

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

AGENDA

7:00 PM

APRIL 13, 2026

**MEETINGS WILL BE STREAMED LIVE AT CITY HALL UNDER "EVENTS" AT
www.cityofdelawareoh.gov**

- 1. ROLL CALL**
- 2. INVOCATION by TBD**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MOTION SUMMARY**

Approving the Motion Summary from the City Council meeting held on March 23, 2026, as recorded and transcribed.

- 5. 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@cityofdelawareoh.gov. PLEASE NOTE SUBMISSION TIME.

- 6. CONSENT AGENDA**

- a. Acceptance of the Motion Summary from the Parks and Recreation Advisory Board meeting held on January 20, 2026, as recorded and transcribed.
- b. Accepting the Motion Summary from the Shade Tree Commission meeting held on January 27, 2026, as recorded and transcribed.
- c. Acceptance of the Motion Summary from the Civil Service Commission meeting held on March 4, 2026, as recorded and transcribed.
- d. Acceptance of the Motion Summary from the Planning Commission meeting held on March 4, 2026, as recorded and transcribed.
- e. Resolution No. 26-22, a resolution canceling the May 25, 2026, regular meeting of the Delaware City Council.

7. **PROCLAMATION**

Child Abuse and Sexual Assault Awareness Month

8. **INTRODUCTION OF NEW HIRES**

- a. Dennis Willman, Project Manager
- b. Jake Jones, Project Manager

9. **COMMITTEE REPORTS**

10. **PRESENTATION**

Bricker/Graydon: Comprehensive Incentive Policy Update

11. **CONSIDERATION OF A NEW LIQUOR LICENSE**

Consideration of a new liquor license request from 39 East William LLC (DBA Open Bottle Wine and Spirits), located at 39 E William Street, Delaware, Ohio 43015.

12. **THIRD READING OF ORDINANCE NO. 26-10**

Ordinance No. 26-10, an ordinance amending sections 301.04, 301.20, 301.51, 331.37, adding section 373.011, and repealing sections 373.13, 373.14, 373.15, 373.16, 373.17, and 373.19 of the Codified Ordinances of the City of Delaware, Ohio relating to the use and operation of bicycles, motorized bicycles, and electric bicycles.

13. **THIRD READING OF ORDINANCE NO. 26-11**

Ordinance No. 26-11, an ordinance approving a request by Corridor Company for approval of a zoning map amendment from A-1 (Agricultural) to MX-PUD (Residential Planned Unit Development) on 200.59 acres of property as described in "Exhibit A".

14. **THIRD READING OF ORDINANCE NO. 26-12**

Ordinance No. 26-12, an ordinance approving a request by Winkle Civil Engineering & Surveying LLC for approval of a Zoning Map Amendment from PMU (Planned Mixed-Use) to C-PUD (Commercial Planned Unit Development) on 3.039 acres of property located on the northeast side of Liberty Road and Belle Avenue.

15. **SECOND READING OF ORDINANCE NO. 26-13**

Ordinance No. 26-13, an ordinance authorizing the City Manager to enter into an amended cooperative agreement with Delaware County relating to the extension of Sawmill Parkway.

16. **SECOND READING OF ORDINANCE NO. 26-14**

Ordinance No. 26-14, an ordinance authorizing the City Manager to sign and enter into an agreement with a supplier as recommended by the city's electric aggregation consultant Energy Alliances, Inc. for the provision of competitive retail electric aggregation services and electric power supply for eligible customers within the City of Delaware and declaring an emergency.

17. CONSIDERATION OF ORDINANCE NO. 26-16

Ordinance No. 26-16, an ordinance authorizing the City Manager to grant an easement to the Ohio Power Company across DiGenova Way.

18. CONSIDERATION OF ORDINANCE NO. 26-17

Ordinance No. 26-17, an ordinance supplementing the 2026 appropriations and declaring an emergency.

19. CONSIDERATION OF ORDINANCE NO. 26-18

Ordinance No. 26-18, an ordinance accepting the annexation of 5.0 acres of land, more or less, description and map are attached hereto for the annexation known as Patel-Peachblow annexation by Michael R. Shade, agent for the petitioners.

20. CONSIDERATION OF RESOLUTION NO. 26-20

Resolution No. 26-20, a resolution accepting negotiated changes to the Ohio Fraternal Order of Police- Office and Clerical Employee's Agreement with the City of Delaware.

21. CONSIDERATION OF RESOLUTION NO. 26-21

Resolution No. 26-21, a resolution authorizing and approving an intergovernmental agreement with the Tri Township Joint Fire Department for temporary, intermittent storage of a medic unit at Station 331 and declaring an emergency.

22. CITY MANAGER'S REPORT

March 2026 Contract Approvals

23. COUNCIL COMMENTS

24. ADJOURNMENT



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sarah Dinovo, City Clerk

ITEM TYPE: Motion Summary

AGENDA SECTION: **APPROVAL OF MOTION SUMMARY**

SUBJECT: Approving the Motion Summary from the City Council meeting held on March 23, 2026, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:

[20260323 council motion summary.docx](#)

ITEM 1. ROLL CALL

The meeting was called to order at 7:00 PM with the following City Council members present Linsey Griffith, First Ward; Adam Haynes, Second Ward; Kevin Rider, Fourth Ward; Vice-Mayor Catlin Frazier; and Mayor Carolyn Kay Riggle.

Staff Present: Sandra Pereira, Planning and Community Development Director; Adam Moore, Police Chief; Alycia Ballone, Finance Director; David Moser, City Attorney; Andy Beare, Assistant City Manager; and Paul Brake, City Manager

Motion: Vice-Mayor Frazier motioned to excuse Matt McClellan, Third Ward and Kyle Bogan, At-Large, seconded by Councilwoman Griffith. Motion was approved with a 5-0-0 vote.

ITEM 2. INVOCATION

The invocation was led by Sam Rosa, Delaware Christian Church

ITEM 3. PLEDGE OF ALLEGIANCE

ITEM 4. APPROVAL OF MOTION SUMMARY

a. Approval of the Motion Summary from the Joint School Board meeting held on March 9, 2026, as recorded and transcribed.

b. Approval of the Motion Summary from the City Council Meeting held on March 9, 2026, as recorded and transcribed.

Motion: Vice-Mayor Frazier motioned to approve the motion summaries from the Joint School Board meeting held on March 9, 2026, and the City Council meeting held on March 9, 2026, as recorded and transcribed, seconded by Councilman Rider. Motion was approved with a 5-0-0 vote.

ITEM 5. LETTERS, PETITIONS, AND PUBLIC COMMENTS

Adam Moore, Delaware City Police Chief
70 N. Union Street
Delaware, Ohio

Chief Moore shared that Safety Town registration is now open. Safety Town will be held at Dempsey Middle school from June 8-12 with a morning and afternoon session.

ITEM 6. CONSENT AGENDA

a. Acceptance of the Motion Summary from the Records Commission meeting held on March 4, 2025, as recorded and transcribed.

b. Acceptance of the Motion Summary from the Board of Zoning Appeal meeting held on February 11, 2026, as recorded and transcribed.

Motion: Vice-Mayor Frazier motion to approve the consent agenda, seconded by Councilman Rider. Motion was approved with a 5-0-0 vote.

ITEM 7. COMMITTEE REPORTS

Councilwoman Griffith reported the Parks and Recreation Advisory Board met last week which she was unable to attend. There are a lot of spring and summer camps that have open registrations, check out the Parks page to see what those are; the Shade Tree Commission will meet on Tuesday.

Councilman Haynes shared the Board of Zoning Appeals met and stated the board is made up of a good group of people.

Councilman Rider had no reports.

Vice-Mayor Frazier had no reports.

Mayor Riggle shared that the Planning Commission meeting was moved to April 8th due to a lack of quorum during Spring Break.

ITEM 8. PRESENTATION

Jeff Gibbs, Director of Environmental Health, Delaware Public Health District

Mr. Gibbs shared a few updates from the Health Department including a Safe Sleep Program, vaccine clinic coming in April, a pregnancy nutrition program, car seat safety program, a Shred-It event, community tire drive (in October), and hazardous waste disposal.

ITEM 9. PRESENTATION

Rich Surace, Energy Alliances: Electric Aggregation
8469 Blue Ash Road
Cincinnati, Ohio

Mr. Surace shared what the current rate is for the aggregation program (9.28¢) per kWh for AEP customers and 8.99¢ per kWh for Ohio Edison customers, which expires in June 2026. The average savings for an AEP customer have been \$534.15 (26%)/Ohio Edison \$614.29 (27%). The price has increased over the past year. An aggregation rate is driven primarily by two components: Power and Capacity. The capacity rate is the primary reason for rate increases.

Mr. Surace stated the reason for this being brought to council at this time with an expectation of also being approved at this meeting was due to AEP auction rates not being available until the second week of March and the timing of Delaware's meeting schedule. The rate would be good

for a time not to exceed 24 months. The reason for approval at this meeting was due to the volatile nature of this commodity.

ITEM 12. 7:10 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-10

Ordinance No. 26-10, an ordinance amending sections 301.04, 301.20, 301.51, 331.37, adding section 373.011, and repealing sections 373.13, 373.14, 373.15, 373.16, 373.17, and 373.19 of the Codified Ordinances of the City of Delaware, Ohio relating to the use and operation of bicycles, motorized bicycles, and electric bicycles.

Chief Adam Moore, gave a presentation that highlighted the changes to the proposed bicycle and e-bike code updates that included modernizing definitions, add e-bikes, and removes licensing requirements. All of the legal e-bikes that can be ridden on the roadway have pedals, motorized bike without petals is a motorcycle; where e-bikes can and cannot be ridden; and age and helmet requirements.

The new section, 373.011, describes what is needed for a rider to legally ride an e-bike. This includes labeling requirements (class of e-bike, top assisted speed and motor wattage); modification rules; federal equipment compliance; and class specific requirements (all class 3 e-bikes must have a speedometer).

Chief Moore stated there will be a heavy public information campaign to let everyone know about the changes.

A question was asked about bicycles (e-bikes) on sidewalks in the downtown area. Chief Moore stated there are already signs posted about not allowing bicycles to be ridden downtown.

A suggestion was made to partner with the schools to send out information about the new regulations before school is out for the summer to allow both students and parents to have access to the information.

A question about how the enforcement of not only the classification of an e-bike would occur but also how the age would be determined to see if the rider was 16 or younger and required to wear a helmet. Chief Moore stated he felt most of the infractions will be complaint driven as well as reckless behavior which will allow for assessment on the classification and age requirements.

A question of when the date of purchase would go back to for compliance. Chief Moore responded that the Ohio Revised Code goes back to January 1, 2020, which the city would also require.

A question of how many, if any, e-bikes the Police Department has or is considering getting. Chief Moore stated there have been requests for e-bikes and the instructors for the nationally known police mountain bike training that occurs yearly have received requests for e-bike training.

Chief Moore stated as the city grows and the paths connect the neighborhoods, it would seem more likely to have e-bikes available, especially for areas that police vehicles cannot easily access.

A discussion on helmets occurred.

The public hearing opened at 7:42 PM.

There was no public participation.

The public hearing closed at 7:42 PM.

Motion: Councilman Rider motioned to suspend the rule of three readings for Ordinance No. 26-10, seconded by Vice-Mayor Frazier. Motion failed with a 4-1-0 vote.

This ordinance will go to another reading.

ITEM 13. 7:15 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-11

Ordinance No. 26-11, an ordinance approving a request by Corridor Company for approval of a zoning map amendment from A-1 (Agricultural) to MX-PUD (Residential Planned Unit Development) on 200.59 acres of property as described in "Exhibit A".

Sandra Pereira, Planning and Community Development Director, gave a presentation that included the background, overview, how this area conforms with the comprehensive plan, and a concept plan (which can change and won't be finalized until the development plan is submitted and approved).

Applicant:
Todd Foley, POD Design
100 Northwoods Blvd., Suite A
Columbus, Ohio

Bill Keethler, Corridor Company
5131 Post Road
Dublin, Ohio

Mr. Foley stated this is a great community plan and it is exciting to build in Delaware. The city departments and Delaware City School meetings have been positive. Mr. Foley stated they were aware of the eagle's nest in the wooded area and would comply with the ODNR regulations regarding the nest.

Mr. Keethler stated having an opportunity to work with the school district and with a little math, there will be nearly 22 miles of pathways

to walk or bike in this area. This will be a 10–12-year buildout for completion.

The public hearing opened at 7:56 PM.

There was no public participation.

The public hearing closed at 7:56 PM.

Councilman Haynes and Vice-Mayor Frazier expressed their excitement about the connectivity with the city, to US23, and the possible connection to Gallant Woods Park.

Councilwoman Griffith expressed the concerns from current residents in adding more homes, the wildlife in the wooded acres, but feels if it is kept more multi-family homes would help with the greenspace.

This ordinance will go to another reading.

ITEM 14. 7:20 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-12

Ordinance No. 26-12, an ordinance approving a request by Winkle Civil Engineering & Surveying LLC for approval of a Zoning Map Amendment from PMU (Planned Mixed-Use) to C-PUD (Commercial Planned Unit Development) on 3.039 acres of property located on the northeast side of Liberty Road and Belle Avenue.

Sandra Pereira, Planning and Community Development Director, gave a presentation that included the background, overview, location, concept plan, and permitted uses for this site.

Applicant:

Chris Winkle, Winkle Civil Engineering & Surveying LLC
47 Greenville Drive
Milford Center, Ohio

Brooke Diedrich, Snappy's Automotive
257 Crystal Petal Drive
Delaware, Ohio

Mr. Winkle added the road that will be built will be a private road. There is a significant grade on the south side of the road, and it would be cost prohibitive to build anything on that side of the property.

The public hearing opened at 8:04 PM.

There was no public participation.

The public hearing closed at 8:04 PM.

Councilman Haynes stated this business is an example of a business thrived and is able to grow in Delaware.

Councilman Rider asked for clarification about the owners the recreational fields (since two are mentioned in the packet) and how the buffers to the new building are being handled. Ms. Diedrich stated there have been conversations with the Delaware Christian School about collaborations to provide more opportunities for the kids.

This ordinance will go to another reading.

ITEM 10. CONSIDERATION OF ORDINANCE NO. 26-14

Ordinance No. 26-14, an ordinance authorizing the City Manager to sign and enter into an agreement with a supplier as recommended by the city's electric aggregation consultant Energy Alliances, Inc. for the provision of competitive retail electric aggregation services and electric power supply for eligible customers within the City of Delaware 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 further to enable the City to secure a commodity at the lowest available cost and maximize taxpayer savings, and as such will be in full force and effect immediately upon its passage.

Paul Brake, City Manager, stated this contract would renew the electric aggregate as the current contract expires in June 2026 and reviewed the memo that was included in the packet. There is a sense of urgency for approval to lock in the best rate.

Rich Surace, Energy Alliances: Electric Aggregation
8469 Blue Ash Road
Cincinnati, Ohio

Mr. Surace came back up to the podium to respond to the question of why this was not brought before Council before tonight to give more time for consideration. Mr. Surace responded it was due to AEP auction rates not being available until the second week of March and the timing of Delaware's council meeting schedule.

Vice-Mayor Frazier asked if it was possible to present the findings to council without all the information available. Mr. Surace responded it was possible, but he could not answer what the AEP rate would be before this meeting with certainty.

Councilwoman Griffith asked what the rate difference was for the renewal energy rate versus the default energy rate.

Motion: Councilman Haynes motioned to suspend the rule of three readings for Ordinance No. 26-14, seconded by Councilwoman Griffith. Motion failed with a 4-1-0 vote.

This ordinance will go to another reading.

ITEM 11. CONSIDERATION OF A LIQUOR LICENSE TRANSFER REQUEST FROM HUY TRAN TO PERFECT 10 NKL LLC

Consideration of a Liquor License transfer request from Huy Tran to Perfect 10 NKL LLC

Chief Moore stated an extension was asked for granted for this application due to the liquor commissions' inability to provide the name on the application. The name was not given in time to include the investigation in the packet. Since that time, they have provided a name, and the investigation yielded no reason for an objection.

Motion: Vice-Mayor Frazier motioned to approve the license transfer request without objection, seconded by Councilwoman Griffith. Motion was approved with a 5-0-0 vote.

ITEM 15. THIRD READING OF ORDINANCE NO. 26-08 (AS AMENDED)

Ordinance No. 26-08, an ordinance supplementing the 2026 appropriations and declaring an emergency. (AS AMENDED)

Alycia Ballone, Finance Director, reviewed the amendment to the supplement request as well as the supplemental amounts to be reimbursed by grants.

Motion: Vice-Mayor Frazier motioned to approve the emergency clause for Ordinance No. 26-08, seconded by Councilman Rider. Motion was approved with a 5-0-0 vote.

Motion: Vice-Mayor Frazier motioned to approve Ordinance No. 26-08, seconded by Councilman Rider. Motion was approved with a 5-0-0 vote.

ITEM 16. CONSIDERATION OF ORDINANCE NO. 26-13

Ordinance No. 26-13, an ordinance authorizing the City Manager to enter into an amended cooperative agreement with Delaware County relating to the extension of Sawmill Parkway.

Paul Brake stated the Economic Development Director, Nic Langford, would be available at the next meeting to give a presentation.

This ordinance will go to another reading.

ITEM 17. CONSIDERATION OF ORDINANCE NO. 26-15

Ordinance No. 26-15, an Ordinance Authorizing the City Manager to execute a subdivision participation & release form concerning the new national opioid Six Remnant Defendants Settlement and declaring an emergency.

David Moser, City Attorney, stated this is the last of the opioid litigations which would essentially add the City of Delaware's name to the list of recipients of any funds that may be available with this settlement. The deadline is May 4, 2026, to make the application.

Mayor Riggle asked Chief Moore what he does with the money that is received from these settlements. Chief Moore asked Alycia Ballone, Finance Director, how much the city had received so far with these types of settlements. Chief Moore explained there are different amounts to different entities and there have been conversations of how to pool the money to be most effective due to the types of programming it can be spent on.

Motion: Councilman Rider motioned to suspend the rules for Ordinance No. 26-15, seconded by Councilwoman Griffith. Motion was approved with a 5-0-0 vote.

Motion: Councilman Rider motioned to approve the emergency clause for Ordinance No. 26-15, seconded by Councilwoman Griffith. Motion was approved with a 5-0-0 vote.

Motion: Councilman Rider motioned to approve Ordinance No. 26-15, seconded by Councilwoman Griffith. Motion was approved with a 5-0-0 vote.

ITEM 18. CONSIDERATION OF RESOLUTION NO. 26-19

Resolution No. 26-19, a resolution authorizing and approving a pre-annexation agreement for 141.508± acres known as the Olentangy School District annexation on the north side of Bunty Station Road, and west of Sawmill Parkway and declaring an emergency. This Resolution 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 Resolution is required to be immediately effective to permit the Olentangy School District to timely move forward seeking Delaware County's acceptance of its annexation application, which review is scheduled immediately following Council's consideration of this Resolution. Furthermore, emergency consideration will allow for the timely and planned construction plans for the school.

Ms. Pereria, Planning and Community Development Director, stated this pre-annexation agreement is required for a Type 1 expedited annexation to allow the city to collect the income tax from the employees at this school. Ms. Pereira stated in the pre-annexation agreement with the city and the schools, there was a condition to allow the district to move forward with the conditional use permit which was approved at the Planning Commission to allow the school to be built to the district is ready to move on filing the annexation.

Motion: Vice-Mayor Frazier motioned to approve the emergency clause for Resolution No. 26-19, seconded by Councilman Rider. Motion was approved with a 5-0-0 vote.

Motion: Vice-Mayor Frazier motioned to approve Resolution No. 26-19, seconded by Councilman Haynes. Motion was approved with a 5-0-0 vote.

ITEM 19. FINANCE DIRECTOR'S REPORT

a. February 2026 Finance Director's Report

Alycia Ballone, Finance Director, reported income tax is down slightly, interest income is up significantly, permits are on the rise, and the utility rates are going back up.

b. 2025 Annual Impact Fee Report

Alycia Ballone, Finance Director, stated there is a new addition to the report which is the Construction Cost Index which is updated to the code.

Mayor Riggle asked how the Moody and Poor's rating meeting went last week. Ms. Ballone stated she thought the meeting went well and would let City Manager Brake speak more about the meeting.

ITEM 20. CITY MANAGER'S REPORT

Paul Brake, City Manager, reported the State of the City went well and was well attended; attended the District Health meeting; met with the rating analyst (Moody and Poor's) asking to re-affirm our current rating; the extension of Merrick Blvd will begin on April 8th; attended the State of the County through the chamber; attended the State of the Region; the William Street CSX bridge has been reset, many thanks to CSX for their expedited repair/replacement.

ITEM 21. COUNCIL COMMENTS

Councilwoman Griffith stated her thoughts are with the Air Canada team and shared her thoughts on the importance of funding infrastructure and safety in transportation on all levels of government; on the state level

HB352, HB537, HB231 that will greatly improve maternal and infant healthcare in Ohio and recommended residents contact their state representatives to support these initiatives; and wanted to thank city staff for their work and cooperation with the reopening of William Street.

Councilman Haynes shared he thought the State of the City was very good and shared the reporters who attended stated they had no seen so many attend a State of the City; after reading an article in the Gazette about Sherriff Balzer about School Resource Officers, he felt the city could overtake the county in the number of SROs once the new Olentangy School is built.

Councilman Rider shared he is thinking over an idea of having representatives in his ward share their concerns with him.

Vice-Mayor Frazier shared she attended the State of the Region and thought the topics presented were very timely and important; and shared there have been nine women who served on City Council since the adoption of the city charter in 1954.

Mayor Riggle added to Vice-Mayor Frazier's comments that there have been three women mayors in the city and the number of women director's in the city.

ITEM 22. ADJOURNMENT

Motion: Vice-Mayor Frazier motioned to adjourn the meeting at 8:48 PM.

The meeting adjourned at 8:48 PM.

Mayor Carolyn Kay Riggle

Sarah Dinovo, Council Clerk



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CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sarah Dinovo, City Clerk

ITEM TYPE: Motion Summary

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Acceptance of the Motion Summary from the Parks and Recreation Advisory Board meeting held on January 20, 2026, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:

[Parks and Recreation Motion Summary 20260120 - signed.pdf](#)

**PARKS AND RECREATION ADVISORY BOARD
MOTION SUMMARY
JANUARY 20, 2026**

ITEM 1. Roll Call

The meeting was called to order at 6:30 p.m. by Chair Bricker.

Members Present: Chandler White, At-Large; Linsey Griffith, Council Representative; Joshua Bricker, Second Ward; Dede Hibinger, First Ward and Zach Katona, At-Large

City Staff Present: Ted Miller, Parks and Resource Director and Bridget Kocianic, Recreation Program Superintendent

YMCA Staff Present: Roger Hanafin, District Vice President of Operations

Members Absent: Corie Thompson, Fourth Ward Representative; and Ryan Summers, Third Ward Representative

ITEM 2. APPROVAL of the Motion Summary for the meeting held November 18, 2025, as recorded and transcribed.

Motion: Mr. Katona motioned to approve the Motion Summary for the meeting held November 18, 2025, as recorded and transcribed, seconded by Ms. Hibinger. Motion approved by a 4-0-1 vote.

Motion: Mr. Katona motioned to excuse Ms. Thompson and Mr. Summers, seconded by Ms. Hibinger. Motion was approved with a 5-0-0 vote.

ITEM 3. PUBLIC COMMENTS

There was no public participation.

ITEM 4. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

Motion: Mr. Bricker motioned to elect Chandler White as Chair, and Zach Katona as Vice-Chair, seconded by Councilwoman Griffith. Motion was approved with a 5-0-0 vote.

ITEM 5. UPDATE OF DELAWARE AREA COMMUNITY CENTER YMCA

Roger Hanafin, District Vice President of Operations, reported some of the winter programming, attendance rates and approval rates.

ITEM 6. UPDATE ON PARKS AND RECREATION

Bridget Kocianic, Recreation Program Superintendent, shared that there will be Lincoln Run on August 15th that will begin at the Hayes Tennis Courts, continue Lincoln Avenue and end the race at Mingo Park. There are conversations around creating a Unity Fest at Mingo Park to partner with the Lincoln Run. This would be a fundraiser for the Unity Community Center.

Ted Miller, Parks and Resource Director, stated there will be an amendment to the Unity Community lease to maintain the building.

ITEM 7. STAFF COMMENTS .

There were no further comments.

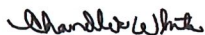
ITEM 8. MEMBER COMMENTS

There were no further comments.

ITEM 9. ADJOURNMENT

Mr. Bricker motioned to adjourn the meeting at 6:43 p.m.

The meeting was adjourned at 6:43 p.m.



Chandler White (Mar 24, 2026 13:36:13 EDT)

Chair



Clerk



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CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sarah Dinovo, City Clerk

ITEM TYPE: Motion Summary

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Accepting the Motion Summary from the Shade Tree Commission meeting held on January 27, 2026, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
[20260127 Motion Summary.pdf](#)

**SHADE TREE COMMISSION
MOTION SUMMARY
JANUARY 27, 2026**

ITEM 1. Roll Call

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

Members Present: Nathan Andears, Stephen Harvey, Dr. Anna Willow, and Linsey Griffith

Staff Present: Hunter Smith, City Arborist and Ted Miller, Parks and Recreation Director

ITEM 2. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary of the Shade Tree Commission meeting held on July 22, 2025, as recorded and transcribed.

Motion: Commissioner Willow motioned to approve July 22, 2025, motion summary, seconded by Commissioner Harvey. Motion was approved with a 3-0-1 vote.

Commissioner Carey arrived at 6:33 PM

ITEM 3. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary of the Shade Tree Commission meeting held on November 25, 2025, as recorded and transcribed.

Motion: Commissioner Griffith motioned to approve November 25, 2025, motion summary, seconded by Commissioner Harvey. Motion was approved with a 5-0-0 vote.

ITEM 4. PUBLIC COMMENT

There was no public participation.

ITEM 5. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

A discussion about the chair and vice-chair responsibilities were and who would be interested in occurred.

Motion: Commissioner Carey motioned to elect Commissioner Harvey as Chair, seconded by Commissioner Griffith. Motion was approved with a 5-0-0 vote.

Motion: Commissioner Willow motioned to elect Commission Andears as Vice-Chair, seconded by Commissioner Griffith. Motion was approved with a 5-0-0 vote.

ITEM 6. STAFF COMMENTS AND UPDATE

January 2026 Arborist Report

Hunter Smith, City Arborist, stated the pruning was going well and is a bit ahead in that respect. The service requests have slowed down due to the winter months.

ITEM 7. PLAN REVIEWS

Sawmill Farms Section 1 (Revised)

Hunter Smith, City Arborist, stated the original plan was approved in July 2025. The change was in removal of a couple of trees for site line purposes. That will affect how the other trees are planted.

A discussion of how far back the trees are required to be from a stop sign occurred.

A discussion of the types of trees within this plan occurred.

ITEM 8. COMMISSION MEMBER COMMENTS AND DISCUSSION

Chair Harvey asked about the pre-order email they received. Commissioner Carey stated that date has passed so they will get what they received last year, in the worse case scenario for the May First Friday event.

Commissioner Willow stated there was going to be a honeysuckle removal event at the woods off Lantern Chase that will be rescheduled. Commissioner Willow asked if the Shade Tree Commission had a Facebook page to put events on. Director Miller stated staff could post the event on the City's Parks and Recreation page.

Commissioner Carey stated Tom Homan (when he came to visit) that the Shade Tree Commission should restart their annual reports to highlight the work the Commission and the City Arborist accomplish in a year. A discussion of what is included in that report.

Director Miller shared the event of the Lincoln Mile Run to be held on August 15th that will begin at the Hayes Tennis Courts, continue Lincoln Avenue and end the race at Mingo Park. There are conversations around creating a Unity Fest at Mingo Park to partner with the Lincoln Run. This would be a fundraiser for the Unity Community Center.


A discussion about various events during the year occurred.

ITEM 9. ADJOURNMENT

Motion: Councilwoman Griffith motioned to adjourn, seconded by Vice-Chair Andears.

The meeting was adjourned at 6:57 PM.


Chairperson


Clerk



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CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sarah Dinovo, City Clerk

ITEM TYPE: Motion Summary

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Acceptance of the Motion Summary from the Civil Service Commission meeting held on March 4, 2026, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
[20260304 motion summary.docx](#)

**CIVIL SERVICE COMMISSION
MOTION SUMMARY
MARCH 4, 2026**

ITEM 1. ROLL CALL

Chair Santos called the meeting to order at 3:30 p.m.

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

Staff Present: Fire Chief Tim Pyle, Delaware City Fire Department; Whitney Faust, Human Resources Administrator; Police Chief Adam Moore, Delaware City Police Department, Mayor Riggle and City Attorney, David Moser

ITEM 2. PLEDGE OF ALLEGIANCE

ITEM 3. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary from the Civil Service Commission meeting held on December 3, 2025, as recorded and transcribed.

Motion: Vice-Chair Hurley motioned to approve the Motion Summary from December 3, 2025, seconded by Commissioner Hollingshead Mancil. Motion was approved with a 3-0-0 vote.

ITEM 4. PUBLIC COMMENT

There was no public participation.

ITEM 5. DISCUSSION AND RECOMMENDATION

a. 2026 Firefighter Recruitment Process Update

Whitney Faust, Human Resources Administrator, went over how the process would change with application process and the change to have in writing, the self-reporting occurring before the physical agility test as this is how it is currently done.

Motion: Commissioner Hollingshead Mancil motioned to approve the 2026 Firefighter Recruitment Process Update, seconded by Vice-Chair Hurley. Motion was approved with a 3-0-0 vote.

b. Approval of the March 2026 Police Officer Certified List

Chief Moore stated a physical agility test was given in February and those who passed were interviewed shortly afterward, resulting in six candidates being added to the list. Chief Moore pointed out that six candidates have been removed from the list (being hired or removed for various reasons).

A discussion of how many openings are currently open at the Police Department occurred.

Motion: Commissioner Hollingshead Mancil motioned to approve the March 2026 Police Officer Certified List, seconded by Vice-Chair Hurley. Motion was approved with a 3-0-0 vote.

ITEM 6. STAFF COMMENTS

Chair Santos asked how many openings the Fire Department currently had, Chief Pyle stated there are 10 openings for 2026. That does include the Station 305 staff to get them trained.

Chief Moore added to the comments earlier stating there are some in the department who can retire but have not made any formal announcements made at this time. Chief Moore also wanted to reiterate how long the process of onboarding a new candidate takes.

ITEM 7. COMMISSIONER COMMENTS

Commissioner Hollingshead Mancil shared she enjoyed the firefighter swearing in ceremony in December and the swearing in of the police officer swearing in ceremony in February. The invitation was appreciated.

Vice-Chair Hurley shared he also attended the police officer swearing in ceremony last month.

Chair Santos stated she appreciated the monthly report on the website.

ITEM 8. ADJOURNMENT

Motion: Chair Santos motioned to adjourn the Civil Service Commission meeting.

The meeting was adjourned at 3:43 P.M.

Chair

Clerk



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sarah Dinovo, City Clerk

ITEM TYPE: Motion Summary

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Acceptance of the Motion Summary from the Planning Commission meeting held on March 4, 2026, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
[20260304 Motion Summary.pdf](#)

**PLANNING COMMISSION
MOTION SUMMARY
MARCH 4, 2026**

ITEM 1. Roll Call

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

Members Present: Brandon Feller, Dustin Nanna (arrived 6:32 PM), Dean Prall, Mayor Riggle, George Stroud (arrived at 6:31 PM), Josh Cross and Stacy Simpson

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

ITEM 2. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary of the Planning Commission meeting held on February 4, 2026, as recorded and transcribed.

Motion: Commissioner Prall motioned to approve the Motion Summary of the Planning Commission meeting held on February 4, 2026, seconded by Mayor Riggle. Motion was approved with a 6-0-0 vote.

Chair Simpson announced Case PUD 26-1, a request by Delaware Development Plan, LTD. for approval of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD on 37.4 acres of property located within the Coughlin's Crossing development was asked to be tabled until the April meeting.

ITEM 3. REGULAR BUSINESS

A. REGULAR BUSINESS

1. MX PUD 26-1: A request by Delaware Development Plan, LTD. for approval of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD on 37.4 acres of property located within the Coughlin's Crossing development. **The applicant has requested this be tabled until the April meeting.**

2. MX PUD 26-2: A request by Corridor Company, LTD. for approval of a Zoning Map Amendment from A-1 (Agricultural) to MX-PUD (Mixed-Use

Planned Unit Development) on 200.59 acres of property located east of the Lantern Chase subdivision, as described in “Exhibit A”.

a. Staff Presentation

Anna Kelsey, Planning and Zoning Administrator, reviewed how the case would proceed then gave a presentation that included the background and overview, how the rezoning fits into the Delaware Together plan, the request and concept plan, and staff analysis and conditions.

b. Applicant Presentation

Todd Foley, POD Design
100 Northwoods Blvd., Suite A
Columbus, Ohio

Bill Keethler, Corridor Company
5131 Post Road
Dublin, Ohio

Mr. Foley stated thought there was a great framework with growth in the area, is excited to partner with the school district for the potential school on the site and thinks the streets would provide great connection to the area.

Mr. Keethler stated this development would be a 10–12-year buildout and was also excited to work with the school district.

c. Public Hearing

The clerk recognized emails from Eric and Debra Kaster, Jim McCurdy, Gabe Franklin, Deanna Crawford, and Catlin Trowbridge.

The public hearing opened at 6:51 PM

Eric Kaster
154 Marblewood Drive
Delaware, Ohio

Mr. Kaster asked about the certainty of the Connaught Place extension, wanted an explanation of impact of the wooded area that abuts the existing homes.

The public hearing closed at 6:53 PM

d. Commission Discussion

The commission asked if the Connaught Place extension would occur and what it would look like, whether houses would be facing Merrick Blvd., if the limitation with the number of units that can be constructed at this time would affect the overall timeline, the ultimate number of units at the end of the project, and where the crossing over Troy Road to Smith Park would be. Staff answered those questions.

e. Commission Action (recommendation to City Council)

Motion: Vice-Chair Nanna motioned to approve MX-PUD 26-2 with all staff conditions, seconded by Commissioner Prall. Motion was approved with a 7-0-0 vote.

3. C PUD 26-3: A request by Winkle Civil Engineering & Surveying LLC for approval of a Zoning Map Amendment from PMU (Planned Mixed-Use) to C-PUD (Commercial Planned Unit Development) on 3.039 acres of property located on the northeast side of Liberty Road and Belle Avenue, as described in "Exhibit A".

a. Staff Presentation

Jon White, Development Planner, gave a presentation that included the site location, current zoning, case background, the proposed rezoned portion map, concept plan, and the permitted use table.

b. Applicant Presentation

Brooke Diedrich
257 Crystal Petal Drive
Delaware, Ohio

Chris Winkle
47 Greenville Drive
Milford Center, Ohio

Mr. Winkle stated they were agreeable to the staff conditions; aligned the road with the sewer trunk line; this will be for the goal of the business relocation of Snappy's Automotive.

c. Public Hearing

The public hearing was opened at 7:20 PM

There was no public participation.

The public hearing was closed at 7:20 PM

d. Commission Discussion

Commissioner Prall asked for clarification of the minor and major automotive repair permitted uses. Ms. Pereira clarified the differences. Ms. Diedrich stated there are bay doors in all work areas so the doors can be closed to help with the noise. Mr. White also clarified that buffering would be addressed at the development plan stage.

e. Commission Action (recommendation to City Council)

Motion: Commissioner Feller motioned to approve C PUD 26-3, with all staff conditions, seconded by Mayor Riggle. Motion was approved with a 7-0-0 vote.

B. CONDITIONAL USES

1. PC 26-2: A request by Fanning Howey Architects, Inc. for Conditional Use Approval for Olentangy High School #5 on 139.66 acres located on the north side of Bunty Station west of Sawmill Parkway, as described in "Exhibit A".

a. Staff Presentation

David Gentile, Development Planner, gave a presentation that included the site location map, case background, and site plan. Mr. Gentile stated this site is currently not annexed into the city.

b. Applicant Presentation

Todd Boyer, Fanning Howey Architects, Inc
5200 Upper Metro Place, Suite 350
Dublin, Ohio

Jeff Gordan, Olentangy Local School District
7840 Graphics Way
Lewis Center, Ohio

Mr. Boyer stated he did not have any more information to add but was available to answer questions.

c. Public Hearing

The public hearing was opened at 7:30 PM
There was no public participation.

The public hearing was closed at 7:30 PM

d. Commission Discussion

Commissioner Prall disclosed his role with the Olentangy Local Schools.

Commissioner Prall shared his concerns with parking, noise and lighting.

Commissioner Feller asked about open enrollment with proximity to the City of Delaware.

Mayor Riggle asked what the approximate number of students would be attending.

Ms. Pereira pointed out in a pre-annexation agreement that has been signed by the city and the school district; there is a provision which states that if the annexation does not get filed or approved then this conditional use would be voided.

e. Commission Action (final decision)

Motion: Commissioner Feller motioned to approve PC 26-2, with all staff conditions, seconded by Vice-Chair Nanna. Motion was approved with a 6-1-0 vote.

C. PLATS

1. S 26-1: A request by Civil and Environmental Consultants for approval of a Final Subdivision Plat for Sawmill Farms Section 1 comprised of 53 single-family lots, public right-of-way, and reserve areas on 21.284 acres of property zoned R PUD (Residential Planned Unit Development).

a. Staff Presentation

Jon White, Development Planner, gave a presentation that included the site overview, background, the subdivision plat, and the staff conditions.

b. Commission Discussion

There was no further discussion.

c. Commission Action (final decision)

Motion: Commissioner Prall motioned to approve S 26-1, Final Subdivision Plat for Section 1 with all staff conditions, seconded by Vice-Chair Nanna. Motion was approved with a 6-1-0 vote.

2. S 26-2: A request by Civil and Environmental Consultants for approval of a Final Subdivision Plat for Sawmill Towns Section 1 comprised of 101 townhome lots, private roads, and reserve areas on 14.870 acres of property zoned R PUD (Residential Planned Unit Development).

a. Staff Presentation

Anna Kelsey, Planning and Zoning Director, stated there was an error on the agenda with the numbers. This case is 26-2.

David Gentile, Development Planner, gave a presentation that included the background and site overview.

b. Commission Discussion

There was no further discussion.

c. Commission Action (final decision)

Motion: Commissioner Prall motioned to approve S 26-2, Final Subdivision Plat for Sawmill Towns Section 1 with all staff conditions, seconded by Commissioner Feller. Motion was approved with a 6-1-0 vote.

ITEM 4. PLANNING DIRECTOR'S REPORT

Sandra Periera, Planning and Community Development Director, stated the next meeting would need to be rescheduled due to a lack of quorum, the zoning code update were approved at City Council; the next project would be an update to the Architectural Standards for the Historic Preservation Commission and the Historic District (a grant is funding the consultant); finally the South Sandusky corridor study has begun with the help from OSU planning students.

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Commissioner Stroud thanked staff for their hard work.

Commissioner Feller thanked staff and the community for coming out tonight.

Commissioner Prall mentioned Route 23 Connector is making the news again; the public comment period is open again.

Vice Chair Nanna announced that if the next meeting does get moved to April 8th, he may not be in attendance because he and his girlfriend's baby is due around that date.

Mayor Riggle had no further comments.

Commissioner Cross announced he would not be able to attend the April 8th meeting, if rescheduled and reminded everyone to change their clocks this Sunday.

Chair Simpson shared he is thankful for staff.

ITEM 6. NEXT MEETING: ~~March 4, 2026~~

ITEM 7. ADJOURNMENT

Chair Simpson motioned for the Planning Commission meeting to adjourn at 7:46 p.m.

The meeting was adjourned at 7:46 p.m.


Chairperson


City Clerk



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Paul Brake, City Manager Office

ITEM TYPE: Resolutions

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Resolution No. 26-22, a resolution canceling the May 25, 2026, regular meeting of the Delaware City Council.

SUGGESTED ACTION:

ATTACHMENTS:

[res 26-22, fact sheet - Canceling 0522526 Council Meeting.docx](#)
[res 26-22, canceling May 25 2026.docx](#)



FACT SHEET

AGENDA ITEM NO: consent item 'e'

DATE: 4/13/2026

ORDINANCE NO:

RESOLUTION NO: 26-22

READING: FIRST

PUBLIC HEARING: NO

PRESENTER: Paul J. Brake, City Manager

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA:

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION CANCELING THE MAY 25, 2026, REGULAR MEETING OF THE DELAWARE CITY COUNCIL.

BACKGROUND:

May 25th is Memorial Day and City offices are closed.

REASON WHY LEGISLATION IS NEEDED:

The Delaware Codified Ordinances require a vote of four or more Council members to cancel a regularly scheduled City Council meeting and twenty-four hours written notice to all elected members of Council absent when the vote is taken

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENT(S)



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sarah Dinovo, City Clerk

ITEM TYPE: Presentation

AGENDA SECTION: **PROCLAMATION**

SUBJECT: Child Abuse and Sexual Assault Awareness Month

SUGGESTED ACTION:

ATTACHMENTS:



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Jonathan Owen, City Engineer

ITEM TYPE: Presentation

AGENDA SECTION: **INTRODUCTION OF NEW HIRES**

SUBJECT: Dennis Willman, Project Manager

SUGGESTED ACTION:

ATTACHMENTS:



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Jonathan Owen, City Engineer

ITEM TYPE: Presentation

AGENDA SECTION: **INTRODUCTION OF NEW HIRES**

SUBJECT: Jake Jones, Project Manager

SUGGESTED ACTION:

ATTACHMENTS:



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CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Nicolas Langford, Economic Development

ITEM TYPE: Presentation

AGENDA SECTION: **PRESENTATION**

SUBJECT: Bricker/Graydon: Comprehensive Incentive Policy Update

SUGGESTED ACTION:

ATTACHMENTS:



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Adam Moore, Police

ITEM TYPE: Liquor Permit

AGENDA SECTION: **CONSIDERATION OF A NEW LIQUOR LICENSE**

SUBJECT: Consideration of a new liquor license request from 39 East William LLC (DBA Open Bottle Wine and Spirits), located at 39 E William Street, Delaware, Ohio 43015.

SUGGESTED ACTION:

ATTACHMENTS:

[unsigned request for Open Bottle Wine and Spirits.pdf](#)

[L-26-03 Open Bottle Wine and Spirits.pdf](#)



DELAWARE CITY COUNCIL
ATTN CLERK
1 S SANDUSKY ST
DELAWARE OH 43015

NOTICE TO LEGISLATIVE AUTHORITY

TO

Form with fields: PERMIT NUMBER (08871343-1), TYPE (NEW), ISSUE DATE, FILING DATE (1/16/2025), PERMIT CLASSES (D-5), TAX DISTRICT (21022), RECEIPT NO, and recipient address (39 EAST WILLIAM LLC).

FROM 3/25/2026

Form with fields: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO, and a RECEIVED stamp dated MAR 30 2026.

MAILED 3/25/2026 RESPONSES MUST BE POSTMARKED NO LATER THAN 04/25/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: FEB NEW 08871343-1 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD [] IN OUR COUNTY SEAT [] IN COLUMBUS

WE DO NOT REQUEST A HEARING []

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title) - [] Clerk of City Council (Date) [] Township Fiscal Officer

(Printed Name) (Email Address) (Telephone No.)



Delaware Police Department Liquor Permit Report

| | | | |
|--|---------------------------------------|--|-------------------------------------|
| DPD Report Number L-26-03 | | Investigating Officer Det. Sgt. Nick Strasser #11 | |
| Applicant (Primary Shareholder) John Cordas | | Company Name: 39 E. William St. LLC DBA: Open Bottle Wine and Spirits | |
| Common Name Open Bottle Wine and Spirits | | Address 39 E. William St., Delaware, Ohio 43015 | |
| Applicant Phone Number 419-631-1825 | | Applicant E-Mail Address: alex@hastielegal.com | |
| <input type="checkbox"/> Existing Business <input checked="" type="checkbox"/> New Business (Supplement Attached) | Type of Business Retail/Bar | Notification Type: New Permit | Date of Report 03/31/2026 |
| Permit Type <input type="checkbox"/> C1/C2X Beer only in original sealed container for carry out only. <input type="checkbox"/> C2 Wine and mixed beverages in sealed containers for carry out. <input type="checkbox"/> D1/D2X Beer only for on premises consumption or in sealed containers for carry out. <input type="checkbox"/> D2 Wine and mixed beverages for on premises consumption or in sealed containers for carryout. <input type="checkbox"/> D4 Beer and any intoxicating liquor to members only, for on premises consumption only until 1:00am. <input checked="" type="checkbox"/> D5 Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am. <input type="checkbox"/> Other D6 | | | |

Location Information

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

Applicant Information

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

Determination on Objection

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

| |
|--|
| <input type="checkbox"/> The Delaware Police Department recommends requesting a hearing into the issuance of a liquor permit for this business, due to one or more of the following criteria for objection as set forth by the Ohio Revised Code. |
| <input type="checkbox"/> Site does not conform to local building, safety and health codes (excluding zoning). |
| <input type="checkbox"/> Law enforcement or state agents do not have ready access to the premises where alcoholic beverages are being served. |
| <input type="checkbox"/> Physical location causes a public nuisance. |
| <input type="checkbox"/> Site has been officially classified as a nuisance according to State Law. |
| <input type="checkbox"/> Conviction of a crime by the applicant that relates to operating a liquor establishment. |
| <input type="checkbox"/> Past improper operation of a location with a liquor permit. |
| <input type="checkbox"/> Misrepresentation of material fact on the application. |
| <input type="checkbox"/> Addiction of the applicant to alcohol or narcotics. |
| <input type="checkbox"/> Formal objection by specific types of other locations to which the site is in certain proximity. |
| <input type="checkbox"/> Conviction of the applicant of food stamp or WIC fraud. |



Delaware Police Department Liquor Permit Report

(Supplement Attached)

Supplement

Supplement Type

- New Business Description
- Police Department Objection
- Community Objection
- Other : Additional Liquor Permit (D5) Requested for New Business

Open Bottle Wine and Spirits/39 East William St. LLC is a new business that recently opened on March 20, 2026. This business applied to obtain liquor permit # 1810036 (D1) through a TRES application on 01/06/2025. Det. Sgt. Bolen completed the background investigation on the D1 TRES request (DPD L-25-02) on 04/07/2025 and found no concerns, resulting in the business obtaining the D1 liquor permit through the Ohio Department of Liquor Control.

A new D5 liquor permit has become available resulting in the business applying for this new permit. In speaking with the applicant, John Cordas (same as the D1 permit), he confirmed there have been no changes to the business. John's business partners remain the same, Jason Adams and Thom Ibinson, and all still hold interest in liquor licenses at Shorty's Pizza and Sand Bar Station. John confirmed that an agent from the Ohio Department of Liquor Control completed a site compliance check on 03/24/2026.

Since there were no community objections identified in 04/07/2025 by Det. Sgt. Bolen, no additional follow up was completed for the addition of this D5 liquor permit at this time.

I see no reason to request a hearing to object to the issuance of this D5 permit.

DET. SGT. N. H. H. 11 03/31/26
Investigating Officer Signature Date

Capt. R. R. R. 4 3/30/26
Supervisor Signature Date



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Adam Moore, Police

ITEM TYPE: Ordinances

AGENDA SECTION: **THIRD READING OF ORDINANCE NO. 26-10**

SUBJECT: Ordinance No. 26-10, an ordinance amending sections 301.04, 301.20, 301.51, 331.37, adding section 373.011, and repealing sections 373.13, 373.14, 373.15, 373.16, 373.17, and 373.19 of the Codified Ordinances of the City of Delaware, Ohio relating to the use and operation of bicycles, motorized bicycles, and electric bicycles.

SUGGESTED ACTION:

ATTACHMENTS:

[ord fact sheet e-bikes.docx](#)

[ORD 25-10, Amending Chapters Electric Bicycle.doc](#)



FACT SHEET

AGENDA ITEM NO: 12

DATE: 04/13/2026

ORDINANCE NO: 26-10

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES (3/23/26
at 7:10 PM)

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Adam C. Moore, Chief of Police

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING SECTIONS 301.04, 301.20, 301.51, 331.37, ADDING SECTION 373.011, AND REPEALING SECTIONS 373.13, 373.14, 373.15, 373.16, 373.17, and 373.19 OF THE CODIFIED ORDINANCES OF THE CITY OF DELAWARE, OHIO RELATING TO THE USE AND OPERATION OF BICYCLES, MOTORIZED BICYCLES, AND ELECTRIC BICYCLES.

BACKGROUND:

The City of Delaware continues to see the proliferation of alternative transportation methods to include the use of electric bicycles.

During 2021, the Ohio legislature updated the Ohio Revised Code to recognize electric bicycles (e-bikes.) The legislation, House Bill 295, defined these vehicles across three different classes: Class 1, Class 2, and Class 3.

Class 1 e-bike: Has pedals, electric motor less than 750 watts, provides assistance while rider is pedaling up to 20mph

Class 2 e-bike: Has pedals, electric motor less than 750 watts, provides assistance regardless of pedaling up to 20mph

Class 3 e-bike: Has pedals, electric motor less than 750 watts, provides assistance while rider is pedaling up to 28mph.

The legislation also instituted restrictions as to the use and operation of electric bicycles to include age restrictions, equipment requirements, and areas of prohibited operation for class 3 e-bikes (paths, sidewalks, etc.)

Local ordinances are typically used to control traffic related issues. The City of Delaware ordinances have not been updated to reflect e-bikes with many bicycle ordinances dating to the 1950s.

REASON WHY LEGISLATION IS NEEDED:

City Code needs to be updated to reflect the addition of e-bikes

COMMITTEE RECOMMENDATION:

The ordinance was discussed at Parking and Safety with a recommendation it move forward for Council's consideration.

FISCAL IMPACT(S):

No Fiscal Impact is Expected

POLICY CHANGES:

N/A

PRESENTER(S):

Adam Moore, Chief of Police

RECOMMENDATION:

Staff recommends approval of the ordinances.

ATTACHMENT(S)

Proposed Ordinance

ORDINANCE NO. 26-10

AN ORDINANCE AMENDING SECTIONS 301.04, 301.20, 301.51, 331.37, ADDING SECTION 373.011, AND REPEALING SECTIONS 373.13, 373.14, 373.15, 373.16, 373.17, and 373.19 OF THE CODIFIED ORDINANCES OF THE CITY OF DELAWARE, OHIO RELATING TO THE USE AND OPERATION OF BICYCLES, MOTORIZED BICYCLES, AND ELECTRIC BICYCLES.

WHEREAS, certain changes are required in the ordinances regarding the use and operation of bicycles, motorized bicycles, and electric bicycles.

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

SECTION 1. That Section 301.04 is hereby amended as follows:

301.04. - Bicycle; motorized bicycle, **ELECTRIC BICYCLE**

(a) "Bicycle" means **A PEDAL-POWERED VEHICLE UPON WHICH A HUMAN OPERATOR SITS, INCLUDING AN ELECTRIC BICYCLE.** ~~every device, other than a tricycle designed solely for use as a play vehicle by a child, propelled solely by human power, upon which any person may ride having two tandem wheels or one wheel in the front and two wheels in the rear or two wheels in the front and one wheel in the rear, any of which is more than fourteen inches in diameter. (ORC 4511.01(G))~~

(b) "Motorized bicycle" **OR "MOPED"** means any vehicle having either two tandem wheels or one wheel in the front and two wheels in the rear, that is capable of being pedaled and is equipped with a helper motor of not more than fifty cubic centimeters piston displacement which produces no more than one brake horsepower and is capable of propelling the vehicle at a speed of no greater than twenty miles per hour on a level surface. **"MOTORIZED BICYCLE" OR "MOPED" DOES NOT INCLUDE AN ELECTRIC BICYCLE** (ORC 4511.01(H))

(C) "ELECTRIC BICYCLE" MEANS A "CLASS 1 ELECTRIC BICYCLE," A "CLASS 2 ELECTRIC BICYCLE," OR A "CLASS 3 ELECTRIC BICYCLE" AS DEFINED IN THIS SECTION. (ORC 4511.01 (SSS))

(D) "CLASS 1 ELECTRIC BICYCLE" MEANS A BICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN SEVEN HUNDRED FIFTY WATTS THAT PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF TWENTY MILES PER HOUR. (ORC 4511.01 (TTT))

(E) "CLASS 2 ELECTRIC BICYCLE" MEANS A BICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN SEVEN HUNDRED FIFTY WATTS THAT MAY PROVIDE ASSISTANCE REGARDLESS OF WHETHER THE RIDER IS PEDALING AND IS NOT CAPABLE OF PROVIDING ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF TWENTY MILES PER HOUR. (ORC 4511.01 (UUU))

(F) "CLASS 3 ELECTRIC BICYCLE" MEANS A BICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN SEVEN HUNDRED FIFTY WATTS THAT PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE REACHES THE SPEED OF TWENTY-EIGHT MILES PER HOUR. (ORC 4511.01 (VVV))

SECTION 2. That Section 301.20 is hereby amended as follows:

301.20. – Motor vehicle.

"Motor vehicle" means every vehicle propelled or drawn by power other than muscular power, except motorized bicycles, **ELECTRIC BICYCLES**, road rollers, traction engines, power shovels, power cranes and other equipment used in construction work and not designed for or employed in general highway transportation, hole-digging machinery, well-drilling machinery, ditch-digging machinery, farm machinery, and trailers designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less. (ORC 4511.01(B))

SECTION 3. That Section 301.51 is hereby amended as follows:

301.51. - Vehicle.

"Vehicle" means every device, including a **BICYCLE**, motorized bicycle, **AND AN ELECTRIC BICYCLE** in, upon or by which any person or property may be transported or drawn upon a street or highway, except that "vehicle" does not include any motorized wheelchair, any electric personal assistive mobility device, or any device, other than a bicycle, that is moved by human power. (ORC 4511.01(A))

SECTION 4. That Section 331.37 is hereby amended as follows:

331.37. - Driving upon sidewalks, street lawns, curbs, bike paths, or shared-use paths.

(a) No person shall drive any vehicle, other than a bicycle **OR AN ELECTRIC BICYCLE IF THE MOTOR IS NOT ENGAGED**, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway.

THIS PROHIBITION DOES NOT APPLY TO A LAW ENFORCEMENT OFFICER OR OTHER PERSON SWORN TO ENFORCE THE CRIMINAL AND TRAFFIC LAWS OF THE CITY, FIREFIGHTER, OR PARAMEDIC USING AN ELECTRIC BICYCLE WITH THE MOTOR ENGAGED WHILE IN THE PERFORMANCE OF THEIR DUTIES.

(b) No person shall drive a vehicle on a street lawn area or the curb of a street, except upon a permanent or duly authorized temporary driveway or when otherwise lawfully authorized.

(c) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree. (ORC 4511.711)

(d) In addition to any penalty prescribed in subsection (c) any vehicle or motorized toy found in violation of this section may be impounded or confiscated by any police officer or his designee and held until such property is reclaimed by the owner or declared abandoned in accordance with police department policy and procedures for abandoned property.

SECTION 5. That section 373.011 is hereby added to the Delaware City Code.

373.011. – ELECTRIC BICYCLES; LABELS; COMPLIANCE WITH FEDERAL REGULATIONS; PERMITTED USES; VIOLATIONS.

(A)(1) ON AND AFTER JANUARY 1, 2020, MANUFACTURERS AND DISTRIBUTORS OF ELECTRIC BICYCLES SHALL PERMANENTLY AFFIX A LABEL, IN A PROMINENT LOCATION, TO EACH ELECTRIC BICYCLE. THE LABEL SHALL SPECIFY WHETHER THE ELECTRIC BICYCLE IS A CLASS 1, CLASS 2, OR CLASS 3 ELECTRIC BICYCLE, THE TOP ASSISTED SPEED THAT THE ELECTRIC BICYCLE IS CAPABLE OF REACHING, AND THE MOTOR WATTAGE OF THE ELECTRIC BICYCLE.

(2) NO PERSON SHALL MODIFY AN ELECTRIC BICYCLE IN A MANNER THAT CHANGES THE TOP ASSISTED SPEED THAT THE ELECTRIC BICYCLE IS CAPABLE OF REACHING UNLESS THE PERSON ALSO MODIFIES THE LABEL REQUIRED UNDER DIVISION (A)(1) OF THIS SECTION TO REFLECT THE MODIFICATION.

- (B)(1) THE MANUFACTURER OF AN ELECTRIC BICYCLE SHALL ENSURE THAT THE ELECTRIC BICYCLE COMPLIES WITH THE EQUIPMENT AND MANUFACTURING REQUIREMENTS FOR BICYCLES ESTABLISHED BY THE CONSUMER PRODUCT SAFETY COMMISSION UNDER 16 C.F.R. 1512 ET SEQ.**
- (2) THE MANUFACTURER SHALL MANUFACTURE ALL CLASS 1 ELECTRIC BICYCLES AND CLASS 3 ELECTRIC BICYCLES SO THAT WHEN THE RIDER CEASES PEDALING THE ELECTRIC MOTOR CEASES TO PROVIDE ASSISTANCE. THE MANUFACTURER SHALL MANUFACTURE ALL CLASS 2 ELECTRIC BICYCLES SO THAT WHEN THE RIDER APPLIES THE BRAKES OR RELEASES OR ACTIVATES A SWITCH OR SIMILAR MECHANISM THE ELECTRIC MOTOR CEASES TO PROVIDE ASSISTANCE.**
- (3) ALL CLASS 3 ELECTRIC BICYCLES SHALL BE EQUIPPED WITH A SPEEDOMETER THAT DISPLAYS THE SPEED OF THE ELECTRIC BICYCLE IN MILES PER HOUR.**
- (C)(1) THE OPERATION OF A CLASS 1 ELECTRIC BICYCLE AND A CLASS 2 ELECTRIC BICYCLE IS PERMITTED ON A PATH SET ASIDE FOR THE EXCLUSIVE USE OF BICYCLES OR ON A SHARED-USE PATH, SO LONG AS THE CLASS 1 ELECTRIC BICYCLE OR CLASS 2 ELECTRIC BICYCLE DOES NOT EXCEED TEN (10) MILES PER HOUR.**
- (2) NO PERSON SHALL OPERATE A CLASS 3 ELECTRIC BICYCLE ON A SIDE WALK, A PATH SET ASIDE FOR THE EXCLUSIVE USE OF BICYCLES OR A SHARED-USE PATH.**
- (3) NO PERSON SHALL OPERATE A CLASS 1 ELECTRIC BICYCLE, A CLASS 2 ELECTRIC BICYCLE, OR A CLASS 3 ELECTRIC BICYCLE ON A PATH THAT IS INTENDED TO BE USED PRIMARILY FOR MOUNTAIN BIKING, HIKING, EQUESTRIAN USE, OR OTHER SIMILAR USES, OR ANY OTHER SINGLE TRACK OR NATURAL SURFACE TRAIL THAT HAS HISTORICALLY BEEN RESERVED FOR NONMOTORIZED USE.**
- (4) DIVISIONS (C)(2) AND (3) OF THIS SECTION DO NOT APPLY TO A LAW ENFORCEMENT OFFICER, FIREFIGHTER, PARAMEDIC, OR OTHER PERSON SWORN TO ENFORCE THE CRIMINAL AND TRAFFIC LAWS OF THE STATE, USING AN ELECTRIC BICYCLE WHILE IN THE PERFORMANCE OF THEIR DUTIES.**
- (D)(1) NO PERSON UNDER SIXTEEN YEARS OF AGE SHALL OPERATE A CLASS 3 ELECTRIC BICYCLE; HOWEVER, A PERSON UNDER SIXTEEN YEARS OF AGE MAY RIDE AS A PASSENGER ON A CLASS 3 ELECTRIC BICYCLE THAT IS DESIGNED TO ACCOMMODATE PASSENGERS.**
- (2) NO PERSON SHALL OPERATE OR BE A PASSENGER ON A CLASS 3 ELECTRIC BICYCLE UNLESS THE PERSON IS WEARING A PROTECTIVE HELMET THAT MEETS THE STANDARDS ESTABLISHED**

BY THE CONSUMER PRODUCT SAFETY COMMISSION OR THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.

(E)(1) EXCEPT AS OTHERWISE PROVIDED IN THIS DIVISION, WHOEVER OPERATES AN ELECTRIC BICYCLE IN A MANNER THAT IS PROHIBITED UNDER DIVISION (C) OF THIS SECTION AND WHOEVER VIOLATES DIVISION (D) OF THIS SECTION IS GUILTY OF A MINOR MISDEMEANOR. IF, WITHIN ONE YEAR OF THE OFFENSE, THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF OR PLEADED GUILTY TO ONE PREDICATE MOTOR VEHICLE OR TRAFFIC OFFENSE, WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE FOURTH DEGREE. IF, WITHIN ONE YEAR OF THE OFFENSE, THE OFFENDER PREVIOUSLY HAS BEEN CONVICTED OF TWO OR MORE PREDICATE MOTOR VEHICLE OR TRAFFIC OFFENSES, WHOEVER VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR OF THE THIRD DEGREE.

(2) THE OFFENSES ESTABLISHED UNDER DIVISION (E)(1) OF THIS SECTION ARE STRICT LIABILITY OFFENSES AND STRICT LIABILITY IS A CULPABLE MENTAL STATE FOR PURPOSES OF SECTION 2901.20 OF THE REVISED CODE. THE DESIGNATION OF THESE OFFENSES AS STRICT LIABILITY OFFENSES SHALL NOT BE CONSTRUED TO IMPLY THAT ANY OTHER OFFENSE, FOR WHICH THERE IS NO SPECIFIED DEGREE OF CULPABILITY, IS NOT A STRICT LIABILITY OFFENSE.

(ORC 4511.522)

SECTION 6. That existing Delaware City Code section 373.13 is hereby repealed.

~~373.13. — Bicycle license required.~~

~~No person shall operate or use a bicycle upon the streets, alleys, parkways, sidewalks, public parks or highways of the City without first obtaining a license therefor from the Police Department.~~

~~"Operation or use of a bicycle," as used in this section, means any occasion of such operation or use by a person who has, or intends to, regularly or frequently operate or use a bicycle in the City.~~

SECTION 7. That existing Delaware City Code section 373.14 is hereby repealed.

~~373.14. — License fees and period of license.~~

~~The Police Department is hereby authorized and directed to issue, through personnel of that Department or such other persons as it may authorize, upon application and payment of the fee provided in the Fee Schedule in Section 197.02 for bicycle licenses which shall be effective for four years. Upon a change of ownership, a license must be obtained by the new owner of the bicycle to transfer registration of the bicycle. Such license shall entitle the~~

~~licensee to operate, or permit another to operate, the bicycle for which such license has been issued, upon all the streets, alleys, parkways, sidewalks, public parks and highways of the City, except in such places where operation of bicycles may be prohibited by other sections of this Traffic Code.~~

SECTION 8. That existing Delaware City Code section 373.15 is hereby repealed.

~~373.15. — License plates and registration cards; records.~~

~~The City shall provide license plates and seals, together with registration cards. Such license plates and registration cards shall have numbers stamped thereon in numerical order, beginning with the number one, and shall indicate the year in which the same are issued. Such license plates shall be suitable for attachment upon the frames of bicycles and it shall be the duty of the Police Department, or its authorized agent, to attach one such license plate to the frame of each bicycle and to issue a corresponding registration card to the licensee upon the payment of the license fee herein provided for. Such license plate shall remain attached during the existence of such license. The Police Department shall also keep a record of the date of issuance of each license, to whom it is issued and the number thereof.~~

SECTION 9. That existing Delaware City Code section 373.16 is hereby repealed.

~~373.16. — Reports of dealers.~~

~~All persons engaged in the business of buying secondhand bicycles are hereby required to make reports to the Police Department giving the name and address of the person from whom each bicycle is purchased, the description of each bicycle purchased, the frame number thereof and the number of the license plate found thereon, if any. All persons engaged in the business of selling new or secondhand bicycles are hereby required to make a report to the Police Department giving a list of all sales made by such dealers, which list shall include the name and address of each person to whom a bicycle is sold and the kind of bicycle sold, together with a description and the frame number thereof, and the number of the license plate attached thereto, if any. No person engaged in the sale of secondhand bicycles shall sell any such bicycle until a report of its purchase from the previous owner has been made as herein required. All reports required by this section shall be made within three days after the close of every calendar week in which a transaction subject to report was made.~~

SECTION 10. That existing Delaware City Code section 373.17 is hereby repealed.

~~373.17. — Reports of transfers of registration.~~

~~It shall be the duty of every person who sells or transfers ownership of any bicycle to report such sale or transfer by returning to the Police Department~~

~~the registration card issued to such person as licensee thereof, together with the name and address of the person to whom such bicycle was sold or transferred. Such report shall be made within five days of the date of such sale or transfer. The purchaser or transferee of such bicycle shall apply for a transfer of registration therefor within five days of the sale or transfer.~~

SECTION 11. That existing Delaware City Code section 373.19 is hereby repealed.

~~373.19. -- Altering appearance of bicycle.~~

~~Any owner of a licensed bicycle who alters the appearance of the bicycle by changing the color thereof, or by changing, adding to or removing any part of or accessory thereto, so that a substantial difference in its appearance results, is required to report such change to the Police Department with his registration card, within three days, for correction of its description on the records of the Department.~~

SECTION 12. 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: _____, 2026

YEAS___ NAYS___
ABSTAIN ___

ATTEST:

CITY CLERK

MAYOR



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sandra Pereira, Planning Department

ITEM TYPE: Ordinances

AGENDA SECTION: **THIRD READING OF ORDINANCE NO. 26-11**

SUBJECT: Ordinance No. 26-11, an ordinance approving a request by Corridor Company for approval of a zoning map amendment from A-1 (Agricultural) to MX-PUD (Residential Planned Unit Development) on 200.59 acres of property as described in "Exhibit A".

SUGGESTED ACTION:

ATTACHMENTS:

- 1 [Fact Sheet.docx](#)
- 2 [CC Staff Report.docx](#)
- 3 [PUD 26-2 Ordinance.docx](#)
- 4 [PUD 26-2 Price Farms Exhibit A.pdf](#)
- 5 [PUD 26-2 Price Farms.pdf](#)
- 6 [MX-PUD 26-2, Price Farms Rezoning.pdf](#)



FACT SHEET

AGENDA ITEM NO: 13

DATE: 4/13/2026

ORDINANCE NO: 26-11

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES (March 23, 2026 at 7:15 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 Corridor Company for approval of a Zoning Map Amendment from A-1 (Agricultural) to MX-PUD (Residential Planned Unit Development) on 200.59 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 7-0 on March 4, 2026

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: MX-PUD 26-2 - Price Farms

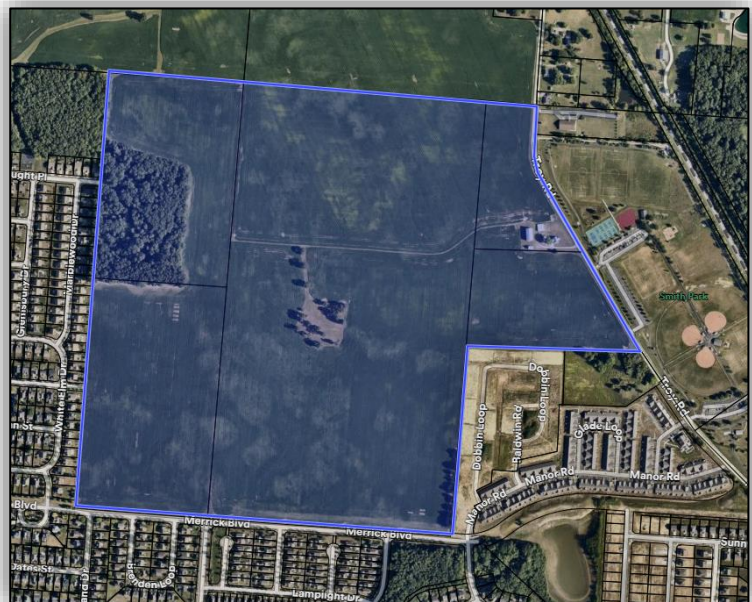
APPLICANT: Corridor Company, LLC
5131 Post Road, Suite 101
Dublin, OH 43017

REQUEST

A request by Corridor Company LLC for approval of a Zoning Map Amendment from A-1 (Agricultural) to MX-PUD (Mixed-Use Planned Unit Development) on 200.59 acres of property as described in "Exhibit A".

BACKGROUND/ LOCATION

The subject site is comprised of five parcels (519-320-01-001-000, 519-320-01-00-000, 519-320-01-003-000, 519-312-01-011-000, and 519-312-01-010-000) located between the Lantern Chase subdivision and the Lucy Ridge development on the north side of Merrick Boulevard. The property was annexed into the City in 2025 (Ordinance 25-51). Note that, while the application in question only applies to these 200.59 acres, the applicant intends to extend this development to Hills Miller Road in the future. Any expansion of this PUD would require additional public hearings.



EXISTING CONDITIONS/ CURRENT ZONING

The site (shown in blue) is currently primarily farmland with an approximately 11-acre treed area on the northwest side of the site adjacent to the Lantern Chase subdivision.

The site was annexed into the City in 2025 (Ordinance 25-75) and is currently zoned A-1 (Agricultural). The surrounding parcels are zoned as follows:

| Location | Zoning | Land Use |
|----------|---|---|
| North | FR-1 (Farm Residential) – Troy Township | Farm/Homestead |
| South | R-NT (Residential Neighborhood Transition) | Single-Family Residential (Lantern Chase / Westfield Hills) |
| West | R-SF (Residential Single-Family) | Single Family Residential (Lantern Chase) |
| East | C/I (Civic/Institutional) / R-MF (Residential Multi-Family) | Smith Park / Multi-Family Residential (Lucy Ridge) |

STAFF ANALYSIS

Zoning: The applicant is requesting to rezone the site to a Mixed-Use Planned Unit Development (MX-PUD) to master plan a mixed residential development and public school site. Because of the scale and complexity of the site, the applicant has not identified specific end users or development patterns within the proposed PUD. Those details will come at the development plan stage and must meet all requirements of the zoning code and the conditions of approval for this PUD.

Land Use and Comprehensive Plan: The subject site is located in the northwest quadrant of the City’s utility boundary, This area is designated as a Suburban Residential character area in the Delaware Together Comprehensive Plan. Appropriate development types in this character area include small- and medium-lot single family, multi-family complex, suburban mixed residential, and others. The proposed uses, including various single and multi-family uses and a public or private school, aligns with several goals and objectives of Delaware Together, including:

- Objective A.1: Encourage a greater mix of land uses in selected locations.
- Objective A.9: Maximize compatibility between existing and new development, while allowing for appropriate changes.
- 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.

Uses: The attached Resolution outlines a variety of conditions relating to the proposed PUD, including the uses, shown in the table below. This table permits lower intensity uses directly adjacent to the existing subdivisions, stepping up to more intense uses closer to Troy Road. The proposed density limits for the development outlined in the Resolution further ensure that development closest to the Lantern Chase subdivision is the lowest in the overall PUD.

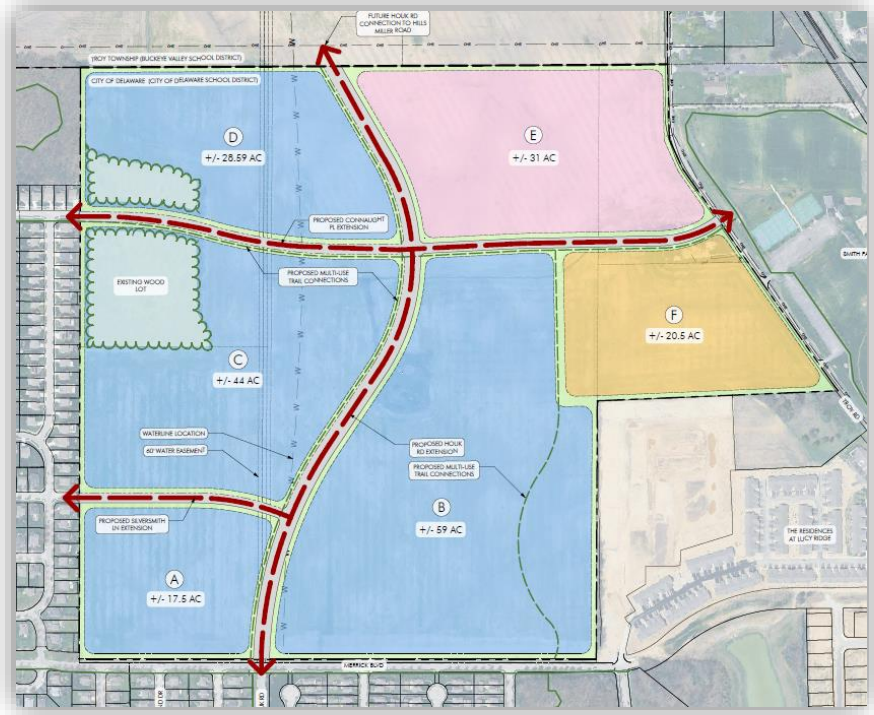
| | Sub-Area A | Sub-Area B | Sub-Area C | Sub-Area D | Sub-Area E | Sub-Area F |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| One- or Two-Family Dwelling | P | P | P | P | | |
| Three- or Four-Family Dwelling | | P | | P | P | P |
| Cluster single-family Dwelling | | P | | P | P | P |
| Multi-Family Complex | | | | | P | P |
| Nursing Home | | | | | C | C |
| Residential Care Facility | | | | | C | C |
| Public or Private School | | | | | P | P |
| Place of Religious Assembly | | | | | C | C |
| Day Care, Child or Adult | | C | | C | C | C |

Concept Plan: The conceptual plan dated "01/21/2026" (right) 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 stages.

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 an extension of North Houk Road, which will serve as the central spine for the development. Additional access is being shown from Troy Road across from Smith Park. The applicant would also be required to extend the existing stub roads of Silversmith Lane and Connaught Place in the Lantern Chase subdivision. 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 gross density of the development shall not exceed 6.3 dwelling units per acre. At this time, this site has limited sanitary sewer capacity, and per the Resolution of Services passed prior to the annexation, the applicant will be limited to 319 dwelling units until expanded sanitary sewer infrastructure is established. Note that any lots directly adjacent to the existing subdivisions will be required to generally conform in size and width to the existing lots.

Buffers, Landscaping, and Open Space

Other than the existing treed area which would be largely preserved, the applicant has not determined the location of other open space throughout the development. This will be determined at the Development Plan stage and will need to meet zoning code requirements.

Pedestrian Access

Taking into account the Comprehensive Plan and long-term goals of the Parks and Recreation Department, the applicant shall provide an east-west multi-use path connection through the PUD. The final location and orientation of this path shall be determined in coordination with the Parks and Recreation Director.

RECOMMENDATION

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

ORDINANCE NO. 26-11

AN ORDINANCE APPROVING A REQUEST BY CORRIDOR COMPANY FOR APPROVAL OF A ZONING MAP AMENDMENT FROM A-1 (AGRICULTURAL) TO MX-PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) ON 200.59 ACRES OF PROPERTY AS DESCRIBED IN “EXHIBIT A”.

WHEREAS, the Planning Commission at its meeting on March 4, 2026 recommended approval of a request by Corridor Company for approval of a Zoning Map Amendment from A-1 (Agricultural) to MX-PUD (Residential Planned Unit Development) on 200.59 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 Corridor Company for approval of a Zoning Map Amendment from A-1 (Agricultural) to MX-PUD (Residential Planned Unit Development) on 200.59 acres of property as described in “Exhibit A”, is hereby confirmed, approved, and accepted with the following conditions:

1. The concept plan dated “01/21/26” illustrates the general layout of the development within this PUD except as further modified by the following conditions.
2. All development plans shall require compliance with these conditions and the requirements of Section 1114.15 of the Zoning Code.
3. Uses permitted in this Mixed-Use Planned Unit Development shall be as follows:

| | Sub-Area A | Sub-Area B | Sub-Area C | Sub-Area D | Sub-Area E | Sub-Area F |
|--------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| One- or Two-Family Dwelling | P | P | P | P | | |
| Three- or Four-Family Dwelling | | P | | P | P | P |
| Cluster single-family Dwelling | | P | | P | P | P |
| Multi-Family Complex | | | | | P | P |
| Nursing Home | | | | | C | C |
| Residential Care Facility | | | | | C | C |
| Public or Private School | | | | | P | P |
| Place of Religious Assembly | | | | | C | C |
| Day Care, Child or Adult | | C | | C | C | C |

4. Roads and Traffic:
 - a. Access points shall generally conform to the access points shown on the concept plan dated "01/21/26". 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). The TIS is required to be submitted prior to submission of a 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.
5. Density and Layout:
 - a. The gross density of Sub-Areas A, C, and D combined shall not exceed 4.8 dwelling units per acre.
 - b. The gross density of Sub-Areas B and E combined shall not exceed 8 dwelling units per acre.
 - c. The gross density of Sub-Area F shall not exceed 20 dwelling units per acre.
 - d. A maximum of 319 dwelling units can be constructed prior to the establishment of additional sanitary sewer infrastructure.
6. Buffers, Landscaping, and Open Space:
 - a. The existing treed area on the west side of the site shall be preserved, with the exception of trees which must be removed to accommodate for the extension of Connaught Place and for future leisure path extension as approved at the Development Plan stage. Final tree preservation details shall be established at the development plan stage for that subarea.
 - b. All buffers and landscaping shall be established at the development plan stage.
7. Pedestrian Access
 - a. The applicant shall provide an east-west connection through the PUD, with the final location to be approved by the Parks and Recreation Director at the Development Plan stage.
8. A sign plan for the PUD shall be required to be submitted prior to the approval of any sign permits for this PUD.

SECTION 2. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone 200.59 acres of land described further in Exhibit A, from A-1 (Agriculture District) to MX-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: _____, 2026 YEAS _____ NAYS _____ ABSTAIN _____

ATTEST: _____
CITY CLERK

MAYOR

Price Farms
Zoning and Development Application
Listing of Ownership

Price Farms. Real property consisting of ±200.59 total acres, located in the City of Delaware, Delaware County, identified as:

1. 519-320-01-001-000 Paul F. Price, Trustee of the Paul F. Price Intervivos Trust U/A August 5, 1998, as amended
2. 519-320-01-003-000 Paul F. Price, Trustee of the Paul F. Price Intervivos Trust U/A August 5, 1998, as amended
3. 519-320-01-002-000 Phyllis H. Price, Trustee of the Phyllis H. Price Intervivos Trust U/A August 5, 1998, as amended
4. 519-312-01-011-000 Paul F. Price, Trustee of the Paul F. Price Intervivos Trust U/A August 5, 1998, as amended
5. 519-312-01-010-000 Paul F. Price, Trustee of the Paul F. Price Intervivos Trust U/A August 5, 1998, as amended

Legal Descriptions of Property Proposed for Zoning

EXHIBIT A

Proposed Annexation

Containing 175.79 +/- Acres

From Delaware Township to the City of Delaware

The petition is filed as expedited II annexation proceeding
under sections 709.021 and 709.023 of the Ohio Revised Code

Situated in the Township of Delaware, County of Delaware, State of Ohio, Section 3, Township 5, Range 19, Part of Farm Lots 25 and 26, United States Military Lands, being all of a 32.813 acre original tract of land, and all of a 155.60 acre original tract of land as conveyed to Paul F. Price, Trustee of The Paul F. Price Intervivos Trust U/A, of record in Official Record 647, Page 506, re-recorded in Official Record Volume 648, Page 355, all of a 29.33 acre tract of land as conveyed to Phyllis H. Price, Trustee of The Phyllis H. Price Intervivos Trust U/A, of record in Official Record 647, Page 510 and being all of a 1.179 acre tract of land as conveyed to City of Delaware, of record in Official Record 1569, Page 2590, all document references are to the records the Recorder's Office of Delaware County, Ohio, and being more particularly described as follows:

BEGINNING at the northwesterly corner of a plat entitled "Lantern Chase Phase 2 Section 6 Part 2", of record in Plat Cabinet 4, Slide 67, also in the north line of said Section 3;

Thence South 85°26'16" East, with the northerly line of said 29.33 acre tract and said 155.60 acre tract, being the northerly line of Section 3 and Farm Lot 25 and 26, a distance of 2582.75 feet to a common corner between Farm Lots 8, 14, and 25, and in the City of Delaware Corporation Line, of record in Plat Book 10, Page 19 and Ordinance Number 73-11, being the northwesterly corner of a 10.625 acre tract conveyed to Paul F. Price, Trustee of The Paul F. Price Intervivos Trust U/A of record in Official Record 647, Page 506;

Thence with said existing corporation line, the following courses:

South 5°08'03" West, with the westerly line of said 10.625 acre tract, and with the westerly line of a 14.932 acre tract of land as conveyed to Paul F. Price, Trustee of The Paul F. Price Intervivos Trust U/A, of record in Official Record 647, Page 506, re-recorded in Official Record Volume 648, Page 355, a distance of 1671.99 feet to the northwesterly corner of a 14.401 acre tract of land as conveyed to Lucy Ridge, LLC, of record in Official Record 2077, Page 2754;

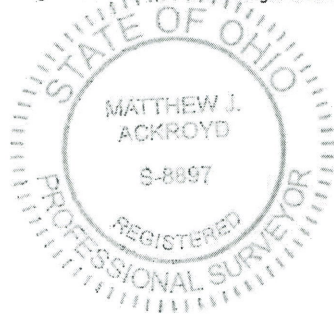
South 5°04'04" West, with the westerly line of said 14.401 acre tract, a distance of 1303.90 feet to the southeasterly corner of said 1.179 acre tract, being a point in the northerly right of way line of said Merrick Boulevard (Variable width right of way) as shown in (Plat Cabinet 3, Slide 471);

North 85°10'05" West, with the northerly right of way line of said Merrick Boulevard, a distance of 2574.93 feet to the southwestly corner of said 1.179 acre tract;

North 4°57'20" East, with the westerly line of said 1.179 acre tract, with the easterly line of a plat entitled "Lantern Chase Phase 2 Section 5 Part 1", of record in Plat Cabinet 3, Slide 125, with the easterly line of a plat entitled "Lantern Chase Section 5 Part 2", of record in Plat Cabinet 3, Slide 248, with the easterly line of a plat entitled "Lantern Chase Phase 2 Section 6 Part 1", of record in Plat Cabinet 4, Slide 52, with the easterly line of a plat entitled "Lantern Chase Phase 2 Section 6 Part 3", of record in Plat Cabinet 4, Slide 58, and with the easterly line of a plat entitled "Lantern Chase Phase 2 Section 6 Part 2", of record in Plat Cabinet 4, Slide 67-67A, a distance of 2963.72 feet to the **POINT OF BEGINNING** containing 175.79 +/- acres, more or less, 175.8 +/- acres lies within Delaware Township.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the O.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property. This Annexation does not create any unincorporated islands.

The above annexation contains 8514.54 +/- lineal feet that is contiguous with the Existing Corporation Line of the City of Delaware, with a total perimeter of 19318.21 +/- lineal feet to be annexed to the City of Delaware, that being 51.5% of the perimeter length that is contiguous to the Existing Corporation Line of the City of Delaware.



CESO Inc.

[Handwritten Signature]
Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Delaware County Engineer:

Map Department

I hereby certify the within to be a true copy of the original on file in the Map Department.

Chris E. Bauserman, P.E., P.S.,

County Engineer

[Handwritten Signature of Chris E. Bauserman]

Supervisor

Date

Rob Lectka

8/12/25



765274-PriceFarms-Annexation-
175.786AC

Situated in the County of Delaware in the State of Ohio and in the Townships of Troy and Delaware, and in the City of Delaware and bounded and described as follows:

FIRST PARCEL: First Tract: In Troy Township, Delaware County, Ohio, and in Range 19, Twp. 6, Qtr. Twp. 3, Sec. 25: Beginning at the northeast corner of said Section 25; thence South with the Section line 50 poles to a stake at the northeast corner of lands formerly owned by Milton Warren, now (October, 1947) owned by Wallace and Mary McAllister; thence West with said McAllisters' line to the northwest corner of said McAllisters' tract; thence South with the west line of said Warren's (now McAllister's) to the northeast corner of lands formerly owned by Eben Williams, now owned by Robert Williams; thence West with Williams' land to the east line of lands owned by John Coonfare; thence North with said Coonfare's land to the northeast corner of lands owned by John Coonfare on said Section line; thence East with said Section line to the place of beginning, containing 76 acres and 120 perches, be the same, more or less.

Second Tract: In Troy Township, Delaware County, Ohio, and known as and being the west half of the northwest quarter and a part of the west half of the east half of said northwest quarter of Section 25, Quarter Township 3, Township 6, Range 19, USM Lands: Beginning at the northwest corner of said Section 25 on the township line between Troy and Radnor Townships; thence S. 89° 44' E. along said Section line 98.38 rods to the northwest corner of a 25 acre tract formerly owned by Peter Coonfare; thence S. 0° 33' W. along the west line of said Coonfare's tract 122.5 rods to the north line of a 10-acre tract formerly owned by E. Williams; thence West along the north line of said 10-acre tract 8.38 rods to the northwest corner of said 10-acre tract; thence S. 0° 33' W. along the west line of said 10-acre tract 40 rods to the south line of said northwest quarter of Section 25; thence N. 89° 44' W. along the south line of said northwest quarter of Section 25 a distance of 90 rods to the southwest corner of said northwest quarter of Section 25; thence N. 0° 33' E. along the west line of said Section and Township line a distance of 162.5 rods to the place of beginning, containing 100.44 acres of land more or less.

EXCEPTING from the foregoing described premises the following described lands: In Troy Township, Delaware County, Ohio, and being 25 acres of land off the north part of the west half of the northwest quarter, and a part of the west half of the east half of the northwest quarter of Section 25, Quarter Twp. 3, Twp., 6, Range 19, USM Lands: Beginning at the northwest corner of said Section on the Township line between Troy and Radnor Townships; thence S. 89° 44' E. along said Section line 98.38 rods to the northwest corner of a 25-acre tract formerly owned by Peter Coonfare; thence S. 0° 33' W. along the west line of said Coonfare's tract 40.66 rods to a point in said west line; thence N. 89° 44' W. on a line parallel with the north line of said Section 98.38 rods to the west line of said Section; N. 0° 33' E. along the west line of said Section and Township line 40.66 rods to the place of beginning, containing 25 acres of land, and being 25 acres off the north part of a 100-acre tract conveyed by Stephen E. Coonfare, et al. to John D. Anderson, et al., of record in Vol. 148, page 37, Delaware County, Ohio Deed Records.



ALSO EXCEPTING the following: In Troy Township, Delaware County, Ohio, and being in Range 19, Twp. 6, Sec. 26, part of the west part of the northwest 1/4 section, U. S. Military Lands: Beginning at a P. K. spike set on the west line of Section 25, also the center line of Township Road No. 8, said point of beginning bears S. 0° 33' W. 912.55 feet from the northwest corner of said Section 25; thence S. 89° 27' E. 307 feet to an iron pipe, passing over an iron pipe at 20 feet; thence S. 0° 33' W. 120.00 feet to an iron pipe; thence N. 89° 27' W. 307 feet to the west line of Section 25, and the centerline of Township Road No. 8, passing over an iron pipe at 287 feet; thence N. 0° 33' E. along the west section line 120 feet to the point of beginning, containing 0.845 acres of land, subject to all legal highways and easements of record and being the same premises of record in Vol. 306, page 578, Deed Records, Delaware County, Ohio.

The above described real estate, less the two exceptions therefrom, being the same premises conveyed to Fred D. Price and John C. Price by deed of record in Vol. 221, page 599, Deed Records, Delaware County, Ohio.

SECOND PARCEL: First Tract: In Troy Township, Delaware County, Ohio, formerly known as the Max Francka farm, being a part of the west half of Lot 8, Sec. 2, Twp. 5, Range 19, USM

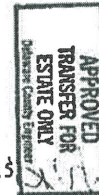
Lands: Bounded as follows: Beginning at a stone on a post by two white oaks on the Section line of the division corner of said Lot 8; thence N. 0° 45' E. along the division line 102-3/4 rods to a stone on a post in the center of the County Road; thence along the center of said Road, N. 77-1/2° W. 74 rods 14 links to a stone on a post at the northeast corner of a tract of land sold to William Chamberlain; thence S. 0° 45' along his east line 117 rods 12-3/4 links to a post on the Section line by hickory and elm; thence S. 89° E. along said Section line 72 rods and 15-3/4 links to the place of beginning, containing, 50 acres, more or less.

Second Tract: Also in Troy Township, Delaware County, Ohio, and in Range 19, Twp. 5, Sec. 2, middle part of south part of Lot 8 in said Section 2: Commencing on the Township line between Delaware and Troy Townships in said County at the southeast corner of a tract of land formerly owned by Asabel Welch, since by W. G. Norris; thence North on the east line of said Norris land 100 rods to the center of the County Road; thence East along said road 80 rods; thence S. 100 rods to the Township line; thence West on the Township line 80 rods more or less to the place of beginning, containing 50 acres, more or less.

For previous instrument of transfer as to the aforesaid two 50-acre tracts see Vol. 270, page 30, Deed Records, Delaware County, Ohio, and Vol. 371, page 279, Deed Records, Delaware County, Ohio.

THIRD PARCEL: First Tract: In Delaware Township, Delaware County, Ohio: Being the north part of Farm Lot 25, Range 19, Twp. 5, Sec. 3, USM Lands, and bounded and described as follows: Beginning at the northwest corner of said Lot in the north line of said Section; thence East along the north line of said lot and section 100 poles, more or less, to the northeast corner thereof; thence South along the east line of said Lot 249 poles, more or less, to the northeast corner of that part of said lot conveyed by James W. Mooney to S. H. and E. J. Hickinbotham, May 31, 1902, the deed for which is recorded in Vol. 117, page 601, Deed Records of said County; thence west along the north line of said Hickinbotham land, 100.32 poles to the west line of said Lot; thence north along said west line 249 poles, more or less, to the place of beginning, containing 155.60 acres of land, more or less.

EXCEPTING therefrom the following: Situated in Delaware Township, Delaware County, Ohio, and being part of Farm Lot 25, Sec. 3, Twp. 5, Range 19, USM Lands: Beginning at an iron pipe set at the northwest corner of Farm Lot 15, being on the east line of Farm Lot 25; thence S. 05° 49' 02" W. on the east line of Farm Lot 25, also being the west line of Farm Lot 15 a distance of 180.73 feet to an iron pipe set on the northeast corner of an original 152.50 acre tract owned by Locust Curve, Inc., as evidenced in Deed Book 302, page 285, Delaware County Recorder's Office; thence N. 83° 07' 00" W. along the north line of said 152.50 acre tract a distance of 1653.45 feet to an iron pipe set at the northwest corner of said 152.50 acre tract, being on the west line of Farm Lot 25 (see unrecorded plat by H. O. Core, dated 1910, in Delaware County Engineer's Office, property line agreement setting lot line); thence N. 06° 56' 07" E. along the west line of Farm Lot 25 a distance of 1256.05 feet to an iron pipe set; thence N. 07° 09' 31" E. along the west line of Farm Lot 25 a distance of 8.63 feet to an iron pipe set; thence S. 83° 07' 00" E. a distance of 659.62 feet to an iron pipe set on the east line of Farm Lot 25, also being the west line of Farm Lot 14; thence S. 07° 15' 58" W. along the said common lot line (passing a stone found at 695.00 feet) a total distance of 1083.98 feet to the place of beginning, containing 48.076 acres, more or less and being the same premises conveyed by the grantors and grantees herein to Delvest Properties, a partnership, and Troy Farms, a partnership, by instrument of record in Vol. 369, page 269, Deed Records, Delaware County, Ohio.



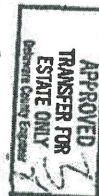
Second Tract: In City of Delaware, Delaware County, Ohio, and being the northwest part of Farm Lot 14, Sec. 3, Twp. 5, Range 19, USM Lands bounded and described as follows: Beginning at a stone at the new corner of the northwest corner of said Lot 14; thence South along said west line of said Lot about 60 rods to a post; thence East parallel with the north line of said Lot 11.37 chains to the center of the Troy Pike and passing over a cut stone monument in the west edge of the grade of said pike at 11.215 chains; thence along the center of said Pike N. 29-3/4° W. 8.50 chains, N. 21° 2.50 chains; thence N. 3-1/2° E. 5.27 chains; thence N. 3-1/2° W. 25 feet to a stone on a post, brickbats and broken tile in the north line of said Lot and center of said Pike; thence West about 5.23 chains to the place of beginning, containing 10 acres and 100 rods of land, more or less.

The aforesaid two tracts of this parcel being the same premises of record in Vol. 270, page 30, Deed Records, Delaware County, Ohio.

FOURTH PARCEL: In Delaware Township, Delaware County, Ohio, and being part of Farm Lot 26, Sec. 3, Twp. 5, Range 19, USM Lands: Commencing at northeast corner of Lot 26 on Township line common to Delaware Township and Troy Township; thence S. 07° 09' 31" W. (passing a corner stone found at 0.90 feet) a total distance of 1396.55 feet to a corner stone found (see H. O. Core's unrecorded plat dated 1910 in Delaware County Engineer's Office) said corner stone marking the true place of beginning of the tract herein to be described; thence S. 07° 09' 31" W. along the east line of Farm Lot 26 a distance of 1571.37 feet to an iron pipe set; thence N. 83° 07' 00" W. a distance of 908.64 feet to an iron pipe set on the west line of Farm Lot 26; thence N. 07° 00' 21" E' along the west line of Farm Lot 26 a distance of 1567.48 feet to a stone found on the northwest corner of a 125.4 acre tract described in Deed Book 357, page 553, Delaware County Recorder's Office; thence S. 83° 21' 35" E. along the north line of said 125.4 acre tract a distance of 912.85 feet to the true place of beginning, containing 32.813 acres. For previous instrument of transfer, see Vol. 369, page, 266, Deed Records, Delaware County, Ohio.

FIFTH PARCEL: In City of Delaware, Delaware County, Ohio, and being part of Farm Lot 14, Sec. 3, Twp. 5, Range 19, USM Lands. Commencing at a stone found on the Township line common to Troy Township and Delaware Township in the Centerline of Troy Road - County Road 7; thence along the centerline of said road the following three courses and distances: Course #1 - S. 05° 34' 10" E. 374.04 feet to a railroad spike set; Course #2 - S. 17° 46' 50" E. a distance of 163.72 feet to a railroad spike set; Course #3 S. 28° 06' 50" E. a distance of 563.00 feet to a railroad spike set at the true place of, beginning of the tract herein to be described; thence continuing along the centerline of Troy Road (County Road 7) S. 28° 06' 50" E. a distance of 753.00 feet to a railroad spike set; thence S. 31° 30' 50" E. a distance of 31.98 feet to a railroad spike set; thence N. 85° 31' 23" W. , leaving Troy Road (passing an iron pipe set at 37.04 feet) a total distance of 1205.39 feet to an iron pipe set on the west line of Farm Lot 14, also being the east line of Farm Lot 25; thence N. 07° 16' 58" E. along said common lot line a distance of 677.19 feet to a P. K. nail set in a concrete corner post; thence S. 84° 17' 30" E. along the south line of a 10.63 acre tract, described in Deed Book 270, page 31, (passing an iron pipe set at 723.03 feet) a total distance of 748.03 feet to the true place of beginning containing 14.932 acres, more or less.

For previous instrument of transfer see Vol. 369, page 263, Deed Records, Delaware County, Ohio.





STEVEN A. FOX, P.S.

2298 Bethlehem Rd. W.

Prospect, Ohio 43342

PH. 614-494-2028

Description of 10.000 Acres Parcel No. 6

Being Part of the Northwest Quarter of Section 25, Quarter Township 3, Township 6 North, Range 19 West, and being the same 10 acre tract of land, now or formerly owned by Penry Farms, Inc., Deed Vol. 406, pages 297-302, Troy Township, Delaware County, State of Ohio and being more particularly described as follows:

Commencing at an existing survey nail located at the intersection of the centerline of Township Road 196 (Penry Rd.) and South Line of Section 25 with the North-South Half Section Line of Section 25, said point being the Southwest corner of a 5.001 acre tract of land, now or formerly owned by Melissa Marie Penry, Deed Vol. 517, page 433;

Thence along said North-South Half Section Line North 00 deg. 09 min. 00 sec. East for a distance of 2756.71 feet to an iron pin set in the center of Section 25, said point being the Southeast corner of hereinafter described 10.000 acre tract and the point of beginning.

Thence along the East-West Half Section Line of Sec. 25 and North Line of a 130.00 acre tract of land, now or formerly owned by David R. Lehner, et al, Deed Vol. 509, pages 638-40, and South Line of said 10.000 acre tract South 89 deg. 01 min. 10 sec. West for a distance of 660.00 feet to an iron pin set;

Thence along the West Line of said 10.000 acre tract North 00 deg. 24 min. 35 sec. West for a distance of 660.00 feet to an iron pin set;

Thence along the North Line of said 10.000 acre tract North 89 deg. 01 min. 10 sec. East for a distance of 660.00 feet to an iron pin set;

Thence along the East Line of said tract South 00 deg. 24 min. 35 sec. East for a distance of 660.00 feet to an iron pin set and the place of beginning.

Containing 10.000 acres, more or less, and subject to easements, restrictions, and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated December 16, 1991. All 5/8 inch dia. iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000."

Prior Deed Vol. 406, pages 297-302 Basis of bearings, Survey by S. Fox, dated 8/12/89, centerline T.R. 196, South 89 deg. 20 min. 00 sec. West

APPROVED FOR TRANSFER CHRIS BAUSMAN Delaware County Engineer

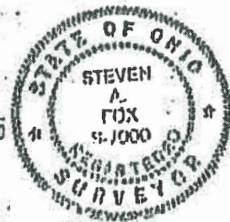
APPROVED FOR TRANSFER FRED L. S. J. Delaware County Engineer

SEE TO YOU AND DIRECTOR OF REVENUE

for the convenience in any deed or other instrument

Survey Return

Steven A. Fox, P.S. 7000



Dec. 16, 1991 Date of Survey Job No. 89115

VOL 0648 PAGE 359

Legal description pulled from Deed for Parcel No. 519-312-01-010-000

Being an undivided one-eighth (1/8) interest in the following:

Situated in the County of Delaware in the State of Ohio and in the Townships of Troy and Delaware, and in the City of Delaware and bounded and described as follows:

FIRST PARCEL: First Tract: In Troy Township, Delaware County, Ohio, and in Range 19, Twp. 6, Qtr. Twp. 3, Sec. 25: Beginning at the northeast corner of said Section 25; thence South with the Section line 50 poles to a stake at the northeast corner of lands formerly owned by Milton Warren, now (October, 1947) owned by Wallace and Mary McAllister; thence West with said McAllisters' line to the northwest corner of said McAllisters' tract; thence South with the west line of said Warren's (now McAllister's) to the northeast corner of lands formerly owned by Eben Williams, now owned by Robert Williams; thence West with Williams' land to the east line of lands owned by John Coonfare; thence North with said Coonfare's land to the northeast corner of lands owned by John Coonfare on said Section line; thence East with said Section line to the place of beginning, containing 76 acres and 120 perches, be the same, more or less.

Second Tract: In Troy Township, Delaware County, Ohio, and known as and being the west half of the northwest quarter and a part of the west half of the east half of said northwest quarter of Section 25, Quarter Township 3, Township 6, Range 19, USM Lands: Beginning at the northwest corner of said Section 25 on the township line between Troy and Radnor Townships; thence S. 89° 44' E. along said Section line 98.38 rods to the northwest corner of a 25-acre tract formerly owned by Peter Coonfare; thence S. 0° 33' W. along the west line of said Coonfare's tract 122.5 rods to the north line of a 10-acre tract formerly owned by E. Williams; thence West along the north line of said 10-acre tract 8.38 rods to the northwest corner of said 10-acre tract; thence S. 0° 33' W. along the west line of said 10-acre tract 40 rods to the south line of said northwest quarter of Section 25; thence N. 89° 44' W. along the south line of said northwest quarter of said Section 25 a distance of 90 rods to the southwest corner of said northwest quarter of Section 25; thence N. 0° 33' E. along the west line of said Section and Township line a distance of 162.5 rods to the place of beginning, containing 100.44 acres of land more or less.

EXCEPTING from the foregoing described premises the following described lands: In Troy Township, Delaware County, Ohio, and being 25 acres of land off the north part of the west half of the northwest quarter, and a part of the west half of the east half of the northwest quarter of Section 25, Quarter Twp. 3, Twp., 6, Range 19, USM Lands: Beginning at the northwest corner of said Section on the Township line between Troy and Radnor Townships; thence S. 89° 44' E. along said Section line 98.38 rods to the northwest corner of a 25-acre tract formerly owned by Peter Coonfare; thence S. 0° 33' W. along the west line of said Coonfare's tract 40.66 rods to a point in said west line; thence N. 89° 44' W. on a line parallel with the north line of said Section 98.38 rods to the west line of said Section; N. 0° 33' E. along the west line of said Section and Township line 40.66 rods to the place of beginning, containing 25 acres of land, and being 25 acres off the north part of a 100-acre tract conveyed by Stephen E. Coonfare, et al. to John D. Anderson, et al., of record in Vol. 148, page 37, Delaware County, Ohio Deed Records.

ALSO EXCEPTING the following: In Troy Township, Delaware County, Ohio, and being in Range 19, Twp. 6, Sec. 26, part of the west part of the northwest 1/4 section, U. S. Military Lands: Beginning at a P. K. spike set on the west line of Section 25, also the center line of Township Road No. 8, said point of beginning bears S. 0° 33' W. 912.55 feet from the northwest corner of said Section 25; thence S. 89° 27' E. 307 feet to an iron pipe, passing over an iron pipe at 20 feet; thence S. 0° 33' W. 120.00 feet to an iron pipe; thence N. 89° 27' W. 307 feet to the west line of Section 25, and the centerline of Township Road No. 8, passing over an iron pipe at 287 feet; thence N. 0° 33' E. along the west section line 120 feet to the point of beginning, containing 0.845 acres of land, subject to all legal highways and easements of record and being the same premises of record in Vol. 306, page 578, Deed Records, Delaware County, Ohio.

The above described real estate, less the two exceptions therefrom, being the same premises conveyed to Fred D. Price and John C. Price by deed of record in Vol. 221, page 599, Deed Records, Delaware County, Ohio.

SECOND PARCEL: First Tract: In Troy Township, Delaware County, Ohio, formerly known as the Max Franks farm, being a part of the west half of Lot 8, Sec. 2, Twp. 5, Range 19, USM

5-31-88 for replier see Deed No. 648 pg 355-



VOL 0647 PAGE 507

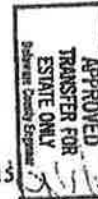
Lands: Bounded as follows: Beginning at a stone on a post by two white oaks on the Section line of the division corner of said Lot 8; thence N. 0° 45' E. along the division line 102-3/4 rods to a stone on a post in the center of the County Road; thence along the center of said Road, N. 77-1/2° W. 74 rods 14 links to a stone on a post at the northeast corner of a tract of land sold to William Chamberlain; thence S. 0° 45' along his east line 117 rods 12-3/4 links to a post on the Section line by hickory and elm; thence S. 89° E. along said Section line 72 rods and 15-3/4 links to the place of beginning, containing, 50 acres, more or less.

Second Tract: Also in Troy Township, Delaware County, Ohio, and in Range 19, Twp. 5, Sec. 2, middle part of south part of Lot 8 in said Section 2: Commencing on the Township line between Delaware and Troy Townships in said County at the southeast corner of a tract of land formerly owned by Asabel Welch, since by W. G. Norris; thence North on the east line of said Norris land 100 rods to the center of the County Road; thence East along said road 80 rods; thence S. 100 rods to the Township line; thence West on the Township line 80 rods more or less to the place of beginning, containing 50 acres, more or less.

For previous instrument of transfer as to the aforesaid two 50-acre tracts see Vol. 270, page 30, Deed Records, Delaware County, Ohio, and Vol. 371, page 279, Deed Records, Delaware County, Ohio.

THIRD PARCEL: First Tract: In Delaware Township, Delaware County, Ohio: Being the north part of Farm Lot 25, Range 19, Twp. 5, Sec. 3, USM Lands, and bounded and described as follows: Beginning at the northwest corner of said Lot in the north line of said Section; thence East along the north line of said lot and section 100 poles, more or less, to the northeast corner thereof; thence South along the east line of said Lot 249 poles, more or less, to the northeast corner of that part of said lot conveyed by James W. Mooney to S. H. and E. J. Hickinbotham, May 31, 1902, the deed for which is recorded in Vol. 117, page 601, Deed Records of said County; thence west along the north line of said Hickinbotham land, 100.32 poles to the west line of said Lot; thence north along said west line 249 poles, more or less, to the place of beginning, containing 155.60 acres of land, more or less.

EXCEPTING therefrom the following: Situated in Delaware Township, Delaware County, Ohio, and being part of Farm Lot 25, Sec. 3, Twp. 5, Range 19, USM Lands: Beginning at an iron pipe set at the northwest corner of Farm Lot 15, being on the east line of Farm Lot 25; thence S. 05° 49' 02" W. on the east line of Farm Lot 25, also being the west line of Farm Lot 15 a distance of 180.73 feet to an iron pipe set on the northeast corner of an original 152.50 acre tract owned by Locust Curve, Inc., as evidenced in Deed Book 302, page 285, Delaware County Recorder's Office; thence N. 83° 07' 00" W. along the north line of said 152.50 acre tract a distance of 1653.45 feet to an iron pipe set at the northwest corner of said 152.50 acre tract, being on the west line of Farm Lot 25 (see unrecorded plat by H. O. Core, dated 1910, in Delaware County Engineer's Office, property line agreement setting lot line); thence N. 06° 56' 07" E. along the west line of Farm Lot 25 a distance of 1256.05 feet to an iron pipe set; thence N. 07° 09' 31" E. along the west line of Farm Lot 25 a distance of 8.63 feet to an iron pipe set; thence S. 83° 07' 00" E. a distance of 659.62 feet to an iron pipe set on the east line of Farm Lot 25, also being the west line of Farm Lot 14; thence S. 07° 15' 58" W. along the said common lot line (passing a stone found at 695.00 feet) a total distance of 1083.98 feet to the place of beginning, containing 48.076 acres, more or less and being the same premises conveyed by the grantors and grantees herein to Delvest Properties, a partnership, and Troy Farms, a partnership, by instrument of record in Vol. 369, page 269, Deed Records, Delaware County, Ohio.



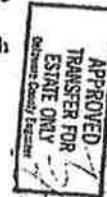
Second Tract: In City of Delaware, Delaware County, Ohio, and being the northwest part of Farm Lot 14, Sec. 3, Twp. 5, Range 19, USM Lands bounded and described as follows: Beginning at a stone at the new corner of the northwest corner of said Lot 14; thence South along said west line of said Lot about 60 rods to a post; thence East parallel with the north line of said Lot 11.37 chains to the center of the Troy Pike and passing over a cut stone monument in the west edge of the grade of said pike at 11.215 chains; thence along the center of said Pike N. 29-3/4° W. 8.50 chains, N. 21° 2.50 chains; thence N. 3-1/2° E. 5.27 chains; thence N. 3-1/2° W. 25 feet to a stone on a post, brickbats and broken tile in the north line of said Lot and center of said Pike; thence West about 5.23 chains to the place of beginning, containing 10 acres and 100 rods of land, more or less.

The aforesaid two tracts of this parcel being the same premises of record in Vol. 270, page 30, Deed Records, Delaware County, Ohio.

FOURTH PARCEL: In Delaware Township, Delaware County, Ohio, and being part of Farm Lot 26, Sec. 3, Twp. 5, Range 19, USM Lands: Commencing at northeast corner of Lot 26 on Township line common to Delaware Township and Troy Township; thence S. 07° 09' 31" W. (passing a corner stone found at 0.90 feet) a total distance of 1396.55 feet to a corner stone found (see H. O. Core's unrecorded plat dated 1910 in Delaware County Engineer's Office) said corner stone marking the true place of beginning of the tract herein to be described; thence S. 07° 09' 31" W. along the east line of Farm Lot 26 a distance of 1571.37 feet to an iron pipe set; thence N. 83° 07' 00" W. a distance of 908.64 feet to an iron pipe set on the west line of Farm Lot 26; thence N. 07° 00' 21" E' along the west line of Farm Lot 26 a distance of 1567.48 feet to a stone found on the northwest corner of a 125.4 acre tract described in Deed Book 357, page 553, Delaware County Recorder's Office; thence S. 83° 21' 35" E. along the north line of said 125.4 acre tract a distance of 912.85 feet to the true place of beginning, containing 32.813 acres. For previous instrument of transfer, see Vol. 369, page 266, Deed Records, Delaware County, Ohio.

FIFTH PARCEL: In City of Delaware, Delaware County, Ohio, and being part of Farm Lot 14, Sec. 3, Twp. 5, Range 19, USM Lands. Commencing at a stone found on the Township line common to Troy Township and Delaware Township in the Centerline of Troy Road - County Road 7; thence along the centerline of said road the following three courses and distances: Course #1 - S. 05° 34' 10" E. 374.04 feet to a railroad spike set; Course #2 - S. 17° 46' 50" E. a distance of 163.72 feet to a railroad spike set; Course #3 S. 28° 06' 50" E. a distance of 563.00 feet to a railroad spike set at the true place of, beginning of the tract herein to be described; thence continuing along the centerline of Troy Road (County Road 7) S. 28° 06' 50" E. a distance of 753.00 feet to a railroad spike set; thence S. 31° 30' 50" E. a distance of 31.98 feet to a railroad spike set; thence N. 85° 31' 23" W. , leaving Troy Road (passing an iron pipe set at 37.04 feet) a total distance of 1205.39 feet to an iron pipe set on the west line of Farm Lot 14, also being the east line of Farm Lot 25; thence N. 07° 16' 58" E. along said common lot line a distance of 677.19 feet to a P. K. nail set in a concrete corner post; thence S. 84° 17' 30" E. along the south line of a 10.63 acre tract, described in Deed Book 270, page 31, (passing an iron pipe set at 723.03 feet) a total distance of 748.03 feet to the true place of beginning containing 14.932 acres, more or less.

For previous instrument of transfer see Vol. 369, page 263, Deed Records, Delaware County, Ohio.



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QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS

THAT

PAUL F. PRICE AND PHYLLIS H. PRICE, HUSBAND AND WIFE

of Delaware County, State of Ohio, for valuable consideration paid, grant, to

PHYLLIS H. PRICE, TRUSTEE OF THE PHYLLIS H. PRICE INTERVIVOS TRUST U/A AUGUST 5, 1998

whose tax mailing address is:

1649 Troy Road, Delaware, OH 43015

the following real property:

PROVISIONS CONTAINED IN ANY DEED OR OTHER INSTRUMENT FOR THE ADVANCEMENT OF A MORTGAGE WHICH PERTAIN TO THE SALE, TRANSFER OR USE OF THE PROPERTY DESCRIBED IN THIS DOCUMENT ARE VALID UNDER FEDERAL LAW AND APPLICABLE STATE LAWS.

PARCEL ONE:

FIRST TRACT:

Situated in the Township of Troy, County of Delaware, State of Ohio, and in R. 19, Tp. 5, Sec. 2 and S. E. part of Lot No. 8. U.S.M. Survey, bounded and described as follows:

Beginning at a post by two black ashes at the corner of Lots 1 & 8 on the S. line of said Sec.; thence N. 0° 21 1/2' E. along tier line and in the county road 100 rods to a post by two white oaks at H. Welche's S. E. corner; thence N. 89 1/2° W. along said Welche's S. line 80 rods to a post by a white oak and red oak; thence S. 0° 21 1/4' W. 100 rods to a post by an oak and beech on the section line; thence S. 89 1/2° E. along the section line 80 rods to the place of beginning containing 50 acres of land.

SECOND TRACT:

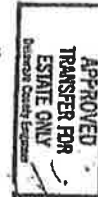
Situated in the Township of Troy, County of Delaware, and State of Ohio; being in the South part of Lot 8, Section 2, Township 5, Range 19, U.S.M. Lands; bounded and described as follows:

Beginning at a corner stone found at Point "B" on the southwest corner of a 50 acre tract of land formerly owned by Dexter Durfee, now Martha E. Davies, and on the line between the Township of Troy and the Township of Delaware and being 80 rods West of the Southeast corner of Lot 8 (DEED DISTANCE); thence North 85° 15' West, 662 feet to a stone at point "D"; thence North 4° 15' East, a distance of 1690.50 feet to a point in the center of Hills-Miller Road No. 192; thence South 84° 45' East along the center of said Hills-Miller Road No. 192, a distance of 664.8 feet to a point; thence Southerly a distance of 1687 feet to the place of beginning. Containing 25.7 acres more or less but subject to all easements and rights of way of record.

NOTE: THE 1.682 ACRE TRACT IN PARCEL TWO IS INCLUDED IN THE ABOVE DESCRIPTION OF THE FIRST AND SECOND TRACT BUT IS LISTED SEPARATELY ON THE AUDITOR'S DUPLICATE.

THIRD TRACT

Situated in the Township of Delaware, County of Delaware and State of Ohio; being a part of Farm Lot 26, Section 3, Township 5, Range 19, U.S.M. Lands and bounded and described as follows: Beginning at an old corner stone found at the northeast corner of Farm Lot 26, also being on the Township line between Delaware Township and Troy Township; thence South 5° 03' 30" West, along the east line of Lot 26, a distance of 1396.27 feet to an old corner stone; thence North 85° 27' 30" West, a distance of 914.03 feet to a corner stone found on the West line of Lot 26; thence North 4° 59' East along the West line of said Lot, a distance of 1396.26 feet to an iron



Notarially
The County Sec. is signed with
\$5.00 Fee
Notary Public
Notary Public
Notary Public
Notary Public

pipe set on the north line of Delaware Township; thence South 85° 27' 30" East, along the line between Delaware Township and Troy Township, a distance of 915.87 feet to the place of beginning.
 Containing 29.33 acres more or less, but subject to all easements and rights of way of record.
 For last conveyance refer to Deed Book 182, Page 48, Delaware County, Recorder's Office.

PARCEL TWO

Situated in the County of Delaware, Township of Troy, State of Ohio, and more particularly described as follows:
 Being in the southeast part of Lot 8, Section 2, Range 19-West, Township 5-North, USM Lands, Troy Township, Delaware County, Ohio and more particularly described as follows:
 Beginning at a survey spike set in the east line of Lot 6 (center line of Troy Road No. 7), said spike being North 3° 45' 00" East a distance of 570.31 feet from a railroad spike located in the Southeast corner of said Lot 8; thence North 86° 15' 00" West and passing an iron rod set at 30.00 feet for a total distance of 333.00 feet to an iron rod set; thence North 3° 45' 00" East a distance of 220.00 feet to an iron rod set; thence South 86° 15' 00" East and passing an iron rod set at 303.00 feet for a total distance of 330.00 feet to a survey spike set in the East line of said Lot 8 and the center line of said Troy Road No. 7; thence South 3° 45' 00" West along the East line of said Lot 8 and the center line of Troy Road a distance of 220.00 feet to the place of beginning. Same containing 1.682 acres of land, more or less, of which .15 acre being in the right-of-way, all being subject to all legal highways and easements of record.

PARCEL THREE

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lots 7 and 8 in Section 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:
 Beginning at a railroad spike set at the intersection of the centerline of Township Road 192 (Hills-Miller Road) and the west right of way line of the old C.D. & M. Electric Railway Company, said point being 335 feet west of the intersection of the centerline of said Township Road 192 and County Road 7 (Troy Road); thence North 86° 47' 57" West, along the said centerline of Township Road 192, a distance of 1,027.58 feet to a railroad spike set; thence North 86° 07' 57" West, continuing along the said centerline of Township Road 192, a distance of 1,522.90 feet to a railroad spike set; thence North 03° 16' 23" East, (passing an iron pipe set at 30.00 feet) a total distance of 819.94 feet to an iron pipe set, all iron pipes set are set with a plastic cap marked "GLSS RS 6612"; thence North 02° 49' 43" East, a distance of 698.56 feet to an iron pipe set; thence North 03° 04' 37" West, a distance of 145.81 feet to an iron pipe set; thence North 01° 24' 03" East, a distance of 802.09 feet to an iron pipe set; being on the south line of a 54.6 acre tract now or formerly owned by Richard R. and Christina Lehner as described in Deed Book 421, page 198, all records referred to are recorded in the Delaware County Recorder's Office; thence South 87° 23' 00" East, along the said south line of the 54.6 acre tract, a distance of 1,052.05 feet to an iron pipe set, being on the said west right-of-way line of the old C. D. & M. Electric Railway Company; thence South 26° 58' 00" East, along the said west line of the C. D. & M. Electric Railway Company also being 100 feet from and parallel with the centerline of the Chessie System (old Hocking Valley Railroad), a distance of 949.89 feet to an iron pipe set; thence continuing along the said west right-of-way line of the old C. D. & M. Electric Railway Company, along a curve to the left having a central angle of 2° 30' 00" a radius of 5,829.65 feet and a chord of 254.34 feet, bearing South 28° 13' 00" East, thence South 29° 28' 00" East, continuing along the said west right-of-way line of the old C. D. & M. Electric Railway Company, in a distance of 1,728.72 feet to the point of beginning.
 Containing 101.05 acres, more or less, being all of the land described in Deed Book 223, Page 527 of which there is approximately 9.68 acres in Farm Lot 7 and 47.72 acres in said Farm Lot 8 and being part of a 59.25 acre tract described in Deed Book 262,



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Page 167 of which there is approximately 13.96 acres in Farm Lot 7 and 29.69 acres in said Farm Lot 8; subject to all easements, restrictions and rights-of-way, if any, of record.

Surveyed by Frank Celio, Surveyor, Registration Number of 6612 on April 8, 1984. Basis of bearings is the center line of the Chessie Systems Railroad per survey found in the Delaware County Engineer's Office.

The Grantors further convey to the Grantees and their successors and assigns a perpetual easement for non-exclusive use of the lane on the following described premises for farming purposes only provided, however:

- (1) that such easement shall be subject to the right of the Grantors and their successors and assigns to use the easement area for farming purposes and ingress and egress to the Grantors' remaining real estate;
- (2) that, in the event the Grantors' or their successors desire to place fencing along the west side of the easement area, the Grantees and their successors and assigns shall share equally in the cost of such fencing;
- (3) that the easement is not intended to provide the Grantees with ingress or egress to Hills-Miller Road; and
- (4) that the Grantees and their successors and assigns shall share equally in the costs and efforts of maintaining the easement area in a condition equal to its present condition.

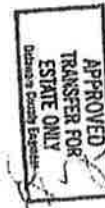
Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lots 7 and 8 in Section 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at the southwest corner of the above described 101.05 acre tract; thence North 03° 16' 23" East, along the west line of the said 101.05 acre tract; thence North 03° 16' 23" East, along the west line of the said 101.05 acre tract, a distance of 300.00 feet to the true point of beginning of the following described easement; thence North 86° 43' 37" West, a distance of 15.00 feet to a point; thence North 03° 16' 23" East, a distance of 519.94 feet to a point; thence North 02° 49' 43" East a distance of 698.56 feet to a point; thence North 03° 04' 37" West, a distance of 145.81 feet to a point; thence North 01° 24' 03" East, a distance of 801.92 feet to a point, being on the south line of the said 54.6 acre tract; thence South 87° 23' 00" East along the said south line of the 54.6 acre tract, a distance of 15.00 feet to the northwest corner of the said 101.05 acre tract; thence along the west line of the said 101.05 acre tract the following four (4) courses and distances:

- Course (1) - South 1° 24' 03" West a distance of 802.09 feet to an iron pipe set;
- Course (2) - South 03° 04' 37" West a distance of 145.81 feet to an iron pipe set;
- Course (3) - South 02° 49' 43" West a distance of 698.56 feet to an iron pipe set;
- Course (4) - South 03° 16' 23" West a distance of 519.94 feet to the true point of beginning.

This deed is executed by Grantors and accepted by Grantees subject to all legal highways, and subject to and with all restrictions, easements, conditions, limitations, and reservations of record, zoning restrictions which have been imposed thereon, and all prorated taxes, based upon Current Agricultural Use Valuation to the date of closing.

Prior Instrument Reference - Volume 460, Page 597, Delaware County Recorder's Office.



PARCEL FOUR

Situated in the County of Delaware, Township of Troy and State of Ohio and described as follows:

Situated in Part of Farm Lots 7 and 8 in Section 2, Township 5 North, Range 19 West in the United States Military Lands, Troy Township, Delaware County, State of Ohio and being more particularly described as follows:

Commencing at an existing railroad spike located at the intersection of the West Right-of-Way Line of the former C. D. & M. Electric Railway Company with the centerline of Township Road 192 (Hills-Miller Road), said point being 335.33 feet northwesterly from a 3/4 inch dia. iron pipe found on the centerline of County Road 7 (Troy Road);

Thence along the centerline line of Township Road 192 North 86° 47' 57" West for a

distance of 1027.58 feet to a railroad spike found;
 Thence continuing along said centerline North 86° 07' 57" West for a distance of 1522.90 feet to a railroad spike found on the southwest corner of a 101.05 acre tract of land, now or formerly owned by Paul F and Phyllis H. Price, Deed Volume 460, page 597;
 Thence North 03° 16' 23" East for a distance of 783.84 feet to an iron pin set (passing over a 3/4 inch dia. iron pipe found at a distance of 30.00 feet) and the point of beginning.
 Thence along Grantor's East Line North 03° 16' 23" East for a distance of 36.10 feet to a 3/4 inch iron pipe found;
 Thence North 02° 49' 43" East for a distance of 698.56 feet to a 3/4 inch dia. iron pipe found;
 Thence North 03° 04' 37" West for a distance of 145.81 feet to a 3/4 inch dia. iron pipe found;
 Thence North 01° 24' 03" East for a distance of 802.09 feet to a 3/4 inch dia. iron pipe found on the south line of a 54.66 acre tract of land now or formerly owned by Richard R. and Christina L. Lehner, Deed Vol. 421, page 198;
 Thence along Grantor's North Line North 87° 11' 08" West for a distance of 387.04 feet to an iron pin set on Grantor's West Line; thence along Grantor's West Line South 02° 36' 19" West for a distance of 792.52 feet to an iron pin set at the southeast corner of a 60.00 acre tract of land, now or formerly owned by James W. Miller, Vol. 200, page 79;
 Thence along Grantor's North Line and Lot Line between Lots 7 and 8 North 86° 26' 14" West for a distance of 338.94 feet to an iron pin set; thence South 02° 36' 19" West for a distance of 886.31 feet to an iron pin set;
 Thence South 86° 38' 32" East for a distance of 754.15 feet to an iron pin set on Grantor's East Line and the place of beginning.
 Containing 22.552 acres more or less, (7.237 acres, more or less in Lot 7) and (15.315 acres more or less in Lot 8). subject to legal highways, easements, restrictions and agreements of-record. Also subject to driveway easement for ingress and egress purposes, Deed Volume 460, page 598. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000 and dated August 16, 1986. All 5/8 inch dia. iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000".
 Prior Instrument Reference : Volume 483, Page 042, Delaware County Recorder's Office.

WITNESS our hands this 15th day of August, 1998.

Signed and acknowledged in presence of:

Barbara A. Whitney
William J. ...

Paul F. Price
 (Paul F. Price)
Phyllis H. Price
 (Phyllis H. Price)

STATE OF OHIO
 COUNTY OF DELAWARE, ss:

Before me a Notary Public in and for said County and State, personally appeared the above named

Paul F. Price and Phyllis H. Price

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Delaware, Ohio, this 15th day of August, 1998.



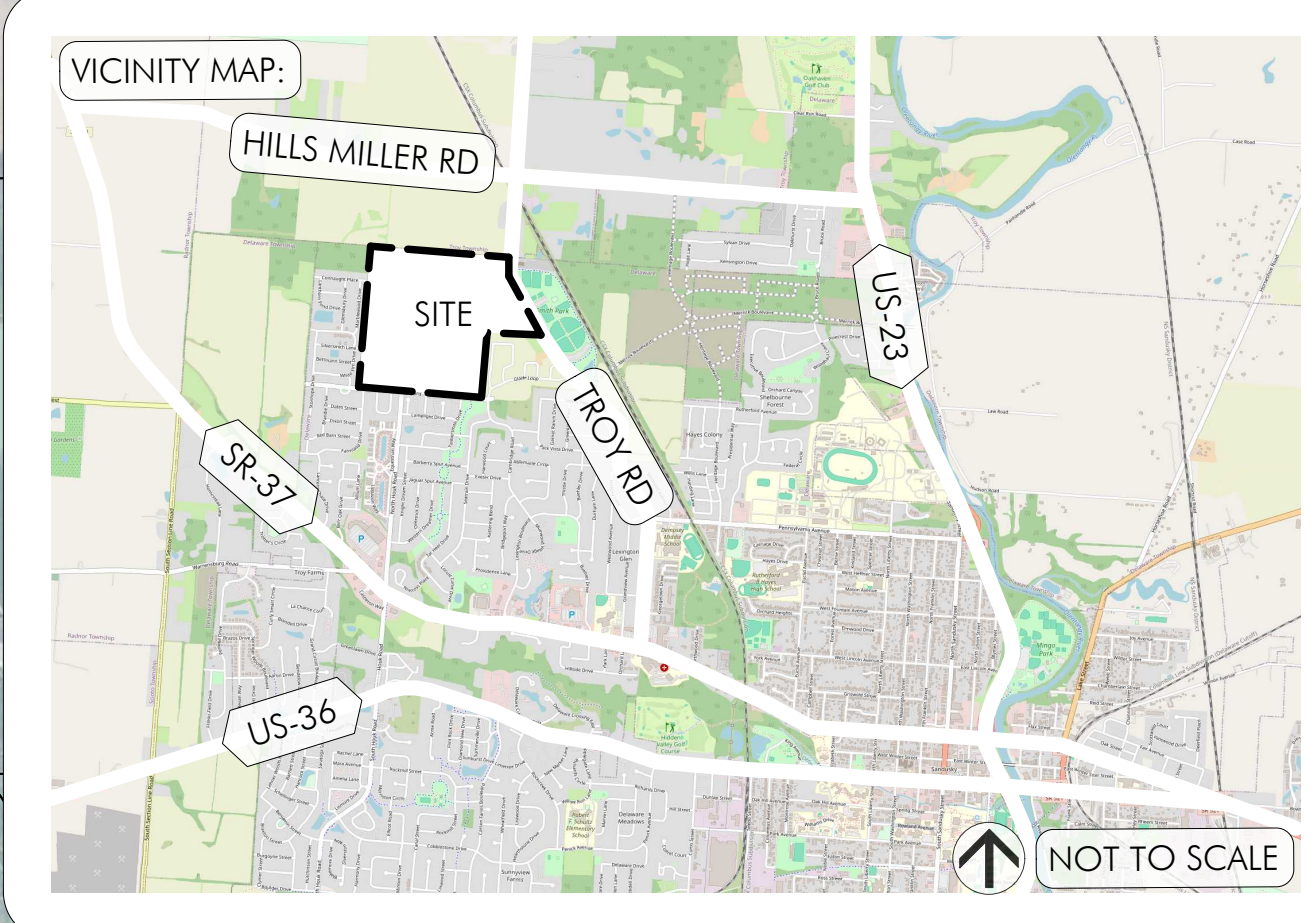
W. Duncan Whitney
Notary Public

This instrument prepared by Firostone & Whitney, 15 West Winter Street, Delaware, OH 43015.

9800024989
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
On 08-21-1998 At 09:32 am.
DEED 26.00
Vol. 647 Pg. 510 - 514

9800024989
DUNCAN WHITNEY
PICK UP

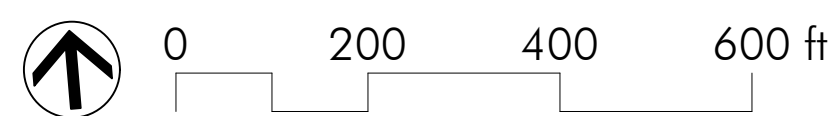
CONCEPT PLAN



SITE DATA:

Proposed Zoning: MX-PUD

| | |
|-------------------------|-----------------------|
| Sub Area A: | +/- 17.5 AC. |
| Sub Area B: | +/- 59 AC. |
| Sub Area C: | +/- 44 AC. |
| Sub Area D: | +/- 28.59 AC. |
| Sub Area E: | +/- 31 AC. |
| Sub Area F: | +/- 20.5 AC. |
| Total Site AC: | +/- 200.59 AC. |
| Gross Maximum | +/- 6.3 DU/AC. |
| Overall Density: | +/- 6.3 DU/AC. |



CORRIDOR COMPANY LLC

**City of Delaware
LETTER OF INTENT
Price Farms - +/-200.59 acres**

Price Farms intends to develop ±176 acres recently annexed into the City of Delaware pursuant to Delaware City Council Ordinance No. 25-75; as well as two (2) additional parcels with a combined acreage of ±24.8, currently owned by the Price Trusts and already located within the corporate limits of the City of Delaware (See Price Farms Conceptual Master Plan submitted in connection with this Master Zoning and Development Application). Total acreage requested for rezoning is ±200.59 acres.

The proposed development will include a mix of single-family residential, multi-family residential, commercial, and educational uses, developed in accordance with the City of Delaware's applicable development standards.

Additional details regarding proposed streets, utilities, landscaping, phasing, and community amenities will be provided in subsequent submittals and future phase applications following approval of the requested rezoning.



William W. Keethler II, President
Corridor Company LLC
bkeethler@carriage-trails.com

1.21.2026

Date

CITY OF DELAWARE
 PLANNING COMMISSION
 March 4, 2026

MX-PUD 26-2
 PRICE FARMS
 REZONING

RESOLUTION

WHEREAS, Corridor Company, LLC, 5131 Post Road, Suite 10a, Dublin, Ohio, 43017, has filed an application requesting to rezone 200.59 acres of land from A-1, Agricultural, to MX-PUD (Mixed-Use Planned Unit Development). The property is located north of Merrick Boulevard between the Lantern Chase subdivision and Lucy Ridge development, as shown in "Exhibit A".

WHEREAS, a public hearing was held on March 4, 2026 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 200.59 acres of land described in the attached Exhibit "A", from A-1 Agriculture to MX-PUD (Mixed-Use Planned Unit Development).

SECTION 2.

1. The concept plan dated "01/21/26" illustrates the general layout of the development within this PUD except as further modified by the following conditions.

2. All development plans shall require compliance with these conditions and the requirements of Section 1114.15 of the Zoning Code.
3. Uses permitted in this Mixed-Use Planned Unit Development shall be as follows:

| | Sub-Area A | Sub-Area B | Sub-Area C | Sub-Area D | Sub-Area E | Sub-Area F |
|--------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| One- or Two-Family Dwelling | P | P | P | P | | |
| Three- or Four-Family Dwelling | | P | | P | P | P |
| Cluster single-family Dwelling | | P | | P | P | P |
| Multi-Family Complex | | | | | P | P |
| Nursing Home | | | | | C | C |
| Residential Care Facility | | | | | C | C |
| Public or Private School | | | | | P | P |
| Place of Religious Assembly | | | | | C | C |
| Day Care, Child or Adult | | C | | C | C | C |

4. Roads and Traffic:
 - a. Access points shall generally conform to the access points shown on the concept plan dated "01/21/26". 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). The TIS is required to be submitted prior to submission of a 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.
5. Density and Layout:
 - a. The gross density of Sub-Areas A, C, and D combined shall not exceed 4.8 dwelling units per acre.
 - b. The gross density of Sub-Areas B and E combined shall not exceed 8 dwelling units per acre.
 - c. The gross density of Sub-Area F shall not exceed 20 dwelling units per acre.
 - d. A maximum of 319 dwelling units can be constructed prior to the establishment of additional sanitary sewer infrastructure.
6. Buffers, Landscaping, and Open Space:

- a. The existing treed area on the west side of the site shall be preserved, with the exception of trees which must be removed to accommodate for the extension of Connaught Place and for future leisure path extension as approved at the Development Plan stage. Final tree preservation details shall be established at the development plan stage for that subarea.
 - b. All buffers and landscaping shall be established at the development plan stage.
7. Pedestrian Access
 - a. The applicant shall provide an east-west connection through the PUD, with the final location to be approved by the Parks and Recreation Director at the Development Plan stage.
8. A sign plan for the PUD shall be required to be submitted prior to the approval of any sign permits for this PUD.

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: March 4, 2026

YEAS 7 NAYS 0
ABSTAIN 0

ATTEST: Sarah Duvio
CITY CLERK

[Signature]
CHAIRMAN



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sandra Pereira, Planning Department

ITEM TYPE: Ordinances

AGENDA SECTION: **THIRD READING OF ORDINANCE NO. 26-12**

SUBJECT: Ordinance No. 26-12, an ordinance approving a request by Winkle Civil Engineering & Surveying LLC for approval of a Zoning Map Amendment from PMU (Planned Mixed-Use) to C-PUD (Commercial Planned Unit Development) on 3.039 acres of property located on the northeast side of Liberty Road and Belle Avenue.

SUGGESTED ACTION:

ATTACHMENTS:

- 1 [Fact Sheet.docx](#)
- 2 [CC Staff Report PUD 26-3 PC Liberty Belle.docx](#)
- 3 [Ordinance- PUD 26-3 Liberty Belle Zoning Map Amendment.docx](#)
- 4 [Concept Plan PUD 26-3 Liberty Belle.pdf](#)
- 5 [Resolution C-PUD 26-3, Liberty Belle Rezoning.pdf](#)



FACT SHEET

AGENDA ITEM NO: 14

DATE: 4/13/2026

ORDINANCE NO: 26-12

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES (MARCH 23,
2026 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 WINKLE CIVIL ENGINEERING & SURVEYING LLC FOR APPROVAL OF A ZONING MAP AMENDMENT FROM PMU (PLANNED MIXED-USE) TO C-PUD (COMMERCIAL PLANNED UNIT DEVELOPMENT) ON 3.039 ACRES OF PROPERTY LOCATED ON THE NORTHEAST SIDE OF LIBERTY ROAD AND BELLE AVENUE.

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 7-0 on March 4, 2026

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 26-3 Liberty Belle

APPLICANT: **Winkle Civil Engineering & Surveying LLC**
47 Greenfield Drive
Milford Center, OH 43045

REQUEST

A request by Winkle Civil Engineering & Surveying LLC for approval of a Zoning Map Amendment from PMU (Planned Mixed-Use) to C-PUD (Commercial Planned Unit Development) on 3.039 acres of property located on the northeast side of Liberty Road and Belle Avenue.

BACKGROUND/ LOCATION

The 10.9-acre property is located on the northeast side of Belle Avenue and Liberty Road. The applicant is seeking to rezone a 3.039-acre portion of the property from an existing PMU (Planned Mixed-Use Overlay) to a C-PUD (Commercial Planned Unit Development). The existing PMU was approved in August of 2019 (Ordinance 19-52) over the entire 10.9-acre parcel to permit a Light-Industrial Business Park, which never came to fruition. Prior to the PMU Overlay rezoning in 2019, the property was zoned for single-family residential. The property was sold and purchased in 2023. The applicant, representing the current landowner, is seeking a C-PUD rezoning for the 3.039-acres with the intention of constructing an Auto-Repair facility, which is not a permitted use under the existing PMU Overlay. It is the intention of the property owner to rezone the remainder of the lot for future development upon determining an appropriate use.

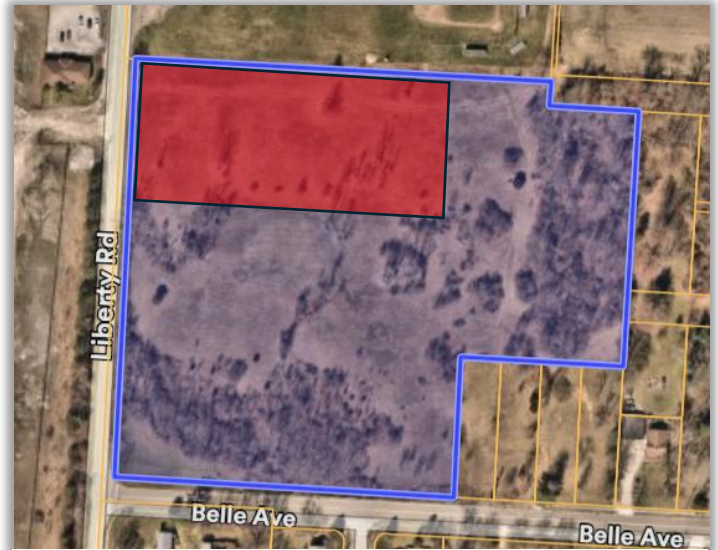


Figure 1: The 10.9-acre site located along Liberty Road and Belle Avenue is currently zoned PMU (Planned Mixed-Use Overlay). The applicant is seeking to rezone a 3.039 portion of the parcel generally shaded in red above and further described in the Concept Plan below (Figure 4).

EXISTING CONDITIONS/ CURRENT ZONING

The subject property is an unimproved 10.9-acre vacant lot. The existing zoning is a PMU (Planned Mixed Use Overlay) with an underlying C/I Civic Institutional zoning district. The existing PMU overlay was designed to permit an array of Light-Industrial and Office Space uses. The Light-Industrial Park as proposed under the existing 2019 PMU Overlay never came to fruition and the parcel has remained undeveloped and the lot has since been resold to a new owner, who is seeking to develop an auto-repair facility. The lot, located at the Liberty Road and Belle Avenue intersection, is surrounded by multiple zoning district types including industrial, residential and civic/ institutional zoning districts, which lends itself as a transitional new development opportunity between the residential and industrial uses. A review of the surrounding zoning districts and land uses can be found below:

| Location | Zoning | Land Use |
|----------|---|---|
| North | C/I (Civic/ Institutional) | Ballfields (Delaware Christian Schools) |
| South | R-NT (Neighborhood Transition Residential District) | Single-Family Homes |
| East | R-SF (Single-Family Residential) | Single-Family Homes |
| West | I-2 (General Industrial) | Liberty Casting Industrial Facility |

STAFF ANALYSIS

Zoning: The applicant is seeking to rezone a 3.039-acre portion of the 10.9-acre parcel to a C-PUD to permit an auto-repair facility use. The remainder (7.861-acres) of the parcel will remain under the existing PMU overlay. The existing PMU overlay does not permit an auto-repair facility use. If the rezoning is approved, the 3.039-acre portion of the lot would largely align with permitted uses found in a C-CC Community Commercial zoning district. A comparison of the permitted uses in the existing PMU Overlay and the proposed rezoned portion of the lot to a C-PUD can be found in Figure 2 and Figure 3 below.

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

Figure 2: Existing PMU Overlay District Permitted Use Table

| Land Use | Permitted Use |
|---|---------------|
| Retail development with a minimum gross floor area under 80,000 square feet | P |
| Offices: Clerical/ professional, financial institution, bank, medical/ dental, veterinary, no boarding kennel | P |
| Restaurant | P |
| Automotive repair, major | C |
| Automotive repair, minor | P |
| Research and Development Facility | P |
| Training Facility | P |
| Brewery or winery, micro | P |
| School - trade, business, or cultural arts | P |
| Event venue — capacity of 50 or fewer | P |
| Event venue — capacity of 50 or greater | C |
| Place of religious assembly | C |
| Outdoor storage: Storage of fleet vehicles for operation of principal use | A |

Figure 3: Updated permitted uses in the rezoned portion of the lot to a C-PUD.

Land Use and Comprehensive Plan: The 2021 Delaware Together Comprehensive Plan envisioned this area to develop largely in a Suburban Residential character. As mentioned above, the subject property was rezoned in 2019 prior to the adoption of the comprehensive plan and intended to develop into a Light-Industrial Business Park, which never came to fruition. The existing PMU zoning district which permits light-industrial land-uses remains in place.

The comprehensive plan identifies Neighborhood-Scale Activity Centers as an appropriate land use type in the Suburban Residential areas, particularly along commercial corridors or key intersections. The proposed C-PUD zoning map amendment will permit land uses to be more aligned with the C-CC Community Commercial zoning district, which promotes Neighborhood-Scale Activity Center land uses such as neighborhood services, retail, restaurants or office uses, while also promoting the transition between the residential areas to the immediate south and east to the industrial areas to the west. This proposed Zoning Map Amendment meets several of the goals and actions of the Comprehensive Plan, including:

- **Objective A.1:** Encourage a greater mix of land uses in selected locations.
 - **Action A.1.1.** Adopt Mixed-Use Zoning Districts.
- **Objective A.9:** Maximize compatibility between existing and new development, while allowing for appropriate changes.
 - **Action A.9.1.** Require transition areas at edges of development.
- **Objective A.11:** Encourage development of vacant and underutilized parcels.

Concept Plan:

The area shaded in green, as shown on Figure 4 to the right, represents the proposed rezoned portion of the lot, totaling 3.039-acres. The remainder of the lot (7.861-acres) shaded in yellow, would remain under the existing PMU Overlay. The concept plan represents a general layout of the proposed auto-repair facility location. Final site design would be determined at a later Development Plan stage. If the zoning map amendment is approved, a new lot would be subdivided along with the rezoned portion.

Access and Traffic

A new private road access point would be constructed into the lot along Liberty Road, which would allow access for future development within the remainder of the property. Pedestrian facilities will be required along the private road. Right-of-way and easements will be required along both Liberty Road and Belle Avenue to allow the City to perform a stream restoration/ stabilization project and permit the use of a future multi-use path. Final orientation, layout, and engineering of this private access drive shall be determined at the Development Plan stage.

Screening, Buffering, and Landscaping

A twenty-five (25) foot site setback will be required along the northern perimeter of the site, which will allow for screening and buffering between the subject property and the Delaware Bible Church ballfields to the north. The final details of the overall development landscaping plan will be reviewed and approved at the development plan stage.

Building Design

Building plans, designs, and elevations for all structures are to be determined and will be reviewed and approved at the Development Plan stage.

Signage and Lighting

A lighting plan and sign plan will be required and reviewed at the Development Plan Stage.

Procedures:

Should this rezoning request be approved, the applicant will be required to receive a Development Plan approval and plat the rezoned portion of the site (including all easements, right-of-way, etc.) prior to the issuance of any building permits.

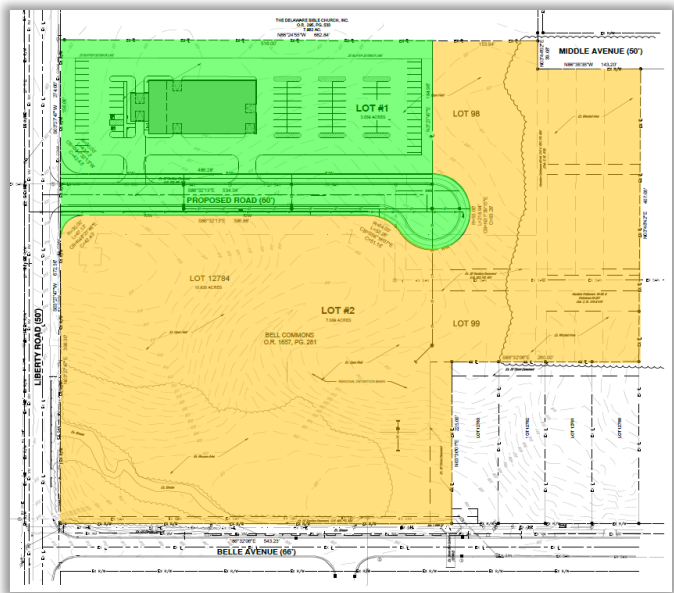


Figure 4: The area shaded in green (3.039-acres) would be rezoned to C-PUD. The remainder of the lot (7.861-acres) would remain under the existing PMU Overlay.

RECOMMENDATION

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

ORDINANCE NO. 26-12

AN ORDINANCE APPROVING A REQUEST BY WINKLE CIVIL ENGINEERING & SURVEYING LLC FOR APPROVAL OF A ZONING MAP AMENDMENT FROM PMU (PLANNED MIXED-USE) TO C-PUD (COMMERCIAL PLANNED UNIT DEVELOPMENT) ON 3.039 ACRES OF PROPERTY LOCATED ON THE NORTHEAST SIDE OF LIBERTY ROAD AND BELLE AVENUE.

WHEREAS, Winkle Civil Engineering & Surveying LLC, 47 Greenfield Drive, Milford Center, Ohio, 43045 requests rezoning and concept plan approval; and

WHEREAS, the City of Delaware Planning Commission at its meeting on March 4, 2026 recommended approval of the rezoning amendment with conditions and requirements; and

WHEREAS, Delaware City Council finds the facts submitted with the application and presented at the public hearing and any modifications, amendments, or supplementary conditions satisfy the standards and criteria for Planned Unit Development approval as per §1114.07 of the Zoning Code and;

WHEREAS, Delaware City Council finds that pursuant to §1114.13 of the Zoning Code, each and all of the permitted and conditional uses are appropriate for this specific Planned Unit Development; and

WHEREAS, Delaware City Council has voted to adopt the recommendation of the Planning Commission with modifications.

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

SECTION 1.

The zoning map referenced in §1110.02 of the Zoning Code is hereby further amended to change approximately 3.039 acres of land described in the attached "Exhibit A" from PMU, Planned Mixed Use Overlay to C-PUD, Commercial Planned Unit Development.

SECTION 2.

The following conditions and requirements shall apply:

1. The concept plan dated "Received 1/28/26" illustrates the general layout of the development within this Planned Unit Development.

2. Uses permitted (P), conditional (C), and accessory (A) in this Commercial Planned Unit Development are as follows:

| Land Use | Permitted Use |
|---|----------------------|
| Retail development with a minimum gross floor area under 80,000 square feet | P |
| Offices: Clerical/ professional, financial institution, bank, medical/ dental, veterinary, no boarding kennel | P |
| Restaurant | P |
| Automotive repair, major | C |
| Automotive repair, minor | P |
| Research and Development Facility | P |
| Training Facility | P |
| Brewery or winery, micro | P |
| School - trade, business, or cultural arts | P |
| Event venue — capacity of 50 or fewer | P |
| Event venue — capacity of 50 or greater | C |
| Place of religious assembly | C |
| Outdoor storage: Storage of fleet vehicles for operation of principal use | A |

Table 1: P= Permitted Use, C= Conditional Use, A= Accessory Use

3. Roads, Traffic, and Engineering:

- a. All comments and concerns of the City Engineer, including any stormwater and utility requirements, must be addressed through the Engineering and Utilities Departments prior to the release of any permits for this development.
- b. Fee-simple public right of way shall be dedicated along Liberty Road, 35-FT from centerline along the entire property frontage, prior to the release of the plat for recording.
- c. Right of way and/or easements shall be dedicated along Liberty Road and Belle Avenue to allow the City to perform a stream restoration/stabilization project, as specified by the City Engineer prior the release of the plat for recording.
- d. The proposed roadway shall be constructed with development of the first lot and shall be privately owned and maintained. Cross access easements shall be granted, at no cost, along the entire length of the

private shared access drive to allow access from abutting properties to Liberty Rd.

4. Buffers, Landscaping, and Screening:
 - a. Landscaping, screening, and buffers shall be determined at the Development Plan stage and shall at a minimum comply with Chapter 1121 of City Code requirements.
5. Pedestrian Access
 - a. Pedestrian facilities with a minimum of 5-foot sidewalks shall be provided along the Private Road. Pedestrian facilities shall be established at the Development Plan stage.
6. Minimum building and parking setbacks shall be established at the Development Plan stage.
7. Signage requirements shall be determined at the Development Plan stage and shall require the submission of a comprehensive sign plan for the entire PUD.
8. A final subdivision plat to include all dedicated easements and right of way must be recorded prior to the release of permits.

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: _____, 2026 YEAS _____ NAYS _____ ABSTAIN _____

ATTEST: _____
CITY CLERK

MAYOR

EXHIBIT A

Legal Description

LOT #1

3.039 acres

The following described Tract of land is situated in the State of Ohio, Delaware County, City of Delaware, being part of Out Lot 98 and 99 of the Twins Parks Addition as recorded in Plat Book 3, Page 122, being part of Out Lot 12784 as recorded in Belle Commons subdivision plat in Official Record 1657, Page 281, and being part of 12.272 acres conveyed to Makapa, LLC recorded in Official Record 996, Page 379 in Delaware County Recorder's Office and being more particularly described as follows:

Beginning at an iron pin found at the southwest corner of said Out Lot 99, and at the intersection of the north line of Belle Avenue (60' R/W) and the east line of Liberty Road (50' R/W), and the southeast corner of said Makapa, LLC tract;

Thence North 03°27'21" East 398.30 feet, following the east lines of said Liberty Road and the west line of said Makapa, LLC tract the ***point of beginning***;

Thence along a curve to the right having a radius of 30.00 feet, an arc length of 47.12 feet, a chord bearing of **North 48°27'46" East** and a chord distance of **42.43 feet**, to a point of tangency;

Thence **South 86°32'13" East 396.88 feet**, to a point of curvature;

Thence along a curve to the right having a radius of 54.00 feet, an arc length of 53.28 feet, a chord bearing of **South 58°16'07" East** and a chord distance of **51.12 feet**, to a point of tangency;

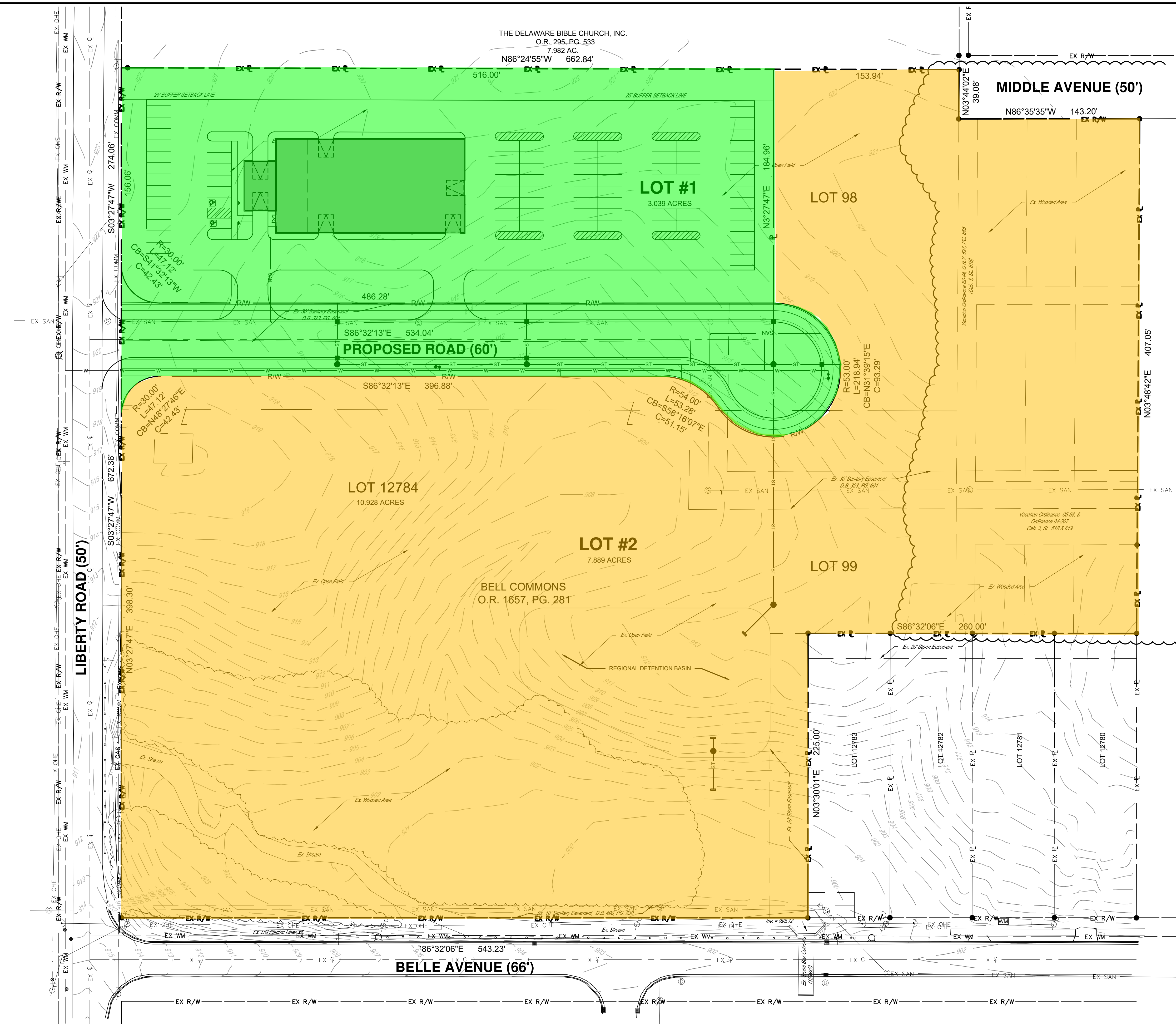
Thence along a curve to the left having a radius of 53.00 feet, an arc length of 218.94 feet, a chord bearing of **North 31°39'15" East** and a chord distance of **93.29**, to a point of tangency;

Thence **North 03°27'47" East 184.96 feet**, to a point in the north line of said Makapa, LLC tract and the south line of a tract conveyed to The Delaware Bible Church, Inc. recorded in O.R. 295, Pg. 533;

Thence **North 86°24'55" West 516.00 feet**, following the north line of said Makapa, LLC tract and the south line of said The Delaware Bible Church, Inc. tract to northwest corner of said Makapa, LLC tract, the southwest corner of said The Delaware Bible Church, Inc tract, and the east line of said Liberty Road;

Thence **South 03°27'47" West 274.06 feet**, following the west line of said Makapa, LLC tract and the east line of said Liberty Road to the ***point of beginning***, containing **3.039 acres**, more or less. Subject to all valid easements and restrictions of record.

Basis of Bearing: State Plane Coordinate System, Ohio South Zone, NAD83.



CONCEPT SITE PLAN FOR
BELLE COMMONS
 SITUATED IN STATE OF OHIO,
 DELAWARE COUNTY, CITY OF
 DELAWARE

SITE DATA

SITE ADDRESS:
 NORTHEAST CORNER OF LIBERTY ROAD & BELLE AVENUE

PARCEL:
 PARCEL NO. 41912201027005

SITE:
 10.928 ACRES

CURRENT ZONING:
 PMU - PLANNED MIXED USE DISTRICT - ORD 19-52

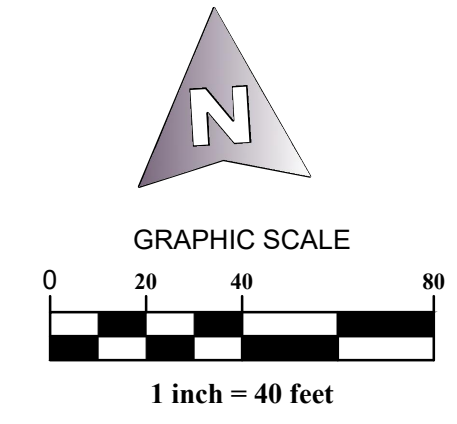
PROPOSED ZONING:
 PMU - PLANNED MIXED USE DISTRICT - ORD 19-52

EXISTING USE:
 VACANT LAND

PROPOSED USE:
 AUTOMOTIVE REPAIR

ZONING LEGEND

| | |
|--|---------------------------------|
| | REZONE TO ADD AUTOMOTIVE REPAIR |
| | ZONING TO REMAIN |



WCS
 WINKLE CIVIL ENGINEERING & SURVEYING LLC
 47 GREENFIELD DRIVE
 MILFORD CENTER, OH 43045
 WWW.WINKLE-CS.COM
 P: (614) 507-6376

PREPARED BY:
 PROFESSIONAL STAMP:

| NO. | DATE | DESCRIPTION |
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BELLE COMMONS
BUSINESS PARK
 ZONING SITE PLAN
 BELLE AVENUE & LIBERTY ROAD, DELAWARE OHIO 43015

SHEET NAME:
 DATE: 01/28/2026
 DRAWN BY: CAW
 SHEET: **1 / 1**
SITE PLAN
 JOB # 26002

CITY OF DELAWARE
 PLANNING COMMISSION
 MARCH 4, 2026

C-PUD 26-3
 LIBERTY BELLE REZONING

RESOLUTION

WHEREAS, Winkle Civil Engineering & Surveying LLC, 47 Greenfield Drive, Milford Center, OH 43045 has filed an application requesting to rezone 3.039-acres of land from PMU (Planned Mixed-Use) to C-PUD (Commercial Planned Unit Development) located on the northeast side of Liberty Road and Belle Avenue.

WHEREAS, a public hearing was held on March 4, 2026 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 §1114.06 of the Planning and Zoning Code; and

WHEREAS, the City of Delaware Planning Commission finds that pursuant to §1114.06 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 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 3.039 acres of land described in the attached Exhibit "A", PMU (Planned Mixed-Use Overlay) to C-PUD (Commercial Planned Unit Development).

SECTION 2.

1. The concept plan dated "Received 1/28/26" illustrates the general layout of the development within this Planned Unit Development.
2. Uses permitted (P), conditional (C), and accessory (A) in this Commercial

Planned Unit Development are as follows:

| <u>Land Use</u> | <u>Permitted Use</u> |
|---|----------------------|
| Retail development with a minimum gross floor area under 80,000 square feet | P |
| Offices: Clerical/ professional, financial institution, bank, medical/ dental, veterinary, no boarding kennel | P |
| Restaurant | P |
| Automotive repair, major | C |
| Automotive repair, minor | P |
| Research and Development Facility | P |
| Training Facility | P |
| Brewery or winery, micro | P |
| School - trade, business, or cultural arts | P |
| Event venue — capacity of 50 or fewer | P |
| Event venue — capacity of 50 or greater | C |
| Place of religious assembly | C |
| Outdoor storage: Storage of fleet vehicles for operation of principal use | A |

Table 1: P= Permitted Use, C= Conditional Use, A= Accessory Use

3. Roads, Traffic, and Engineering:

- a. All comments and concerns of the City Engineer, including any stormwater and utility requirements, must be addressed through the Engineering and Utilities Departments prior to the release of any permits for this development.
- b. Fee-simple public right of way shall be dedicated along Liberty Road, 35-FT from centerline along the entire property frontage, prior to the release of the plat for recording.
- c. Right of way and/or easements shall be dedicated along Liberty Road and Belle Avenue to allow the City to perform a stream restoration/stabilization project, as specified by the City Engineer prior the release of the plat for recording.
- d. The proposed roadway shall be constructed with development of the first lot and shall be privately owned and maintained. Cross access easements shall be granted, at no cost, along the entire

length of the private shared access drive to allow access from abutting properties to Liberty Rd.

- 4. Buffers, Landscaping, and Screening:
 - a. Landscaping, screening, and buffers shall be determined at the Development Plan stage and shall at a minimum comply with Chapter 1121 of City Code requirements.
- 5. Pedestrian Access
 - a. Pedestrian facilities with a minimum of 5-foot sidewalks shall be provided along the Private Road. Pedestrian facilities shall be established at the Development Plan stage.
- 6. Minimum building and parking setbacks shall be established at the Development Plan stage.
- 7. Signage requirements shall be determined at the Development Plan stage and shall require the submission of a comprehensive sign plan for the entire PUD.
- 8. A final subdivision plat to include all dedicated easements and right of way must be recorded prior to the release of permits.

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: March 4, 2026

YEAS 7 NAYS 0
ABSTAIN 0

ATTEST: Sarah Wilson
CITY CLERK

[Signature]
CHAIRMAN



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Nicolas Langford, Economic Development

ITEM TYPE: Ordinances

AGENDA SECTION: **SECOND READING OF ORDINANCE NO. 26-13**

SUBJECT: Ordinance No. 26-13, an ordinance authorizing the City Manager to enter into an amended cooperative agreement with Delaware County relating to the extension of Sawmill Parkway.

SUGGESTED ACTION:

ATTACHMENTS:

[Fact Sheet, Ord 26-13 - Sawmill Cooperative Agreement Amendment.docx](#)
[Ordinance_Amendment_combined.pdf](#)
[ord 14-63 agree county sawmill pkwy.pdf](#)



FACT SHEET

AGENDA ITEM NO: 15

DATE: 4/13/2026

ORDINANCE NO: 26-13

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Nic Langford, Econ-Dev Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED COOPERATIVE AGREEMENT WITH DELAWARE COUNTY RELATING TO THE EXTENSION OF SAWMILL PARKWAY.

BACKGROUND:

In 2015, the City and Delaware County approved the original Sawmill Parkway Cooperative Agreement to facilitate construction and financing of the Sawmill Parkway extension from Hyatts Road to a point north and west of U.S. Route 42 within the City's corporate limits. Delaware County has now completed construction of the project and financed the project costs. Under the original agreement, the City's repayment obligation is tied to tax increment financing (TIF) revenues generated from defined TIF areas benefiting from the roadway improvement.

The attached First Amendment updates that framework as the City and County continue to promote development in the corridor. Specifically, the amendment removes a +/- 28.785-acre development parcel (Parcel No. 41923001031000, identified on Exhibit E) from the TIF area that is subject to the original agreement, allowing that parcel to be addressed separately. At the same time, the amendment clarifies and updates the TIF area exhibits, adds a Sawmill Parkway Residential TIF Area totaling approximately 139.785 acres across four

parcels identified on Exhibit F, and establishes that TIF revenues from that residential TIF area are to be prioritized toward repayment of the City's remaining balance due to the County.

REASON WHY LEGISLATION IS NEEDED:

Council action is required because the existing 2015 cooperative agreement may only be amended by formal written agreement of the parties. This ordinance authorizes the City Manager to execute the First Amendment, which revises the definition of the TIF Area and related exhibits, removes the original early termination language in Sections 2.3 and 2.4, adds new Section 4.6 to prioritize residential TIF revenues for repayment to the County until the City's total balance due is paid in full, and confirms that all other terms of the original agreement remain in effect.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

There is no direct appropriation in this ordinance. However, the amendment modifies how future TIF revenues associated with the Sawmill Parkway corridor may be allocated. The original agreement states that the project's cost was projected at approximately \$56.1 million and that the City's repayment obligation was defined as the share of project costs occurring within the City's incorporated boundaries, plus any applicable interest, to be repaid through TIF revenues. The amendment preserves the County's repayment priority from the Sawmill Parkway Residential TIF Area until the City's total balance due has been satisfied, except for any amounts required under any effective school compensation agreements.

POLICY CHANGES:

This legislation amends the existing Sawmill Parkway Cooperative Agreement by excluding the identified development parcel from the agreement-controlled TIF area, updating the mapped TIF area structure, and establishing a priority payment framework for residential TIF revenues tied to the corridor.

PRESENTER(S):

Nic Langford, Director of Economic Development

RECOMMENDATION:

Approval

ATTACHMENT(S)

- Ordinance
- First Amendment to Sawmill Parkway Cooperative Agreement w/ Exhibits
- Original Sawmill Parkway Cooperative Agreement (2015) for reference

ORDINANCE NO. 26-13

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED COOPERATIVE AGREEMENT WITH DELAWARE COUNTY RELATING TO THE EXTENSION OF SAWMILL PARKWAY.

WHEREAS, in Ordinance No. 14-63, City Council approved the Sawmill Parkway Cooperative Agreement (the "Original Agreement") with Delaware County (the "County") relating to negotiated economic development incentives to facilitate construction of the Sawmill Parkway extension (the "Project"); and

WHEREAS, the County has completed construction of the Project to a point north and west of US Route 42 within the City's corporation limits, in accordance with the Original Agreement; and

WHEREAS, the City and the County continue to actively promote the development of parcels of real property in the vicinity of the Project, and the City has proposed an amendment exempting those parcels of real property from the Original Agreement in exchange for certain modifications to the City's repayment obligations under the Original Agreement; and

WHEREAS, per the Original Agreement, the City and the County have negotiated the attached First Amendment to Sawmill Parkway Cooperative Agreement (the "First Amendment").

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

SECTION 1. The City Manager is hereby authorized to enter into the First Amendment to Sawmill Parkway Cooperative Agreement with Delaware County, attached hereto and incorporated herein, which memorializes the mutual understanding of the parties related to modifying the Original Agreement.

SECTION 2. As set forth in the First Amendment, all other terms and conditions of the Original Agreement not hereby amended shall remain in full force and effect.

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: _____, 2026 YEAS _____ NAYS _____ ABSTAIN _____

ATTEST: _____
CITY CLERK

MAYOR

FIRST AMENDMENT TO SAWMILL PARKWAY COOPERATIVE AGREEMENT

This FIRST AMENDMENT (the “*Amendment*”) to the Sawmill Parkway Cooperative Agreement dated January 23, 2015 (the “*Original Agreement*”) is made and entered into as of _____ by and between the CITY OF DELAWARE, OHIO (the “*City*”), and the COUNTY OF DELAWARE, OHIO, by and through its Board of County Commissioners (the “*County*”), under the circumstances summarized in the following recitals. The City and the County may be referred to herein individually as a “*Party*” or collectively as the “*Parties*.” (The capitalized terms not defined, or redefined as amended, in this Amendment are being used as defined in Article I of the Original Agreement.)

RECITALS:

WHEREAS, on or about January 23, 2015, the Parties entered into the Original Agreement, which provides for the construction and financing of an extension of Sawmill Parkway from Hyatts Road to a point north and west of US Route 42 within the City’s corporation limits (defined as the “*Project*” in the Original Agreement); and

WHEREAS, the County has completed construction of the Project as contemplated in the Original Agreement and has financed the Costs thereof; and

WHEREAS, the Parties are actively promoting the development of parcels of real property in the vicinity of the Project (which real property is referred to as the “*Development*” and is depicted on **EXHIBIT E** attached hereto and incorporated herein by reference); and

WHEREAS, in order to incentivize the Development, the City has proposed exempting the Development from the Original Agreement, in exchange for certain modifications to its repayment obligations set forth in the Original Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the Parties agree, pursuant to Section 8.5 of the Original Agreement, to amend the Original Agreement as follows:

- A. Amendment to Section 1.2. The definition of “*TIF Area*” shall be replaced with the following text, and **EXHIBIT C** shall be replaced with the exhibit attached to this Amendment and, by this reference, incorporated herein:

“*TIF Area*” means, collectively, (a) those certain parcels of real property located in the City (which are depicted and referred to as the “Sawmill Parkway TIF Area” on **EXHIBIT C**, as amended, and which is or will be identified in the City’s TIF Legislation, the Improvements to which will be exempted from real property taxation pursuant to the TIF Legislation; (b) those certain parcels of real property located in the City (which are depicted and referred to as the “Sawmill Parkway Residential TIF Area” on **EXHIBIT C**, as amended, and on **EXHIBIT F** attached hereto and incorporated herein by reference, and which will be identified in the City’s TIF Legislation, the Improvements to which will be exempted from real property taxation pursuant to the TIF Legislation; and (c) any parcels of real property which are currently located outside the City (which are depicted and referred to as the “Future Sawmill Parkway TIF Area” on **EXHIBIT C**, as amended), and which if hereafter annexed into the City will thereafter be identified in the City’s TIF Legislation (either by amendment of existing TIF Legislation or enactment of new TIF Legislation), and in either case, the Improvements to which will be exempted from real property

taxation pursuant to the TIF Legislation. Notwithstanding the foregoing and for the sake of clarity, the Parties mutually agree that the Development depicted on **EXHIBIT E** shall not be included in a TIF Area subject to this Agreement, and the City shall be free to authorize an exemption applicable to the Development depicted on **EXHIBIT E** without operation of this Agreement.

- B. Amendment to Section 2.3. Delete the following text: “, unless earlier terminated in accordance with the provisions set forth in Section 2.4”.
- C. Amendment to Section 2.4. Delete Section 2.4 in its entirety.
- D. Addition of Section 4.6. Add new Section 4.6 as follows:

Section 4.6 Priority of TIF Revenues from Sawmill Parkway Residential TIF Area.

Notwithstanding any other provision of this Agreement to the contrary, the City shall not approve any other exemptions or abatements, including, but not limited to community reinvestment area exemptions or abatements, within the Sawmill Parkway Residential TIF Area depicted on **EXHIBIT F**. The City shall also not pledge or pay TIF Revenues from the Sawmill Parkway Residential TIF Area, or enter into any agreement providing for such pledge or payment, to a third party, except as may be required in any applicable compensation agreement with the School District, until the City’s Total Balance Due has been paid in full. The Parties mutually acknowledge and agree that this Section 4.6 is specifically intended to prioritize payment of TIF Revenues from the Sawmill Parkway Residential TIF Area to the County, as contemplated in Section 4.4(c)(iv), until the City’s Total Balance Due has been paid in full. The County agrees that it will not object to the ordinance of the City that will enact the TIF Exemption for the Sawmill Parkway Residential TIF Area under Section 5709.40(E) of the Ohio Revised Code. That ordinance shall be considered part of the City’s TIF Legislation under the Agreement.

E. Miscellaneous.

- (1) Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (2) Captions. The captions and headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Amendment.
- (3) Effective Date. This Amendment shall become effective on the date set forth in the preamble hereto.
- (4) Executed Counterparts. This Amendment may be executed in several counterparts (including counterparts executed or transmitted by electronic means), each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Amendment to produce or account for more than one of those counterparts.
- (5) Representations and Covenants. Each Party hereby reaffirms and restates the representations and covenants set forth in Article III of the Original Agreement

with respect to this Amendment. All representations and covenants shall survive the execution and delivery of this Amendment.

(6) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Amendment and as such are incorporated herein by reference.

(7) Effect on Remaining Provisions. All other terms and conditions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the County have caused this Amendment to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CITY OF DELAWARE, OHIO

By: _____

Printed: Paul Brake _____

Title: Delaware City Manager _____

Approved as to form:

Delaware City Attorney

COUNTY OF DELAWARE, OHIO

By: _____

Printed: _____

Title: _____

Approved as to form:

General Counsel, Board of Commissioners

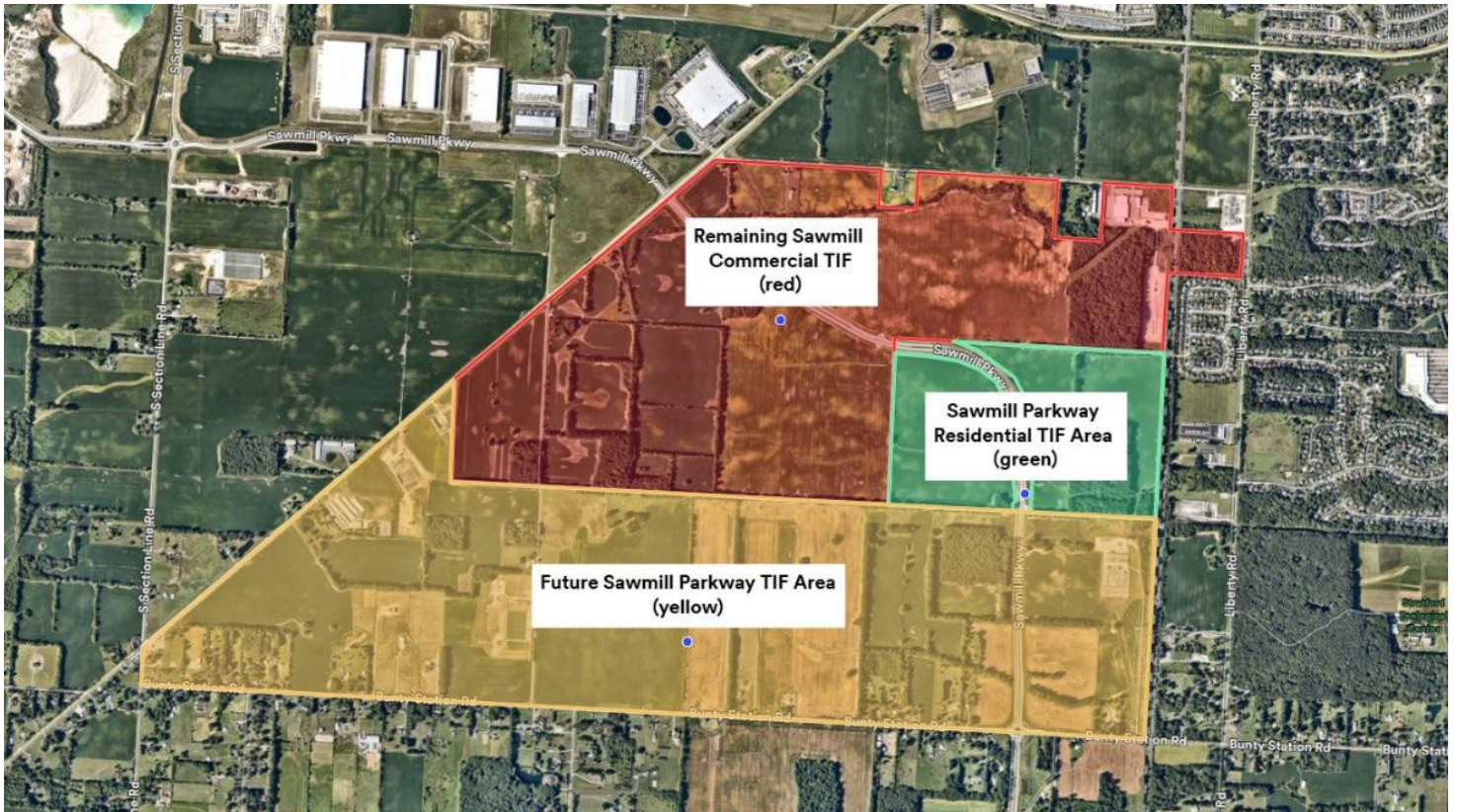
FISCAL OFFICER’S CERTIFICATE

The undersigned, Director of Finance of the City of Delaware, Ohio under the foregoing Agreement, as amended, certifies hereby that the City has no financial obligations under the foregoing Agreement except from TIF Revenues, which have been appropriated for payment thereunder. This Certificate is given in compliance with Ohio Revised Code Section 5705.41 and 5705.44.

Dated: _____

Director of Finance
City of Delaware, Ohio

EXHIBIT C: Sawmill Parkway TIF Area



Remaining Parcels Within Sawmill TIF (Red Outline):

- 41923002001002: Wolf Industrial Park II LLC +/- 7.419 acres
- 41924001009000: Shadyside 4 LLC +/- 8.154 acres
- 41924001010000: Shadyside 4 LLC +/- 33.685 acres
- 41924001008000: Delaware Slacker LLC +/- 1.132 acres
- 41924001006000: Sawmill View Farm LLC +/- 7.570 acres
- 41924001007000: Sawmill View Farm LLC +/- 36.001 acres
- 41924001004000: Slack Road Farm LLC +/- 82.289 acres
- 41924001005000: Slack Road Farm LLC +/- 12.000 acres
- 41924001051000: Columbus & Southern Ohio Electric Co. +/- 59.684
- 41924001012000: Sawmill View Farm LLC +/- 49.128 acres
- 41924001011000: Shadyside 4 LLC +/- 50.000 acres
- 41923002005000: RS 42 North LLC & GML Holdings LLC +/- 50.000 acres
- 41923002001001: Wolf Industrial Park II LLC +/- 31.008 acres
- 41923002002000: RS 42 North LLC & GML Holdings LLC +/- 9.280 acres
- 41923002004001: Wolf Industrial Park II LLC +/- 57.083 acres
- 41923001033001: Wolf Industrial Park II LLC +/- 44.669 acres
- 41924001051004: City of Delaware +/- 1.240 acres

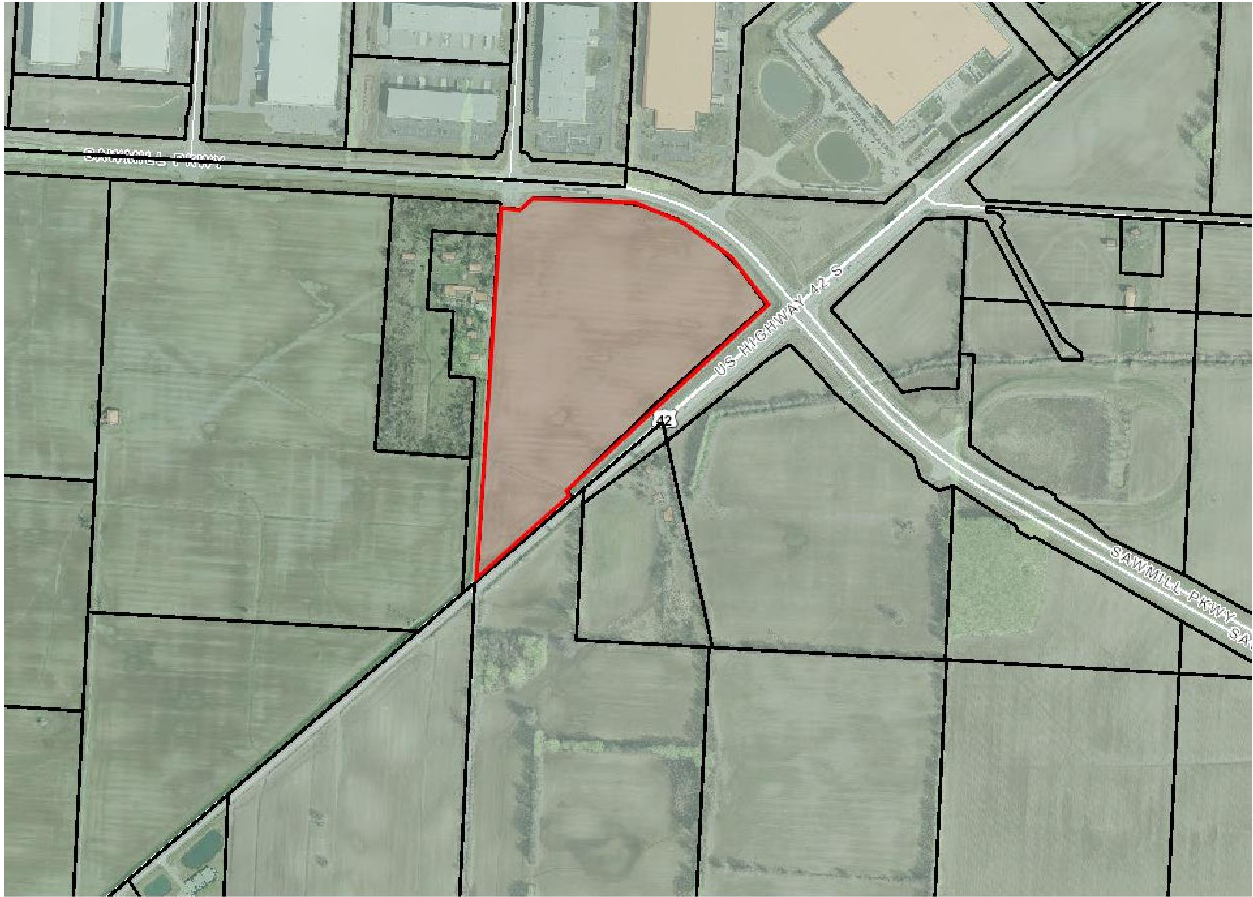
Sawmill Parkway Residential TIF Area (Green Outline)

- 41924001047000: Addison Sawmill LLC +/- 50.917 acres
- 41924001048000: Addison Sawmill LLC +/- 5.00 acres
- 41924001050000: Addison Sawmill LLC +/- 1.363 acres
- 41924001049000: Addison Sawmill LLC +/- 82.505 acres

Future Sawmill Parkway TIF Area (Yellow Outline)

Exhibit E: The Development

Totaling +/- 28.785 acres (one parcel)

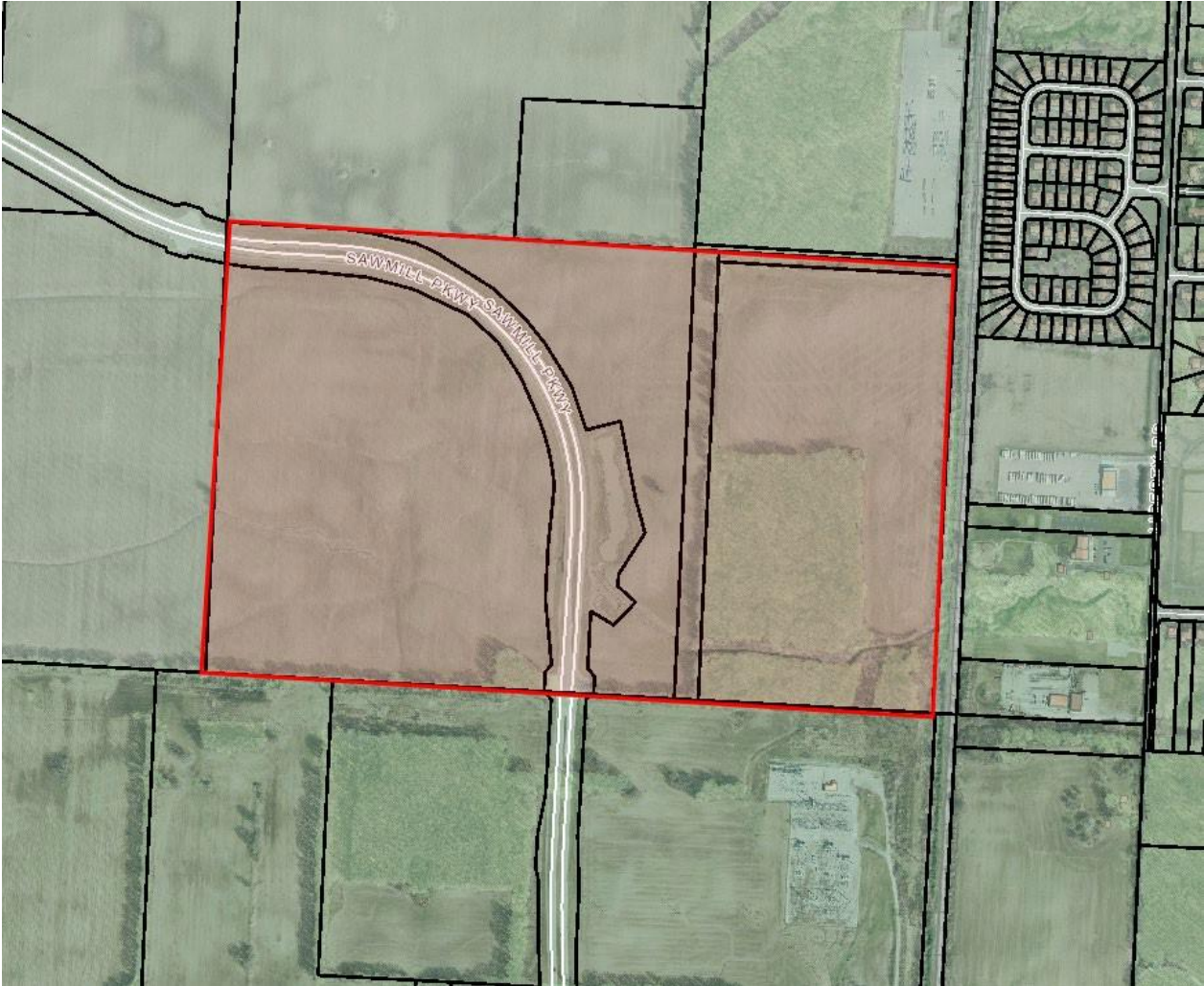


Parcel # (as of 11.26.25)

41923001031000 (Daniels Hinkley Housing LLC): totaling +/- 28.785 Acres

Exhibit F: Sawmill Parkway Residential TIF Area

Totaling +/- 139.785 Acres across 4 parcels



Parcel #s (as of 11.26.25)

- 41924001049000 (Addison Sawmill LLC): totaling +/- 82.505 Acres
- 41924001047000 (Addison Sawmill LLC): totaling +/- 50.917 Acres
- 41924001050000 (Addison Sawmill LLC): totaling +/- 1.363 Acres
- 41924001048000 (Addison Sawmill LLC): totaling +/- 5.0 Acres

ORDINANCE NO. 14-63

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH DELAWARE COUNTY RELATING TO THE EXTENSION OF SAWMILL PARKWAY.

WHEREAS, Sawmill Parkway is an arterial roadway located in the southwest part of Delaware County (the "County") which has its current northern terminus at Hyatts Road (County Road 123); and

WHEREAS, the City of Delaware (the "City") and the Delaware County Board of Commissioners (the "Board") agree that the extension of Sawmill Parkway in a northerly/northwesterly direction would enhance the County's transportation system and incentivize and facilitate economic development in the City and the County; and

WHEREAS, in Resolution No. 14-02 City Council approved a Memorandum of Understanding (MOU) with Delaware County to negotiate a development agreement to facilitate the construction of Sawmill Parkway.

WHEREAS, Pursuant to the MOU, the City and the County have negotiated the attached Sawmill Parkway Cooperative Agreement; and

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

SECTION 1. The City Manager is hereby authorized to enter into a Cooperative Agreement with Delaware County memorializing the mutual understanding of the parties regarding the Cooperative Agreement.

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.

VOTE ON RULE SUSPENSION:

YEAS 6 NAYS 1
ABSTAIN 0

PASSED: July 28, 2014

YEAS 7 NAYS 0
ABSTAIN 0

ATTEST: Glenn McLeskey
CITY CLERK

Andy Kay Riggie
MAYOR

**SAWMILL PARKWAY
COOPERATIVE AGREEMENT**

by and between

CITY OF DELAWARE, OHIO

and

COUNTY OF DELAWARE, OHIO

relating to

CONSTRUCTION OF SAWMILL PARKWAY EXTENSION

Dated as of

January 23, 2015

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This **SAWMILL PARKWAY COOPERATIVE AGREEMENT** is made and entered into as of January 23, 2014 (the “*Effective Date*”) by and between the **CITY OF DELAWARE, OHIO** (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*State*”) and its Charter and the **COUNTY OF DELAWARE, OHIO** (the “*County*” and together with the City, the “*Parties*”), a county and political subdivision duly organized and validly existing under the Constitution and the laws of the State, under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof).

RECITALS:

WHEREAS, Sawmill Parkway is an arterial roadway located in the southwest part of the County which has its current northern terminus at Hyatts Road (County Road 123); and

WHEREAS, the Parties have determined that the construction of an extension to Sawmill Parkway commencing at the current northern terminus of Sawmill Parkway at Hyatts Road and proceeding in a northerly/northwesterly direction and terminating approximately 1600 feet north/northwest of U.S. Route 42 (a depiction of which is attached hereto as **EXHIBIT A** and referred to herein as the “*Project*”), would enhance and facilitate traffic flow in the northern portion of the County and further, that the construction of the Project will stimulate the development of real property proximately located thereto and result in the creation of jobs and employment opportunities and generally enhance the prosperity, health, safety, and welfare of the residents of the City and the County; and

WHEREAS, the Parties have agreed that the County will initially provide for the payment of the costs of the Project either from currently available funds and/or the issuance of County securities; and

WHEREAS, the Parties have also agreed that the City shall be responsible for paying a portion of the costs of the Project and that those payments shall be made from service payments in lieu of taxes (“*PILOTS*”) which the City shall be entitled to receive pursuant to the creation of one or more tax increment financing areas within the City and in proximity to the site of the Project; and

WHEREAS, to facilitate the timely completion of the Project, the City, acting pursuant to Ordinance No. 14-63 passed by its City Council on July 28, 2014, has authorized the execution of this Agreement; and

WHEREAS, to facilitate the timely completion of the Project, the County, acting pursuant to Resolution No. 14-725 adopted by its Board of County Commissioners on June 23, 2014, has authorized the execution of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the Parties agree as follows:

(END OF RECITALS)

ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2 Definitions. As used herein:

“**Agreement**” means this Sawmill Parkway Cooperative Agreement dated as of

Jan. 23rd, 2014⁵

“**Approved Contract Documents**” shall have the meaning set forth in Section 5.10.

“**City**” means the City of Delaware, Ohio.

“**City Council**” means the City Council of the City.

“**City’s Share of Interest on Project Costs**” shall have the meaning set forth in Section 4.3(a)(ii).

“**City’s Share of Project Costs**” shall have the meaning set forth in Section 4.3(a)(i).

“**City’s Total Balance Due**” shall have the meaning set forth in Section 4.3(a)(iv).

“**City’s Total Share of Project Costs**” shall have the meaning set forth in Section 4.3(a)(iii).

“**Construction Contract**” means the agreements between the County and its various contractors for the construction of the Project.

“**Construction Period**” means the period commencing with the award of the initial Construction Contract with a contractor for the performance of the work for the Project and ending upon the Project Completion Date.

“Contract Documents” means, collectively, the documents that constitute the substance of the requirements for the work to be performed by a contractor for the Project, including, without limitation, Plans, Specifications, general and supplementary conditions, addenda, modifications, a Construction Contract, bid form, and surety bond, including change orders that are issued after the award of a Contract.

“Cost” or **“Costs”** means all “costs of permanent improvements” as such items are set forth in Section 133.15(B) of the Ohio Revised Code and incurred with respect to the acquisition, construction and installation of the Project, all as delineated in the Project Budget.

“Cost Budget” shall have the meaning set forth in Section 6.4.

“County” means the County of Delaware, Ohio.

“County Securities” means, collectively, any securities of the County (including notes or bonds) to be issued for the purpose of paying any portion of the Costs of the Project.

“Environmental Laws” means the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order, or decree relating to any Hazardous Materials.

“Hazardous Materials” means and includes any hazardous substance, toxic or dangerous waste, substance or material or any pollutant or contaminant defined or referenced in any Environmental Laws.

“Improvement” has the same meaning as set forth in Section 5709.40(A)(4) of the Ohio Revised Code.

“Joint Vocational School District” means the Delaware Area Career Center.

“Material Delay” means a delay that is more than thirty (30) days from the Project Completion Date.

“Notice Address” means:

| | |
|------------------|--|
| as to the City: | City of Delaware, Ohio One South Sandusky Street Delaware, Ohio 43015 Attention: City Manager |
| as to the County | County of Delaware, Ohio 101 North Sandusky Street Delaware, Ohio 43015 Attention: County Administrator |

“Parties” means, collectively, the City and the County.

“PILOTS” means service payments in lieu of taxes which are to be paid by owners of real property in accordance with the TIF Legislation.

“Plans” means the graphic and pictorial portions of the Contract Documents showing the design, type of construction, location, dimensions, and character of the Project to be provided by a contractor, generally including plans, elevations, sections, details, schedules, diagrams, notes and portions of specifications.

“Project” means acquiring, constructing and otherwise improving an extension to Sawmill Parkway commencing at the current northern terminus of Sawmill Parkway at Hyatts Road and proceeding in a northerly/northwesterly direction and terminating approximately 1,600 feet north/northwest of U.S. Route 42, a depiction of which is included on **EXHIBIT A** hereto and incorporated herein by reference. The Project will include three intersections within the City’s corporate boundaries as well as a fully functional, 4-leg intersection at U.S. Route 42, all together with any necessary and related storm sewer improvements, signage and signalization, shared use bicycle and pedestrian paths, landscaping, and the acquisition of interests in real

estate therefor, together with all other incidental work and related appurtenances thereto. Right-of-way acquired for the Project shall be of sufficient area to accommodate future utility installations (i.e. fiber, sewer and water) to support economic development surrounding the Project.

“Project Completion Date” shall have the meaning set forth in Section 6.3.

“Public Improvements” means any public infrastructure improvement as such term is defined in Section 5709.40(A)(7) of the Ohio Revised Code.

“School District” means, collectively, the Delaware City School District and the Olentangy Local School District.

“Specifications” means those portions of the Contract Documents consisting of the detailed written administrative, procedural, and technical requirements and standards for construction of the Project, whether physically on the Plans or bound in separate volumes, including identification of acceptable materials, methods, equipment, construction systems, quality, and workmanship.

“State” means the State of Ohio.

“TIF Area” means, collectively, (a) those certain parcels of real property located in the City (which are depicted and referred to as the “Sawmill Parkway TIF Area” on **EXHIBIT C** which is attached hereto and incorporated herein by reference) and which will be identified in the initial TIF Legislation, the Improvements to which will be exempted from real property taxation pursuant to the TIF Legislation and (b) any parcels of real property which are currently located outside the City (such real property being the approximate 796.29 acres which area is bounded to the north by the current southern corporate boundary of the City, to the east by the railroad tracks, to the south by Bunty Station Road and to the west by U.S. Route 42 and depicted and

referred to as the “Possible Sawmill Parkway TIF Area” on **EXHIBIT C**) and which if hereafter annexed into the City, will thereafter be identified in the TIF Legislation (either by amendment of existing TIF Legislation or passage of new TIF Legislation), and in either case, the Improvements to which will be exempted from real property taxation pursuant to the TIF Legislation. The Parties acknowledge that the southern boundary of the TIF Area has been determined based upon the City’s current expectations as to what real property might be annexed into the City in the foreseeable future.

“*TIF Exemption*” shall have the meaning set forth in Section 4.4(a).

“*TIF Fund*” means the fund to be created by the TIF Legislation and into which all TIF Revenues to be received by the City (after any withholding by the County as described herein) will be deposited.

“*TIF Legislation*” means, collectively, (a) initially an ordinance to be passed by the City which will identify the real property depicted and referred to as the “Sawmill Parkway TIF Area” on **EXHIBIT C** as the initial TIF Area, *provided* that such TIF Legislation may be amended from time to time to add additional real property to the TIF Area and (b) any additional ordinance(s) passed by the City which will identify additional real property to be included in the TIF Area, including but not limited to real property which is currently not located within the corporate boundaries of the City but may hereafter be annexed into the City.

“*TIF Revenues*” means the PILOTs paid in respect of the TIF Area pursuant to the TIF Legislation and which will be required by the TIF Legislation to be used in the manner set forth in Section 4.4(c).

Section 1.3 Interpretation. Any reference in this Agreement to the Parties or to any officers of the Parties includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided* that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "*hereof*", "*hereby*", "*herein*", "*hereto*", "*hereunder*" and similar terms refer to this Agreement; and the term "*hereafter*" means after, and the term "*heretofore*" means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

Section 1.4 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1 General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangements among the Parties, the Parties have determined to cooperate with each other in the financing, acquisition, construction, improvement, development and operation of the Project, all in accordance with this Agreement. This Agreement is intended as and shall be an agreement among the Parties to cooperate in the financing, acquisition, construction, development and operation of the Project, and the agreements contained herein are intended to and shall be construed as agreements to further effectuate cooperative action and safeguard the respective interests of the Parties hereto.

Section 2.2 Exercise of Coordinated Efforts. The Parties acknowledge and agree that it will be necessary to work in a coordinated manner to complete the Project in a timely and cohesive manner which will be economically advantageous to the City and the County and their residents.

Section 2.3 Term of Agreement. This Agreement shall become effective as of the Effective Date and will continue until the Project is completed and the City has reimbursed the County for the City's Total Share of Project Costs, unless earlier terminated in accordance with the provisions set forth in Section 2.4.

Section 2.4 Early Termination of Agreement. Unless otherwise extended by the written agreement of the Parties, this Agreement shall be terminable by either Party should any of the following events fail to occur:

(a) Passage of TIF Legislation. By the date which is six (6) months following the Effective Date, the City, after having acted in good faith, shall pass the initial TIF Legislation which shall include in the initial TIF Area those parcels depicted and referred to as the “Sawmill Parkway TIF Area” on **EXHIBIT C**.

(b) Execution of School Compensation Agreement. By the date which is six (6) months following the Effective Date, the City, after having acted in good faith, shall enter into a compensation agreement with the School District which authorizes the City to pass TIF Legislation upon such terms, including the provision of compensation to the School District and the Joint Vocational School District, which the Parties reasonably believe will produce sufficient TIF Revenues over the term of the Tax Exemptions provided for in the TIF Legislation to pay to the County an amount equal to the City’s Total Share of Project Costs.

(c) Issuance of County Securities. By the date which is nine (9) months following the Effective Date, the County, after having acted in good faith, shall issue and deliver County Securities in an aggregate principal amount, which together with other funds available to and theretofore appropriated by the County, will be sufficient in amount to pay the Costs of the Project.

The failure of any of the events detailed in this Section 2.4 to occur shall not be an Event of Default under this Agreement.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1 Representations and Covenants of the City. The City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the City and all steps necessary to be taken by the City have been taken to constitute this Agreement, and the covenants and agreements of the City contemplated herein are valid and binding obligations of the City, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the City wherein an unfavorable ruling or decision would materially adversely affect the City's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The City ordinance approving this Agreement, has been duly passed, is in full force and effect and is not subject to repeal by referendum.

Section 3.2 Representations and Covenants of the County. The County represents and covenants that:

(a) It is a county duly organized and validly existing under the Constitution and applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the County, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the County, and do not and will not conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the County and all steps necessary to be taken by the County have been taken to constitute this Agreement, and the covenants and agreements of the County contemplated herein are valid and binding obligations of the County, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the County wherein an unfavorable ruling or decision would materially adversely affect the County's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The County resolution approving this Agreement, has been duly adopted, is in full force and effect and is not subject to repeal by referendum.

(END OF ARTICLE III)

ARTICLE IV

FINANCING OF THE PROJECT

Section 4.1 General. The Parties agree that the Cost of the Project, including any right-of-way acquisition, is projected to be approximately \$56.1 million. The Parties agree that the County shall take all reasonable steps to secure the funding to pay the Costs of the Project and that some or all of that amount may be funded through the issuance of County Securities. The Parties further agree to work in a cooperative manner to implement a City tax increment financing on certain real property located within the City to provide a source of repayment for the City's Total Share of Project Costs.

Section 4.2 County Securities. Once the conditions set forth in Sections 2.4(a) and 2.4(b) of this Agreement have been satisfied, the County agrees that it will act in good faith to issue the County Securities and provide other available monies within one hundred twenty (120) days following the satisfaction of those conditions to provide sufficient funding to pay the Cost of the Project. The Parties agree that the aggregate principal amount of the County Securities will not exceed \$56 million and that the component issuances comprising the County Securities may be issued in one or more series. The County agrees that it will provide written notification to the City upon the closing of each component issuance comprising the County Securities. The Parties agree that the County Securities may be refinanced or restructured from time to time, *provided* that the County would realize a net present value savings in debt service as a result of that refinancing or restructuring.

Section 4.3 City's Total Share of Project Costs.

(a) Computation of City's Total Share of Project Costs. The City's Total Share of Project Costs shall be computed in accordance with this Section 4.3(a).

(i) City's Share of Project Costs. The City's Share of Project Costs shall equal the sum of (A) 37.5% of the Costs of the portion of the Project extending from the City's current, southern border to and including the proposed intersection improvements at U.S. Route 42 (such portion of the project is depicted on **EXHIBIT B** and referred to thereon as Phases F-1 and E-2) and (B) 100% of the Costs of the portion of the Project extending from the intersection with U.S. Route 42 to a point approximately 1,600 feet north/northwest of U.S. Route 42, including providing proper access to the two businesses that are currently located north of U.S. Route 42 (such portion of the project is depicted on **EXHIBIT B** and referred to thereon as Phase F-2). The Parties agree that the Costs of the various portions of the Project (as described in this subsection) shall be determined by the County Engineer and included in the Final Completion Certificate pursuant to Section 6.3.

(ii) City's Share of Interest on Project Costs. The Interest on the City's Share of Project Costs shall equal the product of (A) the interest (expressed in dollars) due and payable on the County Securities over the repayment term of the County Securities multiplied by (B) the quotient of (1) the City's Share of Project Costs divided by (2) the total Costs of the Project. The Parties agree that the interest due and payable on each component issuance of the County Securities (as described in this subsection) shall be determined by the County Auditor at such time as that component issuance is issued as long-term debt (i.e. with a final maturity longer than one year) and certified in writing to the City within thirty (30) days following the sale and delivery of those County Securities. The Parties further agree that the interest computation for each component issuance shall include interest due and payable for any short-term debt which was issued

in anticipation of the long-term debt with a credit for any proceeds from the sale of those County Securities which are deposited into the County's Bond Retirement Fund for the purpose of paying interest on those County Securities. The Parties also agree that the Interest on the City's Share of Project Costs shall be reduced appropriately to reflect either (A) a reduction in interest costs realized by the County in respect of a refinancing or restructuring of the County Securities or (B) a prepayment by the County of any portion of the County Securities.

(iii) City's Total Share of Project Costs. The City's Total Share of Project Costs shall equal the sum of (A) the City's Share of Project Costs plus (B) the City's Share of Interest on Project Costs.

(iv) City's Total Balance Due. As of the date of the Final Completion Certificate, the City's Total Balance Due shall equal the City's Total Share of Project Costs as certified on the Final Completion Certificate. Thereafter, the City's Total Balance Due shall be (A) increased for any additions to or reduced for any reductions of the City's Share of Interest on Project Costs in accordance Section 4.3(a)(ii) and (B) reduced for any payments remitted by the City to the County in respect of that Balance.

(v) Reduction of City's Total Balance Due. The Parties agree that payments remitted by the City to the County in respect of the City's Total Balance Due shall operate to reduce that Balance as follows:

(A) Any payment remitted from the Effective Date to and including November 30, 2016 shall operate to reduce that Balance by a factor of 1.05. *For example*, a payment of one dollar would reduce the City's Total Balance Due by one dollar and five cents.

(B) Any payment remitted from December 1, 2016 to and including November 30, 2018 shall operate to reduce that Balance by a factor of 1.04.

(C) Any payment remitted from December 1, 2018 to and including November 30, 2020 shall operate to reduce that Balance by a factor of 1.03.

(D) Any payment remitted from December 1, 2020 to and including November 30, 2022 shall operate to reduce that Balance by a factor of 1.02.

(E) Any payment remitted from December 1, 2022 to and including November 30, 2024 shall operate to reduce that Balance by a factor of 1.01.

(F) Any payment remitted on or after December 1, 2024 shall operate to reduce that Balance by a factor of 1.00.

(b) Payment of City's Total Balance Due.

(i) Payment from PILOTs. The Parties intend that the City will create one or more TIF Areas, for which the County agrees to be supportive, and the PILOTs received by the City in respect of those TIF Areas will be applied in the manner set forth in Section 4.4(c). The Parties intend that the City will have remitted payments to the County (or have monies withheld by the County) to reduce the City's Total Balance Due to zero dollars (\$0) prior to the expiration of the Tax Exemptions applicable to the TIF Areas, which is expected to be approximately thirty (30) years following the creation of the TIF Areas.

(ii) Payment from Other Lawfully Available Monies. If the City's Total Balance Due has not been reduced to zero dollars (\$0) prior to the expiration of the Tax Exemptions applicable to the TIF Areas, the City agrees that it will commit to reimburse

such remaining Balance from any lawfully available monies on an annual “subject to appropriation” basis until such remaining Balance is fully paid.

Section 4.4 Tax Increment Financing.

(a) General. The City has determined that it is necessary and appropriate and in the best interests of the City to (i) create one or more TIF Areas, all of which shall directly benefit from the Project, (ii) declare that the Improvement to each parcel is a public purpose and that 100% of that Improvement be declared exempt from taxation (a “*TIF Exemption*”) for a period commencing with the first tax year that begins after the effective date of the TIF Legislation and in which an Improvement due to the construction of a new structure on the parcel first appears on the tax list and duplicate of real and public utility property and ending on the earlier of (A) thirty (30) years after such Tax Exemption commenced or (B) the date on which the City can no longer require PILOTs, all in accordance with the requirements of the TIF Statutes, (iii) provide for property owners to make PILOTs with respect to the parcels and (iv) make the payments described in Section 4.4(c).

(b) Creation of TIF Areas. The City agrees that promptly following the Effective Date, the City will begin to take all necessary actions required to pass the initial TIF Legislation, as permitted by all applicable laws and judicial decisions.

(c) Application of TIF Revenues. Pursuant to the TIF Legislation, the City agrees that it will create the TIF Areas within its boundaries from which TIF Revenues shall be collected in the manner pursuant to the TIF Legislation, and shall be used as follows:

(i) *First:* No later than October 15 of each year, the County Auditor will notify the City as to the amount of TIF Revenues which have been collected by the County.

(ii) *Second:* No later than November 15 of each year, the City will notify the County Auditor as to the portion of TIF Revenues which will be required to be remitted to the School District and the Joint Vocational School District, all as provided for in the TIF Legislation and any applicable compensation agreement with the School District.

(iii) *Third:* No later than December 15 of each year, the County will remit to the City the amount required by paragraph *Second*.

(iv) *Fourth:* After the remission of the amounts required by paragraph *Third*, the County shall apply any remaining available TIF Revenues towards the reduction of the then current City's Total Balance Due. The outstanding City's Total Balance Due shall be reduced by the amount of any TIF Revenues applied by the County pursuant to this subsection.

(v) *Fifth:* If after the payments or application of monies required by paragraphs *Third* and *Fourth* there remains any available TIF Revenues, the County shall remit those TIF Revenues to the City at the same time as the distribution of real property taxes for the then current calendar year and such TIF Revenues may then be used by the City to pay the Cost of any other Public Improvements or for any other lawful purpose.

(d) Pledge of TIF Revenues. To the extent permitted by law and subject to the priority of payments as set forth in Section 4.4(c), and to secure the payment of the City's Total Balance Due, the City hereby pledges and assigns to the County all of its respective right, title and interest to the TIF Revenues and grants the County a security interest therein. Such assignment shall terminate upon the City's satisfactory payment to the County of an aggregate amount equal to the City's Total Balance Due.

(e) Inclusion of Annexed Property in TIF Areas. The Parties acknowledge that certain real property (such real property being the approximate 796.29 acres which area is bounded to the north by the current southern corporate boundary of the City, to the east by the railroad tracks, to the south by Bunty Station Road and to the west by U.S. Route 42) located proximately to the Project will benefit from the Project even though that real property is not currently located within the City's corporate boundaries. In the event that such real property is annexed into the City, the City agrees to act in good faith to present TIF Legislation to the City Council for consideration and passage which TIF Legislation would include that real property within the TIF Area.

Section 4.5 Annexation and Development of Additional Area. The Parties acknowledge that certain additional real property located proximately to the Project (such real property being generally located west of U.S. Route 42) may be annexed into the City and subsequently developed. The Parties further acknowledge that additional public improvements (including the westerly extension of Sawmill Parkway from its proposed western termini) will be required to facilitate that development and that the City will likely need to create one or more separate tax increment financing areas in that proposed area to pay the costs of those public improvements. Finally, the Parties acknowledge that a company proposing to develop a site proximately located to the Project will consider a variety of factors prior to selecting a site, and while the City and the County will work diligently to attract development to the area surrounding the Project, the City and the County each agree that it will not propose one development site over another solely for the reason of reducing the amount of PILOTs which may be generated by a particular development.

(END OF ARTICLE IV)

ARTICLE V

CONSTRUCTION OF THE PROJECT

Section 5.1 Cooperative Agreement Among Parties. The Parties agree that the County will be responsible for the partial financing, acquisition, construction, improvement, development and operation of the Project, all in accordance with this Agreement.

Section 5.2 County's Scope of Authority.

(a) Subject to the terms of this Agreement, the County agrees to take all action reasonably necessary or desirable to cause the acquisition, construction, installation, equipping and improvement - in a good and workmanlike manner - of the Project, pursuant to and in accordance with the Plans and Specification including, as limited herein:

(i) All design and supervisory functions relating to the acquisition, construction, installation, equipping, and improvement of the Project and performance of all engineering work related thereto,

(ii) Negotiation and performance of the obligations under all contracts and arrangements for acquisition, construction, installation, equipping, and improvement of the Project on such terms and conditions as are customary and reasonable in light of local, state and national standards and practices,

(iii) Negotiation and performance of the obligations under all contracts and arrangements to procure all materials and equipment necessary for the acquisition, construction, installation, equipping, and improvement of the Project,

(iv) Obtaining all necessary permits, licenses, consents, approvals, entitlements, and other authorizations required under applicable laws (including without limitation Environmental Laws), from each respective governmental authority, or

authority having jurisdiction, in connection with the acquisition, construction, installation, equipping and improvement of the Project in accordance with the Plans and Specification, and all of the foregoing required for the use and operation of the Project,

(v) Maintaining all books and records with respect to the acquisition, construction, installation, equipping, and improvement of the Project and its operation and management, and

(vi) Performance of all other acts necessary and reasonably inferable in connection with the acquisition, construction installation, equipping, and improvement of the Project in accordance with the Plans and Specifications.

(b) Subject to the terms and conditions of this Agreement, during the Construction Period, the County shall have sole management and control over, and responsibility for, the Project site and acquisition, construction, installation, equipping, and improvement of the Project; the testing, means, methods, sequences, and procedures with respect thereto; and the security of the Project.

(c) The County expressly acknowledges and agrees that the County shall require that all wages paid to laborers and mechanics employed in connection with the installation of the Project shall be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work called for by the Project. The Prevailing Wages shall be determined and implemented in accordance with the requirements of Chapter 4115 of the Ohio Revised Code; or, by the Federal Davis Bacon Act and related acts-whichever is applicable based on upon the financing for the project.

In furtherance thereof, the County shall be responsible for (i) obtaining from the proper agency its determination of the prevailing rates of wages to be paid for all classes of work called

for by the Project, (ii) obtaining the designation of a Prevailing Wage Coordinator (or the equivalent thereof under Federal Davis Bacon Act or related acts) for the Project and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required.

At such time as the City may request, the County shall be required to provide the City with evidence as required under said Chapter 4115, or the Davis Bacon Act, that there has been compliance with the foregoing requirements. The County agrees that it shall require that representatives of the City be permitted to have access to each contractor's personnel and all documents pertaining to the Project and that such representatives shall have access to the Project, in each case to the extent as may be necessary to monitor and review compliance with this subsection, but that the City shall not be liable for any failure to comply with this subsection. The County shall cooperate fully with representatives of the City in carrying out such tasks.

(d) The County shall obtain and pay for any and all permits and bonds required to be obtained before commencement of the Project and for all other permits, governmental fees, sales taxes and use taxes, if any, licenses and inspections necessary for the proper execution and completion of the Project in the form and at the time required. The cost of any and all permits and bonds shall be included in the Costs of the Project. A Notice of Commencement in proper form as provided in the Ohio Revised Code shall be prepared by the County before the commencement of the Project.

Section 5.3 Delegation of Duties. The County may execute any of its duties under this Agreement by or through owner's representatives, design professionals, construction managers (at risk and/or advisor) contractors, employees or attorneys-in-fact; *provided, however*, that, no such delegation shall limit or reduce in any way the County's duties and obligations

under this Agreement. It is understood that if the County utilizes the construction manager at risk delivery method, any reference to contractor shall mean the construction manager at risk.

Section 5.4 City Authorized Representative. The City shall designate a representative to attend to the Project on behalf of the City and who will attend Project meetings, including but not limited to design, procurement, pre-construction, coordination, progress and such other meetings as designated by the County. The City, at its sole discretion, will identify such representative and reserves the right to modify that selection or send a replacement representative at its discretion.

Section 5.5 Approved Contract Documents. The Contract Documents and Cost Budget are currently being developed. The Contract Documents will be developed and completed by the County prior to the commencement of construction. Once the Contract Documents are completed, the County will submit those to the City and the City shall within ten days approve, reject, or conditionally approve the Contract Documents. The City and the County will use their best efforts to collaborate and resolve any issues with the Contract Documents so that a final approval of both parties shall occur not less than 30 days after the original submission to the City (the "*Approved Contract Documents*"). If the City takes no action upon the Contract Documents within 45 days from the original submission to the City, then such failure to act shall be deemed as the City's approval of the Contract Documents. Upon the City's approval of the Approved Contract Documents, no further material changes shall be made except in accordance with Section 5.10 hereof. As the As-Built plans are developed and completed during construction, the County will make those available to the City for review upon the request of the City.

Section 5.6 Performance and Payment for Costs of the Project.

(a) The County shall undertake and be obligated to complete the acquisition, construction, installation, equipping, and improvement of the Project as appropriate, in accordance with the provisions of this Agreement and the Approved Contract Documents and, subject to the provisions here, shall, using funds initially provided by the County, pay all amounts required to acquire, construct, install, equip, and improve the Project in accordance with the Approved Contract Documents and the Cost Budget.

(b) In addition to the requirements of the Approved Contract Documents, the City and the County agree that:

(i) The County will construct the Project in accordance with the alignment generally depicted on **EXHIBIT A**.

(ii) The County will include as part of the Project the construction of the Jegs Boulevard intersection pavement to the right-of-way on both sides of the Project.

(iii) Future changes to the intersection of Jegs Boulevard and the Project and signalization and extension of Jegs Boulevard on either side of the Project will be the responsibility of the City.

(iv) Additional intersections with the Project (within the City) will be permitted by the County as shown on **EXHIBIT A**. All costs associated with the construction of future intersections, not specifically included or constructed as part of the Project, will be the responsibility of the City.

(c) It is understood that the County will utilize one or more of the construction project delivery methods that are available to the County under State law such as design-build, construction manager at risk, general contracting and/or multiple prime contractors, and it is

understood that factors beyond the control of the County may prevent the award of contracts within the anticipated timeline to allow for completion of the Project and such occurrence shall be addressed as set forth in Section 5.10 of this Agreement.

(d) Additionally, if the bids or negotiated contract sums for the Project shall cause the Project Costs to exceed the budgeted amount for the Project, then the County and the City shall, at their option (i) approve in writing their decision to proceed with the Project *provided* that proceeding with the Project will not violate the applicable provisions of Ohio Revised Code Section 153.12, (ii) authorize re-bidding or re-negotiation for some or all parts of the Project within a reasonable time, (iii) abandon the Project in whole or in part and terminate this Agreement, or (iv) revise the scope of the Project to reduce the actual Cost of construction. In the event that the Parties do not exercise options (i), (ii) or (iv) within a reasonable timeline, not to exceed ninety (90) days following the opening of Bids, or are unable through options (i), (ii) or (iv) to solve the issue within a reasonable time, then the Parties shall be deemed to have exercised option (iii).

Section 5.7 Project Commencement and Completion. The Parties agree that the Project may be constructed in one or more phases, as such phases are identified on **EXHIBITS A** and **B**. The Parties further agree that subject to the satisfaction of the contingencies set forth in Section 2.4, the estimated schedule for construction of the Project shall be as identified in **EXHIBIT D**. The County shall commence construction of Phase F of the Project as soon as is reasonably practicable.

Section 5.8 Cost Overruns. A Cost Budget has been established for the Project. If an event occurs of whatever nature including but not limited to a claim from a contractor or design

or management professional where the County discovers that such an event may cause the Cost of construction to exceed the Cost Budget for the Project, the following rules shall apply:

(a) Make a good faith effort to stop work or otherwise arrest the activity that will lead to increased Cost, unless otherwise approved in writing by the Parties; or, if in the County's reasonable opinion doing so would be commercially unreasonable and would adversely impact the Project including the schedule for completing the Project.

(b) As soon as possible following the discovery of the issue or receipt of the contractor claim, notify the City of the same;

(c) As soon as practicable, advise the City as to the estimated Cost increase and recommendations for ameliorating or eliminating the potential Cost increase;

(d) Within fourteen (14) days following the County's recommendations, the City and the County shall meet for the purpose of agreeing upon a course of action to be taken to resolve the increased Cost. If no meeting is held or if no agreement can be reached within said fourteen (14) day period, then the County will proceed as provided herein.

(e) The County, within its reasonable discretion, may elect to resolve contractor claims or to otherwise resolve those events as explained and required by Section 5.10 of this Agreement.

Section 5.9 Reports. No later than the 20th day of each month after the issuance of the first Notice to Commence Construction for the Project and prior to the Project Completion Date, the County shall provide a written report to the City setting forth in reasonable detail:

(a) All expenditures made or incurred on account of Costs for the acquisition, construction and improvement of the Project during the previous month;

(b) The total Costs of the acquisition, construction and improvement of the Project as of the last day of the previous month; and

(c) A construction status report, to include a written description of all material changes to the Project agreed to by the City and the County.

Additionally, the County shall provide to the City such additional reports and information as the City may reasonably request from time to time relating to the transactions contemplated hereby. The County shall also provide a report to the City addressing the aggregate total of all Costs and costs of the acquisition, construction and improvement of the Project incurred through the Project Completion Date within one hundred eighty (180) days after the Project Completion Date.

Section 5.10 Recovery Against Contractors, Design Professionals, Construction Managers and Others Before the Project Completion Date. Prior to the Project Completion Date, the County shall negotiate, accept and prosecute any claim for damages, compensation, or other recoveries due from any contractors, subcontractors, design professionals, construction managers, or others based on any theories of recovery. Any recovery shall reduce the total Cost of the Project.

Section 5.11 Limits on Change in Approved Contract Documents or Cost Budget.

(a) This subsection (a) covers changes to Plans and Specification including but not limited to Change Orders, Change Directives, Field Work Orders or any other form of Contract Modification, including any form of settlement. No subsequent amendment to, or change in, any one or more of the Approved Contract Documents or to the work required under those documents shall be made by the County without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed; *provided, however*, that no

such prior written consent is required for any change or amendment that: (i) together with all changes for the entire project, whenever submitted, does not increase the cost by more than ten percent (10%), (ii) will not materially reduce the value of the Project or (iii) will not materially alter the character or use of the Project.

(b) The County may change the schedule for the completion of the Project upon notification to the City; *provided, however*, no such change may be made without the City's prior written consent, which consent will not be unreasonably withheld.

Section 5.12 Warranties/Guarantees. The County shall require its contractors to construct the Project in accordance with the current edition of the Ohio Department of Transportation Construction and Material Specifications (“CMS”), specifically including, but not limited to, the Warranty and Guarantee provisions of the CMS.

(END OF ARTICLE V)

ARTICLE VI

CONSTRUCTION OBLIGATIONS AND COVENANTS

Section 6.1 Covenants of the County. During the Construction Period (and, where indicated, thereafter), the County shall:

(a) cause the acquisition, construction, installation, equipping, and improvement of the Project within the boundaries of the Project site and cause such acquisition, construction, installation, equipping, and improvement to be prosecuted in a good and workmanlike manner, and in accordance with (i) the Approved Contract Documents, (ii) the schedule for acquisition, construction, installation, equipping, and improvement of the Project, (iii) prevalent industry practices, and (iv) all applicable laws,

(b) use its reasonable efforts to cause acquisition, construction, installation, equipping, and improvement of the Project on or prior to the Project Completion Date,

(c) use its reasonable efforts to cause all material outstanding punch list items with respect to the acquisition, construction, installation, equipping, and improvement of the Project to be completed on or prior to the Project Completion Date,

(d) (i) file all necessary documents under the applicable real property law and the Uniform Commercial Code in order to perfect and maintain the perfection of such title and all other interests in the Project in favor of the County, (ii) pay, or cause to be paid, all assessments, charges, and taxes, if any, payable in connection with the acquisition, construction, installation, equipping, and improvement of the Project to be paid as and when due, whether claim shall be made for payment thereof during or after the Construction Period, subject to the right of the County to contest, in good faith, any such assessment charge or tax so long as, by nonpayment of any such items, the Project shall not be subject to imminent loss or forfeiture, (iii) properly

respond to claims against project funds made under Ohio Revised Code Sections 1311.25 through 1311.37, (iv) on a monthly basis, deliver to the City a progress report as required by Section 5.9 hereof regarding the acquisition, construction, installation, equipping, and improvement of the Project and adequacy of funding for the Project in relationship to the then current Cost Budget;

(e) cause title to the Project to be and remain, during the Construction Period and on the Project Completion Date, free from and clear of all liens, claims, and encumbrances, except for (i) those created by or arising under the Contract Documents, (ii) claims for materials supplied or labor or services performed in connection with the acquisition, construction, installation, equipping, and improvement of the Project that are properly filed under Ohio Revised Code Sections 1311.25 through 1311.37, and (iii) any other liens or exceptions that are approved in writing by the City or that the City causes to be created;

(f) make available for inspection at the County's office, during normal business hours, by a duly authorized representative of the City any of the County's books and records insofar as they relate solely to the Project at such times as reasonably requested by the City when requested to do so;

(g) allow the City and its respective agents, at all times during normal business hours, the right of entry and free access to the Project to review all work done, labor performed, and materials furnished in and about the Project, it being the Parties' mutual acknowledgement and agreement, however, that the contractor for the Project is subject solely to the County's inspection, supervision and direction;

(h) during the Construction Period, obtain, or cause each contractor to obtain and maintain appropriate insurance coverage including a Builder's Risk policy. All insurance

policies shall name the County as a named insured and the City as an additional insured. Prior to the Project commencement, the County shall deliver to the City copies of all such insurance policies, together with endorsements and original certificates therefor. Copies of all renewal policies (including endorsements) and original certificates therefor shall be deposited with the City as evidence of such insurance. All policies shall contain provisions for thirty days' written notice to the City prior to expiration or cancellation. Each insurer under any policies shall be required to waive any defenses the insurer may have to payment as a consequence of acts or omissions of any party;

(i) in the event of any damage to or destruction of the Project, or any part thereof, during the Construction Period that is not the fault of the County, to the extent that insurance proceeds are not sufficient to cover the full cost of any repair, rebuilding or restoration due to deductible and co-insurance amounts under insurance policies maintained by the County, the County shall provide funding to pay the cost of repair, rebuilding or restoration, which payments shall be added to the Cost of the Project;

(j) notify the City in writing within three days of the occurrence of any default or Event of Default hereunder as to which the County has knowledge;

(k) not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry in violation of applicable laws, and ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status, or ancestry as required by Applicable Law, and incorporate the requirements of this paragraph in all of the respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw

materials), and require all contractors for any part of the work involved in the provision of the Project to incorporate such requirements in all subcontracts for such work;

(l) obtain on a timely basis all utility connections and permits when needed as required by the Plans and Specifications; and

(m) before the execution of contracts with the Project contractors, obtain, and maintain such bonds in the form required by Chapter 153 of the Ohio Revised Code and/or Ohio Administrative Code 153:1-4.

Section 6.2 Construction Force Majeure Event. The County shall give the City prompt written notice of the occurrence of any Construction Force Majeure Event with respect to the Project that has caused, or is reasonably likely to cause, a Material Delay. Upon the occurrence of a Construction Force Majeure Event, the County shall use its good faith efforts to complete the acquisition, construction, installation, equipping, and improvement of the Project, or cause the acquisition, construction, installation, equipping, and improvement of the Project to be completed, by the Project Completion Date and within the Cost Budget.

Following an occurrence that constitutes a Construction Force Majeure Event, the County shall prepare, as promptly as practicable, a written estimate of any resulting or reasonably expected Material Delay, and shall deliver such estimate to the City. If a Construction Force Majeure Event should cause a Material Delay, the Project Completion Date shall be extended for such additional period of time as may be reasonably necessary to cure such Construction Force Majeure Event and to permit expeditious completion of the acquisition, construction, installation, equipping, and improvement of the Project, but any extension that is more than either thirty days or ten percent from the Project Completion Date, whichever is greater, shall require the prior written consent of the City, which consent will not be unreasonably withheld. If the extent of

any Material Delay will not prevent completion of acquisition, construction, installation, equipping, and improvement of the Project on or prior to the Project Completion Date (as extended) the County shall proceed to cause the acquisition, construction, installation, equipping, and improvement of the Project to be completed and the completion conditions to be satisfied as expeditiously as possible in a commercially reasonable manner under the circumstances pursuant to this Agreement.

Section 6.3 Project Completion; Final Disbursement. The Project shall be deemed completed when the County and the City shall have jointly prepared and signed the “*Final Completion Certificate*” which certificate shall state:

(a) the total Costs of acquiring right-of-way for, constructing and otherwise improving the Project,

(b) the City’s Total Share of Project Costs in accordance with Section 4.3(a)(i), and

(c) the following:

(i) the date of final completion of the right-of-way acquisition, construction, installation, equipping, and improvement of such Project, including all punch-list items (the “*Project Completion Date*”); and

(ii) that the right-of-way acquisition, construction, installation, equipping, and improvement of such Project has been completed in accordance with the Plans and Specifications, and that all costs then due and payable in connection therewith have been paid, and all obligations, costs, and expenses in connection with such Project have been paid or discharged.

The Final Completion Certificate shall also specify (a) which costs and expenses, if any, are not yet due, or are being contested, and (b) what amounts should be retained for any other

reasons. Notwithstanding the foregoing, the Final Completion Certificate shall state that it is given without prejudice to any rights against third parties that then exist or that may come into being subsequently. The County and the City shall also jointly prepare and sign a Final Cost Certification within one hundred eighty (180) days after the Project Completion Date.

Section 6.4 Certain Representations of the County. The County, to the best of its knowledge and belief, represents to the City as follows:

(a) No Defaults. No Default or Event of Default by the County has occurred and is continuing under this Agreement or any other agreement or document contemplated thereunder to which it is a party.

(b) Insurance. All insurance required by this Agreement to be obtained by the County is in effect or will be in effect and all premiums now due and payable in respect of such insurance have been paid or will be paid prior to commencement of construction of the Project.

(c) Contract Documents and Other Agreements. True and complete copies of the Plans and Specifications, the Construction Contracts, and all other agreements relating to the Project shall be delivered to the City when complete, and there shall be no alterations, modifications, amendments or changes of any nature whatsoever to any one or more of the foregoing except as expressly permitted hereunder. True and complete copies of all such alterations, modifications, and amendments shall be furnished to the City.

(d) Cost Budget. The “*Cost Budget*” as of the date hereof sets forth and presents a full and complete representation by the County of all costs, expenses, and fees which the County expects to pay to complete the Project on or before the Project Completion Date, including but not limited to all payments to design professionals, other consultants, construction managers, contractors, and any other hard and soft costs.

Section 6.5 Construction Event of Loss or Casualty. The County shall give the City written notice of the occurrence of any casualty during the Construction Period promptly following the occurrence thereof. As promptly as practicable, the County shall prepare an estimate of the cost of restoring, rebuilding, and repairing the related damage and shall deliver such estimate to the City.

If a casualty shall occur with respect to the Project during the Construction Period, the net proceeds of the resulting insurance award shall be paid over to the County and disbursed by the County to pay the Costs of acquiring, constructing and otherwise improving the Project and the County will exercise good faith efforts to cause the acquisition, construction, installation, equipping, and improvement of the Project to be completed prior to the Project Completion Date.

Section 6.6 Hazardous Materials.

(a) If, in the course of the construction of the Project the County discovers Hazardous Materials or underground storage tanks that are not included in the Project pursuant to the Plans and Specifications, and which are not maintained in accordance with all applicable Environmental Laws, the County shall notify the City promptly and if commercially reasonable under the circumstances, shall stop and cause all contractors and subcontractors to stop the Project. All Hazardous Materials that may be discovered shall be maintained, removed, transported, and disposed of by qualified contractors in accordance with all applicable state and federal Environmental Laws.

(b) The County shall not knowingly permit a violation of any Environmental Laws to exist with respect to the Project site. The County shall not use or knowingly permit to be used all or any portion of the Project site for the storage, treatment, use, or disposal of any substance for which a license or permit is required by state, federal, or local Environmental Laws and for

which no such license or permit has been obtained. Without limitation express or implied, the County shall take all such actions as may be required to avoid or discharge the imposition of any lien on the Project site under any Environmental Law.

Section 6.7 Ownership and Maintenance. The Parties agree that the Project will be owned and maintained as follows:

(a) As used in this Section, operation and maintenance responsibilities include, but are not limited to, snow and ice removal, mowing, permit approval, pavement maintenance, and any improvement, reconstruction, or repair activity as set forth in Section 5555.02 of the Ohio Revised Code.

(b) The City shall own, operate and maintain the U.S. Route 42 intersection within the U.S. Route 42 right-of-way and the portion of the Project and frontage roads constructed north of U.S. Route 42.

(c) The County will own, operate and maintain the Project south of the U.S. Route 42 southern right-of-way line until such time that at least fifty percent (50%) of the currently existing parcels with frontage along Sawmill Parkway between U.S. Route 42 and Jegs Boulevard have developed to any use other than uses permitted in the City of Delaware A-1 General Agricultural District as it is written upon execution, at which time the City will assume the ownership, operation and maintenance responsibilities for the remaining portions of the Project located within the City. Ownership, operation and maintenance of any portion of the Project that is subsequently annexed into the City subsequent to the Effective Date, shall be assumed by the City immediately upon the effective date of that annexation.

(d) The County will be responsible for all operation and maintenance of any portions of the Project located outside the City's corporate boundaries.

(e) If either Party determines that ownership of the Project is not consistent with this Section, both Parties agree to work cooperatively to transfer ownership in accordance with this Section.

(f) The City and the County mutually acknowledge and agree that the County acquired right-of-way with limitation of access for the portion of the Project from Hyatts Road to approximately 1400 feet north of Bunty Station Road, which required increased acquisition costs to secure the necessary rights to construct a through highway that will meet planned transportation needs. The City and the County further mutually acknowledge and agree and that they desire to preserve, in perpetuity, the limitation of access to the Project as acquired and designed by the County in order to continue to meet planned transportation needs. Therefore, notwithstanding any provision of this Agreement to the contrary, and without regard to ownership or annexation, the City shall not permit, undertake, or otherwise allow any curb cut or similar improvement to portions of the road annexed into the City after the effective date of this agreement that would alter the limited access nature of the Project without the prior express written consent of the Delaware County Board of County Commissioners

(END OF ARTICLE VI)

ARTICLE VII

EVENTS OF DEFAULT

Section 7.1 Events of Default. Any of the following shall be an event of default under this Agreement:

(a) Either the City or the County fails to apply any funds in a manner consistent with the requirements of this Agreement to the payment of the Costs of acquiring, constructing and otherwise improving the Project;

(b) The County fails to commence or complete the acquisition, construction, installation, equipping, and improvement of the Project on or before each of the estimated commencement dates and estimated completion dates; or

(c) Either the City or the County shall breach in any material respect any of its agreements, representations or warranties under this Agreement or any other Operative Document to which it is a party or shall fail to observe or perform any material term, covenant, or condition of this Agreement or any other Operative Document to which it is a party (other than as described in subsections (a) or (b) of this Section 7.1); then, in any such event, the non-defaulting party may exercise its rights and remedies provided for in this Agreement; provided such failure or breach shall not constitute an Event of Default so long as the defaulting party notifies the other within 29 days from receiving notice of the default of its intention to cure such failure or breach within an additional 30 days; *provided, however*, that if such failure is other than payment of money and is of such a nature that it cannot be corrected within such 30 day period, such failure or default shall not constitute an event of default if the defaulting party institutes curative action within such 30 day period, diligently pursues such action to completion

and cures such failure within a reasonable period, not to exceed one year, after such 30-day period.

Section 7.2 Dispute Resolution and Remedies.

(a) Endeavor to Resolve. If a dispute arises out of or relates to this Agreement, or its alleged breach, the Parties to this Agreement agree to first endeavor to settle the dispute in an amicable manner before having recourse to a judicial forum.

(b) Non-Binding Mediation. In addition, the City and the County may, by written agreement, submit any disputes to non-binding mediation upon such terms as shall be mutually agreeable. This Article shall not prevent either Party from bringing a third party claim in pending litigation for indemnity and/or contribution.

(c) Remedies. The non-defaulting Party shall have the right to pursue any and all remedies now or hereafter existing at law or in equity (including an action in mandamus) to enforce the performance and observance of the defaulting Party's respective obligations under this Agreement

Section 7.3 No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(END OF ARTICLE VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

Section 8.2 Binding Effect. The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

Section 8.3 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 8.4 Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

Section 8.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 8.6 Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 8.7 **Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the County other than in his or her official capacity, and neither the members of the legislative bodies of the City or the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the County contained in this Agreement

Section 8.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the County, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

Section 8.9 **Limit on Liability.** Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City or the County be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

Section 8.10 **Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage

prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused.

Section 8.11 Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 8.12 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

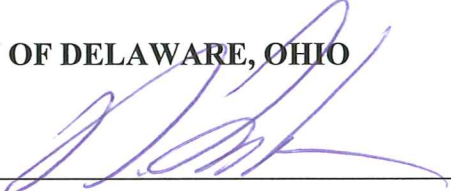
Section 8.13 Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

Section 8.14 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(END OF ARTICLE VIII)

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the Parties by their duly authorized officers, all as of the date hereinbefore written.

CITY OF DELAWARE, OHIO

By: 

Printed: R. Thomas Homan

Title: City Manager

Approved as to Form and Correctness:

By: 

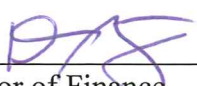
Printed: Darren Shulman

Title: City Attorney

FISCAL OFFICER'S CERTIFICATE

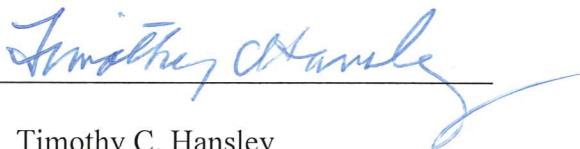
The undersigned, Director of Finance of the City of Delaware, Ohio under the foregoing Agreement, certifies hereby that the City has no financial obligations during the year 2014 under the foregoing Agreement. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: Jan 23, 201415


Director of Finance
City of Delaware, Ohio

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the Parties by their duly authorized officers, all as of the date hereinbefore written.

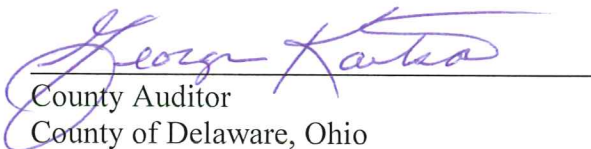
COUNTY OF DELAWARE, OHIO

By: 
 Printed: Timothy C. Hansley
 Title: County Administrator

FISCAL OFFICER'S CERTIFICATE

The undersigned, County Auditor of the County of Delaware, Ohio under the foregoing Agreement, hereby certifies that subject to the contingencies set forth herein, the County shall issue County Securities for the purpose of paying a portion of the Costs of the Project. The undersigned further certifies that upon the adoption of an appropriation for any obligation of the County set forth in this Agreement and the submission of an encumbrance and the availability of funds, the undersigned will certify that the funds required to meet such obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County Treasury or in process of collection and free from any other encumbrance. The undersigned further certifies that he has confirmed with the Auditor of the State of Ohio that the City has no outstanding findings for recovery issued against it by the State of Ohio. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: November 26, 2014


 County Auditor
 County of Delaware, Ohio

Certified Search for Unresolved Findings for Recovery



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: CITY OF DELAWARE

Date: 11/26/2014

This search produced the following list of possible matches:

0 Possible matches were found

| Name/Organization | Address |
|-------------------|---------|
|-------------------|---------|

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The

Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

EXHIBIT A

Depiction of Project

See attached.



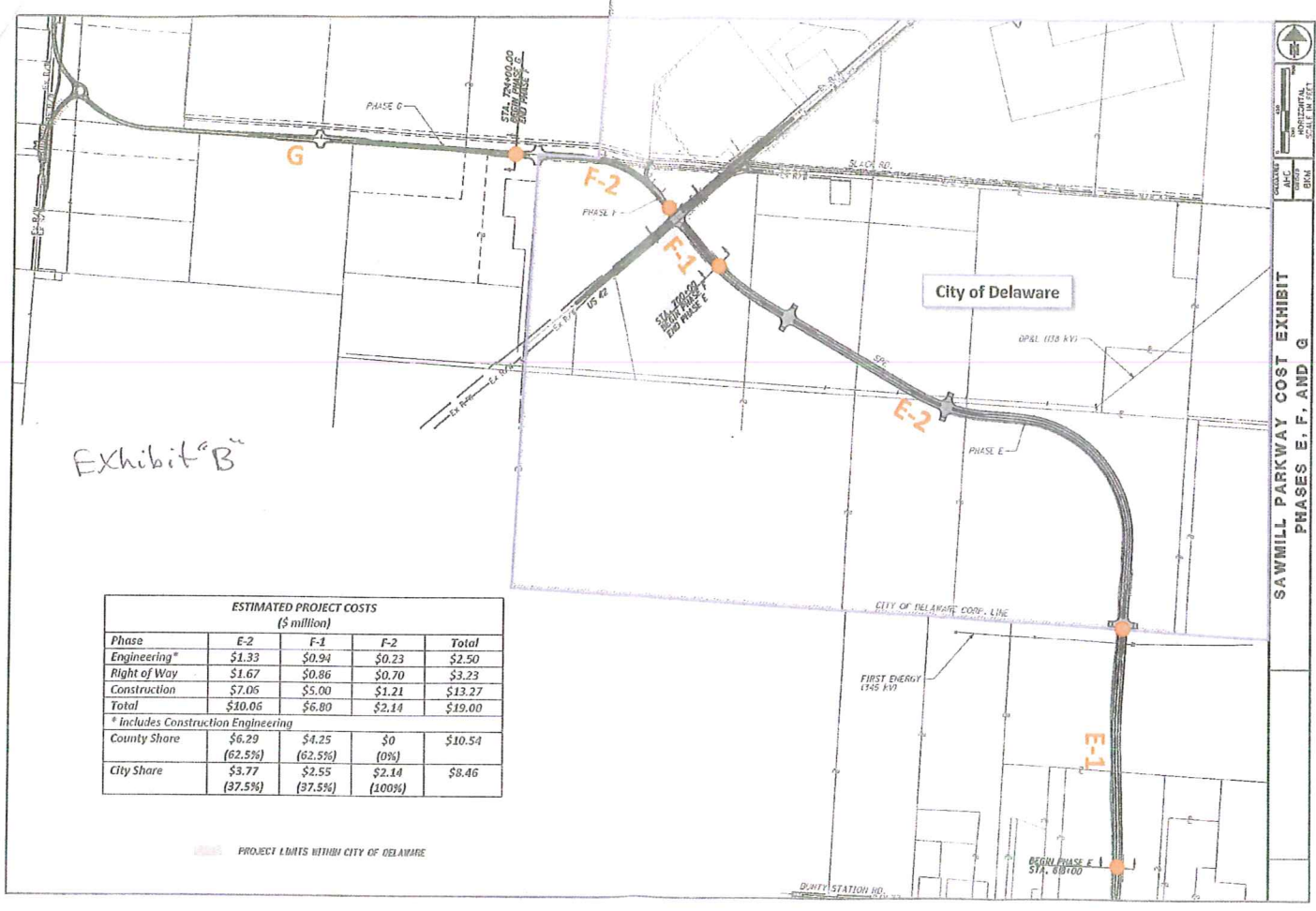
**SAWMILL PARKWAY
EXTENSION
CONSTRUCTION PHASES**
MAY 2014

EXHIBIT B

**Depiction of Portion of Project
Relating to City's Share of Project Costs**

See attached.

Exhibit "B"



| ESTIMATED PROJECT COSTS (\$ million) | | | | |
|---|-------------------|-------------------|------------------|----------------|
| Phase | E-2 | F-1 | F-2 | Total |
| Engineering* | \$1.33 | \$0.94 | \$0.23 | \$2.50 |
| Right of Way | \$1.67 | \$0.86 | \$0.70 | \$3.23 |
| Construction | \$7.06 | \$5.00 | \$1.21 | \$13.27 |
| Total | \$10.06 | \$6.80 | \$2.14 | \$19.00 |
| * Includes Construction Engineering | | | | |
| County Share | \$6.29 (62.5%) | \$4.25 (62.5%) | \$0 (0%) | \$10.54 |
| City Share | \$3.77 (37.5%) | \$2.55 (37.5%) | \$2.14 (100%) | \$8.46 |

PROJECT LIMITS WITHIN CITY OF DELAWARE

COUNTY: DE
 INC: INC
 APPLICANT: BIRK
 SHEET NO: 168
 SAWMILL PARKWAY COST EXHIBIT
 PHASES E, F, AND G

EXHIBIT C

Depiction of TIF Area

See attached.

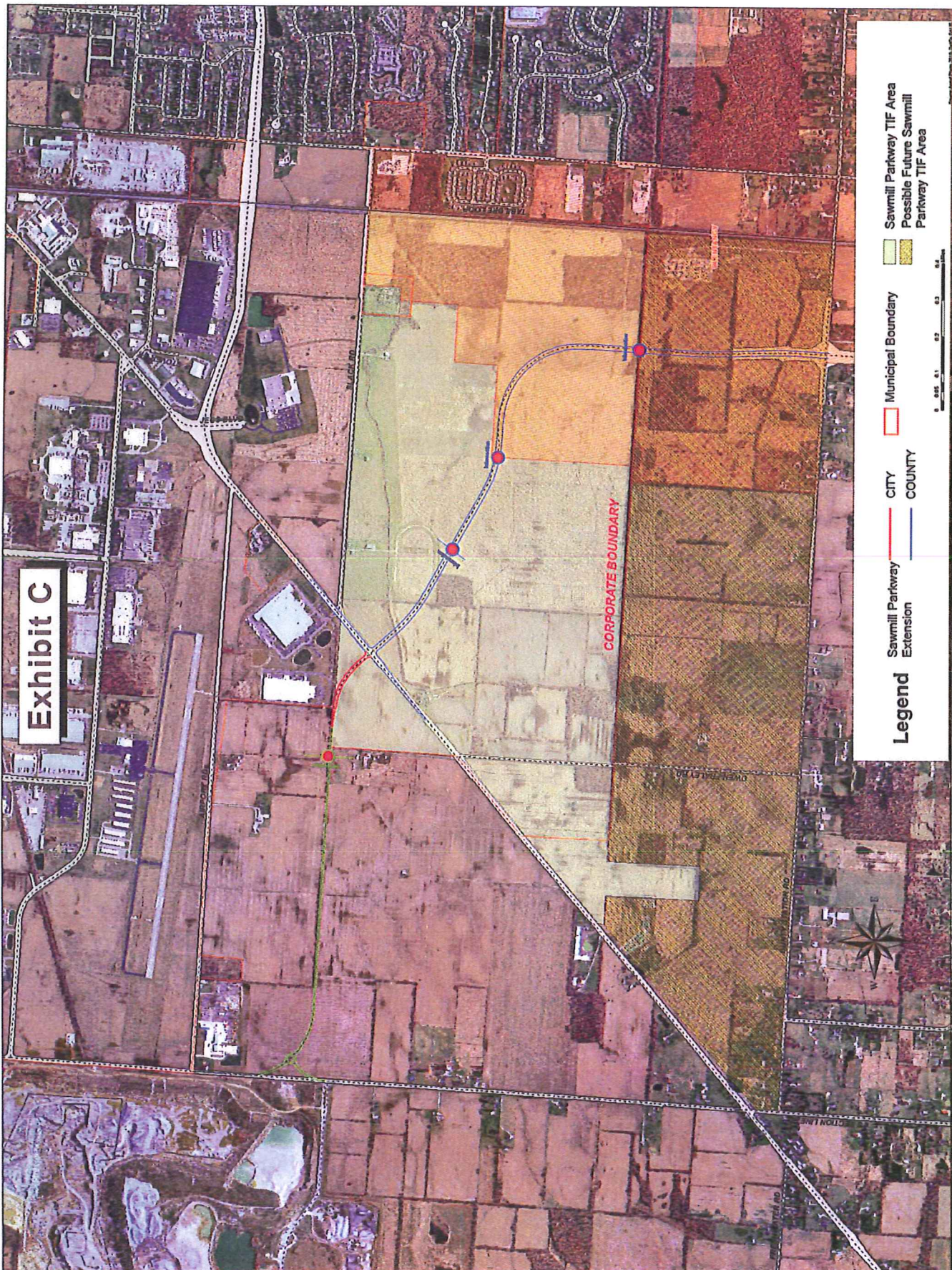


EXHIBIT D

Estimated Schedule for Construction of the Project

See attached.

Exhibit "D"
Sawmill Parkway
Estimated Project Schedule
May 15, 2014

| | |
|--|--------------------------------|
| Approval of Engineering Contract Modification | June 2, 2014 |
| Approval of Project Agreement by City and County | June 16, 2014 |
| Right of Way Plans complete | Sept. 1, 2014 |
| Right of Way Acquisition complete | Dec. 15, 2014 |
| Final Engineering complete | Dec. 1, 2014 |
| Approve Bid Documents and Advertise | Jan. 12, 2015 |
| Bid Opening | Feb. 10, 2015 |
| Contract Award | Feb. 23, 2015 |
| Construction: | |
| Phase F | April 6, 2015 to Oct. 31, 2015 |
| Phases A to E | April 6, 2015 to Aug. 31, 2016 |
| Projected Phase F Opening Date | Nov. 1, 2015 |
| Projected Phase A to E Opening Date | Sept. 1, 2016 |



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Paul Brake, City Manager Office

ITEM TYPE: Ordinances

AGENDA SECTION: **SECOND READING OF ORDINANCE NO. 26-14**

SUBJECT: Ordinance No. 26-14, an ordinance authorizing the City Manager to sign and enter into an agreement with a supplier as recommended by the city's electric aggregation consultant Energy Alliances, Inc. for the provision of competitive retail electric aggregation services and electric power supply for eligible customers within the City of Delaware and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

[Fact Sheet RE - Electric Aggregation - 03232026 - RSEdits.docx](#)

[Ord. No. 26 - 14 - Authorizing Execution of Agreement with Electric Aggregation Supplier.docx](#)

[Delaware - Electric Aggregation Memo - 202603.pdf](#)



FACT SHEET

AGENDA ITEM NO: 16

DATE: 4/13/2026

ORDINANCE NO: 26-14

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, ICMA-CM, CEcD, City Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AND ENTER INTO AN AGREEMENT WITH A SUPPLIER AS RECOMMENDED BY THE CITY'S ELECTRIC AGGREGATION CONSULTANT ENERGY ALLIANCES, INC. FOR THE PROVISION OF COMPETITIVE RETAIL ELECTRIC AGGREGATION SERVICES AND ELECTRIC POWER SUPPLY FOR ELIGIBLE CUSTOMERS WITHIN THE CITY OF DELAWARE AND DECLARING AN EMERGENCY

BACKGROUND:

Delaware, Ohio voters passed electric aggregation on November 8, 2022, which authorized this Council to form a government aggregation program for the purchase of electricity on behalf of Delaware City residents pursuant to Ohio Revised Code Section 4928.20.

The Electric Aggregation Program has resulted in significant savings for residential and small commercial customers in the city, since its inception. Staff are presenting an ordinance authorizing the City Manager to enter a contract with a supplier for the new price and term. It is recommended that an ordinance be passed to authorize signing a new contract with the supplier for the new price and term. The City has worked with an energy consultant since the establishment of the Aggregation Program who assists the City in seeking proposals from electric suppliers. This is to ensure that the participants in the Aggregation Program receive the best rates for the supply of electricity. Unfortunately, the proposals for the provision of electric services must be accepted in a very short window, and the City's contract with a supplier needs

to be signed by April. For this reason, Staff recommends the legislation be passed with an emergency clause.

In partnership with Energy Alliances on behalf of the City of Delaware, a RFP was released and the responses were evaluated. Energy Alliances and City staff continue to negotiate with multiple suppliers to find the supplier that can provide the greatest overall value to supply the City's aggregation program because of their ability to:

- Provide prices lower than AEP Ohio and Ohio Edison's projected "Price to Compare".
- Offer a program with no termination fee and allow the ability to "Opt-in" at any time during the program's term.
- Ability to handle customers that utilize net-metering.

Energy Alliance recommends a term not to exceed 24-month because there is a lot of uncertainty after June 2027. This will give the City the greatest opportunity to maximize the best possible price as energy rates remain volatile. As stated in the attached memorandum from the City's energy consultant, rates continue to increase. Notably, the focus should not be on actual capacity values, and instead on how the value of capacity continues to increase due to electric generation supply and demand concerns.

REASON WHY LEGISLATION IS NEEDED:

This ordinance authorizes the City Manager to enter into an agreement with a supplier as recommended by Energy Alliances to provide retail electric services to eligible customers in Delaware. By passing this ordinance with an emergency clause, eligible customers will have access to the new aggregated rate in June 2026 (July bill).

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

RECOMMENDATION:

Staff recommends approval of the Ordinance by way of emergency.

ATTACHMENT(S)

Ordinance 26-14

Energy Alliance Aggregation Supplier Recommendation Memo
Master Service Agreement with Dynegy Energy Services

ORDINANCE NO. 26-14

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AND ENTER INTO AN AGREEMENT WITH A SUPPLIER AS RECOMMENDED BY THE CITY'S ELECTRIC AGGREGATION CONSULTANT ENERGY ALLIANCES, INC. FOR THE PROVISION OF COMPETITIVE RETAIL ELECTRIC AGGREGATION SERVICES AND ELECTRIC POWER SUPPLY FOR ELIGIBLE CUSTOMERS WITHIN THE CITY OF DELAWARE AND DECLARING AN EMERGENCY.

WHEREAS, on November 8, 2022 the electors of the City of Delaware, Ohio approved a ballot issue authorizing the City to establish an opt-out electric governmental aggregation program pursuant to Ohio Revised Code § 4928.20; and

WHEREAS, the Public Utilities Commission of Ohio granted the City a certificate to provide governmental aggregation services based on the plan of operation and governance for the implementation of the City's electric aggregation program (the "Governance Plan") adopted by City Council in Resolution No. 23-07; and

WHEREAS, Energy Alliances, the City's electric aggregation consultant, has evaluated the responses to its recent request for proposals and has recommended that the City enter into an agreement for a term not to exceed twenty-four (24) months with a supplier as recommended by Energy Alliances as the Competitive Retail Electric Service Provider for the City's electric aggregation program.

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

SECTION 1. This Council hereby authorizes the City Manager to enter into an electric energy supply agreement ("Agreement") with DESE (the "Provider") at a rate not to exceed \$0.1070/kWh for a term not to exceed twenty-four (24) months. The Agreement shall, at a minimum, include the following terms and conditions:

(a) The Provider shall provide power and related services to customers of the City's electric aggregation program at the rate approved by the City Manager upon consultation with Energy Alliances.

(b) The Provider shall permit customers to leave the program at any time with no termination fee or other charges for leaving the program.

(c) The Provider shall not charge a termination fee for customers leaving the City's electric aggregation program.

(d) The Provider shall allow eligible customers to enter the program at any time at the same rate per kWh and terms as other customers already in the program and to not charge any application fee or other charges for entering the program.

(e) The Provider shall be responsible for providing opt-out notifications to all eligible customers.

(f) The Provider shall be responsible for developing the customer list and ongoing maintenance of the list.

(g) The Provider shall provide a customer call center with a toll-free number staffed by knowledgeable service representatives specifically trained as to the City's electric aggregation program.

(h) The Agreement shall not be transferred or assigned by the Provider without the prior authorization of this City Council.

(i) All actions of the Provider shall be in full compliance with Ohio Revised Code § 4928.20, the regulations of the Public Utilities Commission of Ohio, and the City's Governance Plan.

SECTION 2. The City Manager, Finance Director, and City Attorney Director are each hereby authorized, acting singly or jointly, to take all actions, including the execution of the Agreement and any amendments, notifications and forms required by the State of Ohio, or any other documents, necessary to implement the City's electric aggregation program consistent with this Ordinance, Ohio Revised Code § 4928.20, the regulations of the Public Utilities Commission of Ohio, and the City's Governance Plan.

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

SECTION 4. 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 further to enable the City to secure a commodity at the lowest available cost and maximize taxpayer savings, 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: _____, 2026

YEAS___ NAYS___

ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

MEMORANDUM

TO: Paul Brake, City Manager, City of Delaware, Ohio
 FROM: Rich Surace, COO, Energy Alliances
 DATE: March 5, 2026
 RE: Electric Aggregation Renewal Update

Background

The City’s current electric aggregation program at a rate of 9.28¢ per kWh for AEP customers and 8.99¢ per kWh for Ohio Edison customers expires on the June 2026 bill.

Program Performance since it began in June 2023:

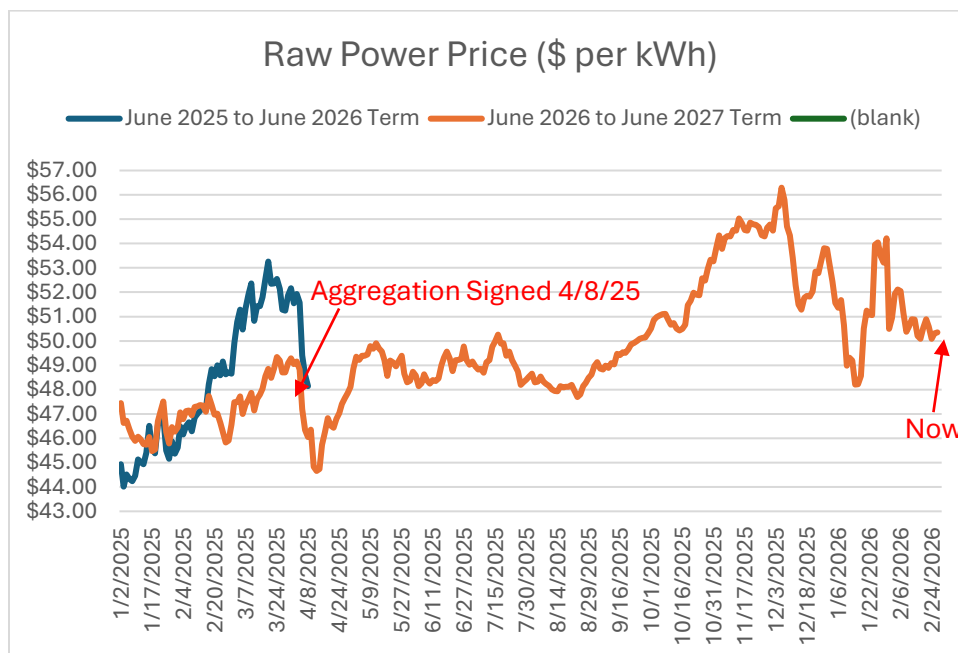
| Utility | Avg. Savings | Percent Savings | Total Community Savings |
|-------------|--------------|-----------------|-------------------------|
| AEP | \$534.15 | 26% | \$ 4,937,390.40 |
| Ohio Edison | \$614.29 | 27% | \$ 279,069.94 |
| | | Total | \$ 5,216,460.34 |

With the current term ending this spring and market conditions becoming increasingly volatile, it is important to evaluate renewal pricing now to ensure residents continue to receive competitive electric rates.

Key Pricing Components

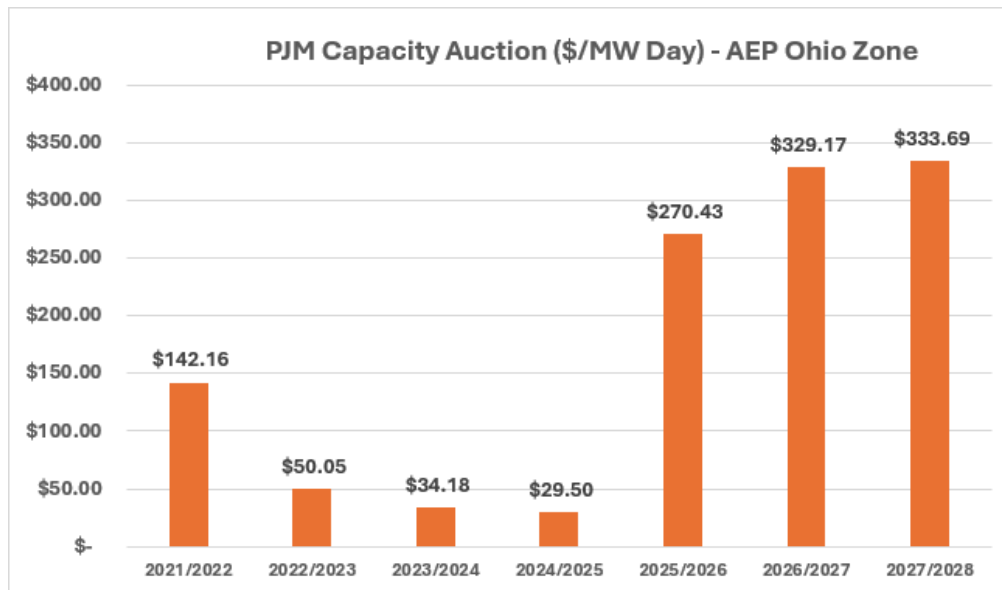
An aggregation rate is driven primarily by two components: Power and Capacity.

Power: This reflects the cost for a supplier to generate electricity or purchase it from the wholesale market and deliver it to end users. Power market prices have risen steadily since the Community executed its expiring contract in early 2025, driven by higher forward energy expectations and tighter supply conditions.



Capacity: Capacity represents the cost shared by all customers to ensure that enough generation resources (power plants) are available to meet demand. Regional capacity prices have increased significantly over successive planning years, signaling growing concern that electricity demand will outpace available generation.

While the exact numbers matter less, the upward trend indicates tightening supply and higher future costs.



AEP Ohio Auction Results

AEP Ohio has completed auctions to set its default generation supply for upcoming years:

- 100% of June 2026–May 2027 load cleared at a wholesale rate of 9.552¢/kWh.
- 49% of June 2027–May 2028 load cleared at a wholesale rate of 9.631¢/kWh.

As a reference, the whole sale rate auction rate ending May 2026 is 9.312¢ per kWh

Based on these results, AEP Ohio’s projected “Price to Compare” (PTC) for the next two years is estimated to reach 10.7¢ per kWh or higher.

Ohio Edison Auction Results

Ohio Edison has completed auctions to set its default generation supply for upcoming years:

- 100% of June 2026–May 2027 load cleared at a wholesale rate of 8.741¢/kWh.
- 37% of June 2027–May 2028 load cleared at a wholesale rate of 8.935¢/kWh.

As a reference, the whole sale rate auction rate ending May 2026 is 8.138¢ per kWh

Based on these results, Ohio Edison’s projected “Price to Compare” (PTC) for the next two years is estimated to reach 10.7¢ per kWh or higher.

RFP Results

Energy Alliances issued an RFP to four suppliers, with three responding. The variance in prices reflects the ongoing volatility in both power and capacity markets. These preliminary prices are still subject to change as we continue negotiations aimed at lowering the final rate.

Drivers of current volatility includes rising capacity costs, strong summer peak forecasts, and elevated supplier hedging costs due to forward market uncertainty.

Results from Top 2 lowest bids.

AEP Ohio Customers

| "Traditional" Rate | | | |
|--------------------|-----------|-----------|-----------|
| End Month | Jun-27 | Sep-27 | Jun-28 |
| Direct | \$ 0.1034 | \$ 0.1033 | \$ 0.1046 |
| Dynergy | \$ 0.1028 | \$ 0.1033 | \$ 0.1034 |

| Rate w/ RECs | | | |
|--------------|-----------|-----------|-----------|
| Supplier | Jun-26 | Sep-27 | Jun-28 |
| Direct | \$ 0.1057 | \$ 0.1057 | \$ 0.1071 |
| Dynergy | \$ 0.1053 | \$ 0.1058 | \$ 0.1060 |

Ohio Edison Customers

| "Traditional" Rate | | | |
|--------------------|-----------|-----------|-----------|
| End Month | Jun-27 | Sep-27 | Jun-28 |
| Direct | \$ 0.1046 | \$ 0.1040 | \$ 0.1053 |
| Dynergy | \$ 0.1028 | \$ 0.1028 | \$ 0.1033 |

| Rate w/ RECs | | | |
|--------------|-----------|-----------|-----------|
| Supplier | Jun-26 | Sep-27 | Jun-28 |
| Direct | \$ 0.1069 | \$ 0.1064 | \$ 0.1078 |
| Dynergy | \$ 0.1053 | \$ 0.1051 | \$ 0.1060 |

Recommendation

Energy Alliances recommend authorizing the City Manager to sign an electric aggregation contract with a price not to exceed 10.7¢ per kWh and a term not to exceed 24 months (May 2028 end date) with a supplier to be determined based on pricing at the time of contract execution.

This ceiling:

- Remains at or below projected AEP Ohio and Ohio Edison default rates when including additional purchase of RECs.
- Provides rate stability during a period of rising wholesale and capacity costs.
- Avoids locking the City into an overly long term at a time when long-range pricing remains uncertain.

Authorizing flexibility up to this limit will allow the City to act quickly and secure the most advantageous rate as markets move.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Jonathan Owen, Public Works

ITEM TYPE: Ordinances

AGENDA SECTION: **CONSIDERATION OF ORDINANCE NO. 26-16**

SUBJECT: Ordinance No. 26-16, an ordinance authorizing the City Manager to grant an easement to the Ohio Power Company across DiGenova Way.

SUGGESTED ACTION:

ATTACHMENTS:

[Fact Sheet Ord 26-16 \(JRO mark-up\).docx](#)

[Ord. No. 26-16 AEP Esmt DiGenova Way \(JRO mark-up\).doc](#)

[1121 South Houk Rd. \(City of Delaware\) Eas - Final Revised 3-16-26.pdf](#)



FACT SHEET

AGENDA ITEM NO: 17

DATE: 4/13/2026

ORDINANCE NO: 26-16

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Carrie F. Fortman, P.E., Project Engineer III

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO GRANT AN EASEMENT TO THE OHIO POWER COMPANY.

BACKGROUND:

The easement is necessary for the Ohio Power Company (AEP Ohio) to extend power and associated support to a mixed-use development (including Donovan Farms sub-division) on the west side of Houk Rd. The proposed location crosses DiGenova Way, which is a city-owned property.

This legislation authorizes the following item:

1. Authorizes the City to grant AEP an easement on the City owned property at DiGenova Way. The 15-FT wide easement is to be located approximately 53' to the east of S Houk Rd right of way and immediately adjacent to an existing AEP Easement (OH106829). The easement will allow power be extended to support the mixed-use development on the west side of Houk Rd.

REASON WHY LEGISLATION IS NEEDED:

City contracts require Council approval.

COMMITTEE RECOMMENDATION:

Not applicable

FISCAL IMPACT(S):

None

POLICY CHANGES:

None

PRESENTER(S):

Jonathan Owen, City Engineer

RECOMMENDATION:

Approval.

ATTACHMENT(S)

- Easement & Right of Way

ORDINANCE NO. 26-16

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO GRANT AN EASEMENT TO THE OHIO POWER COMPANY ACROSS DIGENOVA WAY.

WHEREAS, it is necessary for the Ohio Power Company (“AEP Ohio”) to extend its electric service to support development in this vicinity; and

WHEREAS, the electric service extension is located within City property on a road known as DiGenova Way.

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

SECTION 1. That the City Manager is authorized to execute the attached Easement and Right of Way instrument as proposed or with amendments thereto, which are not inconsistent with this ordinance and not substantially adverse to the City of Delaware, which shall be evidenced exclusively by the City Manager’s execution thereof; and

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: _____, 2026

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



An **AEP** Company

BOUNDLESS ENERGY™

Eas. _____

Easement & Right of Way

THE CITY OF DELAWARE OHIO, an Ohio Municipal Corporation, "Grantor", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the State of Ohio, County of Delaware, City of Delaware, Range 19, Township 4, Quarter 2, lying in part of Farm Lots 11, 12, 15 and 16, United States Military Lands. Being a part of a 45.630 acre tract of land as described in Official Records Volume 829, Page 1430, and being part of a 28.306 acre tract of land as described in Official Records Volume 829, Page 1435. All records of the Delaware County Recorder's Office (Parcel #419-220-01-025-002).

Said lines and facilities shall be constructed within a certain strip of land fifteen (15) feet in width, situated SOUTH from and adjacent to the NORTH property line. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this

Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement. Grantee will bear all costs associated with any relocation or modification of Grantee's facilities within the Easement required by any governmental authority, including any relocation or modification required for the purpose of any public roadway improvements or improvements to Grantor's property.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor signed this Easement on the ____ day of _____, 2026.

THE CITY OF DELAWARE OHIO,
an Ohio Municipal Corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____ }
COUNTY OF _____ }

On this, the ____ day of _____, 2026, before me, the undersigned officer, personally appeared Paul J. Brake, who acknowledged himself to be the **City Manager of City of Delaware, an Ohio municipal corporation** and that he as such, being authorized to do so by Delaware City Council Ordinance No. _____, executed the foregoing instrument for the purpose therein contained by signing, by himself as **City Manager**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name
My Commission Expires _____

Easement prepared by Ohio Power Company JHS

Address: 1121 South Houk Rd., Delaware OH

Dwg. No. 91252297

W003913701

CALL BEFORE YOU DIG !!!

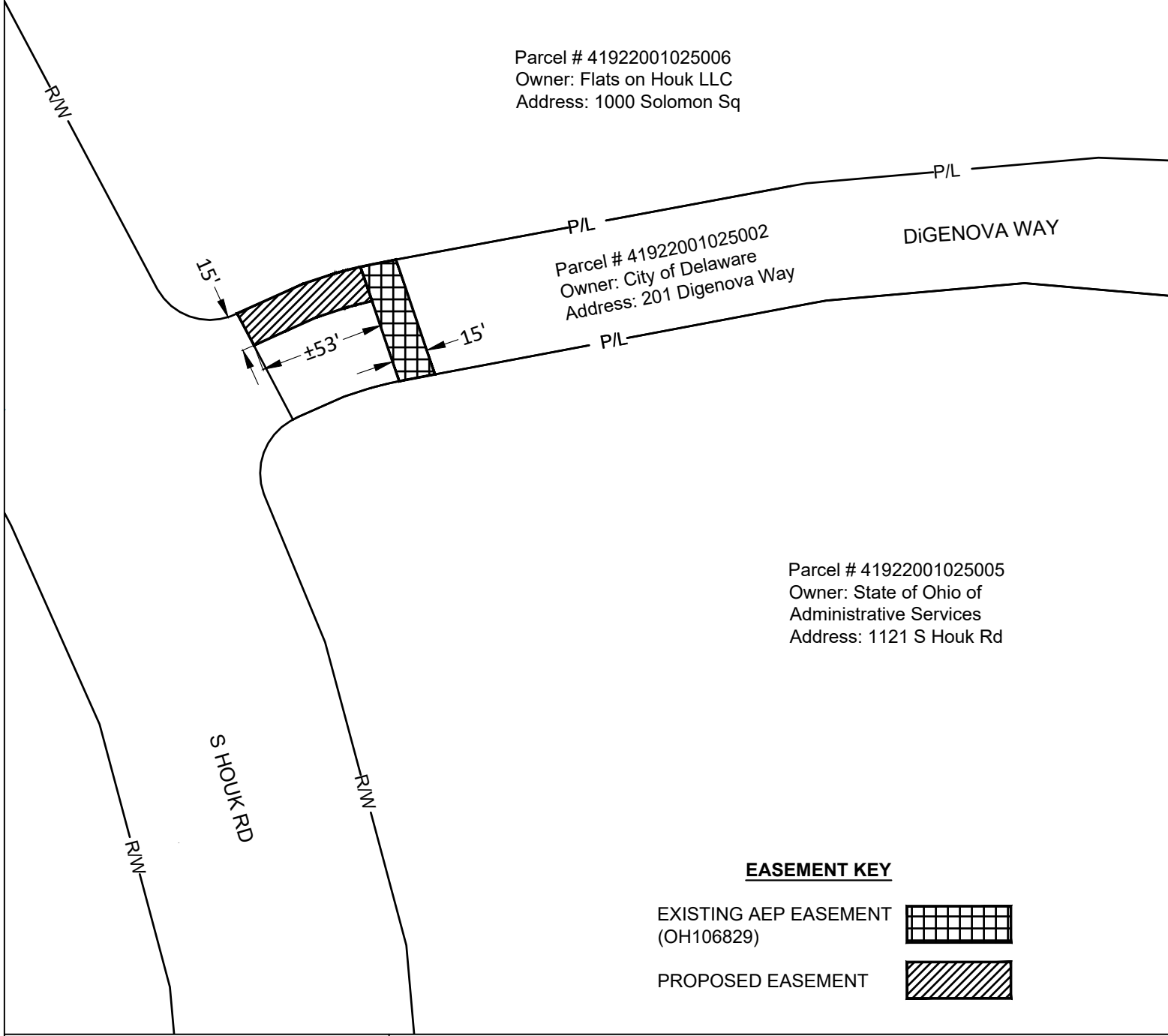
EXHIBIT "A"



Parcel # 41922001025006
 Owner: Flats on Houk LLC
 Address: 1000 Solomon Sq

Parcel # 41922001025002
 Owner: City of Delaware
 Address: 201 Digenova Way

Parcel # 41922001025005
 Owner: State of Ohio of
 Administrative Services
 Address: 1121 S Houk Rd



EASEMENT KEY

- EXISTING AEP EASEMENT (OH106829)
- PROPOSED EASEMENT

AEP OHIO

OHIO POWER COMPANY

| | |
|-----------------------|----------------------------|
| DRAWN BY: JOE DOWNERD | |
| COUNTY: DELAWARE | WR# 91252297 |
| CITY/TWP: DELAWARE | DATE: 1/16/2026 |
| STATE: OHIO | SCALE: 1" = 60' 189 |



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Alycia Ballone, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: **CONSIDERATION OF ORDINANCE NO. 26-17**

SUBJECT: Ordinance No. 26-17, an ordinance supplementing the 2026 appropriations and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

[Ord 26-17, Supplementing the 2026 Appropriations Fact Sheet Debt Pmt.docx](#)
[Ord 26-17, Supplementing the 2026 Appropriations - Debt Payments.docx](#)



FACT SHEET

AGENDA ITEM NO: 18

DATE: 04/13/2026

ORDINANCE NO: 26-17

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Alycia Ballone, Finance Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE SUPPLEMENTING THE 2026 APPROPRIATION ORDINANCE AND DECLARING AN EMERGENCY.

BACKGROUND:

In December 2025, the City issued debt to fund several road improvements including Merrick Road Extension, Byxbe Parkway right-of-way acquisition, and mounding of dirt for the eventual Merrick Parkway railroad overpass.

These notes are due April 16, 2026.

REASON WHY LEGISLATION IS NEEDED:

This ordinance is needed to provide supplemental appropriations to pay the debt service on these notes. Passage on the first reading is required to ensure timely payment of the debt service.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

No additional financial impact. Notes are being rolled to next year.

POLICY CHANGES:

N/A

PRESENTER(S):

Alycia Ballone, Finance Director

RECOMMENDATION:

Approval at first reading. These notes are due April 16, 2026.

ATTACHMENT(S)

None

ORDINANCE 26-17

AN ORDINANCE SUPPLEMENTING THE 2026
APPROPRIATIONS AND DECLARING AN
EMERGENCY.

WHEREAS, it is necessary to amend the 2026 Annual Appropriations Ordinance to provide for various expenditures through the end of fiscal year 2026.

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

SECTION 1: That there is hereby appropriated from the unencumbered balance of the Parkview & Lucy Ridge TIFs Fund (280) to:

| | |
|--|-------------|
| Debt Principal (28028000/580100/NW001) | \$7,800,000 |
| Debt Interest (28028000/580200/NW001) | \$114,238 |

SECTION 2: That there is hereby appropriated from the unencumbered balance of the Capital Improvements Fund (410) to:

| | |
|----------------------------------|-------------|
| Debt Principal (41030000/580100) | \$1,000,000 |
|----------------------------------|-------------|

SECTION 3: That there is hereby appropriated from the unencumbered balance of the Northwest NCA Capital Fund (460) to:

| | |
|--|-----------|
| Debt Principal (46046000/580100/NW002) | \$700,000 |
| Debt Interest (46046000/580200/NW002) | \$10,253 |

SECTION 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 5. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and for the further reason that such action is necessary to provide for expenditures through the end of the fiscal year being December 31, 2026, 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: _____, 2026

YEAS___ NAYS___

ABSTAIN ___

ATTEST: _____

CITY CLERK

MAYOR



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Sandra Pereira, Planning Department

ITEM TYPE: Ordinances

AGENDA SECTION: **CONSIDERATION OF ORDINANCE NO. 26-18**

SUBJECT: Ordinance No. 26-18, an ordinance accepting the annexation of 5.0 acres of land, more or less, description and map are attached hereto for the annexation known as Patel-Peachblow annexation by Michael R. Shade, agent for the petitioners.

SUGGESTED ACTION:

ATTACHMENTS:

[PATEL Fact Sheet.docx](#)

[Ordinance No. 26-18, Patel-Peachblow annexation acceptance.docx](#)

[PETITION.pdf](#)

[res 26-04, resolution of services for Patel-Peachblow annexation.pdf](#)

[BOC granting of Patel annexation.pdf](#)



FACT SHEET

AGENDA ITEM NO: 19

DATE: 4/13/2026

ORDINANCE NO: 26-18

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, ICMA-CM, CEcD, City Manager

VIA: Sandra Pereira, Director of Planning & Community Development

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE ACCEPTING THE ANNEXATION OF 5 ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO FOR THE ANNEXATION KNOWN AS PATEL-PEACHBLOW ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

BACKGROUND:

The resolution of services was approved by City Council at the January 12, 2026, meeting. This ordinance formally accepts the property into the City of Delaware following the annexation process outlined in the Ohio Revised Code.

REASON WHY LEGISLATION IS NEEDED:

Council must act to accept the annexation to finalize the acceptance of the property into the City of Delaware pursuant to Ohio law.

RECOMMENDATION:

Approval

ATTACHMENT(S)

Ordinance 26-

Petition for Annexation

Resolution of Services 26-04

Board of Commissioners resolution granting annexation

ORDINANCE NO. 25-18

AN ORDINANCE ACCEPTING THE ANNEXATION OF 5 ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO FOR THE ANNEXATION KNOWN AS PATEL-PEACHBLOW ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

WHEREAS, Michael R. Shade, Agent for petitioner, has filed with the Delaware County Commissioners for annexation of 5 acres of land, the description and map are attached hereto; and

WHEREAS, Michael R. Shade as agent for the petitioners delivered to the Clerk of the Delaware City Council the notice of his filing of the annexation petition with the Board of County Commissioners of Delaware County and its clerk on January 6, 2026; and

WHEREAS, the Ohio Revised Code requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation, which was completed when City Council passed a Resolution of Services on January 12, 2026 via Resolution 26-04; and

WHEREAS, the proposed annexation applied for in the petition to the Delaware County Commissioners has been approved, by them for annexation to the City of Delaware on February 5, 2026. (See attached.) The territory to be annexed is described in the Exhibits "A" & "B" provided in the attached petition; and

WHEREAS, the certified transcript of the proceedings for annexation, with an accurate map of the territory, together with the petition of annexation and other papers relating to the proceedings of the County Commissioners, are on file with the Clerk of Council, and have been for more than sixty days.

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

SECTION 1. That Council hereby accepts the annexation of 5 acres of land, description, and plat of which are hereby attached of the annexation knows as Patel-Peachblow Annexation by Michael R. Shade, agent for the petitioners.

SECTION 2. That the Clerk of Council is directed to make five copies of this ordinance, to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, and a certificate as to the correctness thereof. The Clerk shall then forthwith deliver one copy to the Secretary of State and shall file notice of annexation with the Board of Elections, the County Auditor, the County Recorder, and the County Engineer within thirty days after it becomes effective, and the Clerk shall do all other things required by law.

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 RULES SUSPENSION

YEAS _____ NAYS _____
ABSTAIN _____

PASSED: _____, 2025

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR

BOARD OF COUNTY COMMISSIONERS OF
DELAWARE COUNTY, OHIO

PETITION

**FOR RAMESHBHAI A. PATEL & SUMITRABEN R. PATEL, HUSBAND
AND WIFE, OF 5.00 ACRES, INCLUSIVE OF PETITIONER'S
PROPERTY LOCATED TO THE CENTERLINE OF PEACHBLOW ROAD,
ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE
TOWNSHIP OF BERLIN, DELAWARE COUNTY, OHIO CONSISTING
OF 5.00 TOTAL ACRES:
EXPEDITED TYPE 2 ANNEXATION**

Petitioner:

Rameshbhai A. Patel
Sumitraben R. Patel
957 Peachblow Road
Delaware, OH 43015

Agent for Petitioners:

Michael R. Shade
Attorney at Law
Shade and Shade LLC
236 West Central Avenue
Delaware, Ohio 43015
Phone: (740) 363-9232
Fax: (740) 363-0146
Email: mrs@ss-dta.com

1

PETITION

EXHIBIT A: DESCRIPTION
OF LANDS TO BE ANNEXED

EXHIBIT B: MAP OF PROPOSED
LANDS TO BE ANNEXED

2

LIST OF ADJOINING
PROPERTY OWNERS

3

LETTER OF DELAWARE
COUNTY ENGINEER
APPROVING LEGAL
DESCRIPTION AND PLAT
OF ANNEXATIONPROOF OF SERVICES

A) LETTERS TO GOVERNMENT

B) LETTER TO ADJOINING
PROPERTY OWNERS

MUNICIPAL RESOLUTIONS

A) RESOLUTION OF SERVICES

B) RESOLUTION DEALING WITH
INCOMPATIBLE LAND USES AND
BUFFERS

TAB 1

BOARD OF COUNTY COMMISSIONERS OF
DELAWARE COUNTY, OHIO

PETITION

**FOR RAMESHBHAI A. PATEL & SUMITRABEN R. PATEL, HUSBAND AND WIFE, OF
5.00 ACRES, INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE
CENTERLINE OF PEACHBLOW ROAD, ANNEXATION TO THE CITY OF DELAWARE,
OHIO FROM THE TOWNSHIP OF BERLIN, DELAWARE COUNTY, OHIO CONSISTING
OF 5.00 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

To: The Board of County Commissioners of Delaware County, Ohio

1. The undersigned Petitioner ("the Petitioner" herein), being all of the owners of real estate in the following described territory consisting of 5.00 acres situated in the Township of Berlin, County of Delaware, Ohio which area is contiguous with, adjacent to, and/or surrounded by the City of Delaware in part, to wit: see the legal description attached hereto as Exhibit A and the attached map, Exhibit B, both of which are incorporated by reference herein ("described territory"), respectfully petition that the described territory be annexed to the City of Delaware, Ohio.

The description of the territory described ("the description" herein) and map were prepared by Karen S. Coffman, P.S., Professional Surveyor No. 7845, Scioto Land Surveying Service, Inc., for annexation purposes, from information of record in the Delaware County Courthouse and a new full survey of the subject premises. All record references, unless otherwise noted, are to public records on file at the Delaware County Recorder's Office; all statutory references, unless otherwise noted, are to the Ohio Revised Code.

2. In support of this Petition, the Petitioner states that within the described territory sought to be annexed two (2) owners of the real estate. The real estate within area to be annexed and included in the description is owned as indicated on the following table:

| Name of Petitioners | Address | Acreage Information | Deed Reference | Parcel ID No. |
|--|--|--|-------------------------------------|--------------------|
| Rameshbhai A .Patel Sumitraben R. Patel | 957 Peachblow Road Delaware, OH 43015 | Total Lands owned is 5.00 acres and. inclusive of inclusive of acreage located in the Right of way of Peachblow Road. Total Lands Annexed is 5.00 acres. | Official Record Book 2108, Page 205 | 418-330-01-024-000 |
| | Total Lands to be Annexed | 5.00 Acres | | |

All public road rights of way abutting or to the centerline of the roadway of the described territory are being annexed into and will be in the City of Delaware, Ohio except as noted or set forth as set forth above and per the Map of Territory to Be Annexed.

3. Michael R. Shade is hereby appointed Agent for the undersigned Petitioners ("the Agent" herein), as required by § 709.02 and the Agent's address is 236 West Central Avenue, Delaware, Ohio 43015. The agent is hereby authorized to make any amendment and/or decision which in his absolute and complete discretion is necessary or proper under the circumstances then existing and is specifically authorized to make any such amendment to correct any discrepancy or mistake noted by the Delaware County Engineer in his examination of the Petition and Plat. Any such amendment shall be made by the presentation of an amended description and map to the Board of County Commissioners on, before, or after the date set for hearing on this Petition.

4. An accurate map marked "Map of Territory to be Annexed to the City of Delaware" is attached hereto as Exhibit B and made part of this petition.

5. A list containing the required information concerning all tracts, lots, and parcels adjacent to or across the road from the area sought to be annexed is being filed by the Agent at the time of the filing of this Petition.

6. No island of unincorporated area is being created by this annexation.

7. This petition is filed as an Expedited II annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of annexation proceedings and is being submitted pursuant the provisions of § 709.021 when owners unanimously request annexation and § 709.023 when the area being annexed is not to be excluded from the township. The area sought to be annexed shall not upon the annexation be excluded from Berlin Township, Delaware County, Ohio in conformity with the provisions of § 709.023.

8. The City of Delaware, Ohio will pass and submit to the Board of County Commissioners of Delaware County, Ohio a resolution of services within twenty (20) days of the date of the filing of this petition and file same with the Clerk of the Board of County Commissioners of Delaware County, Ohio and the Board of Commissioners and the City of Delaware will have to enter into an agreement to service all existing right of way areas on Peachblow Road adjacent to this property at the time of acceptance of the annexation by the City of Delaware.

9. The current zoning in the Township of Berlin, Delaware County, Ohio is presently Farm Residential District (FR-1). is presently used as single family residence and Right of Way. The 5.00 acres, more or less, and will be zoned A-1 Agricultural District in the City of Delaware, Ohio if the annexation is approved and accepted by the City of Delaware, Ohio. The comprehensive plan duly adopted by the City of Delaware, Ohio did anticipate this area was in its Delaware Together Comprehensive Plan and appears to be designated as Suburban Residential Character Area and permits fifteen (15) Appropriate Development Types, to wit: Traditional Small Lot-Single-Family, Traditional Medium Lot Single-Family, Traditional Small Block Neighborhood, Traditional Large Block Neighborhood, Early Suburban Single-Family, Late Suburban Single-Family (Existing), Multi-Family Complex (Existing), Commercial Corridor (Existing), Suburban Mixed Residential, Neighborhood-Scale Activity Center, Community-Scale Activity Center, Fairgrounds, Camps or Ecological Conservation Campus, Eco-Village and Natural Conservation/Preserves. This proposed use may be somewhat incompatible with land uses to the FR-1 of Berlin Township on the South in the Township of Berlin but may not be incompatible with the long-term

use plan for the area. The land surrounding on three (3) sides of the proposed annexed parcels are currently within the City of Delaware and currently zoned R-SF Single Family Residential District on the North, East and West. The City of Delaware, Ohio will pass a resolution requiring that any buffering necessary as provided in Section 702.023 of the Ohio Revised Code shall be complied with and will follow the buffering requirements of the City of Delaware, Ohio Zoning Ordinances. The entire property proposed for annexation is also within the City of Delaware's Utility Service Area

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

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

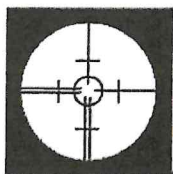
Signatures of Petitioners:

Ramesh Patel
Rameshbhai A .Patel

Dated: December 2nd, 2025

Sumitra R. Patel
Sumitraben R. Patel

Dated: December 2nd, 2025



SCIOTO LAND SURVEYING SERVICE

A
CIVIL
SOLUTIONS
COMPANY

173 North Sandusky Street

Delaware, Ohio 43015

740.369.7577

kcoffman@civilsolutions.net

Description of a 5.000 acre tract for annexation
to The City of Delaware, Ohio

November 19, 2025

This petition is filed as an expedited II annexation proceeding
under Sections 709.021 and 709.023 of the Ohio Revised Code.

EXHIBIT A

Situated in the Township of Berlin, County of Delaware, State of Ohio, being part of Farm Lot 29
in Quarter-Township 3, Township 4, Range 18 of the United States Military Lands, and being all of
the 5.000 acre tract conveyed to Rameshbhai A. Patel and Sumitraben R. Patel in Official Records
Volume 2108, Page 205, and being more particularly described as follows:

COMMENCING at the northwest corner of Farm Lot 30, being on the centerline of County Road 98
(Peachblow Road);

thence along the said centerline of County Road 98, also being the north line of Farm Lot 30
South 88° 00' 00" East 200.03 feet to the **TRUE POINT OF BEGINNING** of the following described tract;

thence partially along the east line of the City of Delaware (Ordinance No. 19-32, recorded in Official Records
Volume 2108, Page 205), also being along an east line of Lot 13840 of Winterbrooke Place, Phase 2,
recorded in Official Records Volume 2052, Page 1263 **North 01° 03' 26" East 726.00 feet**;

thence along a south line of said Lot 13840, also being a south line of the City of Delaware
South 88° 00' 00" East 300.04 feet;

thence along a west line of said Lot 13840, also being a west line of the City of Delaware
South 01° 03' 26" West 726.00 feet to a point on the aforesaid centerline of
County Road 98, also being the north line of Farm Lot 30;

thence along the said centerline County Road 98, also being the north line of Farm Lot 30
North 88° 00' 00" West 300.04 feet to the **TRUE POINT OF BEGINNING**;

containing 5.000 acres, more or less;

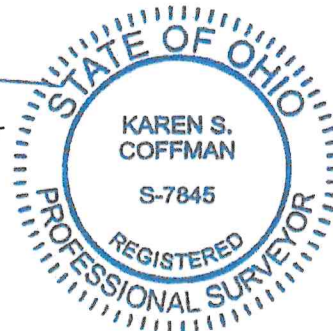
- 1692.04 feet of total boundary is contiguous to The City of Delaware;
- 2052.08 feet is the perimeter of territory to be annexed;
- 82.45% of perimeter is contiguous to The City of Delaware;
- total acreage to be annexed is 5.000 acres;
- 300.04 feet of County Road is affected by this annexation;
- this annexation does not create any unincorporated islands;

The map and description of the subject property was prepared based on records on file with the Delaware
County Recorder and is for annexation purposes only and is not to be used for transfer of said property.
Basis of bearings is the centerline of County Road 98 (Peachblow Road) (S88°00'00"E) per Official Records
Volume 2108, Page 205.

DELAWARE COUNTY ENGINEER
Map Department

I hereby certify the within to be a true
copy of the original on file in the Map Department.

Karen S. Coffman, Surveyor
Registration No. 7845



Rob Lectka
By

11-21-25
Date



SCIOTO LAND SURVEYING SERVICE

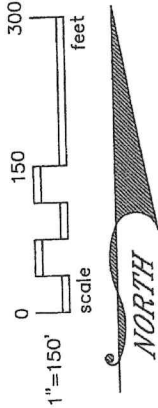
A
CIVIL
SOLUTIONS
COMPANY

173 North Sandusky Street Delaware, Ohio 43015 740.369.7577 kcoffman@civilsolutions.net

RAMESHBHAI A. PATEL & SUMITRABEN R. PATEL MAP OF TERRITORY TO BE ANNEXED TO THE CITY OF DELAWARE, OHIO

PART OF FARM LOT 29, QUARTER-TOWNSHIP 3,
TOWNSHIP 4, RANGE 18, U.S.M.L.
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO

EXHIBIT B



① Mark E. VanDervort & Jennifer D. Strawser
5.768 Ac. (Tract 3)
O.R.V. 2017, PG. 335
Parcel No. 41833001022002

② WINTERBROOKE PLACE
HOMEOWNERS'
ASSOCIATION, INC.
Lot 13840
O.R.V. 2142, PG. 285
Parcel No. 41833022033000

BASIS OF BEARINGS

Centerline of Peachblow Road
per O.R.V. 2108, PG. 205
(S 88° 00' 00" E)

THIS PETITION IS FILED AS AN
EXPEDITED II ANNEXATION
PROCEEDING UNDER O.R.C.
SECTIONS 709.021 & 709.023

NUMBER OF OWNERS IN THE AREA
TO BE ANNEXED = 1

1692.04' OF TOTAL BOUNDARY IS
CONTIGUOUS TO THE CITY OF
DELAWARE.

2052.08' IS THE PERIMETER OF
TERRITORY TO BE ANNEXED.

82.45% OF PERIMETER IS
CONTIGUOUS TO THE CITY OF
DELAWARE.

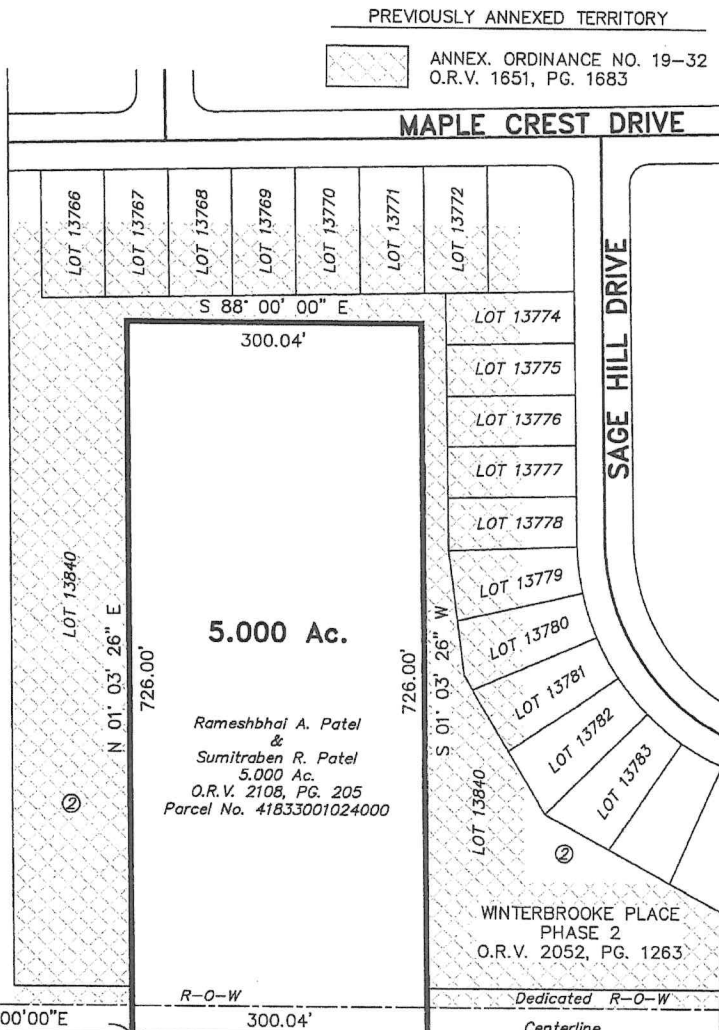
TOTAL ACREAGE TO BE ANNEXED
IS 5.000 ACRES.

LENGTH OF ROADWAY AFFECTED
BY ANNEXATION:

300.04 LF OF COUNTY ROADS
0 LF OF TOWNSHIP ROADS
0 LF OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES NOT
CREATE ANY UNINCORPORATED
ISLANDS.

F.L. 35
F.L. 30
FARM LOT 36
FARM LOT 29



Centerline
CO. RD. 98
Dedicated R-O-W

① Matheu J. Rouhier
1.628 Ac.
O.R.V. 1951, PG. 1971
Parcel No. 41833001023000

Mark E. & Nancy VanDervort
2.314 Ac.
O.R.V. 2076, PG. 553
Parcel No. 41833001021000

DELAWARE COUNTY ENGINEER
Map Department

I hereby certify the within to be a true
copy of the original on file in the Map Department.

By Rob Lectka

Date 11-21-25



KAREN S. COFFMAN, SURVEYOR
Registration No. 7845

TAB 2

| NAME | STREET | CITY | STATE | ZIP | PARCEL |
|--|-------------------|--------------|-------|-------|---|
| WINTERBROOKE PLACE HOMEOWNERS ASSOCIATION INC, C/O ASSOCIATION REAL PROPERTY | 475 METRO PLACE | DUBLIN | OH | 43017 | 418-330-22-033-000 |
| MATHEU J ROUHIER | 944 PEACHBLOW RD | LEWIS CENTER | OH | 43035 | 418-330-01-023-000 |
| MARK E VANDERVORT, JENNIFER D STRAWSER | 1010 PEACHBLOW RD | LEWIS CENTER | OH | 43035 | 418-330-01-022-002 and 418-330-01-021-000 |

TAB 3

LETTERS PREVIOUSLY REQUIRED UNDER THIS TAB ARE NO LONGER REQUIRED PER
THE DELAWARE COUNTY ENGINEER AND MAP ROOM DEPARTMENT.

RESOLUTION NO. 26-04

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 5 ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO FOR THE ANNEXATION KNOWN AS PATEL-PEACHBLOW ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONER .

WHEREAS, Michael R. Shade, agent for the petitioner, has filed with the Delaware County Commissioners for annexation of 5 acres of land, more or less, the description and map are attached hereto; and

WHEREAS, Michael R. Shade, as agent for the petitioner delivered to the Clerk of the Delaware City Council the notice of his filing of the annexation petition with the Board of County Commissioners of Delaware County and its clerk on January 6, 2026; and

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

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

SECTION 1. That upon annexation to the City of Delaware of 5 acres more or less as delineated in the attached Exhibits, the City will provide the following services by the approximate date indicated as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Delaware:

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

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

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

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

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

PASSED: January 12, 2026

YEAS 5 NAYS 0
ABSTAIN 0

ATTEST: Sarah Dennis
CITY CLERK

Andy Keyes
MAYOR



Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

County Administrator
Tracie Davies

Deputy Administrators
Dawn Huston
Aric Hochstettler

Clerk to the Commissioners
Jennifer Walraven

RESOLUTION NO. 26- 74

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING ANNEXATION OF 5.00 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following resolution:

WHEREAS, on January 6, 2026, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Attorney at Law, agent for the petitioner, requesting annexation of 5.00 acres, more or less, from Berlin Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Berlin;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 5.00 acres, more or less, from Berlin Township to the City of Delaware.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

I, Brandy Wilson, Clerk to the Board of County Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of County Commissioners of Delaware County duly adopted on February 5, 2026, and appearing upon the official records of said Board.

Brandy Wilson, Clerk to Commissioners

Jeff Benton
County Commissioner

 ABSENT
Barb Lewis
County Commissioner

Gary Merrell
County Commissioner





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Jessica Feller, Department of Administrative Services

ITEM TYPE: Resolutions

AGENDA SECTION: **CONSIDERATION OF RESOLUTION NO. 26-20**

SUBJECT: Resolution No. 26-20, a resolution accepting negotiated changes to the Ohio Fraternal Order of Police- Office and Clerical Employee's Agreement with the City of Delaware.

SUGGESTED ACTION:

ATTACHMENTS:

[fact sheet res 26-20, FOP clerical changes.docx](#)

[res 26-20, accept changes FOP clerical.docx](#)

[20260101-20281231 FOP Office and Clerical with DRAFT changes incorporated.docx](#)



FACT SHEET

AGENDA ITEM NO: 20

DATE: 4/23/2026

ORDINANCE NO:

RESOLUTION NO: 25-20

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jessica Feller, Human Resources Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE DELAWARE FRATERNAL ORDER OF POLICE OFFICE AND CLERICAL EMPLOYEES' AGREEMENT WITH THE CITY OF DELAWARE.

BACKGROUND:

This agreement includes the following changes, as recommended by staff:

1. Article 3 – Definitions: Removal of the definition that years of service/total service/periods of employment are based upon permanent full-time employment, as this language conflicted with other articles.
2. Article 4 – Probationary Period: New hire probationary period reduced from twelve (12) months to six (6) months to align with other non-sworn units.
3. Article 9 – Vacation Time and Leave Scheduling: Inclusion of circular reference to Article 30 – Seniority, for years of total service related to vacation accrual. Additional language regarding carryover of accrued and unused vacation leave from another public employer is not permitted. This was referenced in Article 40 – Vacation and Sick Leave Transfer, which is recommended to be removed.
4. Article 11 – Wages: Removal of language and pay table referencing adoption of the City's non-union pay plan from prior agreement. Annual pay tables (5-step) for each contract year have been inserted. Table and step adjustments, if applicable, to coincide with the first pay of the new year. Members currently off-step will receive an annual COLA base wage

adjustment of 3.5% each contract year. New language clarifies how movement between classifications occurs and where members are placed on the pay scale.

5. Article 17 – Longevity Compensation: Inclusion of circular reference to Article 30 – Seniority, for years of completed service related to longevity compensation.
6. Article 18 – Shift Differential: Increase in shift differential from \$0.80 per hour to \$0.95 per hour to align with FOP Officers and Supervisors Agreements.
7. Article 19 – Uniforms: Clarification of language to reflect current practice. Addition of winter boots and gloves for Community Service Officers. No change in annual allowance.
8. Article 20 – Insurance: Increase in life insurance coverage from \$40,000 to \$50,000.
9. Article 28 – Report in Pay: Revised language aligns with Patrol language.
10. Article 33 – Residency Requirement: Revised language that points to City Ordinance 23-46 addressing residency requirements for employees.
11. Article 38 – Parks and Recreation Credit: Updates outdated language and provides clarification on the use of credits.
12. Article 40 – Vacation and Sick Leave Transfer and Carry Over: Removal of this language due to redundancy; otherwise referenced in revised Article 9 – Vacation Time and Leave Scheduling.
13. Article 40 (NEW) – Duration of Agreement: Added to be consistent with other FOP Agreements.

REASON WHY LEGISLATION IS NEEDED:

The current contract expired on December 31, 2025. In order to finalize the tentative agreements, this resolution needs to be adopted by City Council.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Wage adjustments vary based on members, retroactive to January 1, 2026.

POLICY CHANGES:

N/A

PRESENTER(S):

Jessica Feller, Human Resources Director

RECOMMENDATION:

Staff recommends action on this contract now to avoid further delay in implementing the contract changes.

ATTACHMENT(S)

Draft contract changes

AGREEMENT BETWEEN THE CITY OF
DELAWARE



AND

FRATERNAL ORDER OF POLICE
OFFICE AND CLERICAL



EFFECTIVE DATES

January 1, 2026 - December 31, 2028

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ARTICLE 1

AGREEMENT

Section 1.

This Agreement is made and entered into by and between the City of Delaware, (hereinafter referred to as the City,) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union).

Section 2.

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the Union. This Agreement is intended to formalize the issues approved by the negotiating committees of the City and the Employees Union.

Section 3.

The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

Section 4.

This Agreement shall become effective upon ratification by the Union and approval by the City Council and shall remain in full force and effect until December 31, 2028. Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Agreement makes no specification about a matter, the City and its employees are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

Section 5.

If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written or electronic notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.

ARTICLE 2

RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive representative for all Bargaining Unit members described in Section 2 of this article. The Union is recognized by the City as the sole and exclusive representative in any and all matters relating to wages, hours and terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of past Agreements between the parties, and the resolution of questions arising under this Agreement.

Section 2.

The bargaining unit shall include the positions of Records Clerk, and Community Service Officer. Excluded from the bargaining unit are all other employees of the City.

ARTICLE 3

DEFINITIONS

For purposes of this bargaining agreement the following terms shall be defined as follows:

Department Head(s): Police Chief.

Department(s): PoliceDepartment.

~~Periods of Employment/Years of Total Service/Years of Service shall always be based upon permanent Full Time Employment.~~

ARTICLE 4

PROBATIONARY PERIOD

Section 1.

New hires probationary period. For all full-time employees the probationary period shall be a period of **SIX (6)** ~~twelve (12)~~ months from the date of full-time employment, during which time an evaluation of performance will be conducted by the employee's immediate supervisor. Any probationary employee off work on an approved leave longer than a thirty (30) day period shall have their probationary period extended for the same time period they are away from work. After successful completion of the probationary period, employees will be credited with seniority from the original date of hire. During the probationary period, the member may be dismissed without recourse to grievance/arbitration procedures in this contract.

ARTICLE 5

MANAGEMENT RIGHTS

Unless the City has set forth in this Agreement a limitation upon the Council's or the City Manager's right or duty to manage the City of Delaware, or the right of the Department Head to manage the Department, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City including this Department. The right to manage shall include, but not be limited to:

- A. The right to direct, supervise, evaluate, hire, promote, transfer, assign, schedule, layoff and retain employees, and also to suspend, discipline, demote and discharge for just cause.
- B. The right to effectively manage the workforce and to determine the number of personnel needed in the department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, organizational structure and overall budget.
- C. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations; or to subcontract for services.
- D. The right to make reasonable rules to regulate the work force and to establish and amend personnel policies and procedures relating to any matter which is not set forth in the Agreement.
- E. The right to take any necessary actions to carry out the mission of the City.

ARTICLE 6

GRIEVANCEPROCEDURE

Section 1.

Should any difference or dispute arise between the City and any employee or group of employees in the bargaining unit with respect to the interpretation or application of a specific and identified provision of this Agreement, it will be considered a grievance and must be resolved in accordance with the following procedure:

Section 2.

Step 1.

If the Union, any employee or group of employees in the bargaining unit believes that he has a grievance (as defined above), he shall first cite the specific contract clause violated and discuss the grievance with his immediate supervisor within fourteen (14) calendar days of the grievance incident, or within fourteen (14) calendar days of the time the employee should have been aware of the incident. If a satisfactory disposition of the grievance is not made at this stage, then within seven (7) calendar days of such discussion:

Step 2.

The grievance shall be reduced to writing and shall be signed by the aggrieved employee or employees and the bargaining unit representative (with a signature denoting acknowledgment only) and presented to the Chief of Police. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the Chief of Police within that time period shall be considered abandoned. The Chief of Police shall meet with the grievant and his representative within fourteen (14) calendar days of receiving the written grievance. The Chief of Police shall answer in writing the grievance within fourteen (14) calendar days immediately following the meeting. (The day of submission is not counted as a day of this step or any succeeding step.) If satisfactory disposition is not made by the Department Head, then within seven (7) calendar days the grievance shall proceed to step 3.

Step 3.

The grievance shall be presented in person to the City Manager or his/her designee. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the City Manager shall be considered as abandoned. Within fourteen (14) calendar days after he receives the grievance, the City manager will schedule a meeting with the grievant and his representative. The City Manager will answer the grievance in writing within fourteen (14) calendar days following the meeting.

Step 4.

- A. **Appeal to Arbitration.** Should a grievant, after receiving the written answer to his grievance at Step 3 of the Grievance Procedure, still feel that the grievance has not been resolved to his satisfaction, he may, upon approval of the union, request it be heard before an arbitrator. The union, by the Grievance Chairman, must make application to the City Manager or his designee for arbitration within fourteen (14) calendar days of the grievant's receipt of the written answer from the City Manager at Step 3.
- B. **Selection of Arbitrator.** Within fourteen (14) calendar days following receipt of the Union's application for arbitration, the City Manager, or his designee, and a Union Representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach an agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service, to submit a panel of nine (9) arbitrators, who are National Academy Certified, from which the City and the Union shall select one by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. Each party may call for a new panel before striking only once per grievance.

The union agrees that the City, at their choosing, may request to use a panel of arbitrators from the American Arbitration Association (AAA). The City agrees that if they request AAA panel, that they shall pay the cost of requesting said panel.

- C. **Authority of the Arbitrator.** The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the F.M.C.S., or A.A.A. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of this Agreement. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be binding.
- D. **Arbitrator Costs.** The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent if any, for the hearing room shall be borne equally between the parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter, if any, shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. Grievants, grievance representatives, and witnesses called by the City who appear at such a hearing during their normally scheduled working hours shall not suffer any loss of pay. Member witnesses other than the grievant or grievance representative called by the Union will be afforded time off without pay or will

be allowed to use accumulated leave time to attend the hearing, manpower needs permitting as determined by the Chief of Police or his designee.

- E. **Arbitrator's Findings.** The arbitrator shall render in writing his findings as quickly as possible within thirty (30) calendar days after the hearing, or within thirty (30) calendar days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the office of the City Manager and to the Union.

Section 3. Time Limits.

It is the Administration's and the Union's intention that all the time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the Union and the Administration's designated representative may mutually agree, at any step, to additional short extensions of time, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, any grievance not answered by the City within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. Any step in the grievance procedure may be skipped by mutual consent.

Section 4.

In each step of the grievance procedure outlined in Section 2 above, the grievant and his representative shall be given approval by the City to attend the meetings therein prescribed, manpower needs permitting as determined by the Chief of Police or his designee. Upon prior notice, either party may bring additional representatives to any meeting in the grievance procedure.

Section 5.

No member or official of the Union shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under these procedures.

Section 6.

A grievant shall not suffer any loss of pay for time spent presenting his grievance in any of the steps in this grievance procedure.

Section 7.

A grievant shall be entitled to a Union representative at steps 2, 3, and 4 of this procedure. The Union representative shall be entitled to present the grievance on behalf of the grievant if the grievant so desires, to ask questions and to have full participation. The grievant's Union representative will not suffer any loss of pay for time spent representing a grievant in discussions under this procedure.

Section 8.

Grievants and grievance representatives should not use City paid time to reduce a grievance or an appeal to writing, to investigate the facts regarding a grievance or facts regarding other similar situations, to engage in discussions with others regarding a

grievance or to otherwise prepare to present a grievance at any of the steps in this procedure.

Section 9.

All meetings regarding this grievance procedure may occur during the grievant's duty hours and the grievant and his representative, if one is desired shall be released from duty for purposes of attending such meetings, provided that neither the grievant or his representative are needed to satisfy the City's manpower needs.

Section 10.

For purposes of this Article, calendar days shall be used for the calculation of "days."

ARTICLE 7

NOSTRIKES

Section 1.

Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the City and the union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Delaware. Therefore:

- A. The union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the City by its members. When the City notifies the union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the union shall immediately, conspicuously, post notice over the signature of an authorized representative of the union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification of the union, as provided herein, may be disciplined, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal. This provision shall not negate any other legal recourse available to the City as provided by Chapter 4117 ORC.

- B. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the union.

ARTICLE 8

INTERNAL REVIEW

- A. Prior to a member being asked questions during an internal investigation which could lead to discipline of the member questioned, that member shall be informed of his right to have union representation if he so desires and requests such representation. If no Union representative is available within a reasonable period of time, then the investigation will continue only if the delay would interfere with the ability of the department to effectively conduct the investigation, but in no event shall it be continued past seventy-two (72) hours absent extenuating circumstances.
- B. In the event union representation is requested in such an investigatory interview, no questions shall be asked the member without the member's union representative being present.
- C. In the event union representation is requested in such an investigatory interview, the member may consult with his union representative before the investigatory interview and the union representative may act as a witness during the interview but may not interfere with the member or investigator during the interview. This does not limit the right of the member to ask for a break during the interview to consult with his or her union representative.
- D. Except in unusual circumstances requiring otherwise, members will only be asked questions during duty hours. In the event a member is questioned during non-duty hours, the member will be compensated at his appropriate rate of pay for time spent being questioned.
- E. A member who refuses to answer questions in an internal investigation of his conduct or the conduct of another person may be charged with insubordination or a like offense, if after being advised that such refusal to answer or refusal may, if continued, be the basis for such a charge. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrity Rights" and is informed by the investigating officer that his or her responses to questions will not be the basis for criminal charges against the Member, and the Member is ordered to answer questions, a Member's refusal to answer questions or refusal to participate in an investigation may form the basis for a charge of insubordination or like offense.
- F. In the event a polygraph or other lie detection examination is used in an internal investigation, the City will not use the results of said examination as the sole basis for imposing discipline but only as a corroborative or investigative tool.
- G. In evaluating the evidence regarding a complaint about a member's conduct, the City will take into account the length of time which has expired between the date of the alleged

incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the City will not take action against the member complained about unless the complaint is supported by other corroborative evidence.

- H. Prior to any suspension without pay or termination of a member, the member will be afforded notice of the charges against him and an opportunity to review the evidence against him prior to responding in his own defense. A member may request a union representative and/or attorney to assist him in responding to the charges before a decision is made for a suspension without pay or termination. However, under no circumstances will the request to have an attorney present be permitted to unreasonably delay holding such a hearing.
- I. Members shall be informed, in writing, if requested, of the results of any investigation in which the member is interviewed and the member is the subject of the investigation, at the conclusion of the investigation.

ARTICLE 9

VACATION TIME AND LEAVE SCHEDULING

Section 1.

The vacation year for members shall end at the close of business on the last day of the last pay period that ends in the month of December.

Section 2.

Each full-time employee shall accrue vacation leave by pay period at the annual rate of work hours based on years of total service which is established in the schedules contained in Section 3 of this article. Years of total service is defined **IN ARTICLE 30 SENIORITY, SECTION 1, PARAGRAPH A** ~~to be the total of all periods of employment for the City of Delaware.~~ Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period following the pay period in which the anniversary date falls.

A MEMBER MAY NOT CARRY OVER ACCRUED AND UNUSED VACATION LEAVE FROM ANOTHER PUBLIC EMPLOYER TO THE CITY AND WILL ACCRUE VACATION LEAVE CONSISTENT WITH THIS AGREEMENT.

Section 3.

The following vacation accrual schedules are established:

| YEARS OF TOTAL SERVICE | VACATION HRS/YEAR | VACATION HRS/PAY |
|---------------------------------|------------------------------|-----------------------------|
| Less than 5 years | 80.6 | 3.1 |
| 5 years but less than 10 years | 119.6 | 4.6 |
| 10 years but less than 15 years | 161.2 | 6.2 |
| 15 or more years | 200.2 | 7.7 |

Section 4.

Any vacation balance in excess of the maximum number of work hours established in this paragraph shall become void as of the close of business on the last day of the last pay period that ends in the month of December.

| YEARS OF TOTAL SERVICE | MAXIMUM ACCRUAL OF VACATION HOURS |
|---------------------------------|--|
| Less than 5 years | 241.8 |
| 5 years but less than 10 years | 358.8 |
| 10 years but less than 15 years | 483.6 |
| 15 or more years | 600.6 |

Section 5.

- A. To be eligible for bi-weekly (pay period) vacation accumulation, a member must be in paid status for a minimum of 72 hours within that pay period; except that when a member is required to report for work and does so report and is denied work because of circumstances beyond his control, absence from work for the balance of that day shall not be construed as unpaid work status.

- B. A member in full-time status who is to be separated from the City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the member's hourly rate of pay at time of separation. Vacation leave shall not be used as a "bridge" into retirement or separation.

- C. When a member dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or such other person the member may have designated in writing.

- D. Scheduled vacation leave shall be approved in accordance with the guidelines established in this agreement. Annual vacation selections must be completed as soon as possible after the shift bids and no later than December 31st. Annual protected vacation selections can only be made for the year that the bids are in effect. Time off will not be granted for members when it is determined that special events require additional personnel. Members must have earned sufficient time to cover requests for leave by the time the leave is taken. The use of anticipated time beyond that will not be allowed.

Protected time off will be designated as V₁, C₁, P₁ or H₁, representing vacation leave, compensatory time, personal days and holiday time respectively. Only one protected leave per day, be it designated as V₁, C₁, P₁, or H₁, will be ensured whether from the annual vacation pick or other time off requests (see E, below). Additional time off requests for the same day will be designated V₂, C₂, P₂ or H₂.

During the first round sign up period, members may make two (2) selections of vacation leave from eight (8) to fifty (50) hours per selection. Members may make two selections in increments of one-day to four weeks during second and third round vacation selections, respectively. A second time off request for the same day may be granted if staffing permits but will be subject to cancellation.

- E. Time off requests, other than annual vacation selection may be granted no more than sixty days in advance. For time off requests submitted at least sixty days in advance, the most senior member's request will be honored. Time off requests submitted less than 60 days in advance will be handled on a first come first serve basis depending on staffing levels. The time stamped on the request will determine the order of the request. Only V1, C1, P1 or H1 days are protected. A member must notify a supervisor at least three days prior to the cancellation of a time off day. Employees will be notified of the approval or denial of the time off requests in a timely manner. Vacation leave must be taken in ½ hour increments.
- F. Any member ordered to work while on previously approved time off of five or more consecutive days for eight (8) hour employees, or four (4) or more consecutive days for ten (10) hour employees, shall be paid at 1 ½ times their hourly rate for all hours worked unless the Chief of Police declares an emergency exists in the City and all leaves are canceled.

Section 6.

A member may elect to trade three (3) weeks of vacation time for equivalent pay during any calendar year. The Department Head will post a notice in June informing members of the required deadline for selling vacation time. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hours of vacation time in the employee's account after said trade takes place.

ARTICLE 10

CORRECTIVE ACTION AND RECORDS

No bargaining unit member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause.

The City agrees to follow the principle of progressive corrective action. The Chief of Police may skip any step(s) of progressive action if the violations are of a very serious nature. Further, the City agrees to fairly and equitably discipline members.

A. Review of Personnel Files.

Any member shall be allowed, upon request, to review his personnel file between 8:00 a.m. and 5:00 p.m., Monday through Friday. Such request shall be made to the Chief of Police directly and review shall be made in the presence of the Chief of Police or his designated representative. The City will abide with all federal, state, and local requirements pertaining to public records law.

B. Performance Evaluations.

A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he signs it. An evaluator's negative comments or marking or performance needing improvement should be supported either by documentation to be attached to the performance evaluation or written on the evaluation itself. The member receiving such negative comments shall have the right to submit a memorandum explaining their reasons for not agreeing to the performance evaluation. The member may also provide any supporting documentation to be attached to the performance evaluation.

C. Use of Prior Discipline.

In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of oral counseling will not be used as a basis for further discipline one (1) year or more after issuance. Records of written reprimand will not be used as a basis for further discipline two (2) years or more after issuance. All other forms of discipline shall be removed from the personnel file three (3) years from the date of issuance. Providing there has been no intervening discipline, discipline records after the 1, 2 or 3 year period shall be disposed of in accordance with the City's Public Records Retention Schedule.

ARTICLE 11

WAGES AND PAY PLAN

Section 1.

The City will implement the Pay Plan listed below which shall be in effect for the periods indicated, except that salary step advancements prescribed in the pay plan shall become effective as follows:

| | |
|-------------|---|
| Step 1: | At hire |
| Steps 2—5: | Annually in January to coincide with the first pay date of the new year. If a member is hired in the last quarter of the year, they would not advance to the next step of the pay plan until the first pay date of the following year, having completed at least 12 full months of service. |
| Step 5—Max: | Annually in January to coincide with the first pay date of the new year |

The following pay schedule for all Pay Grades reflects the adoption of the city's non-union pay plan as of January 1, 2023 for the positions listed below. Current members who are initially placed between steps 2—5 for 2023 will advance to the next step of their pay grade, effective with the first pay date of the following year. Members who are between step 5 (midpoint) and the maximum will receive a 4% cost-of-living adjustment for 2024 and 2025, effective with the first pay date of the corresponding year. Members who are at the maximum of their assigned pay grade will receive a lump sum payment in lieu of a step increase equal to the amount granted for the cost-of-living adjustment for that year.

[REMOVE FOLLOWING CHART]

| Pay Grade | Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Max |
|-----------|----------------------------|--------|--------|--------|--------|--------|-------|
| M2 | Community Services Officer | 21.74 | 22.77 | 23.86 | 24.99 | 26.09 | 30.44 |
| M4 | Records Clerk | 24.43 | 25.59 | 26.80 | 28.08 | 29.31 | 34.20 |

Section 1.

FOR THE DATES SPECIFIED BELOW, THE NEW PAY RATES ARE EFFECTIVE FOR THE PAY PERIOD INCLUDING THE DATE. MEMBERS WILL PROGRESS THROUGH THEIR ASSIGNED PAY GRADE ANNUALLY TO COINCIDE WITH THE FIRST PAY OF THE NEW YEAR (BOTH THEIR TABLE ADJUSTMENT AND STEP ADJUSTMENT, IF APPLICABLE).

AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, IT IS RECOGNIZED BARGAINING UNIT EMPLOYEE(S) ARE PAID A RATE GREATER THAN STEP 5. THOSE EMPLOYEES WILL RECEIVE THE ANNUAL NEGOTIATED COLA. FOR 2026, 2027 AND 2028, THIS AMOUNT IS 3.5%.

MEMBERS WHO ARE TRANSFERRED INTO A DIFFERENT CLASSIFICATION WILL BE PLACED ON THE PAY SCALE BASED ON MEETING THE REQUIREMENTS FOR THE POSITION. THEY WILL NOT MOVE COMMENSURATE TO THEIR RATE AT THE TIME OF TRANSFER.

| | | FOP Clerical | | | | |
|---------------------|---------------------------|---------------------|---------------|---------------|---------------|---------------|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Eff 1/1/2026 | Community Service Officer | \$ 22.46 | \$ 23.52 | \$ 24.63 | \$ 25.79 | \$ 27.00 |
| | Records Clerk | \$ 25.23 | \$ 26.42 | \$ 27.67 | \$ 28.97 | \$ 30.34 |
| | | | | | | |
| Eff 1/1/2027 | Community Service Officer | \$ 23.25 | \$ 24.34 | \$ 25.49 | \$ 26.69 | \$ 27.95 |
| | Records Clerk | \$ 26.12 | \$ 27.35 | \$ 28.64 | \$ 29.98 | \$ 31.40 |
| | | | | | | |
| Eff 1/1/2028 | Community Service Officer | \$ 24.06 | \$ 25.19 | \$ 26.38 | \$ 27.62 | \$ 28.93 |
| | Records Clerk | \$ 27.03 | \$ 28.30 | \$ 29.64 | \$ 31.03 | \$ 32.50 |

ARTICLE 12

OVERTIME

Section 1.

Members shall be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half. Payment in cash shall be made for any overtime due at the time of separation from the City service.

Section 2.

In lieu of cash payment, the member may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the member is entitled. All requests for compensatory time are subject to approval of the department head. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.

Section 3.

Members can accumulate up to one hundred (100) hours of compensatory time. When a member has one hundred (100) hours of accumulated compensatory time, all further overtime will be paid in cash.

Section 4.

It shall be the policy of the administration to have overtime work performed only with supervisory authorization. If overtime is worked without the advance authorization of the appropriate supervisor, except that in an emergency or an ongoing incident that extends past a member's shift such authorization may be granted subsequently, the member shall be subject to discipline up to and including termination.

ARTICLE 13

HOURS OF WORK

Section 1.

The normal, but not guaranteed, workday for Records Clerks, Community Service Officer shall consist of an eight (8) hour or ten (10) hour workday with a thirty (30) minute paid lunch break.

Section 2.

The normal, but not guaranteed, work week for members, with the exception of ten (10) hour shifts, shall consist of five (5) days on duty and two (2) days off, though not necessarily in the same work week. The normal, but not guaranteed, work week for members working the ten (10) hour shift shall consist of four (4) days on duty and three (3) days off, though not necessarily in the same work week. Days off shall normally be consecutive, though not necessarily in the same workweek, dependent upon staffing needs as determined by the Chief of Police.

Section 3.

Records Clerks shall be permitted, with approval of their supervisor, to exchange a workday or shift assignment, as long as such exchange takes place within the posted schedules. Exchanges of work days or shift assignments lasting two (2) or more consecutive days, shall require the approval of the Chief of Police or his designee.

If an employee who exchanged a work day or shift assignment fails to show up for work, the employee will be prohibited from other and future exchanges.

Section 4.

The City recognizes the benefit to be achieved from advance notice of scheduling, and accordingly, agrees that unless unusual circumstances prohibit, the work schedule for bargaining unit members will be posted at least seven (7) weeks prior to the implementation of the schedule. Also, if changes in the posted work schedule become necessary, the effected members will be notified of such changes no less than seven (7) days in advance, if possible.

Section 5.

During the time changes each year, the City agrees to pay time and a half to those working the additional hour during their shift and likewise, the employees working during the shift where they are short an hour, they will take 1 hour vacation, holiday, personal or compensatory time.

ARTICLE 14

HOLIDAY PAY

Section 1.

The following are designated as paid holidays for members:

| | |
|---------------------------|-----------------------------|
| New Year's Day, January 1 | Little Brown Jug Day, ½ day |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Juneteenth, June 19 | Day before Christmas, ½ day |
| Independence Day, July 4 | Christmas Day, December 25 |
| Labor Day | |

Section 2.

If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.

Section 3.

For eight (8) hour shift members, for each of the holidays specified in Section 1. of this article on which a member works, he shall be entitled to holiday compensation totaling double the member's regular rate of pay, except that members shall be entitled to holiday compensation totaling two and one-half times the member's regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Compensation for holidays may be in the form of cash or compensatory time off at the option of the member.

For ten (10) hour shift members, for each of the holidays specified in Section 1 of this article on which a member works, he shall be entitled to holiday compensation totaling the member's regular rate of pay plus eight (8) hours applied to their holiday compensatory balance, except that members shall be entitled to holiday compensation totaling one and one-half times the member's regular rate of pay plus eight (8) hours applied to their holiday compensatory balance if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Compensation for holidays may be in the form of cash or compensatory time off at the option of the member.

Section 4.

In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation, when any such holiday falls on a Saturday it shall be observed on the Friday

immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately succeeding. For purposes of holidays, holiday time shall be designated as starting at 11:00 p.m. the day before the actual holiday, and ending at 11:00 p.m. on the actual holiday, except for overtime purposes for the end of the shift that ends at 11:00 p.m., whichever is applicable, in which case, overtime shall be paid at the holiday rate.

Section 5.

Members shall be credited with thirty-two hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. If an employee separates from service prior to the end of the calendar year, personal leave will be prorated. If employee's personal leave balance is insufficient to cover the proration, the prorated amount corresponding to the rest of the year will deducted from the employee's final paycheck. Use of holiday compensatory time or personal days shall be at the member's discretion with the approval of the employee's supervisor. Personal or Holiday time can be taken in ½ hour increments. Compensatory time can be taken in increments of 6 minutes. For usage guidelines see Article 9 - Sections D&E

Section 6.

All members will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal days. Once an employee accumulates the maximum allowable number of personal days/holiday compensatory time then future personal days/holiday compensatory time will be compensated for in cash, at the time they are earned. A member may elect to cash in up to one year's worth of holiday compensatory time and personal days each year. The Department Head will post a notice in June informing members of the required deadline for selling holiday time/personal days. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade. Such trade shall take place the first pay period of October.

Section 7.

At the time of separation, a member shall be compensated for all accrued, but unused, holiday compensatory time and personal leave.

ARTICLE 15

SICKLEAVE

Section 1.

Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. An employee may use sick leave, upon approval of the Department Head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and for illness or injury of the employee's spouse, children, step-children, parent, parent-in-law or any other living legal guardian dependent. Each employee may be required to furnish a satisfactory affidavit (e.g. "Request For Leave Form") to the effect that his absence was caused by illness due to any of the foregoing causes, in addition to any other rule or regulation as may be prescribed by the City Manager. For any sick leave absence of five (5) or more consecutive days due to an employee's illness, an employee will be required to provide a physician's certificate stating the nature of the illness and stating that the employee is physically able to return to work. The City retains the light to insist that an employee, before returning to work from a sickness leave, be examined by a physician designated by the City at the City's expense, to verify that the employee can safely return to work.

Section 2.

Sick leave must be taken in one - half($\frac{1}{2}$) hour increments. Employees on any shift may use sick leave to leave and return to work for short period of time in the event of an emergency and with the supervisor's approval for the purpose of doctor's appointments, family illness or family illness related emergencies. Sick leave will not be used for off duty medical appointments that are not contiguous one hour before or one hour after the regular shift hours of a member.

Section 3.

If a member uses no sick leave in any one calendar year, that member shall be credited with an additional 24 hours of vacation leave the following year. If a member uses up to one scheduled work day of sick leave in any one calendar year, that member shall be credited with an additional 16 hours of vacation the following year. If a member uses more than one and up to two scheduled workdays in any one calendar year, that member shall be credited with 8 additional hours of vacation leave the following year. At the employee's option, any additional vacation leave earned can be taken in the form of vacation leave or compensation in cash.

Section 4.

Any City employee who has accumulated at least 800 hours of sick leave credit may, during any calendar year, convert any excess thereof up to 120 hours of sick leave to vacation leave on the basis of sixteen (16) sick leave hours for eight (8) hours vacation leave. Such conversion can only occur the first pay period of December.

Section 5.

For Employees Hired Prior to November 1, 2013

Any member separated from City service for any reason other than termination with just cause shall be paid for all accrued sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 650 hours. A member separated from City service for other than just cause shall be paid for any accumulated and unused sick leave for those hours which exceed 650 on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks' pay.

Upon separation, for any reason other than termination with just cause, of any employee who has completed a minimum of fifteen (15) years of service with the City, all unused sick leave credit will be converted to terminal leave pay on the basis of one (1) days' pay for every two (2) unused sick leave days, to a maximum of sixteen (16) weeks' pay.

Section 6.

For Employees Hired After November 1, 2013

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

ARTICLE 16

SPECIAL LEAVE

Section 1. Special Leave.

A. Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

| | DAYS/HOURS OF LEAVE | |
|----------------------------|---|--|
| Leave for Death of: | Local Funeral | Other Funeral |
| Immediate Family Member | 1-3 days* | 1-5 days* |
| Other Relative | May Use Up To 1 Scheduled Work Day of Accrued Leave | May Use Between 1-3 Scheduled Work Days of Accrued Leave |

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Department Head.

** All leave time with the approval of the Chief of Police.

B. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, stepchild, stepbrother, stepsister and stepparents, grandparents, sister-in-law, brother-in-law and parents-in-law.

C. For the purposes of the article, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

Section 2. Jury Duty Leave.

A member, while serving upon a jury in any court of record in Delaware County or any adjoining county will be paid his regular salary for each of his workdays during work hours during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware.

ARTICLE 17

LONGEVITY COMPENSATION

Members shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of service **AS DEFINED IN ARTICLE 30 SENIORITY, SECTION 1, PARAGRAPH A, AND** according to the following table:

| | |
|--|---------------|
| After five (5) years of continuous service | \$ 600/year |
| After ten (10) years of continuous service | \$ 800/year |
| After fifteen (15) years of continuous service | \$ 1,000/year |
| After twenty (20) years of continuous service | \$1,200/year |
| After twenty (25) years of continuous service | \$1,400/year |

The longevity compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods of June and December of each year.

Upon termination of service for other than just cause, members who are eligible for longevity pay under this section (or in the event of death, the surviving spouse, dependents or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the member's last payment date.

For the purpose of this article continuous years of service shall include approved military leave and any time in paid status.

ARTICLE 18

SHIFT DIFFERENTIAL

Section 1. Shift Differential Pay Rates.

Shift differential pay is hereby established effective the first payroll period following ratification and adoption of this agreement:

NINETY-FIVE CENTS (\$0.95) ~~Eighty cents (\$0.80)~~ per hour for any eligible shift.

Section 2. Eligibility.

Shift differential pay shall be provided all members whose permanently assigned shift includes hours a majority of which occur between 3:00 p.m. and 7:00 a.m. When a temporary change in schedule of ten (10) or more consecutive scheduled shifts occurs, shift differential pay will be at the rate established for the shift being worked.

Section 3. Method of Payment.

Shift differential pay shall be paid for hours in paid status. Shift differential shall be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this article, to an eight-hour workday, the shift differential shall be paid for each hour of overtime worked. The shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is applicable to court appearance time and is applicable to hours worked when called back to duty, if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

ARTICLE 19

UNIFORMS

Section 1.

~~Uniforms shall be the wear for Records Clerk positions.~~ An annual **CLEANING** ~~clothing~~ allowance of \$400 shall be provided for clothing maintenance. Acceptable attire shall present a relaxed professional look.

Section 2.

Each newly hired Records Clerk shall be provided:

10 shirts

One garment: sweater or sweatshirt type

~~Each current employee will be permitted replacement of up to 8 a fiscal year.~~

Each newly hired Community Service Officer shall be provided:

10 shirts

5 pants/shorts

One pair of **SUMMER-WEIGHT** shoes

ONE PAIR OF WINTER BOOTS

Winter Jacket

Light Weight Jacket

One sweater type garment

One winter hat

One summer hat

1 belt

One raincoat

ONE PAIR OF WINTER GLOVES

~~An annual cleaning allowance of \$400~~

Section 3.

~~Annual Replacement/Maintenance/Cleaning Allowance.~~ Each employee shall maintain uniform pieces such that a professional image is presented. **ALL MEMBERS** ~~Each employee~~ shall present any pieces which need replaced to the Chief of Police, or his designee, for inspection, who shall have the sole discretion in determining if replacement is necessary (~~Records staff are~~ not to exceed 8 **REPLACEMENT** garments in any year). Any items reported stolen will also be replaced. Items identified as replaceable shall be appropriately marked, and replacements provided, such that each employee maintains the full complement of serviceable uniforms. Employees shall receive their ~~clothing or~~ cleaning allowance in the 2nd full pay period of January of each year. For employees hired other than the start of a new year, if they are entitled to the above allowance, it would be prorated based on full months of employment for the year.

Section 4. Fitting/Alterations.

- A. Prior to yearly replacement ordering, each employee shall be fitted as required.
- B. Replacement pieces shall be altered for a proper fit upon delivery by the supplier.
- C. Alterations of existing pieces will be approved to compensate for loss of body weight and/or to accommodate unusual fitting requirements.
- D. Alterations intended to change the silhouette of a garment to conform to a desired fashion style will not be approved.

Section 5. Eyeglasses Replacement

One pair of eyeglasses will be replaced for the Community Services Officer under the following circumstances:

- 1) Damaged in the line of duty and not due in any way to the negligence of the employee
- 2) Maximum replacement value of \$300
- 3) Damaged glasses must be turned into the supervisor
- 4) This section is purely at the discretion of the Chief of Police

ARTICLE 20

INSURANCE

Section 20.1. Medical / hospital insurance coverages: the city shall make health care benefits coverages available to members under the City's health care plan. All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan.

Proposed changes to the City's health care plan occurring during the term of this agreement will be presented to the health insurance committee for review and discussion prior to implementation.

The City will utilize its best efforts to ensure that medical/hospital insurance coverage is provided on a uniform basis to all City members. In any event, the coverages and benefit conditions provided to members under this agreement shall be no less favorable than those afforded to non-represented administrative members.

Section 20.2. Cost sharing: Members shall pay; by wage withholding, fifteen percent (15%) for family and single premium coverage. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable tax regulations. Annually, the monthly COBRA rate to be utilized by the city will be established. Subsequent annual changes to the calculated cobra rate will be applied to the monthly employee contributions. The members' contribution shall be paid through a section 125 plan by which the contributions are treated as pre-tax income.

Section 20.3. Opt-out/opt-down waiver of coverage. Members who opt-out of the City's health care plan will be compensated as follows. All payments made under this provision will be included as other pay on the employee's paycheck. This income will be subject to OPERS regulations and all applicable taxes.

- Opt-out (no medical/prescription coverage) = \$100 per month
 - *Families who have both spouses employed full-time by the city will not be eligible to opt-out of the plan. One spouse will carry the full cost of the plan.*
- Opt-down (from family to single medical/prescription coverage) = \$50 per month
 - *An employee who "opts-down" must remain eligible for family coverage*

Section 20.4. Prescription coverage. The City will provide prescription coverage for eligible members under the City's health care plan. Members may not elect to have prescription-only coverage; enrollment in the City's health care plan is required.

Section 20.5. Dental coverage. The City will provide dental coverage for eligible members under the City's health care plan.

Section 20.6. Vision coverage. The City will provide vision coverage for eligible members under the City's health care plan. The City will contribute \$6.00 per month on behalf of the member. The member will be responsible for the balance of the monthly cost of the coverage selected.

Section 20.7. Flexible spending. If the City makes available the option to enroll in flexible spending to non-represented administrative employees, it will be made available to bargaining unit members. Contributions will be subject to IRS code 125 regulations and annual maximum contribution amounts.

Section 20.8. Alternate coverage. Notwithstanding the provisions in section 20.1 above, which provides for health care coverage, the Union agrees that the City may offer alternative health care coverage programs during the term of the agreement. The City shall determine the terms and conditions of such alternative programs. The cost and/or terms and conditions of said programs shall be at the discretion of the City and may be subject to change. Members may enroll or withdraw from said program during open enrollment or due to qualifying change and shall be entitled to the benefits described in section 20.1.

Section 20.9 life insurance. The City will maintain life insurance for full-time members at a face value of ~~\$50,000~~ \$40,000.

ARTICLE 21

HEALTH AND SAFETY

Section 1.

The City agrees to continue to provide a safe and healthy work environment for all employees, consistent with its obligations under law and the Union agrees to cooperate with the City in its efforts to maintain a safe and healthy work environment.

Section 2.

For purposes of this section, "unsafe equipment" and "unsafe conditions" means equipment or conditions which, even if reasonable care and caution are used, present an unreasonable risk of injury to an employee or others. All employees shall promptly report to their supervisor any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

ARTICLE 22

DUES

Section 1. Dues.

The City agrees to deduct from the wages of any employee who is a member of the Union all dues uniformly required. The Union will notify the City by July 1 of each year of the dues it charges and its current membership. All dues collected shall be paid over by the employer once each month to the FOP Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215. The employer shall provide a list each month of all dues paying members as well as a list of all current employees.

ARTICLE 23

JOB POSTING

The City agrees to post or communicate electronically to the department (i.e., e-mail or web-site) all job openings, excluding promotions, for all public employment within the City of Delaware. The City agrees to post or communicate electronically to the department all job openings, including promotions, for all job openings within the department.

Written job postings of all openings shall be posted or communicated electronically in a conspicuous location. Deadline for applications will be listed in the job posting. Normal internal application period will be at least seven (7) days.

Any job opening which has been posted and not filled from that initial posting, internally and/or externally will be posted again internally if the City is again seeking to re-advertise that position.

ARTICLE 24

DEPARTMENT WORK RULES

The administration agrees that, to the extent possible, any work rules which the City may promulgate shall be reduced to writing and a copy provided to each of the covered members in advance of their enforcement. Any charge by a member that a work rule, or department directive is in violation of this agreement or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance.

ARTICLE 25

CITY WORK RULES

Section 1. Establishing.

The City will establish work rules; such rules shall not be in conflict with this contract. Such rules shall be uniformly applied to bargaining unit members.

Section 2. Posting.

When existing work rules and personnel policies are changed or new work rules and personnel policies are established, the City shall furnish the Union with a copy of the changed or new rule at least fifteen (15) days prior to the effective notice of the affected changes. The changed or new work rule or personnel policies shall be posted or communicated prominently for a period of seven (7) consecutive days before becoming effective unless an emergency situation requires work rules or personnel policies to be effective immediately.

Section 3. Notification.

The City will furnish each member of the bargaining unit with a copy of all work rules within thirty (30) days after they become effective. New employees shall be provided with a copy or notified of the location of the work rules at the time of hire. The City agrees that, to the extent possible, any work rules which the City may promulgate shall be reduced to writing and a copy or the location of the copy shall be provided to each of the members, whom the work rule is applicable to, in advance of their enforcement. Any charge by a member that a work rule is in violation of this Agreement or has not been applied or interpreted uniformly to all bargaining unit members shall be a proper subject for a grievance.

Section 4. Enforcement.

Employees shall comply with all work rules.

ARTICLE 26

BALLOT BOXES

Section 1. Ballot Boxes.

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

ARTICLE 27

JOB DESCRIPTION

The City will provide, if requested, a position description for each member of the bargaining unit. If a member requests, the Chief of Police, or his designee, will meet and explain the contents of the position description. The City retains the sole discretion in determining the contents of said position description.

ARTICLE 28

REPORT IN PAY/ CALL IN PAY/COURT PAY

When an employee is to work outside scheduled shift by the appointing authority or his designee he shall be paid or credited with a minimum of three (3) hours straight time pay for the first hour and time and one half for all hours worked, after the first hour. This provision shall apply to employees called in to off duty court appearances. ~~However, this section will not apply to pre-scheduled overtime (overtime scheduled more than seven days in advance), overtime at the end of the shift, and training sessions.~~

ARTICLE 29

LABOR RELATIONS MEETINGS

Section 1.

In the interest of sound labor/management relations, unless mutually agreed otherwise, the Employer and/or his designee(s) shall meet when requested by either the union or the City periodically on a mutually agreeable day and time, with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2.

An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meeting could include but not be limited to the following:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. Consider and discuss health and safety matters relating to employees.

Employees who are off duty will not be compensated for attendance at labor/management meetings.

Section 3.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 4.

Although questions of contract interpretation are appropriate for discussion in these meetings, it is not intended that the meetings replace the collective bargaining process or be used as a forum for trying to alter this Agreement. Although it is intended that the parties can suggest any topic for discussion that relates to terms and conditions of employment, no discussion constitutes a waiver of any of the City's management rights.

ARTICLE 30

SENIORITY

Section 1.

Seniority shall be defined as follows:

- A. Based on total, uninterrupted length of service with the City, as a full or part-time employee, as computed from the employee's last date of hire, for the purposes of vacation accumulation and longevity pay.
- B. Based on length of service with the Police Department, as a full or part-time employee, for the purposes of scheduling vacation, overtime and other compensatory time off, and for promotional opportunities and filling jobs within the department.

Section 2.

An employee shall lose his/her seniority for the following reasons:

- A. Retirement
- B. Resignation
- C. Discharge without the discharge being reversed through the procedures set forth in this agreement or through legal procedures.

Section 3.

In the last quarter of the year a member shall select her shift assignment within her classification by seniority. Shift selections shall go into effect at the beginning of the first posted schedule on or after the first of the following year. Selections must be completed in time to comply with the vacation selection process that must be completed by December 31st.

The Chief may veto a member's shift selection provided the decision to do so is not arbitrary, capricious or without just cause.

ARTICLE 31

FILLING JOBS - WITHIN SAME CLASSIFICATIONS

For filling jobs from within the same classification, said job opening will be offered to employees active at work in the same classification before it is offered outside the classification based upon seniority, efficiency and other relevant factors. The Chief of Police retains the discretion in approving the filling of such job openings.

ARTICLE 32

TUITION REIMBURSEMENT

All full-time employees with one or more years of continuous active service shall be eligible for a reimbursement of instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the City and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

- A. All courses must be taken during other than scheduled working hours. Any situation which, in the discretion of the department head, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses. All scheduled hours for courses of instruction must be filed with the Department Head or his designee. All courses are subject to approval by the Department Head. There must be a direct correlation between the member's duties and responsibilities and the courses taken or the degree program pursued. The City Manager's Office has the sole and final discretion to approve or disapprove tuition reimbursement requests.
- B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.
- C. Employees seeking authorization of a tuition reimbursement must first submit to the Chief of Police for review, prior to September 30 of the year preceding when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of courses, cost, dates and times. Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers, and these must first be approved by the City. Seminars, conferences and workshops are not included.
- D. Reimbursement for tuition will be made when the member satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work) a course and presents an official certificate or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.
- E. No reimbursement will be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph D.

- F. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability), or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

ARTICLE 33

RESIDENCY REQUIREMENT

~~As a condition of continued employment, members must reside within 30 aerial miles of the City limits of the City of Delaware.~~

RESIDENCY REQUIREMENTS ARE DETAILED IN ORDINANCE 23-46, UNDER WHICH CERTAIN EMPLOYEES ARE PERMITTED TO RESIDE WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE STATE, SO LONG AS THEY REMAIN ELIGIBLE FOR RECALL WITHIN ONE (1) HOUR.

ARTICLE 34

INJURY LEAVE

Section 1.

All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

- A. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Assistant City Manager immediately and ensure that a claim is filed with the OIC.
- B. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary OIC forms and other documents as may be required by the City. In the event that the City Manager determines that the injury is NOT employment related, the employee may grieve the decision under the procedures established in the contract. If the decision is upheld by an arbitrator, any time the employee is, or has been, absent from work shall be deducted first from any accrued sick leave, then accrued vacation, or accrued compensatory time off, other than compensatory time for overtime worked.
- C. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.
- D. The City Manager may extend such leave by an additional 120 consecutive working days for employees working a 40-hour workweek, if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension. Such requests shall be made in writing to the City Manager as much prior to the termination of the 30 days as is possible.
- E. Both parties agree that during the life of this agreement, the City may implement a Transitional Work Program in accordance with the Bureau of Workers Compensation guidelines.

ARTICLE 35

UNION RELEASE TIME

The City agrees that the highest-ranking Union official in the bargaining unit or designee may request to be released from duty to participate in F.O.P. functions which have a benefit to the City and the Union. The City agrees that should they grant this release, it shall be with pay. Awarding of such release time is to be at the sole discretion of the City.

ARTICLE 36

MILITARY LEAVE

Section 1.

Employees of the Police Department who are members of the Ohio National Guard, U.S. Air Force Reserves, or the U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay and shall not be required to use vacation leave when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period of up to one month, for each federal fiscal year in which they are performing services in the uniformed services (federal fiscal year is October 1 – September 30. “month” for the purposes of this article means 176 hours). Excepting and providing that when the Chief Executive Officer of the State of Ohio or the Chief Executive Officer of the United States declares that a state of emergency exists, then in that event the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period of up to one month, for each federal fiscal year in which they are performing services in the uniformed services (federal fiscal year is October 1 – September 30. “month” for the purposes of this article means 176 hours). A member shall be paid his regular salary for the period of time so served less whatever amount such member may receive as his military base pay. The employee is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty.

Section 2.

Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States or an Act of Congress, for longer than one month, for each federal fiscal year in which the employee performed service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following (federal fiscal year is October 1 – September 30. “month” for the purposes of this article means 176 hours):

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- B. five hundred dollars (\$500.00).

Section 3.

The employee shall be responsible for notifying the City upon notification to report for military duty. During the period the employee is on leave, he/she shall be compensated for the difference between his normal rate of pay and the rate compensated for his/her military service. It is the employee's responsibility, therefore, to notify the City of the beginning/ending dates of his/her military service and military rate of pay.

Section 4.

Employees required to report for weekend/monthly drills must notify the City prior to the establishment of the next schedule. Failure to do so, on the part of the employee, will result in the time off without compensation.

Section 5.

Employees who have worked for the City long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 6.

An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 7

An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 8.

Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 9.

A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the City.
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.
- D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick Leave - that amount which had been accumulated at the time of entering service.
2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.
3. Automatic Salary Adjustment (step increases).
4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 37

NON-DISCRIMINATION

Section 1.

The City and the union recognize their respective rights and responsibilities under state and federal civil rights laws. The parties agree that, insofar as practicable, the provisions of this agreement shall be applied without regard to race, color, religion, national origin, age, sex, disability, or political affiliation.

Section 2.

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.

The City agrees not to interfere with the rights of the bargaining unit employees to become members of the union, and shall not discriminate, interfere, restrain or coerce any employee because of union membership or because of any employee activity in an official capacity on behalf of the union as long as that activity does not conflict with the terms of this agreement.

Section 4.

The union agrees not to interfere with the right of employees to refrain or resign from membership in the union, and shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the union or involvement in union activities.

ARTICLE 38

RECREATION SERVICES CREDIT

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

CREDITS MAY NOT BE USED TO PURCHASE MEMBERSHIPS OR TO SECURE RENTALS BEYOND THE CALENDAR YEAR FOR WHICH IT IS ISSUED. CREDITS ARE NON-TRANSFERABLE.

ARTICLE 39

SCOPE AND SEVERABILITY

Section 1.

This Agreement supersedes all previous oral and written agreements between the City and the Union and between the City and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreements, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

Section 2.

It is also agreed that during the negotiations leading to the execution of this Agreement, the Union have had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the City or any of its agents with violating in raising a grievance.

Section 3.

In the event any of the provisions of this Agreement shall be declared illegal, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 40

VACATION AND SICK LEAVE TRANSFER AND CARRY OVER

~~A member may not carry over accrued and unused vacation leave from another public employer to the City and will accrue vacation leave and sick leave consistent with this Agreement. Years of total service for the purposes of vacation accrual will be consistent with this Agreement defined as being all periods of permanent full time employment with the City. Members may carry over accrued and unused sick leave from a prior employer under the restrictions established in Article 15, Section 6 (Sick Leave).~~

ARTICLE 40

DURATION OF AGREEMENT

SECTION 1. DURATION.

ALL OF THE PROVISIONS OF THIS AGREEMENT BECOME EFFECTIVE ON JANUARY 1, 2026. THIS AGREEMENT SHALL CONTINUE IN FORCE AND EFFECT UNTIL 11:59 P.M., DECEMBER 31, 2028. EITHER PARTY SHALL GIVE TIMELY WRITTEN OR ELECTRONIC NOTICE IN ACCORDANCE WITH LAW OF INTENT TO MODIFY OR ALTER ANY OR ALL OF THE PROVISIONS OF THIS AGREEMENT UPON EXPIRATION OF THE AGREEMENT.

ARTICLE 41

SIGNATORY AGREEMENT

Section 1.

By affixing appropriate signatures below, the representatives of the Fraternal Order of Police, Ohio Labor Council and the City agree to the terms and conditions of this employment agreement. The language of said foregoing terms and conditions of employment is hereby deemed to be acceptable to both parties and recommended to be forwarded to the Delaware City Council for the necessary legislative approval, ratification and adoption.

Section 2.

Signed and dated at Delaware, Ohio, on the _____ of _____ 2026.

For the City:

For the Union:

Paul J. Brake, City Manager

Cara Shope, Local Representative

Approved as to Form:

Beth Cerda, Local Representative

David Moser, City Attorney

Jessica Franken, FOP/OLC Staff Representative



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Tim Pyle, Fire

ITEM TYPE: Resolutions

AGENDA SECTION: **CONSIDERATION OF RESOLUTION NO. 26-21**

SUBJECT: Resolution No. 26-21, a resolution authorizing and approving an intergovernmental agreement with the Tri Township Joint Fire Department for temporary, intermittent storage of a medic unit at Station 331 and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

[Fact Sheet Re. IGA with Tri Township Fire - Medic Unit.docx](#)

[Resolution 26 -21, Authorizing Fire Dept IGA to store Medic Unit w Tri Twp.doc](#)

[IGA - Tri Township Station 331 Temporary Use - Township Signed.pdf](#)



FACT SHEET

AGENDA ITEM NO: 21

DATE: 4/13/2026

ORDINANCE NO:

RESOLUTION NO: 26-21

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, ICMA-CM, CEcD City Manager

VIA: Tim Pyle, Fire Chief & David Moser, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TRI TOWNSHIP JOINT FIRE DISTRICT FOR TEMPORARY, INTERMITTENT STORAGE OF A MEDIC UNIT AT STATION 331 AND DECLARING AN EMERGENCY.

BACKGROUND:

Current and anticipated road construction on the City's East side, in conjunction with ongoing construction of the City's new Fire Station 305, have prompted the City's Fire Department to examine its ability to provide continued timely and comprehensive Fire and EMS services to that area of the City. Following conversations with the Tri Township Joint Fire District, a practical solution has been developed allowing the City to partner with the Fire District and temporarily store one (1) Medic Unit at the District's Station 331.

REASON WHY LEGISLATION IS NEEDED:

An Intergovernmental Agreement memorializing the terms and conditions of this partnership will help ensure continued, uninterrupted Fire and EMS services to all areas of the City, even during anticipated, upcoming road closures. Sec. 5 of the City Charter requires such Intergovernmental Agreements to be authorized by resolution of Council, and time is of the essence given current road closures.

PRESENTER(S):

David Moser, City Attorney & Tim Pyle, Fire Chief

RECOMMENDATION:

Approval

ATTACHMENT(S)

Resolution

Intergovernmental Agreement

RESOLUTION NO. 26-21

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TRI TOWNSHIP JOINT FIRE DISTRICT FOR TEMPORARY, INTERMITTENT STORAGE OF A MEDIC UNIT AT STATION 331 AND DECLARING AN EMERGENCY.

WHEREAS, there is currently ongoing construction of the City's new Fire Station 305 and roadwork construction involving the City's East side, including but not limited to anticipated closures of US 36 and SR 37; and,

WHEREAS, given these circumstances, the Delaware City Fire Chief has confirmed with the Tri Township Joint Fire District (the "District") Chief an agreement that the City may temporarily and intermittently, as needed, store one (1) of the City's Medic Units at the District's Station 331, located at 1725 Bowtown Road, Delaware, Ohio 43015 ("Station 331"); and,

WHEREAS, this temporary storage will allow the City to continue providing comprehensive and timely Fire and EMS services to the City's East side during such temporary periods of construction; and,

WHEREAS, Section 5 of the City Charter authorizes Council, by resolution, to require an officer of the City to execute an intergovernmental contract with other political subdivisions in relation to the performance of City functions.

NOW THEREFORE, be it resolved by Council of the City of Delaware, State of Ohio that:

SECTION 1. The Intergovernmental Agreement with the Tri Township Joint Fire District providing for the temporary relocation and storage of one (1) Medic Unit at the District's Station 331, in the form presently on file with the City Clerk, is hereby confirmed, approved, and accepted.

SECTION 2. The City Manager, for and in the name of this City, is hereby authorized to execute the Intergovernmental Agreement with the Tri Township Joint Fire District, provided further that the City's approval shall be evidenced conclusively by execution thereof.

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

SECTION 4. EMERGENCY CLAUSE. This Resolution 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 Resolution is required to be immediately effective to permit the City to begin storing its Medic Unit at Station 331 as needed while construction of the City's Station 305 remains underway, and furthermore as a considerable, 45-day closure of SR 37 has commenced as of the date hereof.

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

VOTE ON EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2026

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”), regarding the temporary use of apparatus bay space at Station 331, is made and entered into and effective on *[INSERT DATE]*, 20__ by and between the City of Delaware, Ohio (the “City” or “Delaware”), an Ohio Municipal Corporation, acting through its Fire Department, with offices located at 1 South Sandusky Street, Delaware, Ohio 43015 and the Tri Township Joint Fire District (the “District”) (individually, “Party,” collectively, the “Parties”), collectively composed of members appointed from each of the Boards of Township Trustees for Brown, Delaware, and Troy Townships in Delaware County, Ohio, with an office and principal place of business located at Tri Township Station 331, 1725 Bowtown Road, Delaware, Ohio 43015.

- I. Purpose.** The purpose of this Agreement is to permit the City’s Fire Department to temporarily relocate and store one (1) Medic Unit within Station 331, located at 1725 Bowtown Road, Delaware, Ohio 43015 (“Station 331”), for intermittent time periods when access to portions of the City is materially affected by temporary road closures or similar access impairments.

This Agreement is not intended to create joint staffing, shared dispatch, automatic aid, or joint emergency-response obligations. Its purpose is limited strictly to short-duration apparatus staging and storage for operational continuity.

II. Scope of Use.

- A. Temporary Storage of Medic Unit at Station 331. Throughout the term of this Agreement, the District grants the City permission to temporarily store one (1) Medic Unit in an assigned bay within Station 331 solely for the duration of a qualifying road-closure event within the City.
- B. Duration. Each use shall be short-term and temporary, generally not exceeding twenty-four (24) hours, unless mutually agreed upon at the command-staff level for a specific incident.
- C. Conditions Triggering Use. Use of the Station 331 bay will occur when:
- A roadway is closed; or
 - Access to portions of the City is significantly impaired; and
 - Temporarily staging a Medic Unit at Station 331 would improve response times or operational readiness.

The City, through its Fire Department Chief and command staff, shall provide reasonable advance notice to the District on any qualifying occasion requesting the temporary relocation of the Medic Unit to an available, assigned bay at Station 331.

- D. Operational Control. This Agreement does not assign any operational control regarding equipment and/or fire operations to either participating Party. The Medic Unit and its personnel remain fully under the command and control of the City of Delaware Fire Department. District personnel and equipment similarly remain fully under the command and control of the District. Neither Party shall supervise, direct, or operate the other Party's personnel or equipment unless separately authorized in writing.
- E. No Interference with District Operations. The City will ensure that its temporary presence at Station 331 does not disrupt or obstruct District equipment, response activities, or staffing.

III. Term and Termination. This Agreement shall commence on the Effective Date above and will continue for one (1) year, or until temporary use of apparatus bay space at Station 331 is no longer needed, whichever occurs first. This Agreement may be renewed upon mutual agreement of the Parties in writing. Either Party may cancel or terminate this Agreement at any time by providing thirty (30) days' advance written notice to the other Party. The District may suspend the City's use of Station 331 during periods when space is required for District operations or when safety concerns arise.

IV. Responsibilities of the Parties.

A. Responsibilities of the City.

- Maintain full responsibility for operation, staffing, and security of the Medic Unit.
- Ensure personnel follow all reasonable on-site instructions from District command regarding safety and logistics.
- Keep the Station 331 area used free of trash, equipment, clutter, obstructions, or damage.
- Immediately remove the Medic Unit upon cessation of the road-closure condition.

B. Responsibilities of the District.

- Make one (1) apparatus bay space available when requested by the City, contingent on operational availability.
- Provide reasonable access to restroom and common-area facilities already used by firefighters and other personnel when City Fire Department staff relocate the Medic Unit to Station 331.
- Notify the City if a bay becomes unavailable due to District operational needs and/or emergency circumstances.

V. **Cost Allocation.** This Agreement is intended only as a cooperative service agreement and no fees or charges shall be assessed by either Party for the temporary

use of space at Station 331 unless otherwise agreed in writing. Each Party shall bear its own operational costs relative to the uses provided under this Agreement.

- VI. Liability, Risk, and Indemnity.** As political subdivisions of the State of Ohio, the Parties are prohibited from indemnifying each other under this Agreement and hereby affirmatively will not indemnify each other for any claims or disputes arising from this Agreement. Each Party is solely responsible for the negligent acts or omissions of its own officers, employees, and agents committed in connection with this Agreement. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities of either Party under applicable law.

- VII. Property Damage and Facilities Use.** The City shall be responsible for repairing or reimbursing the District for any damage to District property caused by the City's personnel or equipment beyond ordinary wear and tear. In turn, the District shall be responsible for any damage to the City's Medic Unit caused by the District's personnel or equipment.

- VIII. Insurance.** Each Party shall maintain its own insurance or self-insurance coverage consistent with Ohio law and customary public-entity risk-management practices, and will provide proof to the other Party upon reasonable request.

- IX. Communications.** Notifications and communications relating to this Agreement will be coordinated between the City of Delaware Fire Department Command Staff and the Tri Township Fire District Command Staff. The Parties may establish additional standard operating procedures to guide activation, entry, bay assignment, and demobilization.

- X. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 20__.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF DELAWARE, OHIO

BY: _____
Paul J. Brake, City Manager

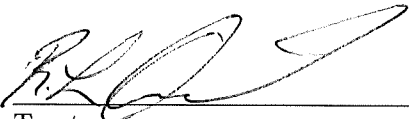
Date _____

Approved as to Form:


BY: _____
David C. Moser, City Attorney

Date _____

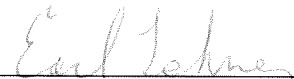
**TRI TOWNSHIP JOINT FIRE DISTRICT,
BOARD OF TRUSTEES**

BY: 
Trustee

Date 03/25/2026

BY: 
Trustee

Date 03/25/2026

BY: 
Trustee

Date 03/25/2026



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Paul Brake, City Manager Office

ITEM TYPE: Staff Reports

AGENDA SECTION: CITY MANAGER'S REPORT

SUBJECT: March 2026 Contract Approvals

SUGGESTED ACTION:

ATTACHMENTS:
[Contract Approvals Mar 2026.pdf](#)

| CONTRACT APPROVALS - March 2026 | | | | |
|--|---|---------------------------|-------------------|-------------|
| VENDOR | EXPLANATION OF AGREEMENT | 2026 Amount | DEPARTMENT | DATE |
| Julian Grube | Advisory Services | \$5,520.00 | Finance | 3/2/2026 |
| Ferguson Construction | CO 4 - Provide Payment for 3rd Party Testing | \$0.00 | Fire Dept. | 3/2/2026 |
| Playcore Wisconsin | Installation of splash pad at Unity Park | \$127,960.68 | Parks & Rec | 3/2/2026 |
| Prime AE Group | Utility construction/inspection svcs 42 watermain and sewer extension | \$150,504.00 | Public Utilities | 3/2/2026 |
| Power Solutions Group | Annual Electrical Testing | \$32,172.00 | Public Utilities | 3/2/2026 |
| Ohio Power Company | South Industrial Loop AEP Easement Acquisition | \$44,510.00 | Public Utilities | 3/3/2026 |
| Ferguson Construction | CO 2 - Credit for supplies | -\$23,135.01 | Fire Dept. | 3/5/2026 |
| Ferguson Construction | CO 3 - Credit for materials | -\$5,411.99 | Fire Dept. | 3/5/2026 |
| Ferguson Construction | CO 5 - Credit for substituting plumbing materials | -\$861.08 | Fire Dept. | 3/6/2026 |
| Longstretch, Inc. | 2026-2028 Niche Engraving | \$10,000.00 | Parks & Rec | 3/6/2026 |
| Ohio Dept of Natural Resources | Natureworks Local Assistance Grant | Not to exceed \$51,657.00 | Parks & Rec | 3/6/2026 |
| Ferguson Construction | CO 6 - Allowance for increased furniture costs | \$67,677.19 | Fire Dept. | 3/20/2026 |
| Ferguson Construction | CO 7 - Remove hydraulic tank and fluid | \$33,235.03 | Fire Dept. | 3/20/2026 |
| Power Solutions Group | WTP Maintenance | \$35,237.00 | Public Utilities | 3/20/2026 |
| Wilson, Shannon & Snow | 2025 Audit | \$105,000.00 | Finance | 3/23/2026 |
| Ferguson Construction | CCD01 - Demolish existing wall | N/A | Fire Dept. | 3/23/2026 |
| Mid-City Electric | Unity Community Ctr Electric Modernization | \$15,500.00 | Facilities | 3/24/2026 |
| Colter Customs | Station 301 Exterior Staircase | \$9,309.70 | Facilities | 3/24/2026 |
| Securitas Technology | Replacement of UPS Units | \$7,000.00 | IT | 3/24/2026 |
| Fechko Excavating | South Ind Loop water and sewer | \$4,401,771.25 | Public Utilities | 3/24/2026 |
| Soil and Evn. Consulting | Kingsbury Park soil testing | \$2,000.00 | Public Works | 3/24/2026 |
| Ohio EPA | Env. Covenant for Hidden Valley Golf Course | N/A | Public Utilities | 3/31/2026 |
| Cintas | Fire Extinguisher Service | \$2,000.00 | Public Utilities | 3/31/2026 |