmittal letter.

This appraisal report is to be used by the client and intended user, Mr. Bill Ferrigno, Public Works Director for the City of Delaware, for internal decision-making purposes. The subject property was inspected on October 6, 2025. The value conclusion of this report is based on economic conditions and market performances which existed as of the effective date of the appraisal.

The subject property is a 0.1538+/- acre vacant land site identified by the Delaware County Auditor as APN 519-433-12-008-000 which is located off the north side of London Road, just west of David Street and south of Maple Street, within the city of Delaware, Delaware County, Ohio. The property is entirely titled to City of Delaware, Ohio.

The scope of this appraisal report includes everything the appraiser deems pertinent to estimating the subject property's market value including a physical examination of the subject property and environs and an examination and review of the subject's market area and current market conditions.

The highest and best use was then determined and the cost, income and sales comparison approaches to value were analyzed and reviewed as to their applicability to derive a reliable market value estimate. The market value estimate contained herein was derived through a comparison of recent sales of similar vacant land sites as this method best reflects the actions of buyers and sellers of this type of property in the marketplace. The cost approach to value was not developed as the property is unimproved vacant land. The income approach to value is not performed as properties such as the subject are not commonly held for their income producing purposes. Each applicable approach to value is analyzed and a market value estimate is then concluded.

As mentioned, the subject property is a 0.1538+/- acre vacant land site identified by the Delaware County Auditor as APN 519-433-12-008-000 which is located off the north side of London Road, just west of David Street and south of Maple Street, within the city of Delaware, Delaware County, Ohio.

The subject's market area is generally defined as the City of Delaware and the general central portion of Delaware County. Delaware County has been one of Ohio's fastest growing counties over the past twenty years and is forecasted to continue into the foreseeable future.

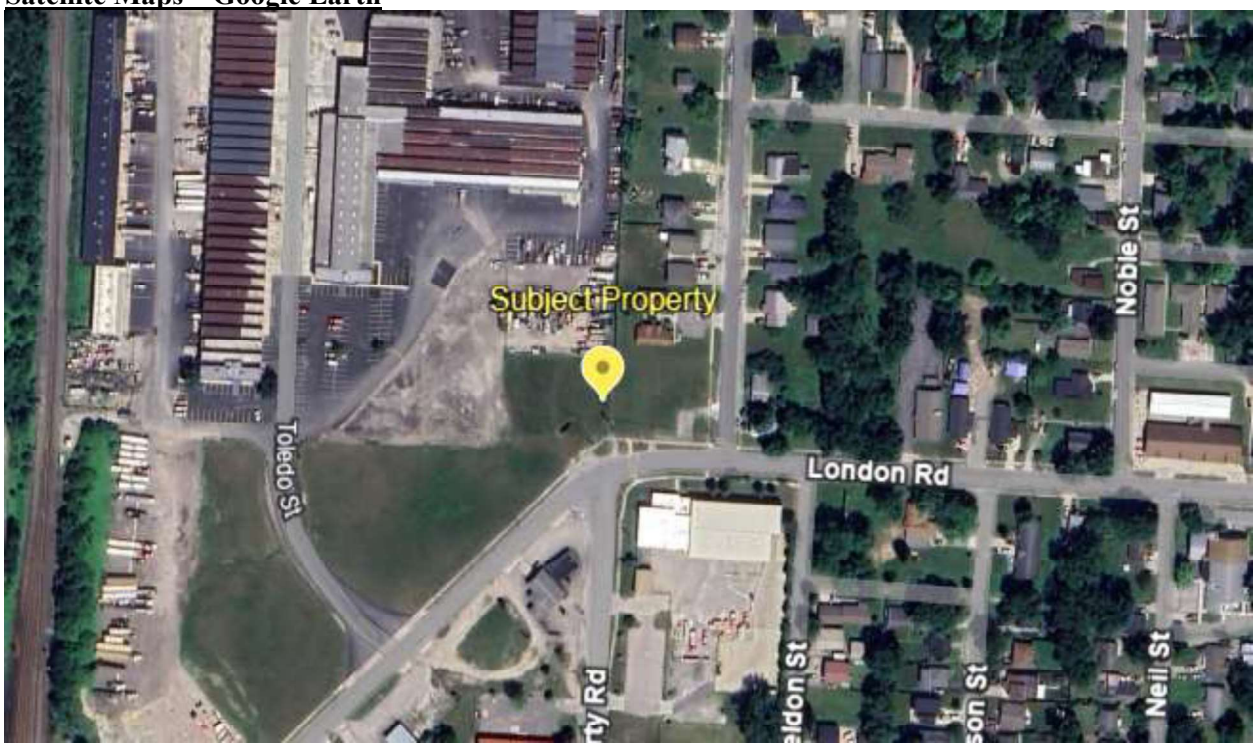
The immediate area is improved with an established eclectic mix of commercial, industrial and residential uses. The downtown Delaware district is located northeast of the subject area featuring urban oriented shopping and employment amenities.

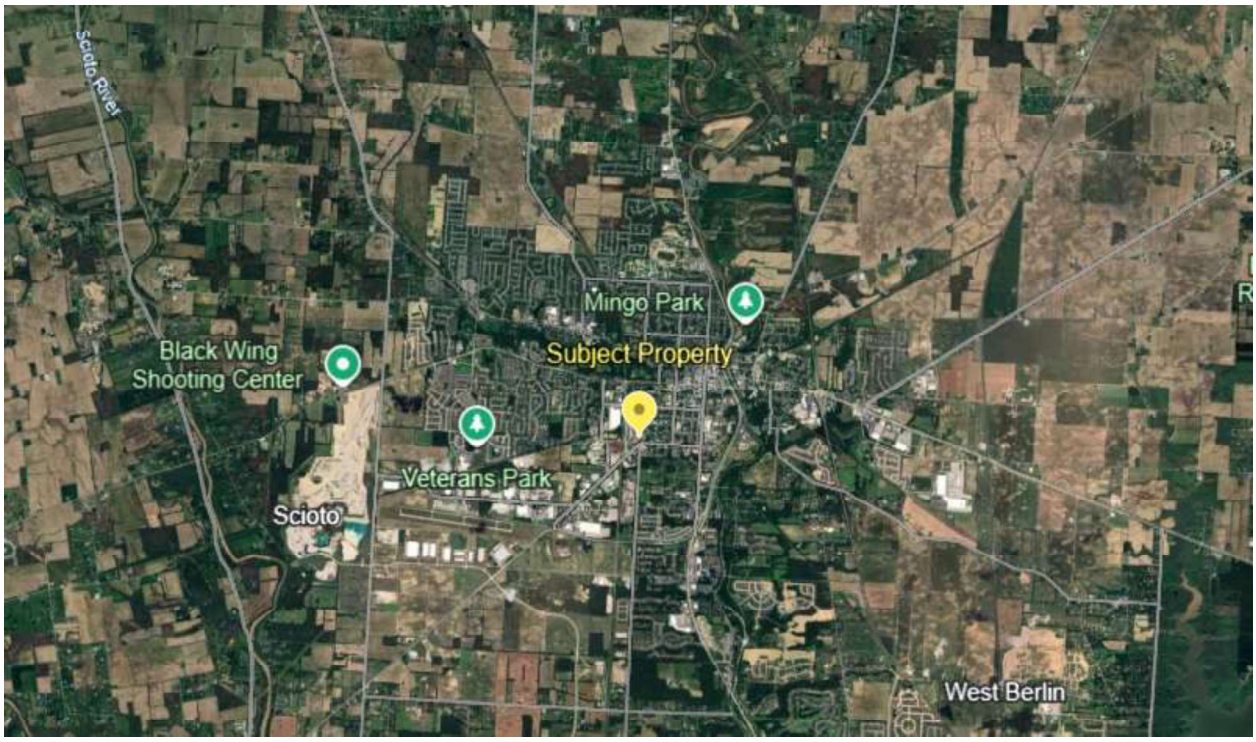
Overall, Delaware County has historically been one of Ohio's fastest growing counties and is projected to continue into the foreseeable future.

In summary, the subject is located in an established area of Delaware witnessing significant interest in the renovation of the existing home stock and growth and re-development.

Maps exhibiting the location of the subject property are provided on the following pages. A complete Delaware County economic overview provided by the Ohio Department of Development is located within the addendum of this appraisal report.

Satellite Maps – Google Earth





Subject Location Map



Neighborhood Location Map



General Area Location Map



Regional Area Location Map



Site Description (Per Public Records)

The subject property is a 0.1538+/- acre vacant land site identified by the Delaware County Auditor as APN 519-433-12-008-000 which is located off the north side of London Road, just west of David Street and south of Maple Street, within the city of Delaware, Delaware County, Ohio. The property is entirely titled to City of Delaware, Ohio.

Per public records information, the site is rectangular in configuration and features 47.85+/- feet of frontage on the north side of London Road and extends 140.25+/- in depth to its rear boundary. The site is generally level and at-grade with London Road and adjacent properties; has access to all public utilities; and is not located within a known flood hazard area.

Per the City of Delaware zoning map, the property is zoned C-NX, Neighborhood Mixed Commercial District. The site is considered to be a legally conforming site. A copy of the C-NX zoning text is located within the addendum of this appraisal report for reader reference.

Current Auditor tax information and a plat map taken from the Delaware County Auditor's GIS are exhibited below and on the following pages.

	Current Tax Informaion						
	Appraised Value			Assessed Value			
Parcel	Land	Improvements	Total	Land	Improvements	Total	Annual Taxes
519-433-12-008-000	$19,500	$0	$19,500		EXEMPT		$0.00

Auditor GIS Plat



Highest and Best Use

In this analysis, the four tests of highest and best use are applied to the subject property. These tests include what is legally permissible, physically possible, financially feasible, and maximally productive. The highest and best use of the subject property, "as vacant and available", is for neighborhood oriented commercial or institutional uses in conformance with current zoning; however, there is high demand for single-family residential development on on-fill lots with residential zoning.

Land Value

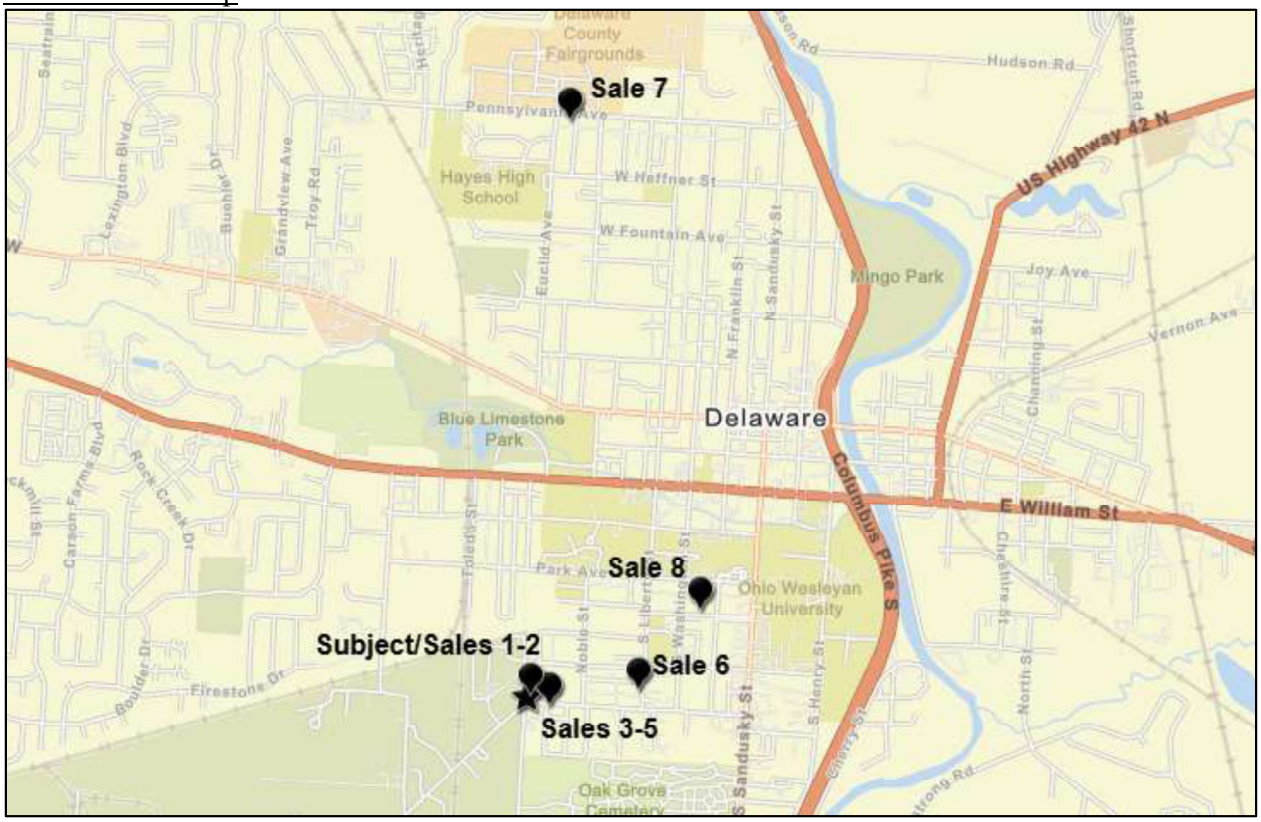
I have reviewed several sales of comparable properties that have transferred near the effective date of this report. Salient sales information and a location map for the eight sales considered comparable to the subject are provided below and on the following page. An adjustment grid chart and discussion of the adjustment process follow.

The sales were researched through public records and verified through a party to the sale if available. A property record card and GIS plat for each sale is provided within the addendum of this appraisal report.

Salient Sales Information

Sale	Location	Sale Date	Sale Price	Lot Size (Ac.)	Zoning
Subject	*308 London Road* *City of Delaware, Delaware County, Ohio*	*N/A*	*N/A*	*0.1538*	C-NX Neighborhood Mixed Commercial
1	304 London Road City of Delaware, Delaware County, Ohio	Aug-24	$35,000	0.1538	C-NX Neighborhood Mixed Commercial
2	110 David Street City of Delaware, Delaware County, Ohio	Aug-24	$35,000	0.1538	C-NX Neighborhood Mixed Commercial
3	London Road City of Delaware, Delaware County, Ohio	Jun-22	$35,000	0.1722	R-NT Neighborhood Transition Residential
4	London Road City of Delaware, Delaware County, Ohio	Sep-22	$35,000	0.1722	R-NT Neighborhood Transition Residential
5	London Road City of Delaware, Delaware County, Ohio	Jul-24	$34,000	0.1722	R-NT Neighborhood Transition Residential
6	S. Liberty Street City of Delaware, Delaware County, Ohio	Nov-24	$20,000	0.1515	R-NT Neighborhood Transition Residential
7	Pennsylvania Avenue City of Delaware, Delaware County, Ohio	Sep-25	$53,000	0.1653	R-SF Single Family Residential/PMU Overlay
8	62 Bernard Avenue City of Delaware, Delaware County, Ohio	Apr-24	$50,000	0.2078	R-NX Neighborhood Mixed Residential

Sales Location Map



Comment

Each sale is considered a reliable indication of market value. Sales No. 1 though Sale No. 5 are located within the immediate vicinity of the subject and are accorded most emphasis upon value.

As a result of our appraisal and analysis, it is my opinion that the market value of the fee simple estate of the subject property, in terms of cash or financial arrangements equivalent to cash, as of the effective date of appraisal of ***October 6, 2025,*** is say, $35,000.

THIRTY-FIVE THOUSAND DOLLARS
($35,000)

Marketing and exposure times are estimated to be thirty-to-ninety days.

There have been no arms-length transfers of the property in the preceding three years and the property is not presently being offered for sale.

The use of this restricted report is limited to the client and the property owner, and the report is limited in presentation and may not contain all the supporting rationale for all of the opinions and conclusions set forth in the report.

I hereby certify that I have no present or future contemplated interest in the subject property and that the fee for this appraisal report is in no way contingent upon the value estimate reported herein. I have not been provided with any information concerning the subject's subsurface or load bearing capabilities, nor have I been provided with any information pertaining to the presence of hazardous conditions which may have an adverse effect on the value of the subject property. This appraisal report has been made assuming that no such conditions exist. If additional information is required, the client is advised to obtain the services of a qualified engineer.

I certify that I have performed numerous appraisals on properties similar to the subject and that I am qualified to offer my opinion as to its market value.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Bill Ferrigno, Public Works
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERATION OF ORDINANCE NO. 25-62**
SUBJECT:	Ordinance No. 25-62, an ordinance amending Chapter 909 of the codified ordinances regarding sidewalk maintenance and repair.

SUGGESTED ACTION:

ATTACHMENTS:

ORD Fact Sheet 909 10.6.25.docx
ORDINANCE Draft 10.6.25.doc
CHAPTER 909 Revisions (MARKUP) 10.6.25.docx
CHAPTER 909 Revisions (CLEAN) 10.6.25.docx
Notice Requesting Repairs 10.6.25.pdf
Notice to Require Repairs 10.6.25.pdf
Sidewalk Maintenance Policy 10.6.25.pdf
Work Flow 6.18.25.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 15

DATE: 10/13/2025

ORDINANCE NO: 25-62

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES **(October 27, 2025 at 7:25 PM)**

PRESENTER: William L Ferrigno, P.E., Public Works Director

TO: Mayor and Members of City Council

FROM: Paul J Brake, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING CHAPTER 909 OF THE CODIFIED ORDINANCES REGARDING SIDEWALK MAINTENANCE AND REPAIR

BACKGROUND:

The maintenance of sidewalk constructed within public right of way is regulated under chapter 909 of the city codified ordinances. The last revisions were made in 2007 to include specific language regarding the former Safe Walk program sidewalk maintenance initiative. That initiative was completed in 2017 and was responsible for over 11,000 repairs to sections of sidewalk citywide. The city now addresses sidewalk repairs in a more direct and efficient manner through the public works department. Code changes reflect the replacement of former process with the new simplified approach to timely attention to sidewalk maintenance. Additionally, the recent adoption of the federally mandated Public Right of Way Access Guidelines (PROWAG) requires adjustments to the criteria by which sidewalk and curb ramps are considered acceptable.

REASON WHY LEGISLATION IS NEEDED:

To bring the current ordinance up to date with current practices and mandated safety regulations regarding sidewalks in public right of way.

COMMITTEE RECOMMENDATION:

This issue was discussed at the September 23rd Public Works Committee meeting. The Committee passed a motion approving the recommended changes being forwarded to city council for final consideration and adoption.

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

Provides for more timely response to sidewalk maintenance throughout the city.

RECOMMENDATION:

Approval following public hearing

ATTACHMENT(S)

Proposed changes to Chapter 909
Sidewalk Maintenance Program FAQ's
Sidewalk Maintenance Program Workflow diagram
Sample letters to property owners requesting and requiring repairs

ORDINANCE NO. 25-62

AN ORDINANCE AMENDING CHAPTER 909 OF THE CODIFIED ORDINANCES REGARDING SIDEWALK MAINTENANCE AND REPAIR

WHEREAS, as part of a review of the regulations and policies established in Delaware Codified ordinance for the maintenance and repair of sidewalk within public right of way, it has been determined that certain sections should be amended to reflect current practices and procedures now in place.

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

SECTION 1. The following portions of Chapter 909 are amended as follows: (Chapter 909 to be replaced entirely with amended language).

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: _____, 2025 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

CHAPTER 909. SIDEWALKS, CURBS AND GUTTERS (**PROPOSED LANGUAGE**)

~~GENERAL PROVISIONS~~

909.01. Authority.

Chapter 903 of the Delaware City Code authorizes the City Manager to adopt and update standard construction specifications as required. Chapter 909 of the Delaware City Code and the provisions of section 729.01 of the Ohio Revised Code require property owners to be responsible for the maintenance, repair, and if necessary, replacement of that portion of sidewalk and curb~~/gutter~~ abutting their property ~~line~~ against any public street or alley in order that publicly accessible sidewalks be maintained in a safe condition.

(Ord. 10-39. Passed 6-28-10)

909.02. **CONSTRUCTION, MAINTENANCE AND REPAIR** RESPONSIBILITY.

~~The construction, maintenance and repair of sidewalks, handicap ramps, and curb/gutter is divided into specific responsibility:~~

(a) ~~Existing Sidewalk and Curb.~~ Existing sidewalks and curb~~ing~~ within publicly dedicated right-of-way ~~for public streets and alleys~~ are the responsibility of the abutting property owner for all required maintenance, repair, and replacement activities**,** and ~~all~~ associated costs thereof. Maintenance activities shall include but not be limited to ~~sweeping and~~ the removal of leaves, snow, and ice as may be required to maintain ~~a~~ safe access for pedestrian movement.

(b) ~~Existing Handicap Ramps.~~ Existing ~~handicap~~ **CURB** ramps constructed within publicly dedicated right-of-way are the responsibility of the City to repair and replace as required, including the inclined ramp, landing area, and transition section**(S)** of sidewalk. Such repairs shall be performed by the City. The maintenance of **CURB** ~~the handicap~~ ramps remains the responsibility of the abutting property owner as described in ~~sub~~section **909.02** (a).

(c) ~~New Development.~~ All new developments within the City are required to include the construction of sidewalks and **CURB** ~~handicap~~ ramps within the public **STREET** right-of-way, ~~along all public streets~~, and along private streets, and **WITHIN** parking areas. ~~per City specifications and as further required and defined within Section 1111.10 of the City Code.~~

(d) ~~Single-family residential development~~. Residential subdivisions **AND SECTIONS THEREOF** must include the construction of ~~all required~~ ~~handicap~~

CURB ramps **AND SIDEWALK IN COMMON AREAS** ~~per plan as part of the initial infrastructure construction,~~ prior to the acceptance of the public improvements by the City. ~~The City will only inspect and approve completed handicap ramps, and will not inspect forms for handicap ramps prior to the placement of concrete~~. The construction of sidewalk fronting residential lots may be deferred until the construction of the associated residence on any particular lot; however, in no circumstance shall the construction of the **SIDE**walk be deferred for a period exceeding **TWO YEARS** ~~thirty months~~ from the date of acceptance of public improvements for that development section.

(e) ~~Multi-family residential development~~. **COMMERCIAL AND** Multi-family developments shall include the design and construction of sidewalks that meet the current Americans with Disabilities Act Accessibility Guidelines (ADAAG) and conform to City requirements. Sidewalks shown on approved plans may be constructed in phases in association with the construction of specific buildings, and are to be completed, inspected, and approved by the City prior to the occupancy of any adjacent building. **SIDEWALK AND CURB RAMPS CONSTRUCTED ON PRIVATE PROPERTIES ARE THE RESPONSIBILITYOF THE PROPERTY OWNER TO MAINTAIN, REPAIR, AND REPLACE AS REQUIRED.**

~~(f) Commercial developments. Commercial developments shall include the design and construction of sidewalks that meet the current Americans with Disabilities Act Accessibility Guidelines (ADAAG) and conform to City requirements. Sidewalks shown on approved plans are to be constructed, inspected, and approved by the City prior to the occupancy of any new facility associated with the development.~~

(f) ~~Street Tree Damage.~~ Sidewalk within existing public right-of-way or public access easements that has been damaged by the root system of a city street tree existing within the street tree planting area between the sidewalks and pavement edge shall be the responsibility of the City for necessary repair and replacement. In the event that the repair requires significant tree roots to be cut away so that in the opinion of the City Arborist, the tree will not survive and must be removed, the City shall have the tree removed, and replace the tree with a new tree of appropriate species as recommended by the City. ~~Street Tree Commission.~~

(g) ~~Enhanced Walkway Areas~~. **THE CITY IS RESPONSIBLE FOR THE REPAIR AND REPLACMENT OF ENHANCED SECTIONS OF SIDEWALK** ~~Property owners, whose individual properties abut an enhanced walkway that has been~~ constructed by the City as part of an area enhancement project. ~~, are not responsible for the repair and replacement of the enhanced portion of the walkway.~~ Enhanced **SIDEWALK** ~~walkways~~ include**S** exposed brick and

paver sidewalk, ~~s~~ **STAMPED AND OR COLORED SECTIONS,** and ornamental tree gratings and castings**. PROPERTY OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF ALL SECTIONS OF SIDEWALK ABUTTNMG THEIR RESPECTIVE PROPERTIES INCLUDING ENHANCED SIDEWALK SECTIONS.**

(h) ~~Asphalt Walkways and Bikeways. Property owners, whose individual properties abut an asphalt pedestrian path or bikeway~~ **ASPHALT PATHS** that ~~has~~ **HAVE** been constructed as part of the designated City **SHARED USE PATH** ~~bikeway and pedestrian pathway~~ network, are **THE RESPONSIBILITY OF THE CITY** ~~not responsible~~ for repair and replacement. ~~of the asphalt bikeways.~~

(i) ~~Utility Boxes and Appurtenances~~. Owners of utility access structures including meter pits, utility valve boxes, basement access doors, communication pull boxes, etc. that protrude more than ~~½ inch~~ **¼-INCH** above the adjacent sidewalk surface are responsible for adjusting such appurtenance to be flush with the sidewalk section, and if necessary, replacement of the sidewalk section.

(Ord. 10-39. Passed 6-28-10)

~~CONSTRUCTION AND MAINTENANCE SPECIFICATIONS~~

909.03. Design and construction specifications.

All public and private sidewalks, curbing, and handicap ramps shall be designed and constructed in conformance with the current City Design and Construction Specifications as authorized under Section 903.01 ~~of the City Code~~, and be in conformance with current ~~Federal~~ ADAAG **AND PROWAG** requirements.

(Ord. 10-39. Passed 6-28-10)

909.04. **REPAIR AND REPLACMEENT CRITERIA** ~~Maintenance and repair criteria.~~

The City shall apply the following criteria singly, or in combination, in the determination of whether sidewalk shall be repaired or replaced.

(a) Adjoining sections ~~or parts thereof~~ whose edges differ vertically by more than ¼ **-INCH** ~~one-half inch~~.

(b) ~~Adjoining sections with~~ **OPEN CRACKS OR** ~~open~~ joints greater than **ONE-HALF** ~~five-eighths of an~~ inch ~~in~~ width **IN THE DIRECTION OF TRAVEL**.

(c) Sections **WITH LOOSE OR MISSING PIECES**. ~~that are cracked so that pieces are missing or loose.~~

~~(d) Sections sloping away from the street unless so constructed by design.~~

~~(e) Sections with cross-slopes exceeding three-fourths inches vertical per one foot horizontal.~~

~~(f) Sections that cause an abrupt change in the longitudinal grade of the sidewalk.~~

(d) Sections with deteriorating surfaces presenting loose aggregate.

(e) Sections containing **UTILITY BOXES OR** structures ~~such as cellar doors, grates, water boxes, meter pits~~, which protrude above the sidewalk **SURFACE** more than **¼-INCH** ~~one-half inch~~ so **AS TO** ~~that they~~ present a tripping hazard.

(f) Sidewalk constructed without approval of the City.

(Ord. 10-39. Passed 6-28-10)

~~INSPECTION AND REPAIR~~

909.05. ~~General purpose~~. **CONDITION ASSESSMENTS**

The City ~~shall~~ conduct**S** ~~annual evaluations of the~~ condition **ASSESSMENTS** of existing sidewalk~~s~~ within public rights-of-way for ~~the purpose of determining~~ **TO DETERMINE** the presence of ~~specific sidewalk~~ deficiencies requiring repair per the criteria established in Section 909.04. **ASSESSMENTS ARE INITIATED AS A RESULT OF A CUSTORMER SERVCE REQUEST OR COMLAINT, OR IN ASSOCIATION WITH A PLANNED ROADWAY IMPROVEMENTS BY THE CITY.** ~~of these regulations. The community shall be sub-divided into sidewalk evaluation zones which are inspected over a ten-year cycle; however any property in the City may be inspected for sidewalk deficiencies at any given time. A deficiency report shall be generated in association with the sidewalk inspections that identifies deficient sections of sidewalk on specific properties and the costs associated with making repairs. City Council shall consider passage of a resolution of necessity requiring property owners identified in the report to complete the required repairs within a specified time-frame. Notification shall be sent to the associated property owner requiring the repairs be completed.~~

(Ord. 10-39. Passed 6-28-10)

909.06 **NOTIFICATION REQUESTING REPAIRS BY PROPERTY OWNERS**

WHEN SIDEWALK DEFICIENCIES ARE IDENTIFIED AND FOUND TO BE THE RESPONSIBILITY OF A PROPERTY OWNER TO REPAIR, THE OWNER SHALL BE NOTIFIED IN WRITING REQUESTING REPAIRS BE COMPLETED WITHIN AN ESTABLISHED TIMEFRAME.

~~909.06. Repairs by property owner.~~

~~Property owners electing to complete the required repair of sidewalks identified in the notice from the City are responsible for following all current City right-of-way and construction policy, criteria, and specifications as follows:~~

~~(a) Time-Frame. A property owner must have the required repairs completed by the date established in the Resolution of Necessity.~~

~~(b) Permits. The property owner, or their contractor, is responsible for completing and submitting the required public way permits to work within the right-of-way. Permit and inspection fees are waived for~~

~~property owners making repairs to existing sidewalk under the City safe walks program or on their own.~~

~~(c) Inspections. The property owner, or their contractor, is responsible for scheduling the required construction inspections for the necessary sidewalk repair work, including the initial sidewalk forms inspection and final finished inspection.~~

~~(Ord. 10-39. Passed 6-28-10)~~

~~909.07. Failure to complete repairs.~~

~~In the event that a property owner fails to complete the required repair of deficient sections of sidewalk which abut his or her property in accordance with the time-frame prescribed by the Resolution of Necessity passed by City Council, the City shall cause the work to be completed. The entire cost of the repairs shall be invoiced to the property owner and upon failure to make payment, assessed against the property based on the actual unit costs associated with the various improvements over five (5) years at the rate of 7%.~~

~~(Ord. 10-39. Passed 6-28-10)~~

~~909.08. Sidewalk maintenance program.~~

~~City Council may elect to instruct the Director of Engineering Services to initiate and administer an annual sidewalk maintenance and repair program, and to permit all property owners with identified sidewalk deficiencies requiring such repair, to electively be included and subsequently invoiced for the costs associated with completing repairs on their respective properties.~~

~~(Ord. 10-39. Passed 6-28-10)~~

909.09. Appeal process.

The property owner may appeal ~~the~~ **A REQUEST TO COMPLETE** ~~City's notice requiring the identified~~ **SIDEWALK REPAIRS BY SUBMITTING A WRITTEN APPEAL TO THE CITY WITHIN 30 DAYS OF RECEIPT OF THE NOTICE REQUESTING REPAIRS. THE APPEAL SHALL BE HEARD BY THE PUBLIC WORKS COMMITTEE AS THE NEXT REGULARY SCHEDULED MEETING. THE DECISION OF THE PUBLIC WORLKS COMMITTEE SHALL BE FINAL**. ~~repairs to be made to sidewalk abutting their property by submitting a written request for further evaluation to the City.~~

~~(a) Re-evaluation by Engineer. Upon receipt of a written appeal, a meeting will be established between the property owner and City representatives at the identified property to review the findings of the initial inspection explain the evaluation criteria with the property owner and answer any questions regarding the required work.~~

~~(b) Review by Public Works Committee. If the property owner is not satisfied with the information presented during the meeting with the City representative, the property owner can request to be placed on the agenda of the next scheduled Public Works Committee meeting for additional consideration. The decision by the Public Works Committee shall be final.~~

~~(Ord. 10-39. Passed 6-28-10)~~

909.07 RESOLUTION OF NECESSITY

IN THE EVENT A PROPERTY OWNER FAILS TO COMPLETE REQUESTED SIDEWALK REPAIRS WITHIN THE REQUESTED TIMEFRAME, A RESOLUTION OF NECESSITY SHALL BE PRESENTED BEFORE CITY COUNCIL FOR ADOPTION THAT WILL REQUIRE THE WORK BE COMPLETED WITHIN A SPECIFIED TIMEFRAME. THE PROPERTY OWNER SHALL BE PROVIDED WRIOTTEN NOTICE REQUIRING THE WORK BE

COMPLETED. SHOULD THE OWNER FAIL TO COMPLETE THE REQUIRED REPAIRS, THE CITY SHALL CAUSE THE WORK TO BE COMPLETED AND INVOICE THE PROPERTY OWNER FOR THE ENTIRE COST OF REPAIRS IN ACCORDANCE WITH ORC 729.03.

Chapter 909. SIDEWALKS, CURBS AND GUTTERS **(PROPOSED LANGUAGE)**

909.01. Authority.

Chapter 903 of the Delaware city code authorizes the City Manager to adopt and update standard construction specifications as required. Chapter 909 of the Delaware city code and the provisions of section 729.01 of the Ohio Revised Code require property owners to be responsible for the maintenance, repair, and if necessary, replacement of that portion of sidewalk and curb abutting their property against any public street or alley in order that publicly accessible sidewalks be maintained in a safe condition.

(ord. 10-39. Passed 6-28-10)

909.02. Construction, Maintenance and Repair Responsibility.

(a) Existing sidewalks and curb within publicly dedicated right-of-way are the responsibility of the abutting property owner for all required maintenance, repair, and replacement activities, and associated costs thereof. Maintenance activities shall include but not be limited to the removal of leaves, snow, and ice as may be required to maintain safe access for pedestrian movement.

(b) Existing curb ramps constructed within publicly dedicated right-of-way are the responsibility of the city to repair and replace as required, including the inclined ramp, landing area, and transition section(s) of sidewalk. Such repairs shall be performed by the city. The maintenance of curb ramps remains the responsibility of the abutting property owner as described in section 909.02 (a).

(c) All new developments within the city are required to include the construction of sidewalks and curb ramps within the public street right-of-way, along private streets, and within parking areas.

(d) Residential subdivisions and sections thereof must include the construction of curb ramps and sidewalks in common areas prior to the acceptance of the public improvements by the city. The construction of sidewalk fronting residential lots may be deferred until the construction of the associated residence on any lot; however, in no circumstance shall the construction of the sidewalk be deferred for a period exceeding two years from the date of acceptance of public improvements for that development section.

(e) Commercial and multi-family developments shall include the design and construction of sidewalks that meet the current Americans with Disabilities Act Accessibility Guidelines (ADAAG) and conform to city requirements. Sidewalks shown on approved plans may be constructed in phases in association with the construction of specific buildings, and are to be completed, inspected, and approved by the city prior to the occupancy of any adjacent

building. Sidewalk and curb ramps constructed on private properties are the responsibility of the property owner to maintain, repair, and replace as required.

(f) Sidewalk within existing public right-of-way or public access easements that has been damaged by the root system of a city street tree existing within the street tree planting area between the sidewalks and pavement edge shall be the responsibility of the city for necessary repair and replacement. If the repair requires significant tree roots to be cut away so that in the opinion of the City Arborist, the tree will not survive and must be removed, the city shall have the tree removed and replace the tree with a new tree of appropriate species as recommended by the city.

(g) The city is responsible for the repair and replacement of enhanced sections of sidewalk constructed by the city as part of an area enhancement project. Enhanced sidewalk includes exposed brick and paver sidewalk, stamped and or colored sections, and ornamental tree gratings and castings. Property owners are responsible for the maintenance of all sections of sidewalk abutting their respective properties including enhanced sidewalk sections.

(h) Asphalt paths that have been constructed as part of the designated city shared use path network, are the responsibility of the city for repair and replacement.

(i) Owners of utility access structures including meter pits, utility valve boxes, basement access doors, communication pull boxes, etc. that protrude more than ¼-inch above the adjacent sidewalk surface are responsible for adjusting such appurtenance to be flush with the sidewalk section, and if necessary, replacement of the sidewalk section.

(ord. 10-39. Passed 6-28-10)

909.03. Design and Construction Specifications.

All public and private sidewalks, curbing, and handicap ramps shall be designed and constructed in conformance with the current city design and construction specifications as authorized under section 903.01 and be in conformance with current ADAAG and PROWAG requirements.

(ord. 10-39. Passed 6-28-10)

909.04. Repair and Replacement Criteria

The city shall apply the following criteria singly, or in combination, in the determination of whether sidewalk shall be repaired or replaced.

(a) adjoining sections whose edges differ vertically by more than ¼ -inch.

(b) open cracks or joints greater than one-half inch width in direction of travel.
(c) sections with loose or missing pieces.
(d) sections with deteriorating surfaces presenting loose aggregate.
(e) sections containing utility boxes or structures which protrude above the sidewalk surface more than ¼-inch so as to present a tripping hazard.
(f) sidewalk constructed without approval of the city.

(ord. 10-39. Passed 6-28-10)

909.05. Condition Assessments

The city conducts condition assessments of existing sidewalks within public rights-of-way to determine the presence of deficiencies requiring repair per the criteria established in section 909.04. Assessments are initiated as a result of a customer service request or complaint, or in association with a planned roadway improvements by the city.

(ord. 10-39. Passed 6-28-10)

909.06 Notification Requesting Repairs by Property Owners

When sidewalk deficiencies are identified and found to be the responsibility of a property owner to repair, the owner shall be notified in writing requesting repairs be completed within an established timeframe.

909.09. Appeal process.

The property owner may appeal a request to complete sidewalk repairs by submitting a written appeal to the city within 30 days of receipt of the notice requesting repairs. The appeal shall be heard by the Public Works committee as the next regularly scheduled meeting. The decision of the Public Works committee shall be final.

909.07 Resolution of Necessity

In the event a property owner fails to complete requested sidewalk repairs within the requested timeframe, a resolution of necessity shall be presented before City Council for adoption that will require the work be completed within a specified timeframe. The property owner shall be provided with written notice requiring the work to be completed. Should the owner fail to complete the required repairs, the city shall cause the work to be completed and invoice the property owner for the entire cost of repairs in accordance with ORC 729.03.

EST 1808
CITY OF
DELAWARE
OHIO

[Month DD, YYYY]

[NAME]
[Street Address]
[City, State Zip]

Re: Request to Repair Deficient Sidewalk

Dear [NAME],

Sidewalks abutting your property were recently evaluated by staff from the Public Works Department. Deficiencies have been identified which require repair in accordance with City Code Chapter 909. Sidewalk marked with a **WHITE** dot are the responsibility of the property owner to repair. Property owners are requested to complete the repairs within 180 days of the date of this letter. Sidewalk marked with a **BLUE** dot will be repaired by the City.

Information regarding permitting and inspections is available on the City Website (www.delawareohio.net) by searching 'Right of Way Permit'. All permit and inspection fees are waived for property owners electing to repair deficient sidewalk within the requested timeframe. Answers to common questions regarding sidewalk maintenance and repair can be found by searching 'Sidewalk Maintenance' on the City's homepage.

In the event a property owner fails to complete the sidewalk repairs, City Council may elect to approve a Resolution of Necessity which will **REQUIRE** property owner to make repairs within a specified timeframe. If the walk is not repaired by the specified date, the City may cause the repairs to be completed. All costs incurred by the City associated with completing the repairs remain the responsibility of the property owner per ORC 729.02

You may appeal the requirement to make required sidewalk repairs by contacting the Public Works department at (740) 203-1810 or by email at pwcs@delawareohio.net within 30 days of receiving this letter. Your appeal will be heard by the Public Works Committee where you may present your objections to the required repairs. The decision of the Public Works Committee is final.

Thank you for your cooperation in keeping Delaware's sidewalks safe. If you have any questions please contact us through the Public Works Department customer service line at 740-203-1810 or by email pwcs@delawareohio.net.

EST 1808
CITY OF
DELAWARE
OHIO

[Month DD, YYYY]

[NAME]
[Street Address]
[City, State Zip]

Re: Notice Requiring Repairs of Deficient Sidewalk

Dear [NAME],

Sidewalks abutting your property were evaluated by staff from the Public Works Department. Deficiencies were identified which require repair in accordance with City Code Chapter 909. A written request was mailed to the property owner residing at the above address requesting repairs be completed within 180 days. Subsequent review by city staff indicates the repairs have not been completed.

City Council has approved a Resolution of Necessity which **REQUIRES** the property owner make repairs within a specified timeframe. A copy of the resolution is attached. If the sidewalk is not repaired by the specified date, the City will cause the repairs to be completed. All costs incurred by the City associated with completing the repairs remain the responsibility of the property owner per Ohio Revised Code 729.02.

Information regarding permitting and inspections is available on the City Website (www.delawareohio.net) by searching 'Right of Way Permit'. All permit and inspection fees are waived for property owners electing to repair deficient sidewalk within the requested timeframe. Answers to common questions regarding sidewalk maintenance and repairs can be found by searching 'Sidewalk Maintenance' on the City's homepage.

Thank you for your cooperation in keeping Delaware's sidewalks safe. If you have any questions please contact us through the Public Works Department customer service line at 740-203-1810 or by email pwcs@delawareohio.net.

Sidewalk Maintenance Program

Background

The City of Delaware continues to take an active position in maintaining pedestrian sidewalks throughout the community through annual inspections and repairs. Sidewalk maintenance is critical to ensure safe walking surfaces connecting our neighborhoods, especially for those unable to drive, for the elderly, and for those with limited mobility. Every year individuals are injured on sidewalk that has fallen below established safety criteria to the point it poses a hazard to pedestrians. The City's Sidewalk Maintenance Program is designed to identify potential deficiencies within the sidewalk network and have them addressed within a reasonable amount of time.


Typical Tripping Hazard

In 2007, the city initiated the Safe Walks Program whereby all sidewalk within the city was inspected over a 10-year period. The successful program yielded over 11,000 repairs to sidewalk and greatly improved the safety of our sidewalk network within the community. Nevertheless, every year additional sections of sidewalk become deficient and require repair or replacement. The city continues to address sidewalk deficiencies in three ways.

Customer Service Request: CSR's are initiated through the submission of a sidewalk condition complaint. Upon receipt, the City will inspect the sidewalk for deficiencies. Tripping hazards are identified and marked with orange paint to make the hazard more visible for passing pedestrians. Sections of sidewalk marked with a BLUE dot are the city's responsibility to replace. The city will make the best efforts to repair the deficient sections of sidewalk in a timely manner. Sidewalk sections marked with a WHITE dot are the property owner's responsibility to repair. Affected property owners will receive a notification letter outlining repair requirements and a request that repairs be completed within an established timeframe. Property owners may appeal a requirement by the City to complete sidewalk repairs.

Should a property owner fail to make the requested repairs, the City will consider approving a Resolution of Necessity that will require a property owner to make necessary sidewalk repairs within a specified timeframe. Should the property owner fail to make the required repairs, the resolution allows the City to have the repairs completed and to invoice the property owner for the associated costs.

Street Resurfacing Program: Each year the city initiates an annual street resurfacing program. As part of this effort, public infrastructure including pavement markings, signage, street lighting and sidewalk is inspected and repaired. Sidewalk deficiencies that are identified as the responsibility of the city are addressed before or during the street resurfacing work. If a deficiency is identified as the responsibility of the property owner, the owner is notified in writing and provided sufficient time to address the requested work. Should the owner fail to complete the requested repair, the city follows the same procedure as outlined above whereby City Council action will require the repairs to be completed.

Annual Sidewalk Maintenance: Each year the city initiates an annual sidewalk maintenance effort whereby deficient sections of sidewalk, including handicap ramps at intersections, are repaired. Though most of the work includes deficient sidewalk and handicap ramps that are the City's responsibility to repair, it will also include the repair of sidewalk sections that have been identified as owner responsibility if the owner has failed to complete repairs within previously designated timeframe.

Common Sidewalk Deficiencies









Repair Methods



Surface Grinding: A concrete surface planer can be used to grind an uneven section of sidewalk smooth to address vertical tripping hazards. This work can be completed with minimal disruption to pedestrians or the adjacent property. This method is limited to tripping hazards up to a maximum of one inch in height and should be performed by an experienced contractor.



Replacement: Where surface grinding is not possible, conventional removal and replacement is the most common repair method available. When walks sections are removed, tree roots directly below the walk are removed to reduce the likelihood of reoccurring damage from roots lifting sidewalk sections. This method generally takes two or three days to complete before a walk can be opened to pedestrians.



Slab Jacking: Contractors have developed a method to raise sections of concrete walk that have settled utilizing specialized grouting equipment and procedures. Many walk sections can be repaired by this method avoiding more costly repair methods. This process though requires an experienced contractor with appropriate equipment.

Finding & Hiring a Contractor: The City strongly recommends property owners solicit multiple repair estimates for cost comparison and to check on a contractor's references for sidewalk work completed for other property owners. Social media resources such as Nextdoor can be a good resource to ask neighbors about their respective experience with local contractors.

Questions regarding repair materials, methods, or regarding the procedures to complete required sidewalk repairs can be submitted by email to pwcs@delawareohio.net or by calling 740.203.1810

Frequently Asked Questions

Why does the City have a Sidewalk Maintenance Program?
The Sidewalk Maintenance Program is an ongoing effort to evaluate sidewalks throughout the community, identify deficiencies, and to make repairs as necessary. Maintaining a safe sidewalk network is especially important to pedestrians with mobility challenges.

What do the BLUE and WHITE dots mean that appear on my sidewalk?
Staff from the Public Works Department will perform inspections of all sidewalks. Sections of sidewalks found to be out of compliance with sidewalk safety criteria are marked with a dot of blue or white paint. A 'WHITE' dot indicates a section of sidewalk needs to be repaired or replaced and is the property owner's responsibility. A 'BLUE' dot indicates a section of sidewalk will be repaired or replaced at the City's expense. The city sidewalk ordinance specifies that sidewalk damaged as a result of tree roots from a city street tree within the grass area between the sidewalk and street is the responsibility of the city to repair.

Why do I have to pay to fix public sidewalk?
The responsibility to maintain and repair sidewalks in any community in Ohio is regulated by the Ohio Revised Code 729.01 which states that the condition and maintenance of sidewalks is the responsibility of the adjacent property owner. The City of Delaware's codified ordinances reflect this position in Chapter 909 "Sidewalk, Curbs & Gutters" and requires property owners to keep sidewalk adjacent to their properties, free of snow, ice, debris, and in a safe and walkable condition.

What if I disagree with the requirement to repair the sidewalk on my property?
If a property owner disagrees with the requirement they may appeal to the City for additional consideration. To appeal, the property owner will be provided with an opportunity to appear before the City's Public Works Committee to explain the objection to completing requested repairs. The Public Works Committee, made up of three (3) City Council members, will consider the objection and render a decision which is considered final. Written appeals may be submitted in lieu of attendance.

What if a sidewalk section marked as my responsibility is on my neighbor's property?
The city does not perform property surveys prior to evaluating and marking sidewalk for repair. We do the best to determine where property lines are; however, it is not always clear by looking between two homes. Upon receipt of a letter requesting repairs be completed, we ask that you contact your neighbor if there are concerns regarding the property line location and associated repair responsibility.

If I hire my own contractor, do I need a permit to repair my walk?
Yes, a permit is required for all sidewalk work; however, there is no fee for sidewalk maintenance and repair. Permits provide the city notification that work is being completed so that our records can be updated accordingly and required inspections can be arranged with your contractor before the section of sidewalk is poured. Permits can be obtained by contacting the Public Works Department customer service line at 740-203-1810 or email pwcs@delawareohio.net

Am I responsible for completing sidewalk repairs if I just purchased my home?
The current property owner is responsible for completing necessary repairs to sidewalk regardless of when the needed repair was first identified.

When will I be invoiced for sidewalk repairs performed by the City?
If the City must complete repairs on behalf of the property owner, the Public Works Department notifies the Finance Department of the final cost of repairs associated with a particular property. The Finance Department in turn will mail an invoice for this cost directly to the property owner. Payment is generally due within 60 days of receipt of the invoice.

What if I can't pay the invoiced amount?
Ohio Revised Code 729 stipulates that the cost of sidewalk repairs incurred by the City can be assessed to the property owner. Property owners who have difficulty paying for the cost of repairs should contact the City Finance department to discuss payment options.

How much time do I have to complete the sidewalk repairs?
The amount of time to complete the required repairs varies depending on the time of year the deficiency was identified. Typically, the city requests a property owner to complete the requested work within 90 to 180 days depending on when the sidewalk deficiency was first identified.

What are the approved methods to repair sidewalk?
Repairs generally require the expertise of a licensed contractor familiar with local construction standards, and who is properly trained.

Replacement: The most common method to repair a section of sidewalk is to remove it and replace it with new concrete walk. Replacement establishes a permanent sidewalk repair that can be constructed to match the edges of surrounding sections of walk.

Surface Planing: In some cases where a section of sidewalk is raised relative to an adjacent section creating a tripping hazard, the raised edge can be ground down with the use of a surface planer. Surface planers can be rented from a local tool supply business, though do require appropriate instruction and experience to be utilized effectively and safely. This method is limited to addressing misalignments of less than one inch. Excessive planing can lead to a weakened sidewalk section subject to cracking.

Slab Jacking: Jacking is a less intrusive repair but does require specialized equipment available to a limited number of Central Ohio contractors. With jacking, sections of sidewalk that have settled, are lifted back into position by injecting high pressure cement grout under a sidewalk section through holes drilled in the sidewalk.

Is patching an acceptable repair method?
No. The use of various leveling or patching compounds to repair deteriorated sidewalk surfaces, or as a means to eliminate a tripping hazard, are NOT an approved method of repair. These repairs generally fail within a year, especially in climates subject to freeze and thaw cycles in the winter months.

What if the damaged section of sidewalk is a result of tree roots?
The city is responsible for sidewalk damage resulting from street tree roots lifting adjacent sidewalk. Street trees are planted between the edge of the street and the sidewalk. However, the property owner is responsible for sidewalk repairs if the tree root damage is from a tree planted on the 'house' side of the sidewalk.

What if a tree must be removed?
There are instances where the roots of a street tree need to be trimmed in order to reconstruct a sidewalk properly. The city will approve adjustments to the sidewalk location in order to try to save a tree from removal. If in the opinion of the City Arborist, the root system is too damaged by trimming to reliably support the tree after trimming, the tree will be removed by the city. Trees that have been removed will be replaced by new street trees at the direction of the City Parks and Natural Resources Department. Street tree removal and replacement will be paid for by the city.

How long do I need to stay off the new sidewalk?
We understand that sidewalk repairs present an inconvenience to both property owners and the neighborhood. We ask our contractor to have the sidewalk replaced within 14 days of those sections being removed. Once poured, the sidewalk can be used in three days for foot traffic, though we ask the property homeowner refrain from operating heavy vehicles or yard tractors over the new walk for at least seven days.

Who is responsible for restoring my property and watering newly planted grass areas?
Restoration of the disturbed area around your walk should be completed within seven days of being poured. In some cases, restoration may be delayed due to weather conditions. The contractor is responsible for replacing topsoil in all disturbed areas, plant grass seed, and protect the seed with mulch. It is up to the property owner to water the reseeded areas to ensure germination and growth of the grass.

How long will my driveway remain inaccessible during construction?
There are instances whereby sections of sidewalk to be repaired are within the driveway apron area. In these cases, the contractor is instructed to use a quick-set concrete mix that allows for the driveway to cure and be reopened to vehicle traffic in 24 hours of being poured. The quick-set mix adds cost. If a property owner does not require immediate driveway access, the standard 7-day cure concrete can be used by request.

Can I have the contractor perform additional concrete work that's not required by the city?
Yes, property owners may work directly with the contractor to plan for additional concrete work above what's required by the city, and for payment of that work.

What if the new sidewalk is vandalized?
Children may be attracted to the wet concrete and attempt to write in it or even ride a bike across the new walk. Unfortunately, there is little the city can do to prevent this from occurring. We ask that residents be watchful of the freshly poured concrete to minimize this type of vandalism.

What if my downspout is under a section of sidewalk to be repaired by the city?
Once the section of sidewalk is removed, the contractor will repair or replace any deficient section of downspout drain found under the sidewalk as required with new PVC drain tile before pouring the new sidewalk. If the downspout drain interferes with placement of the new concrete walk section, the contractor will notify the city and property owner that the drain cannot be reinstalled. It is then up to the property owner to relocate the downspout drain.

What if there is an existing drainage issue adjacent to the sidewalk repair?
Resolving property drainage issues around sidewalks requires more extensive grading and sidewalk replacement than is intended in the scope of the sidewalk maintenance program. It is possible that a repaired section of sidewalk may continue to be subject to flooding even after safety repairs are completed.

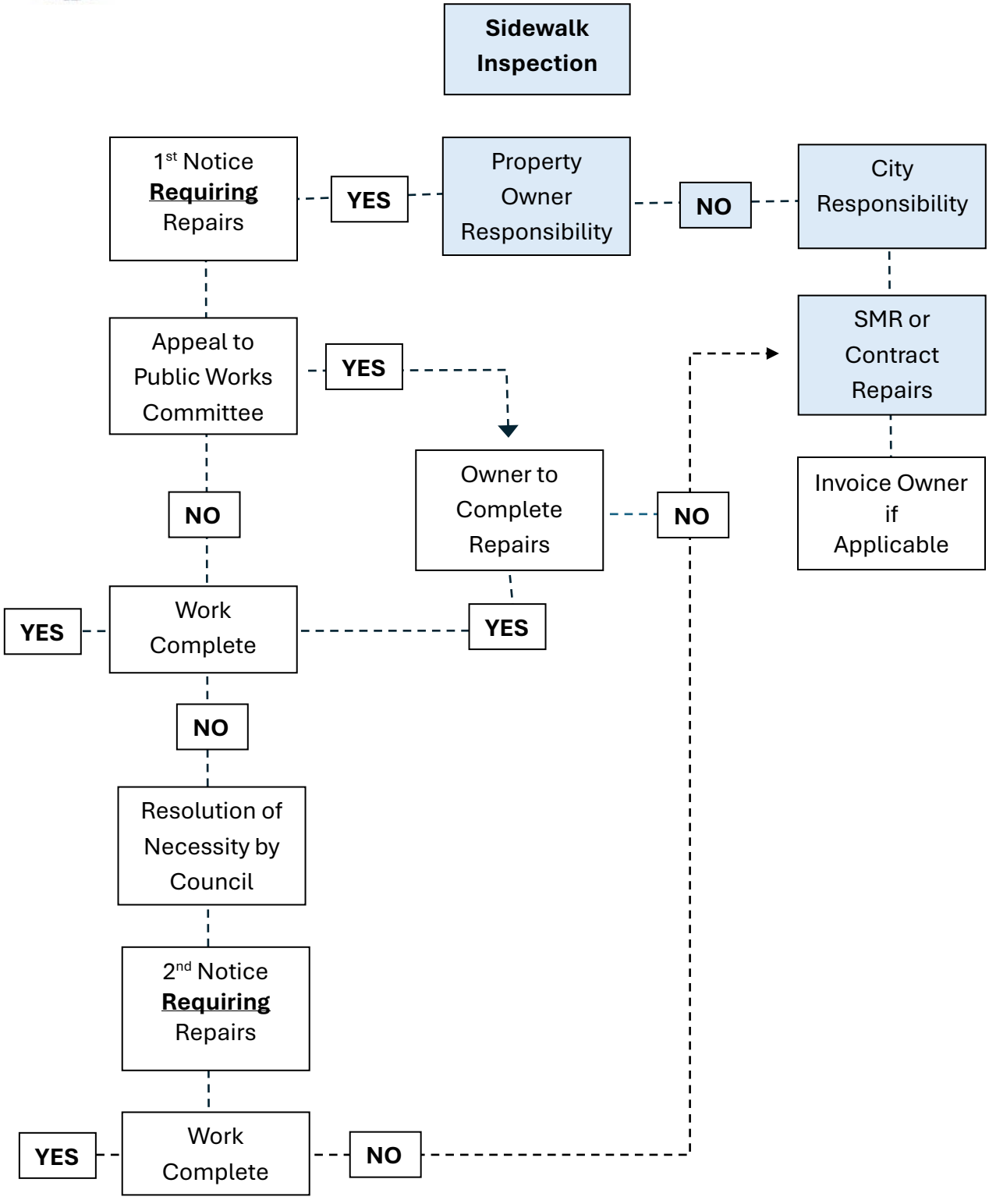
What if I have an irrigation or Invisible Fence system near the sidewalk?
It is important for a property owner to notify both the city and contractor of the presence of an invisible fence or irrigation system below or near any sidewalk section to be repaired. These systems should not be installed within the public right of way. The contractor shall make every attempt to not disturb the system during the excavation and replacement of sidewalk. Should the system be accidentally disturbed or broken, it is the property owner's responsibility to repair any part of the system installed within the public right of way.

Are curbs included with this project?
No, curbs are not addressed through the Sidewalk Maintenance Program.

Will missing sections of sidewalk be addressed under the Sidewalk Maintenance Program?
No. Requests for infill sidewalk projects can be submitted by contacting the Public Works Department customer service line at 740-203-1810 or email pwcs@delawareohio.net

Is it safe to spread salt on new sidewalk?
No. The use of salt or other ice melting products promotes rapid and frequent freezing and thawing of water on the surface of new concrete sidewalk, which in turn can damage the surface. It is best to utilize sand on new sidewalk until a year has passed since the walk was constructed.

Sidewalk Maintenance Program Workflow



Updated 6/18/25

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Jonathan Owen, City Engineer
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSIDERATION OF RESOLUTION NO. 25-80**
SUBJECT:	Resolution No. 25-80, a resolution authorizing the City Manager to enter into a cooperative agreement with Delaware County for purposes of submitting an application to the Ohio Public Works Commission (OPWC) State Capital Improvement and/or Local Transportation Improvement Programs Round 40 for the 2027 pavement resurfacing and traffic signal improvement project and authorizing the City Manager to prepare and submit the application to OPWC.

SUGGESTED ACTION:

ATTACHMENTS:

Fact Sheet Res 25-80, OPWC Rd 40.docx
Res 25-80 OPWC Rd 40 Application.doc
Round 40 OPWC Project Location Map.pdf
DRAFT OPWC Round 40 City County Agmt.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 16 DATE: 10/13/2025

ORDINANCE NO: RESOLUTION NO: 25-80

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jonathan R. Owen, P.E., City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH DELAWARE COUNTY FOR PURPOSES OF SUBMITTING AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS ROUND 40 FOR THE 2027 PAVEMENT RESURFACING AND TRAFFIC SIGNAL IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT THE APPLICATION TO OPWC.

BACKGROUND:

The Public Works Department is proposing to pursue OPWC and Delaware County grant funding opportunities to resurface roadways and improve a traffic signal in 2027. The specific portions of work are as follows (see also attached exhibit):

- Replace the traffic signal at the West William Street and Liberty Street Intersection and make minor geometry improvements to the curb lines at the corners to better accommodate right turns off William Street.
- Approximately 2,850 feet of Curtis Street (from W. William Street to CSX Railroad Crossing).
- Approximately 3,580 feet of Firestone Drive (from Curtis Street to Boulder Drive).

REASON WHY LEGISLATION IS NEEDED:

Passage of this Resolution authorizes the City Manager to apply for grant funding from OPWC in November 2025. The project is eligible to be funded by the State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP). OPWC will make the determination on which program funds the project, if any. If grant funding is awarded, this Resolution also allows the City Manager to sign a formal OPWC Project Agreement in July of 2026. It is anticipated that the amount of grant funding requested in the application will be up to $450,000.

This Resolution is also required in order for the City Manager to apply for funding from the County and to sign an intergovernmental agreement for participation in the County's Roadway Grant Assistance Program (RGAP). The RGAP will provide matching funds of $3 for every $1 of local City funding, up to a maximum of the grant funding from OPWC or $150,000, whichever is less.

Lastly, this Resolution authorizes the City Manager to execute contracts for the design and construction of the project.

COMMITTEE RECOMMENDATION:

None

FISCAL IMPACT(S):

The total project cost is currently estimated to be $1,235,000. The adopted 2026-2030 Capital Improvement Plan (CIP) includes the following allocations available for this project:

Item	Amount
OPWC Grant	$450,000
Delaware County Grant	$150,000
City Funding	$600,000
City Funding (ADA upgrades)	$50,000
Total	**$1,250,000**

POLICY CHANGES:

None

PRESENTER(S):

Jonathan R. Owen, P.E., City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

Round 40 OPWC Application Project Location Map
Draft County Cooperative Project Agreement

RESOLUTION NO. 25-80

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH DELAWARE COUNTY FOR PURPOSES OF SUBMITTING AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPTIAL IMPROVEMENT AND/OR LOCAL TRANSPORATION IMPROVEMENT PROGRAMS ROUND 40 FOR THE 2027 PAVEMENT RESURFACING AND TRAFFIC SIGNAL IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT THE APPLICATION TO OPWC.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Delaware is planning to make capital improvements to the West William Street & Liberty Street Traffic Signal, Curtis Street, and Firestone Drive as part of the 2027 Pavement Resurfacing and Traffic Signal Improvement Project (Project); and

WHEREAS, the County of Delaware provides financial assistance to political subdivisions applying for OPWC Grant funds for Capital Improvements to public infrastructure; and

WHEREAS, Delaware County, through the Roadway Grant Assistance Program (RGAP), will contribute three dollars ($3) for every one dollar ($1) of local share funding provided by the City of Delaware not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars ($150,000), whichever is less; and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs and the RGAP,

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

SECTION 1. The City Manager is hereby authorized to submit an application to the Ohio Public Works Commission for funds as described above.

SECTION 2. The City Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3. The City Manager is hereby authorized to submit an application to Delaware County for matching funds through the County's RGAP program to be utilized for the Project.

SECTION 4. The City Manager is hereby authorized to enter into a Cooperative Agreement with Delaware County for an OPWC grant application with a Delaware County match not to exceed $150,000.00 for the Project.

SECTION 5. That the City of Delaware agrees to be the designated lead agency, signing all required applications, agreements, and correspondence.

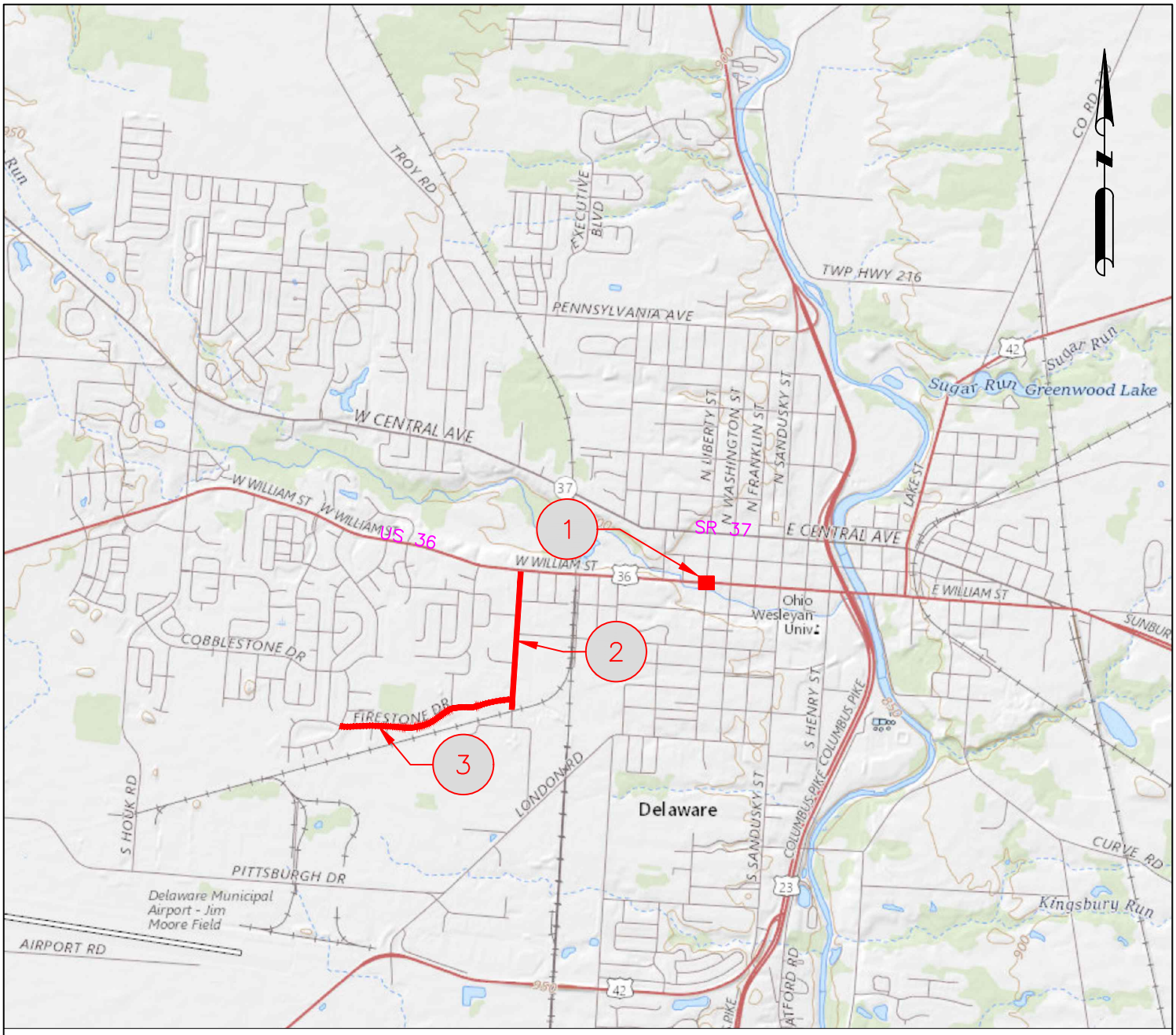
SECTION 6. The City Manager is authorized to execute contracts for the design and construction of the Project.

SECTION 7. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 8. That this resolution shall be in force and effect immediately upon its passage.

PASSED: _____, 2025 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR



OPWC ROUND 40 PROJECT LOCATIONS

1. WEST WILLIAM STREET/NORTH LIBERTY STREET TRAFFIC SIGNAL
2. CURTIS STREET RESURFACING
3. FIRESTONE DRIVE RESURFACING

EST 1808
CITY OF DELAWARE OHIO

ROUND 40 OPWC APPLICATION

PROJECT LOCATION MAP

SCALE: 1"=3,000'

SHEET 1 OF 1

10/8/2025

COOPERATIVE PROJECT AGREEMENT
BY AND BETWEEN
CITY OF DELAWARE
AND DELAWARE COUNTY

The CITY OF DELAWARE, the Project Sponsor, and the Delaware County Board of Commissioners hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission (OPWC) for the Project known as 2027 ROADWAY RESURFACING AND TRAFFIC SIGNAL IMPROVEMENT PROJECT, for Round 40 of the OPWC programs.

The CITY OF DELAWARE will provide the Local Share as described in the OPWC Application for Funding Assistance from the OPWC Project Capital Fund not to exceed approximately $650,000, and will pay its Local Share as invoices are due.

Delaware County, through the ***Roadway Grant Assistance Program (RGAP)***, will provide matching funds equal to three ($3) Dollars for every ($1) Dollar Local Share provided by the CITY OF DELAWARE, not to exceed the amount of grant funds provided by OPWC or One Hundred Fifty Thousand Dollars ($150,000), whichever is less, from the Road and Bridge Projects fund, subject to the approved RGAP Grant Guidelines.

Delaware County agrees to pay its share of costs as construction invoices are due, or, if requested by the Project Sponsor, shall pay directly to the awarded contractor.

Delaware County authorizes the Project Sponsor to be the lead applicant and to sign all necessary applications, agreements and certifications relating to the OPWC programs and this Project.

This Agreement shall become effective the date last signed by the parties below. This Agreement shall become null and void if the Project does not receive a grant award by the OPWC in the funding round stated above, or if the required OPWC Grant Agreement is not properly executed by the Project Sponsor or if funding is revoked for any reason by the OPWC.

CITY OF DELAWARE

_____ _____
Paul J. Brake, City Manager Date

Approved as to form:

_____
City Attorney

DELAWARE COUNTY

_____ _____
Barb Lewis Date
President, Board of County Commissioners
Pursuant to Resolution _____

DRAFT

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

Delaware County
2027 Roadway Resurfacing and Traffic Signal Improvement Project

This _____ day of _____, 2025

I, Auditor of Delaware County, Ohio, hereby certify that the Delaware County Engineer has the amount of $150,000 available in the Road and Bridge Projects Fund (10040421), and that this amount will be used to pay the local share of the City of Delaware project known as the "2027 Roadway Resurfacing and Traffic Signal Improvement Project" when it is required.

_____
George Kaitsa, Delaware County Auditor

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

City of Delaware
2027 Roadway Resurfacing and Traffic Signal Improvement Project

This _____ day of _____, 2025

I, Finance Director of the City of Delaware, hereby certify that the City of Delaware has the amount of Six Hundred Thousand Dollars ($650,000) in the OPWC Project Capital Fund, or it is in the process of being collected, and that this amount will be used to pay the local share of 2027 Roadway Resurfacing and Traffic Signal Improvement Project, when it is required.

_____
Rob Alger
City Finance Director

AGENDA ITEM NO. a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Paul Brake, City Manager Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER'S REPORT**
SUBJECT:	Introduction of Yaz Ashrawi, Frost Brown, Todd
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Paul Brake, City Manager Office
ITEM TYPE:	Staff Reports
AGENDA SECTION:	**CITY MANAGER'S REPORT**
SUBJECT:	Emergency Expenditure Pursuant to Section 73 of City Charter Memo

SUGGESTED ACTION:

ATTACHMENTS:

Emergency Expenditure - DFD Boiler Replacement.docx
2025-08-26 Delawarw Fire Station Boiler Assessment.pdf

EST 1808
CITY OF
DELAWARE
OHIO

MEMORANDUM

TO: City Council

FROM: Paul J. Brake, ICMA-CM, CEcD, City Manager

DATE: September 25, 2025

RE: Emergency Expenditure Pursuant to Section 73 of City Charter -

An assessment was completed of the gas-fired water boiler at Fire Station 301, and it was identified deficiencies that our heating / cooling contractor has made recommendations to correct. Continued use of the furnace could increase the potential of emitting carbon monoxide. The total estimated cost is approximately $157K. This was not a budgeted repair, but was included in the supplemental appropriations as approved at the September 22, 2025 City Council meeting.

Section 73 of the City's Charter allows the City Manager to enter into a contract under emergency circumstances but requires the Council to receive a statement of the reasons and circumstances. I am providing this background information as part of the contract report.

Per my review, it is my opinion that the circumstances of the purchase warrants Section 73 as I have approved the requisition for this work. I have included a copy of the contractor's assessment of the furnace and the work that is needed. The contract amount will appear on a list of approved contracts sometime in October. Again, to provide notice as per Section 73, I am sharing this for background information.

Invoking the subsection of Section 73 does not occur that often, so it is worth noticing the appropriate provision within this part of the City Charter. The complete text is as follows:

- **SEC. 73. - COMPETITIVE BIDDING REQUIRED; EXCEPTIONS; REPORT OF CONTRACTS.**

Opportunity for competitive bidding shall be given before the awarding of any contract, so far as circumstances render it practicable. No contract or agreement shall be entered into except pursuant to advertisement and competitive bidding if such contract or agreement exceeds the amount established from time to time by State law for competitive bidding. Procedures for advertisement and bidding shall be established by ordinance, or in the absence thereof by the general laws of Ohio. Contracts for professional design services, as the term "professional design services" is defined in the Ohio Revised Code, shall follow a qualifications-based selection process. Contracts for professional services other than the previously mentioned professional design services or expert services or contracts for the acquisition of real property or any interest therein, shall not require advertisement and competitive bidding. But

notwithstanding the foregoing provisions of this section, the City Manager may in cases of disaster or emergency determine that immediate action is necessary to preserve the public property, health, safety, or to restore or replace essential facilities, machinery, or equipment, which have been destroyed or rendered unusable, and thereupon may enter into contracts, agreements, or obligations without competitive bidding or without advertising, as in his/her judgment shall be for the best interest of the City and the public service. He/she shall report every contract, agreement, or obligation so entered into to Council at its next meeting, together with a statement of the reasons and circumstances therefor.
(Amended 11-6-84; Ord. 24-53. Passed 7-22-24, Approved 11-5-24)

VMP ENGINEERING INC.

6225 Emerald Parkway • Dublin, Ohio 43016 • Phone 614-408-3862 • Fax 614-408-3869

September 5, 2025

Nick Feeney
Environmental Air, Inc.
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Lewis Center, Ohio 43035
Office: 614.336.2838
Mobile: 614.581.7936
Email: nick@env-air.com

RE: Delaware Fire Station 301 Boiler Assessment

The purpose of this assessment was to review the boiler serving the Delaware Fire Station 301, identify deficiencies and make recommendations to correct. The information gathered for this report is from a site visit conducted on July 28, 2025 by VMP Engineering and discussion with facilities service personnel and review of existing HVAC drawings.

Background

The fire station is served by a Crane Series 400 gas-fired water boiler and the boiler appears to be from the original install and is over 50 years old. The boiler is a fire-tube design, three-pass system with wet-back (water jacketed) construction and appears to be in fair condition. The boiler is 80% efficient with 1600 mbh input/1280 mbh output. Two inline pumps (one standby) supply hot water from the boiler to two air handling units serving the building and to unit heaters in the garage. The pumps appear to be in fair condition. The age of the pumps are not known. Combustion air is ducted from an intake on the south side. The boiler flue is piped to a shaft in the fire hose tower, which rises above the building roof level.

Findings

The boiler provides 1280 mbh of output heat for approximately 14,400 square feet, which equates to about 89 btuh/sqft. A conservative estimate for heat is 40 btuh/sqft, which indicates the boiler is about twice the size as needed for the building.

The boiler is still operational. Service personnel have reported multiple boiler cleanings of fire tubes and flue cleaning, about every two years. The creosote build-up results in periodic carbon monoxide alarms generated by a carbon monoxide monitor in the space. Service personnel have identified carbon monoxide back up is causing alarms from creosote buildup in the heat exchanger and flue.

Service personnel pointed out that the hot water expansion tank becomes waterlogged yearly. The type of expansion tank is not known, though based on the age of the system, the tank is probably just a basic steel tank without a bladder. Over time, air naturally gets absorbed into the heating water, reducing the air cushion in the tank. The tank fills with water and becomes waterlogged, losing its ability to manage pressure.

Recommendations

VMP recommends replacing the old boiler, heating pumps, and boiler flue, including the flue up through the existing shaft. VMP recommends an 800 mbh input high efficiency condensing boiler, which offers multiple advantages. The water supply temperature can be reset from design 180°F. down to 130°F. based on outside air temperature, providing higher operating efficiency up to 95%. The boiler flue is smaller and can be routed up through the existing flue riser, eliminating demolishing old flue and modifications to existing shaft. Boiler combustion air can be piped directly from the existing intake louver to the boiler. Due to age, pumps, control valves and associated appurtenances should also be replaced.

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Another option is to install two boilers each sized for about 2/3 of the heating load. This provides redundancy for heating as one boiler would handle the heating load the majority of time. The disadvantage is some added cost for addition piping, flue, and install labor.

A new flue will need to be ran for the existing water heater. The water heater flue can also be routed up through the existing combined flue riser. And option would be to replace the water heater with a new indirect water heater fed from the boiler. This would eliminate the need for the new water heater flue.

General
Water condition is not known at this time, in any case, the heating water piping system should be flushed before connecting the new boiler. Any remaining strainers in piping system should be cleaned. The expansion tank should also be replaced to eliminate waterlogging issues.

Opinion of Probable Costs

1. New boiler and pumps, Controls, and Balancing

Construction

1. General Trades / Flue Shaft	$15,000
2. HVAC	$120,000
3. Electrical	$1,500
4. Contingency	$10,000
Subtotal	**$146,500**

Add Alternate – Two Boilers (boiler cost of one vs. two is negligible here)

1. HVAC	
a. Valves/Appurts/Insulation	$15,000
b. Boiler Flue	$5,000
2. Electric	$2,500
Subtotal	**$22,500**

Add Alternate – Indirect Water Heater

1. New Indirect Water Heater	$9,000
2. Eliminate Water Heater Flue	($3,000)
3. Electric	$1,000
Subtotal	**$7,000**

Consultant Fees:

Construction Documents (Includes Architectural)	$6,800
Bidding	N/A
Construction Administration (4 hours)	$1,200
Balancing Contractor Allowance	$1,200
Permit Fees	$1,500 (estimated)
Subtotal	**$10,700**

PROJECT TOTAL..... **$157,200**

Add Alternate – 2 Boilers..... **$22,500**
Add Alternate – Indirect Water Heater **$7,000**

Please do not hesitate to contact me for any additional information or clarifications.

Thank You for Your Time
William J. Dillman P.E.
VMP ENGINEERING INC.

AGENDA ITEM NO. c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 13, 2025
SUBMITTED BY:	Kim Gepper, City Manager Office
ITEM TYPE:	Staff Reports
AGENDA SECTION:	**CITY MANAGER'S REPORT**
SUBJECT:	September 2025 Contract Approvals
SUGGESTED ACTION:	

ATTACHMENTS:
Contract Approvals Sep 2025.pdf

CONTRACT APPROVALS - September 2025				
VENDOR	**EXPLANATION OF AGREEMENT**	**2025 Amount**	**DEPARTMENT**	**DATE**
Terminix	Monthly pest control for Mingo	116.60 per mo	Facilities	9/8/2025
Azteca Systems	Beta testing software	N/A	IT	9/8/2025
CoStar	Licensing agreement	430 per mo/$5160 annual	Economic Development	9/9/2025
Modern Office Methods	Copier replacement for Public Works	$15,206.77	IT	9/9/2025
Complete General Construction	Traffic Signal Maintenance & Repair	$56,500.00	Public Works	9/9/2025
Rockmill Financial Consulting	2026 Financial consulting	$50,000.00	Finance	9/10/2025
GSLI	Website development for Economic Development	$15,000.00	Economic Development	9/12/2025
Griffin Sports Equipment	Mingo Rec Ctr basketball hoop replacement	$30,570.00	Parks	9/19/2025
MD Blacktop	Oak Grove Cemetery blacktop	$75,000.00	Parks	9/22/2025
Lexis Nexis	Skip tracing for income taxes	$4,320.00	Finance	9/23/2025
Modern Office Methods	Copier replacement for Parks Dept.	$10,948.84	IT	9/26/2025
Dixon Engineering	Clean/inspect West 1 MG Water Tank	$6,500.00	Public Utilities	9/26/2025
Stryker	Powerload and Cot for medic	$67,297.90	Fire Dept.	9/30/2025
Aquadoc	2026 Pond treatment at Smith Park	$1,705.00	Parks	9/30/2025
Aquadoc	2026 Pond treatment at Blue Limestone Park	$2,640.00	Parks	9/30/2025