

**CITY OF DELAWARE  
CITY COUNCIL REGULAR MEETING  
CITY HALL - COUNCIL CHAMBERS  
1 S. SANDUSKY ST.  
6:30 PM CITIZEN ACADEMY GRADUATION  
7:00 PM REGULAR MEETING**

**AGENDA**

**7:00 PM**

**MAY 22, 2023**

MEETINGS WILL BE STREAMED LIVE AT CITY HALL UNDER "EVENTS" AT  
WWW.DELAWAREOHIO.NET.

**6:30 PM CITIZEN ACADEMY GRADUATION**

**7:00 PM REGULAR MEETING**

1. **ROLL CALL**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MOTION SUMMARY**
  - A. Approval of the motion summary from the regular meeting of City Council held on May 8, 2023, as recorded and transcribed.
5. **CONSENT AGENDA**
  - A. Acceptance of the motion summary of the Airport Commission meeting held on October 20, 2022, as recorded and transcribed.
  - B. Acceptance of the motion summary of the Sister City Advisory Board meeting held on January 10, 2023, as recorded and transcribed.
  - C. Acceptance of the motion summary of the Board of Zoning Appeals meeting held on March 8, 2023, as recorded and transcribed.
  - D. Acceptance of the motion summary of the Finance Committee meeting held on April 27, 2023, as recorded and transcribed.
  - E. Resolution No. 23-38, a resolution appointment Council Members to various committees, commissions, and/or boards.
  - F. Resolution No. 23-39, a resolution to designate the Assistant City Manager as the Municipal Representative to Delaware County Land Reutilization Corporation Board of Directors.

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

- **ATTEND OPEN MEETING:** Open meetings have resumed and will be held in Council Chambers. Sign in forms to speak will be 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 Council and submitted into the record. These items will not be read aloud during the meeting but will be available on the website following the meeting at the end of the next business day. Send to [emccloskey@delawareohio.net](mailto:emccloskey@delawareohio.net). **Name and address are required. PLEASE NOTE SUBMISSION TIME.**

7. **PRESENTATION**

- A. Proclamation recognizing Rutherford B. Hayes Students Adam Fronduti, Paul Gabel, Jacob Payne, Meg Wolf, and Rosemary Cranston for their accomplishments participating in The App Development Challenge by the Space Communications and Navigation Program at NASA
- B. Update on the Humane Society of Delaware County by Jana Cassidy, Executive Director

8. **COMMITTEE REPORTS**

9. **7:30 PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 23-34**

Ordinance No. 23-34, an ordinance approving a Zoning Amendment request by T&R Properties for the Greenwood Commons Master Plan on approximately 61.627 acres on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and located at 340 Lake Street and east of Joy Avenue.

10. **7:30 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 23-35**

Ordinance No. 23-35, an ordinance approving a Conditional Use Permit request by T&R Properties allowing the placement for a PMU (Planned Mixed Use Overlay District) to be established for Greenwood Commons on approximately 3.97 acres located east of Joy Avenue denoted as Sub-Area C in the Greenwood Commons Master Plan.

11. **SECOND READING OF ORDINANCE NO. 23-36**

Ordinance No. 23-36, an ordinance approving a Preliminary Development Plan request by T&R Properties for Greenwood Commons on approximately 61.627 acres located at 340 Lake Street and east of Joy Avenue.

12. **SECOND READING OF ORDINANCE NO. 23-37**

Ordinance No. 23-37, an ordinance authorizing and approving a Pre-Annexation Agreement for 107.55± acres known as the Donovan Farms, LLC and located west of South Houk Road, east of South Section Line Road, north of properties fronting on Pittsburgh Drive, and south of the development known as Boulder Farms and declaring an emergency.

13. **CONSIDERATION OF ORDINANCE NO. 23-38**



Ordinance No. 23-38, an ordinance accepting the annexation of 13.953 acres of land, more or less, description and map are attached hereto as exhibits “A” and “B” for the annexation known as Vernon Ventures LLC., annexation by Michael R. Shade, agent for the petitioners.

**14. CONSIDERATION OF RESOLUTION NO. 23-40**

Resolution No. 23-40, a resolution accepting negotiated changes to the Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers' Bargaining Unit) Employees Agreement with the City of Delaware.

**15. CONSIDERATION OF RESOLUTION NO. 23-41**

Resolution No. 23-41, a resolution accepting negotiated changes to the Fraternal Order of Police, Ohio Labor Council Inc. (Supervisors' Bargaining Unit) Employees Agreement with the City of Delaware.

**16. FINANCE DIRECTOR'S REPORT**

A. 2022 Impact Fee Report

B. April Finance Report

**17. CITY MANAGER'S REPORT**

**18. COUNCIL COMMENTS**

**19. ADJOURNMENT**



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Motion Summary

**AGENDA SECTION:** **APPROVAL OF MOTION SUMMARY**

**SUBJECT:** Approval of the motion summary from the regular meeting of City Council held on May 8, 2023, as recorded and transcribed.

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[20230517115816132.pdf](#)

**RECORD OF PROCEEDINGS**

Minutes of

Delaware City Council

Meeting

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

Held May 8 2023

The regular meeting of Council held on May 8, 2023, was called to order at 6:30 p.m. and held in Council Chambers. The following members of Council were present: First Ward Stephen Tackett, Second Ward Adam Haynes, Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large Catlin Frazier, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle who presided.

Staff Present: Dave Efland, Planning and Community Development Director, Adam Moore, Police Chief, Jonathan Owen, Deputy City Engineer, Alycia Ballone, Director of Budget, Management & Procurement, Rob Alger, Finance Director, Tim Pyle, Interim Fire Chief, Natalia Harris, City Attorney, Kyle Kridler, Assistant City Manager and Tom Homan, City Manager

**ITEM 2: EXECUTIVE SESSION:** Pursuant to Ohio Revised Code Section 121.22 (G)(1), personnel, Section 121.22 (G)(2), acquisition of property for public purpose, Section 121.22 (G)(3) pending or imminent court action, and Section 121.22 (G)(4) preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Vice-Mayor Shafer motioned to enter executive session p to Ohio Revised Code Section 121.22 (G)(1), personnel, Section 121.22 (G)(2), acquisition of property for public purpose, Section 121.22 (G)(3) pending or imminent court action, and Section 121.22 (G)(4) preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment, seconded by Ms. Frazier. Motion approved by a 7-0 vote. Council entered executive session at 6:33 pm with the following members present for discussion: Second Ward Adam Haynes, Third Ward Cory Hoffman, Fourth Ward Drew Farrell, At-Large Catlin Frazier, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle. The following staff were present for executive session: Natalia Harris, City Attorney, Kyle Kridler, Assistant City Manager and Tom Homan, City Manager. At 6:50 pm it was moved by Vice-Mayor Shafer to enter back into open session, seconded by Mr. Farrell. Motion approved by a 7-0 vote.

Mayor Riggle reconvened the regular meeting of City Council at 7:00 pm.

**ITEM 3: INVOCATION**

The invocation was delivered by Pastor Jennifer Casey, William Street United Methodist Church

**ITEM 4: PLEDGE OF ALLEGIANCE**



**RECORD OF PROCEEDINGS**

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

May 8

23

Held

20

**ITEM 5: APPROVAL OF MINUTES**

- A. Approval of the Motion Summary of the regular meeting of City Council held on April 24, 2023, as recorded and transcribed.
- B. Approval of the Motion Summary of the work session meeting of City Council held on May 1, 2023, as recorded and transcribed.

**Motion:** Vice-Mayor Shafer motioned to approve the motion summary of the regular meeting of Council held on April 24, 2023, as recorded and transcribed, and the work session meeting of City Council held on May 1, 2023, as recorded and transcribed, seconded by Mr. Tackett. Motion approved by a 7-0 vote.

**ITEM 6: CONSENT AGENDA**

- A. Acceptance of the Motion Summary of the Planning Commission meeting held on April 19, 2023, as recorded and transcribed.
- B. Acceptance of the Motion Summary of the Shade Tree Commission meeting held on February 28, 2023, as recorded and transcribed.
- C. Acceptance of the Motion Summary of the Finance Committee meeting held on March 29, 2023, as recorded and transcribed.
- D. Acceptance of the Motion Summaries of the Civil Service Commission meeting held on January 4, 2023 and April 5, 2023, as recorded and transcribed.
- E. Resolution No. 23-25, a resolution appointing members to various boards, commissions, and/or committees, and specifying the term of the appointments.
- F. Establish May 22, 2023 @ 7:30 PM as a date and time for a public hearing and second reading at City Hall for Ordinance No. 23-34, an ordinance approving a Zoning Amendment request by T&R Properties for the Greenwood Commons Master Plan on approximately 61.627 acres on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and located at 340 Lake Street and east of Joy Avenue and Ordinance No. 23-35, an ordinance approving a Conditional Use Permit request by T&R Properties allowing the placement for a PMU (Planned Mixed Use Overlay District) to be established for Greenwood Commons on approximately 3.97 acres located east of Joy Avenue denoted as Sub-Area C in the Greenwood Commons Master Plan.

**Motion:** Vice-Mayor Shafer motioned to approve the Consent Agenda, seconded by Mr. Tackett. Motion approved by a 7-0 vote.

**ITEM 7: STAFF INTRODUCTIONS**

**PLANNING**

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

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

May 8

23

Held

20

1. David Gentile, Development Planner
2. John Muncy, Building Inspector II

## FINANCE

1. Marla Edington, Finance Specialist
2. Sondra Strahm, Accounting Specialist
3. Kari Brown, Accounting Specialist
4. Christine Lemanski, Clerical Specialist
5. Diana Sanfillipo, Clerical Specialist

## **ITEM 8: LETTERS, PETITIONS, AND PUBLIC COMMENTS**

The following individuals submitted public comment during the meeting:

Josie Bonnette  
Delaware Public Health District  
1 West Winter Street  
Delaware, Ohio

Josie Bonnette provided an update on the move to the new building locations and the hours and days open at the Sunbury location while completing the move.

## **ITEM 9: PRESENTATION**

- A. Proclamation recognizing National Police Week and Peace Officer's Memorial Day presented to Police Chief Adam Moore

## **ITEM 10: COMMITTEE REPORTS**

Ms. Frazier provided an update on public comment received at the Airport commission meeting regarding key card access to the building and the upcoming Muirfield Memorial Tournament.

Vice-Mayor Shafer will be attending the Finance Committee meeting on May 17 for further review of the Financial Review Task Force Committee report and to make a recommendation to Council on moving forward.

Mr. Hoffman attending the Planning Commission meeting and notified Council of the upcoming Board of Zoning Appeals meeting.

Mr. Haynes attended the Civil Service Commission meeting where there was an update to the list of recruits and a discussion looking at different solutions to recruitment.

Mayor Riggle attended a Central Ohio Mayors and Manager meeting. She will be unable to attend the upcoming Sister City Advisory Board meeting.



**RECORD OF PROCEEDINGS**

Minutes of

Delaware City Council

Meeting

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

May 8

23

Held \_\_\_\_\_ 20 \_\_\_\_\_

**ITEM 11: ORDINANCE NO. 23-31** [Public Hearing and Second Reading]

AN ORDINANCE FOR CHAMBERLIN QUARTERS LLC., APPROVING A REZONING AMENDMENT FROM A-1 (AGRICULTURAL DISTRICT) TO O (OFFICE DISTRICT) ON APPROXIMATELY 8.31 ACRES LOCATED NORTH OF BOWTOWN ROAD AND SOUTH OF STATE ROUTE 521.

The Clerk read the ordinance for the second time. There was no public participation and Mayor Riggle closed the public hearing.

**APPLICANT:**

Jason Sanson  
827 Cover Bridge Drive  
Delaware, Ohio

Mr. Sanson discussed suggested uses for the development to support the County.

**Motion:** Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 23-31, seconded by Ms. Frazier. Motion approved by a 7-0 vote.

**Motion:** Vice-Mayor Shafer motioned to approve Ordinance No. 23-31, seconded by Ms. Frazier. Motion approved by a 7-0 vote.

**ITEM 12: ORDINANCE NO. 23-23** [Second Reading]

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR THE PITTSBURGH DRIVE INDUSTRIAL PARK ON APPROXIMATELY 20.89 ACRES ON PROPERTY ZONED M-2 (GENERAL MANUFACTURING DISTRICT) AND LOCATED ON THE SOUTHEAST CORNER OF SOUTH SECTION LINE ROAD AND PITTSBURGH DRIVE.

The Clerk read the ordinance for the second time. This ordinance was tabled at the April 10, 2023 meeting for a second reading on May 8, 2023.

**APPLICANT:**

Chris Bradley  
6760 Colt Court  
Delaware Ohio

**Motion:** Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 23-23, seconded by Ms. Frazier. Motion approved by a 7-0 vote.

**RECORD OF PROCEEDINGS**

Minutes of

Delaware City Council

Meeting

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

May 8

23

Held \_\_\_\_\_ 20 \_\_\_\_\_

**Motion:** Vice-Mayor Shafer motioned to approve Ordinance No. 23-23, seconded by Ms. Frazier. Motion approved by a 7-0 vote.

**ITEM 13: ORDINANCE NO. 23-32** [First Reading]

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENT WITH TCC DELAWARE II, LLC, THE CITY OF DELAWARE, DELAWARE CITY SCHOOLS AND THE DELAWARE AREA CAREER CENTER FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON PARCELS #41922001006006 AND #41922001006008 ON PITTSBURGH DRIVE AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time. Mr. Hughes reviewed the proposed agreement.

APPLICANT:

Chris Bradley  
6760 Colt Court  
Delaware Ohio

**Motion:** Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 23-32, seconded by Ms. Frazier. Motion approved by a 7-0 vote.

**Motion:** Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 23-32, seconded by Ms. Frazier. Motion approved by a 7-0 vote.

**Motion:** Vice-Mayor Shafer motioned to approve Ordinance No. 23-32, seconded by Ms. Frazier. Motion approved by a 7-0 vote.

**ITEM 14: ORDINANCE NO. 23-33** [First Reading]

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

The Clerk read the ordinance for the first time. Mr. Kridler provided background information on the recommended changes that come from the recent compensation study.

**Motion:** Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 23-33, seconded by Mr. Farrell. Motion approved by a 7-0 vote.



**RECORD OF PROCEEDINGS**

Minutes of

Delaware City Council

Meeting

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

Held May 8 2023

**Motion:** Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 23-33, seconded by Mr. Farrell. Motion approved by a 7-0 vote.

**Motion:** Vice-Mayor Shafer motioned to approve Ordinance No. 23-33, seconded by Mr. Farrell. Motion approved by a 7-0 vote.

**ITEM 15: ORDINANCE NO. 23-34** [First Reading]

AN ORDINANCE APPROVING A ZONING AMENDMENT REQUEST BY T&R PROPERTIES FOR THE GREENWOOD COMMONS MASTER PLAN ON APPROXIMATELY 61.627 ACRES ON PROPERTY ZONED A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED AT 340 LAKE STREET AND EAST OF JOY AVENUE.

The Clerk read Ordinance No. 23-34 for the first time. Ordinance No. 23-34 will be presented for a public hearing and second reading on May 22, 2023, at 7:30 p.m.

**ITEM 16: ORDINANCE NO. 23-35** [First Reading]

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY T&R PROPERTIES ALLOWING THE PLACEMENT FOR A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR GREENWOOD COMMONS ON APPROXIMATELY 3.97 ACRES LOCATED EAST OF JOY AVENUE DENOTED AS SUB-AREA C IN THE GREENWOOD COMMONS MASTER PLAN.

The Clerk read Ordinance No. 23-35 for the first time. Ordinance No. 23-34 will be presented for a public hearing and second reading on May 22, 2023, at 7:30 p.m.

**ITEM 17: ORDINANCE NO. 23-36** [First Reading]

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUEST BY T&R PROPERTIES FOR GREENWOOD COMMONS ON APPROXIMATELY 61.627 ACRES LOCATED AT 340 LAKE STREET AND EAST OF JOY AVENUE.

The Clerk read Ordinance No. 23-36 for the first time. Ordinance No. 23-36 will be presented for a second reading on May 22, 2023.

**ITEM 18: ORDINANCE NO. 23-37** [First Reading]

AN ORDINANCE AUTHORIZING AND APPROVING A PRE-ANNEXATION AGREEMENT FOR 107.55± ACRES KNOWN AS THE DONOVAN FARMS, LLC AND LOCATED WEST OF SOUTH HOUK



RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

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

Held May 8 2023

ROAD, EAST OF SOUTH SECTION LINE ROAD, NORTH OF PROPERTIES FRONTING ON PITTSBURGH DRIVE, AND SOUTH OF THE DEVELOPMENT KNOWN AS BOULDER FARMS AND DECLARING AN EMERGENCY.

The Clerk read Ordinance No. 23-37 for the first time. Ordinance No. 23-37 will be presented for a second reading on May 22, 2023.

ITEM 19: ORDINANCE NO. 23-01 [Fourth Reading]

AN ORDINANCE ACCEPTING THE ANNEXATION OF 107.55± ACRES OF LAND MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE DONOVAN FARMS, LLC ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

The Clerk read the ordinance for the fourth time.

Motion: Vice-Mayor Shafer motioned to approve Ordinance No. 23-01, seconded by Mr. Farrell. Motion approved by a 7-0 vote.

ITEM 20: CITY MANAGER'S REPORT

Mr. Homan provided an update on the Point Groundbreaking event. He discussed the upcoming meeting with Councilman Haynes at the Unity Community Center. He is planning a work session on June 5, 2023 to discussed the Finance Committee's recommendations on the Financial Review Task Force Report. He also discussed trying to schedule a joint meeting with Delaware City Schools and due to their schedule, the meeting is tentatively scheduled for October 2, 2023.

ITEM 21: COUNCIL COMMENTS

Mr. Haynes provided information on the May 18 meeting for the Second Ward at the Unity Community Center. He also reminded Council on the upcoming House Games for the high school on May 12.

Mr. Hoffman discussed being a guest judge at Dempsey Middle School for a Shark Tank exercise. He discussed hoping to meet with the schools earlier than October. He also provided praise on the recently held First Friday event.

Mr. Farrell said due to his work schedule he is unable to attend daytime events such as the Point Groundbreaking and House Games. He was recently invited to the Kensington Place Homeowners Association meeting and will be attending the upcoming Kiwanis Evening Group meeting to discuss Lake Street redevelopment.

Mr. Tackett voiced concerns over the lack of lighting in Park View and requested that this is addressed immediately for safety concerns.

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

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

Held May 8 2023

Ms. Frazier discussed she is excited to attend the high school for the House Games.

Vice-Mayor Shafer will be attending a MORPC meeting this week. He also expressed his appreciation for our Police Department as we recognize National Police Week.

Mayor Riggle also attended Dempsey Middle School last week to speak. She discussed at the Mayor and Mangers meeting that there were great ideas discussed on the topic of alleyways.

**ITEM 22: ADJOURNMENT**

**Motion:** Vice-Mayor Shafer motioned to adjourn the meeting. The meeting was adjourned at 7:55 p.m.

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

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



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Motion Summary

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** Acceptance of the motion summary of the Airport Commission meeting held on October 20, 2022, as recorded and transcribed.

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[20221020 airport motion summary.pdf](#)

**AIRPORT COMMISSION  
MOTION SUMMARY  
OCTOBER 20, 2022**

ITEM 1. Roll Call

The Clerk called the meeting to order at 6:35 p.m.

Members Present: John Lewis, Chris Acker, Eric Everson, Timothy Smith,  
Council Representative Catlin Frazier

Members Absent: Walt Gaub

Staff Present: Kevin Piatt, Airport Operations Supervisor and Bill Ferrigno,  
Public Works Director/City Engineer

**Motion to Excuse:** Chairperson Everson motioned to excuse Mr. Gaub,  
seconded by Mr. Smith. Motion approved by a 5-0 vote.

ITEM 2. APPROVAL of the Motion Summary of the meeting of the Airport  
Commission held on July 21, 2022, as recorded and transcribed.

**Motion:** Chair Everson moved to approve the Motion Summary of the meeting  
of the Airport Commission held on July 21, 2022, as recorded and transcribed,  
seconded by Mr. Lewis. Motion approved by a 5-0 vote.

ITEM 3. PUBLIC COMMENT

There was no public participation for the meeting.

ITEM 4. UPDATE AND DISCUSSION

A. 2023 Hangar Lease Agreement

Mr. Ferrigno reviewed the changes to the lease agreement and discussed the changes to the rental late fee timeline, conditions in Section 4 that allows for a right to terminate the agreement, and Section 5 language that the City can not guarantee every aspect of airport to be open and are not subject to reimbursement. He discussed that changes to the hangar lease and tie down agreement is to promote a active airport and to not be a storage facility. Mr. Lewis discussed FAA regulations that allow storage of items as long as primary purpose is storage of aircraft. Mr. Ferrigno addressed the concerns from the fire department on having additional fuel and engines with fuel stored in the hangars. Chairman Everson saw the benefit of having storage for tools and maintenance equipment. Vice-Chair Smith discussed having the wording changed to allow for

maintenance equipment and questioned the language regarding storing hazardous materials. Mr. Acker voiced that the purpose of the hangar is not to be a storage unit. The commission did not recommend changes to allow for storage at this time. Additional discussion was related to Section 13, Ground Hangar Keepers Liability.

B. Aero Precision Update

Mr. Piatt informed that Aero Precision Limited is the aircraft maintenance at the airport and that the partnership has been affected by the recent death of one of the owners and working with the estate. The commission voiced support to have an interim contract if needed with the other partners.

C. Fuel Sales and Pricing Discussion

Mr. Piatt discussed fuel cost is constantly changing. He discussed current pricing for low lead fuel and jet fuel. Low lead fuel prices can be more volatile and if buy while prices are high then cuts into profit margins or need to keep prices up. He reviewed that pricing fuel they look at a 50-mile radius of fuel sales to use as comparisons. Staff plans to come before the Commission with a revised pricing strategy.

D. FAA ACIP Update

Mr. Ferrigno reviewed the 10-year ACIP. He discussed the Apron A Expansion project in which the FAA has now indicated that there is funding available. He discussed other projects listed and funding availability. Chairman Everson discussed learning about the future of electric charging for aircrafts.

E. Mill and overlay of T-Hanger Access Drive Project

Mr. Piatt provided photos of before and after of the project. There will be additional drainage pipe placed along the fencing that will assist with flooding in the area. This project was not grant eligible as it was not accessible to aircraft.

ITEM 5. STAFF COMMENTS

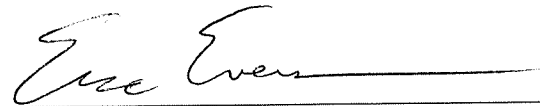
Mr. Piatt provided an update on traffic and fuel sales from Muirfield traffic.

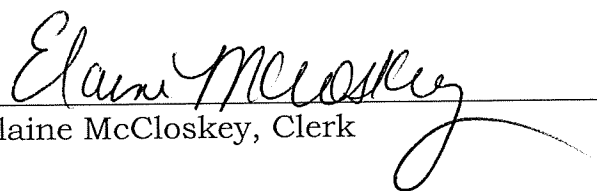
ITEM 6. MEMBER COMMENTS

ITEM 7. ADJOURNMENT

**Motion:** Chairman Everson moved to adjourn the meeting, seconded by Mr.

Lewis. The Airport Commission meeting adjourned at 7:48 p.m.

  
\_\_\_\_\_  
Chairperson

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



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Motion Summary

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** Acceptance of the motion summary of the Sister City Advisory Board meeting held on January 10, 2023, as recorded and transcribed.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[20230110 sister city motion summary.pdf](#)



**SISTER CITY ADVISORY BOARD  
MOTION SUMMARY  
JANUARY 10, 2023**

ITEM 1. ROLL CALL

Chairman Guebert called to order the Sister City Advisory Board at 6:00 p.m.

Members Present: Darrell Albon, Franz Gruber, Mark Hurley, Vice-Chair Karen Waselko, Mayor Carolyn Kay Riggle and Chairman Rand Guebert

Members Absent: Suzanne Williams

Staff Present: Kyle Kridler, Assistant City Manager

**Motion to Excuse:** Mayor Riggle motioned to excuse Ms. Williams, seconded by Mr. Gruber. Motion approved by a 6-0 vote.

ITEM 2. APPROVAL of the Motion Summary

- A. Approval of the Motion Summary of the Sister City Advisory Board meeting held on October 11, 2022, as recorded and transcribed.

**Motion:** Mayor Riggle motioned to approve the Sister City Advisory Board meeting held on October 11, 2022, as recorded and transcribed, seconded by Mr. Albon. Motion approved by a 6-0 vote.

ITEM 3. UPDATE ON JAPAN GRASS ROOTS SUMMIT

Chairman Guebert recognized Dr. Ben Pachter, JASCO, that attended virtually at the previous meeting. Mr. Kridler discussed that he recently attended a JASCO sake tasting event with other communities that will be participating in the Summit. These cities include: Worthington, Dublin, Columbus, Marysville, Bellefontaine and Delaware. He discussed that he will be attending a Planning Committee meeting for the Summit tomorrow and will be able to provide more updates later. The tentative schedule currently for the event is participants will arrive on September 19 to Columbus. They will have a local tour of the Columbus area and attend an opening event at the State House on September 20. Eight to ten participants will arrive to Delaware on Thursday with a welcome at the Delaware County Historical Society. They will remain with their host families from Thursday to Saturday and will return for a closing ceremony at the Columbus Zoo on Sunday. They depart back to Japan on Monday. While in Delaware the participants will attend the DElaware County Fair Jug event on thursday. He discussed working with Main Street Delaware for a buisness tour



of the downtown on Friday and a tour of OWU Ross Art Museum. He also discussed having a dinner hosted by OWU this evening. Saturday will be a free day with the host families.

#### ITEM 4. CITY UPDATES

##### A. Sakata, Japan

There have been no official confirmation if Sakata will be sending students in the Fall of 2023 to Dempsey Middle School.

##### B. Baumholder, Germany

Mr. Albon discussed that Dr. Martin is hoping to have the OWU Men's Soccer Team visit Baumholder in August. The Clerk discussed reaching out to Bernd Mai to set up a virtual meeting.

##### C. Paraguay

Chairman Guebert discussed contacting the Ambassador and his staff on the City's criteria for a Sister City. The Board recommended that Chairman Guebert provide the Ambassador the criteria and Mayor Riggle also to follow up with a letter to express the interest of a relationship.

#### PUBLIC COMMENT:

Frank Hickman  
Waldo, Ohio

Mr. Hickman serves on the Rutherford B. Hayes Committee and discussed that it makes sense to have a relationship with Paraguay based on the connection of President Hayes and Paraguay.

#### ITEM 5. ITEMS OF DISCUSSION

##### A. Approval of Amendments to Sister City Adoption Criteria Process

Mr. Guebert reviewed the changes to the criteria to show that there was a change of a nine member board to seven members.

**Motion:** Mr. Albon motioned to adopt the new Sister City Criteria and process, seconded by Mr. Gruber. Motion approved by a 6-0 vote.

##### B. Delaware City School Trips

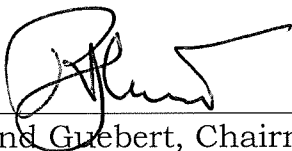
Chairman Guebert and the Board discussed making arrangements to have a more annual student trip with the middle school and high school. Mayor

Riggle voiced concerns on having both student groups travel together and that it should be a middle school trip and a separate high school trip. Vice-Chair Waselko was in agreement and also expressed that the high school students would not want to travel with the middle school and that it would be beneficial to the high school students to travel to a country where they can try to speak the language. Mayor Riggle recommended that middle school travel to Japan, high school to Paraguay, and the college to Baumholder. Also discussed was how to organize parents, which students would be picked and fundraising for travel. The Board recommended that Chairman Guebert, Vice-Chair Waselko and Ms. Williams meet separately to discuss these issues.

ITEM 6. NEXT MEETING DATE: April 11, 2023

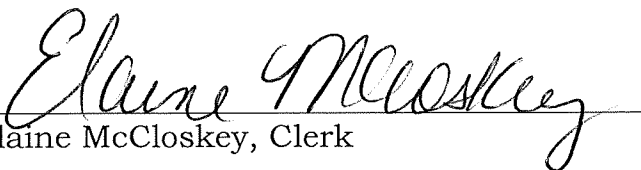
ITEM 7. ADJOURNMENT

**Motion:** Mayor Riggle moved to adjourn the Sister City Advisory Board Meeting. The meeting adjourned at 6:56 p.m.




---

Rand Guebert, Chairman




---

Elaine McCloskey, Clerk



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Motion Summary

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** Acceptance of the motion summary of the Board of Zoning Appeals meeting held on March 8, 2023, as recorded and transcribed.

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[20230308 bza motion summary.pdf](#)

**BOARD OF ZONING APPEALS  
MOTION SUMMARY  
MARCH 8, 2023**

ITEM 1. Roll Call

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

Members Present: Dustin Nanna, Michael Schwab, Robert Whitmore, Beth Fisher, Brett Latta, Chairman Ben Dariano

Members Absent: Councilman Cory Hoffman

Staff Present: Jordan Selmek, Zoning Administrator, Anna Kelsey, Development Planner, David Gentile, Development Planner

**Motion to Excuse:** Mr. Latta motioned to excuse Councilman Hoffman, seconded by Mr. Nanna. Motion approved by a 6-0 vote.

ITEM 2. ELECTION OF CHAIRPERSON/VICE-CHAIRPERSON

**Motion:** Ms. Fisher motioned to nominate Ben Dariano for Chairperson. There were no other nominations. This motion was seconded by Mr. Latta. Motion approved by a 6-0 vote.

**Motion:** Chair Dariano motioned to nominate Dustin Nanna as Vice-Chairperson. There were no other nominations. This motion was seconded by Mr. Latta. Motion approved by a 6-0 vote.

ITEM 3. Approval of the Motion Summary of the Board of Zoning Appeals meeting held on September 14, 2022, as recorded and transcribed.

**Motion:** Vice-Chair Nanna moved to approve the Motion Summary for the Board of Zoning Appeals held on September 14, 2022, meeting, seconded by Ms. Fisher. Motion approved by a 6-0 vote.

ITEM 3. REGULAR BUSINESS

- A. 2023-0442: A request by Andrea Cashman and Tony Plymale for approval of a variance to Section 1156.02(b) Maximum Area of Accessory Buildings and Structures and a variance to Section 1134.08(c) Height Regulations at 108 West Winter Street on approximately 0.234 acres on property zoned R-4 (Medium density Residential District).

**Anticipated Process**

- a. Swearing in of all applicants and members of the public relating to this

case

Chairman Dariano swore in the following members of the public relating to Case 2023-0442:

Andrea Cashman  
108 West Winter Street  
Delaware, Ohio

Tony Plymale  
108 West Winter Street  
Delaware, Ohio

b. Staff Presentation

Ms. Kelsey provided the staff presentation. She discussed the location of the property and zoning of the property, as well as, the surrounding areas. The parcel is in the city's Northwest Neighborhood and surrounded by a mix of historic single-family and two-family dwellings, as well as, pre-existing non-conforming apartment and multi-family dwellings. She reviewed the proposed site plan, and that the applicants are proposing to construct a detached garage that would fit their large vehicles and serve as a pool house for their existing pool. This will also include a bathroom and laundry facilities. The floor plan shows a second floor with an open office space but that the applicants are aware that it cannot be used as an accessory dwelling unit. Though City zoning code allows for detached structures to be up to 720 square feet and up to 20-feet tall, the property owners are proposing a structure that is 864 square feet and just over 24-feet tall. She provided proposed elevations of the structure. She discussed the two non-conforming multifamily structures to the north and west of the property. The garage can also provide screening from the parking lot from the apartment areas. Staff recommends approval of the request and reviewed the staff recommendations and conditions.

Mr. Latta discussed that the First Floor Plan shows 964 square feet, but that the staff conditions 1 states: the area of the structure shall not exceed 864 square feet. Ms. Kelsey informed that this is a typo error, and it would be 864 square feet. Ms. Kelsey also discussed receiving letters of support from two surrounding neighbors.

c. Applicant Presentation

APPLICANTS:

Andrea Cashman  
108 West Winter Street  
Delaware, Ohio

Tony Plymale  
108 West Winter Street  
Delaware, Ohio

d. Public Testimony

There was no public participation.

e. BZA action

**Motion:** Vice-Chair Nanna motioned to approve application 2023-0442, finding beyond a reasonable doubt that the decision factors necessary for approval of a Variance according to Chapter 1128 of the Planning and Zoning Code are met subject to all staff conditions, seconded by Ms. Fisher. Motion approved by a 6-0 vote.

- B. 2023-0443: A request by Edd Dunlap for approval of a variance to Section 1166.04(e) General Landscaping and Maintenance of Yards at 90 Rheem Street on approximately 0.4821 acres on property zoned R-4 (Medium Density Residential District).

**Anticipated Process**

- a. Swearing in of all applicants and members of the public relating to this case

Chairman Dariano swore in the following members of the public relating to Case 2023-0443:

Edd Dunlap  
90 Rheem Street  
Delaware, Ohio

Joel Bohr  
89 Rheem Street  
Delaware, Ohio

- b. Staff Presentation

Mr. Selmek provided the staff report to the Board. He discussed the location of the subject property and current zoning. The properties to the north, east and west are zoned R-4, as is the subject site. The properties to the south are zoned M-1. The subject property is located immediately north of property owned by the State utilized by ODOT, which has a history of utilizing the property for storage of fleet vehicles and materials. Since

purchasing the property in 219, the property owners have utilized the southeast corner of their property to store boats. He discussed the applicant was in violation of City Code Section 1166.04(e). A solution of the property owners would be to construct a concrete pad in this parking area for their boats. This location would require a 200 ft driveway. Staff discussed with the applicant putting the concrete pad next to the existing driveway, but the applicants are seeking to maximize the neighborhood characteristics by not having a boat stored in front yard near a public road. The property owner is asking to not have to construct a driveway to connect the concrete parking pad to Rheem Street due to the high cost. Mr. Selmek discussed the location in the rear of the property would provide a screening of the storage from the street.

c. Applicant Presentation

APPLICANT:

Edd Dunlap  
90 Rheem Street  
Delaware, Ohio

Mr. Dunlap discussed that during the winter they store up to four boats, but only one during the summer. Mr. Latta questioned if the size would be large enough. Mr. Dunlap discussed placing four separate slabs.

Mr. Selmek also discussed that if the applicant wanted a driveway in the future it would need to be paved and gravel is not permitted. Staff reported that they received nine letters of support from surrounding neighbors and also one neighbor visited staff for more information. Staff did not receive any concerns regarding the project.

d. Public Testimony

PUBLIC PARTICIPATION:

Joel Bohr  
89 Rheem Street  
Delaware, Ohio

Chair Dariano swore in Mr. Bohr prior to public comment. Mr. Bohr voiced his support for the variance.

e. BZA action

**Motion:** Mr. Latta motioned to approve application 2023-0443, finding beyond a reasonable doubt that the decision factors necessary for approval of a Variance according to Chapter 1128 of the Planning and Zoning Code

are met subject to all staff conditions, seconded by Vice-Chair Nanna. Motion approved by a 6-0 vote.


ITEM 5. BOARD MEMBER COMMENTS AND DISCUSSION

Mr. Selmek introduced David Gentile, Development Planner, to the Board. Mr. Gentile provided his background and previous experience.

ITEM 6. NEXT REGULAR MEETING: April 12, 2023.

ITEM 7. ADJOURNMENT

**Motion:** Chair Dariano motioned to adjourn the Board of Zoning Appeals meeting, seconded by Vice-Chair Nanna. The Board of Zoning Appeals meeting adjourned at 7:05 p.m.

  
\_\_\_\_\_

Chairman

  
\_\_\_\_\_

Elaine McCloskey, Clerk





# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Motion Summary

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** Acceptance of the motion summary of the Finance Committee meeting held on April 27, 2023, as recorded and transcribed.

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[20230517170029017.pdf](#)

**FINANCE COMMITTEE  
MOTION SUMMARY  
APRIL 27, 2023**

ITEM 1. Roll Call

Chairman Shafer called the Finance Committee meeting to order at 3:01 p.m.

Members Present: Cory Hoffman and Chairman Kent Shafer

Staff Present: Alycia Ballone, Director of Budget, Management & Procurement  
Rob Alger, Finance Director, Lory Johnson, Tax Administrator, Tom Homan, City  
Manager

ITEM 2. Approval of the Motion Summary for the meeting held March 29, 2023, as recorded and transcribed.

**Motion:** Chairman Shafer moved to approve the Motion Summary from March 29, 2023, as recorded and transcribed, seconded by Mr. Hoffman. Motion approved by a 2-0 vote.

ITEM 3. Public Comments

There was no public participation.

ITEM 4. STAFF INTRODUCTION

- A. Kaci Goebbel, Budget and Management Analyst
- B. Marla Edington, Financial Specialist

ITEM 5. REVIEW AND DISCUSSION

- A. Discussion/Action on the Financial Review Task Force Recommendations

Mr. Homan discussed feeling farther along than the last meeting and has more clarity regarding the proposal of the task force and looking at having one question for the levy. This levy will keep the city moving forward and providing the city with the necessary financial resources. The levy would be directed at the capital needs, roads needs, facility needs, as well as parks department and safety needs.

Mr. Ferrigno reviewed the pavement condition report and neighborhood street issues. He discussed that there are 195 streets that require paving and are in disrepair, 1/3 of these streets need reconstruction. The cost is changing based on today's rate, and it is expected that costs will continue to increase. He discussed how the backlog can be addressed and the need for increased staffing. Also, there is a need to allocate \$3.3 million of new revenue toward the street resurfacing program. Grant funds are not

guaranteed but can be allocated toward backlog. He discussed allocating new revenue to the street resurfacing program as a priority and if can go from \$1.5 million to \$3 million the City can be sustainable in our network and prevent additional streets in the backlog. Once the street is rated poor or critical it will need fixed regardless. Estimate \$1.9 million of new revenue plus \$1.1 million in grant fund to address backlog. Since grant funds are not guaranteed, such as the CDBG program. The CDBG program is being replaced by the Critical Infrastructure Program. He discussed the need to allocate funding for new staffing to help maintain services as there is growth. Staffing has remained at 12 technicians for 20 plus years. Mr. Ferrigno discussed the State of Ohio Gas Tax, but it is not enough to fund current road projects. He also discussed seeing changes in the auto industry and the tax will eventually change. Mr. Homan discussed the backlog and that it is a large number and discussion on whether it should be financed or paid in cash.

Mr. Homan discussed the next part of the project would be the parks. He discussed the complexity of doing a renewal. He discussed that the general question posed to the voters can be an overall increase that would include the .15 that is being paid today. That is premised on the debt being defeased. He stated you can not build into the one general question renewed the park levy debt at the same time increasing the overall income tax rate. Mr. Alger discussed that there is almost \$12 million outstanding in debt for both bond issues for the rec, including improvements to parks and building of YMCA. The YMCA building could be paid off in 2026 but they could defease at end of next year and essentially place the funds in Rec Center Income Tax Fund in escrow. Mr. Homan discussed that the message would be that Council would take action that the .15% would go away and add to the of the .4% increase to become .55%. This would eliminate the need for two questions to the voters and would be permanent. This would no longer be dedicated to just Parks.

Ms. Ballone provided information on the Parks and Recreation. The City would still recommend that the levy support the parks to the equivalent amount of 0.15%. Some improvements would be trail improvements, facility improvements and larger projects. These projects would include the Southeast Community Park, Athletic Field Complex and Pickleball Courts. One issue that she discussed is the competing in the General Fund is the maintenance of the parks. There are 24 parks with over 400 acres, 24 miles of paved trails, and a large cemetery. Other needs include the Justice Center that has spacing issues for the Police Department and Municipal Court operations, as well as the Oak Grove Cemetery. The cemetery has ongoing maintenance and upkeep for the 70-acre community. This levy would also allow for the continued execution of the

master plan for the cemetery. The funding would allow for some capital dollars to the different projects.

Mr. Homan reviewed that the recommendations are in line with the Financial Review Task Force recommendations and to maintain the credit at 50% and no longer tax minors. Ms. Johnson stated that the impact to no longer taxes minors is unknown at this point, but she feels it will be well received. He discussed that 80% of levy dollars will be Capital and 20% Operations.

Ms. Ballone discussed the recommendation for a one ballot question with an increase from 1.85% to 2.25% with the principle of "Fix It First". This would be split between the initiatives of Parks/Streets/Public Safety. Mr. Hoffman requested reviewing the language of the one ballot question.

B. Review of the proposed calendars for the 2024-2028 CIP and 2024 Budget

The Committee recommended having more detailed discussions of the upcoming CIP and Budget to the Finance Committee and make recommendations to Council.

ITEM 6. MEMBER COMMENTS


ITEM 7. NEXT MEETING DATE: TBD

The Committee discussed meeting on May 17, 2023, at 3 pm.

ITEM 7. ADJOURNMENT

**Motion:** Mr. Hoffman moved to adjourn the Finance Committee meeting. The Finance Committee meeting adjourned at 3:47 p.m.

  
 \_\_\_\_\_  
 Chairman

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



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Resolutions

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** Resolution No. 23-38, a resolution appointment Council Members to various committees, commissions, and/or boards.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[fact sheet res 23-38, council committee appts.pdf](#)  
[res 23-38, council members com appts.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: CONSENT ITEM E      DATE: 05/18/2023  
ORDINANCE NO:      RESOLUTION NO: 23-38  
READING: FIRST      PUBLIC HEARING: NO

---

TO:      Mayor and Members of City Council  
FROM:      R. Thomas Homan, City Manager  
VIA:      Carolyn Kay Riggle, Mayor

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION APPOINTING COUNCIL MEMBERS TO VARIOUS COMMITTEES, COMMISSIONS, AND/OR BOARDS.

**BACKGROUND:**

N/A

**REASON WHY LEGISLATION IS NEEDED:**

Mayoral appointments are required to be confirmed by City Council

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Carolyn Kay Riggle, Mayor

**RECOMMENDATION:**

**ATTACHMENT(S)**

RESOLUTION NO. 23-38

A RESOLUTION APPOINTING COUNCIL MEMBERS TO VARIOUS COMMITTEES, COMMISSIONS, AND/OR BOARDS.

WHEREAS, Council Members are to be appointed to serve on various Committees, Commissions and Boards by the Mayor of the City of Delaware and confirmed by Council; and

WHEREAS, the Mayor made Council appointments and Council has confirmed said appointments.

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

SECTION 1. The following Council appointments are hereby made:

- 1. **Adam Haynes, Second Ward**  
Shade Tree Commission

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

SECTION 3. This resolution shall be effective immediately upon its passage.

PASSED: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
MAYOR



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Resolutions

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** Resolution No. 23-39, a resolution to designate the Assistant City Manager as the Municipal Representative to Delaware County Land Reutilization Corporation Board of Directors.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[Fact Sheet - Res 23-39, Appointing ACM to County Land Reutilization Corporation BOD.pdf](#)

[Res 23-39 - Appointing ACM to County Land Reutilization Corporataion BOD.pdf](#)





**FACT SHEET**

---

AGENDA ITEM NO: CONSENT F

DATE: 5/22/2023

ORDINANCE NO:

RESOLUTION NO: 23-39

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: ---

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION TO DESIGNATE THE ASSISTANT CITY MANAGER AS THE MUNICIPAL REPRESENTATIVE TO THE DELAWARE COUNTY LAND REUTILIZATION CORPORATION BOARD OF DIRECTORS.

**BACKGROUND:**

A Land Reutilization Corporation is a type of community improvement corporation created for the following purposes under ORC 1724.01:

- (a) Facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within the county.
- (b) Efficiently holding and managing vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization;
- (c) Assisting governmental entities and other nonprofit or for-profit persons to assemble, clear, and clear the title of property described in this division in a coordinated manner; or
- (d) Promoting economic and housing development in the county or region.

The County Commissioners established the Delaware County Land Reutilization Corporation at the request of the County Treasurer Office. This action is reflected in Resolution No. 17-1364 (December 28, 2017). As a result, the County

Treasurer, Jon Peterson, requested that the City select a representative to the board of directors. Planning Director, David Efland, was initially designated by this Council as the statutory municipal representative May 14, 2018 and has served as the City's representative since that date. Director Efland will soon end his tenure with the City. It is recommended that the Assistant City Manager, Kyle Kridler, serve as the City's representative upon Director Efland's departure.

**REASON WHY LEGISLATION IS NEEDED:**

Legislation is needed to designate the City's representative on boards of directors.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

**POLICY CHANGES:**

**PRESENTER(S):**

R. Thomas Homan, City Manager

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

None

RESOLUTION NO. 23-39

A RESOLUTION TO DESIGNATE THE ASSISTANT CITY MANAGER AS THE MUNICIPAL REPRESENTATIVE TO THE DELAWARE COUNTY LAND REUTILIZATION CORPORATION BOARD OF DIRECTORS.

WHEREAS, under the ORC Section 1724.03 the Board of Directors of a County Land Reutilization Corporation includes one representative of the largest municipal corporation in the county; and

WHEREAS, the City of Delaware is the largest municipal corporation based on population in Delaware County.

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

SECTION 1. The Assistant City Manager is hereby designated as the municipal corporation representative for the City of Delaware, Ohio to the Delaware County Land Reutilization Corporation Board of Directors.

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

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

PASSED: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
MAYOR



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Presentation

**AGENDA SECTION:** **PRESENTATION**

**SUBJECT:** Proclamation recognizing Rutherford B. Hayes Students Adam Fronduti, Paul Gabel, Jacob Payne, Meg Wolf, and Rosemary Cranston for their accomplishments participating in The App Development Challenge by the Space Communications and Navigation Program at NASA

**SUGGESTED ACTION:**

**ATTACHMENTS:**



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Presentation

**AGENDA SECTION:** **PRESENTATION**

**SUBJECT:** Update on the Humane Society of Delaware County by Jana Cassidy,  
Executive Director

**SUGGESTED ACTION:**

**ATTACHMENTS:**



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** **7:30 PUBLIC HEARING AND SECOND READING OF  
ORDINANCE NO. 23-34**

**SUBJECT:** Ordinance No. 23-34, an ordinance approving a Zoning Amendment request by T&R Properties for the Greenwood Commons Master Plan on approximately 61.627 acres on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and located at 340 Lake Street and east of Joy Avenue.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[Factsheet ord 23-34, 2023-0553 Greenwood Commons REZ.pdf](#)

[ord 23-34, 2023-0553 Greenwood Commons REZ.pdf](#)

[Greenwood Commons Staff Report.pdf](#)

[Greenwood Lake Dev Text.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: 9

DATE: 05/22/2023

ORDINANCE NO: 23-34

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES  
MAY 22, 2023 @ 7:30 PM

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A ZONING AMENDMENT REQUEST BY T&R PROPERTIES FOR THE GREENWOOD COMMONS MASTER PLAN ON APPROXIMATELY 61.627 ACRES ON PROPERTY ZONED A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED AT 340 LAKE STREET AND EAST OF JOY AVENUE.

**BACKGROUND:**

See attached staff report.

**REASON WHY LEGISLATION IS NEEDED:**

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

**COMMITTEE RECOMMENDATION:**

Planning Commission recommended approval by a vote of 6-0 on May 3, 2023.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached



ORDINANCE NO. 23-34

AN ORDINANCE APPROVING A ZONING AMENDMENT REQUEST BY T&R PROPERTIES FOR THE GREENWOOD COMMONS MASTER PLAN ON APPROXIMATELY 61.627 ACRES ON PROPERTY ZONED A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AND LOCATED AT 340 LAKE STREET AND EAST OF JOY AVENUE.

WHEREAS, the Planning Commission at its meeting on May 3, 2023 recommended approval of a Zoning Amendment request by T&R Properties for the Greenwood Commons Master Plan on approximately 61.627 acres on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and located at 340 Lake Street and east of Joy Avenue (PC 2023-0553).

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

SECTION 1. That the Zoning Amendment request by T&R Properties for the Greenwood Commons Master Plan on approximately 61.627 acres on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and located at 340 Lake Street and east of Joy Avenue, is hereby confirmed, approved, and accepted with the following conditions that:

- 1. The development shall require conformance to all provisions of the Development Text and any conditions of approval.

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

VOTE ON RULE SUSPENSION:

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

PASSED: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
MAYOR

CASE NUMBER: 2023-0553-0554 & 1144

REQUEST: Multiple Requests

PROJECT: Greenwood Commons

MEETING DATE: May 3, 2023

**APPLICANT/OWNER**

T&R Properties  
3695 Stoneridge Lane  
Dublin, Ohio 43017

**REQUEST**

2023-0553: A request by T&R Properties for approval of a Zoning Amendment for the Greenwood Commons Master Plan on approximately 61.627 acres on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and located at 340 Lake Street and east of Joy Avenue.

2023-1144: A request by T&R Properties for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Greenwood Commons on approximately 3.97 acres located east of Joy Avenue denoted as Sub-Area C in the Greenwood Commons Master Plan.

2023-0554: A request by T&R Properties for approval of a Preliminary Development Plan for Greenwood Commons on approximately 61.627 acres located at 340 Lake Street and east of Joy Avenue.

**PROPERTY LOCATION & DESCRIPTION**

The approximately 61.627-acre overall site is located on the east side of Lake Street (US 42), north of Joy Avenue, and west of the Norfolk Southern Railway. The subject site contains two parcels, 340 Lake Street which is currently zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and the approximately 3.97-acre parcel at the terminus of Joy Avenue which is currently zoned R-3 (One-Family Residential District). The properties to the south of the subject site are zoned R-3 and R-4 (Medium Density Residential District), the properties to the east (across the railroad tracks) are zoned A-1, R-3, and PO/I (Planned Office/Institutional District), and the properties to the southwest are zoned R-4. The properties to the north and west of the subject site are zoned FR-1 (Farm Residential District) in the Township.

**BACKGROUND/PROPOSAL**

The subject site has an extensive history within the City of Delaware and has undergone change of uses throughout the years. The property was originally purchased in 1834 by John G. Vergon and was maintained by his family for agricultural uses (cattle, orchard, vineyard, etc.) and over the years became a summer resort location. During this time, there was even a trolley that traversed Lake Street to this location to allow students from Ohio Wesleyan University to visit the lake. Later, the Salvation Army purchased the land (while the specific date is not known, it was likely during the 1970s) and was then used as a summer camp for disadvantaged children.

In 2014, Planning Commission and City Council approved a Rezoning Amendment, Conditional Use Permit, and a Preliminary Development Plan (Ordinance 14-105, 14-106, 14-107) which allowed the subject property to be renovated and install new improvement (renovate/replace the existing pedestrian/vehicular bridge over the lake, multipurpose facility, conference center, short-term refuge, dam improvements, and park amenities, etc.) to facilitate the 24-hour supervised care of the short term refuge clients of the Salvation Army. Due to economic constraints, the Salvation Army did not progress their plans for the subject site which has remained largely vacant and unused for nearly a decade.

In 2020, the Ohio Department of Transportation (ODOT) performed an emergency repair of the dam located under US42 along the western boundary of the subject site. This emergency repair was necessary to prevent catastrophic failure of the dam and federal highway. Unfortunately, these infrastructure improvements resulted in the draining of historic Greenwood Lake. The Salvation Army sold the property to the current property owner in 2022.

Now, the proposed development seeks to rehabilitate and reuse the property as a residential mixed-use development while preserving approximately half of the land as active/passive open space. The proposal would divide the overall site into three subareas. Sub-Area A would contain workforce housing, property reserved for a men's shelter, and open space/amenities. Sub-Area B would contain market-rate apartments, single-family attached townhomes, a single-family detached house, and open space/amenities. Sub-Area C would contain a permanent tree preserve (passive open space). Promoting contextually sensitive redevelopment of the former

Greenwood Lake Camp would be an appropriate guideline for the edge of the *Delaware Together* Riverfront and Near East Side Focus Area.

Overall, adaptively reusing and infilling this site and utilizing existing infrastructure is more sustainable than continuing to spread ever further outward. This will significantly contribute to the tax base of the community while helping to provide a northern anchor to the emerging Riverfront District. Having permanent residents will create the opportunity for walkable, infill commercial/office/dining/business uses in this District which is not possible without an enhanced residential base.

---

#### STAFF ANALYSIS

- **COMPREHENSIVE PLAN:** The current *Delaware Together* Comprehensive Plan Character and Focus Area Map identifies the subject site as the Riverfront Focus Area. This is the existing neighborhood and business district east of Downtown, starting at the Olentangy River as its western boundary. It includes traditional and suburban residential development, major neighborhood and community scale commercial corridors, and railroad-oriented industrial and service businesses in a compact walkable area. Some of the key attributes include:
  - Encourage character and land use changes to support riverfront redevelopment.
  - Improve riverfront access from both Mingo Park and the neighborhoods on the west side of the river.
  - Enhance pedestrian and bicycle connections between the eastern and western portions of downtown over the river.
  - Identify areas for protection, preservation and enhancements and areas in need of comprehensive redevelopment.
  - Promote attainable housing.
  - Allow for selected intensification of uses where appropriate, including mixed-use, multistory buildings.
  - Ensure redevelopment and infill in this area does not overburden infrastructure (such as roads and utilities) and does not detract from overall community character.
  - Promote contextually sensitive redevelopment of the Greenwood Lake Camp on the northern boundary.
  - Allow for the continued City Sewer Plant industrial use with possibility of long-term expansion southeast of Armstrong Road.
  - Integrate historic preservation of significant buildings and features with revitalization of neighborhood-scale commercial space, entertainment venues and open space to promote neighborhood revitalization without loss of unique community character.
  - Redevelop, re-use and reconfigure key areas in association with the US Route 36 improvements.
  - Consider reducing parking requirements and allowing shared parking arrangements to enhance walkability while accommodating parking needs.
- Each Goal, Objective, and Action of the *Delaware Together* Comprehensive Plan should be weighed against the proposal. Not all elements of the proposal will align perfectly with all Plan elements. This is expected on individual sites. City Council ultimately must weigh and consider both the proposed development and the Comprehensive Plan elements in total to determine whether it conforms with the Comprehensive Plan. Please see the attached additional information from the Comprehensive Plan.
- Staff finds that the proposed development conforms with many elements contained within the Comprehensive Plan and that with the design elements, landscaping, pedestrian connectivity, community gathering space, development type restrictions, as well as the adaptive reuse of historic building elements that neighborhood integration and connectivity are potentially present (Goal A, Objective A.1, Action A.1.1, Action A.1.4, Objective A.2, Action A.2.1, Objective A.3, Objective A.9, Action A.9.1, Objective A.10, Action A.10.1, Objective A.11, Objective A.12, Objective A.14, Action A.14.1, Action A.14.3, Objective A.15, Objective B.6, Action B.6.3, Goal D, Objective D.1, Objective D.2, Action D.2.1, Objective D.3, Action D.3.11, Objective D.4, Objective D.6, Action D.6.2, Goal E, Objective E.2, Objective E.3, Action E.3.1, Action E.3.7, Objective E.5, Objective E.7, Objective E.10, Action E.10.3, Objective F.1).

The subject site is within a defined Infill and Redevelopment Opportunity area in the *Delaware Together* Plan (p. 46-47). This is distinct from new development opportunities noted in the Plan. Additionally, the Development Framework (p. 38) and Development Context (p.39-44) should be weighed against the proposed development. The Development proposal, while specifically noted as an Infill and Redevelopment Opportunity site, also exhibits elements of preservation development (historical and environmental) given its history and adaptive re-use of the large building that was previously used as the camp director's office, activities center, kitchen, and dining services for the former campgrounds – this historic building will be preserved as a clubhouse for the proposed development. Also, the proposed development would include the preservation of just over 30 acres of wooded open space including the area that previously contained Greenwood Lake. Overall, the proposal exhibits a redevelopment opportunity that can maximize the potential of this historic site to meet the demand for more intense uses and activities in this area with critical pedestrian connectivity, as well as contributing to the sustainability of the City. It would provide needed housing opportunities within the community and permanent residents within a walkable distance from the core of the Riverfront District and even the Downtown. The proposal is the next major redevelopment proposed supporting the aspirations of *Delaware Together* envisioning a revitalized Riverfront District.

- **ZONING:** As previously mentioned, in 2014 the subject site was zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District). The current development text for this site allows for the proposed approximately 1-acre men's shelter, but does not permit multi-family dwellings, single-family attached dwellings, or single-family detached dwellings. Therefore, the developer is proposing a zoning amendment to the existing development text for the subject site to prepare a specific master plan and revised development text that provides and is compatible with a reasonable integration to the residential neighborhood to the south while better using this largely vacant and abandoned underutilized property. Also, the proposed zoning amendment would include approximately 3.97 acres of additional property within the Planned Mixed Use Overlay District to create a permanent tree preserve at the terminus of Joy Avenue.

The PMU Overlay ultimately gives the City the most control of the proposed uses and plan both now and into the future, while providing some flexibility to the applicant to propose a mixed-use development with amenities and design standards to complement the existing neighborhood. The PMU is the only true planned district in the City of Delaware zoning toolbox that allows an Applicant and the City to craft a zoning solution unique to the site and needs of this particular development. The PMU approach, through a negotiated process, allows the applicant to craft a zoning text that is able to support a different development pattern while ensuring the City has retained, and in many cases gained, control of the development to ensure a very specific and higher quality development than could otherwise be achieved through a base zoning district. Along with the zoning amendment to a PMU in this application, the developer is requesting a Conditional Use Permit and Preliminary Development Plan approval by City Council. If this application is approved, the developer would ultimately need Final Development Plan(s) approved by City Council. However, the approximate 1-acre Men's Shelter site would require both Preliminary Development Plan and Final Development Plan to be approved by City Council.

- **ENGINEERING:** The applicant needs to obtain engineering approvals, including any storm water and utility issues, that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review. Also, a Traffic Impact Study (TIS) would be required to be submitted before or concurrent with the Final Development Plan process, the process for such has already been initiated by the developer.
- **ROADS AND ACCESS:** The proposed development would utilize an access plan in which the two residential sub-areas are managed separately. Each sub-area would have a singular main access point and a secondary emergency only access point, for a total of four access points from Lake Street (US 42). Due to the roadway being a US route, the type of egress for the proposed access points would need to be determined by review from the Ohio Department of Transportation (ODOT). The required TIS is currently in process and would need to be submitted prior to final determination of the appropriate means of egress. The developer shall be responsible for any required changes and improvements as determined through the TIS. The internal roads would be private but constructed to public road standards and meet all the fire department requirements.



- **PEDESTRIAN CONNECTIVITY:** A key attribute to the Riverfront Focus Area in the *Delaware Together* Comprehensive Plan is pedestrian connectivity, which the proposed development would help facilitate. Currently, the US 42 corridor lacks almost all pedestrian connectivity along the frontage of the subject property. The proposed development would include 8-foot-wide walking paths along the northern and southern boundary of the former Greenwood Lake. While the proposed pathways would be an attractive amenity to future residents of this site, improvements would need to be made to facilitate north to south pedestrian connectivity. Due to the emergency repairs performed by ODOT on US 42, installation of a walkway over this area would be difficult due to the large ravine (approximately 200 feet) that would need to be traversed by a bridge. Therefore, such improvement would likely necessitate a private/public partnership to install the infrastructure necessary to complete this critical pedestrian connection unless another alternative can be identified as there is currently insufficient physical space to accommodate an important immediately adjacent pathway along US 42 in this area. Additional time would be needed for the City and the developer to establish terms for this potential private/public partnership. It should be noted the developer has pledged a significant monetary contribution of \$150,000 for this critical pedestrian connection. In the meantime, an easement across the frontage of the property alongside US 42 to allow a future pedestrian walkway would need to be recorded by the property owner. In addition, a north to south pedestrian connection through the property could be made along the eastern boundary of the site or potentially over the former lake. Such connection would provide interconnectivity between the two residential communities proposed as well as facilitate pedestrian connectivity along the US 42 corridor. The current pedestrian bridge across the former lake is unsafe and must be removed. At this time such removal would also be a requirement related to stormwater management within the former Lake area. A detailed plan for a potential north to south pedestrian connection along the eastern boundary of the site would need to be included with the Final Development Plan review process, but as with a connection along US 42 this would be extremely expensive and potentially not allowed by other regulations. Thus, a public/private partnership approach would be needed to ultimately implement this, if even possible.

- **SITE CONFIGURATION:** The overall approximate 61.627-acre redevelopment mixed-use site (including right-of-way) would contain 528 apartment units, 64 townhomes, one detached single-family home, private clubhouse and amenities, and just over 30 acres of active/passive open space in three Sub-Areas for an overall density of 9.62 units per acre. Stormwater for the overall development would be contained across six detention basins located throughout the central portion of the site and would be required to meet all requirements of the Engineering and Public Utilities Departments.

Sub-Area A (approximately 22.62 acres) would contain 252 apartment units between seven buildings, a clubhouse, and a 1-acre area reserved for a future men's shelter. The seven apartment buildings would be three stories tall not to exceed 50 feet in height and would be clustered around the future men's shelter along the northern boundary of the site. The clubhouse would be centrally located within this Sub-Area. A total of 437 parking spaces would be spread out around each of the respective apartment buildings for a 1.73 space per unit distribution. With the proposed apartments within this Sub-Area containing a large percentage of studio and single-bedroom units (84 studio, 42 single-bedroom, and 126 two-bedroom units) targeted towards workforce housing, the proposed distribution of 1.73 parking spaces per unit would suffice in place of the typical two parking spaces per unit. This mix will help address attainable and workforce housing goals in the *Delaware Together* Comprehensive Plan.

Sub-Area B (approximately 34.21 acres) would contain 276 apartment units between three buildings, 64 townhomes, one detached single-family house, and a clubhouse. The three apartment buildings would be three stories tall not to exceed 50 feet in height and would be located north of the proposed private roadway and just south of the former Greenwood Lake. The townhomes would be constructed as 16 four-unit single-family attached buildings located along the southern boundary of the site to create an appropriate transition of uses from the preexisting detached single-family homes from the south to the proposed apartment buildings to the north. The proposed clubhouse for this Sub-Area would be a renovation of the historic former Greenwood Lake Lodge which is located immediately south of the former Greenwood Lake and just north of the proposed apartment buildings. To the immediate southeast of the former lake lodge, a detached single-family house that was home to the former camp director also remains on site. The former camp director's residence would also be renovated as an additional living unit for the proposed development. A total of 643 parking spaces would be spread out around each of the respective apartment buildings for a 2.33 space per unit distribution. With

the proposed apartments within this Sub-Area containing a large percentage of two-bedroom units (120 one-bedroom and 156 two-bedroom units) targeted towards market rate housing, the proposed distribution of 2.33 parking spaces per unit would suffice in place of the typical two parking spaces per unit and overflow parking. These 643 parking spaces would be utilized for residents of the three apartment buildings and their respective clubhouse, parking for the townhomes and detached single-family house would be self-contained within each of these units (attached garage with two parking spaces and a driveway that can contain two vehicles). Also, the preexisting amphitheater located just north of the three apartment buildings and west of the clubhouse would remain and be renovated as an amenity for the overall site.

Sub-Area C (approximately 4.8 acres) would be maintained as a passive open space and permanent tree preserve (approximately 5,854 caliper inches) for the overall development. The property contained within this Sub-Area is zoned R-3 and was not originally included with the original Greenwood Lake Development proposed by the Salvation Army. Rather than maximize every possible unit on the overall site, the developer has decided to preserve this land as additional screening and buffering to the existing homes along Joy Avenue and Wilder Street.

Locations for ancillary structures such (mail kiosks, dumpsters, swimming pool, etc.) would need to be determined in the Final Development Plan review process and any dumpsters would be required to have a brick or stone enclosure to match the adjacent buildings with wood doors painted or stained to match. Also, a secondary connection from the clubhouse parking lot in Sub-Area B would need to be created to facilitate fire truck navigation. The entire development shall have to achieve compliance with the minimum engineering, public works, and fire department requirements. The configuration of unit types from the Preliminary Development Plan shall not significantly differ during the Final Development Plan process to ensure the development does not exceed parking capability for the subject site. There is always a high likelihood for any development that the final unit types will differ somewhat from the Preliminary Development Plan.

- BUILDING DESIGN:** The developer proposes a cohesive and unified design throughout the entire development with each Sub-Area containing its own identity to ensure respect and compatibility with the Riverfront Focus Area. Each proposed building will be consistent in overall design, color, material, and architectural pattern for the respective Sub-Area and achieve compliance with City development standards and per the approved development text. All buildings shall achieve compliance with the following standards and the submitted preliminary elevations to ensure the intent of the development text regulations to create a cohesive and unified design throughout the entire development. The architecture shall include colors and materials within a consistent overall design, color pallet, material, and architectural pattern as determined through the Development Plan Review process that is not significantly dissimilar from the preliminary architectural renderings from the Preliminary Development Plan that includes the following requirements (a full list of detailed requirements are provided in the development text): 1.) Each building in Sub-Area A shall contain at a minimum a stone wainscoting around all elevations; 2.) Vinyl siding may be used for the remainder of all elevations in Sub-Area A; 3.) Each building in Sub-Area B shall have all building elevations contain a minimum of 35% brick and/or stone; 4.) Fiber-cement siding shall be required for the remainder of all elevations in Sub-Area B; 5.) EIFS, Stucco, and similar materials shall be prohibited for building elevations in all Sub-Areas; 6.) The limestone (or cultured stone) on the buildings shall be Delaware blue vein limestone or equivalent as approved by City Staff; 7.) Gable, hip, and high-pitched roof structures, or combination thereof is preferred, and primary roofs shall have a 6:12 minimum pitch; 8.) Overhang on the gables shall be required; 9.) All exposed foundations shall be faced with brick or stone; 10.) Rooftop and ground mounted mechanical equipment shall be screened from public view as approved by Staff.

Staff believes the proposed building designs, materials, and open space plan are complimentary and meet the intent of redevelopment guidelines in the *Delaware Together* Comprehensive Plan to further the design direction, soul, and identity for the Riverfront Focus Area. Specifically, the proposed adaptive re-use of the historic former Greenwood Lake Lodge would maintain the existing stone masonry exterior that envelopes a majority of the building's exterior and would fit within the overall surroundings in a sensitive manner.

- TREE REMOVAL & REPLACEMENT:** The subject site has wooded areas throughout the property and the developer has provided a preliminary tree survey with a removal and replacement schedule in the development text utilizing a sample plot method verified by the City Arborist similar to other approved PMU developments. Notably the developer would be permanently preserving approximately 4.8 acres of wooded

area within the southern portion of the site (Sub-Area C) that borders the terminus of Joy Avenue. The developer has taken the effort to strategically locate the proposed buildings within locations that would minimize tree removal and has also proposed a continuous tree buffer along the southern boundary of the site.

For removal, per the submitted preliminary tree survey with the preliminary development plan, the applicant is removing a maximum of 12,783 caliper inches of qualifying trees throughout the overall site. Also, the developer has already removed 1,105 caliper inches. In total, 13,888 caliper inches will be removed for the proposed development.

For Preservation, per the submitted preliminary tree survey with the preliminary development plan, the applicant is preserving 18,965 caliper inches of qualifying trees throughout Sub-Areas A and B. With the addition of Sub-Area C, this permanently preserved wooded area would save approximately 5,854 caliper inches utilizing the same preservation ratio for Zone 3, the closest area with a certified tree plot. Therefore, in total, 24,819 caliper inches would be preserved with the proposed development in addition to a number of trees that will be planted on site with the proposed development, details of such plantings would be determined on the required Final Landscape Plan.

Of note, this site historically contained a summer camp with the zoning designation of A-1 and likely could have clear cut a large number of trees without being required to implement a replanting schedule. Staff reviews each case and site on its merits attempting to balance these regulations, account for the individual peculiarities of each site while allowing for reasonable and defensible removal and development of each site, as Staff makes a recommendation while attempting to be consistent within a framework as well as adhering to guidance from recent federal district court rulings (*F.P. Development, LLC. v. Charter Twp. of Canton, Mich.*). Therefore, the applicant is at a minimum preserving far more trees than ones being removed (a net total of 10,931 caliper inches preserved), has proposed to plant additional trees on site (final details to be determined in the Final Development Plan review process), and achieves compliance with the approach taken in planned development overlays to attempt to achieve a minimum 50% removal to preservation ratio.

- **OPEN SPACE & LANDSCAPING:** The proposed development would require a comprehensive landscape plan including street trees, parking lot landscaping, and building foundation landscaping for the Final Development Plan approval process for each Sub-Area. The developer has provided a conceptual open space plan throughout the entire development (all Sub-Areas) to ensure respect and compatibility with the history and nature of the former Greenwood Lake Camp that was previously home to this site. An 8-foot-wide walking path along the northern and southern boundary of the former Greenwood Lake has been included to activate the large approximately 25.22-acre open space area. Benches would be located intermittently throughout the walking path. While the proposed pathways would be an attractive amenity to future residents of this site, improvements would need to be made to facilitate north to south pedestrian connectivity. For Sub-Area B, a wooden overlook deck would be located behind the clubhouse to provide additional scenic views of the open space area. The preexisting amphitheater located just north of the three apartment buildings and west of the clubhouse would remain and be renovated as an amenity for the overall site. Also, along the southern boundary of the overall site a row of evergreen trees would be planted, and a 6-foot privacy fence would be installed and together would create a continuous landscape buffer to the immediately adjacent detached single-family houses to the south of the site where existing treed areas do not exist. Where they do exist, the treed areas will be preserved as a buffer. The exact type and location of landscaping shall be determined during the Final Development Plan approval process. Any entrance signage shall achieve compliance with Gateways and Corridors Design Standards with appropriate landscaping.
- **LIGHTING:** A lighting plan has not been submitted but would be required for the Final Development Plan approval process for each Sub-Area and would have to achieve compliance with the development text and be approved by the City. This comprehensive lighting plan should include design specifications such as cut-off style fixtures, minimum light pole heights, color, etc. that should be consistent and compatible throughout the development.
- **SIGNAGE:** The developer is not proposing any signage at this time. However, per the development text, a Comprehensive Sign Plan for the entire development shall be required to be submitted before or concurrent with the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan. The comprehensive sign plan would need to incorporate the Gateways & Corridors Design Standards. Also, except for development identification and directional signs, freestanding signage shall be prohibited. The

number of freestanding development identification signs shall be a maximum of two for the overall site (one for each residential sub-area).

---

**STAFF RECOMMENDATION (2023-0553 – ZONING AMENDMENT)**

Staff recommends approval of a request by T&R Properties for a Zoning Amendment for the Greenwood Commons Master Plan on approximately 61.627 acres on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and located at 340 Lake Street and east of Joy Avenue, with the following conditions that:

1. The development shall require conformance to all provisions of the Development Text and any conditions of approval.

---

**STAFF RECOMMENDATION (2023-1144 – CONDITIONAL USE PERMIT)**

Staff recommends approval of a request by T&R Properties for a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Greenwood Commons on approximately 3.97 acres located east of Joy Avenue denoted as Sub-Area C in the Greenwood Commons Master Plan.

---

**STAFF RECOMMENDATION (2023-0554 – PRELIMINARY DEVELOPMENT PLAN)**

Staff recommends approval of a request by T&R Properties for a Preliminary Development Plan for Greenwood Commons on approximately 61.627 acres located at 340 Lake Street and east of Joy Avenue, with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The entire development shall have to achieve compliance with the minimum engineering, public works, and fire department requirements.
3. The private streets shall be constructed to public standards per the City Engineer.
4. A traffic impact study shall be required, submitted, reviewed, and approved by the City Engineer. The results of the traffic impact study shall determine street design, specifications, and the like. Also, the traffic impact study requirements shall be the responsibility of the developer.
5. The configuration of unit types from the Preliminary Development Plan shall not substantially differ during the Final Development Plan process to ensure the development does not exceed parking capability for the subject site.
6. The proposed apartment buildings, townhomes, accessory buildings, and future men's shelter shall achieve compliance with the design standards of the approved development text and significantly similar to the submitted elevations.
7. The limestone (or cultured stone) on the buildings shall be Delaware blue vein limestone or equivalent as approved by City Staff.
8. Any dumpster enclosure shall be brick or limestone to match the adjacent building with wooden doors painted or stained to match.
9. All roof top and ground mounted mechanical equipment shall be screened by a parapet wall or approved screening device.
10. The applicant shall submit all building elevations along with material and color samples for all building materials for review and approval during the Final Development Plan process.
11. A Comprehensive Sign Plan for the entire development shall be required to be submitted before or concurrent with the Final Development Plan and achieve compliance with the adopted Gateways and



- Corridor Plan and the number of freestanding development identification signs shall be a maximum of two for the overall site (one for each residential sub-area).
12. The tree replacement requirements shall be per the approved Preliminary Development Plan and development text and finalized on the proposed Final Development Plan.
  13. A continuous row of evergreens shall be planted along the southern boundary of the site in addition to a 6-foot privacy fence along the southern boundary of the site to provide a continuous buffer.
  14. Street trees shall be installed every forty feet (40') on center along all private drives and wherever such drives are adjacent to parking spaces.
  15. All evergreen trees shall be a minimum 6-foot-high at installation and the deciduous trees shall be a minimum 1.75-inch caliper.
  16. A landscape plan shall be submitted for the overall development to be approved with the Final Development Plan process.
  17. The maintenance of all landscaping and amenities in the open space areas shall be the responsibility of a Common Association.
  18. A lighting plan shall be required during the Final Development Plan process that achieves compliance with the approved development text and approved by the City and shall be consistent in design, color, height, light fixture, etc., for each Sub-Area and should have a consistent theme throughout the development.
  19. The Applicant is requested to photo document the existing structures prior to demolition and allow the Delaware County Historical Society access to procure any material(s) they deem to be of historical value to their collection prior to demolition.
  20. An easement across the frontage of the property alongside US 42 to allow a future sidewalk/bikepath connection shall be required with the Final Development Plan. The easements would need to be recorded by the property owner and a cash contribution towards the future sidewalk/bikepath connection of \$150,000 shall be made prior to issuance of any certificates of occupancy for the proposed development.
  21. Sidewalks/bikepaths shall be determined on the Final Development Plan, shall meet the requirements of the zoning code, and shall be open to the public.

COMMISSION NOTES:

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

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

CONDITIONS/MISCELLANEOUS:

---



---

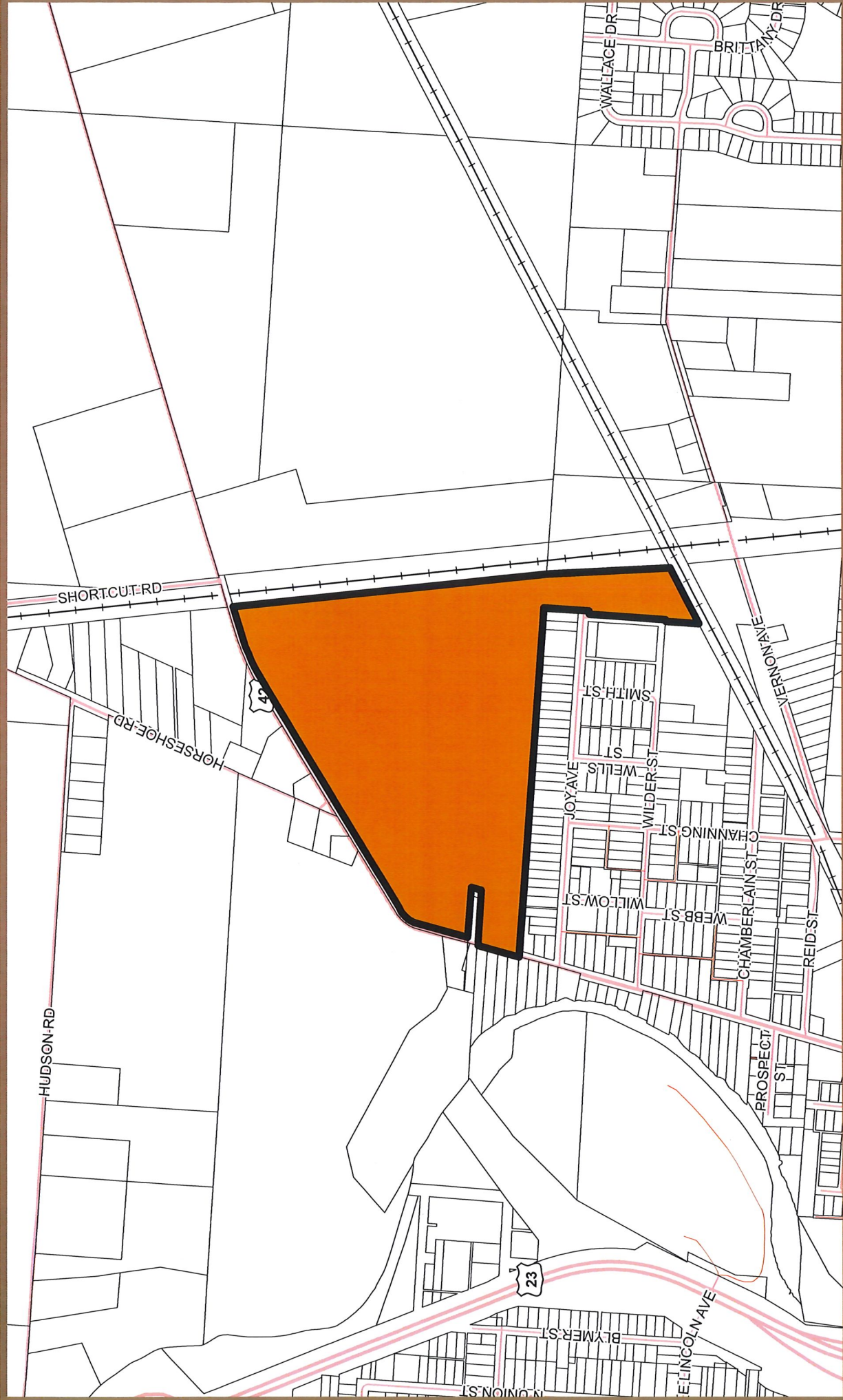


---



---

FILE:  
ORIGINAL: 4/28/23  
REVISED:



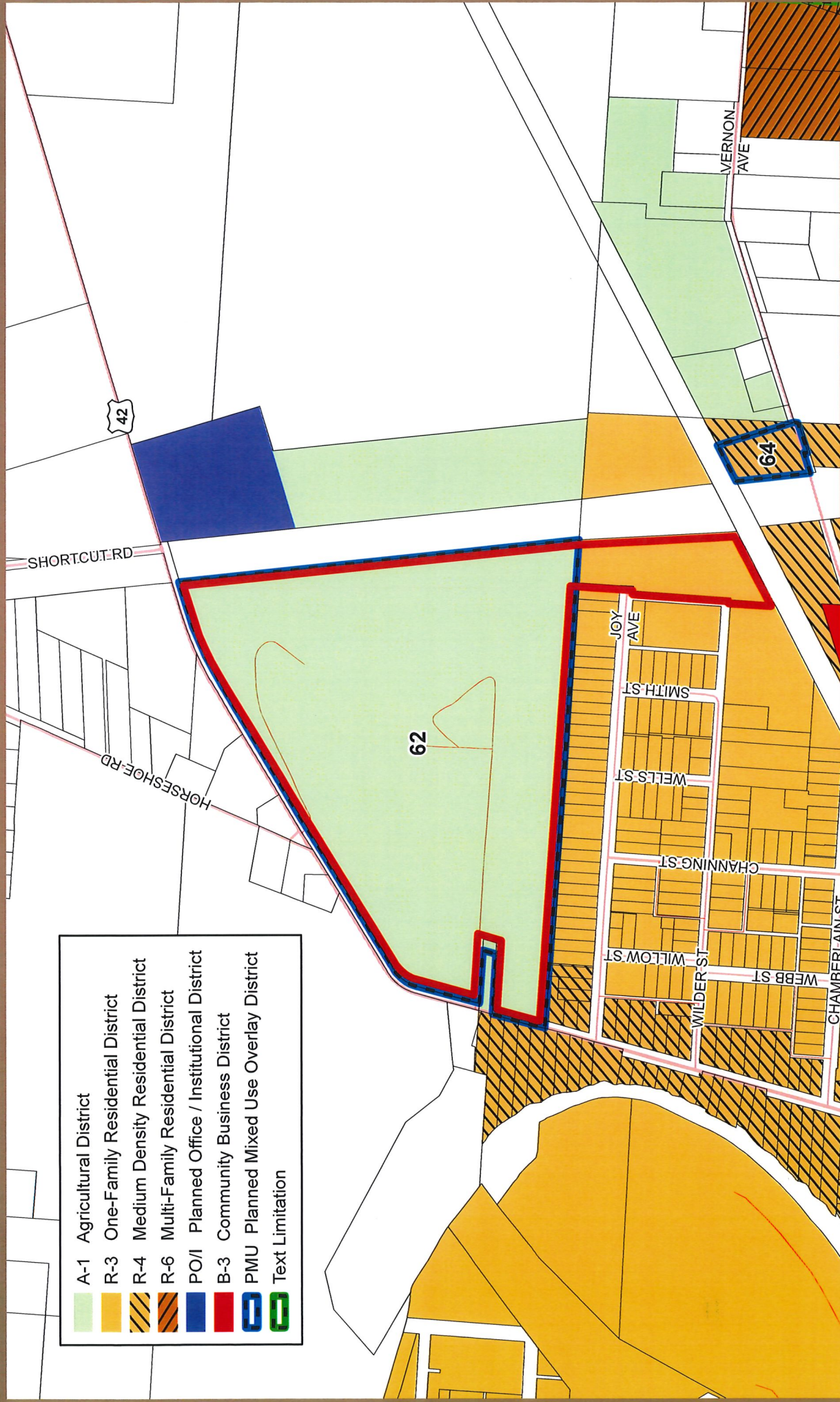
**2023-0553-0554 & 1144  
Greenwood Commons  
Zoning Amendment, Preliminary  
Development Plan, & Conditional Use Permit  
Location Map**







2023-0553-0554 & 1144  
Greenwood Commons  
Zoning Amendment, Preliminary  
Development Plan, & Conditional Use Permit  
Zoning Map



|  |  |
|--|--|
|  | A-1 Agricultural District                    |
|  | R-3 One-Family Residential District          |
|  | R-4 Medium Density Residential District      |
|  | R-6 Multi-Family Residential District        |
|  | PO/I Planned Office / Institutional District |
|  | B-3 Community Business District              |
|  | PMU Planned Mixed Use Overlay District       |
|  | Text Limitation                              |





**2023-0553-0554 & 1144  
Greenwood Commons  
Zoning Amendment, Preliminary  
Development Plan, & Conditional Use Permit  
Aerial Map**





## INFILL AND REDEVELOPMENT OPPORTUNITIES WITHIN CITY LIMITS

This map shows areas within the City boundary where redevelopment and/or infill opportunities may be possible. It is a first step in an analysis of where and how Delaware has potential to grow within its current limits. There are clear fiscal, sustainability, transportation and other advantages of directing growth to locations that are already partially developed or adjacent to existing development.

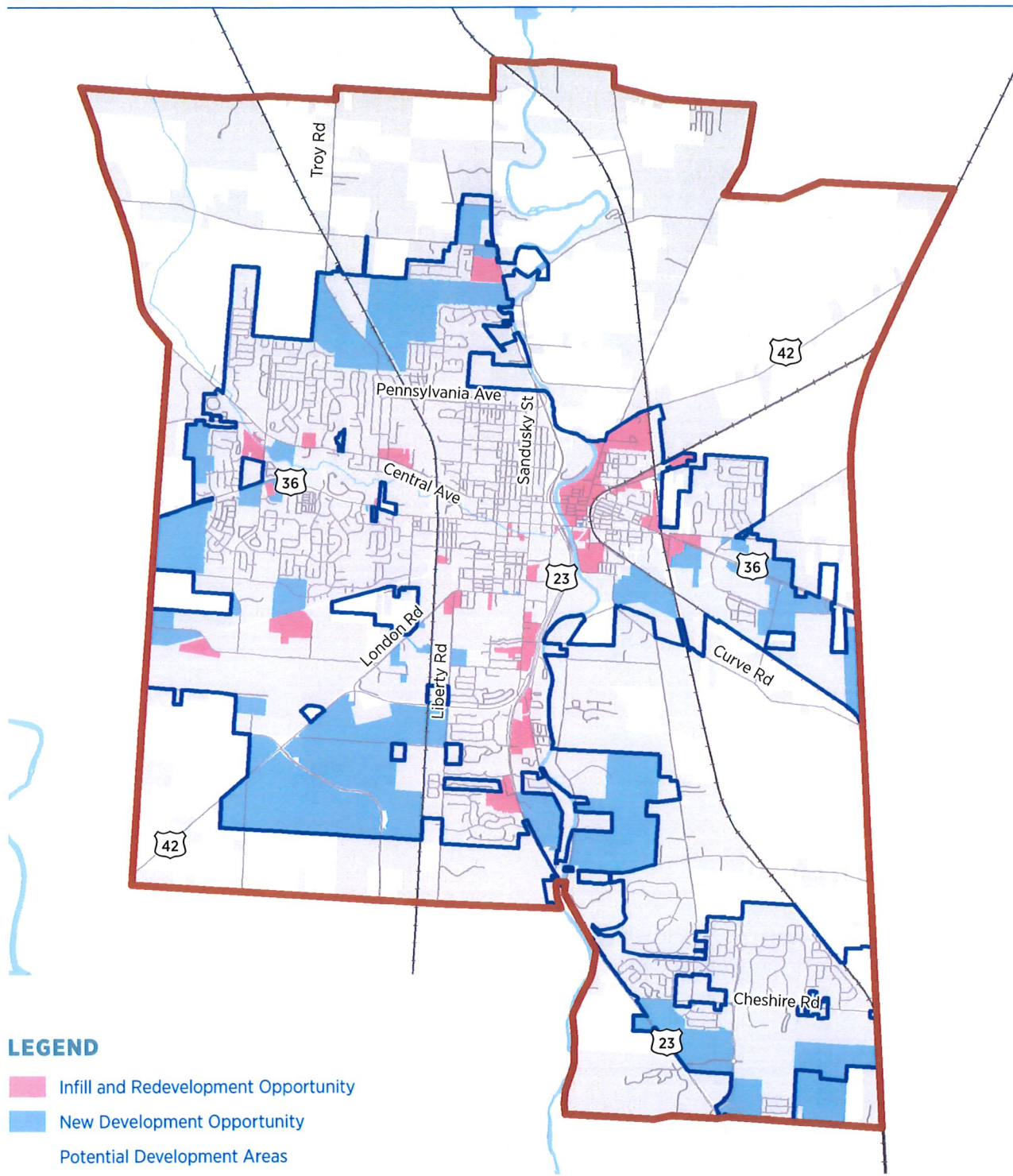
Areas in pink (Infill and Redevelopment Opportunity) are platted lots with structures that generally have a ratio of less than 2:1 improvement (house plus structures per the County Auditor) to land value and can therefore be deemed “underutilized” or are legacy retail or shopping centers with room for Infill or Redevelopment. Also included are residential properties that generally have fewer than five acres that were absent of any structures and commercial land since it tends to move as communities grow and most commercial uses update or change every 5-10 years. Parcels identified would likely be developed as traditional single lot infill sites unless consolidated.

Areas in blue (New Development Opportunity) are either vacant / partially vacant or agricultural in use and are generally greater than five acres (in most cases greater than 20 acres). Some of these properties are already in the City's pre-development pipeline (meaning they may be zoned, they have appeared in plans or development might have started). It is important to note that some may be more advantageous for development than similar sites outside of current City limits because they are adjacent to or surrounded by existing development and are currently or readily served by infrastructure. Their development could therefore provide a natural continuity with and complement developed areas. Guidance by the applicable Development Context designations should help to transition from existing development to new development.

Areas in light gray (Potential Development Areas) are locations outside of City limits where new larger-scale development is possible as detailed in the following map (New Development Opportunities).

Areas in dark gray (Committed) are platted but unbuilt subdivisions (pipeline development sites).

INFILL AND REDEVELOPMENT OPPORTUNITIES WITHIN CITY LIMITS



LEGEND

- Infill and Redevelopment Opportunity
- New Development Opportunity
- Potential Development Areas
- Committed
- Planning Area
- City of Delaware
- Roadway
- Railway



The following are excerpted elements of the Delaware Together Comprehensive Plan that could bear upon Greenwood Commons proposal. It is encouraged to read the Plan in its entirety and weigh and balance the, sometimes, competing elements when applied to a specific development proposal as in this case.

---

## GOALS

### A. MANAGE GROWTH AND CHANGE

Direct, design and encourage new development to promote compatible land uses, create strong quality of place including a mix of uses where appropriate, support fiscal health and promote sustainability.

### B. ADVANCE ECONOMIC PROSPERITY

Provide economic opportunity for all residents and support diverse, successful and resilient business and industry.

### C. BUILD SOCIAL COHESION AND EQUITY

Foster Delaware's sense of community across geographies, income categories and demographic groups and provide stable foundations for a high quality of life.

### D. PROMOTE HOUSING QUALITY AND VARIETY

Ensure a broad spectrum of housing options to meet the current and future needs of the population.

### E. LEVERAGE RESOURCES, INFRASTRUCTURE AND AMENITIES

Preserve and enhance key historic buildings and neighborhoods, natural areas and open spaces, transportation and mobility options, and quality facilities and services.

### F. ENSURE FISCAL SUSTAINABILITY

Promote development, land use, infrastructure and other policies that will support a healthy fiscal position.

---

## OBJECTIVE A.1

### Encourage a greater mix of land uses in selected locations.

Mixed-use development—which can blend residential, commercial, cultural, institutional and/or entertainment uses into one area—can create vibrant environments with a high degree of social interaction. In selected locations in Delaware, mixed-use districts can also help to promote more walkable, less infrastructure-burdened, more environmentally sustainable (less car-dependent) and economically



stable (more diversified) development. In order to be mixed-use, not all uses must be present but a diverse enough array of uses must be included in an area to fulfill the goals of this plan. Additionally, uses need not mix solely on a single parcel of land if size, scale and design do not support it. The City has several different examples of mixing uses, constructed at differing points, from which to draw inspiration. Utilizing these examples, as well as examples elsewhere in the field, will inform best practices about mixing uses moving forward. Examples can be found Downtown, along Houk Road South at Glennwood Commons and at Coughlin's Crossing.

## Actions

### A.1.1

Adopt mixed-use zoning districts. Updates to the Zoning Code (see Objective 20) should encourage Planned Mixed Use Districts (PMUs) or equivalent that are consistent with the specific locations and generally desirable types of areas as described in Chapter 5, Character and Land Use. If Focus Area Plans are adopted as recommended in this Comprehensive Plan, overlay districts allowing by-right mixing of uses where appropriate should be considered.

### A.1.4

Work with experienced developers. While not appropriate or desirable for all new residential subdivisions, recent development projects in the region demonstrate a demand for housing that is developed within a walkable, connected, mixed use setting. The City should seek to attract and work with developers that have experience and interest in developing such communities and who are willing to work collaboratively with the City in identified locations where mixed-use development is desired

## OBJECTIVE A.2

### Encourage quality, higher density development in selected locations.

As a complement to encouraging mixed use development in selected locations, allowing for higher density in desired locations can help to support more sustainable and desirable growth (for example, the addition of in-demand housing units) while minimizing strain on expanding infrastructure and protecting open and agricultural space. It can help to provide a range of housing including attached housing for residents who work in the local community, enhancing the City's economic development goals. However, in order for higher density development to integrate into the existing environment, it will be critical that it is located so as to not adversely impact existing single-family only neighborhoods. It also must meet high standards for design quality of the units and the site, including landscaping, layout, roads, pedestrian paths, trees and other features.

## Actions

### A.2.1

Identify appropriate locations for quality, higher-density development. In accordance with the recommendations in this plan, locations in Downtown and certain areas in the vicinity may be appropriate for some additional density. In addition, mixed-use Activity Centers (nodes within or adjacent to existing development) can be appropriate for higher density if edge development conditions provide a buffer with single-use residential areas and design is of a high quality. In addition to the mixed-use Activity Centers identified in this plan, as Area Plans are developed for the Southeast and Southwest Focus Areas, specific

locations for higher density should be identified, generally around transportation corridors. This should include decreasing density in reasonable ranges moving outward from these corridors, culminating in single family detached development.

### OBJECTIVE A.3

#### Promote fiscally sustainable development practices.

As the City continues to grow, it will be important to understand its impacts and what sources of potential revenue can be used to offset them. (Guidance on this topic can also be found in Goal F.) Without appropriate and well-planned growth, fiscal sustainability is nearly impossible. On the other hand, if taken to the extreme and return on investment is the only consideration the City would serve no residents and only allow income tax producing uses. This extreme would ignore goals in this plan to create a diverse, populated, mixed-use connected community of people. Therefore, balancing fiscal objectives and other considerations is essential

### OBJECTIVE A.9

#### Maximize compatibility between existing and new development, while allowing for appropriate changes.

As new development takes place, it will be vitally important to the City's character that edge conditions between areas create buffers between incompatible uses to ensure compatibility. It is equally important to create a connected and seamless community when uses are generally compatible and where a certain mixing of uses is desired. This will require enhanced use of design parameters instead of buffering.

### Actions

#### A.9.1

Require transition areas at edges of development. As the plan is implemented, it will be important that Development Types allowed for at the edges of new development areas, including but not limited to the Southeast and Focus Areas, are compatible in use, character and scale with existing neighborhoods. In historic neighborhood patterns, these transitions can often be created in subtle ways using transitional uses designed expertly to provide connections between core development type areas. Future zoning code changes in these areas should specifically require that only Development Types that are appropriate to the surrounding context are located at edges, which could include the use of missing middle development housing to provide for appropriate density transitions. (See Chapter 3 for more information on missing middle housing). In addition, landscape buffers including parks, trails and natural areas should be encouraged in transition areas and transitional uses should be utilized.

## OBJECTIVE A.10

### Limit commercial sprawl to maintain land values.

Disconnected linear development along major corridors will create a sprawl-type pattern that will negatively impact traffic flow, devalue private investments in the long term, and create management issues for the City (such as service issues). Compact, clustered, connected and better-integrated development could accommodate a wider range of uses, create meaningful open spaces and coordinate services.

## Actions

### A.10.1

Require coordinated development on larger parcels. Through the use of design guidelines for corridors, as described in Action A.8.1, the City should require coordinated development with consistent architecture, materials, signage, and landscaping, consolidating access and utilities. (This may not be possible for all lots and developments where there are pre-existing small lots.) The use of Planned Mixed-Use Development Districts (PMUs) may also be appropriate at selected locations. Finally, corridor plans should be pursued for key corridors that align with the elements of this Comprehensive Plan.

## OBJECTIVE A.11

### Encourage development of vacant and underutilized parcels.

There are many vacant and underutilized parcels throughout the City. Some of these areas are smaller parcels that would be appropriate for infill. Others are much larger and could accommodate significant new development or redevelopment. These areas should be targeted for their economic development opportunity and potential to revitalize neighborhoods while ensuring that they add to the fabric of a neighborhood as opposed to replacing or destroying it.

## OBJECTIVE A.12

### Encourage standards for new development that promote sustainability.

The City values energy efficiency and sustainable development practices. Since the last comprehensive plan, there has been a growing interest in integrating sustainable development practices into new development. Such practices can include incorporating green infrastructure / stormwater management, preserving existing open space and natural resources, integrating green energy and creating building patterns that allow for a range of modes of transportation and access. While some private developers have willingly and enthusiastically embraced such practices, more work can be done to further enhance sustainable development efforts.

## OBJECTIVE A.14

### Enhance bicycle and pedestrian connections in association with growth and development.

As the City grows and develops it will be important to link new areas with desired bicycle and pedestrian connections, including enhanced sidewalks, multimodal paths, greenways and other accommodations. This objective should be pursued in combination with other efforts to support multimodal travel as described in Goal E.

#### Actions

##### A.14.1

Implement the Bicycle and Pedestrian Master Plan 2027. As described in Action E.10.1, the City's Bicycle and Pedestrian Master Plan proposes both overarching approaches and specific recommended connections for people traveling by foot and bicycle. It anticipates further growth of the City and its implementation will be a key way in which growth can be accommodated while supporting high quality of life.

##### A.14.3

Provide connections from newly developed areas to greenway corridors. As new neighborhoods and employment centers are built, connecting them to greenway corridors will support bicycle and pedestrian travel. The City should work with developers and others to anticipate future needs and accommodate them as feasible within and between new developments as they are built (or even prior to construction) as opposed to designing and constructing them later. This will help to ensure that travel patterns are established and other investment decisions coordinated as new communities are emerging.

## OBJECTIVE A.15

### Encourage infill and redevelopment in the Riverfront, Near East Side and South Sandusky Street Focus Areas.

The Riverfront, US 36 East Gateway and South Sandusky Street Focus Areas fall primarily within City limits and have been identified as having significant opportunity for infill and redevelopment. (See Chapter 5 for more information about these areas.) Encouraging sensitive infill and redevelopment provides an opportunity for improving the built environment, supporting economic development and providing needed housing and amenities within these areas. These areas are established neighborhoods that are already served by infrastructure and have existing residents and businesses that have a stake and an interest in their future and should be consulted on future plans. Strategies to avoid displacement of current residents should be a priority

## OBJECTIVE B.6

### Support workforce development.

Companies tend to follow the workforce in a tight labor market such as is anticipated in the future in central Ohio, so attracting a workforce—especially younger, well-educated and skilled people—helps in securing opportunities for business development. If directed toward current residents, workforce development also supports local employment. Delaware lacks the necessary labor pool (un/semi-skilled and skilled production workers) to support industrial growth beyond the amount that already exists. Key issues relate to the lack of services and amenities, housing, and the environment that is created around industrial zones for attracting workers to Delaware.

## Actions

### B.6.3

Increase the amount of workforce housing. While many units exist today, local employers and other community members have expressed a need for more attainable workforce housing to attract and retain quality workers in Delaware. Actions as specified in Goal D should be pursued to address this action.

## OBJECTIVE D.1

### Provide more attainable housing.

Meeting the housing needs of existing and potential residents, including workers at Delaware's manufacturing and business facilities, is a priority. Addressing the need for attainable housing will ameliorate the cross-commutation patterns (number of people working in Delaware but living elsewhere because they cannot afford to live there and vice versa) that characterize Delaware's labor market. It will also help to make Delaware a more complete community with a population that is diverse in income levels.

## OBJECTIVE D.2

### Provide more affordable housing.

In addition to attainable housing that is targeted to moderate income households, there is also a need in Delaware to support the provision of affordable housing targeting low-income households. This housing provides a critical safety net for people who are experiencing financial hardship and is especially important in light of the ongoing challenges caused by the COVID-19 crisis.

## Actions

### D.2.1

Continue to work with community organizations. The City should continue to work with non-profit community organizations to provide affordable and transitional housing, not only for the financially challenged but also for physically and developmental challenged individuals. The City should continue to actively participate in the Delaware County Housing Alliance. This will be an ongoing activity.

## OBJECTIVE D.3

### Diversify the housing stock.

Encouraging the retention and construction of a variety of housing types will help the City to attract new residents and accommodate the existing population as preferences and needs change over time. This will create a more robust housing market and provide the choice in lifestyles that will continue to make the City desirable in the upcoming decades.

## Actions

### D.3.11

Ensure quality rental apartments. The City of Delaware has a higher proportion of rental housing than the County. However, the housing market analysis has identified a potential need for additional rental housing in the future due to increased demand. The need for more rental housing dovetails with the need for more attainable housing generally as well as changing demographics for home ownership. New rental units could help to retain and attract recent graduates entering the work force or employees at Delaware's manufacturing and other industrial facilities, many of whom cannot otherwise find affordable, new single-family detached housing in the City. While the City must appropriately balance rental with for sale housing, quality of rental housing should also be a priority regardless of rent rate. Several actions can be taken to incentivize the amount and kind of rental housing that is available, including providing incentives for rehabilitation (Action D.3.12), incorporating rental housing into area plans for Focus Areas (Action D.3.13) and licensing rental properties (Action D.3.14).

## OBJECTIVE D.4

### Maintain and protect housing values and character.

Current and potential future residents of Delaware desire to live in neighborhoods that retain high quality housing. This is important both to maintain housing values and to preserve existing character.

## OBJECTIVE D.6

### Enhance linkages between housing and amenities.

Planning and constructing housing that allows for easy access to services and amenities will help Delaware to continue to differentiate itself as a community of choice in central Ohio. This will require both innovating with respect to new housing and fostering connections between existing housing and amenities.

## Actions

### D.6.2

Explore opportunities to enhance neighborhoods through well-connected street networks and walkable blocks. The City's land development policies should be reviewed relative to their ability to promote development that utilizes a street pattern of walkable blocks with minimal use of cul-de-sacs. Specifically, opportunities to increase connections to adjacent neighborhoods should be explored including

retrofitting existing neighborhoods to provide connectivity. Preferences for neighborhood streets to include sidewalks on both sides of the street should continue to be expressed.

## OBJECTIVE E.2

### Enhance parks and open space.

The City's existing public and private parks and open spaces are key amenities that support a high quality of life. Their benefits for recreation, environmental quality and public enjoyment have been well-supported through the comprehensive plan process. This includes the preservation and enhancement of existing parks and open space that are accessible from the City's neighborhoods, as well as ensuring accessibility of parks and open space in new neighborhoods to the benefit of potential future residents of these areas as well as the public generally.

## OBJECTIVE E.3

### Preserve natural environments.

Through a combination of managing new development and pursuing policies and programs, the City should seek to preserve natural environments and the habitats they support. This should be pursued while connecting and integrating them (where appropriate) to the larger community network.

## Actions

### E.3.1

Continue river and stream protection measures. The City will continue to promote conservation along rivers and streams through the location of parks and open space, floodplain preservation, requirement of forested buffers, and promotion of conservation easements. This will include continuation of the following policies and programs:

- > Public parkland and private open space along the Olentangy River and its tributaries should be acquired/ designated. Park impact fee funds should be set aside to acquire identified natural areas and preserves to protect the resources, provide for their connection to Greenway networks (where appropriate), and integrate them into the larger community.
- > Development continues to be strictly regulated within in the 100-year regulatory floodplain. However, it should be recognized that portions of the built urban environment such as Downtown are within this area and should be allowed to continue and be enhanced over time.
- > Permanent conservation easements are designated on public and private property along riparian corridors as appropriate and/or concurrent with development.

### E.3.7

Support existing State and City requirements for identified critical wetlands for preservation or mitigation. While conservation and mitigation of existing wetlands has remained a priority for the City, there is opportunity to potentially incorporate new, pocket critical and identified wetlands. These shallow marsh systems are designed to assist with stormwater management and support biodiversity. They can also

serve as a valuable community asset for education if large enough and significant in nature (for example, if they include interpretive signage) and public enjoyment.

## **OBJECTIVE E.5**

### **Protect water quality.**

The quality of Delaware's water plays a major role in supporting a healthy natural environment for all community members to enjoy.

## **OBJECTIVE E.7**

### **Preserve and reinvest in valued historic buildings, features and neighborhoods.**

The City has a strong historic character defined by the Downtown, the neighboring residential districts, and extending east of the Olentangy River into the Riverfront District as well as the Ohio Wesleyan University campus. There are two districts on the National Register of Historic Places (Sandusky Street and Northwest), one area of the City that could meet the criteria to be placed on the National Register (Eastside Historic Area), and one locally designated district (the Downtown and portions of the Riverfront District) under the regulatory authority of the Historic Preservation Commission. There are also numerous individual structures that have been placed on the National Register. Finally, a number of historical markers, statues, murals and other features help to commemorate the City's history.

## **OBJECTIVE E.10**

### **Support multimodal transportation (bicycles, pedestrians and transit).**

Many Delaware residents have shared through the planning process that they would like to see an enhancement of transportation alternatives via improvements to infrastructure and service. These improvements, coupled with an effort to prioritize infill and redevelopment and to focus new development in key Focus Areas, is part of a fiscally sustainable, more sustainable and quality-of-life-centered approach to planning.

## **Actions**

### **E.10.3**

Implement a variety of pedestrian connections. Connections should serve both travel and recreation demand. Routes should include a variety of surfaces from paved ADA compliant routes to primitive recreation trails that make connections between higher level pedestrian ways and bikeways

## **OBJECTIVE F.1**

### **Continue practices that support sound fiscal planning.**

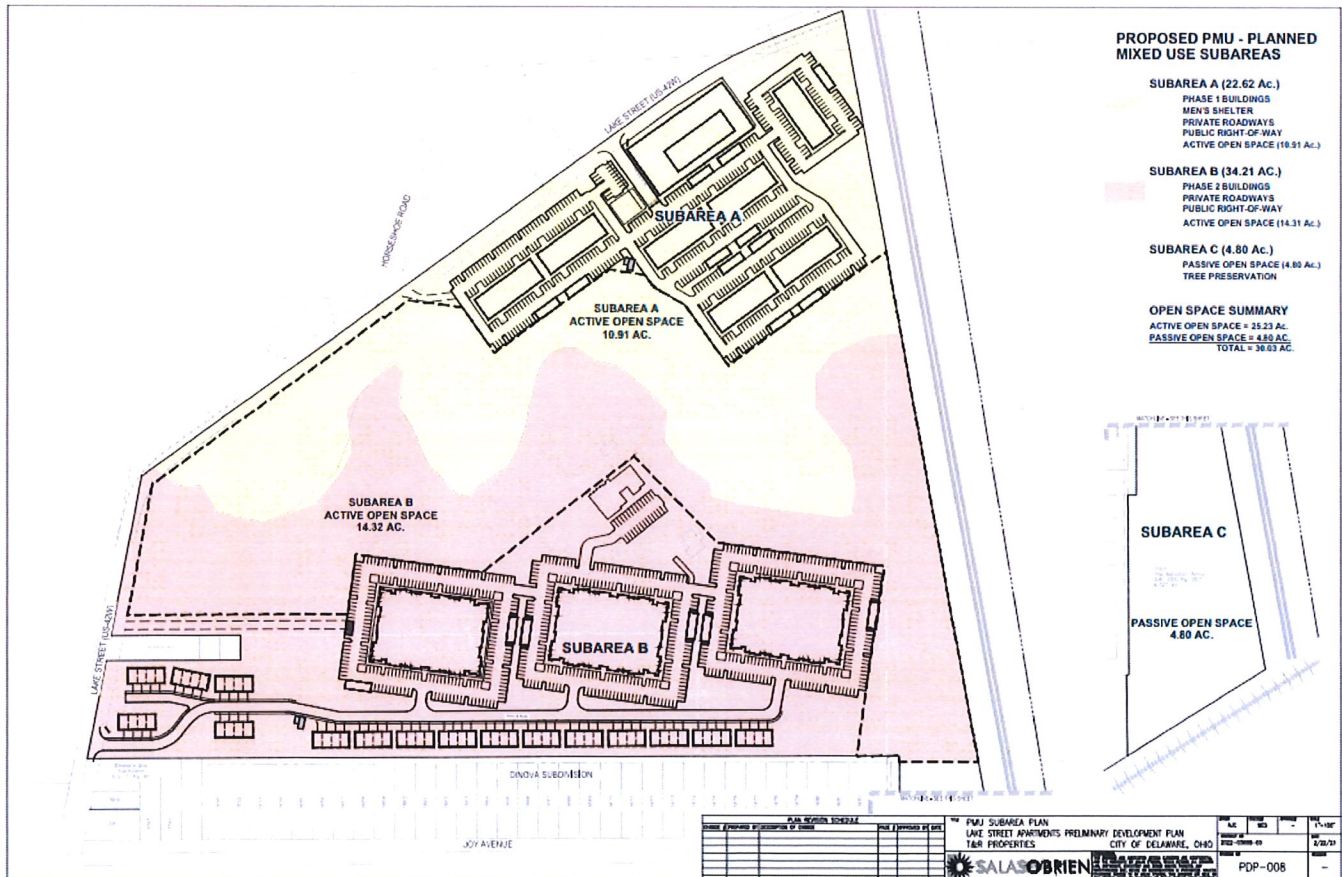
Delaware is in a strong fiscal position, but long-term fiscal health will require ongoing attention. The City has a number of procedures and practices in place that should be maintained.



T&R PROPERTIES, INC  
 PLANNED MIXED USE DEVELOPMENT TEXT FOR  
 LAKE STREET APARTMENT MASTER PLAN  
 340 LAKE STREET  
 DELAWARE, OHIO

1. DESCRIPTION OF DEVELOPMENT

T&R Properties is proposing a development text amendment for the former Greenwood Lake Master Plan (parcel #519-410-03-012-000) on property zoned A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) and to rezone subject parcel #519-442-07-001-000 from R-3 (One-Family Residential District) to A-1 PMU. The development would include market rate multifamily housing, workforce housing, a temporary housing facility/shelter for at risk individuals, club space for private recreational use, and outdoor park amenities and upgrades. The development would be divided into three Sub Areas (A, B, and C) The intent of this zoning text is to accompany Preliminary Development Plan submittal. This submittal, concurrent with Preliminary Development plan allows for a revitalization of a Former Salvation Army Campground/Greenwood Lake Camp to bring much needed housing variety to the City of Delaware. Additionally, the improvements will maintain high quality trees and add additional trees in locations specified in the landscape plan/tree preservation plan, and also make for a substantially more attractive former Greenwood Lake site via engineering of stormwater and stream enhancement areas. The overall density on this project will be 9.62 units/acre across subarea A, B, and C.



## 2. GENERAL DEVELOPMENT STANDARDS

- a. **Purpose and Intent.** It is the intent of this development to provide a mixed use development with compatible and common site improvements, architectural design, signage and amenities. This Development Text represents the zoning requirements for this area unless otherwise noted.
- b. **Conformance with Codified Ordinances and City Policy.** Unless noted otherwise within this development text, all development will be constructed and provided in conformance with the then current Codified Ordinances and City Policy in effect at the time of application.
- c. **Limitations.** Nothing in this text shall prohibit additional restrictions or requirements from being placed on the approval of any Final Development Plan.
- d. **Major Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent major modification to that plan shall only be permitted by resubmission and approval of a revised Final Development Plan through the procedures set forth in the Zoning Code. Major modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
  - (1) Any major change in the use or occupancy other than those uses specifically listed in this text for Sub-Area A, B and C.
  - (2) Major change in the approved location of land uses or land use sub-areas and building sizes of more than 10% .
  - (3) Substantial alteration of the basic geometry, including right-of-way width, and/or operation characteristics of any element of the approved private street pattern, access points and parking facilities that results in a change in operating characteristics or character.
- e. **Minor Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent minor modification to that plan shall only be permitted by resubmission and approval by the Director of Planning and Community Development of a revised Final Development Plan. Minor modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
  - (1) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning & Community Development.
  - (2) Any minor change to the use or occupancy of Sub-Area A, B and C other than those uses specifically allowed in this text or any minor changes to the approved site layout.
  - (3) Minor change in the approved location of land uses or land use sub-areas.

## DRAFT TEXT

- (4) Minor alteration of the basic geometry, including right-of-way width, and/or operation characteristics of any element of the approved private street pattern, access points and parking facilities that results in a change in operating characteristics or character.
- (5) Minor structural alterations that do not alter the overall design intent of the building.

f. **Tree Removal and Replacement.** The Applicant is designing the site to preserve a substantial amount of existing, mature trees. Tree removal and replacement shall meet the following standards:

- (1) Applicant's development shall preserve 24,819 caliper inches of trees
- (2) Applicant's development shall remove 13,888 caliper inches of trees

Such tree preservation/removal plan is an attachment to this zoning and exhibit in applicant's preliminary development plan.

### 3. SUB-AREAS

The project is separated into three Sub-Areas that represent the distinct areas of development. Sub-Area A is located north of the centerline of Former Greenwood Lake and is proposed to be developed for two (2) distinct uses: 1. Multi-family housing for rent, which encompasses the majority of the site (including amenities such as private club space) and 2. Short term supervised residential housing. An emergency vehicle only curb cut on US 42 and private internal roadway improvements. Sub-Area B is located south of the centerline of Former Greenwood Lake and is proposed to be developed for multi-family housing for rent (including amenities such as private club space) and a preexisting building that will be maintained for a detached single-family house for rent. Sub-Area C is located on the entirety of Parcel #519-442-07-001-000 and is reserved for passive open space.

### 4. SUB-AREA A – NORTH OF CENTERLINE OF FORMER GREENWOOD LAKE

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

(1) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

A. **Multifamily for Rent:** 252 apartment units (84 studio, 42 1Bed/1Bath, 126 2Bed/2Bath) in 3-story walk up garden style apartment buildings. Further design features and clubhouses are described in Preliminary Development Plan.

(2) **Conditionally Permitted Uses.** In addition to all standards specified within this development text, uses listed as conditionally permitted uses shall meet all the then current Zoning Code standards for approval of a Conditional Use Permit current at

## DRAFT TEXT

the time of application for the specific conditional use as well as any other regulations contained within the Zoning Code and applicable to the conditional use.

- (3) **Limited Uses.** Limited uses shall be considered permitted uses subject to complying with all the specific limitations and restrictions as specified within this text as determined by Final Development Plan approval.
- (4) **Accessory Uses and Structures.** Although not specified in the chart below, accessory uses, which are considered allowed uses, include those items that are customarily incidental and secondary to the principal use of the land. Such items include but are not limited to signs, fences, trash receptacles and enclosures, and off-street parking areas. If the uses are specified as conditional or limited uses the processes and limitations shall apply regardless of accessory use status.

| Land Use Category  | Sub-Area A Uses |
|--|-----------------|
| <b>(a) Residential</b>   |                 |
| (1) <b>Bed and Breakfast</b>   | <b>P</b>        |
| (2) <b>Short Term Residential with 24 Hour Supportive Services and Supervision</b> | <b>L</b>        |
| (3) <b>Multiple Family Dwellings</b>   | <b>P</b>        |
| <b>(b) Community Facilities</b>  |                 |
| (1) <b>Place of Worship</b>  | <b>P</b>        |
| (2) <b>Day Care Center – child/adult</b>   | <b>P</b>        |
| (3) <b>Public safety and service facility</b>                                      | <b>P</b>        |
| (4) <b>Private Club Space Amenity for Development</b>                              | <b>A</b>        |
| <b>(c) Office and Professional Services</b>  |                 |
| (1) <b>Offices – administrative, business and professional</b>                     | <b>P</b>        |
| (2) <b>Medical and dental offices, health and allied services</b>                  | <b>P</b>        |
| <b>(d) Accessory Uses &amp; Structures</b>   |                 |

|   |   |
|---|---|
| (1) Off Street Parking                          | A |
| (2) Fence, wall, patio, deck, landscape feature | A |
| (3) Storage/Maintenance Buildings               | A |
| (4) Park and Playground                         | A |
| (5) Clubhouse                                   | A |
| (6) Swimming Pool                               | A |
| (7) Community Gardens                           | A |
| (8) Detached Garage Buildings                   | A |

(1) **Specific Standards for Limited Uses.** Any use listed as a limited use shall meet all requirements of the Zoning Code, unless otherwise exempted or modified in this Section which shall take precedence in all cases, as determined through the Final Development Plan approval process. If any of the requirements set forth in this text or the then current Zoning Code are not met, the use shall be considered a Conditional Use and a Conditional Use Permit must be approved as set forth in the Zoning Code.

- a. **Short Term Residential with 24 Hour Supportive Services and Supervision (St. Vincent de Paul Men’s Shelter of Delaware).** A men’s shelter shall be allowed that will be primarily for men re-entering the community from the Delaware County Jail. There will be staff or trained volunteers on site at all times. We may have up to 3 staff (director, receptionist, case manager) on site at the same time. The building plan is one story up to 6,000 square feet of space, with an attached garage. 5 individuals will be housed under this use initially, with up to 20 in the future. The building will include:
  - a multipurpose room that can be used as a warming center for up to 4 men (this is separate and distinct from the 5 men admitted to the shelter), reception area, dedicated offices, living room, dining room, kitchen, computer room, laundry room, outdoor space for recreational use (i.e., picnic tables, space to play catch or set up a game), an outdoor smoking area that is covered so it can be used year round, a garden, parking lot, fenced in yard, security system..

This type of use shall be in Subarea A of the plan and shall submit a separate preliminary and final development plan than the greater development. However, this general use shall

be allowed and placed into the respective land use for this site. The land is clearly marked as a set aside on Preliminary development plan.

- b. **Lot Standards.** The following standards shall apply for lot standards and coverage.

| Lot Standards                       |  |
|-------------------------------------|--|
| (1) Minimum lot area                | 22.6 acres   |
| (2) Minimum lot width and frontage* | As approved on the Final Development Plan and consistent with the Preliminary Development Plan |
| (3) Maximum building coverage       | 18%  |
| (4) Maximum lot coverage**          | 40%  |

\*Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

\*\*Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of Sub-Area A, excluding any existing public right-of-way, and converted to a percentage.

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

| Minimum Building Setbacks                         |        |
|---|--------|
| (1) Setback from right-of-way (US 42/Lake Street) | 25 ft. |
| (2) Perimeter Setback                             | 40 ft. |

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

| Minimum Parking Setbacks                          |        |
|---|--------|
| (1) Setback from right-of-way (US-42/Lake Street) | 14 ft. |

- e. **Maximum Building Height.** The maximum height of any building or structure shall be three stories not to exceed 50 feet as measured from finished floor elevation to the highest point of the roof.

- f. **Building Design.** All new buildings regardless of use shall consist of a combination of horizontal and vertical vinyl with a stone/cultured stone wainscoting around all sides. To create a cohesive and unified design throughout the entire development, each building shall be consistent in overall design, color, material, and architectural pattern as finally determined through the Final Development Plan review process and substantially similar to the elevations submitted in the Preliminary Development Plan.
- (1) Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, stone, cedar planking, cement fiber siding, or similar approved products as the exterior material and be designed in a consistent and cohesive manner to the principal building in which it serves.
  - (2) Mechanical Equipment shall be screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures as deemed appropriate. The height of such screening shall be equivalent to the height of the highest mechanical equipment.
- g. **Parking.** The amount of parking provided shall not be more than that shown on the approved Final Development Plan and shall meet the minimum parking requirements of the current Zoning Code. However, because the Planning Commission encourages the reduction of the required amount of parking by up to 30% the parking requirements of the Development may be reduced with approval of the Planning Commission with approval of a Final Development Plan. Detached garage buildings shall be allowed on the property.
- h. **Landscaping and Screening.** All landscaping shall meet the requirements of the Zoning Code and the Gateways & Corridors Plan; except as otherwise approved on the Final Development Plan and not dissimilar as shown on the Preliminary Development Plan.
- i. **Lighting.** Building, site, and accent lighting shall be provided in accordance with the current Zoning Code at time of Final Development Plan approval and shall be fully cut-off and recessed, upgraded in design, black in color, and have an overall design style throughout the development.
- j. **Signs.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165.16(c) and will be provided as part of the Final Development Plan. All signage proposed for this Planned Mixed Use Development will comply with the Gateways & Corridors Plan (GCP) and Chapter 1165 of the City of Delaware Zoning Code.
- k. **Roads.** Any new or existing private road(s) to be constructed and/or widened within the development shall comply with the City minimum requirements or as approved by the City Engineer. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plans for the subject phase.



## DRAFT TEXT

- l. **Utilities.** Any new or existing utilities(s) to be constructed and/or extended within the development shall comply with the City minimum requirements or as approved by the City Director of Utilities. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plans for the subject phase.
- m. **Open Space.** Open space in this Subarea shall also have access to and utilize the Open Space herein defined in the open space exhibit. This shall include walkways, benches, and an improved amphitheater. Provision has been made on the plan for a bikeway/pedestrian connection adjacent to US 42 (Lake Street) across what was the former Greenwood Lake. While that connection is not a requirement of the developer, the provision of easements and physical space as directed by the City is a requirement. Ultimately, due to the exuberant costs and complexities of such a connection, a partnership including a cash contribution by the developer of \$150,000.00, will be required to implement this improvement. Likely, grant sources will need to be identified and obtained as well.

## 5. SUB-AREA B – SOUTH OF CENTERLINE OF FORMER GREENWOOD LAKE

- a. **Uses.** The following uses shall be considered permitted, conditionally permitted, or limited uses in Sub-Area A as represented in the chart below by P, C, or L, respectively, and as defined by attached Chapter 1121 of the Zoning Code. Any use not listed in the chart shall be considered a prohibited use unless amended by action of the Planning Commission and City Council through a Zoning Amendment process.
  - (1) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.
    - A. **Multi-family for rent housing:** 3, 3-story flat buildings which includes a total of 120 1Bed/1Bath, and 156 2Bed/2Baths, and 64 two-story townhome buildings which are 3Bed/2.5bath. Further design features and clubhouse are further described on Preliminary Development Plan.
  - (2) **Conditionally Permitted Uses.** In addition to all standards specified within this development text, uses listed as conditionally permitted uses shall meet all the then current Zoning Code standards for approval of a Conditional Use Permit current at the time of application for the specific conditional use as well as any other regulations contained within the Zoning Code and applicable to the conditional use.
  - (3) **Accessory Uses and Structures.** Although not specified in the chart below, accessory uses, which are considered allowed uses, include those items that are customarily incidental and secondary to the principal use of the land. Such items include but are not limited to signs, fences, trash receptacles and enclosures, and off-street parking areas. If the uses are specified as conditional or limited uses the processes and limitations shall apply regardless of accessory use status.

DRAFT TEXT

| Land Use Category  | Sub-Area B Uses |
|--|-----------------|
| <b>(d) Residential</b>                                     |                 |
| (1) Bed and Breakfast                                      | P               |
| (2) Single-Family Attached and/or Detached Dwellings       | P               |
| (3) Multiple Family Dwellings                              | P               |
| <b>(e) Community Facilities</b>                            |                 |
| (1) Place of Worship                                       | P               |
| (2) Day Care Center – child/adult                          | P               |
| (3) Public safety and service facility                     | P               |
| (4) Private Club Space Amenity for Development             | A               |
| <b>(f) Office and Professional Services</b>                |                 |
| (1) Offices – administrative, business and professional    | P               |
| (2) Medical and dental offices, health and allied services | P               |
|  |                 |
| <b>(g) Accessory Uses &amp; Structures</b>                 |                 |
| (9) Off Street Parking                                     | A               |
| (10) Fence, wall, patio, deck, landscape feature           | A               |
| (11) Storage/Maintenance Buildings                         | A               |
| (12) Park and Playground                                   | A               |
| (13) Clubhouse   | A               |
| (14) Swimming Pool   | A               |
| (15) Community Gardens                                     | A               |
| (16) Detached Garage Buildings                             | A               |

- b. **Lot Standards.** The following standards shall apply for lot standards and coverage.

| <b>Lot Standards</b>                |  |
|-------------------------------------|--|
| (5) Minimum lot area                | 34.21 acres  |
| (6) Minimum lot width and frontage* | As approved on the Final Development Plan and consistent with the Preliminary Development Plan |
| (7) Maximum building coverage       | 18%  |
| (8) Maximum lot coverage**          | 50%  |

\*Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

\*\*Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of Sub-Area A, excluding any existing public right-of-way, and converted to a percentage.

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

| <b>Minimum Building Setbacks</b>                  |         |
|---|---------|
| (1) Setback from right-of-way (US 42/Lake Street) | 25 ft.  |
| (2) Perimeter Setback – east property line        | 150 ft. |
| (3) Perimeter Setback – south property line       | 25 ft.  |

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

| <b>Minimum Parking Setbacks</b>                   |        |
|---|--------|
| (1) Setback from right-of-way US-42 (Lake Street) | 20 ft. |

- b. **Maximum Building Height.** The maximum height of any building or structure shall be three stories not to exceed 50 feet as measured from finished floor elevation to the highest point of the roof.

- c. **Building Design.** All new three-story buildings regardless of use shall consist of a combination of cement fiber siding and with all elevations containing a minimum approximately 35% of brick and/or stone. All new two-story townhomes shall consist of cement fiber siding and 35% brick and/or stone on the fronts. To create a cohesive and unified design throughout the entire development, each building shall be consistent in overall design, color, material, and architectural pattern as finally determined through the Final Development Plan review process and substantially similar to the elevations submitted in the Preliminary Development Plan.
- i. Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, stone, cedar planking, cement fiber siding, or similar approved products as the exterior material and be designed in a consistent and cohesive manner to the principal building in which it serves.
  - ii. Mechanical Equipment shall be screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures as deemed appropriate. The height of such screening shall be equivalent to the height of the highest mechanical equipment.
- d. **Parking.** The amount of parking provided shall not be more than that shown on the approved Final Development Plan and shall meet the minimum parking requirements of the current Zoning Code. However, because the Planning Commission encourages the reduction of the required amount of parking by up to 30% the parking requirements of the Development may be reduced with approval of the Planning Commission with approval of a Final Development Plan. Detached garage buildings shall be allowed on the property.
- e. **Landscaping and Screening.** All landscaping shall meet the requirements of the Zoning Code and the Gateways & Corridors Plan; except as otherwise approved on the Final Development Plan and not dissimilar as shown on the Preliminary Development Plan.
- f. **Lighting.** Building, site, and accent lighting shall be provided in accordance with the current Zoning Code at time of final development plan approval and shall be fully cut-off and recessed, upgraded in design, black in color, and have an overall design style throughout the development.
- g. **Signs.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165.16(c) and will be provided as part of the Final Development Plan. All signage proposed for this Planned Mixed Use Development will comply with the Gateways & Corridors Plan (GCP) and Chapter 1165 of the City of Delaware Zoning Code.
- h. **Roads.** Any new or existing private road(s) to be constructed and/or widened within the development shall comply with the City minimum requirements or as approved by the City Engineer. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plans for the subject phase.

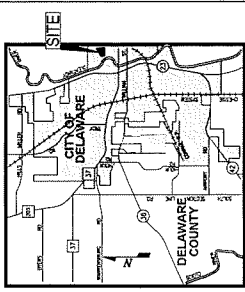
## DRAFT TEXT

- i. **Utilities.** Any new or existing utilities(s) to be constructed and/or extended within the development shall comply with the City minimum requirements or as approved by the City Director of Utilities. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plans for the subject phase.
- j. **Open Space.** Open space in this Subarea shall also have access to and utilize the Open Space herein defined in the open space exhibit. This shall include walkways, benches, and an improved amphitheater. Provision has been made on the plan for a bikeway/pedestrian connection adjacent to US 42 (Lake Street) across what was the former Greenwood Lake. While that connection is not a requirement of the developer, the provision of easements and physical space as directed by the City is a requirement. Ultimately, due to the exuberant costs and complexities of such a connection, a partnership including a cash contribution by the developer of \$150,000.00, will be required to implement this improvement. Likely, grant sources will need to be identified and obtained as well.

## 6. SUB-AREA C

- a. **Uses.** Subarea C includes passive open space preserve which is the entirety of Parcel # #519-442-07-001-000 and a total of 4.80 acres. This area shall be maintained as a permanent tree preserve.

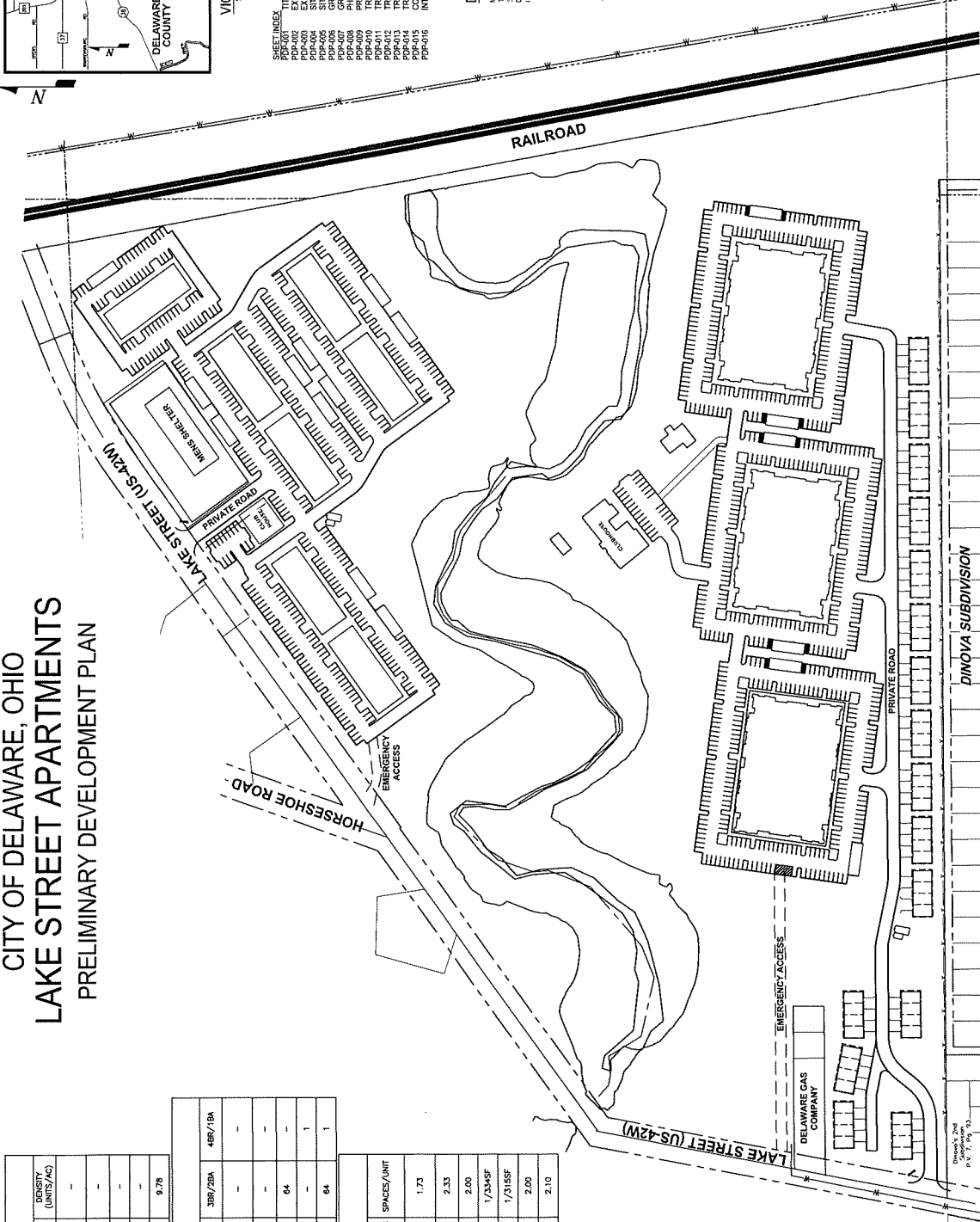
# CITY OF DELAWARE, OHIO LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN



- SHEET INDEX**
- PP-001 COVER SHEET
  - PP-002 EXISTING CONDITIONS - SOUTH
  - PP-003 EXISTING CONDITIONS - NORTH
  - PP-004 SITE DIMENSION & LAYOUT
  - PP-005 GRADING & UTILITY PLAN - SOUTH
  - PP-006 GRADING & UTILITY PLAN - NORTH
  - PP-007 PROPOSED PAVEMENT PLAN
  - PP-008 PROPOSED PAVEMENT PLAN SUBAREAS
  - PP-009 TREE SURVEY
  - PP-010 TREE SURVEY
  - PP-011 TREE SURVEY
  - PP-012 TREE SURVEY
  - PP-013 CONCEPTUAL OPEN SPACE/AMENITY PLAN
  - PP-014 CONCEPTUAL OPEN SPACE/AMENITY PLAN
  - PP-015 INTERSECTION SITE DISTANCE
  - PP-016 INTERSECTION SITE DISTANCE

**DEVELOPER**  
SALASOBRLEN  
388 STONERIDGE LANE  
COLUMBUS, OHIO 43217  
(614) 924-4000

**CONSULTANT**  
SALASOBRLEN  
388 STONERIDGE LANE  
COLUMBUS, OHIO 43217  
(614) 924-4000



| DEVELOPMENT SUMMARY |                     |             |                    |
|---------------------|---------------------|-------------|--------------------|
| DEVELOPMENT USE     | NUMBER OF BUILDINGS | TOTAL UNITS | DENSITY (UNITS/AC) |
| APARTMENTS - NORTH  | 7                   | 36          | 252                |
| APARTMENTS - SOUTH  | 3                   | 92          | 276                |
| TOWNHOMES           | 16                  | 4           | 64                 |
| SINGLE-FAMILY       | 1                   | 1           | -                  |
| <b>TOTAL</b>        |                     | <b>563</b>  | <b>9.78</b>        |

| UNIT SUMMARY       |            |            |            |           |
|--------------------|------------|------------|------------|-----------|
| DEVELOPMENT USE    | STUDIO/1BA | 1BR/1BA    | 2BR/2BA    | 4BR/1BA   |
| APARTMENTS - NORTH | 84         | 42         | 126        | -         |
| APARTMENTS - SOUTH | -          | 120        | 156        | -         |
| TOWNHOMES          | -          | -          | -          | 64        |
| SINGLE-FAMILY      | -          | -          | -          | 1         |
| <b>TOTAL</b>       | <b>84</b>  | <b>162</b> | <b>282</b> | <b>64</b> |

| PARKING SUMMARY    |             |                     |             |
|--------------------|-------------|---------------------|-------------|
| DEVELOPMENT USE    | TOTAL UNITS | ADA SPACES PROVIDED | SPACES/UNIT |
| APARTMENTS - NORTH | 252         | 437                 | 1.73        |
| APARTMENTS - SOUTH | 276         | 643                 | 2.33        |
| TOWNHOMES          | 64          | 128                 | 2.00        |
| CLUBHOUSE - NORTH  | 1           | 2                   | 1/3435F     |
| CLUBHOUSE - SOUTH  | 1           | 24                  | 1/3155F     |
| SINGLE-FAMILY      | 1           | 2                   | 2.00        |
| <b>TOTAL</b>       | <b>595</b>  | <b>1249</b>         | <b>2.10</b> |

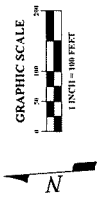
**PROPERTY INFORMATION**  
 PARCEL NUMBER: 254-000-00019-00019-00-00-00  
 SITE ADDRESS: 388 STONERIDGE LANE, COLUMBUS, OHIO 43217  
 TAX DISTRICT: 14 DELAWARE CDMP  
 SCHOOL DISTRICT: 710 DELAWARE CSD  
 USE CODE: 403 APTS-4R OR MORE RENTAL UNITS  
 ACRES: 61.625  
 OWNER NAME: SOMET BRIDGE ASSOCIATES LP  
 OWNER ADDRESS: 2096 STONERIDGE LANE, COLUMBUS, OHIO 43217, (614) 924-4000

**ZONING DISTRICT**  
 PMU-PLANNED MIXED USE OVERLAY DISTRICT

**FLOOD DESIGNATION**  
 THIS SITE LIES IN ZONE X-1 A SPECIAL FLOOD HAZARD AREA OF FEMA FIRM PANEL 130001E WITH EFFECTIVE DATE FEBRUARY 17, 2014.

**BACKGROUND**  
 THIS PROPERTY WAS FORMERLY THE SALVATION ARMY DAMAGED WHICH SUFFERED A MAJOR FAILURE AT STATE ROUTE 42 IN 2004. WHILE THE ROADWAY AND COLLEGE WERE REBUILT THE LAKE WAS NOT RESTORED TO ITS ORIGINAL STATE, INSTEAD OF...

**OBJECTIVES**  
 THE APPLICANT WANTS TO REDEVELOP THIS PROPERTY TO BUILD OR RECONSTRUCT APARTMENTS, TOWNHOMES TO FULFILL THE NEED FOR THESE TYPES OF RESIDENCES WITHIN THE CITY AND IMPROVE THE QUALITY OF THE EXISTING WATER RESOURCES.  
 LAKE STREET APARTMENTS WOULD PROVIDE UP TO 563 UNITS CLUSTERED TO ONE AND FOUR-FAMILY DWELLINGS AND A LAKE COMMERCIAL STREET BUS ROUTE AND IN TWO LOCATIONS, WITH TWO ADDITIONAL EMERGENCY VEHICLE ACCESS LOCATIONS.



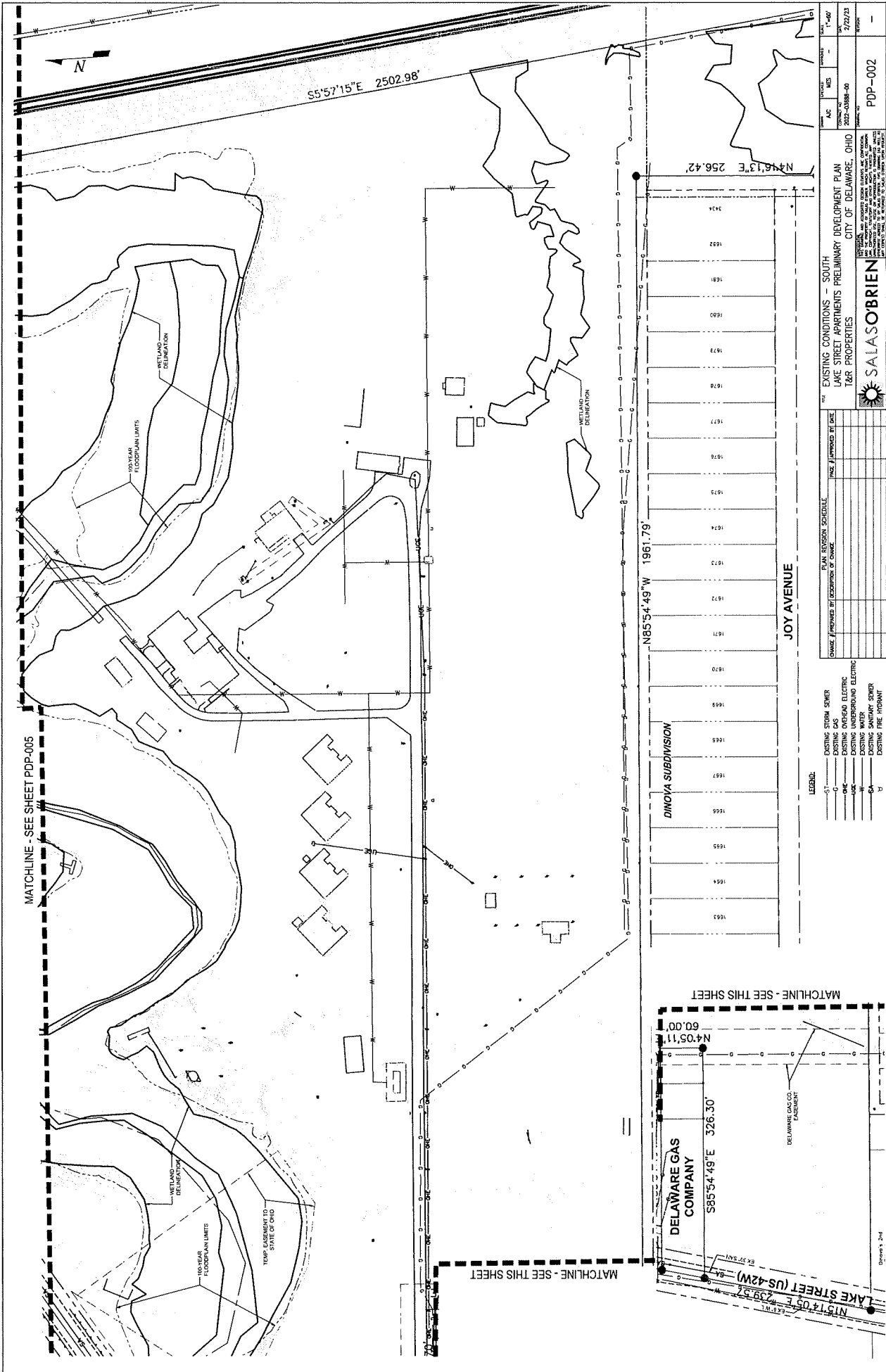
| DATE | APPROVED BY | DESCRIPTION OF CHANGE |
|------|-------------|-----------------------|
|      |             |                       |
|      |             |                       |
|      |             |                       |

PLAN REVISION SCHEDULE

COVER SHEET  
 LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN  
 CITY OF DELAWARE, OHIO  
 T&R PROPERTIES  
 SALASOBRLEN

| NO. | DATE    | DESCRIPTION  |
|-----|---------|--------------|
| 1   | 2/22/23 | 2022-0308-00 |
| 2   | 2/22/23 | 2022-0308-00 |

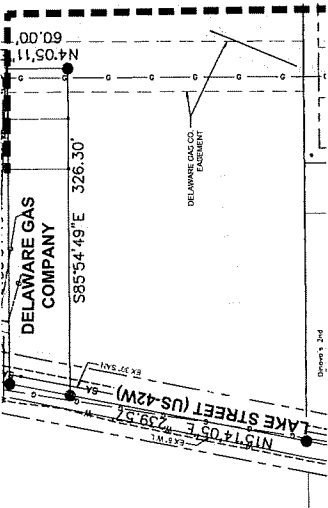
PDP-001



MATCHLINE - SEE SHEET PDP-005

MATCHLINE - SEE THIS SHEET

MATCHLINE - SEE THIS SHEET



- LEGEND:
- CT — EXISTING STORM SEWER
  - G — EXISTING GAS
  - OE — EXISTING OVERHEAD ELECTRIC
  - UE — EXISTING UNDERGROUND ELECTRIC
  - W — EXISTING WATER
  - SW — EXISTING WATER MAIN
  - SF — EXISTING FIRE MAIN

PLAN REVISIONS SCHEDULE

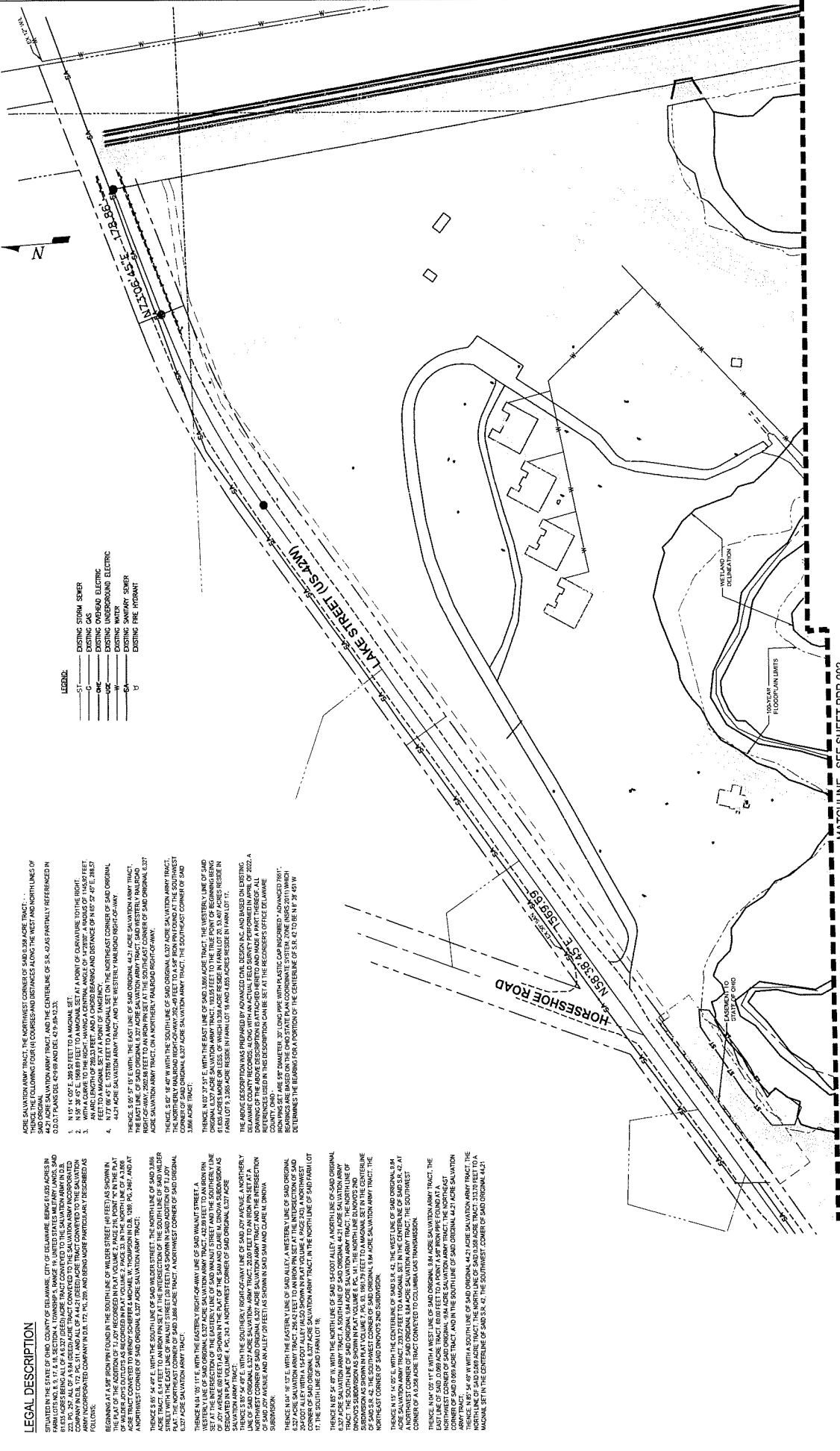
| NO. | DATE    | DESCRIPTION       | BY | CHKD. |
|-----|---------|-------------------|----|-------|
| 1   | 2/22/23 | ISSUED FOR PERMIT |    |       |

EXISTING CONDITIONS - SOUTH LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN T&R PROPERTIES

DATE: 1-40'  
SCALE: 1"=40'  
PROJECT: 2023-0888-00  
SHEET NO: PDP-002







ACRE SALVATION ARMY TRACT, THE NORTHWEST CORNER OF SAID 0.308 ACRE TRACT, ...  
 THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE WEST AND NORTH LINES OF  
 4.21 ACRE SALVATION ARMY TRACT AND THE CENTERLINE OF S.R. 42 AS PARTIALLY REFERENCED IN  
 02-01 PLAN DEL. 4789 AND DEL. 4789-13.33:

- N 15° 14' 02" E. 305.42 FEET TO A MAGNAN SET.
- N 07° 39' 35" E. 109.819 FEET TO AN ADVANCED ONE (1) SECTION P.C. AND BASED ON EXISTING  
 DELAWARE COUNTY RECORDS, ALONG WITH AN ACTUAL FIELD SURVEY PERFORMED IN APRIL OF 2022. A  
 DRAWING OF THE ABOVE DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF THIS RECORD. ALL  
 BEARINGS ARE BASED ON THE CONJUGATE PLAIN COORDINATE SYSTEM, ZONE 18SGS2011 WHICH  
 DETERMINES THE BEARING FOR A PORTION OF THE CENTERLINE OF S.R. 42 TO BE N 87° 39' 45" W.
- N 07° 39' 35" E. 109.819 FEET TO AN ADVANCED ONE (1) SECTION P.C. AND BASED ON EXISTING  
 DELAWARE COUNTY RECORDS, ALONG WITH AN ACTUAL FIELD SURVEY PERFORMED IN APRIL OF 2022. A  
 DRAWING OF THE ABOVE DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF THIS RECORD. ALL  
 BEARINGS ARE BASED ON THE CONJUGATE PLAIN COORDINATE SYSTEM, ZONE 18SGS2011 WHICH  
 DETERMINES THE BEARING FOR A PORTION OF THE CENTERLINE OF S.R. 42 TO BE N 87° 39' 45" W.
- N 127° 08' 42" E. 107.86 FEET TO A MAGNAN SET ON THE NORTHEAST CORNER OF SAID ORIGINAL  
 4.21 ACRE SALVATION ARMY TRACT, ON A NORTHERLY BALDHEAD RIGHT-OF-WAY.

THENCE S 02° 57' 19" E. WITH THE EAST LINE OF SAID ORIGINAL 4.21 ACRE SALVATION ARMY TRACT,  
 THE EAST LINE OF SAID ORIGINAL 1.037 ACRE SALVATION ARMY TRACT, SAID WESTERLY BALDHEAD  
 ACRE SALVATION ARMY TRACT, ON A NORTHERLY BALDHEAD RIGHT-OF-WAY.

THENCE S 07° 18' 42" W. WITH THE SOUTH LINE OF SAID ORIGINAL 1.037 ACRE SALVATION ARMY TRACT,  
 THE NORTHERLY BALDHEAD RIGHT-OF-WAY 370.49 FEET TO A S.P. IRON PIN FOUND AT THE SOUTHWEST  
 CORNER OF SAID ORIGINAL 1.037 ACRE SALVATION ARMY TRACT, THE SOUTHWEST CORNER OF SAID  
 3.886 ACRE TRACT.

THENCE N 07° 17' 17" E. WITH THE EAST LINE OF SAID 3.886 ACRE TRACT, THE WESTERLY LINE OF SAID  
 ORIGINAL 1.037 ACRE SALVATION ARMY TRACT, 103.54 FEET TO THE TRUE POINT OF BEGINNING BEING  
 THE INTERSECTION OF THE EAST LINE OF SAID ORIGINAL 1.037 ACRE SALVATION ARMY TRACT AND  
 PARCEL LOT 3, 3.005 ACRE RESID. IN PARCEL LOT 18 AND 4.555 ACRES RESID. IN PARCEL LOT 17.

THE ABOVE DESCRIPTION WAS PREPARED BY ADVANCED ONE, SECTION P.C. AND BASED ON EXISTING  
 DELAWARE COUNTY RECORDS, ALONG WITH AN ACTUAL FIELD SURVEY PERFORMED IN APRIL OF 2022. A  
 DRAWING OF THE ABOVE DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF THIS RECORD. ALL  
 BEARINGS ARE BASED ON THE CONJUGATE PLAIN COORDINATE SYSTEM, ZONE 18SGS2011 WHICH  
 DETERMINES THE BEARING FOR A PORTION OF THE CENTERLINE OF S.R. 42 TO BE N 87° 39' 45" W.

**LEGAL DESCRIPTION**

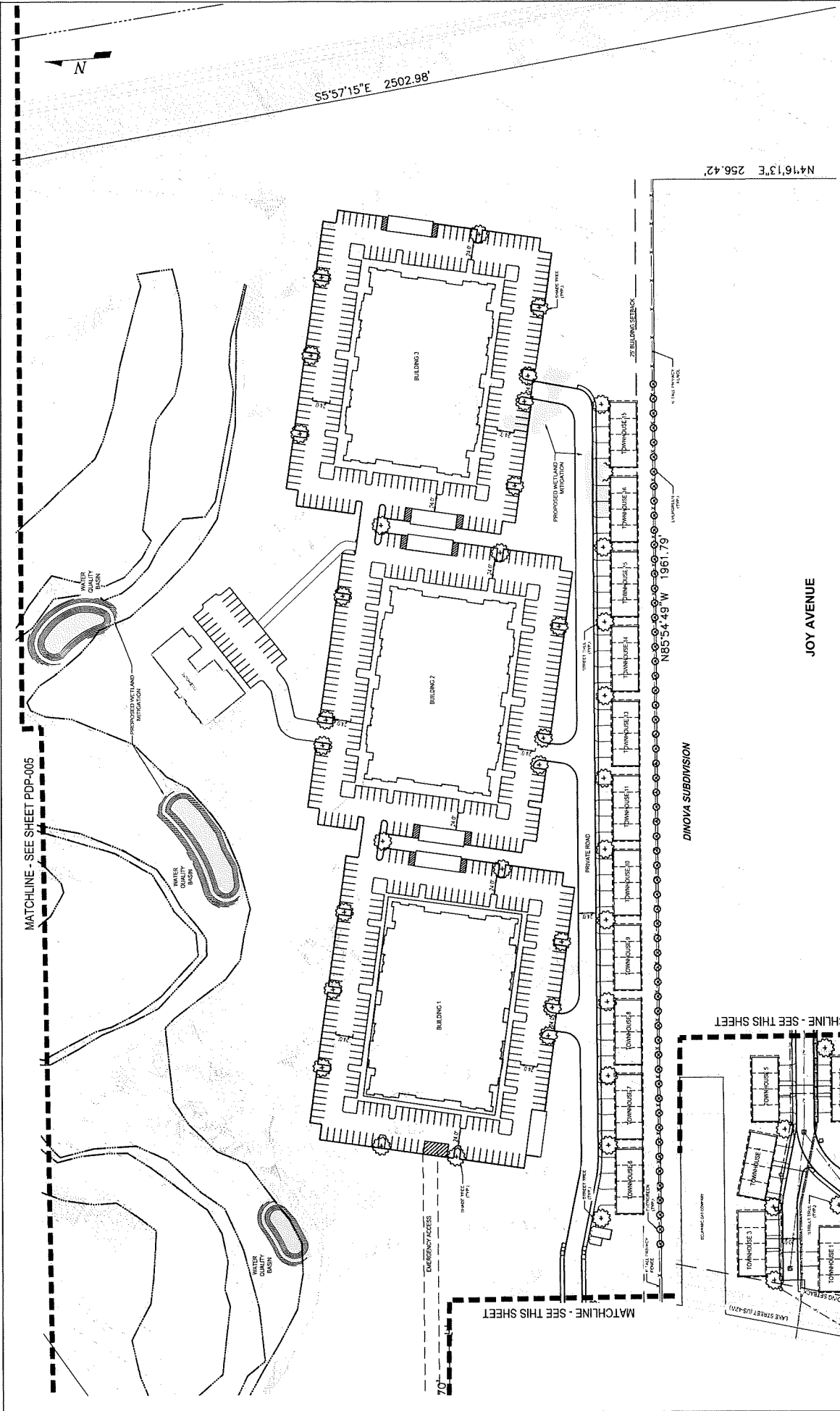
PARCELS IN THE STATE OF OHIO, COUNTY OF DELAWARE, CITY OF DELAWARE, BEING 6.023 ACRES IN  
 PARCEL LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- LEGEND**
- ST - EXISTING STORM SEWER
  - G - EXISTING GAS
  - E - EXISTING UNDERGROUND ELECTRIC
  - W - EXISTING WATER
  - SH - EXISTING SANITARY SEWER
  - D - EXISTING FIRE HYDRANT

| NO. | DESCRIPTION OF CHANGE  | DATE APPROVED BY USER | DATE    | BY | PROJECT      | PLAN NO. | DATE |
|-----|--|-----------------------|---------|----|--------------|----------|------|
| 1   | EXISTING CONDITIONS - NORTH LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN T&R PROPERTIES |                       | 7/27/23 |    | 2022-0086-00 | PDP-003  |      |

**SALAS O'BRIEN**

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF OHIO, LICENSE NO. 10812  
 REGISTERED PROFESSIONAL SURVEYOR  
 STATE OF OHIO, LICENSE NO. 10812



MATCHLINE - SEE SHEET PDP-005

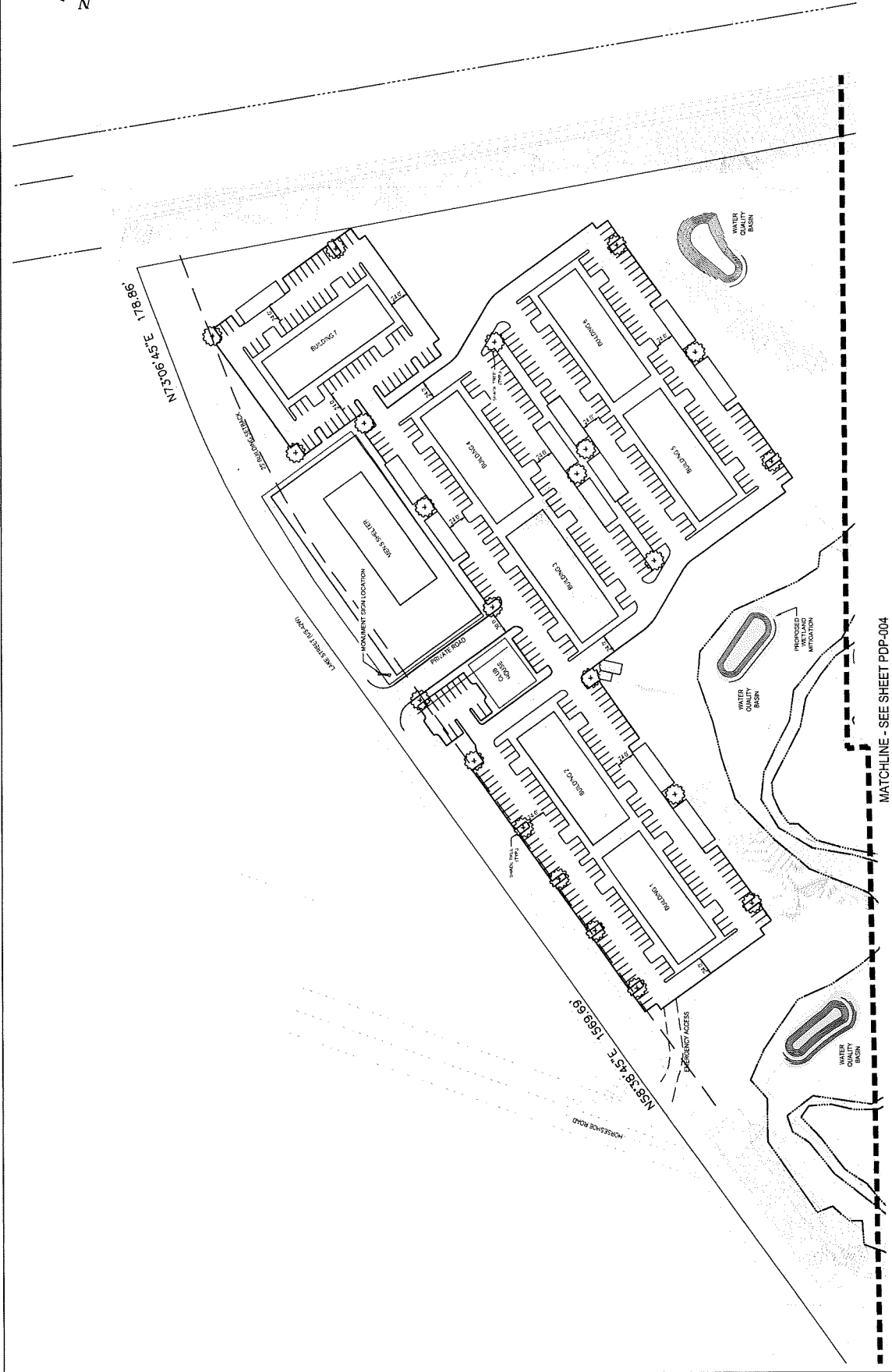
MATCHLINE - SEE THIS SHEET

JOY AVENUE

DINOVA SUBDIVISION

| NO. | DESCRIPTION                                | DATE | BY |
|-----|--|------|----|
| 1   | PLAN REVISION SCHEDULE                     |      |    |
| 2   | CHANGE (PREPARED BY DESCRIPTION OF CHANGE) |      |    |
| 3   | PLAN APPROVED BY USER                      |      |    |
| 4   | CHANGE APPROVED BY USER                    |      |    |
| 5   | DATE                                       |      |    |
| 6   | BY   |      |    |
| 7   | DATE                                       |      |    |
| 8   | BY   |      |    |
| 9   | DATE                                       |      |    |
| 10  | BY   |      |    |
| 11  | DATE                                       |      |    |
| 12  | BY   |      |    |
| 13  | DATE                                       |      |    |
| 14  | BY   |      |    |
| 15  | DATE                                       |      |    |
| 16  | BY   |      |    |
| 17  | DATE                                       |      |    |
| 18  | BY   |      |    |
| 19  | DATE                                       |      |    |
| 20  | BY   |      |    |
| 21  | DATE                                       |      |    |
| 22  | BY   |      |    |
| 23  | DATE                                       |      |    |
| 24  | BY   |      |    |
| 25  | DATE                                       |      |    |
| 26  | BY   |      |    |
| 27  | DATE                                       |      |    |
| 28  | BY   |      |    |
| 29  | DATE                                       |      |    |
| 30  | BY   |      |    |

PROJECT: SITE DIMENSION & LANDSCAPE PLAN - SOUTH LAKESIDE APARTMENTS PRELIMINARY PLAN  
 CLIENT: T&R PROPERTIES  
 CITY: DELAWARE, OHIO  
 SHEET NO.: PDP-004  
 DATE: 2/22/23  
 SCALE: 1/4"=1'-0"



| NO. | DATE    | DESCRIPTION                       | BY | CHKD. |
|-----|---------|-----------------------------------|----|-------|
| 1   | 7/27/22 | PREPARED BY DESCRIPTION OF CHANGE |    |       |
| 2   |         | PLAN REVISION SCHEDULE            |    |       |
| 3   |         | DATE APPROVED BY DATE             |    |       |
| 4   |         | DATE APPROVED BY DATE             |    |       |
| 5   |         | DATE APPROVED BY DATE             |    |       |
| 6   |         | DATE APPROVED BY DATE             |    |       |
| 7   |         | DATE APPROVED BY DATE             |    |       |
| 8   |         | DATE APPROVED BY DATE             |    |       |
| 9   |         | DATE APPROVED BY DATE             |    |       |
| 10  |         | DATE APPROVED BY DATE             |    |       |
| 11  |         | DATE APPROVED BY DATE             |    |       |
| 12  |         | DATE APPROVED BY DATE             |    |       |
| 13  |         | DATE APPROVED BY DATE             |    |       |
| 14  |         | DATE APPROVED BY DATE             |    |       |
| 15  |         | DATE APPROVED BY DATE             |    |       |
| 16  |         | DATE APPROVED BY DATE             |    |       |
| 17  |         | DATE APPROVED BY DATE             |    |       |
| 18  |         | DATE APPROVED BY DATE             |    |       |
| 19  |         | DATE APPROVED BY DATE             |    |       |
| 20  |         | DATE APPROVED BY DATE             |    |       |
| 21  |         | DATE APPROVED BY DATE             |    |       |
| 22  |         | DATE APPROVED BY DATE             |    |       |
| 23  |         | DATE APPROVED BY DATE             |    |       |
| 24  |         | DATE APPROVED BY DATE             |    |       |
| 25  |         | DATE APPROVED BY DATE             |    |       |
| 26  |         | DATE APPROVED BY DATE             |    |       |
| 27  |         | DATE APPROVED BY DATE             |    |       |
| 28  |         | DATE APPROVED BY DATE             |    |       |
| 29  |         | DATE APPROVED BY DATE             |    |       |
| 30  |         | DATE APPROVED BY DATE             |    |       |
| 31  |         | DATE APPROVED BY DATE             |    |       |
| 32  |         | DATE APPROVED BY DATE             |    |       |
| 33  |         | DATE APPROVED BY DATE             |    |       |
| 34  |         | DATE APPROVED BY DATE             |    |       |
| 35  |         | DATE APPROVED BY DATE             |    |       |
| 36  |         | DATE APPROVED BY DATE             |    |       |
| 37  |         | DATE APPROVED BY DATE             |    |       |
| 38  |         | DATE APPROVED BY DATE             |    |       |
| 39  |         | DATE APPROVED BY DATE             |    |       |
| 40  |         | DATE APPROVED BY DATE             |    |       |
| 41  |         | DATE APPROVED BY DATE             |    |       |
| 42  |         | DATE APPROVED BY DATE             |    |       |
| 43  |         | DATE APPROVED BY DATE             |    |       |
| 44  |         | DATE APPROVED BY DATE             |    |       |
| 45  |         | DATE APPROVED BY DATE             |    |       |
| 46  |         | DATE APPROVED BY DATE             |    |       |
| 47  |         | DATE APPROVED BY DATE             |    |       |
| 48  |         | DATE APPROVED BY DATE             |    |       |
| 49  |         | DATE APPROVED BY DATE             |    |       |
| 50  |         | DATE APPROVED BY DATE             |    |       |

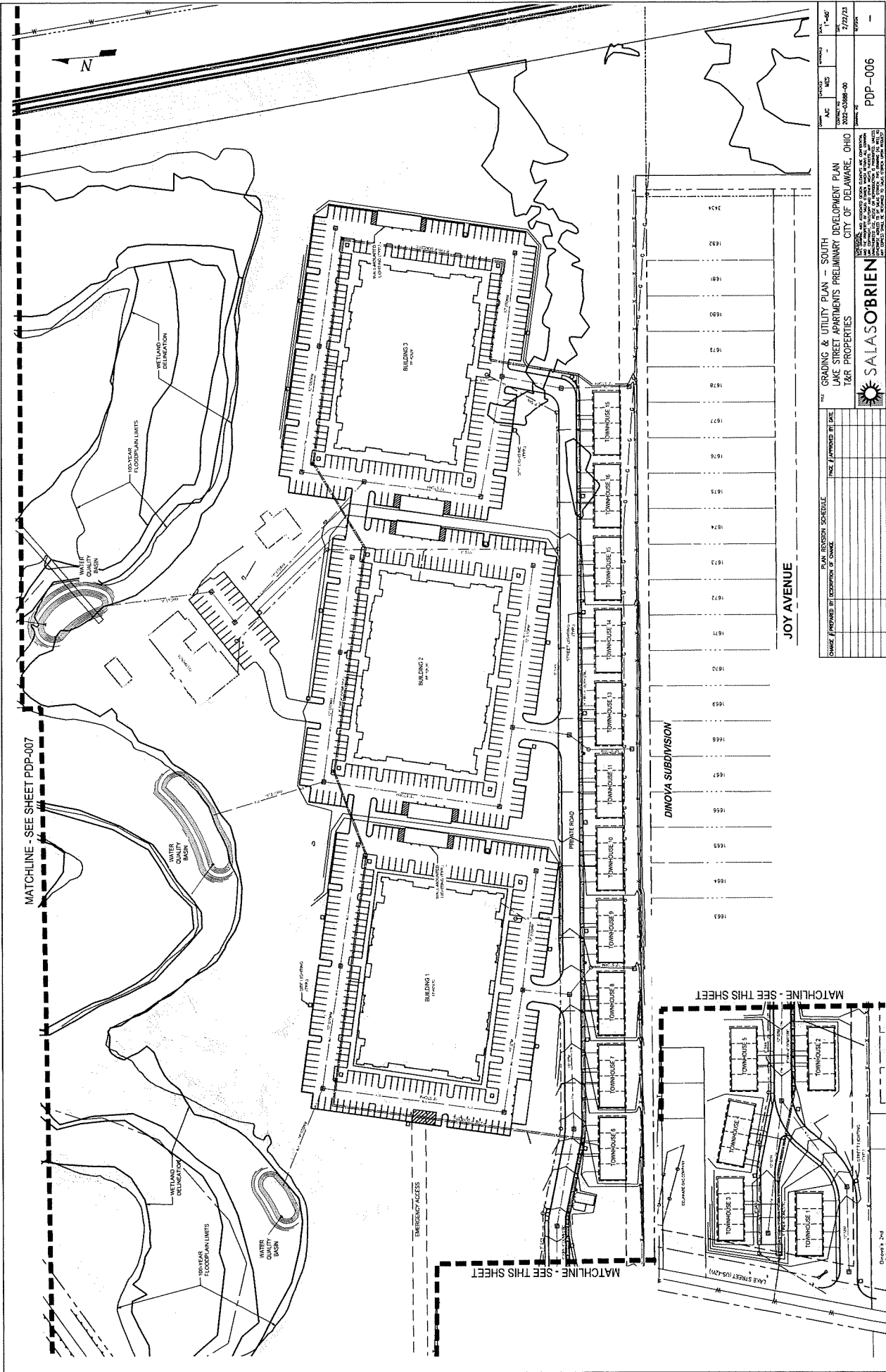
NO. 14-467  
DATE 7/27/22  
PROJECT NO. 2022-0088-00  
SHEET NO. PDP-005

SITE DIMENSION & LANDSCAPE PLAN -- NORTH LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN T&R PROPERTIES

DATE: 7/27/22  
PROJECT NO: 2022-0088-00  
SHEET NO: PDP-005

**SALASO'BRIEN**

PROFESSIONAL LANDSCAPE ARCHITECT  
1000 W. 12TH STREET, SUITE 100  
ANN ARBOR, MI 48106  
PHONE: 734.769.1234  
WWW.SALASO'BRIEN.COM



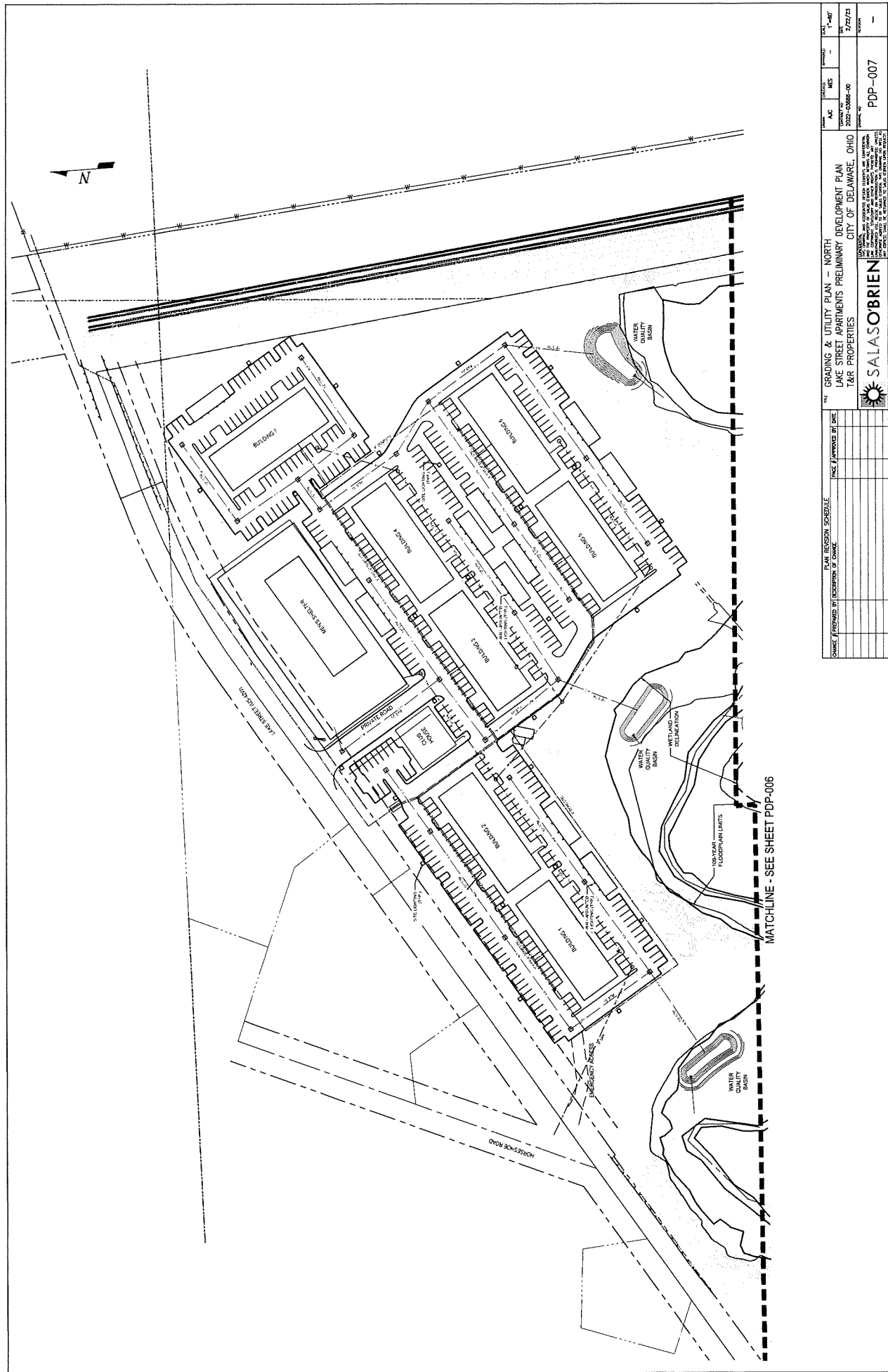
MATCHLINE - SEE SHEET PDP-007

MATCHLINE - SEE THIS SHEET

MATCHLINE - SEE THIS SHEET

|  |                    |
|--|--------------------|
| PROJECT  | NO. 14-407         |
| DATE   | 7/22/23            |
| AC   | 2022-03088-00      |
| DATE   | 7/22/23            |
| PROJECT  | PDP-006            |
| <p>GRADING &amp; UTILITY PLAN - SOUTH<br/>         LAKE STREET APARTMENTS PRELIMINARY PLAN<br/>         CITY OF DELAWARE, OHIO<br/>         T&amp;E PROPERTIES</p> |                    |
| <p>PLAN REVISION SCHEDULE</p>  |                    |
| NO.  | DESCRIPTION        |
| 1  | ISSUED FOR PERMITS |
| 2  | ISSUED FOR PERMITS |
| 3  | ISSUED FOR PERMITS |
| 4  | ISSUED FOR PERMITS |
| 5  | ISSUED FOR PERMITS |
| 6  | ISSUED FOR PERMITS |
| 7  | ISSUED FOR PERMITS |
| 8  | ISSUED FOR PERMITS |
| 9  | ISSUED FOR PERMITS |
| 10   | ISSUED FOR PERMITS |
| 11   | ISSUED FOR PERMITS |
| 12   | ISSUED FOR PERMITS |
| 13   | ISSUED FOR PERMITS |
| 14   | ISSUED FOR PERMITS |
| 15   | ISSUED FOR PERMITS |
| 16   | ISSUED FOR PERMITS |
| 17   | ISSUED FOR PERMITS |
| 18   | ISSUED FOR PERMITS |
| 19   | ISSUED FOR PERMITS |
| 20   | ISSUED FOR PERMITS |
| 21   | ISSUED FOR PERMITS |
| 22   | ISSUED FOR PERMITS |
| 23   | ISSUED FOR PERMITS |
| 24   | ISSUED FOR PERMITS |
| 25   | ISSUED FOR PERMITS |
| 26   | ISSUED FOR PERMITS |
| 27   | ISSUED FOR PERMITS |
| 28   | ISSUED FOR PERMITS |
| 29   | ISSUED FOR PERMITS |
| 30   | ISSUED FOR PERMITS |
| 31   | ISSUED FOR PERMITS |
| 32   | ISSUED FOR PERMITS |
| 33   | ISSUED FOR PERMITS |
| 34   | ISSUED FOR PERMITS |
| 35   | ISSUED FOR PERMITS |
| 36   | ISSUED FOR PERMITS |
| 37   | ISSUED FOR PERMITS |
| 38   | ISSUED FOR PERMITS |
| 39   | ISSUED FOR PERMITS |
| 40   | ISSUED FOR PERMITS |
| 41   | ISSUED FOR PERMITS |
| 42   | ISSUED FOR PERMITS |
| 43   | ISSUED FOR PERMITS |
| 44   | ISSUED FOR PERMITS |
| 45   | ISSUED FOR PERMITS |
| 46   | ISSUED FOR PERMITS |
| 47   | ISSUED FOR PERMITS |
| 48   | ISSUED FOR PERMITS |
| 49   | ISSUED FOR PERMITS |
| 50   | ISSUED FOR PERMITS |
| 51   | ISSUED FOR PERMITS |
| 52   | ISSUED FOR PERMITS |
| 53   | ISSUED FOR PERMITS |
| 54   | ISSUED FOR PERMITS |
| 55   | ISSUED FOR PERMITS |
| 56   | ISSUED FOR PERMITS |
| 57   | ISSUED FOR PERMITS |
| 58   | ISSUED FOR PERMITS |
| 59   | ISSUED FOR PERMITS |
| 60   | ISSUED FOR PERMITS |
| 61   | ISSUED FOR PERMITS |
| 62   | ISSUED FOR PERMITS |
| 63   | ISSUED FOR PERMITS |
| 64   | ISSUED FOR PERMITS |
| 65   | ISSUED FOR PERMITS |
| 66   | ISSUED FOR PERMITS |
| 67   | ISSUED FOR PERMITS |
| 68   | ISSUED FOR PERMITS |
| 69   | ISSUED FOR PERMITS |
| 70   | ISSUED FOR PERMITS |
| 71   | ISSUED FOR PERMITS |
| 72   | ISSUED FOR PERMITS |
| 73   | ISSUED FOR PERMITS |
| 74   | ISSUED FOR PERMITS |
| 75   | ISSUED FOR PERMITS |
| 76   | ISSUED FOR PERMITS |
| 77   | ISSUED FOR PERMITS |
| 78   | ISSUED FOR PERMITS |
| 79   | ISSUED FOR PERMITS |
| 80   | ISSUED FOR PERMITS |
| 81   | ISSUED FOR PERMITS |
| 82   | ISSUED FOR PERMITS |
| 83   | ISSUED FOR PERMITS |
| 84   | ISSUED FOR PERMITS |
| 85   | ISSUED FOR PERMITS |
| 86   | ISSUED FOR PERMITS |
| 87   | ISSUED FOR PERMITS |
| 88   | ISSUED FOR PERMITS |
| 89   | ISSUED FOR PERMITS |
| 90   | ISSUED FOR PERMITS |
| 91   | ISSUED FOR PERMITS |
| 92   | ISSUED FOR PERMITS |
| 93   | ISSUED FOR PERMITS |
| 94   | ISSUED FOR PERMITS |
| 95   | ISSUED FOR PERMITS |
| 96   | ISSUED FOR PERMITS |
| 97   | ISSUED FOR PERMITS |
| 98   | ISSUED FOR PERMITS |
| 99   | ISSUED FOR PERMITS |
| 100  | ISSUED FOR PERMITS |





PLAN REVISION SCHEDULE  
 CHANGE / APPROVED BY / DESCRIPTION OF CHANGE  
 DATE / APPROVED BY / DESCRIPTION OF CHANGE  
 1-067  
 2/22/23  
 PDP-007  
 SALASO'BRIEN

**GRADING & UTILITY PLAN - NORTH LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN T&R PROPERTIES**  
 CITY OF DELAWARE, OHIO  
 SALASO'BRIEN ENGINEERING, INC.  
 10000 W. STATE ST. SUITE 100, CINCINNATI, OHIO 45240  
 TEL: 513.963.1234 FAX: 513.963.1235

**PROPOSED PMU - PLANNED MIXED USE SUBAREAS**

**SUBAREA A (22.62 AC.)**

- PHASE 1 BUILDINGS
- MEN'S SHELTER
- PRIVATE ROADWAYS
- PUBLIC RIGHT-OF-WAY
- ACTIVE OPEN SPACE (10.91 AC.)

**SUBAREA B (34.21 AC.)**

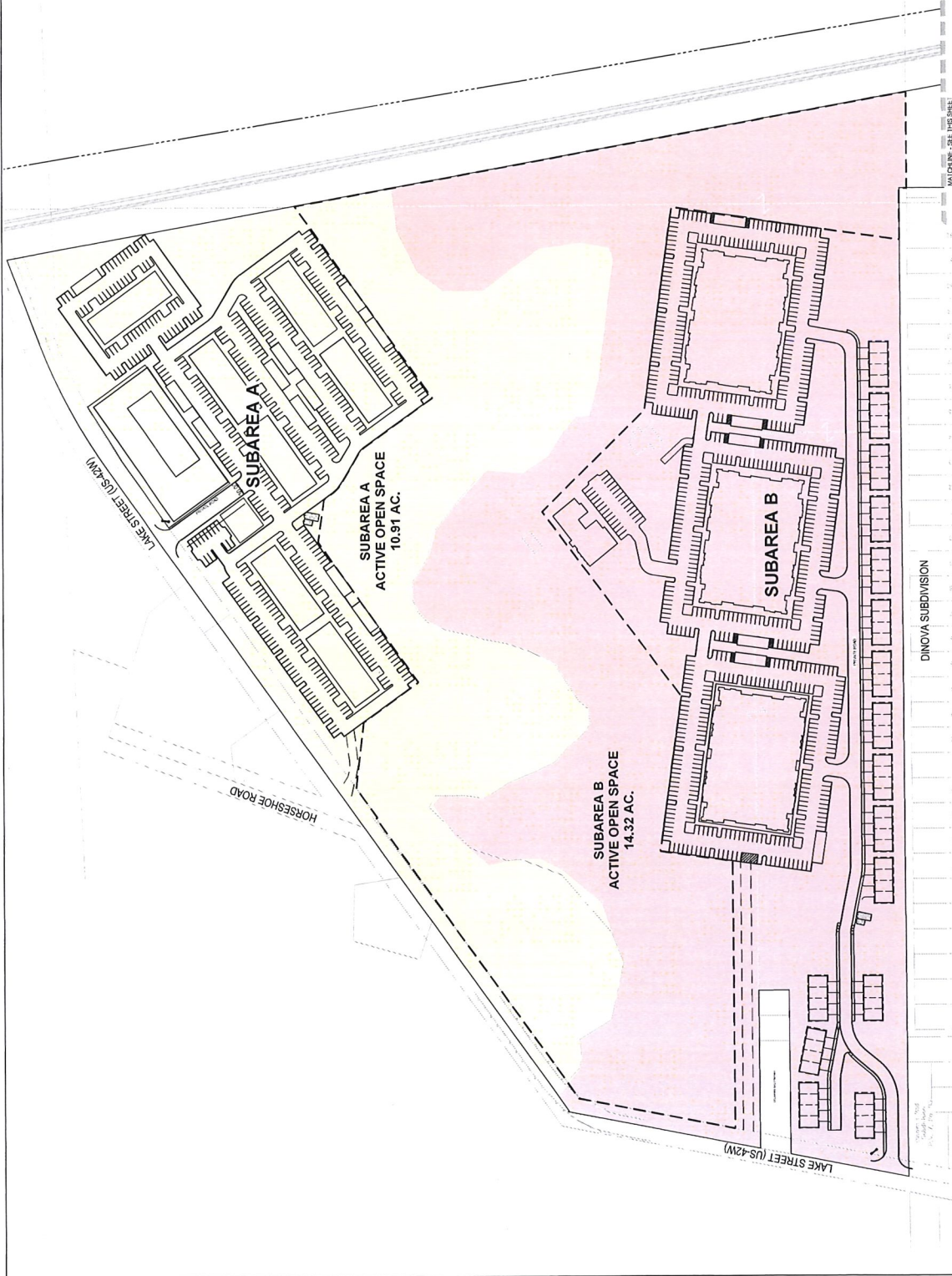
- PHASE 2 BUILDINGS
- PRIVATE ROADWAYS
- PUBLIC RIGHT-OF-WAY
- ACTIVE OPEN SPACE (14.31 AC.)

**SUBAREA C (4.80 AC.)**

- PASSIVE OPEN SPACE (4.80 AC.)
- TREE PRESERVATION

**OPEN SPACE SUMMARY**

ACTIVE OPEN SPACE = 25.23 AC.  
 PASSIVE OPEN SPACE = 4.80 AC.  
 TOTAL = 30.03 AC.



MATCHLINE - SEE THIS SHEET

**SUBAREA C**

PASSIVE OPEN SPACE  
4.80 AC.

| NO. | PLAN REVISION                | DATE    | BY | DATE    | BY | DATE    | BY |
|-----|------------------------------|---------|----|---------|----|---------|----|
| 1   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 2   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 3   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 4   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 5   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 6   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 7   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 8   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 9   | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 10  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 11  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 12  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 13  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 14  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 15  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 16  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 17  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 18  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 19  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 20  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 21  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 22  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 23  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 24  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 25  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 26  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 27  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 28  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 29  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 30  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 31  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 32  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 33  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 34  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 35  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 36  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 37  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 38  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 39  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 40  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 41  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 42  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 43  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 44  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 45  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 46  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 47  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 48  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 49  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 50  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 51  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 52  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 53  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 54  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 55  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 56  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 57  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 58  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 59  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 60  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 61  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 62  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 63  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 64  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 65  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 66  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 67  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 68  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 69  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 70  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 71  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 72  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 73  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 74  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 75  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 76  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 77  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 78  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 79  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 80  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 81  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 82  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 83  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 84  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 85  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 86  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 87  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 88  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 89  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 90  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 91  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 92  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 93  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 94  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 95  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 96  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 97  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 98  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 99  | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |
| 100 | PRELIMINARY DEVELOPMENT PLAN | 2/22/23 | MS | 2/22/23 | MS | 2/22/23 | MS |



PMU SUBAREA PLAN  
 LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN  
 T&R PROPERTIES  
 CITY OF DELAWARE, OHIO  
 2023-0086-00

PDP-008

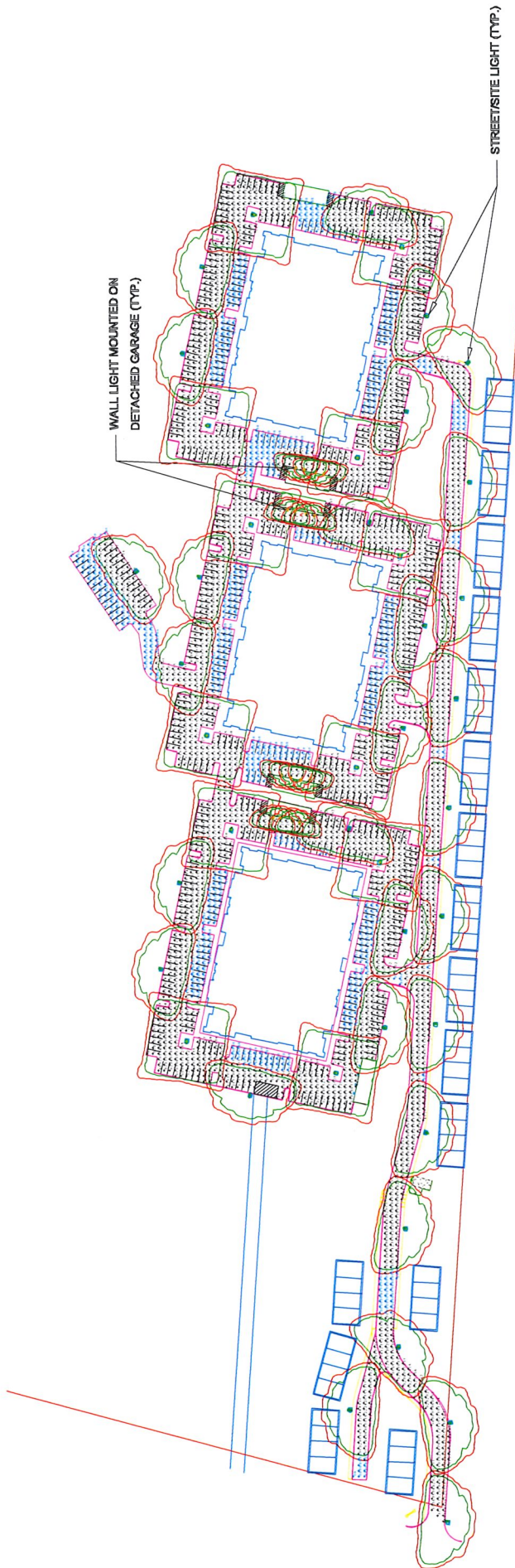
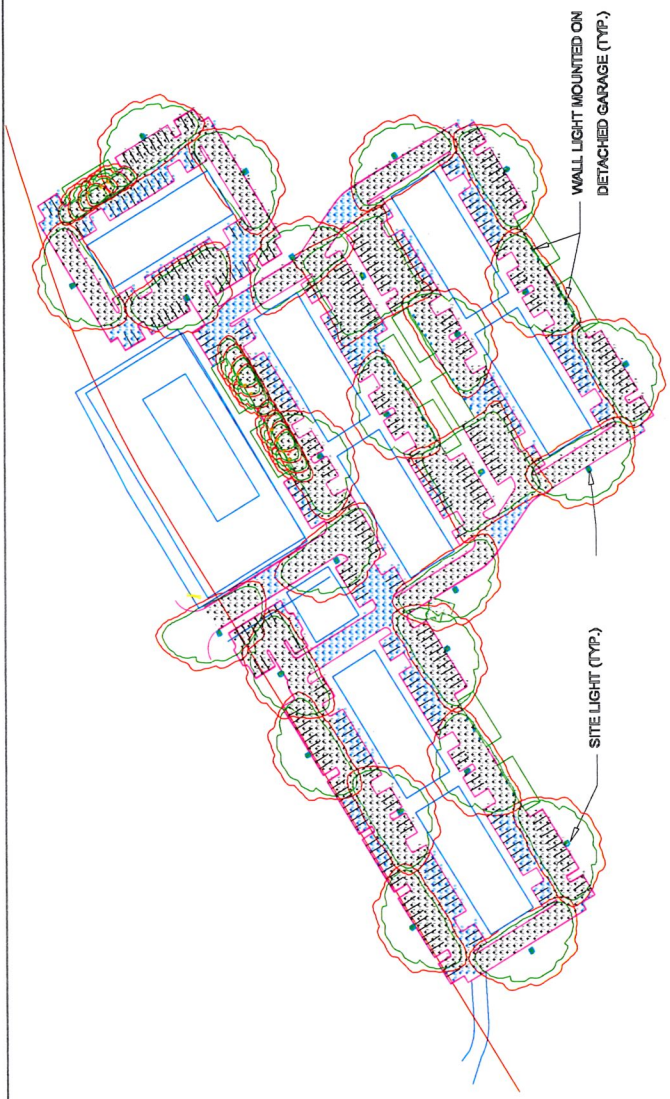




| Symbol | Description                                  | Min    | Max    | Avg    | Calc Zone #1 | Calc Zone #2 |
|--------|--|--------|--------|--------|--------------|--------------|
|        | Site Light (Typ.)                            | 0.0 fc | 6.1 fc | 0.8 fc | N/A          | N/A          |
|        | Wall Light Mounted on Detached Garage (Typ.) | 0.0 fc | 6.2 fc | 0.7 fc | N/A          | N/A          |
|        | Street/Site Light (Typ.)                     | 0.0 fc | 6.1 fc | 0.8 fc | N/A          | N/A          |

**Statistics**

| Description  | Symbol | Avg    | Max    | Min    | Max/Min | Avg/Min |
|--------------|--------|--------|--------|--------|---------|---------|
| Calc Zone #2 | +      | 0.7 fc | 6.2 fc | 0.0 fc | N/A     | N/A     |
| Calc Zone #1 | +      | 0.8 fc | 6.1 fc | 0.0 fc | N/A     | N/A     |





| Area  | Tree ID | Species | DBH (Inches) | Height (Feet) |
|-------|---------|---------|--------------|---------------|
| 1     | 1       | CHM     | 10           | 15            |
| 1     | 2       | CHM     | 10           | 15            |
| 1     | 3       | CHM     | 10           | 15            |
| 1     | 4       | CHM     | 10           | 15            |
| 1     | 5       | CHM     | 10           | 15            |
| 1     | 6       | CHM     | 10           | 15            |
| 1     | 7       | CHM     | 10           | 15            |
| 1     | 8       | CHM     | 10           | 15            |
| 1     | 9       | CHM     | 10           | 15            |
| 1     | 10      | CHM     | 10           | 15            |
| 1     | 11      | CHM     | 10           | 15            |
| 1     | 12      | CHM     | 10           | 15            |
| 1     | 13      | CHM     | 10           | 15            |
| 1     | 14      | CHM     | 10           | 15            |
| 1     | 15      | CHM     | 10           | 15            |
| 1     | 16      | CHM     | 10           | 15            |
| 1     | 17      | CHM     | 10           | 15            |
| 1     | 18      | CHM     | 10           | 15            |
| 1     | 19      | CHM     | 10           | 15            |
| 1     | 20      | CHM     | 10           | 15            |
| 1     | 21      | CHM     | 10           | 15            |
| 1     | 22      | CHM     | 10           | 15            |
| 1     | 23      | CHM     | 10           | 15            |
| 1     | 24      | CHM     | 10           | 15            |
| 1     | 25      | CHM     | 10           | 15            |
| 1     | 26      | CHM     | 10           | 15            |
| 1     | 27      | CHM     | 10           | 15            |
| 1     | 28      | CHM     | 10           | 15            |
| 1     | 29      | CHM     | 10           | 15            |
| 1     | 30      | CHM     | 10           | 15            |
| 1     | 31      | CHM     | 10           | 15            |
| 1     | 32      | CHM     | 10           | 15            |
| 1     | 33      | CHM     | 10           | 15            |
| 1     | 34      | CHM     | 10           | 15            |
| 1     | 35      | CHM     | 10           | 15            |
| 1     | 36      | CHM     | 10           | 15            |
| 1     | 37      | CHM     | 10           | 15            |
| 1     | 38      | CHM     | 10           | 15            |
| 1     | 39      | CHM     | 10           | 15            |
| 1     | 40      | CHM     | 10           | 15            |
| 1     | 41      | CHM     | 10           | 15            |
| 1     | 42      | CHM     | 10           | 15            |
| 1     | 43      | CHM     | 10           | 15            |
| 1     | 44      | CHM     | 10           | 15            |
| 1     | 45      | CHM     | 10           | 15            |
| 1     | 46      | CHM     | 10           | 15            |
| 1     | 47      | CHM     | 10           | 15            |
| 1     | 48      | CHM     | 10           | 15            |
| 1     | 49      | CHM     | 10           | 15            |
| 1     | 50      | CHM     | 10           | 15            |
| 1     | 51      | CHM     | 10           | 15            |
| 1     | 52      | CHM     | 10           | 15            |
| 1     | 53      | CHM     | 10           | 15            |
| 1     | 54      | CHM     | 10           | 15            |
| 1     | 55      | CHM     | 10           | 15            |
| 1     | 56      | CHM     | 10           | 15            |
| 1     | 57      | CHM     | 10           | 15            |
| 1     | 58      | CHM     | 10           | 15            |
| 1     | 59      | CHM     | 10           | 15            |
| 1     | 60      | CHM     | 10           | 15            |
| 1     | 61      | CHM     | 10           | 15            |
| 1     | 62      | CHM     | 10           | 15            |
| 1     | 63      | CHM     | 10           | 15            |
| 1     | 64      | CHM     | 10           | 15            |
| 1     | 65      | CHM     | 10           | 15            |
| 1     | 66      | CHM     | 10           | 15            |
| 1     | 67      | CHM     | 10           | 15            |
| 1     | 68      | CHM     | 10           | 15            |
| 1     | 69      | CHM     | 10           | 15            |
| 1     | 70      | CHM     | 10           | 15            |
| 1     | 71      | CHM     | 10           | 15            |
| 1     | 72      | CHM     | 10           | 15            |
| 1     | 73      | CHM     | 10           | 15            |
| 1     | 74      | CHM     | 10           | 15            |
| 1     | 75      | CHM     | 10           | 15            |
| 1     | 76      | CHM     | 10           | 15            |
| 1     | 77      | CHM     | 10           | 15            |
| 1     | 78      | CHM     | 10           | 15            |
| 1     | 79      | CHM     | 10           | 15            |
| 1     | 80      | CHM     | 10           | 15            |
| 1     | 81      | CHM     | 10           | 15            |
| 1     | 82      | CHM     | 10           | 15            |
| 1     | 83      | CHM     | 10           | 15            |
| 1     | 84      | CHM     | 10           | 15            |
| 1     | 85      | CHM     | 10           | 15            |
| 1     | 86      | CHM     | 10           | 15            |
| 1     | 87      | CHM     | 10           | 15            |
| 1     | 88      | CHM     | 10           | 15            |
| 1     | 89      | CHM     | 10           | 15            |
| 1     | 90      | CHM     | 10           | 15            |
| 1     | 91      | CHM     | 10           | 15            |
| 1     | 92      | CHM     | 10           | 15            |
| 1     | 93      | CHM     | 10           | 15            |
| 1     | 94      | CHM     | 10           | 15            |
| 1     | 95      | CHM     | 10           | 15            |
| 1     | 96      | CHM     | 10           | 15            |
| 1     | 97      | CHM     | 10           | 15            |
| 1     | 98      | CHM     | 10           | 15            |
| 1     | 99      | CHM     | 10           | 15            |
| 1     | 100     | CHM     | 10           | 15            |
| 1     | 101     | CHM     | 10           | 15            |
| 1     | 102     | CHM     | 10           | 15            |
| 1     | 103     | CHM     | 10           | 15            |
| 1     | 104     | CHM     | 10           | 15            |
| 1     | 105     | CHM     | 10           | 15            |
| 1     | 106     | CHM     | 10           | 15            |
| 1     | 107     | CHM     | 10           | 15            |
| 1     | 108     | CHM     | 10           | 15            |
| 1     | 109     | CHM     | 10           | 15            |
| 1     | 110     | CHM     | 10           | 15            |
| 1     | 111     | CHM     | 10           | 15            |
| 1     | 112     | CHM     | 10           | 15            |
| 1     | 113     | CHM     | 10           | 15            |
| 1     | 114     | CHM     | 10           | 15            |
| 1     | 115     | CHM     | 10           | 15            |
| TOTAL |         |         |              |               |

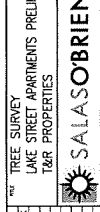
| Area  | Tree ID | Species | DBH (Inches) | Height (Feet) |
|-------|---------|---------|--------------|---------------|
| 1     | 1       | CHM     | 10           | 15            |
| 1     | 2       | CHM     | 10           | 15            |
| 1     | 3       | CHM     | 10           | 15            |
| 1     | 4       | CHM     | 10           | 15            |
| 1     | 5       | CHM     | 10           | 15            |
| 1     | 6       | CHM     | 10           | 15            |
| 1     | 7       | CHM     | 10           | 15            |
| 1     | 8       | CHM     | 10           | 15            |
| 1     | 9       | CHM     | 10           | 15            |
| 1     | 10      | CHM     | 10           | 15            |
| 1     | 11      | CHM     | 10           | 15            |
| 1     | 12      | CHM     | 10           | 15            |
| 1     | 13      | CHM     | 10           | 15            |
| 1     | 14      | CHM     | 10           | 15            |
| 1     | 15      | CHM     | 10           | 15            |
| 1     | 16      | CHM     | 10           | 15            |
| 1     | 17      | CHM     | 10           | 15            |
| 1     | 18      | CHM     | 10           | 15            |
| 1     | 19      | CHM     | 10           | 15            |
| 1     | 20      | CHM     | 10           | 15            |
| 1     | 21      | CHM     | 10           | 15            |
| 1     | 22      | CHM     | 10           | 15            |
| 1     | 23      | CHM     | 10           | 15            |
| 1     | 24      | CHM     | 10           | 15            |
| 1     | 25      | CHM     | 10           | 15            |
| 1     | 26      | CHM     | 10           | 15            |
| 1     | 27      | CHM     | 10           | 15            |
| 1     | 28      | CHM     | 10           | 15            |
| 1     | 29      | CHM     | 10           | 15            |
| 1     | 30      | CHM     | 10           | 15            |
| 1     | 31      | CHM     | 10           | 15            |
| 1     | 32      | CHM     | 10           | 15            |
| 1     | 33      | CHM     | 10           | 15            |
| 1     | 34      | CHM     | 10           | 15            |
| 1     | 35      | CHM     | 10           | 15            |
| 1     | 36      | CHM     | 10           | 15            |
| 1     | 37      | CHM     | 10           | 15            |
| 1     | 38      | CHM     | 10           | 15            |
| 1     | 39      | CHM     | 10           | 15            |
| 1     | 40      | CHM     | 10           | 15            |
| 1     | 41      | CHM     | 10           | 15            |
| 1     | 42      | CHM     | 10           | 15            |
| 1     | 43      | CHM     | 10           | 15            |
| 1     | 44      | CHM     | 10           | 15            |
| 1     | 45      | CHM     | 10           | 15            |
| 1     | 46      | CHM     | 10           | 15            |
| 1     | 47      | CHM     | 10           | 15            |
| 1     | 48      | CHM     | 10           | 15            |
| 1     | 49      | CHM     | 10           | 15            |
| 1     | 50      | CHM     | 10           | 15            |
| 1     | 51      | CHM     | 10           | 15            |
| 1     | 52      | CHM     | 10           | 15            |
| 1     | 53      | CHM     | 10           | 15            |
| 1     | 54      | CHM     | 10           | 15            |
| 1     | 55      | CHM     | 10           | 15            |
| 1     | 56      | CHM     | 10           | 15            |
| 1     | 57      | CHM     | 10           | 15            |
| 1     | 58      | CHM     | 10           | 15            |
| 1     | 59      | CHM     | 10           | 15            |
| 1     | 60      | CHM     | 10           | 15            |
| 1     | 61      | CHM     | 10           | 15            |
| 1     | 62      | CHM     | 10           | 15            |
| 1     | 63      | CHM     | 10           | 15            |
| 1     | 64      | CHM     | 10           | 15            |
| 1     | 65      | CHM     | 10           | 15            |
| 1     | 66      | CHM     | 10           | 15            |
| 1     | 67      | CHM     | 10           | 15            |
| 1     | 68      | CHM     | 10           | 15            |
| 1     | 69      | CHM     | 10           | 15            |
| 1     | 70      | CHM     | 10           | 15            |
| 1     | 71      | CHM     | 10           | 15            |
| 1     | 72      | CHM     | 10           | 15            |
| 1     | 73      | CHM     | 10           | 15            |
| 1     | 74      | CHM     | 10           | 15            |
| 1     | 75      | CHM     | 10           | 15            |
| 1     | 76      | CHM     | 10           | 15            |
| 1     | 77      | CHM     | 10           | 15            |
| 1     | 78      | CHM     | 10           | 15            |
| 1     | 79      | CHM     | 10           | 15            |
| 1     | 80      | CHM     | 10           | 15            |
| 1     | 81      | CHM     | 10           | 15            |
| 1     | 82      | CHM     | 10           | 15            |
| 1     | 83      | CHM     | 10           | 15            |
| 1     | 84      | CHM     | 10           | 15            |
| 1     | 85      | CHM     | 10           | 15            |
| 1     | 86      | CHM     | 10           | 15            |
| 1     | 87      | CHM     | 10           | 15            |
| 1     | 88      | CHM     | 10           | 15            |
| 1     | 89      | CHM     | 10           | 15            |
| 1     | 90      | CHM     | 10           | 15            |
| 1     | 91      | CHM     | 10           | 15            |
| 1     | 92      | CHM     | 10           | 15            |
| 1     | 93      | CHM     | 10           | 15            |
| 1     | 94      | CHM     | 10           | 15            |
| 1     | 95      | CHM     | 10           | 15            |
| 1     | 96      | CHM     | 10           | 15            |
| 1     | 97      | CHM     | 10           | 15            |
| 1     | 98      | CHM     | 10           | 15            |
| 1     | 99      | CHM     | 10           | 15            |
| 1     | 100     | CHM     | 10           | 15            |
| 1     | 101     | CHM     | 10           | 15            |
| 1     | 102     | CHM     | 10           | 15            |
| 1     | 103     | CHM     | 10           | 15            |
| 1     | 104     | CHM     | 10           | 15            |
| 1     | 105     | CHM     | 10           | 15            |
| 1     | 106     | CHM     | 10           | 15            |
| 1     | 107     | CHM     | 10           | 15            |
| 1     | 108     | CHM     | 10           | 15            |
| 1     | 109     | CHM     | 10           | 15            |
| 1     | 110     | CHM     | 10           | 15            |
| 1     | 111     | CHM     | 10           | 15            |
| 1     | 112     | CHM     | 10           | 15            |
| 1     | 113     | CHM     | 10           | 15            |
| 1     | 114     | CHM     | 10           | 15            |
| 1     | 115     | CHM     | 10           | 15            |
| TOTAL |         |         |              |               |

2,397 TOTAL DBH INCHES / 157,184 S.F. = .0118" PER S.F.



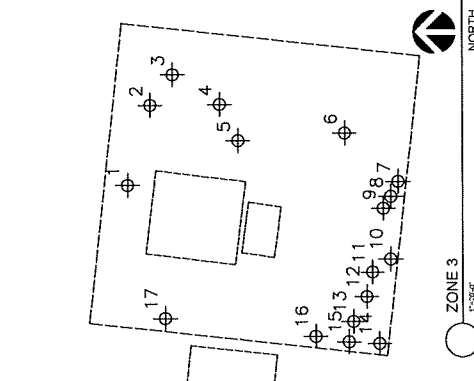
|         |              |
|---------|--------------|
| DATE    | 2/22/23      |
| PROJECT | 2023-0388-00 |
| SCALE   | 1"=40'       |
| PROJECT | PDP-010      |
| DATE    | 2/22/23      |
| PROJECT | 2023-0388-00 |
| SCALE   | 1"=40'       |
| PROJECT | PDP-010      |

TREE SURVEY  
LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN  
FOR PROPERTIES  
CITY OF DELAWARE, OHIO



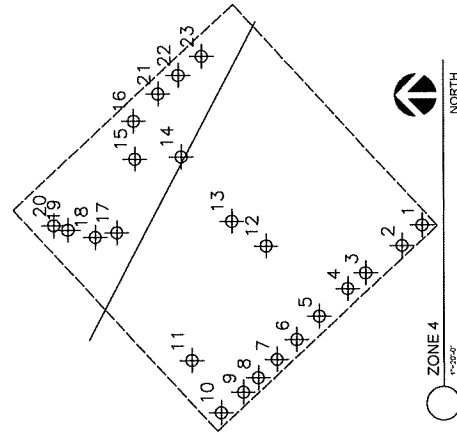
|                      |                       |
|----------------------|-----------------------|
| PLAN REVIEW SCHEDULE | DATE APPROVED BY DATE |
| DESIGNED BY          |                       |
| CHECKED BY           |                       |
| APPROVED BY          |                       |
| DATE                 |                       |





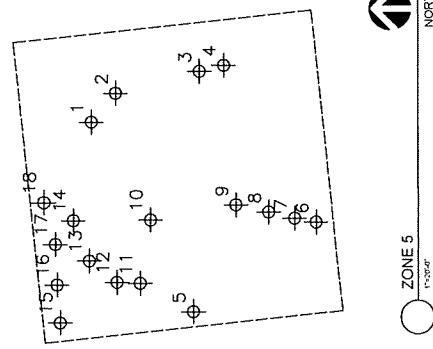
| Area 3 | Tree Location | Species | DBH (inches) | Mitigation |
|--------|---------------|---------|--------------|------------|
| 1      | 1             | Oak     | 24           | 24         |
| 2      | 2             | Oak     | 20           | 20         |
| 3      | 3             | Oak     | 20           | 20         |
| 4      | 4             | Oak     | 11           | 11         |
| 5      | 5             | Oak     | 14           | 14         |
| 6      | 6             | Oak     | 4            | 4          |
| 7      | 7             | Maple   | 22           | 22         |
| 8      | 8             | Maple   | 18           | 18         |
| 9      | 9             | Maple   | 18           | 18         |
| 10     | 10            | Hickory | 6            | 6          |
| 11     | 11            | Hickory | 6            | 6          |
| 12     | 12            | Hickory | 18           | 18         |
| 13     | 13            | Hickory | 20           | 20         |
| 14     | 14            | Oak     | 20           | 20         |
| 15     | 15            | Hickory | 15           | 15         |
| 16     | 16            | Hickory | 22           | 22         |
| 17     | 17            | Hickory | 4            | 4          |
| Total  |               |         |              | 282        |

282 TOTAL DBH INCHES / 10,000 S.F. = .028" PER S.F.



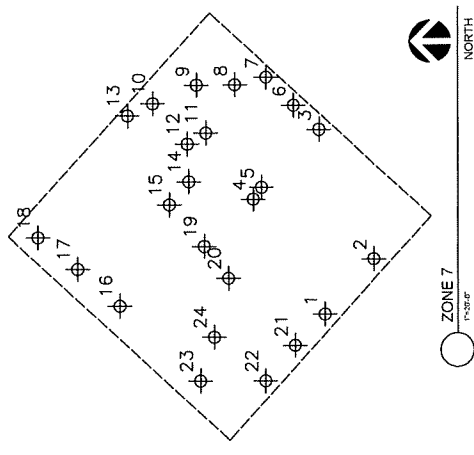
| Area 4 | Tree Location | Species | DBH (inches) | Mitigation |
|--------|---------------|---------|--------------|------------|
| 1      | 1             | Oak     | 28           | 28         |
| 2      | 2             | Hickory | 10           | 10         |
| 3      | 3             | Oak     | 9            | 9          |
| 4      | 4             | Oak     | 8            | 8          |
| 5      | 5             | Oak     | 8            | 8          |
| 6      | 6             | Oak     | 9            | 9          |
| 7      | 7             | Cherry  | 6            | 6          |
| 8      | 8             | Oak     | 7            | 7          |
| 9      | 9             | Oak     | 7            | 7          |
| 10     | 10            | Oak     | 14           | 14         |
| 11     | 11            | Oak     | 44           | 44         |
| 12     | 12            | Oak     | 46           | 46         |
| 13     | 13            | Oak     | 46           | 46         |
| 14     | 14            | Oak     | 36           | 36         |
| 15     | 15            | Oak     | 33           | 33         |
| 16     | 16            | Oak     | 35           | 35         |
| 17     | 17            | Oak     | 24           | 24         |
| 18     | 18            | Oak     | 32           | 32         |
| 19     | 19            | Oak     | 20           | 20         |
| 20     | 20            | Oak     | 46           | 46         |
| 21     | 21            | Oak     | 21           | 21         |
| 22     | 22            | Beech   | 18           | 18         |
| 23     | 23            | Maple   | 8            | 8          |
| Total  |               |         |              | 510        |

510 TOTAL DBH INCHES / 10,000 S.F. = .051" PER S.F.



| Area 5 | Tree Location | Species | DBH (inches) | Mitigation |
|--------|---------------|---------|--------------|------------|
| 1      | 1             | Hickory | 24           | 24         |
| 2      | 2             | Cherry  | 8            | 8          |
| 3      | 3             | Walnut  | 18           | 18         |
| 4      | 4             | Hickory | 15           | 15         |
| 5      | 5             | Maple   | 30           | 30         |
| 6      | 6             | Beech   | 5            | 5          |
| 7      | 7             | Oak     | 41           | 41         |
| 8      | 8             | Maple   | 18           | 18         |
| 9      | 9             | Maple   | 14           | 14         |
| 10     | 10            | Maple   | 14           | 14         |
| 11     | 11            | Maple   | 10           | 10         |
| 12     | 12            | Maple   | 8            | 8          |
| 13     | 13            | Oak     | 30           | 30         |
| 14     | 14            | Maple   | 5            | 5          |
| 15     | 15            | Cherry  | 14           | 14         |
| 16     | 16            | Maple   | 18           | 18         |
| 17     | 17            | Oak     | 31           | 31         |
| 18     | 18            | Maple   | 32           | 32         |
| Total  |               |         |              | 354        |

354 TOTAL DBH INCHES / 10,000 S.F. = .0354" PER S.F.



| Area 7 | Tree Location | Species | DBH (inches) | Mitigation |
|--------|---------------|---------|--------------|------------|
| 1      | 1             | Hickory | 20           | 20         |
| 2      | 2             | Hickory | 30           | 30         |
| 3      | 3             | Hickory | 30           | 30         |
| 4      | 4             | Beech   | 10           | 10         |
| 5      | 5             | Hickory | 10           | 10         |
| 6      | 6             | Hickory | 14           | 14         |
| 7      | 7             | Hickory | 15           | 15         |
| 8      | 8             | Hickory | 20           | 20         |
| 9      | 9             | Hickory | 15           | 15         |
| 10     | 10            | Hickory | 14           | 14         |
| 11     | 11            | Hickory | 15           | 15         |
| 12     | 12            | Hickory | 21           | 21         |
| 13     | 13            | Hickory | 28           | 28         |
| 14     | 14            | Oak     | 24           | 24         |
| 15     | 15            | Oak     | 21           | 21         |
| 16     | 16            | Hickory | 15           | 15         |
| 17     | 17            | Hickory | 22           | 22         |
| 18     | 18            | Hickory | 12           | 12         |
| 19     | 19            | Hickory | 12           | 12         |
| 20     | 20            | Beech   | 8            | 8          |
| 21     | 21            | Oak     | 8            | 8          |
| 22     | 22            | Hickory | 14           | 14         |
| 23     | 23            | Hickory | 12           | 12         |
| 24     | 24            | Hickory | 14           | 14         |
| Total  |               |         |              | 418        |

418 TOTAL DBH INCHES / 10,000 S.F. = .0418" PER S.F.

PLAN REVISION SCHEDULE

| NO. | DATE    | DESCRIPTION | APPROVED BY |
|-----|---------|-------------|-------------|
| 1   | 1-4-07  |             |             |
| 2   | 2/22/03 |             |             |

PROJECT: 2022-0086-00

DATE: 2/22/03

PROJECT NO: PDP-012

DATE: --

NO. TREE SURVEY: 1436 STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN  
T&R PROPERTIES

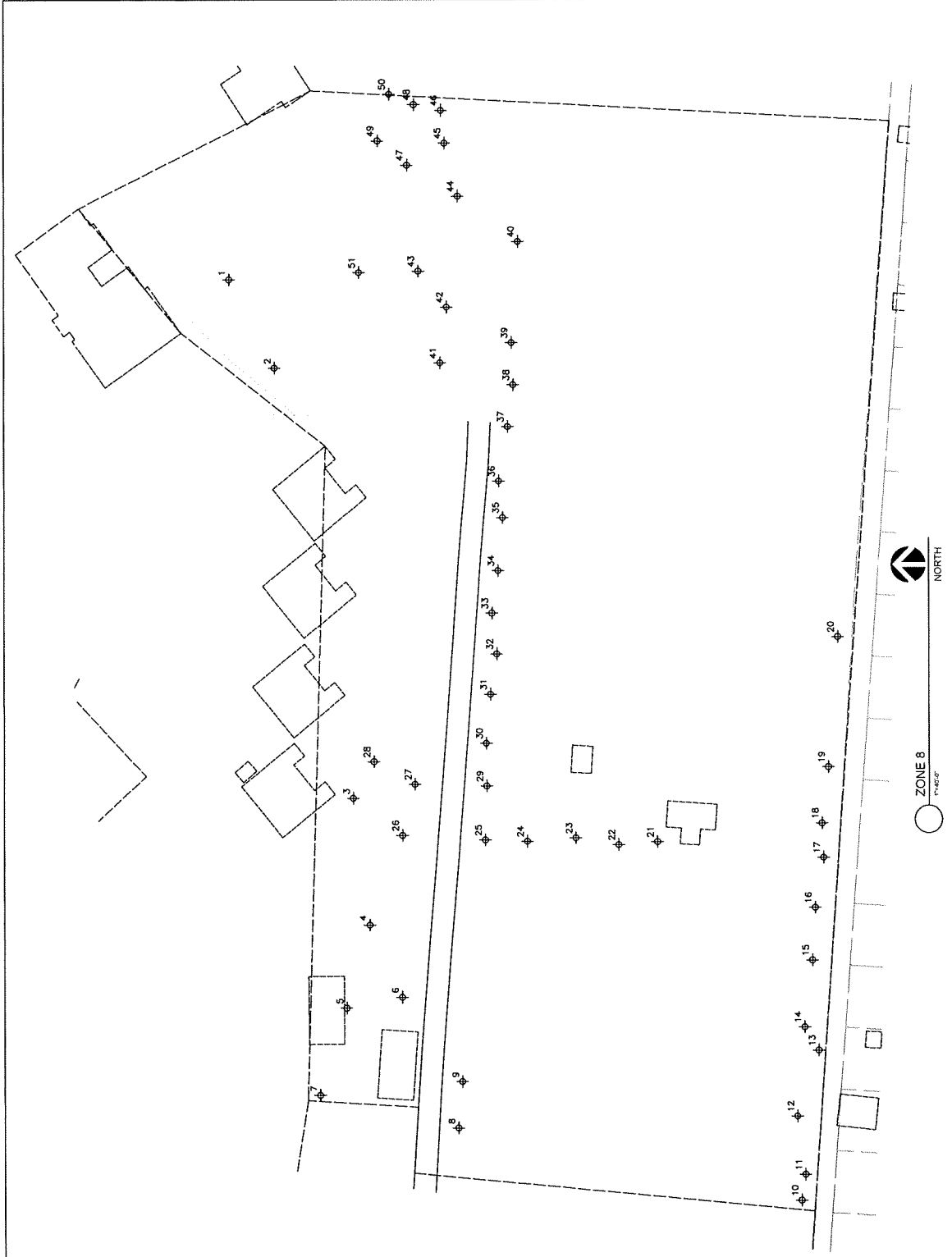
CITY OF DELAWARE, OHIO

SALASO'BRIEN

FOR THE CITY OF DELAWARE, OHIO, THE CITY ENGINEER HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS FOR THE CITY OF DELAWARE, OHIO. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

| Area 8 Tree Location | Species  | DBH (Inches) | Mitigation |
|----------------------|----------|--------------|------------|
| 1                    | Oak      | 8            | 8          |
| 2                    | Pine     | 10           | 10         |
| 3                    | Pine     | 14           | 14         |
| 4                    | Oak      | 30           | 30         |
| 5                    | Hickory  | 24           | 24         |
| 6                    | Oak      | 12           | 12         |
| 7                    | Hickory  | 10           | 10         |
| 8                    | Pine     | 10           | 10         |
| 9                    | Walnut   | 14           | 14         |
| 10                   | Ash      | 12           | 12         |
| 11                   | Basswood | 30           | 30         |
| 12                   | Oak      | 18           | 18         |
| 13                   | Spruce   | 8            | 8          |
| 14                   | Spruce   | 8            | 8          |
| 15                   | Cherry   | 10           | 10         |
| 16                   | Cherry   | 14           | 14         |
| 17                   | Cherry   | 14           | 14         |
| 18                   | Spruce   | 8            | 8          |
| 19                   | Basswood | 10           | 10         |
| 20                   | Pine     | 10           | 10         |
| 21                   | Pine     | 12           | 12         |
| 22                   | Pine     | 12           | 12         |
| 23                   | Pine     | 12           | 12         |
| 24                   | Pine     | 12           | 12         |
| 25                   | Pine     | 12           | 12         |
| 26                   | Pine     | 12           | 12         |
| 27                   | Pine     | 12           | 12         |
| 28                   | Pine     | 12           | 12         |
| 29                   | Pine     | 12           | 12         |
| 30                   | Pine     | 12           | 12         |
| 31                   | Pine     | 12           | 12         |
| 32                   | Pine     | 12           | 12         |
| 33                   | Pine     | 12           | 12         |
| 34                   | Pine     | 12           | 12         |
| 35                   | Pine     | 12           | 12         |
| 36                   | Pine     | 12           | 12         |
| 37                   | Pine     | 12           | 12         |
| 38                   | Pine     | 12           | 12         |
| 39                   | Pine     | 12           | 12         |
| 40                   | Hickory  | 24           | 24         |
| 41                   | Hickory  | 30           | 30         |
| 42                   | Hickory  | 18           | 18         |
| 43                   | Hickory  | 18           | 18         |
| 44                   | Oak      | 16           | 16         |
| 45                   | Oak      | 28           | 28         |
| 46                   | Oak      | 20           | 20         |
| 47                   | Oak      | 20           | 20         |
| 48                   | Oak      | 20           | 20         |
| 49                   | Oak      | 13           | 13         |
| 50                   | Oak      | 20           | 20         |
| 51                   | Oak      | 22           | 22         |
| Total                |          |              | 502        |

502 TOTAL DBH INCHES / 4000 SQ. FT. = .001" PER SQ. FT.

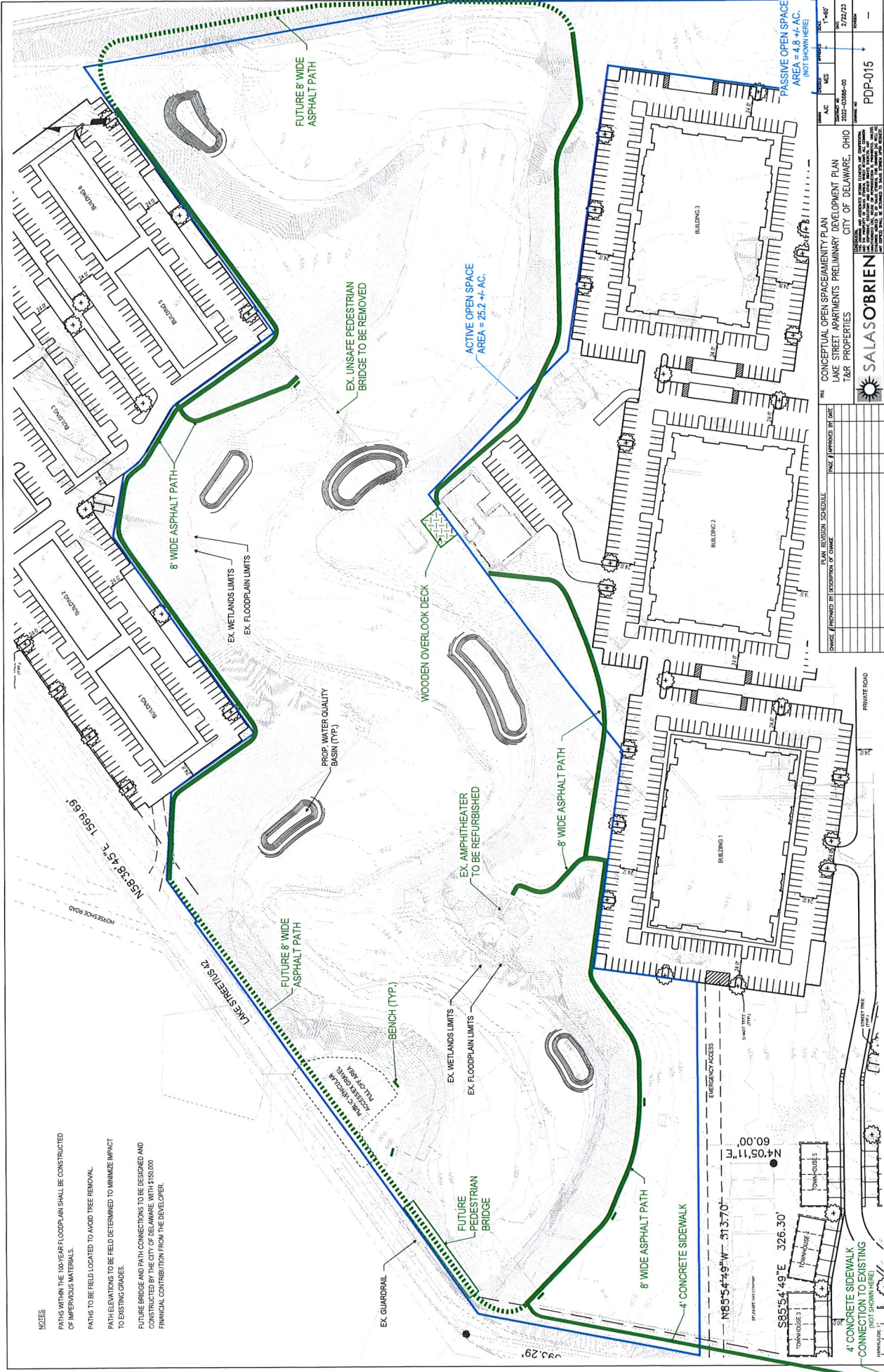


PLAN REVISION SCHEDULE  
 CHECKED BY: [ ] DATE: [ ]  
 PREPARED BY: [ ] DATE: [ ]  
 DATE: 1-4-07  
 AC: [ ] MS: [ ]  
 2022-0888-00  
 PDP-013  
 2/22/23  
 100%  
 TREE SURVEY  
 1846 STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN  
 1846 STREET PROPERTIES  
 CITY OF DELAWARE, OHIO  
 SALASO'BRIEN









**NOTES**

- 1. PATHS WITHIN THE 100-YEAR FLOODPLAIN SHALL BE CONSTRUCTED OF IMPERVIOUS MATERIALS.
- 2. PATHS TO BE FIELD LOCATED TO AVOID TREE REMOVAL.
- 3. PATH ELEVATIONS TO BE FIELD DETERMINED TO MINIMIZE IMPACT TO EXISTING GRADES.
- 4. FUTURE BRIDGE AND PATH CONNECTIONS TO BE DESIGNED AND CONSTRUCTED BY THE CITY OF DELAWARE IN ACCORDANCE WITH THE FINANCIAL CONTRIBUTION FROM THE DEVELOPER.

| NO. | DATE    | DESCRIPTION           | BY | CHKD. |
|-----|---------|-----------------------|----|-------|
| 1   | 1-4-22  | ISSUED FOR PERMITTING | MS | MS    |
| 2   | 7/22/23 | ISSUED FOR PERMITTING | MS | MS    |

SHEET NO. 1-406  
 PROJECT NO. 2022-0088-00  
 DATE 7/22/23  
 DRAWN BY MS  
 CHECKED BY MS

**CONCEPTUAL OPEN SPACE/UNITY PLAN**  
**LAKE STREET APARTMENTS PRELIMINARY DEVELOPMENT PLAN**  
**T&R PROPERTIES**  
**CITY OF DELAWARE, OHIO**

**SALASO'BRIEN**  
 ARCHITECTS  
 10000 W. 12TH AVE., SUITE 100, DENVER, CO 80202  
 TEL: 303.755.1234  
 WWW.SALASO'BRIEN.COM

**PDP-015**







**KONTOGIANNIS  
& ASSOCIATES**  
ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614-224-2883  
FAX: 614-224-2884  
E-MAIL: architecture@kontogiannis.com

PROJECT:

**LAKE  
STREET  
APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:

DATE:  
REVISED:

DESIGNED BY: KONTOGIANNIS & ASSOCIATES  
DRAWN BY: KONTOGIANNIS & ASSOCIATES  
CHECKED BY: KONTOGIANNIS & ASSOCIATES  
DATE: 08/15/2013

NO. 1000 SET  
PERMIT SET  
CONSTRUCTION SET



**TOWNHOUSE REAR ELEVATION**

SCALE: 1/8" = 1'-0"



**TOWNHOUSE FRONT ELEVATION**

SCALE: 1/8" = 1'-0"



**TOWNHOUSE END ELEVATION**

SCALE: 1/8" = 1'-0"

**LAKE STREET APARTMENTS  
SUBAREA B TOWNHOMES**  
BUILDING ELEVATION





LAKE STREET APARTMENTS  
SUBAREA A MULTI-FAMILY  
BUILDING ELEVATION





LAKE STREET APARTMENTS  
SUBAREA B MULTI-FAMILY  
BUILDING ELEVATION





LAKE STREET APARTMENTS  
SUBAREA B MULTI-FAMILY  
SAMPLE MATERIALS









Delaware County Auditor  
George Kaltsa

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at [delcogis@co.delaware.oh.us](mailto:delcogis@co.delaware.oh.us). Prepared by: Delaware County Auditor's GIS Office





LEGAL DESCRIPTIONS

THE CITY OF CHICAGO, Illinois, County Cook, State of Illinois, do hereby certify that the following is a true and correct copy of the plat of the proposed subdivision of the land shown on the attached map, as shown to the City of Chicago, Illinois, County Cook, State of Illinois, on the 11th day of November, 1913.

LEGAL DESCRIPTIONS

SECTION 17 OF COMMITMENT NO. 1241913  
NOTES CORRESPONDING TO SCHEDULE B - SECTION 17 OF COMMITMENT NO. 1241913

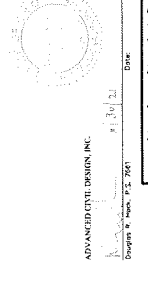
- 1. The lot shown on the map as lot 10, is subject to the easement for a right of way for a street to be hereinafter described in this plat.
- 2. The lot shown on the map as lot 11, is subject to the easement for a right of way for a street to be hereinafter described in this plat.
- 3. The lot shown on the map as lot 12, is subject to the easement for a right of way for a street to be hereinafter described in this plat.

MISCELLANEOUS NOTES

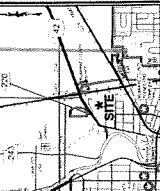
There is no evidence of record with respect to any building, structure, or other improvement on any of the lots shown on this plat. It is further stated that no person is entitled to any claim or interest in any of the lots shown on this plat.

ALTA'S CERTIFICATION

ADVANCEP's CERTIFICATE  
The undersigned, Altag, as Commissioner of the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the plat of the proposed subdivision of the land shown on the attached map, as shown to the City of Chicago, Illinois, County Cook, State of Illinois, on the 11th day of November, 1913.



ALTA'S Land Title Survey  
ALTA'S LAND TITLE SURVEY  
ALTA'S LAND TITLE SURVEY  
ALTA'S LAND TITLE SURVEY



VICINITY MAP  
SCALE: 1" = 100'

FLOOD NOTE

By special platting, this property is located in Zone "C" Zone with respect to the Flood Insurance Rate Map of the City of Chicago, Illinois, County Cook, State of Illinois, as shown on the attached map, and is subject to the flood insurance rate of Zone "C".

STATEMENT OF ENCROACHMENTS

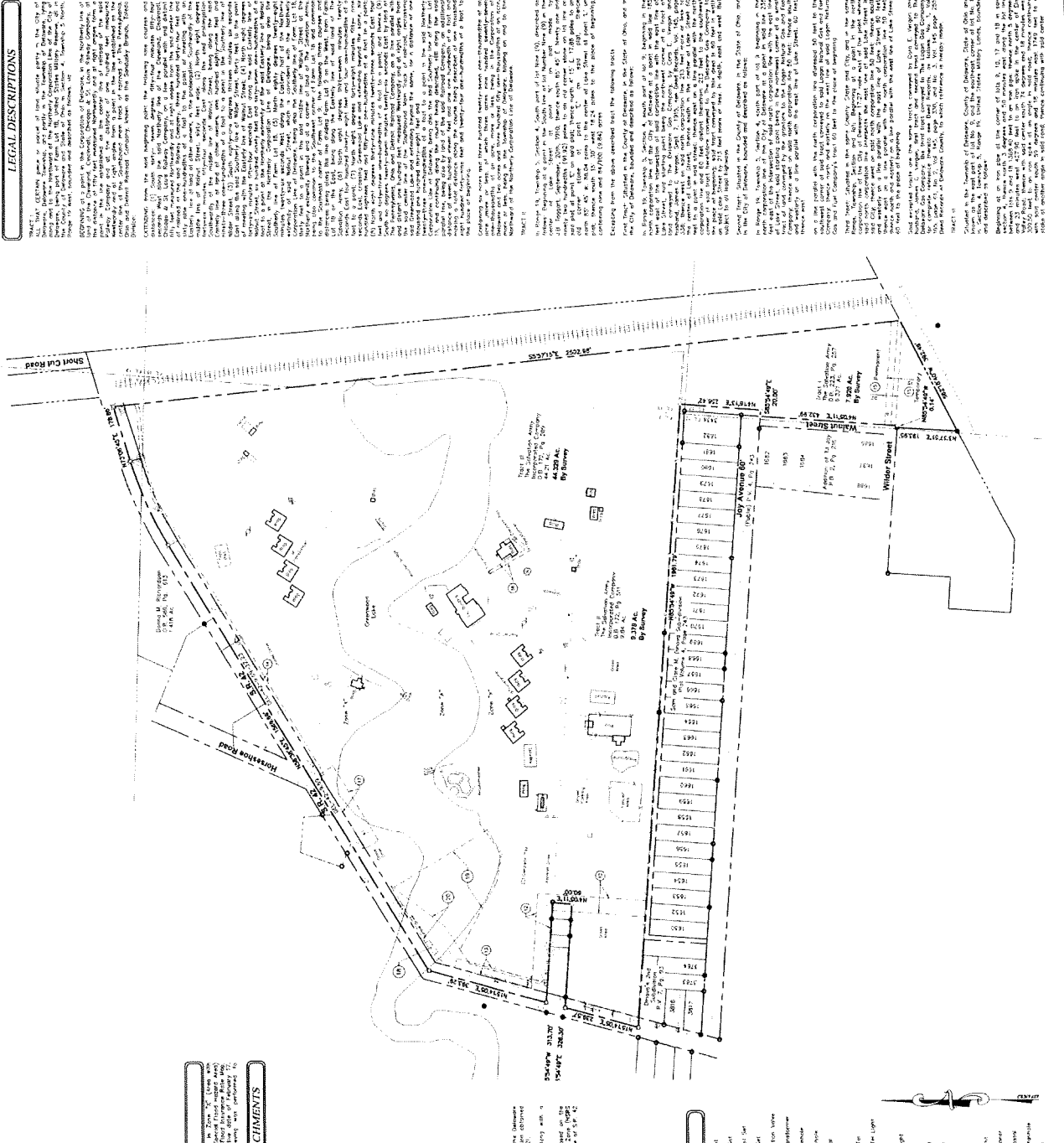
There are no encroachments shown on this plat.

GRAPHIC SCALE



LEGEND

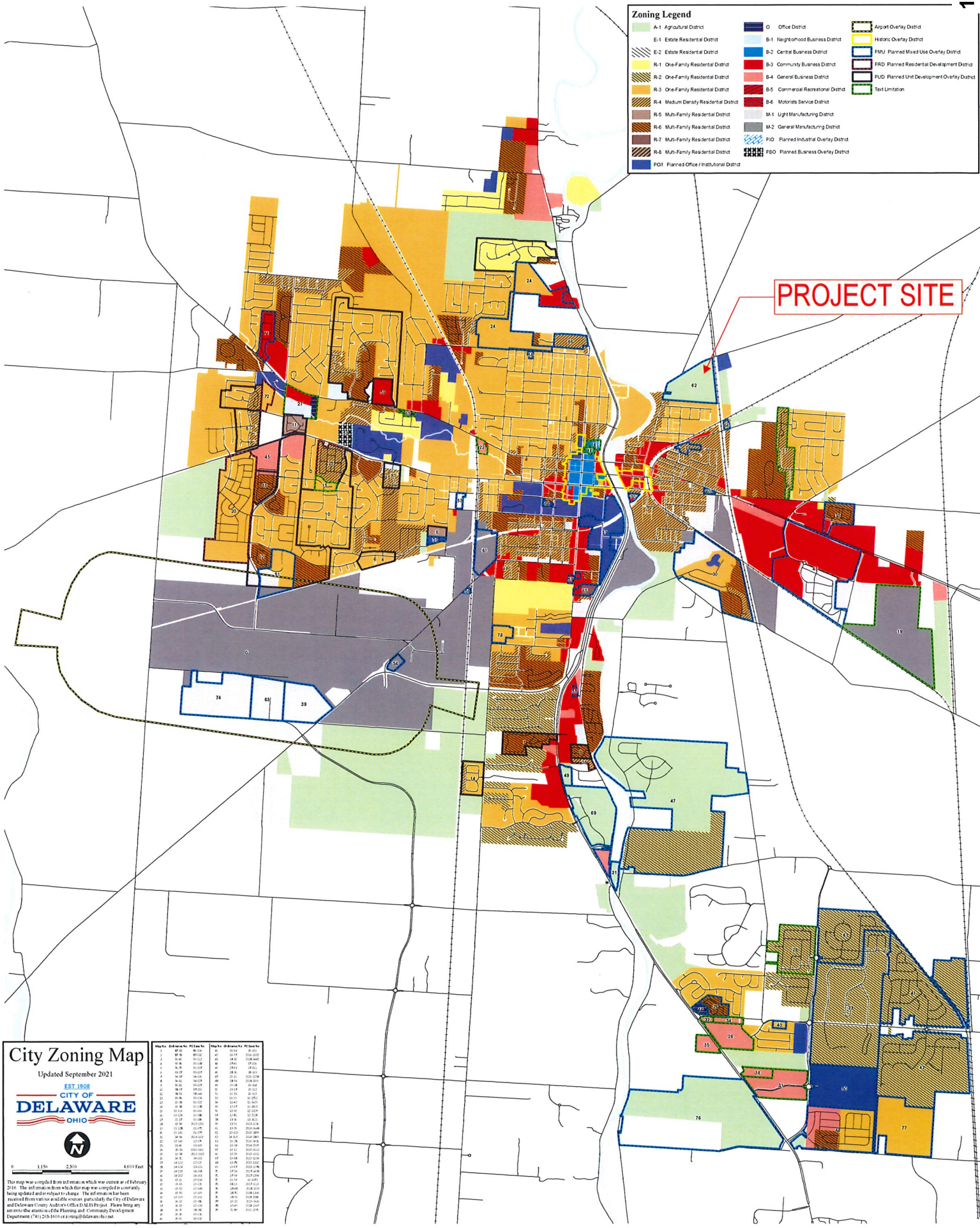
- 1. Iron Pipe Pile
- 2. Iron Pipe
- 3. Iron Pipe Not Tapped
- 4. Iron Pipe Tapped
- 5. Iron Pipe Not Tapped
- 6. Iron Pipe Tapped
- 7. Iron Pipe Not Tapped
- 8. Iron Pipe Tapped
- 9. Iron Pipe Not Tapped
- 10. Iron Pipe Tapped



### Zoning Legend

|   |   |   |
|---|---|---|
| A-1 Agricultural District                   | Office District                         | Airport Overlay District                      |
| E-1 Estate Residential District             | B-1 Neighborhood Business District      | Historic Overlay District                     |
| E-2 Estate Residential District             | B-2 Central Business District           | PMU Planned Mixed Use Overlay District        |
| R-1 One-Family Residential District         | B-3 Community Business District         | FRD Planned Residential Development District  |
| R-2 One-Family Residential District         | B-4 General Business District           | PUD Planned Unit Development Overlay District |
| R-3 One-Family Residential District         | B-5 Commercial Recreational District    | Text Limitation                               |
| R-4 Medium Density Residential District     | B-6 Motorist Service District           |   |
| R-5 Multi-Family Residential District       | M-1 Light Manufacturing District        |   |
| R-6 Multi-Family Residential District       | M-2 General Manufacturing District      |   |
| R-7 Multi-Family Residential District       | FIO Planned Industrial Overlay District |   |
| R-8 Multi-Family Residential District       | FBO Planned Business Overlay District   |   |
| POI Planned Office / Institutional District |   |   |

**PROJECT SITE**



## City Zoning Map

Updated September 2021

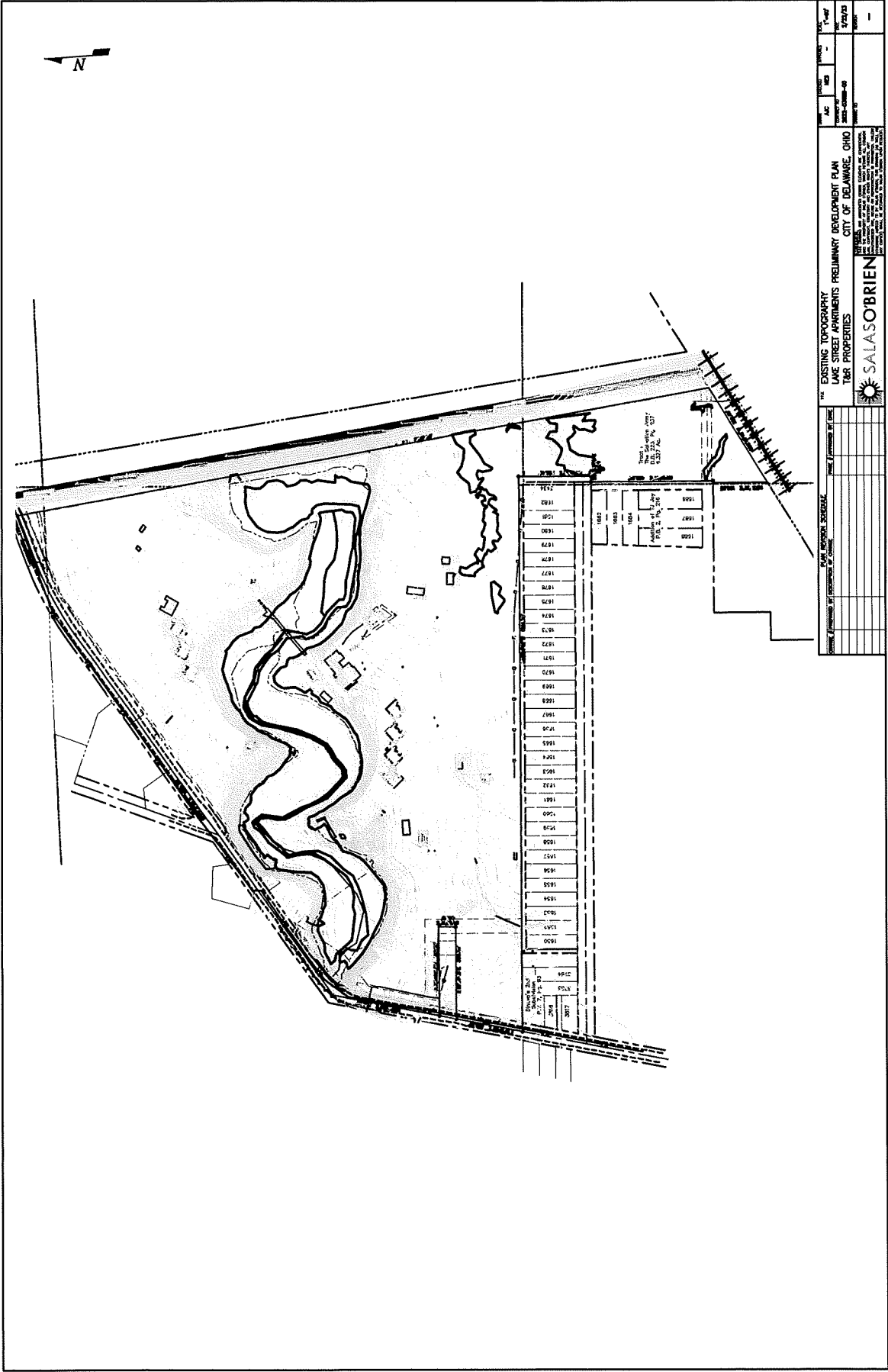
EST. 1808  
CITY OF  
**DELAWARE**  
OHIO

0 1150 2300 4600 Feet

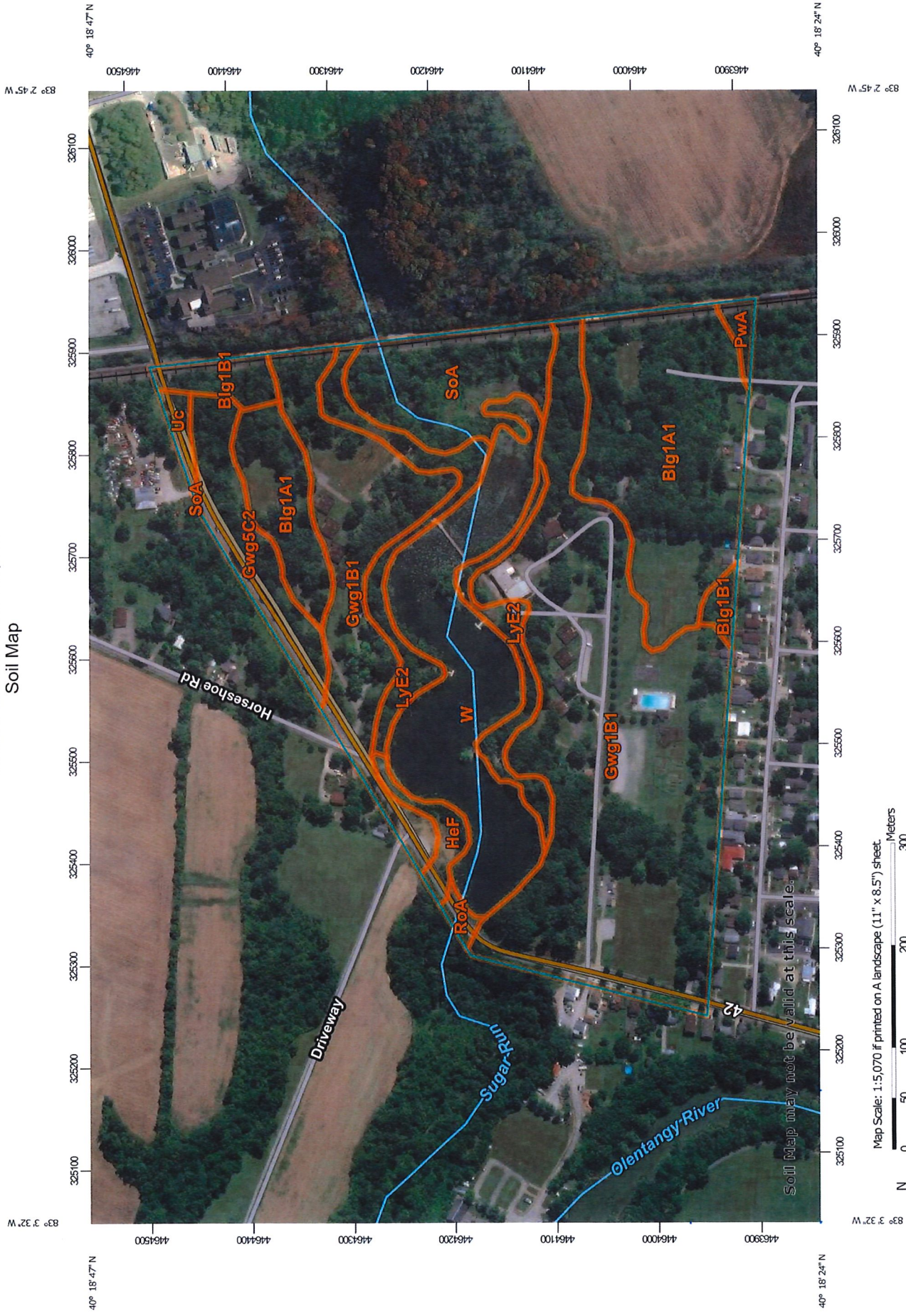
This map was compiled from information which was current as of February 2016. The information from which this map was compiled is constantly being updated and is subject to change. The information has been received from various available sources, particularly the City of Delaware and Delaware County Auditor's Office (D.A.L.S.) Project. Please bring any errors to the attention of the Planning and Community Development Department (781) 233-8100 or e-mail@delaware-ohio.net

| Map No. | Effective Date | PI Code No. | Map No. | Effective Date | PI Code No. |
|---------|----------------|-------------|---------|----------------|-------------|
| 1       | 06-10-10       | 01          | 16      | 07-10-10       | 01          |
| 2       | 06-10-10       | 02          | 17      | 07-10-10       | 02          |
| 3       | 06-10-10       | 03          | 18      | 07-10-10       | 03          |
| 4       | 06-10-10       | 04          | 19      | 07-10-10       | 04          |
| 5       | 06-10-10       | 05          | 20      | 07-10-10       | 05          |
| 6       | 06-10-10       | 06          | 21      | 07-10-10       | 06          |
| 7       | 06-10-10       | 07          | 22      | 07-10-10       | 07          |
| 8       | 06-10-10       | 08          | 23      | 07-10-10       | 08          |
| 9       | 06-10-10       | 09          | 24      | 07-10-10       | 09          |
| 10      | 06-10-10       | 10          | 25      | 07-10-10       | 10          |
| 11      | 06-10-10       | 11          | 26      | 07-10-10       | 11          |
| 12      | 06-10-10       | 12          | 27      | 07-10-10       | 12          |
| 13      | 06-10-10       | 13          | 28      | 07-10-10       | 13          |
| 14      | 06-10-10       | 14          | 29      | 07-10-10       | 14          |
| 15      | 06-10-10       | 15          | 30      | 07-10-10       | 15          |
| 16      | 06-10-10       | 16          | 31      | 07-10-10       | 16          |
| 17      | 06-10-10       | 17          | 32      | 07-10-10       | 17          |
| 18      | 06-10-10       | 18          | 33      | 07-10-10       | 18          |
| 19      | 06-10-10       | 19          | 34      | 07-10-10       | 19          |
| 20      | 06-10-10       | 20          | 35      | 07-10-10       | 20          |
| 21      | 06-10-10       | 21          | 36      | 07-10-10       | 21          |
| 22      | 06-10-10       | 22          | 37      | 07-10-10       | 22          |
| 23      | 06-10-10       | 23          | 38      | 07-10-10       | 23          |
| 24      | 06-10-10       | 24          | 39      | 07-10-10       | 24          |
| 25      | 06-10-10       | 25          | 40      | 07-10-10       | 25          |
| 26      | 06-10-10       | 26          | 41      | 07-10-10       | 26          |
| 27      | 06-10-10       | 27          | 42      | 07-10-10       | 27          |
| 28      | 06-10-10       | 28          | 43      | 07-10-10       | 28          |
| 29      | 06-10-10       | 29          | 44      | 07-10-10       | 29          |
| 30      | 06-10-10       | 30          | 45      | 07-10-10       | 30          |
| 31      | 06-10-10       | 31          | 46      | 07-10-10       | 31          |
| 32      | 06-10-10       | 32          | 47      | 07-10-10       | 32          |
| 33      | 06-10-10       | 33          | 48      | 07-10-10       | 33          |
| 34      | 06-10-10       | 34          | 49      | 07-10-10       | 34          |
| 35      | 06-10-10       | 35          | 50      | 07-10-10       | 35          |
| 36      | 06-10-10       | 36          | 51      | 07-10-10       | 36          |
| 37      | 06-10-10       | 37          | 52      | 07-10-10       | 37          |
| 38      | 06-10-10       | 38          | 53      | 07-10-10       | 38          |
| 39      | 06-10-10       | 39          | 54      | 07-10-10       | 39          |
| 40      | 06-10-10       | 40          | 55      | 07-10-10       | 40          |
| 41      | 06-10-10       | 41          | 56      | 07-10-10       | 41          |
| 42      | 06-10-10       | 42          | 57      | 07-10-10       | 42          |
| 43      | 06-10-10       | 43          | 58      | 07-10-10       | 43          |
| 44      | 06-10-10       | 44          | 59      | 07-10-10       | 44          |
| 45      | 06-10-10       | 45          | 60      | 07-10-10       | 45          |
| 46      | 06-10-10       | 46          | 61      | 07-10-10       | 46          |
| 47      | 06-10-10       | 47          | 62      | 07-10-10       | 47          |
| 48      | 06-10-10       | 48          | 63      | 07-10-10       | 48          |
| 49      | 06-10-10       | 49          | 64      | 07-10-10       | 49          |
| 50      | 06-10-10       | 50          | 65      | 07-10-10       | 50          |
| 51      | 06-10-10       | 51          | 66      | 07-10-10       | 51          |
| 52      | 06-10-10       | 52          | 67      | 07-10-10       | 52          |
| 53      | 06-10-10       | 53          | 68      | 07-10-10       | 53          |
| 54      | 06-10-10       | 54          | 69      | 07-10-10       | 54          |
| 55      | 06-10-10       | 55          | 70      | 07-10-10       | 55          |
| 56      | 06-10-10       | 56          | 71      | 07-10-10       | 56          |
| 57      | 06-10-10       | 57          | 72      | 07-10-10       | 57          |
| 58      | 06-10-10       | 58          | 73      | 07-10-10       | 58          |
| 59      | 06-10-10       | 59          | 74      | 07-10-10       | 59          |
| 60      | 06-10-10       | 60          | 75      | 07-10-10       | 60          |
| 61      | 06-10-10       | 61          | 76      | 07-10-10       | 61          |
| 62      | 06-10-10       | 62          | 77      | 07-10-10       | 62          |
| 63      | 06-10-10       | 63          | 78      | 07-10-10       | 63          |
| 64      | 06-10-10       | 64          | 79      | 07-10-10       | 64          |
| 65      | 06-10-10       | 65          | 80      | 07-10-10       | 65          |
| 66      | 06-10-10       | 66          | 81      | 07-10-10       | 66          |
| 67      | 06-10-10       | 67          | 82      | 07-10-10       | 67          |
| 68      | 06-10-10       | 68          | 83      | 07-10-10       | 68          |
| 69      | 06-10-10       | 69          | 84      | 07-10-10       | 69          |
| 70      | 06-10-10       | 70          | 85      | 07-10-10       | 70          |
| 71      | 06-10-10       | 71          | 86      | 07-10-10       | 71          |
| 72      | 06-10-10       | 72          | 87      | 07-10-10       | 72          |
| 73      | 06-10-10       | 73          | 88      | 07-10-10       | 73          |
| 74      | 06-10-10       | 74          | 89      | 07-10-10       | 74          |
| 75      | 06-10-10       | 75          | 90      | 07-10-10       | 75          |
| 76      | 06-10-10       | 76          | 91      | 07-10-10       | 76          |
| 77      | 06-10-10       | 77          | 92      | 07-10-10       | 77          |
| 78      | 06-10-10       | 78          | 93      | 07-10-10       | 78          |
| 79      | 06-10-10       | 79          | 94      | 07-10-10       | 79          |
| 80      | 06-10-10       | 80          | 95      | 07-10-10       | 80          |
| 81      | 06-10-10       | 81          | 96      | 07-10-10       | 81          |
| 82      | 06-10-10       | 82          | 97      | 07-10-10       | 82          |
| 83      | 06-10-10       | 83          | 98      | 07-10-10       | 83          |
| 84      | 06-10-10       | 84          | 99      | 07-10-10       | 84          |
| 85      | 06-10-10       | 85          | 100     | 07-10-10       | 85          |





# Custom Soil Resource Report Soil Map



### MAP LEGEND

- Area of Interest (AOI)
- Area of Interest (AOI)
- Soils**
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points
- Special Point Features**
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features
- Water Features**
- Streams and Canals
- Transportation**
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads
- Background**
- Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Delaware County, Ohio  
 Survey Area Data: Version 21, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 12, 2009—Oct 2, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Custom Soil Resource Report

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name   | Acres in AOI | Percent of AOI |
|------------------------------------|---|--------------|----------------|
| Blg1A1                             | Blount silt loam, ground moraine, 0 to 2 percent slopes                             | 13.0         | 19.1%          |
| Blg1B1                             | Blount silt loam, ground moraine, 2 to 4 percent slopes                             | 1.5          | 2.2%           |
| Gwg1B1                             | Glynwood silt loam, ground moraine, 2 to 6 percent slopes                           | 29.5         | 43.5%          |
| Gwg5C2                             | Glynwood clay loam, ground moraine, 6 to 12 percent slopes, eroded                  | 3.2          | 4.6%           |
| HeF                                | Heverlo silt loam, 25 to 70 percent slopes  | 0.9          | 1.3%           |
| LyE2                               | Lybrand silt loam, 18 to 25 percent slopes, eroded                                  | 4.4          | 6.6%           |
| PwA                                | Pewamo silty clay loam, 0 to 1 percent slopes                                       | 0.4          | 0.6%           |
| RoA                                | Rosburg silt loam, 0 to 2 percent slopes, occasionally flooded                      | 0.3          | 0.4%           |
| SoA                                | Sloan silty clay loam, till substratum, 0 to 2 percent slopes, occasionally flooded | 4.6          | 6.8%           |
| Uc                                 | Udorthents  | 0.4          | 0.6%           |
| W                                  | Water   | 9.7          | 14.3%          |
| <b>Totals for Area of Interest</b> |   | <b>67.9</b>  | <b>100.0%</b>  |

| Owner Name                         | Property Address             | Tax mailing address                        |
|------------------------------------|------------------------------|--|
| ABELS JEANETTE M                   | 53 JOY AVE DELAWARE          | 3001 HACKBERRY IRVING TX 75063             |
| ADKINS HUNTER                      | 123 JOY AVE DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| ANDREWS DALE R JR & TINA L         | 15 JOY AVE DELAWARE          | 3002 HACKBERRY IRVING TX 75063             |
| ARMBRUSTER DEBRA L TRUSTEE         | 117 JOY AVE DELAWARE         | 117 JOY AVE DELAWARE OH 43015              |
| ARMSTRONG STEPHEN H                | 109 JOY AVE DELAWARE         | 109 JOY AVE DELAWARE OH 43015              |
| BEHNFELDT BRETT                    | 131 JOY AVE DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| BERBERI DRITAN & BAKU ETEVA        | 339 LAKE ST DELAWARE         | 901 CORPORATE CENTER DR POMONA CA 91768    |
| BERBERI DRITAN & BAKU ETEVA        | LAKE ST DELAWARE             | 901 CORPORATE CENTER DR POMONA CA 91768    |
| BRISKEY RICHARD                    | 57 JOY AVE DELAWARE          | PO BOX 29 SUNBURY OH 43074                 |
| BRYAN PAUL                         | 73 JOY AVE DELAWARE          | 345 COUNTY ROAD 226 MARENGO OH 43334       |
| BURDETTE LEWIS O & PYNE DIXIE L    | 89 JOY AVE DELAWARE          | 3001 HACKBERRY IRVING TX 75063             |
| CARTER SHERMAN E & SHARON L        | 167 JOY AVE DELAWARE         | 94 EUCLID AVE DELAWARE OH 43015            |
| DEEL BILL JOE                      | 47 JOY AVE DELAWARE          | 47 JOY AVE DELAWARE OH 43015               |
| DELAWARE CREATIVE HOUSING INC      | 314 LAKE ST DELAWARE         | 1000 ALPHA DR DELAWARE OH 43015            |
| DELAWARE CREATIVE HOUSING INC      | 322 LAKE ST DELAWARE         | 1000 ALPHA DR DELAWARE OH 43015            |
| DOMINGUEZ PATTY & PEDRO            | 21 JOY AVE DELAWARE          | 3001 HACKBERRY IRVING TX 75063             |
| FISHER DERRELL G & ANITA G         | 191 JOY AVE DELAWARE         | 191 JOY AVE DELAWARE OH 43015              |
| GALLOWAY WILLIAM E                 | 63 JOY AVE DELAWARE          | 3326 GALLANT RD RADNOR OH 43066            |
| HATZIFOTINOS GEORGE D TRUSTEES @ 3 | 1000 HORSESHOE RD DELAWARE   | 1160 GOODALE BLVD COLUMBUS OH 43212        |
| HEARTLAND VENTURES LLC             | 485 US HIGHWAY 42 N DELAWARE | 3001 HACKBERRY IRVING TX 75063             |
| HELMAN TRAVIS W                    | 157 JOY AVE DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| HELMAN TYLAR E                     | 161 JOY AVE DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| HENSLEY EDWARD E                   | 337 LAKE ST DELAWARE         | PO BOX 400 INDIANA PA 15701                |
| HENSON JOHN R                      | 335 LAKE ST DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| IGO JUSTIN C                       | 105 JOY AVE DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| IMMEL KELSEY & ZOLLER AMY          | 37 JOY AVE DELAWARE          | 3001 HACKBERRY IRVING TX 75063             |
| INGMIRE MICHAEL L                  | 305 LAKE ST DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| JORDAN KEITH W & BERNING SHYDENAYA | 324 LAKE ST DELAWARE         | 3001 HACKBERRY IRVING TX 75063             |
| KARNS JOSEPH R & MICHELE L         | 65 JOY AVE DELAWARE          | 3001 HACKBERRY IRVING TX 75063             |
| KEGLEY BRENDA M & JERRY            | 151 JOY AVE DELAWARE         | PO BOX 14506 DES MOINES IA 50306-9396      |
| KELTNER CLYDE STEPHEN              | 479 US HIGHWAY 42 N DELAWARE | 479 US HIGHWAY 42 DELAWARE OH 43015        |
| KINNEY KIRTH M                     | 321 LAKE ST DELAWARE         | 100 N SANDUSKY AVE UPPER SANDUSKY OH 43351 |
| KINNEY KIRTH M                     | 317 LAKE ST DELAWARE         | 100 N SANDUSKY AVE UPPER SANDUSKY OH 43351 |
| KNAUBER ROGER O                    | 143 JOY AVE DELAWARE         | 143 JOY AVE DELAWARE OH 43015              |
| KRAMER KAY @3                      | 27 JOY AVE DELAWARE          | 238 MERRISTON CIR DELAWARE OH 43015        |
| LAKE STREET PIG LLC                | 313 LAKE ST DELAWARE         | PO BOX 78420 PHOENIX AZ 85062              |
| LAKE STREET PIG LLC                | 309 LAKE ST DELAWARE         | PO BOX 78420 PHOENIX AZ 85062              |
| MAYBERRY SARA F TRUSTEE            | 179 JOY AVE DELAWARE         | 179 JOY AVE DELAWARE OH 43015              |
| MCDONALD KRISTINA M                | 93 JOY AVE DELAWARE          | 199 CURLY SMART CIR DELAWARE OH 43015      |
| MCDONALD KRISTINA M                | 101 JOY AVE DELAWARE         | 199 CURLY SMART CIR DELAWARE OH 43015      |
| MIRANDA VANESSA                    | 33 JOY AVE DELAWARE          | 3001 HACKBERRY IRVING TX 75063             |
| MOBLEY CHESTER E II                | 113 JOY AVE DELAWARE         | 113 JOY AVE DELAWARE OH 43015              |
| MONTE GENE A TRUSTEE               | 341 LAKE ST DELAWARE         | 341 LAKE ST DELAWARE OH 43015              |
| OHIO FUEL GAS CO                   | 0 LAKE ST DELAWARE           | PO BOX 117 COLUMBUS OH 43216               |
| OPEL RICHARD A                     | 147 JOY AVE DELAWARE         | 145 N UNION ST DELAWARE OH 43015           |
| OQUIN STEVE @(6)                   | 127 JOY AVE DELAWARE         | 127 JOY AVE DELAWARE OH 43015              |
| PARTLOW DONALD Z                   | 519 US HIGHWAY 42 N DELAWARE | 519 US HIGHWAY 42 DELAWARE OH 43015        |
| PETERS ROBERT F & PETERS SETH D    | 325 LAKE ST DELAWARE         | 901 CORPORATE CENTER DR POMONA CA 91768    |
| RAMEY MARTIN                       | 81 JOY AVE DELAWARE          | 3001 HACKBERRY IRVING TX 75063             |
| RICHARDSON DONNA M                 | 651 US HIGHWAY 42 N DELAWARE | 10 VINE ST ASHLEY OH 43003                 |
| RICHARDSON DONNA M @(2)            | 711 US HIGHWAY 42 N DELAWARE | 10 VINE ST ASHLEY OH 43003                 |
| ZECH CASEY M TRUSTEE               | 137 JOY AVE DELAWARE         | 137 JOY AVE DELAWARE OH 43015              |

STEWART TITLE BOX



Doc ID: 014457460004 Type: OFF  
Kind: DEED  
Recorded: 05/02/2022 at 04:42:30 PM  
Fee Amt: \$50.00 Page 1 of 4  
Workflow# 0000294792-0002  
Delaware County, OH  
Melissa Jordan County Recorder  
File# 2022-00013481

BK 1962 PG 2643-2646

Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C. # 6750.00  
DATE 5-2-2022 Transfer Tax Paid  
~~TRANSFERRER OR TRANSFER NOT NECESSARY~~  
Delaware County Auditor By SCM

MD 2 of 2

**LIMITED WARRANTY DEED**

1241013

THE SALVATION ARMY, a New York corporation, f/k/a The Salvation Army Incorporated Company and f/k/a The Salvation Army, Incorporated ("Grantor"), for valuable consideration paid, grants, with limited warranty covenants, to **SUNSET RIDGE ASSOCIATES LP**, an Ohio limited partnership ("Grantee"), whose tax mailing address is 3895 Stoneridge Lane, Dublin, OH 43017, the following **REAL PROPERTY**:

*(as further described on Exhibit "A" attached hereto and incorporated herein)*

The conveyance of this real estate is subject to the following:

All legal highways; zoning ordinances; real estate taxes and assessments not yet due and payable, which are now or may hereafter become a lien on said premises; covenants, conditions, restrictions and easements of record; and all coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record.

Property Addresses: 340 Lake Street, Delaware, Ohio 43015 and Joy Avenue, Delaware, Ohio 43015

Tax Parcel Numbers: 519-410-03-012-000 and 519-442-07-001-000

Prior Instrument References: Deed Book 223, Page 257; Deed Book 172, Page 511; Deed Book 172, Page 209 of the Official Records of Delaware County, Ohio.

**Stewart Title Box**

*[remainder of page intentionally left blank; signature page to follow]*





**Legal Description  
South and East of S.R. 42 (Lake Street)  
61.635 ACRE**

**-1-**

Situated in the State of Ohio, County of Delaware, City of Delaware, being 61.635 acres in Farm Lots No. 8, 9, 17, & 18, Section 4, Township 5, Range 19, United States Military Lands, said 61.635 acres being all of a 6.327 (deed) acre tract conveyed to The Salvation Army in D.B. 223, Pg. 257, all of a 9.84 (deed) acre tract conveyed to The Salvation Army Incorporated Company in D.B. 172, Pg. 511, and all of a 44.21 (deed) acre tract conveyed to The Salvation Army Incorporated Company in D.B. 172, Pg. 209, and being more particularly described as follows;

Beginning at a 5/8" iron pin found in the south line of Wilder Street (40 feet) as shown in the plat of the Addition of TJ Joy recorded in Plat Volume 2, Page 216, point "K" in the plat of Wilder Joys Outlots as recorded in Plat Volume 2, Page 33, in the north line of a 3.866 acre tract conveyed to Wendy Schiefer & Michael W. Thompson in D.B. 1289, Pg. 2467, and at a northwest corner of said original 6.327 acre Salvation Army tract;

Thence **S 85° 54' 49" E**, with the south line of said Wilder Street, the north line of said 3.866 acre tract, **6.14 feet** to an iron pin set at the intersection of the south line of said Wilder Street with the east line of Walnut Street (30 feet) as shown in said Addition of TJ Joy plat, the northeast corner of said 3.866 acre tract, a northwest corner of said original 6.327 acre Salvation Army tract;

Thence **N 04° 05' 11" E**, with the easterly right-of-way line of said Walnut Street, a westerly line of said original 6.327 acre Salvation Army tract, **432.99 feet** to an iron pin set at the intersection of the easterly line of said Walnut Street and the southerly line of Joy Avenue (60 feet) as shown in the plat of the Sam and Clare M. Dinova Subdivision as dedicated in Plat Volume 4, Pg. 243, a northwest corner of said original 6.327 acre Salvation Army tract;

Thence **S 85° 54' 49" E**, with the southerly right-of-way line of said Joy Avenue, a northerly line of said original 6.327 acre Salvation Army tract, **20.00 feet** to an iron pin set at a northwest corner of said original 6.327 acre Salvation Army tract and the intersection of said Joy Avenue and an Alley (20 feet) as shown in said Sam and Clare M. Dinova Subdivision;

Thence **N 04° 16' 13" E**, with the easterly line of said Alley, a westerly line of said original 6.327 acre Salvation Army tract, **256.42 feet** to an iron pin set at the intersection of said 20-foot Alley with a 15-foot Alley (also shown in Plat Volume 4, Page 243), a northwest corner of said original 6.327 acre Salvation Army tract, in the north line of said Farm Lot 17, the south line of said Farm Lot 18;

Thence **N 85° 54' 49" W**, with the north line of said 15-foot Alley, a north line of said original 6.327 acre Salvation Army tract, a south line of said original 44.21 acre Salvation Army tract, the south line of said original 9.84 acre Salvation Army tract, the north line of Dinovo's Subdivision as shown in Plat Volume 6, Pg. 141, the north line Dinovo's 2nd Subdivision as shown in Plat Volume 7, Pg. 93, **1961.79 feet** to a magnail set in the centerline of said S.R. 42, the southwest corner of said original 9.84 acre Salvation Army tract, the northeast corner of said Dinovo's 2nd Subdivision;

Thence **N 15° 14' 05" E**, with the centerline of said S.R. 42, the west line of said original 9.84 acre Salvation Army tract, **239.72 feet** to a magnail set in the centerline of said S.R. 42, at a northwest corner of said original 9.84 acre Salvation Army tract, the southwest corner of a 0.358 acre tract conveyed to Columbia Gas Transmission;

DESCRIPTION APPROVED  
FOR TRANSFER  
Chris Bauserman  
Delaware County Engineer  
RL

5-2-22

**Legal Description  
South and East of S.R. 42 (Lake Street)  
61.635 ACRE**

-2-

Thence, **N 04° 05' 11" E** with a west line of said original 9.84 acre Salvation Army tract, the east line of said 0.069 acre tract, **60.00 feet** to a point a 5/8" Iron pipe found at a northwest corner of said original 9.84 acre Salvation Army tract, the northeast corner of said 0.069 acre tract, and in the south line of said original 44.21 acre Salvation Army tract;

Thence, **N 85° 54' 49" W** with a south line of said original 44.21 acre Salvation Army tract, the north line of said 0.069 acre tract, the north line of said 0.358 acre tract, **313.70 feet** to a magnail set in the centerline of said S.R. 42, the southwest corner of said original 44.21 acre Salvation Army tract, the northwest corner of said 0.358 acre tract;

Thence the following four (4) courses and distances along the west and north lines of said original 44.21 acre Salvation Army tract, and the centerline of S.R. 42 as partially referenced in O.D.O.T Plans DEL 42-9.69 and DEL 42-9.69-12.33;

1. **N 15° 14' 05" E, 389.52 feet** to a magnail set;
2. **N 58° 38' 45" E, 1569.69 feet** to a magnail set at a point of curvature to the right;
3. With a curve to the right, having a central angle of **14°28'00"**, a radius of **1145.92 feet**, an arc length of **289.33 feet**, and a chord bearing and distance of **N 65° 52' 45" E, 288.57 feet** to a magnail set at a point of tangency;
4. **N 73° 06' 45" E, 178.86 feet** to a magnail set on the northeast corner of said original 44.21 acre Salvation Army tract, and the westerly Railroad right-of-way;

Thence, **S 05° 57' 15" E** with the east line of said original 44.21 acre Salvation Army tract, the east line of said original 6.327 acre Salvation Army tract, said westerly Railroad right-of-way, **2502.98 feet** to an iron pin set at the southeast corner of said original 6.327 acre Salvation Army tract, on a northerly Railroad right-of-way;

Thence, **S 62° 18' 40" W** with the south line of said original 6.327 acre Salvation Army tract, the northerly Railroad right-of-way, **392.49 feet** to a 5/8" iron pin found at the southwest corner of said original 6.327 acre Salvation Army tract, the southeast corner of said 3.866 acre tract;

Thence, **N 03° 37' 51" E**, with the east line of said 3.866 acre tract, the westerly line of said original 6.327 acre Salvation Army tract, **193.95 feet** to the **True Point of Beginning** being **61.635 acres** more or less. Of which 0.308 acre reside in Farm Lot 20, 53.407 acres reside in Farm Lot 9, 3.065 acre reside in Farm Lot 18 and 4.855 acres reside in Farm Lot 17.

The above description was prepared by Advanced Civil Design Inc. and based on existing Delaware County records, along with an actual field survey performed in April of 2022. A drawing of the above description is attached hereto and made a part thereof. All references used in this description can be set at the Recorder's Office Delaware County, Ohio

Iron pins set are 5/8" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plan Coordinate System, Zone (NSRS 2011) which determines the bearing for a portion of the centerline of S.R. 42 to be N 58° 38' 45" W.

DESCRIPTION FOR CLOSING ONLY  
 RPC Approval Required  
 Municipal Approval Required  
 Delaware County Engineer

5/2/2022





February 15, 2023

Mary Sherrets, P.E.  
Salas O'Brien  
Mary.sherrets@salasobrien.com  
614-695-6617

RE: Utilities Availability to Parcel No. 51941003012000

Mrs. Sherrets:

Please use this letter as confirmation from the City of Delaware that utilities services to Parcel No. 51941003012000 are available for the areas as described in the preliminary design documents for the Lake Street Apartments development. Both potable water and sanitary sewer systems have the necessary capacity for the development, though it is up to the owner's design engineer to establish a working layout of both utilities in relation to existing service line locations, as well as for future upstream needs.

If there are further questions regarding this location, feel free to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blake Jordan".

Blake Jordan, P.E.  
Director of Public Utilities  
City of Delaware, Ohio  
740-203-1902  
[bjordan@delawareohio.net](mailto:bjordan@delawareohio.net)



An **AEP** Company

BOUNDLESS ENERGY™

**AEP Ohio**  
700 Morrison Rd  
Gahanna, OH 43230  
AEPOhio.com

2/24/2023

**Aaron Cordill**  
**Salas O'Brien**  
**2751 Tuller Pkwy.**  
**Dublin, Ohio 43017**

RE: AVAILABILITY OF ELECTRICAL SERVICE  
**340 Lake Street Delaware Ohio**

To Whom It May Concern:

This letter will confirm that American Electric Power has electric service facilities adjacent to your new project. These facilities will be made available to serve your project with some Contribution-In-Aid-To-Construction charged to the project developer.

Our records indicate your project, a housing development consisting of town homes and apartment buildings, is located south of Lake Street between Horseshoe Road and the railroad in the City of Delaware, Ohio.

American Electric Power anticipates providing your new project the best possible service. I look forward to working with you and remain available to coordinate your project needs. Please contact me to discuss any questions you may have or other assistance you may require.

Sincerely,

*Dave Bowen*

**Dave Bowen**  
Customer Design Technician



**Sanitary Sewer Design Sheet**  
 Lake Street Apartments  
 2020-03688-00  
 M. Sherrets

Project: 2/14/2023  
 Project No. 2020-03688-00  
 By: M. Sherrets

Created: 2/14/2023  
 Revised:  
 Revised:  
 Revised:

Page: 1

Design Criteria:  
 Avg Flow (cfs) = 120gpd/Capita x 0.000001547  
 Peak factor = (18+P<sup>-0.5</sup>)/(4+P<sup>-0.5</sup>)

Avg people/bedroom = 1.52  
 $n = 0.013$

I&I Allowance (cfs) = 969.5 gpd/ac x 0.000001547

| STRUCTURE   | STA      | AREA (ACRES) |       | NUMBER OF BEDROOMS | TOTAL POPULATION | DOMESTIC FLOW (CFS) |             |           | DESIGN FLOW (CFS) | LENGTH (F.T.) | DIAM (IN) | SLOPE (%) | VELOCITY (FPS) | CAPACITY FLOWING FULL (CFS) | % FULL | Drop   | Out    | In     | TC     |       |
|---|----------|--------------|-------|--------------------|------------------|---------------------|-------------|-----------|-------------------|---------------|-----------|-----------|----------------|-----------------------------|--------|--------|--------|--------|--------|-------|
|   |          | INCREMENT    | TOTAL |                    |                  | AVERAGE             | PEAK FACTOR | PEAK FLOW |                   |               |           |           |                |                             |        |        |        |        |        |       |
| 5   | 12+50.00 | 1.26         | 1.26  | 54                 | 82               | 0.0153              | 9.0508      | 0.1383    | 0.0019            | 0.1401        | 115.00    | 8         | 0.40%          | 2.2                         | 0.8    | 18.33% | 0      | 919.00 | 919.00 | 929   |
| 4   | 11+35.00 | 1.64         | 2.90  | 108                | 247              | 0.0458              | 8.9756      | 0.4113    | 0.0043            | 0.4157        | 408.00    | 8         | 0.80%          | 3.1                         | 1.1    | 38.44% | 0.1    | 918.44 | 918.54 | 929.5 |
| 3   | 7+27.00  | 2.49         | 5.39  | 108                | 411              | 0.0764              | 8.8754      | 0.6779    | 0.0081            | 0.6859        | 137.00    | 10        | 0.50%          | 2.8                         | 1.6    | 44.25% | 0.17   | 915.01 | 915.18 | 919   |
| 2   | 5+90.00  | 7.20         | 12.59 | 108                | 598              | 0.1109              | 8.7553      | 0.9711    | 0.0189            | 0.9900        | 332.00    | 12        | 0.44%          | 3.0                         | 2.4    | 41.87% | 0.17   | 914.16 | 914.33 | 924.5 |
| 1   | 2+58.00  | 0.11         | 12.70 | 0                  | 598              | 0.1109              | 8.7553      | 0.9711    | 0.0190            | 0.9902        | 258.00    | 12        | 0.44%          | 3.0                         | 2.4    | 41.88% | 0.1    | 912.60 | 912.70 | 924.5 |
| EX  | 0+00.00  |              | 12.70 |                    | 598              | 0.1109              | 8.7553      | 0.9711    | 0.0190            | 0.9902        |           |           |                | 0.0                         | 0.0    | 0.4    | 911.06 | 911.46 | 920.63 |       |
| <b>Bedrooms at MH 2 include the Clubhouse and Men's Shelter</b> |          |              |       |                    |                  |                     |             |           |                   |               |           |           |                |                             |        |        |        |        |        |       |



**COMMUNITY IMPACT ASSESSMENT**

Pursuant to Chapter 1191  
City of Delaware Zoning Code

Applicant and Owner:

Sunset Ridge Associates LP and T&R Properties, Inc  
3895 Stoneridge Lane  
Dublin, OH 43017

Submitted by:

Sunset Ridge Associates LP and T&R Properties, Inc  
3895 Stoneridge Lane  
Dublin, OH 43017

And

Salas O'Brien  
2751 Tuller Parkway, Suite 100  
Dublin, Ohio 43017

Dated: April 26, 2023

### Background:

T&R Properties is proposing to amend their subject property Parcel #519-41003012000 and Parcel #519-44207001000 with A-1 PMU (Planned Mixed Use Overlay District) for the existing and proposed development to achieve compliance with the zoning code and ensure that the property is compatible with the surrounding area. The development would include market rate multifamily housing, low-income multifamily housing, a temporary housing facility/shelter for at risk individuals, club space for private recreational use, and outdoor park amenities and upgrades. The development would be divided into two Sub-Areas (A&B). The intent of this zoning text is to accompany Preliminary Development Plan submittal. This submittal, concurrent with Preliminary Development plan allows for a revitalization of a blighted area (Former Salvation Army Campground/Greenwood Lake Camp) to bring much needed housing variety to the City of Delaware. Additionally, the improvements will maintain high quality trees and also make for a substantially more attractive former Greenwood Lake site via engineering of stormwater and stream enhancement areas. The overall density on this project will be approximately 9.6 units/acre across subarea A and B for multifamily.

### Site Specific Information

1. Legal Description: A legal description is provided in Tab 6 of the binder.
  - a. Owner of record is Sunset Ridge Associates LP according to Delaware County Recorder Deed Book 1962 Pages 2643-2646.
  - b. Current land market value for parcel 51941003012000 is \$383,900. Current land market value for parcel 51944207001000 is \$23,800.
  - c. Adjacent parcels and ownership is provided in Tab 11 of the binder.
  - d. There are currently no covenants existing or proposed.
2. The total site is approximately 61.64 acres. The western and northern portions of the site are bordered by Lake St. The eastern portion of the site is bordered by Railway. The southern portion of the site is bordered by single-family homes on Joy Ave. This site includes the former Greenwood Lake which has been abandoned. The proposed site contemplates revitalizing this former Lake with stormwater improvements that will provide for an aesthetically pleasing and functional "pond" like area. Additionally, there are many trees located on the site. The development contemplated has taken the mature trees into account and intends to preserve a substantial/majority of these mature trees per our landscape and tree plan. The development is separated from North of the former Lake and South of the former Lake- access for both the North and South are provided from Lake St.
3. The majority of the site is bordered by public right-of-way or railroad right-of-way. The southern portion of the site is bordered by single-family homes on Joy Ave, which are shown on the aerial map in Tab 2 of the binder.

4. The existing land use of the site is PMU, which this Application is requesting to amend. The existing PMU allows for shelter housing in accordance with the previous/abandoned/blighted use of the former Salvation Army campground.
5. See Tab 2 of the binder for a location map and aerial photograph of the site.
6. Environmental Impacts:
  - a. Topography and drainage. See Tab 9 of the binder for topography exhibit. The proposed site contemplates using stormwater management improvements and best management practices to revitalize the former Lake location and to also function for the stormwater for this site. This strategy has been discussed in depth with the City of Delaware engineer department/public works and has received a preliminary approval for this design in theory. See Tab 16 of the binder for the stormwater management report. Proposed storm sewers are shown on drawings PDP-006 and PDP-007 of the Preliminary Development Plan.
  - b. Vegetation. There are a substantial number of mature trees on this site that we intend to preserve to the best of our ability. Please see drawings PDP-010 through PDP-014 of the Preliminary Development Plan for our tree survey and for our landscape and tree preservation plan.
  - c. Soils. A soils map can be found in Tab 10 of the binder.
  - d. Ecology. See above for Topography and drainage items. See Tab 15 of the binder for the Jurisdictional Waters Determination report.
7. Air and noise pollution. The proposed use of the site is for multi-family for rent housing and for a men's shelter. There will be no noise or air pollution other than those associated with normal residential/commercial uses. During site development and construction, there will be dust and noises of the nature inherent to construction. Such construction will be limited generally to daylight working hours.
8. Sanitary Sewers. The development will be served by sanitary sewer for the entire site. Please see drawings PDP-006 and PDP-007 of the Preliminary Development Plan which shows sanitary sewer extensions off of Lake St. There is current capacity in the lines off of Lake St for our proposed development. The former Salvation Army property is currently served by sanitary sewer and sewer taps have been awarded for the existing property for usage. Tab 12 of the binder includes preliminary sanitary flow calculations.
9. Traffic and parking. A traffic study is being performed by Advanced Civil Design. The MOU for performing this traffic study can be provided. A preliminary study has been performed which is provided in Tab 18 of the binder. The study indicates certain improvements being required and the traffic associated with our development. Parking is provided for the multi-family at an average of 2 spaces per unit which is in excess of modern standards for multi-family housing. A parking summary for the project is shown on drawing PDP-001.
10. View interference. This proposed development is transformative for the existing conditions of the abandoned Salvation Army buildings and the former Greenwood Lake. There are no current scenic views. However, privacy fencing and evergreen trees shall be provided every 20' along the Southern property line for existing single-family homes on Joy Ave to screen from our existing neighbors.



11. Historical Sites. There are no historical sites on the site.

12. Compatibility:

- a. Subarea A on the North side of Greenwood Lake- which is bounded by Lake St to the West and North, the former Greenwood Lake to the South, and railroad to the East, will comprise 3-story walkup garden apartments and a common area clubhouse. Subarea A will also include a men's shelter.

Subarea B on the South Side of the former Greenwood Lake- which is bounded by Lake St to the West, the former Greenwood Lake to the North, railroad to the East, and existing single-family homes on Joy Ave to the South, will include 2-story townhome buildings with 4 units in a building, larger 3-story multi-family corridor buildings with 90 units, and a common area clubhouse.

The site will be transformative and will look very aesthetically pleasing compared to the existing blight, with natural material and cementitious siding as shown in the building elevations provided (renderings) in the application.

- b. The project is compatible for the City of Delaware as the City and greater Central Ohio as the need for market rate (South of the former Lake) and affordable (north of the former Lake) continues to persist. This development will provide additional supply for much needed demand in the City of Delaware.

Impact on Public Services.

1. Tax effect.

a. Property Taxes:

- Market Rate Multifamily on South Side:  $340 * \text{Average Unit Value } \$125,000 = \$40,800,000.$

- o Tax rate per City of Delaware=  $\$1,112,506.00$  in annual tax for the City

- Affordable/Low-income Multifamily on North Side:  $252 \text{ units} * \text{Average Unit Value } \$100,000 = \$25,200,000$

- o Tax rate per City of Delaware=  $\$693,312.00$

2. Police and fire: Police and fire needs will be consistent with similar developments in the vicinity of the property. Emergency access has been provided and a fire maneuverability test has been performed to ensure that all streets allow for fire truck access sufficiently to City standards.
3. Schools: Based on industry trends and standards, it is known that multi-family apartments provide a substantial tax base (commercially taxed) housing option that provides funding to schools. Additionally, studio, 1-, and 2-bedroom apartment units (the vast majority of this development) have extremely insignificant or nonexistent load on schools.
4. Parks and recreation. The proposed development is open to including the stormwater and former lake improvements area as something being allowed for public and educational use. Since this area is being brought back to life, it may be an opportunity for students and the public to enjoy beautiful greenery and ecology in the stormwater areas. This is a consideration and discussion that the applicant is open to have with the City.

5. Traffic control. A preliminary traffic study has been performed and can be found in Tab 18 of the binder. The site has sufficient ingress and egress and necessary offsite improvements that are warranted will be made by the developer/applicant.

General Requirements:

1. Financial interest: The total estimated project value is approximately \$75,000,000. The current owner is Sunset Ridge Associates LP and the principal officer is P. Ronald Sabatino. There is no involvement by any elected or appointed public official.
2. Coordination: Utility availability letters have been submitted with the application, copies of which are located in Tab 13 of the binder.
3. Economic impact: The construction of public improvements (not yet priced) and the \$75,000,000+ in private improvements and the millions of dollars set forth hereinabove in real estate taxes will have a substantial positive impact on the City and its current and future residents.
4. Construction Scheduling: It is the Developer's intention, as soon as a Final Development Plan is approved along with all required engineering approvals, to proceed with construction on both Subarea A and B of the development.
5. Adjacent development: See point 12 above. A list of adjacent property owners is provided in Tab 11 of the binder.
6. Alternatives: The developer feels strongly that the proposed layout, site plan, and density are a balance of what the City needs for housing and also serve to maintain much of the mature trees and natural beauty of the site. This development will cure the existing blight and bring much needed housing and substantial tax revenue to the City of Delaware.

# Lake Street Multi-Family Development

## Preliminary Traffic Study

Prepared for  
City of Delaware  
By



**ADVANCED**  
C I V I L   D E S I G N

**Advanced Civil Design, Inc.**

**781 Science Blvd, Suite 100, Gahanna Ohio 43230**

**(614) 428-7750**

---

Mark I. Mann, P.E.  
Director – Transportation Services

January 13, 2023

## Table of Contents

Introduction ..... 1

Existing / No Build Conditions ..... 1

    Traffic Volumes and Trip Generation ..... 1

    Turn Lane Warrants and Storage Length Calculations ..... 8

Appendices ..... 9

## List of Figures

|  |   |
|--|---|
| Figure 1. Location Map & Site Plan .....       | 3 |
| Figure 2. Ex. No Build 2022 AM Peak Hour ..... | 4 |
| Figure 3. Ex. No Build 2022 PM Peak Hour ..... | 5 |
| Figure 4. Build 2022 AM Peak Hour .....        | 6 |
| Figure 5. Build 2022 PM Peak Hour .....        | 7 |



## Introduction

This T&R development in the City of Delaware is a proposed 528 multi-family, 64 unit townhome, and 1 unit single family residential development with 2 independent sections on the site (see Site Plan below). Section 1, the southern section, has 276 multi-family units, 64 townhouse units and 1 single family residential unit. The northern section has 252 multi-family units.

Both sections access Lake Street from separate access drives. There is no vehicular connectivity between the 2 sections of the development.

The scope of this preliminary study is to determine whether turn lanes are warranted at the access drives to each section of the development. ODOT criteria for determining the warrants will be used.

## Existing / No Build Conditions

Lake Street is a 2-lane roadway adjacent to the proposed development. The posted speed limit on Lake Street is 35MPH.

## Traffic Volumes and Trip Generation

Traffic volume data was collected on Lake Street in December 2022.

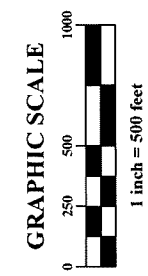
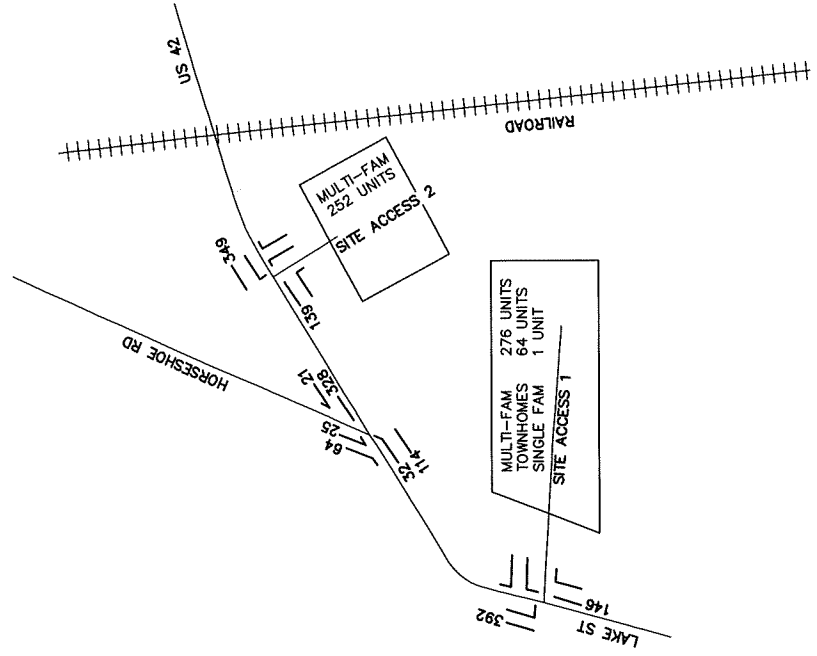
Trip Generation for the site was developed using the latest edition of the ITE Trip Generation Manual. The proposed trips were divided into their specific section and are shown in the below table.

**Table 1. Trip Generations**

| Trip Generation                                  |                     |             |       |      |    |          |           |
|--|---------------------|-------------|-------|------|----|----------|-----------|
| Description                                      | Land Use Code (LUC) | Total Trips | Enter | Exit |    | Total IN | Total OUT |
| Multi-Family Residential - Section 1 (276 units) | 220                 | 110         | 24%   | 76%  | AM | 26       | 84        |
|  |                     | 141         | 63%   | 37%  | PM | 89       | 52        |
| Town Homes - Section 1 (64 units)                | 215                 | 31          | 25%   | 75%  | AM | 8        | 23        |
|  |                     | 36          | 59%   | 41%  | PM | 21       | 15        |
| Single Family Residential - Section 1 (1 Unit)   | 210                 | 1           | 25%   | 75%  | AM | 0        | 1         |
|  |                     | 1           | 63%   | 37%  | PM | 1        | 0         |
| Multi-Family Residential - Section 2 (252 units) | 220                 | 101         | 24%   | 76%  | AM | 24       | 77        |
|  |                     | 129         | 63%   | 37%  | PM | 81       | 48        |

The distribution of trips to and from the site is based on the existing traffic collected above.





CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
EXISTING TRAFFIC (2022 AM)

**FOR**  
**SALVATION ARMY**

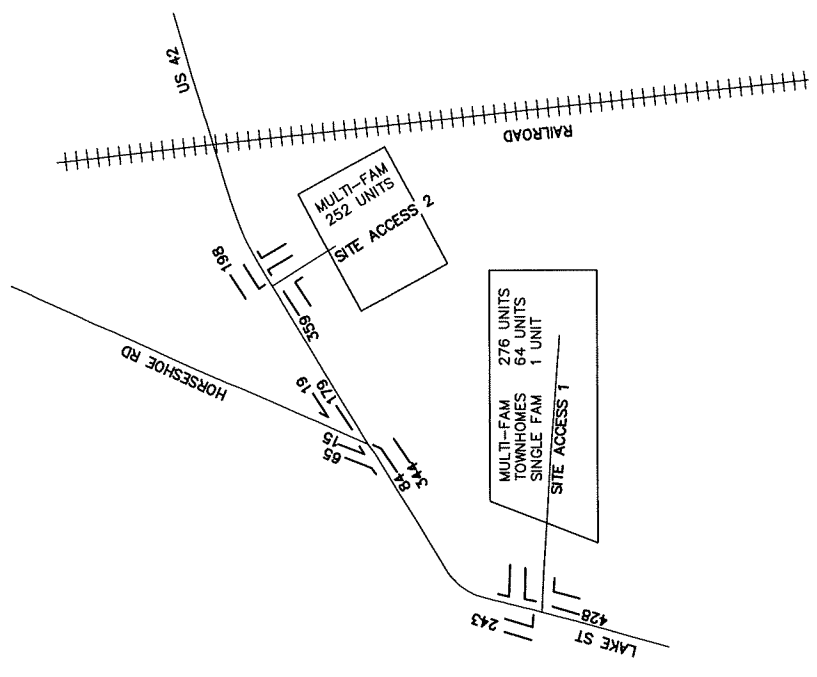
PLAN PREPARED BY:

**ADVANCED CIVIL DESIGN**  
781 Science Boulevard, Suite 100  
Columbus, Ohio 43230  
PH 614.428.7750  
for 614.428.7755

**ENGINEERS & SURVEYORS**

SCALE: 1" = 500'  
DATE: JANUARY 10, 2023

SHEET 1 / 16



**GRAPHIC SCALE**



1 inch = 500 feet

DELAWARE TOWNSHIP, DELAWARE COUNTY, OHIO  
EXISTING TRAFFIC (2022 PM)

**FOR  
SALVATION ARMY**

PLAN PREPARED BY:

**ADVANCED  
CIVIL DESIGN**  
ENGINEERS & ARCHITECTS

781 Science Boulevard, Suite 100  
Cohasset, Ohio 43230  
PH 614-428-7790  
FAX 614-428-7755

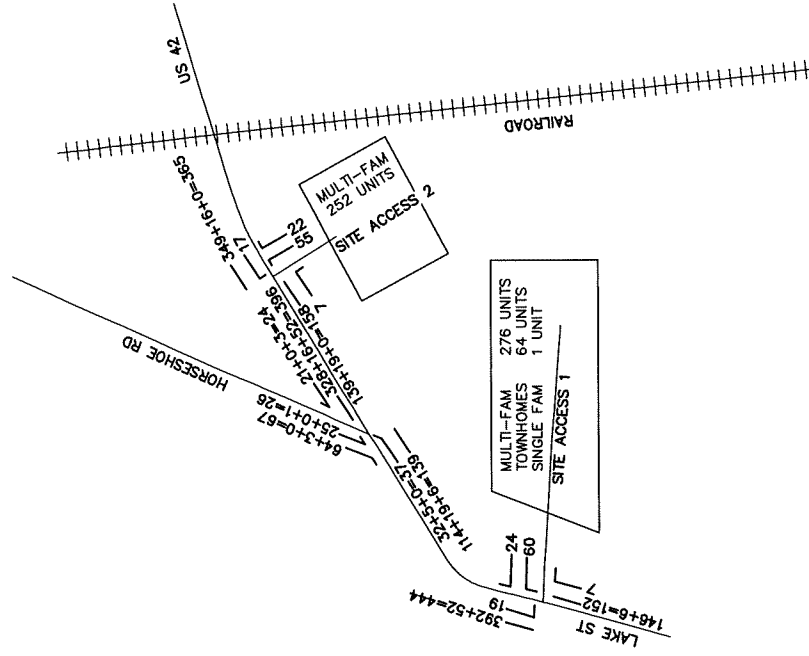
SCALE: 1" = 500'  
DATE: JANUARY 10, 2023

SHEET 2 / 16

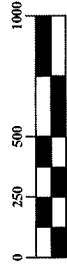


**LEGEND**

- A + B + C = D
- A= BACKGROUND TRAFFIC (2022)
- B= SITE TRIPS SECTION 1
- C= SITE TRIPS SECTION 2
- D= TOTAL



**GRAPHIC SCALE**



1 inch = 500 feet

CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
SITE DEVELOPED TRAFFIC (AM)

FOR  
**SALVATION ARMY**

PLAN PREPARED BY:



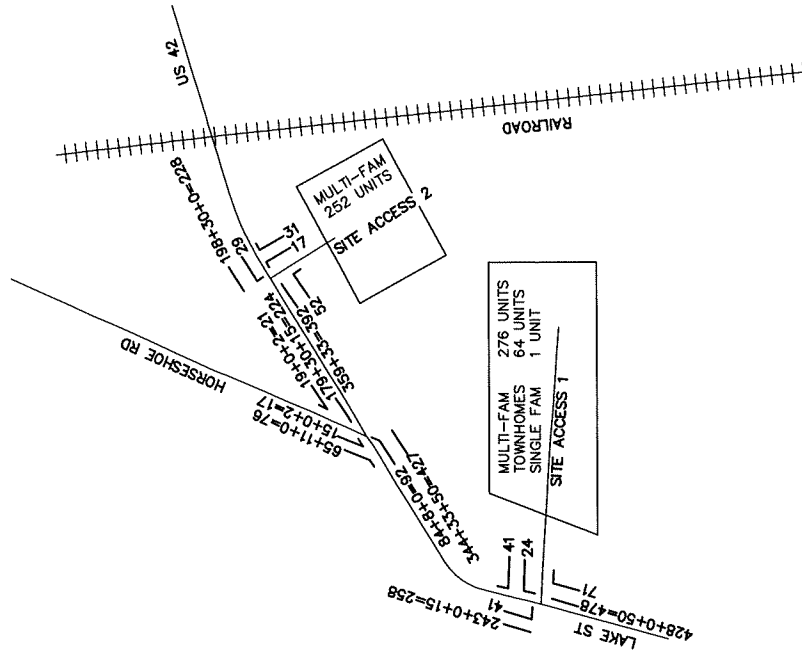
**ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS**  
781 Science Boulevard, Suite 100  
Columbus, Ohio 43230  
PH 614.428.7750 FAX 614.428.7755

SCALE: 1" = 500'  
DATE: JANUARY 10, 2023

SHEET 9 / 16

**LEGEND**

- A + B + C = D
- A= BACKGROUND TRAFFIC (2022)
- B= SITE TRIPS SECTION 1
- C= SITE TRIPS SECTION 2
- D= TOTAL



**GRAPHIC SCALE**



1 inch = 500 feet

CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
SITE DEVELOPED TRAFFIC (PM)

FOR  
**SALVATION ARMY**

PLAN PREPARED BY:



**ADVANCED**  
CIVIL DESIGN

781 Science Boulevard, Suite 100  
Columbus, Ohio 43230  
PH 614.628.7750  
FAX 614.628.7755

**ENGINEERS SURVEYORS**

SCALE: 1" = 500'  
DATE: JANUARY 10, 2023

SHEET 10 / 16

## Turn Lane Warrants and Storage Length Calculations

The Ohio Department of Transportation has a warrant process for the determination of turn lanes at un-signalized intersections. These warrants are based on the number of lanes on the roadways, the speed limits, and the volume of traffic.

A warrant study was completed to determine if turn lanes are warranted for the site accesses on to Lake Street for the two sections of the development.

The warrants for site access 1 & 2 are based on the warrant for a 2-lane roadway with a posted speed limit of 40 MPH or less.

As a result of the analyses, a right turn lane is warranted at site access 1. (see attachments)

As a result of the analyses, a left turn lane is warranted at site access 1. (see attachments)

As a result of the analyses, no turn lanes are warranted at site access 2. (see attachments)

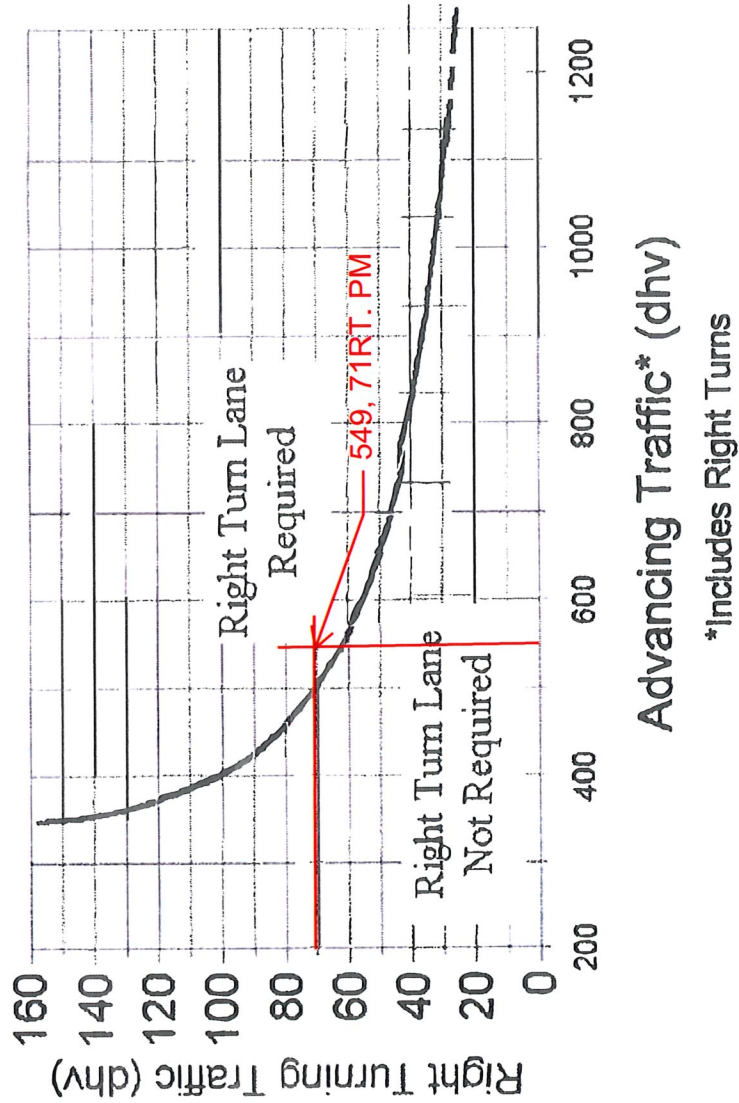
Turn lane lengths for warranted turn lanes were calculated based on ODOT design criteria. Calculation can be found in the attachments.

# 2-LANE RIGHT TURN LANE WARRANT (LOW SPEED)

401-6a

REFERENCE SECTION  
401.6.3

Lake Street & Site Access 1  
**2-Lane Highway Right Turn Lane Warrant**  
 =< 40 mph or 70 kph Posted Speed



October 2004

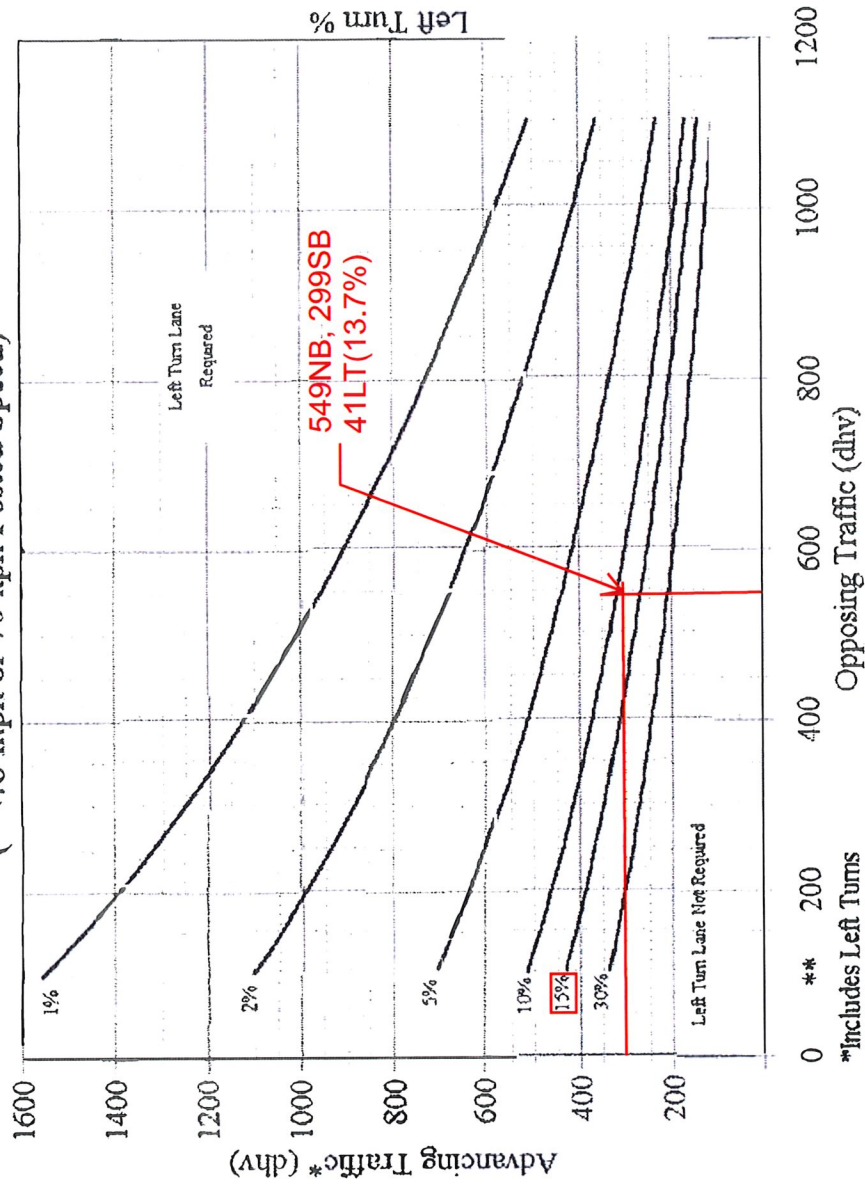
# 2-LANE LEFT TURN LANE WARRANT (LOW SPEED)

401-5a

REFERENCE SECTION  
401.6.1

Lake Street & Site Access 1 - PM Peak

## 2-Lane Highway Left Turn Lane Warrant (=<40 mph or 70 kph Posted Speed)



\*\*Includes Left Turns  
\*\* There is no minimum number of turns

October 2004

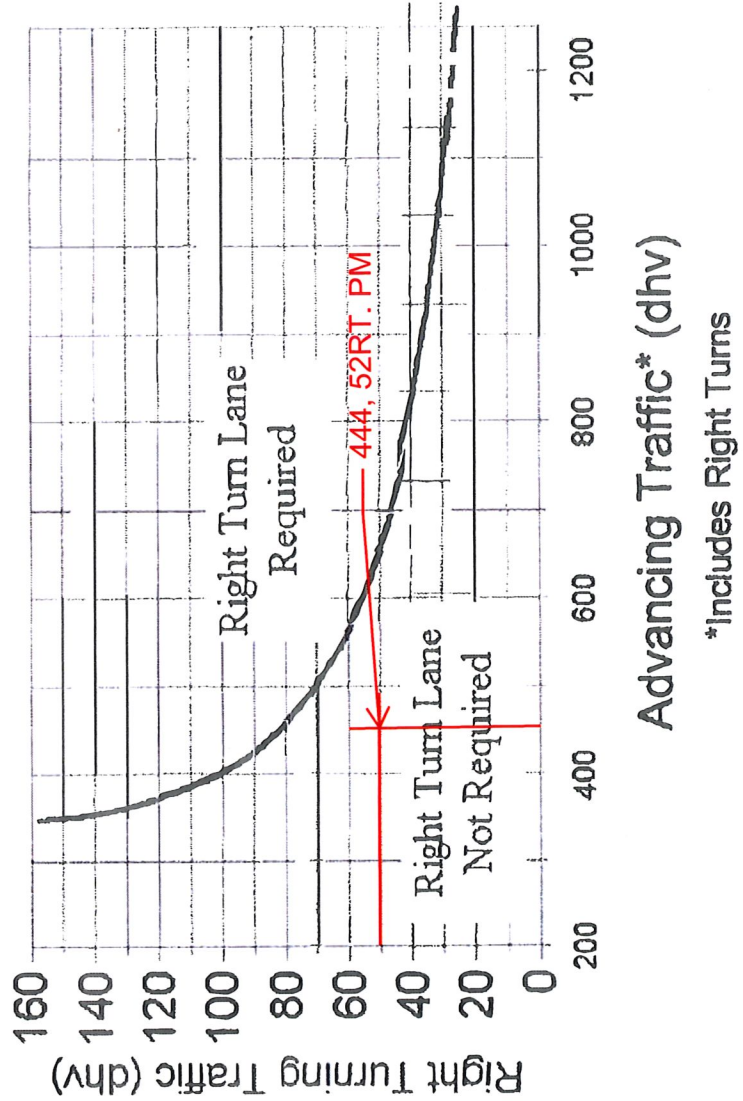


# 2-LANE RIGHT TURN LANE WARRANT (LOW SPEED)

401-6a

REFERENCE SECTION  
401.6.3

Lake Street & Site Access 2  
**2-Lane Highway Right Turn Lane Warrant**  
 =< 40 mph or 70 kph Posted Speed



October 2004

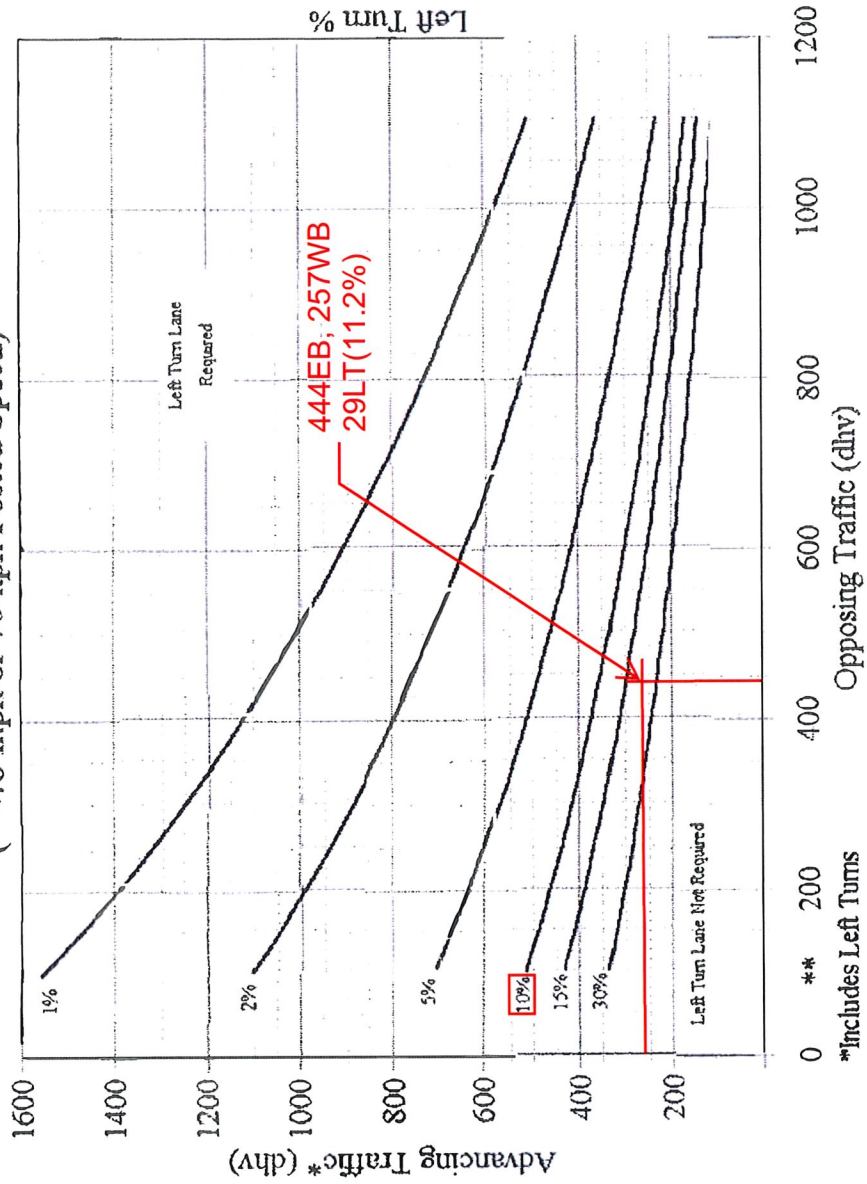
# 2-LANE LEFT TURN LANE WARRANT (LOW SPEED)

401-5a

REFERENCE SECTION  
401.6.1

Lake Street & Site Access 2 - PM Peak

## 2-Lane Highway Left Turn Lane Warrant (=<40 mph or 70 kph Posted Speed)



\*\*Includes Left Turns

\*\* There is no minimum number of turns

October 2004

### Turn Lane Length Computation Worksheet (Based on ODOT's Location Design Manual)

Project Name: Lake Street Development  
 Project Number: \_\_\_\_\_  
 Compiled By: MIM - CT Consultants, Inc.

Intersection: Lake Street & Site Access 1  
 Year: 2022  
 Condition: Build

#### General Information:

|           |      |       |  |  |
|-----------|------|-------|--|--|
| Approach  | SB   | NB    |  |  |
| Movement  | Left | Right |  |  |
| Peak Hour | PM   | PM    |  |  |

#### Type of Traffic Control

|                                |     |     |     |     |
|--------------------------------|-----|-----|-----|-----|
| Signalized                     | NO  | NO  | NO  | YES |
| Unsignalized Stopped Crossroad | NO  | NO  | NO  | NO  |
| Unsignalized Through Road      | YES | YES | YES | NO  |

#### Design Parameters

|   |      |      |         |         |
|---|------|------|---------|---------|
| Design Speed                            | 40   | 40   |         |         |
| Turn Volume (vph)                       | 41   | 71   |         |         |
| Approach Volume (vph)                   | 299  | 549  |         |         |
| Turn Percentage                         | 14%  | 13%  | #DIV/0! | #DIV/0! |
| High or Low                             | HIGH | HIGH | #DIV/0! | #DIV/0! |
| Applicable Design Condition (A, B or C) | C    | C    | A       | A       |
| Cycle Length (sec)                      | 60   | 60   |         |         |
| Cycles/Hour                             | 60   | 60   | #DIV/0! | #DIV/0! |
| Average Number of Vehicles/Cycle        | 1    | 2    | #DIV/0! | #DIV/0! |
| Storage Length (ft)                     | 50   | 100  | #DIV/0! | #DIV/0! |

#### Design Method

|   |              |     |     |         |         |
|---|--------------|-----|-----|---------|---------|
| Condition A<br>(Storage Only)                             | Taper        | -   | -   | 50      | 50      |
|   | Storage      | -   | -   | #DIV/0! | #DIV/0! |
|   | Total        | -   | -   | #DIV/0! | #DIV/0! |
| Condition B<br>(High Speed Decel Only)                    | Taper        | -   | -   | -       | -       |
|   | Decel Length | -   | -   | -       | -       |
|   | Total        | -   | -   | -       | -       |
| Condition C<br>(Moderate Speed<br>Deceleration & Storage) | Taper        | 50  | 50  | -       | -       |
|   | Decel Length | 65  | 65  | -       | -       |
|   | Storage      | 50  | 100 | -       | -       |
|   | Total        | 165 | 215 | -       | -       |

|  |     |     |         |         |
|--|-----|-----|---------|---------|
| Required Storage and/or Decel Length (ft/lane) =           | 115 | 165 | #DIV/0! | #DIV/0! |
| Required Turn Lane Length, including 50' taper (ft/lane) = | 165 | 215 | #DIV/0! | #DIV/0! |

Note: EB - Eastbound, WB - Westbound, NB - Northbound, SB - Southbound

Source: January 2006 ODOT L&D Manual-Volume I: 401 - 9E, 401 -10E





**Lake Street Apartments**  
**Soil Erosion & Stormwater Calculations**  
**Delaware, Ohio**

April 2023 | Revision 1

Prepared By: Salas O'Brien

Author Name: Mary E. Sherrets, P.E. ([mary.sherrets@salasobrien.com](mailto:mary.sherrets@salasobrien.com))

Developer: T&R Properties LLC

Contact: Ron Sabatino ([rsabatino@trprop.com](mailto:rsabatino@trprop.com))



**SALAS O'BRIEN**  
| expect a difference |





# Table of Contents

|   |   |
|---|---|
| 1. Introduction.....                            | 1 |
| 2. Predeveloped Conditions- .....               | 1 |
| 3. Postdeveloped Conditions.....                | 1 |
| 4. Stormwater Design Methodology.....           | 2 |
| 5. Water Quality Basin Performance .....        | 2 |
| 6. Water Quality Treatment.....                 | 3 |
| 7. Erosion Prevention and Sediment Control..... | 4 |
| 8. Conclusions .....                            | 5 |

## Appendices.

Appendix A: Postdeveloped Triburay Area Map and Soil Map

Appendix B: Basin Hydrographs

Appendix C: Water Quality Calculations





## Introduction

The proposed Lake Street Apartment Complex is located on the east side of US-42 (Lake Street), immediately east of the intersection of US-42 and horseshoe road. The site lies on approximately 61.635 acres of campground.

The proposed development will create 593 units clustered to one and four family dwellings and approximately 38.6 acres of passive open space. The adjacent stream (Sugar Run) will remain intact. To mitigate the increase in peak flows in the adjacent stream and to provide erosion protection of downstream conveyances, six stormwater quality basins will be constructed on the property. The basins will exclusively perform water quality treatment in conformance with the Ohio EPA's regulations on quality volume and drawdown time.

This report details the allowable and proposed sediment control volumes and water quality treatment provided for the proposed improvements.

## 2. Predeveloped Conditions

The existing site is characterized by rolling terrain with slopes ranging from 1% to areas in excess of 36% adjacent to the existing stream. The existing surface cover is woodland soil types consisting of Bennington silt loam, Glynwood silt loam, Glynwood clay loam, Heverlo silt loam, Lybrand silt loam, Pewamo silty clay loam, Rossburg silt loam and Sloan silty clay loam. Several unconnected areas of wetlands have been identified on the site. The soil map is shown in Appendix A). The site lies in Flood Hazard Zone X (outside the 100-year floodplain) and Flood Hazard Zone A (special flood zone hazard area) as identified on FEMA Flood Insurance Rate Map 39041C0116L effective February 16th, 2016. The proposed improvements within the site will not be constructed in the Special Flood Hazard Area. In order to limit the effects of increasing the peak flows of the adjacent stream during critical storm events, it has been determined discharge of the site stormwater should occurring earlier in the storm event when upstream flows have not yet achieved their peak. Therefore, any ponds on site will be exclusively used for the purpose of stormwater quality.

The site outlets to an existing 120" culvert under US Rt. 42. This culvert was recently replaced because of failure of the roadway which acted as a dam. The culvert then releases flows to the Olentangy River, just a short distance downstream. The offsite/upstream tributary area to the existing culvert is 5.83 square miles or 3,731 acres per StreamStats.

## 3. Postdeveloped Conditions

Multi-family apartments and townhome will be developed on the Lake Street site consisting of 593 units. A weighted CN was chosen for each of the tributary areas. Soil group C was selected due the average amount of cut and fill required to grade the site being greater than 6 inches. Due to the proposed layout of the development, six separate water quality basins will be installed to perform the required water detention needed to attenuate runoff to the stream from each of the subareas. Subarea A will ultimately require the construction of three retention basins as detailed in the Lake Street Master Stormwater Management Report. The three basins being installed in Sub-area A have been identified as Basin D, Basin E, and Basin F. Subarea B will ultimately require the construction of three retention basins as detailed in the Lake Street Master Stormwater Management Report. The three basins being installed in Sub-area A have been identified as Basin A, Basin B, and Basin C. The phasing of Subareas A and B have not been determined yet.



Due to the offset of peak flows between onsite and offsite tributary areas, no downstream improvements will be required as a result of this project.

The postdeveloped tributary properties of each basin are provided in Table 1 below.

**Table 1: Water Quality Basin Tributary Properties**

| <b>Basin</b>   | <b>Onsite<br/>Tributary<br/>Area<br/>(ac)</b> | <b>Weighted<br/>CN</b> | <b>Time of<br/>Concentration<br/>(min)</b> |
|----------------|---|------------------------|--|
| <b>Basin A</b> | 4.07  | 79                     | 20   |
| <b>Basin B</b> | 7.56  | 92                     | 30   |
| <b>Basin C</b> | 7.36  | 93                     | 30   |
| <b>Basin D</b> | 3.04  | 90                     | 20   |
| <b>Basin E</b> | 3.00  | 88                     | 20   |
| <b>Basin F</b> | 4.06  | 90                     | 20   |

The Postdeveloped Tributary Area Map are included in Appendix A.

#### 4. Stormwater Design Methodology

The proposed water quality basin design is based on the following parameters:

- The basin should contain runoff from very frequent storm events and provide a slow release, reduce erosion of the downstream conveyance, and contribute to better quality of the receiving stream or body of water. In addition, the basin should provide additional volume for storage of sediment that falls out of suspension during this drawdown period. The volumes for water quality treatment and sediment storage are determined Ohio Environmental Protection Agency (OEPA). These requirements and associated calculations are presented in sections 5 & 6.

#### 5. Water Quality Basin Performance

The proposed basins have been designed such that the total discharge from the site meets or exceeds the performance criteria listed in Section 4. Outlet structures have been designed to restrict drawdown times to a minimum of 24 hours. This is achieved through the use of a perforated standpipe; small holes in the standpipe restrict lower flows. Refer to the approved construction drawings for more detail on this outlet structure. Finally, overflow weirs have been provided to allow discharge from the pond to be conveyed downstream without impact to the surrounding buildings, in the event the outlet structure becomes blocked.

The basin performance is summarized in Table 2 below. Basin Hydrographs are included in Appendix B.



**Table 2: Water Quality Volume and Drawdown Time**

| <b>Basin</b>   | <b>Water Quality Volume Required (cf)</b> | <b>Drawdown Time (hrs)</b> |
|----------------|---|----------------------------|
| <b>Basin A</b> | 3,708                                     | 24                         |
| <b>Basin B</b> | 11,291                                    | 34                         |
| <b>Basin C</b> | 11,023                                    | 29                         |
| <b>Basin D</b> | 4,339                                     | 36                         |
| <b>Basin E</b> | 4,116                                     | 42                         |
| <b>Basin F</b> | 5,848                                     | 37                         |

## 6. Water Quality Treatment

The Ohio Environmental Protection Agency (OEPA) imposes requirements for water quality treatment of stormwater runoff from developed sites. By restricting the runoff from very frequent storm events and providing a slow release, erosion of the downstream conveyance is reduced, contributing to better quality of the receiving stream or body of water. The regulations for water quality treatment, outlined in OEPA's "General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System" (Permit OHC000005), require both a treatment volume and drawdown time be provided. WQv, as follows:

$$WQv = (Rv * P * A)/12, \text{ where}$$

$$Rv = 0.05 + 0.9*i$$

i = Ratio of Impervious to Total Area

P = Rainfall Depth = 0.90"

A = Contributing Area (in Acres)

Runoff from a 0.90" rain event must be detained and released at such a rate that the treatment volume calculated above cannot be released sooner than 24 hours for a wet/retention facility. In addition, no more than half of the volume may be released in one third (or 8 hours) of the time. This is known as the drawdown time.

The required water quality volume and outlet feature design for each of the basins is based on the Water Quality Volume BMP Compliance Worksheet v.3.2 2020-07-07 as published by OEPA. Results are summarized in Table 3. For each basin, the contributing tributary area to the pond has been used in the calculations.

**Table 3: Water Quality Summary**

| <b>Basin</b>   | <b>Tributary Area<br/>(ac)</b> | <b>Water Quality Volume Required<br/>(cu ft)</b> | <b>Water Quality Elevation<br/>(ft)</b> |
|----------------|--------------------------------|--|---|
| <b>Basin A</b> | 4.07                           | 3,708  | 889.10                                  |
| <b>Basin B</b> | 7.56                           | 11,291   | 895.42                                  |
| <b>Basin C</b> | 7.36                           | 11,023   | 899.30                                  |
| <b>Basin D</b> | 3.04                           | 4,339  | 891.95                                  |
| <b>Basin E</b> | 3.00                           | 4,116  | 896.08                                  |
| <b>Basin F</b> | 4.06                           | 5,848  | 903.25                                  |

Detailed water quality calculations are contained in Appendix C.

## 7. Flows to Existing 120" Culvert

Using the attenuated flows from the onsite watershed and including the offsite/upstream flows yields the following predeveloped and postdeveloped peak flows to the existing culvert.

**Table 4: Flows to Existing Culvert**

| <b>Basin</b>    | <b>Predeveloped Peak Flows to Culvert<br/>(cfs)</b> | <b>Postdeveloped Peak Flows to Culvert<br/>(cfs)</b> |
|-----------------|---|--|
| <b>1-Year</b>   | 207.5   | 208.0  |
| <b>2-Year</b>   | 342.9   | 343.6  |
| <b>5-Year</b>   | 532.5   | 533.3  |
| <b>10-Year</b>  | 694.3   | 695.4  |
| <b>25-Year</b>  | 960.6   | 962.0  |
| <b>50-Year</b>  | 1207.6  | 1208.5   |
| <b>100-Year</b> | 1477.0  | 1478.6   |

It can be seen that the development will have marginal impact on the flows to the culvert and the downstream conveyances. Calculations are provided in the appendices.

## 8. Erosion Prevention and Sediment Control

The project is subject to the requirements of General Permit OHCO000005 for construction stormwater controls. During construction, placement of erosion control devices shall be installed prior to the start of construction.

These devices consist of but are not limited to the following, silt fencing, straw waddles, and catch basin inlet protection. These inspected and maintained according to the requirements outlined in Storm Water Pollution Prevention Plan (SWPPP) throughout the entirety of construction.

## 9. Conclusions

The Lake Street Apartments will create new homes for many families while maintaining much of the existing character of the property. The site layout has been planned to minimize disturbance to the existing stream, preserve the existing tree lines and minimize impact to the existing wetlands. The ecology of the existing stream has been taken into account in determining the locations of the retention basins and in their design. The proposed basins provide the required stormwater quality control to maintain the quality of downstream conveyances.

Erosion will be further minimized through the preservation of existing slopes within the stream corridor and through sediment control measures which will be in place during construction and through site stabilization. Through these measures, the proposed design contributes to an environmentally sound development.

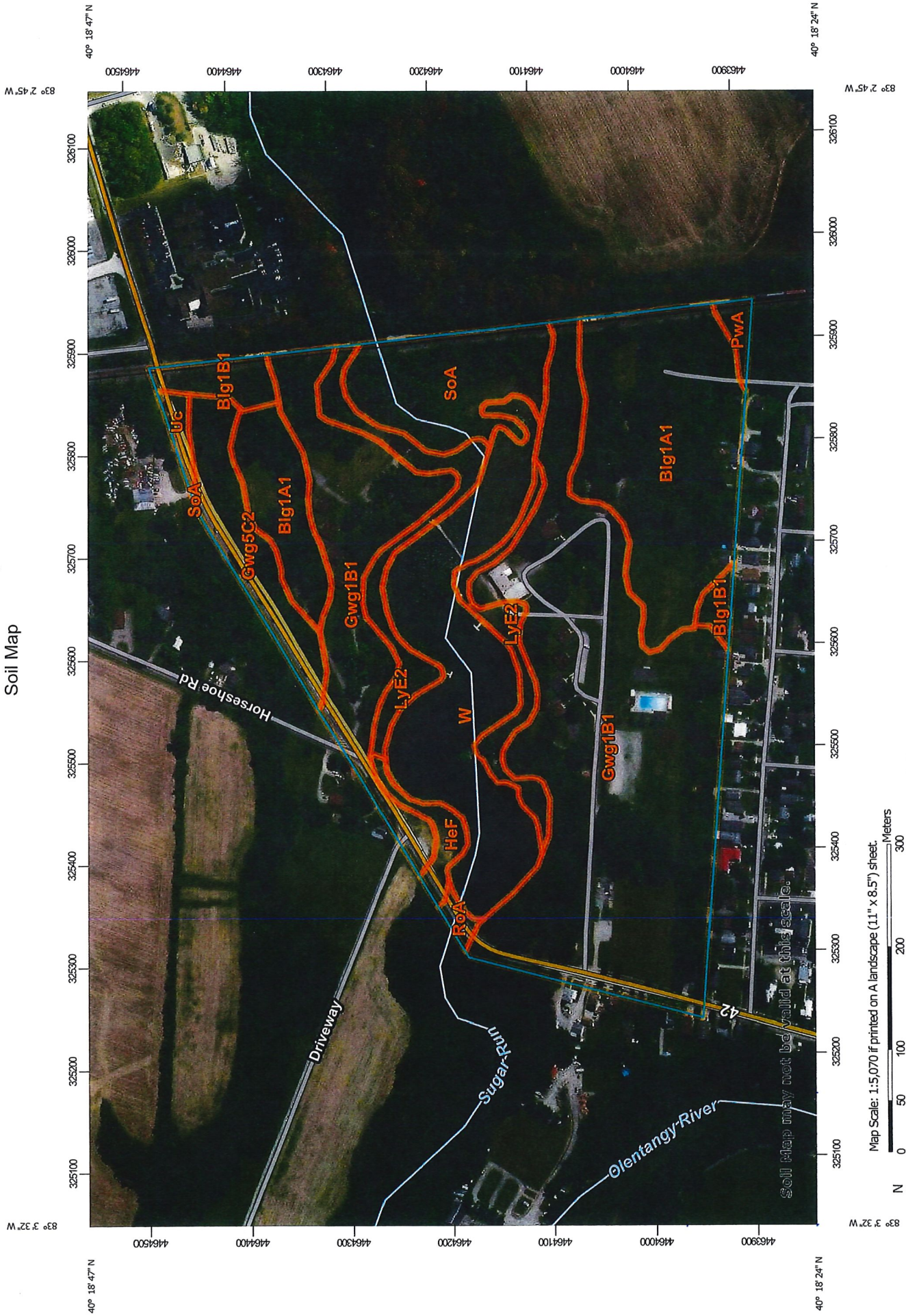
## Appendix A: Postdeveloped Tributary Area Map and Soil Map



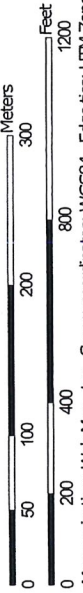




# Custom Soil Resource Report Soil Map



Map Scale: 1:5,070 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

Soil Map may not be valid at this scale.



## MAP LEGEND

- Area of Interest (AOI)**
  - Area of Interest (AOI)
- Soils**
  - Soil Map Unit Polygons
  - Soil Map Unit Lines
  - Soil Map Unit Points
- Special Point Features**
  - Blowout
  - Borrow Pit
  - Clay Spot
  - Closed Depression
  - Gravel Pit
  - Gravelly Spot
  - Landfill
  - Lava Flow
  - Marsh or swamp
  - Mine or Quarry
  - Miscellaneous Water
  - Perennial Water
  - Rock Outcrop
  - Saline Spot
  - Sandy Spot
  - Severely Eroded Spot
  - Sinkhole
  - Slide or Slip
  - Sodic Spot
- Water Features**
  - Streams and Canals
- Transportation**
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background**
  - Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Delaware County, Ohio  
 Survey Area Data: Version 21, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 12, 2009—Oct 2, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name   | Acres in AOI | Percent of AOI |
|------------------------------------|---|--------------|----------------|
| Blg1A1                             | Blount silt loam, ground moraine, 0 to 2 percent slopes                             | 13.0         | 19.1%          |
| Blg1B1                             | Blount silt loam, ground moraine, 2 to 4 percent slopes                             | 1.5          | 2.2%           |
| Gwg1B1                             | Glynwood silt loam, ground moraine, 2 to 6 percent slopes                           | 29.5         | 43.5%          |
| Gwg5C2                             | Glynwood clay loam, ground moraine, 6 to 12 percent slopes, eroded                  | 3.2          | 4.6%           |
| HeF                                | Heverlo silt loam, 25 to 70 percent slopes  | 0.9          | 1.3%           |
| LyE2                               | Lybrand silt loam, 18 to 25 percent slopes, eroded                                  | 4.4          | 6.6%           |
| PwA                                | Pewamo silty clay loam, 0 to 1 percent slopes                                       | 0.4          | 0.6%           |
| RoA                                | Rosburg silt loam, 0 to 2 percent slopes, occasionally flooded                      | 0.3          | 0.4%           |
| SoA                                | Sloan silty clay loam, till substratum, 0 to 2 percent slopes, occasionally flooded | 4.6          | 6.8%           |
| Uc                                 | Udorthents  | 0.4          | 0.6%           |
| W                                  | Water   | 9.7          | 14.3%          |
| <b>Totals for Area of Interest</b> |   | <b>67.9</b>  | <b>100.0%</b>  |



## Appendix B: Basin Hydrographs

# Lake Street Apartments Prelim WQ

Prepared by Varo Engineers AKA Salas O'Brien

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

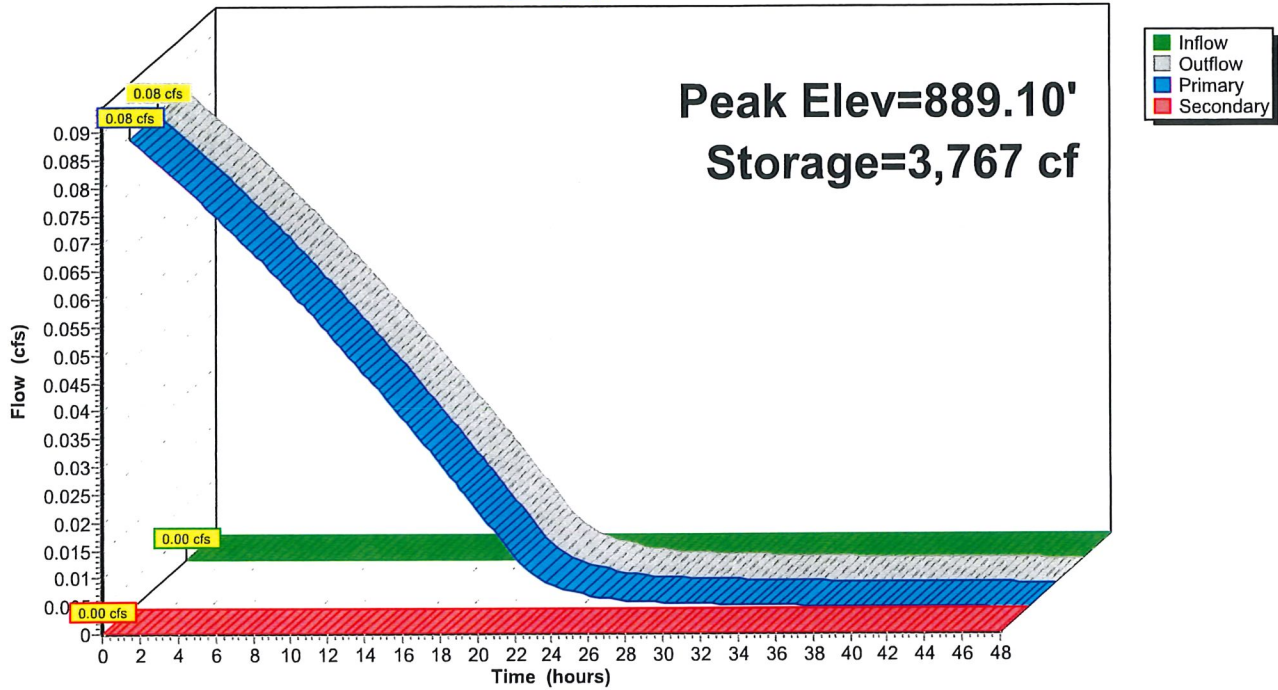
Type II 24-hr WQ Rainfall=0.90"

Printed 2/28/2023

Page 1

## Pond BasinA:

Hydrograph



**Lake Street Apartments Prelim WQ**

Type II 24-hr WQ Rainfall=0.90"

Prepared by Varo Engineers AKA Salas O'Brien

Printed 2/28/2023

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

Page 2

**Hydrograph for Pond BasinA:**

| Time<br>(hours) | Inflow<br>(cfs) | Storage<br>(cubic-feet) | Elevation<br>(feet) | Outflow<br>(cfs) | Primary<br>(cfs) | Secondary<br>(cfs) |
|-----------------|-----------------|-------------------------|---------------------|------------------|------------------|--------------------|
| 0.00            | <b>0.00</b>     | <b>3,767</b>            | <b>889.10</b>       | <b>0.08</b>      | <b>0.08</b>      | <b>0.00</b>        |
| 1.00            | 0.00            | 3,469                   | 888.96              | 0.08             | 0.08             | 0.00               |
| 2.00            | 0.00            | 3,181                   | 888.82              | 0.08             | 0.08             | 0.00               |
| 3.00            | 0.00            | 2,904                   | 888.69              | 0.08             | 0.08             | 0.00               |
| 4.00            | 0.00            | 2,639                   | 888.55              | 0.07             | 0.07             | 0.00               |
| 5.00            | 0.00            | 2,385                   | 888.42              | 0.07             | 0.07             | 0.00               |
| 6.00            | 0.00            | 2,142                   | 888.30              | 0.07             | 0.07             | 0.00               |
| 7.00            | 0.00            | 1,912                   | 888.17              | 0.06             | 0.06             | 0.00               |
| 8.00            | 0.00            | 1,694                   | 888.05              | 0.06             | 0.06             | 0.00               |
| 9.00            | 0.00            | 1,489                   | 887.94              | 0.06             | 0.06             | 0.00               |
| 10.00           | 0.00            | 1,297                   | 887.82              | 0.05             | 0.05             | 0.00               |
| 11.00           | 0.00            | 1,118                   | 887.72              | 0.05             | 0.05             | 0.00               |
| 12.00           | 0.00            | 952                     | 887.62              | 0.04             | 0.04             | 0.00               |
| 13.00           | 0.00            | 800                     | 887.53              | 0.04             | 0.04             | 0.00               |
| 14.00           | 0.00            | 663                     | 887.44              | 0.04             | 0.04             | 0.00               |
| 15.00           | 0.00            | 539                     | 887.36              | 0.03             | 0.03             | 0.00               |
| 16.00           | 0.00            | 430                     | 887.29              | 0.03             | 0.03             | 0.00               |
| 17.00           | 0.00            | 336                     | 887.23              | 0.02             | 0.02             | 0.00               |
| 18.00           | 0.00            | 257                     | 887.18              | 0.02             | 0.02             | 0.00               |
| 19.00           | 0.00            | 193                     | 887.13              | 0.02             | 0.02             | 0.00               |
| 20.00           | 0.00            | 145                     | 887.10              | 0.01             | 0.01             | 0.00               |
| 21.00           | 0.00            | 111                     | 887.08              | 0.01             | 0.01             | 0.00               |
| 22.00           | 0.00            | 89                      | 887.06              | 0.01             | 0.01             | 0.00               |
| 23.00           | 0.00            | 73                      | 887.05              | 0.00             | 0.00             | 0.00               |
| 24.00           | 0.00            | 61                      | 887.04              | 0.00             | 0.00             | 0.00               |
| 25.00           | 0.00            | 53                      | 887.04              | 0.00             | 0.00             | 0.00               |
| 26.00           | 0.00            | 46                      | 887.03              | 0.00             | 0.00             | 0.00               |
| 27.00           | 0.00            | 41                      | 887.03              | 0.00             | 0.00             | 0.00               |
| 28.00           | 0.00            | 37                      | 887.03              | 0.00             | 0.00             | 0.00               |
| 29.00           | 0.00            | 33                      | 887.02              | 0.00             | 0.00             | 0.00               |
| 30.00           | 0.00            | 29                      | 887.02              | 0.00             | 0.00             | 0.00               |
| 31.00           | 0.00            | 26                      | 887.02              | 0.00             | 0.00             | 0.00               |
| 32.00           | 0.00            | 24                      | 887.02              | 0.00             | 0.00             | 0.00               |
| 33.00           | 0.00            | 21                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 34.00           | 0.00            | 19                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 35.00           | 0.00            | 17                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 36.00           | 0.00            | 15                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 37.00           | 0.00            | 13                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 38.00           | 0.00            | 12                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 39.00           | 0.00            | 11                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 40.00           | 0.00            | 10                      | 887.01              | 0.00             | 0.00             | 0.00               |
| 41.00           | 0.00            | 9                       | 887.01              | 0.00             | 0.00             | 0.00               |
| 42.00           | 0.00            | 8                       | 887.01              | 0.00             | 0.00             | 0.00               |
| 43.00           | 0.00            | 7                       | 887.00              | 0.00             | 0.00             | 0.00               |
| 44.00           | 0.00            | 6                       | 887.00              | 0.00             | 0.00             | 0.00               |
| 45.00           | 0.00            | 6                       | 887.00              | 0.00             | 0.00             | 0.00               |
| 46.00           | 0.00            | 5                       | 887.00              | 0.00             | 0.00             | 0.00               |
| 47.00           | 0.00            | 4                       | 887.00              | 0.00             | 0.00             | 0.00               |
| 48.00           | 0.00            | 4                       | 887.00              | 0.00             | 0.00             | 0.00               |

# Lake Street Apartments Prelim WQ

Prepared by Varo Engineers AKA Salas O'Brien

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

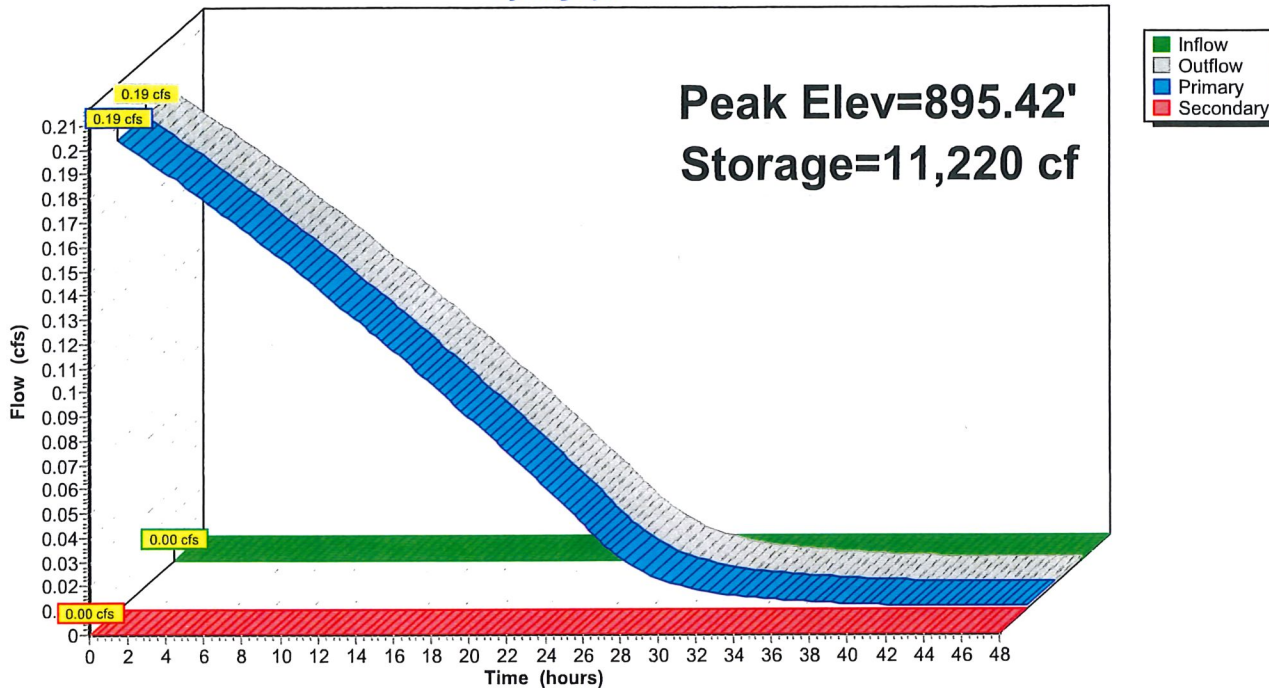
Type II 24-hr WQ Rainfall=0.90"

Printed 2/28/2023

Page 3

## Pond BasinB:

Hydrograph



**Lake Street Apartments Prelim WQ**

Type II 24-hr WQ Rainfall=0.90"

Prepared by Varo Engineers AKA Salas O'Brien

Printed 2/28/2023

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

Page 4

**Hydrograph for Pond BasinB:**

| Time<br>(hours) | Inflow<br>(cfs) | Storage<br>(cubic-feet) | Elevation<br>(feet) | Outflow<br>(cfs) | Primary<br>(cfs) | Secondary<br>(cfs) |
|-----------------|-----------------|-------------------------|---------------------|------------------|------------------|--------------------|
| 0.00            | 0.00            | 11,220                  | 895.42              | 0.19             | 0.19             | 0.00               |
| 1.00            | 0.00            | 10,532                  | 895.29              | 0.19             | 0.19             | 0.00               |
| 2.00            | 0.00            | 9,863                   | 895.17              | 0.18             | 0.18             | 0.00               |
| 3.00            | 0.00            | 9,213                   | 895.05              | 0.18             | 0.18             | 0.00               |
| 4.00            | 0.00            | 8,584                   | 894.92              | 0.17             | 0.17             | 0.00               |
| 5.00            | 0.00            | 7,975                   | 894.80              | 0.17             | 0.17             | 0.00               |
| 6.00            | 0.00            | 7,386                   | 894.69              | 0.16             | 0.16             | 0.00               |
| 7.00            | 0.00            | 6,819                   | 894.57              | 0.15             | 0.15             | 0.00               |
| 8.00            | 0.00            | 6,273                   | 894.46              | 0.15             | 0.15             | 0.00               |
| 9.00            | 0.00            | 5,749                   | 894.35              | 0.14             | 0.14             | 0.00               |
| 10.00           | 0.00            | 5,247                   | 894.24              | 0.14             | 0.14             | 0.00               |
| 11.00           | 0.00            | 4,768                   | 894.14              | 0.13             | 0.13             | 0.00               |
| 12.00           | 0.00            | 4,312                   | 894.04              | 0.12             | 0.12             | 0.00               |
| 13.00           | 0.00            | 3,878                   | 893.94              | 0.12             | 0.12             | 0.00               |
| 14.00           | 0.00            | 3,469                   | 893.85              | 0.11             | 0.11             | 0.00               |
| 15.00           | 0.00            | 3,083                   | 893.76              | 0.10             | 0.10             | 0.00               |
| 16.00           | 0.00            | 2,721                   | 893.67              | 0.10             | 0.10             | 0.00               |
| 17.00           | 0.00            | 2,384                   | 893.59              | 0.09             | 0.09             | 0.00               |
| 18.00           | 0.00            | 2,072                   | 893.52              | 0.08             | 0.08             | 0.00               |
| 19.00           | 0.00            | 1,785                   | 893.45              | 0.08             | 0.08             | 0.00               |
| 20.00           | 0.00            | 1,524                   | 893.39              | 0.07             | 0.07             | 0.00               |
| 21.00           | 0.00            | 1,288                   | 893.33              | 0.06             | 0.06             | 0.00               |
| 22.00           | 0.00            | 1,078                   | 893.28              | 0.05             | 0.05             | 0.00               |
| 23.00           | 0.00            | 895                     | 893.23              | 0.05             | 0.05             | 0.00               |
| 24.00           | 0.00            | 738                     | 893.19              | 0.04             | 0.04             | 0.00               |
| 25.00           | 0.00            | 607                     | 893.16              | 0.03             | 0.03             | 0.00               |
| 26.00           | 0.00            | 505                     | 893.13              | 0.02             | 0.02             | 0.00               |
| 27.00           | 0.00            | 426                     | 893.11              | 0.02             | 0.02             | 0.00               |
| 28.00           | 0.00            | 366                     | 893.10              | 0.01             | 0.01             | 0.00               |
| 29.00           | 0.00            | 319                     | 893.08              | 0.01             | 0.01             | 0.00               |
| 30.00           | 0.00            | 281                     | 893.07              | 0.01             | 0.01             | 0.00               |
| 31.00           | 0.00            | 251                     | 893.07              | 0.01             | 0.01             | 0.00               |
| 32.00           | 0.00            | 227                     | 893.06              | 0.01             | 0.01             | 0.00               |
| 33.00           | 0.00            | 206                     | 893.05              | 0.01             | 0.01             | 0.00               |
| 34.00           | 0.00            | 188                     | 893.05              | 0.00             | 0.00             | 0.00               |
| 35.00           | 0.00            | 173                     | 893.05              | 0.00             | 0.00             | 0.00               |
| 36.00           | 0.00            | 159                     | 893.04              | 0.00             | 0.00             | 0.00               |
| 37.00           | 0.00            | 148                     | 893.04              | 0.00             | 0.00             | 0.00               |
| 38.00           | 0.00            | 138                     | 893.04              | 0.00             | 0.00             | 0.00               |
| 39.00           | 0.00            | 129                     | 893.03              | 0.00             | 0.00             | 0.00               |
| 40.00           | 0.00            | 122                     | 893.03              | 0.00             | 0.00             | 0.00               |
| 41.00           | 0.00            | 115                     | 893.03              | 0.00             | 0.00             | 0.00               |
| 42.00           | 0.00            | 109                     | 893.03              | 0.00             | 0.00             | 0.00               |
| 43.00           | 0.00            | 104                     | 893.03              | 0.00             | 0.00             | 0.00               |
| 44.00           | 0.00            | 98                      | 893.03              | 0.00             | 0.00             | 0.00               |
| 45.00           | 0.00            | 93                      | 893.02              | 0.00             | 0.00             | 0.00               |
| 46.00           | 0.00            | 89                      | 893.02              | 0.00             | 0.00             | 0.00               |
| 47.00           | 0.00            | 84                      | 893.02              | 0.00             | 0.00             | 0.00               |
| 48.00           | 0.00            | 80                      | 893.02              | 0.00             | 0.00             | 0.00               |



# Lake Street Apartments Prelim WQ

Prepared by Varo Engineers AKA Salas O'Brien

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

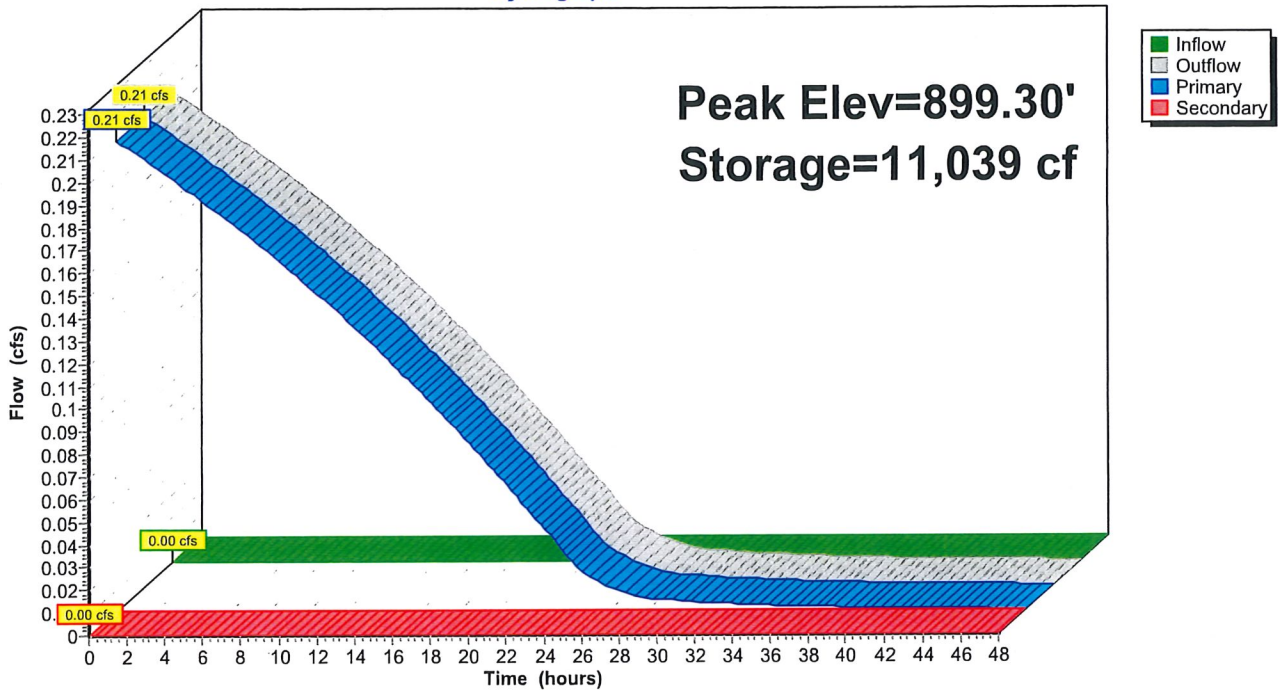
Type II 24-hr WQ Rainfall=0.90"

Printed 2/28/2023

Page 5

## Pond BasinC:

Hydrograph



**Lake Street Apartments Prelim WQ**

Type II 24-hr WQ Rainfall=0.90"

Prepared by Varo Engineers AKA Salas O'Brien

Printed 2/28/2023

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

Page 6

**Hydrograph for Pond BasinC:**

| Time (hours) | Inflow (cfs) | Storage (cubic-feet) | Elevation (feet) | Outflow (cfs) | Primary (cfs) | Secondary (cfs) |
|--------------|--------------|----------------------|------------------|---------------|---------------|-----------------|
| 0.00         | 0.00         | 11,039               | 899.30           | 0.21          | 0.21          | 0.00            |
| 1.00         | 0.00         | 10,301               | 899.13           | 0.20          | 0.20          | 0.00            |
| 2.00         | 0.00         | 9,584                | 898.96           | 0.20          | 0.20          | 0.00            |
| 3.00         | 0.00         | 8,888                | 898.79           | 0.19          | 0.19          | 0.00            |
| 4.00         | 0.00         | 8,214                | 898.62           | 0.18          | 0.18          | 0.00            |
| 5.00         | 0.00         | 7,561                | 898.45           | 0.18          | 0.18          | 0.00            |
| 6.00         | 0.00         | 6,931                | 898.29           | 0.17          | 0.17          | 0.00            |
| 7.00         | 0.00         | 6,324                | 898.12           | 0.17          | 0.17          | 0.00            |
| 8.00         | 0.00         | 5,741                | 897.96           | 0.16          | 0.16          | 0.00            |
| 9.00         | 0.00         | 5,183                | 897.80           | 0.15          | 0.15          | 0.00            |
| 10.00        | 0.00         | 4,650                | 897.64           | 0.14          | 0.14          | 0.00            |
| 11.00        | 0.00         | 4,143                | 897.49           | 0.14          | 0.14          | 0.00            |
| 12.00        | 0.00         | 3,664                | 897.34           | 0.13          | 0.13          | 0.00            |
| 13.00        | 0.00         | 3,211                | 897.19           | 0.12          | 0.12          | 0.00            |
| 14.00        | 0.00         | 2,788                | 897.05           | 0.11          | 0.11          | 0.00            |
| 15.00        | 0.00         | 2,393                | 896.92           | 0.11          | 0.11          | 0.00            |
| 16.00        | 0.00         | 2,029                | 896.79           | 0.10          | 0.10          | 0.00            |
| 17.00        | 0.00         | 1,696                | 896.67           | 0.09          | 0.09          | 0.00            |
| 18.00        | 0.00         | 1,394                | 896.56           | 0.08          | 0.08          | 0.00            |
| 19.00        | 0.00         | 1,125                | 896.45           | 0.07          | 0.07          | 0.00            |
| 20.00        | 0.00         | 890                  | 896.36           | 0.06          | 0.06          | 0.00            |
| 21.00        | 0.00         | 688                  | 896.28           | 0.05          | 0.05          | 0.00            |
| 22.00        | 0.00         | 521                  | 896.22           | 0.04          | 0.04          | 0.00            |
| 23.00        | 0.00         | 389                  | 896.16           | 0.03          | 0.03          | 0.00            |
| 24.00        | 0.00         | 295                  | 896.12           | 0.02          | 0.02          | 0.00            |
| 25.00        | 0.00         | 230                  | 896.10           | 0.01          | 0.01          | 0.00            |
| 26.00        | 0.00         | 184                  | 896.08           | 0.01          | 0.01          | 0.00            |
| 27.00        | 0.00         | 153                  | 896.06           | 0.01          | 0.01          | 0.00            |
| 28.00        | 0.00         | 130                  | 896.06           | 0.01          | 0.01          | 0.00            |
| 29.00        | 0.00         | 113                  | 896.05           | 0.00          | 0.00          | 0.00            |
| 30.00        | 0.00         | 97                   | 896.04           | 0.00          | 0.00          | 0.00            |
| 31.00        | 0.00         | 84                   | 896.04           | 0.00          | 0.00          | 0.00            |
| 32.00        | 0.00         | 73                   | 896.03           | 0.00          | 0.00          | 0.00            |
| 33.00        | 0.00         | 63                   | 896.03           | 0.00          | 0.00          | 0.00            |
| 34.00        | 0.00         | 54                   | 896.02           | 0.00          | 0.00          | 0.00            |
| 35.00        | 0.00         | 47                   | 896.02           | 0.00          | 0.00          | 0.00            |
| 36.00        | 0.00         | 41                   | 896.02           | 0.00          | 0.00          | 0.00            |
| 37.00        | 0.00         | 35                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 38.00        | 0.00         | 30                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 39.00        | 0.00         | 26                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 40.00        | 0.00         | 23                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 41.00        | 0.00         | 20                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 42.00        | 0.00         | 17                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 43.00        | 0.00         | 15                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 44.00        | 0.00         | 13                   | 896.01           | 0.00          | 0.00          | 0.00            |
| 45.00        | 0.00         | 11                   | 896.00           | 0.00          | 0.00          | 0.00            |
| 46.00        | 0.00         | 9                    | 896.00           | 0.00          | 0.00          | 0.00            |
| 47.00        | 0.00         | 8                    | 896.00           | 0.00          | 0.00          | 0.00            |
| 48.00        | 0.00         | 7                    | 896.00           | 0.00          | 0.00          | 0.00            |

# Lake Street Apartments Prelim WQ

Prepared by Varo Engineers AKA Salas O'Brien

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

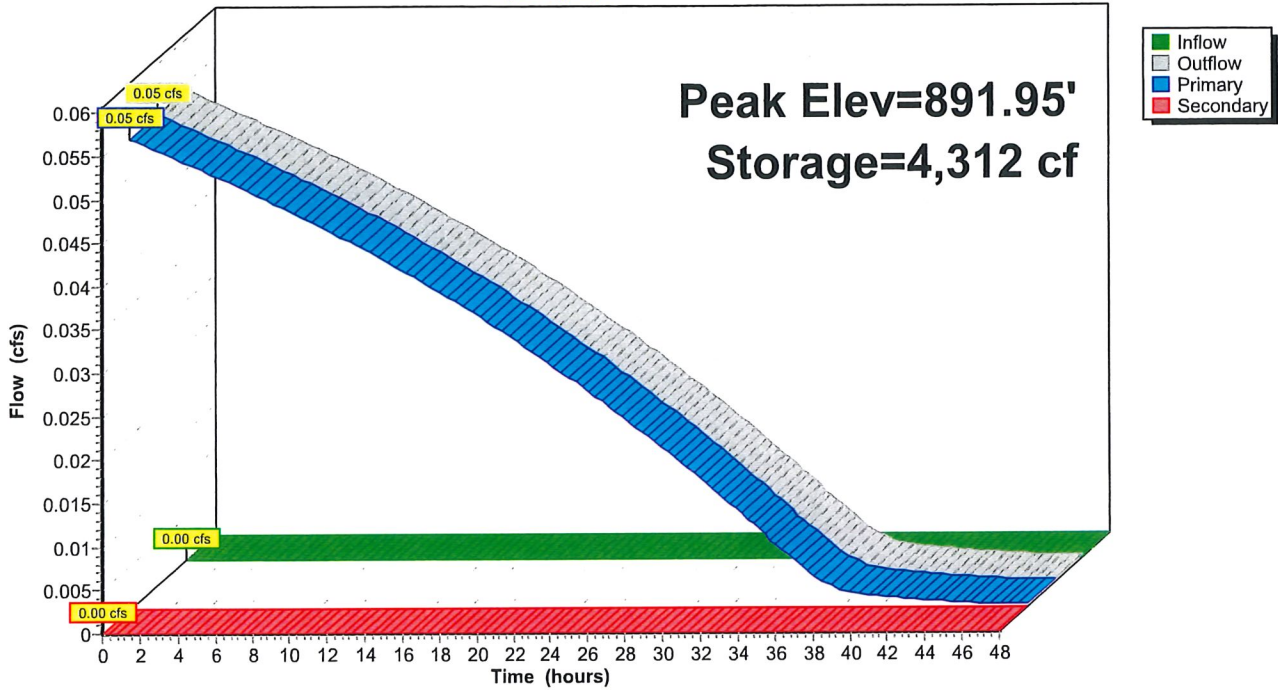
Type II 24-hr WQ Rainfall=0.90"

Printed 2/28/2023

Page 7

## Pond BasinD:

Hydrograph



**Lake Street Apartments Prelim WQ**

Type II 24-hr WQ Rainfall=0.90"

Prepared by Varo Engineers AKA Salas O'Brien

Printed 2/28/2023

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

Page 8

**Hydrograph for Pond BasinD:**

| Time (hours) | Inflow (cfs) | Storage (cubic-feet) | Elevation (feet) | Outflow (cfs) | Primary (cfs) | Secondary (cfs) |
|--------------|--------------|----------------------|------------------|---------------|---------------|-----------------|
| 0.00         | 0.00         | 4,312                | 891.95           | 0.05          | 0.05          | 0.00            |
| 1.00         | 0.00         | 4,118                | 891.85           | 0.05          | 0.05          | 0.00            |
| 2.00         | 0.00         | 3,928                | 891.76           | 0.05          | 0.05          | 0.00            |
| 3.00         | 0.00         | 3,741                | 891.66           | 0.05          | 0.05          | 0.00            |
| 4.00         | 0.00         | 3,558                | 891.57           | 0.05          | 0.05          | 0.00            |
| 5.00         | 0.00         | 3,378                | 891.47           | 0.05          | 0.05          | 0.00            |
| 6.00         | 0.00         | 3,202                | 891.38           | 0.05          | 0.05          | 0.00            |
| 7.00         | 0.00         | 3,029                | 891.28           | 0.05          | 0.05          | 0.00            |
| 8.00         | 0.00         | 2,860                | 891.18           | 0.05          | 0.05          | 0.00            |
| 9.00         | 0.00         | 2,695                | 891.09           | 0.05          | 0.05          | 0.00            |
| 10.00        | 0.00         | 2,533                | 890.99           | 0.04          | 0.04          | 0.00            |
| 11.00        | 0.00         | 2,376                | 890.89           | 0.04          | 0.04          | 0.00            |
| 12.00        | 0.00         | 2,222                | 890.80           | 0.04          | 0.04          | 0.00            |
| 13.00        | 0.00         | 2,073                | 890.70           | 0.04          | 0.04          | 0.00            |
| 14.00        | 0.00         | 1,928                | 890.61           | 0.04          | 0.04          | 0.00            |
| 15.00        | 0.00         | 1,787                | 890.51           | 0.04          | 0.04          | 0.00            |
| 16.00        | 0.00         | 1,651                | 890.42           | 0.04          | 0.04          | 0.00            |
| 17.00        | 0.00         | 1,519                | 890.32           | 0.04          | 0.04          | 0.00            |
| 18.00        | 0.00         | 1,392                | 890.23           | 0.03          | 0.03          | 0.00            |
| 19.00        | 0.00         | 1,270                | 890.14           | 0.03          | 0.03          | 0.00            |
| 20.00        | 0.00         | 1,153                | 890.05           | 0.03          | 0.03          | 0.00            |
| 21.00        | 0.00         | 1,041                | 889.96           | 0.03          | 0.03          | 0.00            |
| 22.00        | 0.00         | 934                  | 889.88           | 0.03          | 0.03          | 0.00            |
| 23.00        | 0.00         | 832                  | 889.79           | 0.03          | 0.03          | 0.00            |
| 24.00        | 0.00         | 736                  | 889.71           | 0.03          | 0.03          | 0.00            |
| 25.00        | 0.00         | 646                  | 889.63           | 0.02          | 0.02          | 0.00            |
| 26.00        | 0.00         | 561                  | 889.56           | 0.02          | 0.02          | 0.00            |
| 27.00        | 0.00         | 482                  | 889.48           | 0.02          | 0.02          | 0.00            |
| 28.00        | 0.00         | 410                  | 889.42           | 0.02          | 0.02          | 0.00            |
| 29.00        | 0.00         | 343                  | 889.35           | 0.02          | 0.02          | 0.00            |
| 30.00        | 0.00         | 283                  | 889.29           | 0.02          | 0.02          | 0.00            |
| 31.00        | 0.00         | 229                  | 889.24           | 0.01          | 0.01          | 0.00            |
| 32.00        | 0.00         | 182                  | 889.19           | 0.01          | 0.01          | 0.00            |
| 33.00        | 0.00         | 142                  | 889.15           | 0.01          | 0.01          | 0.00            |
| 34.00        | 0.00         | 108                  | 889.12           | 0.01          | 0.01          | 0.00            |
| 35.00        | 0.00         | 81                   | 889.09           | 0.01          | 0.01          | 0.00            |
| 36.00        | 0.00         | 61                   | 889.07           | 0.00          | 0.00          | 0.00            |
| 37.00        | 0.00         | 48                   | 889.05           | 0.00          | 0.00          | 0.00            |
| 38.00        | 0.00         | 39                   | 889.04           | 0.00          | 0.00          | 0.00            |
| 39.00        | 0.00         | 32                   | 889.04           | 0.00          | 0.00          | 0.00            |
| 40.00        | 0.00         | 27                   | 889.03           | 0.00          | 0.00          | 0.00            |
| 41.00        | 0.00         | 22                   | 889.02           | 0.00          | 0.00          | 0.00            |
| 42.00        | 0.00         | 18                   | 889.02           | 0.00          | 0.00          | 0.00            |
| 43.00        | 0.00         | 15                   | 889.02           | 0.00          | 0.00          | 0.00            |
| 44.00        | 0.00         | 13                   | 889.01           | 0.00          | 0.00          | 0.00            |
| 45.00        | 0.00         | 11                   | 889.01           | 0.00          | 0.00          | 0.00            |
| 46.00        | 0.00         | 9                    | 889.01           | 0.00          | 0.00          | 0.00            |
| 47.00        | 0.00         | 7                    | 889.01           | 0.00          | 0.00          | 0.00            |
| 48.00        | 0.00         | 6                    | 889.01           | 0.00          | 0.00          | 0.00            |

# Lake Street Apartments Prelim WQ

Prepared by Varo Engineers AKA Salas O'Brien

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

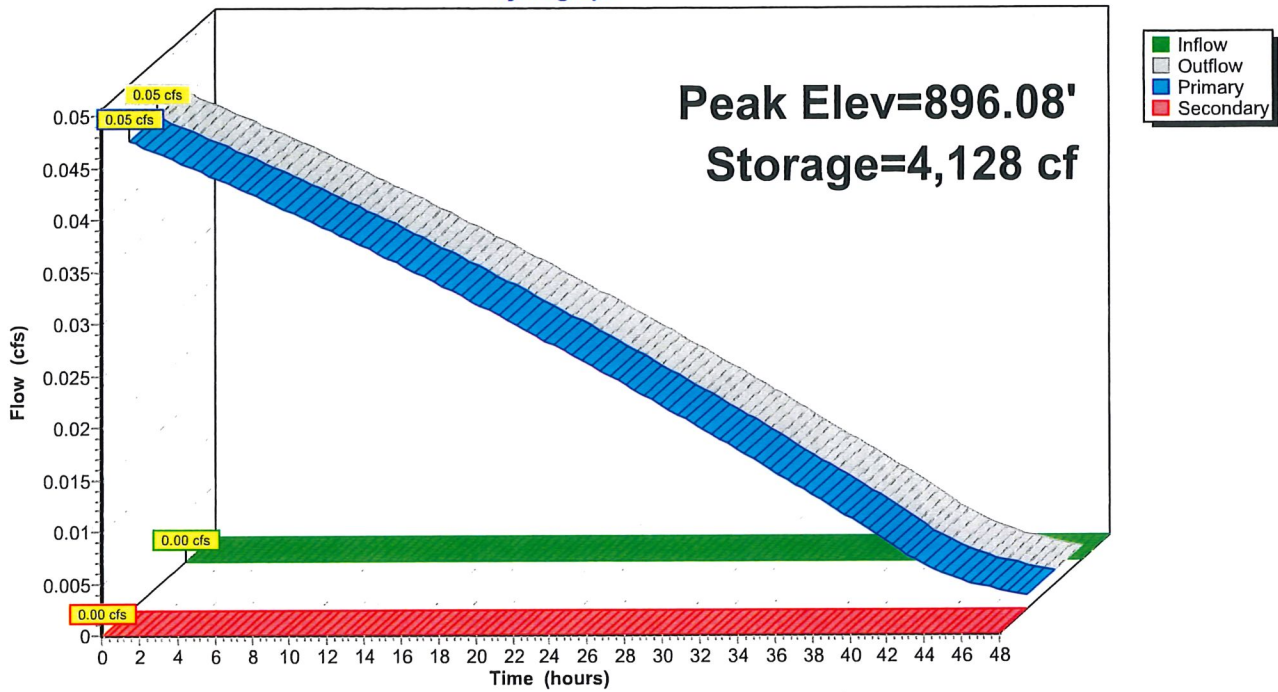
Type II 24-hr WQ Rainfall=0.90"

Printed 2/28/2023

Page 9

## Pond BasinE:

Hydrograph





**Lake Street Apartments Prelim WQ**

Type II 24-hr WQ Rainfall=0.90"

Prepared by Varo Engineers AKA Salas O'Brien

Printed 2/28/2023

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

Page 10

**Hydrograph for Pond BasinE:**

| Time (hours) | Inflow (cfs) | Storage (cubic-feet) | Elevation (feet) | Outflow (cfs) | Primary (cfs) | Secondary (cfs) |
|--------------|--------------|----------------------|------------------|---------------|---------------|-----------------|
| 0.00         | 0.00         | 4,128                | 896.08           | 0.05          | 0.05          | 0.00            |
| 1.00         | 0.00         | 3,966                | 896.01           | 0.04          | 0.04          | 0.00            |
| 2.00         | 0.00         | 3,807                | 895.95           | 0.04          | 0.04          | 0.00            |
| 3.00         | 0.00         | 3,651                | 895.88           | 0.04          | 0.04          | 0.00            |
| 4.00         | 0.00         | 3,497                | 895.81           | 0.04          | 0.04          | 0.00            |
| 5.00         | 0.00         | 3,347                | 895.75           | 0.04          | 0.04          | 0.00            |
| 6.00         | 0.00         | 3,199                | 895.68           | 0.04          | 0.04          | 0.00            |
| 7.00         | 0.00         | 3,054                | 895.62           | 0.04          | 0.04          | 0.00            |
| 8.00         | 0.00         | 2,912                | 895.55           | 0.04          | 0.04          | 0.00            |
| 9.00         | 0.00         | 2,773                | 895.49           | 0.04          | 0.04          | 0.00            |
| 10.00        | 0.00         | 2,638                | 895.42           | 0.04          | 0.04          | 0.00            |
| 11.00        | 0.00         | 2,505                | 895.36           | 0.04          | 0.04          | 0.00            |
| 12.00        | 0.00         | 2,375                | 895.30           | 0.04          | 0.04          | 0.00            |
| 13.00        | 0.00         | 2,249                | 895.24           | 0.03          | 0.03          | 0.00            |
| 14.00        | 0.00         | 2,125                | 895.18           | 0.03          | 0.03          | 0.00            |
| 15.00        | 0.00         | 2,005                | 895.12           | 0.03          | 0.03          | 0.00            |
| 16.00        | 0.00         | 1,888                | 895.06           | 0.03          | 0.03          | 0.00            |
| 17.00        | 0.00         | 1,775                | 895.00           | 0.03          | 0.03          | 0.00            |
| 18.00        | 0.00         | 1,665                | 894.95           | 0.03          | 0.03          | 0.00            |
| 19.00        | 0.00         | 1,558                | 894.89           | 0.03          | 0.03          | 0.00            |
| 20.00        | 0.00         | 1,454                | 894.84           | 0.03          | 0.03          | 0.00            |
| 21.00        | 0.00         | 1,354                | 894.78           | 0.03          | 0.03          | 0.00            |
| 22.00        | 0.00         | 1,258                | 894.73           | 0.03          | 0.03          | 0.00            |
| 23.00        | 0.00         | 1,165                | 894.68           | 0.03          | 0.03          | 0.00            |
| 24.00        | 0.00         | 1,075                | 894.63           | 0.02          | 0.02          | 0.00            |
| 25.00        | 0.00         | 990                  | 894.59           | 0.02          | 0.02          | 0.00            |
| 26.00        | 0.00         | 907                  | 894.54           | 0.02          | 0.02          | 0.00            |
| 27.00        | 0.00         | 829                  | 894.50           | 0.02          | 0.02          | 0.00            |
| 28.00        | 0.00         | 754                  | 894.45           | 0.02          | 0.02          | 0.00            |
| 29.00        | 0.00         | 683                  | 894.41           | 0.02          | 0.02          | 0.00            |
| 30.00        | 0.00         | 615                  | 894.37           | 0.02          | 0.02          | 0.00            |
| 31.00        | 0.00         | 552                  | 894.34           | 0.02          | 0.02          | 0.00            |
| 32.00        | 0.00         | 492                  | 894.30           | 0.02          | 0.02          | 0.00            |
| 33.00        | 0.00         | 436                  | 894.27           | 0.01          | 0.01          | 0.00            |
| 34.00        | 0.00         | 384                  | 894.24           | 0.01          | 0.01          | 0.00            |
| 35.00        | 0.00         | 336                  | 894.21           | 0.01          | 0.01          | 0.00            |
| 36.00        | 0.00         | 292                  | 894.18           | 0.01          | 0.01          | 0.00            |
| 37.00        | 0.00         | 252                  | 894.16           | 0.01          | 0.01          | 0.00            |
| 38.00        | 0.00         | 216                  | 894.13           | 0.01          | 0.01          | 0.00            |
| 39.00        | 0.00         | 184                  | 894.12           | 0.01          | 0.01          | 0.00            |
| 40.00        | 0.00         | 156                  | 894.10           | 0.01          | 0.01          | 0.00            |
| 41.00        | 0.00         | 132                  | 894.08           | 0.01          | 0.01          | 0.00            |
| 42.00        | 0.00         | 113                  | 894.07           | 0.00          | 0.00          | 0.00            |
| 43.00        | 0.00         | 97                   | 894.06           | 0.00          | 0.00          | 0.00            |
| 44.00        | 0.00         | 84                   | 894.05           | 0.00          | 0.00          | 0.00            |
| 45.00        | 0.00         | 74                   | 894.05           | 0.00          | 0.00          | 0.00            |
| 46.00        | 0.00         | 65                   | 894.04           | 0.00          | 0.00          | 0.00            |
| 47.00        | 0.00         | 58                   | 894.04           | 0.00          | 0.00          | 0.00            |
| 48.00        | 0.00         | 53                   | 894.03           | 0.00          | 0.00          | 0.00            |

# Lake Street Apartments Prelim WQ

Prepared by Varo Engineers AKA Salas O'Brien

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

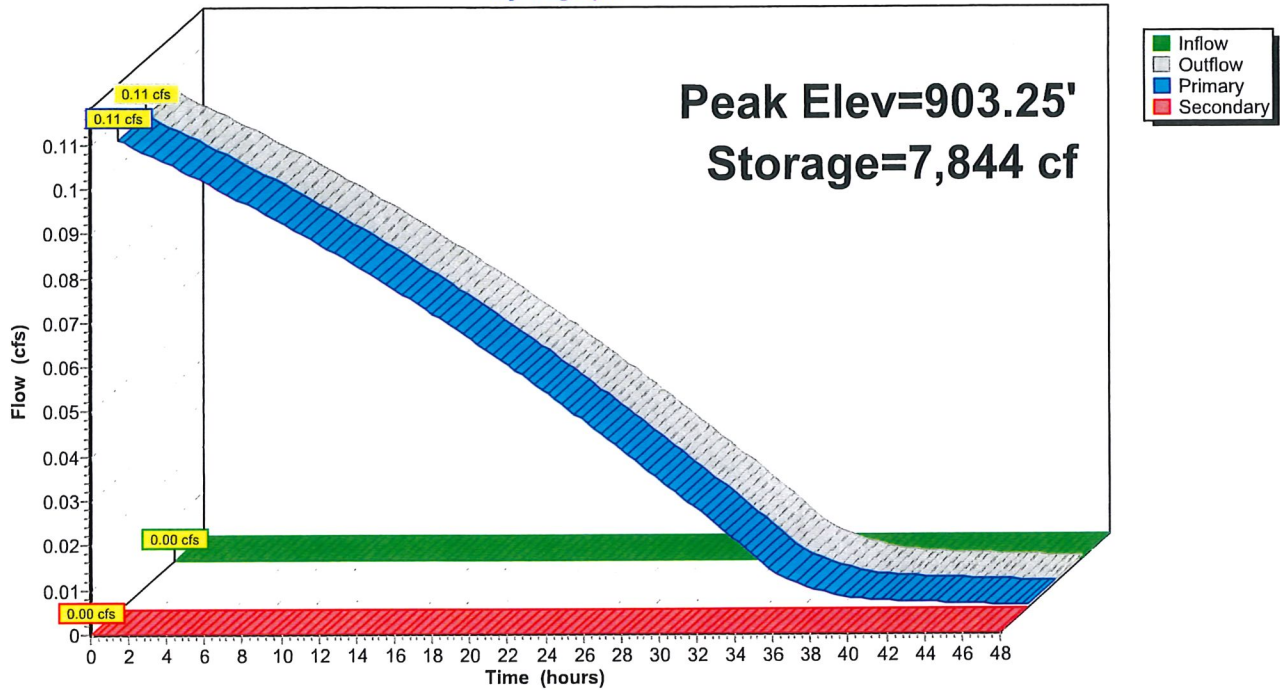
Type II 24-hr WQ Rainfall=0.90"

Printed 2/28/2023

Page 11

## Pond BasinF:

Hydrograph



**Lake Street Apartments Prelim WQ**

Type II 24-hr WQ Rainfall=0.90"

Prepared by Varo Engineers AKA Salas O'Brien

Printed 2/28/2023

HydroCAD® 10.20-2g s/n 07992 © 2022 HydroCAD Software Solutions LLC

Page 12

**Hydrograph for Pond BasinF:**

| Time<br>(hours) | Inflow<br>(cfs) | Storage<br>(cubic-feet) | Elevation<br>(feet) | Outflow<br>(cfs) | Primary<br>(cfs) | Secondary<br>(cfs) |
|-----------------|-----------------|-------------------------|---------------------|------------------|------------------|--------------------|
| 0.00            | <b>0.00</b>     | <b>7,844</b>            | <b>903.25</b>       | <b>0.11</b>      | <b>0.11</b>      | <b>0.00</b>        |
| 1.00            | 0.00            | 7,468                   | 903.13              | 0.10             | 0.10             | 0.00               |
| 2.00            | 0.00            | 7,099                   | 903.01              | 0.10             | 0.10             | 0.00               |
| 3.00            | 0.00            | 6,738                   | 902.89              | 0.10             | 0.10             | 0.00               |
| 4.00            | 0.00            | 6,384                   | 902.77              | 0.10             | 0.10             | 0.00               |
| 5.00            | 0.00            | 6,038                   | 902.65              | 0.10             | 0.10             | 0.00               |
| 6.00            | 0.00            | 5,699                   | 902.53              | 0.09             | 0.09             | 0.00               |
| 7.00            | 0.00            | 5,369                   | 902.41              | 0.09             | 0.09             | 0.00               |
| 8.00            | 0.00            | 5,047                   | 902.30              | 0.09             | 0.09             | 0.00               |
| 9.00            | 0.00            | 4,733                   | 902.18              | 0.09             | 0.09             | 0.00               |
| 10.00           | 0.00            | 4,428                   | 902.06              | 0.08             | 0.08             | 0.00               |
| 11.00           | 0.00            | 4,131                   | 901.95              | 0.08             | 0.08             | 0.00               |
| 12.00           | 0.00            | 3,844                   | 901.83              | 0.08             | 0.08             | 0.00               |
| 13.00           | 0.00            | 3,565                   | 901.72              | 0.08             | 0.08             | 0.00               |
| 14.00           | 0.00            | 3,296                   | 901.61              | 0.07             | 0.07             | 0.00               |
| 15.00           | 0.00            | 3,036                   | 901.50              | 0.07             | 0.07             | 0.00               |
| 16.00           | 0.00            | 2,786                   | 901.39              | 0.07             | 0.07             | 0.00               |
| 17.00           | 0.00            | 2,546                   | 901.29              | 0.07             | 0.07             | 0.00               |
| 18.00           | 0.00            | 2,315                   | 901.18              | 0.06             | 0.06             | 0.00               |
| 19.00           | 0.00            | 2,095                   | 901.08              | 0.06             | 0.06             | 0.00               |
| 20.00           | 0.00            | 1,886                   | 900.98              | 0.06             | 0.06             | 0.00               |
| 21.00           | 0.00            | 1,687                   | 900.89              | 0.05             | 0.05             | 0.00               |
| 22.00           | 0.00            | 1,499                   | 900.80              | 0.05             | 0.05             | 0.00               |
| 23.00           | 0.00            | 1,323                   | 900.71              | 0.05             | 0.05             | 0.00               |
| 24.00           | 0.00            | 1,157                   | 900.63              | 0.04             | 0.04             | 0.00               |
| 25.00           | 0.00            | 1,003                   | 900.55              | 0.04             | 0.04             | 0.00               |
| 26.00           | 0.00            | 861                     | 900.47              | 0.04             | 0.04             | 0.00               |
| 27.00           | 0.00            | 731                     | 900.40              | 0.03             | 0.03             | 0.00               |
| 28.00           | 0.00            | 612                     | 900.34              | 0.03             | 0.03             | 0.00               |
| 29.00           | 0.00            | 506                     | 900.28              | 0.03             | 0.03             | 0.00               |
| 30.00           | 0.00            | 412                     | 900.23              | 0.02             | 0.02             | 0.00               |
| 31.00           | 0.00            | 331                     | 900.19              | 0.02             | 0.02             | 0.00               |
| 32.00           | 0.00            | 262                     | 900.15              | 0.02             | 0.02             | 0.00               |
| 33.00           | 0.00            | 206                     | 900.12              | 0.01             | 0.01             | 0.00               |
| 34.00           | 0.00            | 163                     | 900.09              | 0.01             | 0.01             | 0.00               |
| 35.00           | 0.00            | 132                     | 900.08              | 0.01             | 0.01             | 0.00               |
| 36.00           | 0.00            | 109                     | 900.06              | 0.01             | 0.01             | 0.00               |
| 37.00           | 0.00            | 92                      | 900.05              | 0.00             | 0.00             | 0.00               |
| 38.00           | 0.00            | 79                      | 900.05              | 0.00             | 0.00             | 0.00               |
| 39.00           | 0.00            | 69                      | 900.04              | 0.00             | 0.00             | 0.00               |
| 40.00           | 0.00            | 61                      | 900.04              | 0.00             | 0.00             | 0.00               |
| 41.00           | 0.00            | 54                      | 900.03              | 0.00             | 0.00             | 0.00               |
| 42.00           | 0.00            | 48                      | 900.03              | 0.00             | 0.00             | 0.00               |
| 43.00           | 0.00            | 43                      | 900.02              | 0.00             | 0.00             | 0.00               |
| 44.00           | 0.00            | 38                      | 900.02              | 0.00             | 0.00             | 0.00               |
| 45.00           | 0.00            | 34                      | 900.02              | 0.00             | 0.00             | 0.00               |
| 46.00           | 0.00            | 30                      | 900.02              | 0.00             | 0.00             | 0.00               |
| 47.00           | 0.00            | 27                      | 900.02              | 0.00             | 0.00             | 0.00               |
| 48.00           | 0.00            | 24                      | 900.01              | 0.00             | 0.00             | 0.00               |

## Appendix C: Water Quality Calculations



|         |               |
|---------|---------------|
| Sheet   | 1             |
| By      | MES           |
| Date    | 02/28/23      |
| Job No. | 2022-03688-00 |

Subject: **Lake Street - Master Water Quality Calculations - Basin A**

| Land Use   | Runoff Coefficient, C | Tributary Areas (acres) |             |
|--|-----------------------|-------------------------|-------------|
| Industrial/Commercial                              | 0.8                   |                         |             |
| High Density Residential (>8 dwellings/acre)       | 0.5                   | 1.07                    |             |
| Medium Density Residential (4 to 8 dwellings/acre) | 0.4                   |                         |             |
| Low Density Residential (<4 dwellings/acre)        | 0.3                   |                         |             |
| Open Space/Recreational Areas                      | 0.2                   | 3.00                    |             |
| <b>Total Tributary Area, A</b>                     |                       | 4.1                     |             |
| <b>Weighted C</b>                                  | 0.3                   |                         |             |
| <b>Water Quality Volume, WQv (ac-ft)</b>           |                       |                         | <b>0.09</b> |
| <b>Water Quality Volume, WQv (cu-ft)</b>           |                       |                         | <b>3708</b> |

$WQv = C \times P \times A / 12$  where  
 C = Weighted Runoff Coefficient  
 P = 0.90 inch precipitation  
 A = Total Tributary Area





Subject: **Lake Street - Master Water Quality Calculations - Basin B**

| Land Use   | Runoff Coefficient, C | Tributary Areas (acres) |              |  |
|--|-----------------------|-------------------------|--------------|--|
| Industrial/Commercial                              | 0.8                   |                         |              |  |
| High Density Residential (>8 dwellings/acre)       | 0.5                   | 6.48                    |              |  |
| Medium Density Residentail (4 to 8 dwellings/acre) | 0.4                   |                         |              |  |
| Low Density Residentail (<4 dwellings/acre)        | 0.3                   |                         |              |  |
| Open Space/Recreational Areas                      | 0.2                   | 1.08                    |              |  |
| <b>Total Tributary Area, A</b>                     |                       | <b>7.6</b>              |              |  |
| <b>Weighted C</b>                                  | <b>0.5</b>            |                         |              |  |
| <b>Water Quality Volume, WQv (ac-ft)</b>           |                       |                         | <b>0.26</b>  |  |
| <b>Water Quality Volume, WQv (cu-ft)</b>           |                       |                         | <b>11291</b> |  |

WQv = C x P x A/12 where

C = Weighted Runoff Coefficient

P = 0.90 inch precipitation

A = Total Tributary Area



Subject: **Lake Street - Master Water Quality Calculations - Basin C**

Job No. 2022-03688-00

| Land Use   | Runoff Coefficient, C | Tributary Areas (acres) |              |
|--|-----------------------|-------------------------|--------------|
| Industrial/Commercial                              | 0.8                   |                         |              |
| High Density Residential (>8 dwellings/acre)       | 0.5                   | 6.34                    |              |
| Medium Density Residential (4 to 8 dwellings/acre) | 0.4                   |                         |              |
| Low Density Residential (<4 dwellings/acre)        | 0.3                   |                         |              |
| Open Space/Recreational Areas                      | 0.2                   | 1.02                    |              |
| <b>Total Tributary Area, A</b>                     |                       | 7.4                     |              |
| <b>Weighted C</b>                                  | 0.5                   |                         |              |
| <b>Water Quality Volume, WQv (ac-ft)</b>           |                       |                         | <b>0.25</b>  |
| <b>Water Quality Volume, WQv (cu-ft)</b>           |                       |                         | <b>11023</b> |

WQv = C x P x A/12 where

C = Weighted Runoff Coefficient

P = 0.90 inch precipitation

A = Total Tributary Area



Subject: **Lake Street - Master Water Quality Calculations - Basin D**

| Land Use   | Runoff Coefficient, C | Tributary Areas (acres) |             |
|--|-----------------------|-------------------------|-------------|
| Industrial/Commercial                              | 0.8                   |                         |             |
| High Density Residential (>8 dwellings/acre)       | 0.5                   | 2.40                    |             |
| Medium Density Residentail (4 to 8 dwellings/acre) | 0.4                   |                         |             |
| Low Density Residentail (<4 dwellings/acre)        | 0.3                   |                         |             |
| Open Space/Recreational Areas                      | 0.2                   | 0.64                    |             |
| <b>Total Tributary Area, A</b>                     |                       | <b>3.0</b>              |             |
| <b>Weighted C</b>                                  | <b>0.4</b>            |                         |             |
| <b>Water Quality Volume, WQv (ac-ft)</b>           |                       |                         | <b>0.10</b> |
| <b>Water Quality Volume, WQv (cu-ft)</b>           |                       |                         | <b>4339</b> |

WQv = C x P x A/12 where

C = Weighted Runoff Coefficient

P = 0.90 inch precipitation

A = Total Tributary Area



Subject: **Lake Street - Master Water Quality Calculations - Basin E**

Job No. 2022-03688-00

| Land Use   | Runoff Coefficient, C | Tributary Areas (acres) |             |
|--|-----------------------|-------------------------|-------------|
| Industrial/Commercial                              | 0.8                   |                         |             |
| High Density Residential (>8 dwellings/acre)       | 0.5                   | 2.20                    |             |
| Medium Density Residential (4 to 8 dwellings/acre) | 0.4                   |                         |             |
| Low Density Residential (<4 dwellings/acre)        | 0.3                   |                         |             |
| Open Space/Recreational Areas                      | 0.2                   | 0.80                    |             |
| <b>Total Tributary Area, A</b>                     |                       | 3.0                     |             |
| <b>Weighted C</b>                                  | 0.4                   |                         |             |
| <b>Water Quality Volume, WQv (ac-ft)</b>           |                       |                         | <b>0.09</b> |
| <b>Water Quality Volume, WQv (cu-ft)</b>           |                       |                         | <b>4116</b> |

$WQv = C \times P \times A/12$  where  
 C = Weighted Runoff Coefficient  
 P = 0.90 inch precipitation  
 A = Total Tributary Area







REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
HUNTINGTON DISTRICT, CORPS OF ENGINEERS  
502 EIGHTH STREET  
HUNTINGTON, WEST VIRGINIA 25701-2070

November 4, 2022

Regulatory Division  
North Branch  
LRH-2022-490-OLR

**APPROVED AND PRELIMINARY JURISDICTIONAL DETERMINATIONS**

Mr. Ron Sabatino  
T&R Properties  
3895 Stoneridge Lane  
Dublin, Ohio 43017

Dear Mr. Sabatino:

I refer to the *Investigation of Waters of the United States, Salvation Army Property, 310 Lake Street, Delaware, Delaware County, Ohio*, completed by CEC and submitted to this office on June 14, 2022 with additional information received on August 12, 2022, September 15, 2022, and November 2, 2022. You have requested a preliminary jurisdictional determination (JD) for the potential jurisdictional aquatic resources and an approved jurisdictional determination for the non-jurisdictional features on the approximate 62-acre site. The JD review area is located at 310 Lake Street, Delaware, Delaware County, Ohio at approximately 40.3093 latitude, -83.0516 longitude. On-site waters flow to Sugar Run, a direct tributary of the Olentangy River, a traditional navigable water of the United States. We have assigned the following file number to your PCN: LRH-2022-490-OLR. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR 328 and 33 CFR 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

***Preliminary Jurisdictional Determination***

Based upon a review of the information provided, this office has determined 9.29 acres of one (1) wetland (Wetland G [Former Lake Bottom]), 3,623 linear feet of four (4) streams (Streams 1-4), and 0.09 acre of one (1) open water feature (Open Water 1) are located within the preliminary JD boundary. The aquatic resources identified above and on the enclosed preliminary JD form may be waters of the United States in accordance with the Regulatory Guidance Letter for JDs issued by the Corps on October 31, 2016 (Regulatory Guidance Letter No. 16-01). As indicated in the guidance, this preliminary JD is non-binding and cannot be

- 2 -

appealed (33 CFR 331.2), and only provides a written indication that waters of the United States, including wetlands, may be present on-site.

You have declined to exercise the option to obtain an approved JD in this instance and at this time for the above aquatic resources. However, for the purposes of the determination of impacts, compensatory mitigation, and other resource protection measures for activities that require authorization from this office, the above aquatic resources will be evaluated as if they are waters of the United States.

Enclosed please find a copy of the preliminary JD form. If you agree with the findings of this preliminary JD and understand your options regarding the same, please sign and date the preliminary JD form and return it to this office within 30 days of receipt of this letter. You should submit the signed copy to Cecil Cox of the North Branch at [cecil.m.cox@usace.army.mil](mailto:cecil.m.cox@usace.army.mil) or to the following address:

United States Army Corps of Engineers  
Huntington District  
Attn: North Branch  
502 Eighth Street  
Huntington, West Virginia 25701

#### ***Approved Jurisdictional Determination***

Our December 2, 2008 headquarters guidance entitled *Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in Rapanos v. United States & Carabell v. United States* was followed in the final verification of Section 404 jurisdiction. Based on a review of the information provided and other information available to us, the approximate 62-acre site contains six (6) wetlands (totaling 1.18 acres) and two (2) erosional features totaling 82 linear feet. Erosional Features 1 and 2 do not carry a relatively permanent flow of water, lack consistent ordinary high-water marks, sediment sorting, defined bed and banks, or wetland characteristics. Wetlands A-F are surrounded by uplands and do not exhibit a distinct surface water connection to a water of the United States. Wetlands A-F would not support interstate or foreign commerce interests, nor do they contain any rare, threatened, or endangered species. Therefore, Erosional Features 1-2, and Wetlands A-F are not jurisdictional waters of the United States. However, you should contact the Ohio Environmental Protection Agency, Division of Surface Water, at (614) 664-2001 to determine state permit requirements.

In accordance with the June 5, 2007 Joint Memorandum between the United States Environmental Protection Agency (USEPA) and the Corps and the January 28, 2008 Corps Memorandum regarding coordination on jurisdictional determinations, this isolated water determination was coordinated with the USEPA Region 5 and the Corps Headquarters, with coordination completed on August 24, 2022 and September 4, 2022, respectively.

This jurisdictional verification is valid for a period of five (5) years from the date of this letter unless new information warrants revision of the delineation prior to the expiration date. This letter contains an approved JD for the subject site within the approved JD boundary. If you object to this determination, you may request an administrative appeal under Corps regulations at

- 3 -

33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the Great Lakes and Ohio River Division Office at the following address:

Regulatory Administrative Appeals Officer  
United States Army Corps of Engineers  
Great Lakes and Ohio River Division  
550 Main Street, Room 10780  
Cincinnati, Ohio 45202-3222  
Phone: (513) 684-2699  
Fax: (513) 684-2460

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by January 3, 2023. It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this letter.

This determination has been conducted to identify the limits of the Corps' Section 404 jurisdiction for the particular site identified in this request. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

If you have any questions concerning the above, please contact Cecil Cox of the North Branch at 304-399-5274, by mail at the above address, or by email at [cecil.m.cox@usace.army.mil](mailto:cecil.m.cox@usace.army.mil).

Sincerely,



Andrew J. Wendt  
Regulatory Project Manager  
North Branch

Enclosures

cc:

Jonathan Demarest (CEC) via email



September 9, 2022

Mr. Cecil Cox  
United States Army Corps of Engineers  
502 Eighth Street  
Huntington, WV 25701

Dear Mr. Cox:

Subject: Jurisdictional Determination Request Addendum  
Salvation Army Property  
City of Delaware, Delaware County, Ohio  
CEC Project 320-421

On behalf of Mr. Rob Sabatino of T&R Properties, Civil & Environmental Consultants, Inc. (CEC) is pleased to provide you with an electronic copy of our Jurisdictional Determination Request Addendum for an approximately 62-acre parcel located on SR 42, Delaware, Delaware County, Ohio (the Site). This addendum letter includes the re-evaluation of the vegetated former lake bottom, now determined to be Wetland G.

## **1.0 REEVALUATED AREAS**

On August 12, 2022, the U.S. Army Corps of Engineers (USACE) requested that CEC re-evaluate the area on the Site, formally referred to as vegetated former lake bottom, with the Midwest regional supplement. The area in question is located within a mapped 100-year floodplain depression of Greenwood Lake, which was drained in 2020 by Ohio Department of Transportation (ODOT). In addition, Sugar Run was also re-examined.

## **2.0 SITE RECONNAISSANCE**

During the initial site visit on March 4<sup>th</sup> 2022, CEC took data on four (4) sample points (SP-21, SP-22, SP-23, SP-24) within the vegetated former lake bottom. At the sample points, CEC observed hydric soil indicators, dominant hydrophytic vegetation and evidence of wetland hydrology. Initially, CEC determined that the vegetated former lake bottom was non-jurisdictional. CEC believed that wetland characteristics in the vegetated former lake bottom were caused by “man induced conditions” from the damming and subsequent draining of the lake. At request of the Army Corps of Engineers, CEC re-evaluated their initial data and determined the “former vegetated lake bottom” met all three wetland criteria and is now characterized as a wetland



Mr. Cecil Cox  
 CEC Project 320-421  
 Page 2  
 September 9, 2022

complex with emergent and shrub/ scrub (PEM/PSS) vegetation. The wetland is referred to as Wetland G.

Wetland G is an approximately 9.46-acre PEM/PSS wetland complex identified in the central portion of the Site. The wetland is located within a depression that was the bottom of Greenwood Lake prior to the lake being drained in 2020. It appears that hydrology for the wetland is from Stream 2, Stream 4, Sugar Run, overland flow, precipitation and groundwater. At the sample points (SP-21, SP-22, SP-23 and SP-24) for the wetland, the plant community was dominated by rice cut grass (*Leersia oryzoides*), black willow (*Salix nigra*), eastern cottonwood (*Populus deltoides*) and creeping-jenny (*Lysimachia nummularia*). Indicators of wetland hydrology included surface water, high water table, drainage patterns, geomorphic position, FAC-Neutral test and true aquatic plants. Observed hydric soil indicators were depleted matrix and redox dark surface. Additional information on Wetland G can be found in Table 1, below.

**TABLE 1: WETLAND FEATURES SUMMARY**

| Wetland ID  | Cowardin Classification <sup>1</sup> | Coordinates (Latitude, Longitude) | Wetland Determination Sample Point ID | Photograph Number(s) | ORAM Score | ORAM Category <sup>2</sup> | Delineated Area (Acres) |
|---|--------------------------------------|-----------------------------------|---------------------------------------|----------------------|------------|----------------------------|-------------------------|
| Wetland G   | PEM/PSS                              | 40.31000,<br>-83.05249            | SP-21, SP-22,<br>SP-23, SP-24         | 3-12                 | 48         | 2                          | 9.46                    |
| <b>Total Wetland Area (Acres) within the Site</b> |                                      |                                   |                                       |                      |            |                            | <b>9.46</b>             |

During the re-evaluation of the Site, CEC determined the western portion of Sugar Run located on site does not exhibit stream characteristics. CEC determined this waterbody feature to be Open Water 1 (Figure 3). Open Water 1 formed when Greenwood Lake was drained and a new dam and spillway were constructed. Open Water 1 has been removed from the original linear foot and acreage calculation of Sugar Run. Additional information on Sugar Run and Open Water 1 can be found in Table 2, below.

**TABLE 2: WATERBODY FEATURES SUMMARY**

| Waterbody ID         | Classification | Coordinates (Latitude, Longitude) | Photograph Number(s) | HHEI/QHEI | Delineated Length/ Area |
|----------------------|----------------|-----------------------------------|----------------------|-----------|-------------------------|
| Open Water 1         | N/A            | 40.30974,<br>-83.05540            | 13-15                | N/A       | 0.09 acres              |
| Sugar Run (Stream 3) | Perennial      | 40.30985,<br>-83.05189            | 16-18                | 61.5      | 3,113 linear feet       |



Mr. Cecil Cox  
CEC Project 320-421  
Page 3  
September 9, 2022

### **3.0 PRELIMINARY WATER OF THE U.S. DETERMINATION**

Preliminary jurisdictional determinations for identified surface water features were made using CEC's professional judgement and interpretation of the *Jurisdictional Determination Form Instructional Guidebook* (USACE, 2007). The final determination of jurisdictional waters is ultimately made by the USACE. A jurisdictional determination will be requested from the USACE to confirm the jurisdiction of the features identified on the Site. If stream and/or wetland impacts are necessary to complete project activities, additional permitting and mitigation may be required.

### **4.0 PRELIMINARY JURISDICTIONAL WATER FEATURES**

The following water features were preliminarily determined to be jurisdictional: Wetland G, Open Water 1 and Stream 3. All these features appear to have a significant nexus to Sugar Run (Stream 3), a perennial tributary to the Olentangy River, a traditional navigable water (TNW).

**It is the responsibility of any party that intends to discharge dredge or fill material into jurisdictional WOTUS and/or Waters of the State to comply with all applicable regulations.**

### **5.0 CONCLUSIONS**

CEC identified the following within the Site:

- One (1) potentially jurisdictional wetland (Wetland G) totaling approximately 9.46 acres;
- One (1) potentially jurisdictional stream (Stream 3, Sugar Run) totaling approximately 3,113 linear feet;
- One (1) potentially jurisdictional open water (Open Water 1) totally approximately 0.09 acres.

Since the USACE has authority to determine and/or verify the geographical boundaries of waters of the United States, this investigation was termed "preliminary" to this point. As requested, CEC will submit a copy of this report to the Huntington District of the USACE for written verification of the findings.

### **6.0 LEVEL OF CARE**

The PJWD addendum services performed by CEC were conducted in a manner consistent with the criteria contained in the Corps Manual and appropriate Regional Supplement and with the level of care and skill ordinarily exercised by members of the environmental consulting profession

Mr. Cecil Cox  
CEC Project 320-421  
Page 4  
September 9, 2022

practicing contemporaneously under similar conditions in the locality of the Site. It must be recognized the jurisdictional waters determination was based on field observations and CEC's professional interpretation of the criteria in the Corps Manual at the time of our fieldwork. PJWD reports may change subsequent to CEC's determination based on changes in the regulatory criteria, seasonal variations in hydrology, alterations to drainage patterns, and other human activities and/or land disturbances.

CEC is requesting that you review this information for the re-evaluated areas and provide us with a revised preliminary jurisdictional determination (PJD) for the Site. If you have questions, please contact Jonathan Demarest (614-588-5230) or by email at [jdemarest@cecinc.com](mailto:jdemarest@cecinc.com).

Respectfully submitted,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Haylee Roach  
Assistant Project Manager



Jonathan Demarest  
Project Manager

Enclosures: Attachment A – Figure 3 – PJWD Addendum Map  
Attachment B – Site Photographs  
Attachment C – Wetland Determination Data Forms  
Attachment D – ORAM Form

cc: Mr. Ron Sabatino – T&R Properties

---

**ATTACHMENT A**

**FIGURE 3 – PJWD ADDENDUM MAP**

---





**REFERENCES AND NOTES**  
 1. ESRI WORLD IMAGERY / ARCGIS MAP SERVICE. HTTP://GOTO.ARCGISONLINE.COM/MAPS/WORLD\_IMAGERY. ACCESSED 1/13/2022  
 2. MAP WAS DEVELOPED FOR PLANNING PURPOSES ONLY AND MAY NOT BE SUITABLE FOR CERTAIN LEGAL ENGINEERING, OR SURVEYING PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA AND INFORMATION SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.  
 3. ALL LENGTHS AND AREAS ARE APPROXIMATE.

**LEGEND**

|  |                                    |
|--|------------------------------------|
|  | Approximate Site Boundary          |
|  | FEM Wetland                        |
|  | PFO Wetland                        |
|  | PSS Wetland                        |
|  | Perennial Stream                   |
|  | Ephemeral Stream                   |
|  | Open Water                         |
|  | Erosional Feature                  |
|  | Culvert Line                       |
|  | Existing Culvert                   |
|  | Wetland Determination Sample Point |

  
**Civil & Environmental Consultants, Inc.**  
 250 Old Wilson Bridge Road, Suite 250 - Worthington, OH 43085  
 614-540-6633 · 888-598-6808  
[www.cecinc.com](http://www.cecinc.com)

|           |           |             |         |              |         |            |          |
|-----------|-----------|-------------|---------|--------------|---------|------------|----------|
| DRAWN BY: | MAK/WSG   | CHECKED BY: | AJC     | APPROVED BY: | JCD*    | FIGURE NO: | <b>3</b> |
| DATE:     | 8/22/2022 | SCALE:      | 1"=250' | PROJECT NO:  | 320-421 |            |          |

**T & R PROPERTIES**  
 310 LAKE STREET  
 DELAWARE COUNTY, OHIO  
**PRELIMINARY JURISDICTIONAL WATERS DETERMINATION MAP**

\*Hand signature on file



---

**ATTACHMENT B**

**SITE PHOTOGRAPHS**

---





**Photograph 1: View of SP-19 (upland), facing east.**



**Photograph 2: View of SP-20 (upland), facing southeast.**



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085

Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421**

**Photographs Taken On: March 4 and August 11, 2022**





**Photograph 3: View of SP-21 (Wetland G, PEM) facing north.**



**Photograph 4: View of SP-24 (Wetland G, PEM) facing north.**



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085  
Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421  
Photographs Taken On: March 4 and August 11, 2022**





**Photograph 5: Overview of Wetland G, PEM facing south.**



**Photograph 6: Overview of Wetland G (PEM), facing west.**



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085

Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421**

**Photographs Taken On: March 4 and August 11, 2022**





**Photograph 7:** View of SP-22 (Wetland G), facing southeast.



**Photograph 8:** View of SP-23 (Wetland G), facing west.



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085

Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421**

**Photographs Taken On: March 4 and August 11, 2022**





**Photograph 9:** Overview of Wetland G (PSS), facing south.



**Photograph 10:** Overview of Wetland G (PSS), facing west.



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085

Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421**

**Photographs Taken On: March 4 and August 11, 2022**





**Photograph 11: Overview of Wetland G (PSS), facing west.**



**Photograph 12: Overview of Wetland G (PSS), facing north.**



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085  
Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421  
Photographs Taken On: March 4 and August 11, 2022**





**Photograph 13: View of Open Water 1 facing east.**



**Photograph 14: Overview of Open Water 1 facing northeast.**



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085

Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421  
Photographs Taken On: March 4 and August 11, 2022**





**Photograph 15: Overview of Open Water 1, facing west.**



**Photograph 16: View of Stream 3 (Sugar Run, PER), looking upstream, facing north.**



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085  
Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421  
Photographs Taken On: March 4 and August 11, 2022**





**Photograph 17:** View Stream 3 (Sugar Run, PER), looking downstream, facing south.



**Photograph 18:** Stream 3 (Sugar Run, PER) substrate.



Civil & Environmental Consultants, Inc.  
Worthington, Ohio 43085  
Phone: 614-540-6633 Toll Free: 888-598-6808

**T&R PROPERTIES  
SALVATION ARMY  
CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
CEC PROJECT #320-421  
Photographs Taken On: March 4 and August 11, 2022**



---

**ATTACHMENT C**

**WETLAND DETERMINATION DATA FORMS**

---

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Salvation Army Property, 310 Lake Street City/County: Delaware/Delaware Sampling Date: 03/04/2022  
 Applicant/Owner: T&R Properties State: OH Sampling Point: SP-19  
 Investigator(s): H. Roach & A. Colosimo Section, Township, Range: S0, T5N, R19W  
 Landform (hillside, terrace, etc.): Hillside Local relief (concave, convex, none): None  
 Slope (%): 5-8 Lat: 40.31068 Long: -83.05127 Datum: NAD83  
 Soil Map Unit Name: Lybrand silt loam, 18 to 25 percent slopes, eroded (LyE2) NWI classification: Freshwater Pond

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|   |   |
|---|---|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>    </u> No <u>X</u><br>Wetland Hydrology Present? Yes <u>    </u> No <u>X</u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>    </u> No <u>X</u> |
| Remarks:<br>According to USACE's Antecedent Precipitation Tool, conditions on-site are considered normal.   |   |

**VEGETATION – Use scientific names of plants.**

| <u>Tree Stratum</u> (Plot size: <u>30</u> )                   | Absolute % Cover | Dominant Species? | Indicator Status |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
|---|------------------|-------------------|------------------|--|-------------------|--------------|----------------------|----------------|------------------------|------------------|-----------------------|-----------------|------------------------|------------------|----------------------|----------------|-------------------------------|----------------|--------------------------------------|--|
| 1. <u>Quercus alba</u>  | 60               | Yes               | FACU             | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>4</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>75.0%</u> (A/B)  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 2. <u>Acer saccharinum</u>                                    | 30               | Yes               | FACW             |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 3. <u>Carya ovata</u>   | 10               | No                | FACU             |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 4. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 5. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
|   | 100              | =Total Cover      |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| <u>Sapling/Shrub Stratum</u> (Plot size: <u>15</u> )          |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 1. <u>Frangula alnus</u>                                      | 20               | Yes               | FACW             | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border:none;"> <tr> <td style="width:50%; text-align:center;">Total % Cover of:</td> <td style="width:50%; text-align:center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>50</u></td> <td>x 2 = <u>100</u></td> </tr> <tr> <td>FAC species <u>15</u></td> <td>x 3 = <u>45</u></td> </tr> <tr> <td>FACU species <u>70</u></td> <td>x 4 = <u>280</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>135</u> (A)</td> <td><u>425</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align:center;">Prevalence Index = B/A = <u>3.15</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>0</u> | x 1 = <u>0</u> | FACW species <u>50</u> | x 2 = <u>100</u> | FAC species <u>15</u> | x 3 = <u>45</u> | FACU species <u>70</u> | x 4 = <u>280</u> | UPL species <u>0</u> | x 5 = <u>0</u> | Column Totals: <u>135</u> (A) | <u>425</u> (B) | Prevalence Index = B/A = <u>3.15</u> |  |
| Total % Cover of:   | Multiply by:     |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| OBL species <u>0</u>  | x 1 = <u>0</u>   |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| FACW species <u>50</u>  | x 2 = <u>100</u> |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| FAC species <u>15</u>   | x 3 = <u>45</u>  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| FACU species <u>70</u>  | x 4 = <u>280</u> |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| UPL species <u>0</u>  | x 5 = <u>0</u>   |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| Column Totals: <u>135</u> (A)                                 | <u>425</u> (B)   |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| Prevalence Index = B/A = <u>3.15</u>                          |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 2. <u>Cornus racemosa</u>                                     | 10               | Yes               | FAC              |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 3. <u>Crataegus phaenopyrum</u>                               | 5                | No                | FAC              |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 4. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 5. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
|   | 35               | =Total Cover      |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| <u>Herb Stratum</u> (Plot size: <u>5</u> )                    |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 1. <u>N/A</u>   |                  |                   |                  | <b>Hydrophytic Vegetation Indicators:</b><br><u>1</u> - Rapid Test for Hydrophytic Vegetation<br><u>X</u> <u>2</u> - Dominance Test is >50%<br><u>3</u> - Prevalence Index is ≤3.0 <sup>1</sup><br><u>4</u> - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)<br><u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 2. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 3. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 4. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 5. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 6. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 7. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 8. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 9. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 10. _____   |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
|   |                  | =Total Cover      |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| <u>Woody Vine Stratum</u> (Plot size: <u>30</u> )             |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 1. <u>N/A</u>   |                  |                   |                  | <b>Hydrophytic Vegetation Present?</b> Yes <u>X</u> No <u>    </u>   |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| 2. _____  |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
|   |                  | =Total Cover      |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |
| Remarks: (Include photo numbers here or on a separate sheet.) |                  |                   |                  |  |                   |              |                      |                |                        |                  |                       |                 |                        |                  |                      |                |                               |                |                                      |  |

**SOIL**

Sampling Point: SP-19

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |    |                   |                  |              |         |
|---|---------------|-----|----------------|----|-------------------|------------------|--------------|---------|
| Depth<br>(inches)   | Matrix        |     | Redox Features |    |                   |                  | Texture      | Remarks |
|   | Color (moist) | %   | Color (moist)  | %  | Type <sup>1</sup> | Loc <sup>2</sup> |              |         |
| 0-6   | 10YR 4/3      | 100 |                |    |                   |                  | Loamy/Clayey |         |
| 6-16  | 10YR 4/3      | 70  | 10YR 4/6       | 30 | C                 | M                | Loamy/Clayey |         |
|   |               |     |                |    |                   |                  |              |         |
|   |               |     |                |    |                   |                  |              |         |
|   |               |     |                |    |                   |                  |              |         |
|   |               |     |                |    |                   |                  |              |         |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
 Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes \_\_\_\_\_ No X

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

- |  |   |  |
|--|---|--|
| <u>Primary Indicators (minimum of one is required; check all that apply)</u> |   | <u>Secondary Indicators (minimum of two required)</u>              |
| <input type="checkbox"/> Surface Water (A1)                                  | <input type="checkbox"/> Water-Stained Leaves (B9)                  | <input type="checkbox"/> Surface Soil Cracks (B6)                  |
| <input type="checkbox"/> High Water Table (A2)                               | <input type="checkbox"/> Aquatic Fauna (B13)                        | <input type="checkbox"/> Drainage Patterns (B10)                   |
| <input type="checkbox"/> Saturation (A3)                                     | <input type="checkbox"/> True Aquatic Plants (B14)                  | <input type="checkbox"/> Dry-Season Water Table (C2)               |
| <input type="checkbox"/> Water Marks (B1)                                    | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 | <input type="checkbox"/> Crayfish Burrows (C8)                     |
| <input type="checkbox"/> Sediment Deposits (B2)                              | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3)                                 | <input type="checkbox"/> Presence of Reduced Iron (C4)              | <input type="checkbox"/> Stunted or Stressed Plants (D1)           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                             | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input type="checkbox"/> Geomorphic Position (D2)                  |
| <input type="checkbox"/> Iron Deposits (B5)                                  | <input type="checkbox"/> Thin Muck Surface (C7)                     | <input checked="" type="checkbox"/> FAC-Neutral Test (D5)          |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)           | <input type="checkbox"/> Gauge or Well Data (D9)                    |  |
| <input type="checkbox"/> ? Sparsely Vegetated Concave Surface (B8)           | <input type="checkbox"/> Other (Explain in Remarks)                 |  |

**Field Observations:**

Surface Water Present? Yes \_\_\_\_\_ No X Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes \_\_\_\_\_ No X Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes \_\_\_\_\_ No X Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present? Yes \_\_\_\_\_ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Salvation Army Property, 310 Lake Street City/County: Delaware/Delaware Sampling Date: 03/04/2022  
 Applicant/Owner: T&R Properties State: OH Sampling Point: SP-20  
 Investigator(s): H. Roach & A. Colosimo Section, Township, Range: S0, T5N, R19W  
 Landform (hillside, terrace, etc.): Hillside Local relief (concave, convex, none): None  
 Slope (%): 5-8 Lat: 40.30930 Long: -83.05411 Datum: NAD83  
 Soil Map Unit Name: Lybrand silt loam, 18 to 25 percent slopes, eroded (LyE2) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|   |   |
|---|---|
| Hydrophytic Vegetation Present? Yes <u>    </u> No <u>X</u><br>Hydric Soil Present? Yes <u>    </u> No <u>X</u><br>Wetland Hydrology Present? Yes <u>    </u> No <u>X</u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>    </u> No <u>X</u> |
| Remarks:<br>According to USACE's Antecedent Precipitation Tool, conditions on-site are considered normal.   |   |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum (Plot size: <u>30</u> )                          | Absolute % Cover | Dominant Species? | Indicator Status | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>4</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.0%</u> (A/B)  |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
|---|------------------|-------------------|------------------|---|-------------------|--------------|----------------------|----------------|-----------------------|----------------|----------------------|----------------|-------------------------|------------------|----------------------|----------------|-------------------------------|----------------|--------------------------------------|--|
| 1. <u>Quercus rubra</u>                                       | 40               | Yes               | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 2. <u>Quercus alba</u>  | 30               | Yes               | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 3. <u>Carya ovata</u>   | 10               | No                | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 4. <u>Acer saccharum</u>                                      | 5                | No                | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 5. <u>Fagus grandifolia</u>                                   | 10               | No                | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 100 = Total Cover   |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| Sapling/Shrub Stratum (Plot size: <u>15</u> )                 | Absolute % Cover | Dominant Species? | Indicator Status | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>130</u></td> <td>x 4 = <u>520</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>130</u> (A)</td> <td><u>520</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>4.00</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>0</u> | x 1 = <u>0</u> | FACW species <u>0</u> | x 2 = <u>0</u> | FAC species <u>0</u> | x 3 = <u>0</u> | FACU species <u>130</u> | x 4 = <u>520</u> | UPL species <u>0</u> | x 5 = <u>0</u> | Column Totals: <u>130</u> (A) | <u>520</u> (B) | Prevalence Index = B/A = <u>4.00</u> |  |
| Total % Cover of:   | Multiply by:     |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| OBL species <u>0</u>  | x 1 = <u>0</u>   |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| FACW species <u>0</u>   | x 2 = <u>0</u>   |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| FAC species <u>0</u>  | x 3 = <u>0</u>   |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| FACU species <u>130</u>                                       | x 4 = <u>520</u> |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| UPL species <u>0</u>  | x 5 = <u>0</u>   |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| Column Totals: <u>130</u> (A)                                 | <u>520</u> (B)   |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| Prevalence Index = B/A = <u>4.00</u>                          |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 1. <u>Acer saccharum</u>                                      | 15               | Yes               | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 2. <u>Prunus serotina</u>                                     | 10               | Yes               | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 3. <u>Fagus grandifolia</u>                                   | 5                | No                | FACU             |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 4. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 5. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 30 = Total Cover  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| Herb Stratum (Plot size: <u>5</u> )                           | Absolute % Cover | Dominant Species? | Indicator Status | <b>Hydrophytic Vegetation Indicators:</b><br><u>    </u> 1 - Rapid Test for Hydrophytic Vegetation<br><u>    </u> 2 - Dominance Test is >50%<br><u>    </u> 3 - Prevalence Index is ≤3.0 <sup>1</sup><br><u>    </u> 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)<br><u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.  |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 1. <u>N/A</u>   |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 2. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 3. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 4. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 5. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 6. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 7. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 8. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 9. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 10. <u>    </u>   |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| = Total Cover   |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| Woody Vine Stratum (Plot size: <u>30</u> )                    | Absolute % Cover | Dominant Species? | Indicator Status | <b>Hydrophytic Vegetation Present?</b><br>Yes <u>    </u> No <u>X</u>   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 1. <u>N/A</u>   |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| 2. <u>    </u>  |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| = Total Cover   |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |
| Remarks: (Include photo numbers here or on a separate sheet.) |                  |                   |                  |   |                   |              |                      |                |                       |                |                      |                |                         |                  |                      |                |                               |                |                                      |  |



**VEGETATION Continued** – Use scientific names of plants.

Sampling Point: SP-20

| <u>Tree Stratum</u>          | Absolute % Cover    | Dominant Species? | Indicator Status | <b>Definitions of Vegetation Strata:</b><br><br><b>Tree</b> – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.<br><br><b>Sapling/Shrub</b> – Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.<br><br><b>Herb</b> – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants less than 3.28 ft tall.<br><br><b>Woody Vine</b> – All woody vines greater than 3.28 ft in height. |
|------------------------------|---------------------|-------------------|------------------|---|
| 6. <i>Prunus serotina</i>    | 5                   | No                | FACU             |   |
| 7. _____                     | _____               | _____             | _____            |   |
| 8. _____                     | _____               | _____             | _____            |   |
| 9. _____                     | _____               | _____             | _____            |   |
| 10. _____                    | _____               | _____             | _____            |   |
| 11. _____                    | _____               | _____             | _____            |   |
| 12. _____                    | _____               | _____             | _____            |   |
| 13. _____                    | _____               | _____             | _____            |   |
|                              | 100 = Total Cover   |                   |                  |   |
| <u>Sapling/Shrub Stratum</u> |                     |                   |                  |   |
| 6. _____                     | _____               | _____             | _____            |   |
| 7. _____                     | _____               | _____             | _____            |   |
| 8. _____                     | _____               | _____             | _____            |   |
| 9. _____                     | _____               | _____             | _____            |   |
| 10. _____                    | _____               | _____             | _____            |   |
| 11. _____                    | _____               | _____             | _____            |   |
| 12. _____                    | _____               | _____             | _____            |   |
| 13. _____                    | _____               | _____             | _____            |   |
|                              | 30 = Total Cover    |                   |                  |   |
| <u>Herb Stratum</u>          |                     |                   |                  |   |
| 11. _____                    | _____               | _____             | _____            |   |
| 12. _____                    | _____               | _____             | _____            |   |
| 13. _____                    | _____               | _____             | _____            |   |
| 14. _____                    | _____               | _____             | _____            |   |
| 15. _____                    | _____               | _____             | _____            |   |
| 16. _____                    | _____               | _____             | _____            |   |
| 17. _____                    | _____               | _____             | _____            |   |
| 18. _____                    | _____               | _____             | _____            |   |
| 19. _____                    | _____               | _____             | _____            |   |
| 20. _____                    | _____               | _____             | _____            |   |
| 21. _____                    | _____               | _____             | _____            |   |
| 22. _____                    | _____               | _____             | _____            |   |
|                              | _____ = Total Cover |                   |                  |   |
| <u>Woody Vine Stratum</u>    |                     |                   |                  |   |
| 3. _____                     | _____               | _____             | _____            |   |
| 4. _____                     | _____               | _____             | _____            |   |
| 5. _____                     | _____               | _____             | _____            |   |
| 6. _____                     | _____               | _____             | _____            |   |
| 7. _____                     | _____               | _____             | _____            |   |
|                              | _____ = Total Cover |                   |                  |   |

Remarks: (Include photo numbers here or on a separate sheet.)

**SOIL**

Sampling Point: SP-20

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |   |                   |                  |              |         |
|---|---------------|-----|----------------|---|-------------------|------------------|--------------|---------|
| Depth<br>(inches)   | Matrix        |     | Redox Features |   |                   |                  | Texture      | Remarks |
|   | Color (moist) | %   | Color (moist)  | % | Type <sup>1</sup> | Loc <sup>2</sup> |              |         |
| 0-3   | 10YR 4/2      | 100 |                |   |                   |                  | Loamy/Clayey |         |
| 3-16  | 10YR 4/4      | 100 |                |   |                   |                  | Loamy/Clayey |         |
|   |               |     |                |   |                   |                  |              |         |
|   |               |     |                |   |                   |                  |              |         |
|   |               |     |                |   |                   |                  |              |         |
|   |               |     |                |   |                   |                  |              |         |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes \_\_\_\_\_ No X

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Surface Water (A1)                        | <input type="checkbox"/> Water-Stained Leaves (B9)                  | <input type="checkbox"/> Surface Soil Cracks (B6)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        | <input type="checkbox"/> Drainage Patterns (B10)                   |
| <input type="checkbox"/> Saturation (A3)                           | <input type="checkbox"/> True Aquatic Plants (B14)                  | <input type="checkbox"/> Dry-Season Water Table (C2)               |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 | <input type="checkbox"/> Crayfish Burrows (C8)                     |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              | <input type="checkbox"/> Stunted or Stressed Plants (D1)           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input type="checkbox"/> Geomorphic Position (D2)                  |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     | <input type="checkbox"/> FAC-Neutral Test (D5)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |  |
| <input type="checkbox"/> ? Sparsely Vegetated Concave Surface (B8) | <input type="checkbox"/> Other (Explain in Remarks)                 |  |

**Field Observations:**

Surface Water Present? Yes \_\_\_\_\_ No X Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes \_\_\_\_\_ No X Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes \_\_\_\_\_ No X Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present? Yes \_\_\_\_\_ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Salvation Army Property, 310 Lake Street City/County: Delaware/Delaware Sampling Date: 03/04/2022  
 Applicant/Owner: T&R Properties State: OH Sampling Point: SP-21  
 Investigator(s): H. Roach & A. Colosimo Section, Township, Range: S0, T5N, R19W  
 Landform (hillside, terrace, etc.): Former lake bottom (Depression) Local relief (concave, convex, none): Concave  
 Slope (%): 0 Lat: 40.30928903 Long: -83.04949387 Datum: NAD83  
 Soil Map Unit Name: Water NWI classification: PUBGh

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|   |   |
|---|---|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>X</u> No <u>    </u><br>Wetland Hydrology Present? Yes <u>X</u> No <u>    </u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>X</u> No <u>    </u> |
| Remarks:<br>According to USACE's Antecedent Precipitation Tool, conditions on-site are considered normal.   |   |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum          | (Plot size: <u>30</u> ) | Absolute % Cover | Dominant Species? | Indicator Status |  |
|-----------------------|-------------------------|------------------|-------------------|------------------|--|
| 1.                    |                         |                  |                   |                  |  |
| 2.                    |                         |                  |                   |                  |  |
| 3.                    |                         |                  |                   |                  |  |
| 4.                    |                         |                  |                   |                  |  |
| 5.                    |                         |                  |                   |                  |  |
| =Total Cover          |                         |                  |                   |                  |  |
| Sapling/Shrub Stratum | (Plot size: <u>15</u> ) |                  |                   |                  |  |
| 1.                    |                         |                  |                   |                  |  |
| 2.                    |                         |                  |                   |                  |  |
| 3.                    |                         |                  |                   |                  |  |
| 4.                    |                         |                  |                   |                  |  |
| 5.                    |                         |                  |                   |                  |  |
| =Total Cover          |                         |                  |                   |                  |  |
| Herb Stratum          | (Plot size: <u>5</u> )  |                  |                   |                  |  |
| 1.                    |                         |                  |                   |                  |  |
| 2.                    |                         |                  |                   |                  |  |
| 3.                    |                         |                  |                   |                  |  |
| 4.                    |                         |                  |                   |                  |  |
| 5.                    |                         |                  |                   |                  |  |
| 6.                    |                         |                  |                   |                  |  |
| 7.                    |                         |                  |                   |                  |  |
| 8.                    |                         |                  |                   |                  |  |
| 9.                    |                         |                  |                   |                  |  |
| 10.                   |                         |                  |                   |                  |  |
| =Total Cover          |                         |                  |                   |                  |  |
| Woody Vine Stratum    | (Plot size: <u>30</u> ) |                  |                   |                  |  |
| 1.                    |                         |                  |                   |                  |  |
| 2.                    |                         |                  |                   |                  |  |
| =Total Cover          |                         |                  |                   |                  |  |

**Dominance Test worksheet:**  
 Number of Dominant Species That Are OBL, FACW, or FAC:            (A)  
 Total Number of Dominant Species Across All Strata:            (B)  
 Percent of Dominant Species That Are OBL, FACW, or FAC:            (A/B)

**Prevalence Index worksheet:**

| Total % Cover of:                    | Multiply by:     |
|--------------------------------------|------------------|
| OBL species <u>100</u>               | x 1 = <u>100</u> |
| FACW species <u>0</u>                | x 2 = <u>0</u>   |
| FAC species <u>0</u>                 | x 3 = <u>0</u>   |
| FACU species <u>0</u>                | x 4 = <u>0</u>   |
| UPL species <u>0</u>                 | x 5 = <u>0</u>   |
| Column Totals: <u>100</u> (A)        | <u>100</u> (B)   |
| Prevalence Index = B/A = <u>1.00</u> |                  |

**Hydrophytic Vegetation Indicators:**  
X 1 - Rapid Test for Hydrophytic Vegetation  
     2 - Dominance Test is >50%  
X 3 - Prevalence Index is ≤3.0<sup>1</sup>  
     4 - Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)  
     Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)  
<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

**Hydrophytic Vegetation Present?** Yes X No X

Remarks: (Include photo numbers here or on a separate sheet.)

**SOIL**

Sampling Point: SP-21

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |     |                |    |                   |                  |              |                                |
|---|---------------|-----|----------------|----|-------------------|------------------|--------------|--------------------------------|
| Depth<br>(inches)   | Matrix        |     | Redox Features |    |                   |                  | Texture      | Remarks                        |
|   | Color (moist) | %   | Color (moist)  | %  | Type <sup>1</sup> | Loc <sup>2</sup> |              |                                |
| 0-8   | 10YR 4/1      | 85  | 5YR 4/6        | 15 | C                 | PL/M             | Loamy/Clayey | Prominent redox concentrations |
| 8-16  | N 2.5/        | 100 |                |    |                   |                  | Muck         | Gley 2                         |
|   |               |     |                |    |                   |                  |              |                                |
|   |               |     |                |    |                   |                  |              |                                |
|   |               |     |                |    |                   |                  |              |                                |
|   |               |     |                |    |                   |                  |              |                                |
|   |               |     |                |    |                   |                  |              |                                |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
 Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

- |  |   |  |
|--|---|--|
| <u>Primary Indicators (minimum of one is required; check all that apply)</u> |   | <u>Secondary Indicators (minimum of two required)</u>              |
| <input type="checkbox"/> Surface Water (A1)                                  | <input type="checkbox"/> Water-Stained Leaves (B9)                  | <input type="checkbox"/> Surface Soil Cracks (B6)                  |
| <input checked="" type="checkbox"/> High Water Table (A2)                    | <input type="checkbox"/> Aquatic Fauna (B13)                        | <input type="checkbox"/> Drainage Patterns (B10)                   |
| <input checked="" type="checkbox"/> Saturation (A3)                          | <input checked="" type="checkbox"/> True Aquatic Plants (B14)       | <input type="checkbox"/> Dry-Season Water Table (C2)               |
| <input type="checkbox"/> Water Marks (B1)                                    | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 | <input type="checkbox"/> Crayfish Burrows (C8)                     |
| <input type="checkbox"/> Sediment Deposits (B2)                              | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3)                                 | <input type="checkbox"/> Presence of Reduced Iron (C4)              | <input type="checkbox"/> Stunted or Stressed Plants (D1)           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                             | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input checked="" type="checkbox"/> Geomorphic Position (D2)       |
| <input type="checkbox"/> Iron Deposits (B5)                                  | <input type="checkbox"/> Thin Muck Surface (C7)                     | <input checked="" type="checkbox"/> FAC-Neutral Test (D5)          |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)           | <input type="checkbox"/> Gauge or Well Data (D9)                    |  |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)             | <input type="checkbox"/> Other (Explain in Remarks)                 |  |

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): 6  
 Saturation Present? Yes  No  Depth (inches): 0  
 (includes capillary fringe)

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:



**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Salvation Army Property, 310 Lake Street City/County: Delaware/Delaware Sampling Date: 03/04/2022  
 Applicant/Owner: T&R Properties State: OH Sampling Point: SP-22  
 Investigator(s): H. Roach & A. Colosimo Section, Township, Range: S0, T5N, R19W  
 Landform (hillside, terrace, etc.): Former lake bottom (Depression) Local relief (concave, convex, none): Concave  
 Slope (%): 0 Lat: 40.31041695 Long: -83.05138301 Datum: NAD83  
 Soil Map Unit Name: Water NWI classification: PUBGh

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No  (If no, explain in Remarks.)  
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes  No   
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|   |   |
|---|---|
| Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br>Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br>Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Remarks:<br>According to USACE's Antecedent Precipitation Tool, conditions on-site are considered normal.   |   |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum  | (Plot size: <u>30</u> ) | Absolute % Cover | Dominant Species? | Indicator Status |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
|---|-------------------------|------------------|-------------------|------------------|---|-------------------|--------------|------------------------|------------------|-----------------------|----------------|----------------------|----------------|-----------------------|----------------|----------------------|----------------|-------------------------------|----------------|--------------------------------------|--|
| 1. _____  |                         |                  |                   |                  | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: _____ (A)<br>Total Number of Dominant Species Across All Strata: _____ (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: _____ (A/B)  |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| _____ =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Sapling/Shrub Stratum   | (Plot size: <u>15</u> ) |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 1. <u>Salix nigra</u>   |                         | 30               | Yes               | OBL              | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Total % Cover of:</td> <td style="width:50%; text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>125</u></td> <td>x 1 = <u>125</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>125</u> (A)</td> <td><u>125</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>1.00</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>125</u> | x 1 = <u>125</u> | FACW species <u>0</u> | x 2 = <u>0</u> | FAC species <u>0</u> | x 3 = <u>0</u> | FACU species <u>0</u> | x 4 = <u>0</u> | UPL species <u>0</u> | x 5 = <u>0</u> | Column Totals: <u>125</u> (A) | <u>125</u> (B) | Prevalence Index = B/A = <u>1.00</u> |  |
| Total % Cover of:   | Multiply by:            |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| OBL species <u>125</u>  | x 1 = <u>125</u>        |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| FACW species <u>0</u>   | x 2 = <u>0</u>          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| FAC species <u>0</u>  | x 3 = <u>0</u>          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| FACU species <u>0</u>   | x 4 = <u>0</u>          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| UPL species <u>0</u>  | x 5 = <u>0</u>          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Column Totals: <u>125</u> (A)                                 | <u>125</u> (B)          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Prevalence Index = B/A = <u>1.00</u>                          |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| _____ =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Herb Stratum  | (Plot size: <u>5</u> )  |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 1. <u>Leersia oryzoides</u>                                   |                         | 95               | Yes               | OBL              | <b>Hydrophytic Vegetation Indicators:</b><br><input checked="" type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation<br><input type="checkbox"/> 2 - Dominance Test is >50%<br><input checked="" type="checkbox"/> 3 - Prevalence Index is ≤3.0 <sup>1</sup><br><input type="checkbox"/> 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)<br><input type="checkbox"/> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 6. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 7. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 8. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 9. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 10. _____   |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| _____ =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Woody Vine Stratum  | (Plot size: <u>30</u> ) |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 1. _____  |                         |                  |                   |                  | <b>Hydrophytic Vegetation Present?</b> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| _____ =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Remarks: (Include photo numbers here or on a separate sheet.) |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                      |                |                       |                |                      |                |                               |                |                                      |  |

**SOIL**

Sampling Point: SP-22

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

| Depth<br>(inches) | Matrix        |     | Redox Features |    |                   |                  | Texture      | Remarks                        |
|-------------------|---------------|-----|----------------|----|-------------------|------------------|--------------|--------------------------------|
|                   | Color (moist) | %   | Color (moist)  | %  | Type <sup>1</sup> | Loc <sup>2</sup> |              |                                |
| 0-8               | 10YR 4/1      | 85  | 5YR 4/6        | 15 | C                 | PL/M             | Loamy/Clayey | Prominent redox concentrations |
| 8-16              | N 2.5/        | 100 |                |    |                   |                  | Muck         | Gley 2                         |
|                   |               |     |                |    |                   |                  |              |                                |
|                   |               |     |                |    |                   |                  |              |                                |
|                   |               |     |                |    |                   |                  |              |                                |
|                   |               |     |                |    |                   |                  |              |                                |
|                   |               |     |                |    |                   |                  |              |                                |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix.

|   |   |  |
|---|---|--|
| <b>Hydric Soil Indicators:</b><br><input type="checkbox"/> Histosol (A1)<br><input type="checkbox"/> Histic Epipedon (A2)<br><input type="checkbox"/> Black Histic (A3)<br><input type="checkbox"/> Hydrogen Sulfide (A4)<br><input type="checkbox"/> Stratified Layers (A5)<br><input type="checkbox"/> 2 cm Muck (A10)<br><input type="checkbox"/> Depleted Below Dark Surface (A11)<br><input type="checkbox"/> Thick Dark Surface (A12)<br><input type="checkbox"/> Sandy Mucky Mineral (S1)<br><input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) | <input type="checkbox"/> Sandy Gleyed Matrix (S4)<br><input type="checkbox"/> Sandy Redox (S5)<br><input type="checkbox"/> Stripped Matrix (S6)<br><input type="checkbox"/> Dark Surface (S7)<br><input type="checkbox"/> Loamy Mucky Mineral (F1)<br><input type="checkbox"/> Loamy Gleyed Matrix (F2)<br><input checked="" type="checkbox"/> Depleted Matrix (F3)<br><input type="checkbox"/> Redox Dark Surface (F6)<br><input type="checkbox"/> Depleted Dark Surface (F7)<br><input type="checkbox"/> Redox Depressions (F8) | <b>Indicators for Problematic Hydric Soils<sup>3</sup>:</b><br><input type="checkbox"/> Coast Prairie Redox (A16)<br><input type="checkbox"/> Iron-Manganese Masses (F12)<br><input type="checkbox"/> Red Parent Material (F21)<br><input type="checkbox"/> Very Shallow Dark Surface (F22)<br><input type="checkbox"/> Other (Explain in Remarks) |
|---|---|--|

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**  
 Type: \_\_\_\_\_  
 Depth (inches): \_\_\_\_\_

**Hydric Soil Present?**      Yes       No \_\_\_\_\_

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

|  |   |  |
|--|---|--|
| <b>Primary Indicators (minimum of one is required; check all that apply)</b> |   | <b>Secondary Indicators (minimum of two required)</b>              |
| <input type="checkbox"/> Surface Water (A1)                                  | <input type="checkbox"/> Water-Stained Leaves (B9)                  | <input type="checkbox"/> Surface Soil Cracks (B6)                  |
| <input checked="" type="checkbox"/> High Water Table (A2)                    | <input type="checkbox"/> Aquatic Fauna (B13)                        | <input checked="" type="checkbox"/> Drainage Patterns (B10)        |
| <input checked="" type="checkbox"/> Saturation (A3)                          | <input checked="" type="checkbox"/> True Aquatic Plants (B14)       | <input type="checkbox"/> Dry-Season Water Table (C2)               |
| <input type="checkbox"/> Water Marks (B1)                                    | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 | <input type="checkbox"/> Crayfish Burrows (C8)                     |
| <input type="checkbox"/> Sediment Deposits (B2)                              | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3)                                 | <input type="checkbox"/> Presence of Reduced Iron (C4)              | <input type="checkbox"/> Stunted or Stressed Plants (D1)           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                             | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input checked="" type="checkbox"/> Geomorphic Position (D2)       |
| <input type="checkbox"/> Iron Deposits (B5)                                  | <input type="checkbox"/> Thin Muck Surface (C7)                     | <input checked="" type="checkbox"/> FAC-Neutral Test (D5)          |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)           | <input type="checkbox"/> Gauge or Well Data (D9)                    | <input type="checkbox"/> Other (Explain in Remarks)                |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)             |   |  |

**Field Observations:**

|  |   |  |                          |  |
|--|---|--|--------------------------|--|
| Surface Water Present?                             | Yes _____                               | No <input checked="" type="checkbox"/> | Depth (inches): _____    | <b>Wetland Hydrology Present?</b> Yes <input checked="" type="checkbox"/> No _____ |
| Water Table Present?                               | Yes <input checked="" type="checkbox"/> | No _____                               | Depth (inches): <u>6</u> |  |
| Saturation Present?<br>(includes capillary fringe) | Yes <input checked="" type="checkbox"/> | No _____                               | Depth (inches): <u>0</u> |  |

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Salvation Army Property, 310 Lake Street City/County: Delaware/Delaware Sampling Date: 03/04/2022  
 Applicant/Owner: T&R Properties State: OH Sampling Point: SP-23  
 Investigator(s): H. Roach & A. Colosimo Section, Township, Range: S0, T5N, R19W  
 Landform (hillside, terrace, etc.): Former lake bottom (Depression) Local relief (concave, convex, none): Concave  
 Slope (%): 0 Lat: 40.3105018 Long: -83.05357984 Datum: NAD83  
 Soil Map Unit Name: Water NWI classification: PUBGh

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|   |   |
|---|---|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>X</u> No <u>    </u><br>Wetland Hydrology Present? Yes <u>X</u> No <u>    </u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>X</u> No <u>    </u> |
| Remarks:<br>According to USACE's Antecedent Precipitation Tool, conditions on-site are considered normal.   |   |

**VEGETATION – Use scientific names of plants.**

| Tree Stratum  | (Plot size: <u>30</u> ) | Absolute % Cover | Dominant Species? | Indicator Status |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
|---|-------------------------|------------------|-------------------|------------------|---|-------------------|--------------|------------------------|------------------|-----------------------|----------------|-----------------------|-----------------|-----------------------|----------------|----------------------|----------------|-------------------------------|----------------|--------------------------------------|--|
| 1. _____  |                         |                  |                   |                  | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>3</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)  |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| <b>Sapling/Shrub Stratum</b> (Plot size: <u>15</u> )          |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 1. <u>Salix nigra</u>   |                         | <u>30</u>        | <u>Yes</u>        | <u>OBL</u>       | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Total % Cover of:</td> <td style="width:50%; text-align: center;">Multiply by:</td> </tr> <tr> <td>OBL species <u>125</u></td> <td>x 1 = <u>125</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>30</u></td> <td>x 3 = <u>90</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>155</u> (A)</td> <td><u>215</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>1.39</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>125</u> | x 1 = <u>125</u> | FACW species <u>0</u> | x 2 = <u>0</u> | FAC species <u>30</u> | x 3 = <u>90</u> | FACU species <u>0</u> | x 4 = <u>0</u> | UPL species <u>0</u> | x 5 = <u>0</u> | Column Totals: <u>155</u> (A) | <u>215</u> (B) | Prevalence Index = B/A = <u>1.39</u> |  |
| Total % Cover of:   | Multiply by:            |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| OBL species <u>125</u>  | x 1 = <u>125</u>        |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| FACW species <u>0</u>   | x 2 = <u>0</u>          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| FAC species <u>30</u>   | x 3 = <u>90</u>         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| FACU species <u>0</u>   | x 4 = <u>0</u>          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| UPL species <u>0</u>  | x 5 = <u>0</u>          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| Column Totals: <u>155</u> (A)                                 | <u>215</u> (B)          |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| Prevalence Index = B/A = <u>1.39</u>                          |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 2. <u>Populus deltoides</u>                                   |                         | <u>30</u>        | <u>Yes</u>        | <u>FAC</u>       |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| <b>Herb Stratum</b> (Plot size: <u>5</u> )                    |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 1. <u>Leersia oryzoides</u>                                   |                         | <u>95</u>        | <u>Yes</u>        | <u>OBL</u>       | <b>Hydrophytic Vegetation Indicators:</b><br><u>1</u> - Rapid Test for Hydrophytic Vegetation<br><u>X</u> <u>2</u> - Dominance Test is >50%<br><u>X</u> <u>3</u> - Prevalence Index is ≤3.0 <sup>1</sup><br><u>    </u> <u>4</u> - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)<br><u>    </u> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.  |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 6. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 7. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 8. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 9. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 10. _____   |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| <b>Woody Vine Stratum</b> (Plot size: <u>30</u> )             |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 1. _____  |                         |                  |                   |                  | <b>Hydrophytic Vegetation Present?</b> Yes <u>X</u> No <u>X</u>   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| =Total Cover  |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |
| Remarks: (Include photo numbers here or on a separate sheet.) |                         |                  |                   |                  |   |                   |              |                        |                  |                       |                |                       |                 |                       |                |                      |                |                               |                |                                      |  |

**SOIL**

Sampling Point: SP-23

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

| Depth<br>(inches) | Matrix        |     | Redox Features |    |                   |                  | Texture      | Remarks                        |
|-------------------|---------------|-----|----------------|----|-------------------|------------------|--------------|--------------------------------|
|                   | Color (moist) | %   | Color (moist)  | %  | Type <sup>1</sup> | Loc <sup>2</sup> |              |                                |
| 0-14              | 10YR 4/1      | 75  | 7.5YR 4/6      | 25 | C                 | PL/M             | Loamy/Clayey | Prominent redox concentrations |
| 14-16             | N 2.5/        | 100 |                |    |                   |                  | Muck         | Gley 2                         |
|                   |               |     |                |    |                   |                  |              |                                |
|                   |               |     |                |    |                   |                  |              |                                |
|                   |               |     |                |    |                   |                  |              |                                |
|                   |               |     |                |    |                   |                  |              |                                |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix.

|  |  |   |
|--|--|---|
| <p><b>Hydric Soil Indicators:</b></p> <p><input type="checkbox"/> Histosol (A1)</p> <p><input type="checkbox"/> Histic Epipedon (A2)</p> <p><input type="checkbox"/> Black Histic (A3)</p> <p><input type="checkbox"/> Hydrogen Sulfide (A4)</p> <p><input type="checkbox"/> Stratified Layers (A5)</p> <p><input type="checkbox"/> 2 cm Muck (A10)</p> <p><input type="checkbox"/> Depleted Below Dark Surface (A11)</p> <p><input type="checkbox"/> Thick Dark Surface (A12)</p> <p><input type="checkbox"/> Sandy Mucky Mineral (S1)</p> <p><input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)</p> | <p><input type="checkbox"/> Sandy Gleyed Matrix (S4)</p> <p><input type="checkbox"/> Sandy Redox (S5)</p> <p><input type="checkbox"/> Stripped Matrix (S6)</p> <p><input type="checkbox"/> Dark Surface (S7)</p> <p><input type="checkbox"/> Loamy Mucky Mineral (F1)</p> <p><input type="checkbox"/> Loamy Gleyed Matrix (F2)</p> <p><input checked="" type="checkbox"/> Depleted Matrix (F3)</p> <p><input type="checkbox"/> Redox Dark Surface (F6)</p> <p><input type="checkbox"/> Depleted Dark Surface (F7)</p> <p><input type="checkbox"/> Redox Depressions (F8)</p> | <p><b>Indicators for Problematic Hydric Soils<sup>3</sup>:</b></p> <p><input type="checkbox"/> Coast Prairie Redox (A16)</p> <p><input type="checkbox"/> Iron-Manganese Masses (F12)</p> <p><input type="checkbox"/> Red Parent Material (F21)</p> <p><input type="checkbox"/> Very Shallow Dark Surface (F22)</p> <p><input type="checkbox"/> Other (Explain in Remarks)</p> |
|--|--|---|

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

|  |  |
|--|--|
| <p><b>Restrictive Layer (if observed):</b></p> <p>Type: _____</p> <p>Depth (inches): _____</p> | <p><b>Hydric Soil Present?</b>      Yes <input checked="" type="checkbox"/>      No <input type="checkbox"/></p> |
|--|--|

Remarks:

**HYDROLOGY**

|  |  |  |
|--|--|--|
| <p><b>Wetland Hydrology Indicators:</b></p> <p><u>Primary Indicators (minimum of one is required; check all that apply)</u></p> <p><input type="checkbox"/> Surface Water (A1)</p> <p><input checked="" type="checkbox"/> High Water Table (A2)</p> <p><input checked="" type="checkbox"/> Saturation (A3)</p> <p><input type="checkbox"/> Water Marks (B1)</p> <p><input type="checkbox"/> Sediment Deposits (B2)</p> <p><input checked="" type="checkbox"/> Drift Deposits (B3)</p> <p><input type="checkbox"/> Algal Mat or Crust (B4)</p> <p><input type="checkbox"/> Iron Deposits (B5)</p> <p><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</p> <p><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</p> | <p><u>Secondary Indicators (minimum of two required)</u></p> <p><input type="checkbox"/> Water-Stained Leaves (B9)</p> <p><input type="checkbox"/> Aquatic Fauna (B13)</p> <p><input checked="" type="checkbox"/> True Aquatic Plants (B14)</p> <p><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</p> <p><input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)</p> <p><input type="checkbox"/> Presence of Reduced Iron (C4)</p> <p><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</p> <p><input type="checkbox"/> Thin Muck Surface (C7)</p> <p><input type="checkbox"/> Gauge or Well Data (D9)</p> <p><input type="checkbox"/> Other (Explain in Remarks)</p> | <p><input type="checkbox"/> Surface Soil Cracks (B6)</p> <p><input checked="" type="checkbox"/> Drainage Patterns (B10)</p> <p><input type="checkbox"/> Dry-Season Water Table (C2)</p> <p><input type="checkbox"/> Crayfish Burrows (C8)</p> <p><input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)</p> <p><input type="checkbox"/> Stunted or Stressed Plants (D1)</p> <p><input checked="" type="checkbox"/> Geomorphic Position (D2)</p> <p><input checked="" type="checkbox"/> FAC-Neutral Test (D5)</p> |
|--|--|--|

|  |  |
|--|--|
| <p><b>Field Observations:</b></p> <p>Surface Water Present?    Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/>    Depth (inches): _____</p> <p>Water Table Present?      Yes <input checked="" type="checkbox"/>    No <input type="checkbox"/>      Depth (inches): <u>6</u></p> <p>Saturation Present?        Yes <input checked="" type="checkbox"/>    No <input type="checkbox"/>        Depth (inches): <u>0</u></p> <p>(includes capillary fringe)</p> | <p><b>Wetland Hydrology Present?</b>    Yes <input checked="" type="checkbox"/>    No <input type="checkbox"/></p> |
|--|--|

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:



**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Salvation Army Property, 310 Lake Street City/County: Delaware/Delaware Sampling Date: 03/04/2022  
 Applicant/Owner: T&R Properties State: OH Sampling Point: SP-24  
 Investigator(s): H. Roach & A. Colosimo Section, Township, Range: S0, T5N, R19W  
 Landform (hillside, terrace, etc.): Former lake bottom (Depression) Local relief (concave, convex, none): Concave  
 Slope (%): 5-8 Lat: 40.30974658 Long: -83.04944817 Datum: NAD83  
 Soil Map Unit Name: Sloan silty clay loam, till substratum, 0 to 2 percent slopes, occasionally flooded NWI classification: PUBGh  
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No      (If no, explain in Remarks.)  
 Are Vegetation No, Soil No, or Hydrology No significantly disturbed? Are "Normal Circumstances" present? Yes X No       
 Are Vegetation No, Soil No, or Hydrology No naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

|   |   |
|---|---|
| Hydrophytic Vegetation Present? Yes <u>X</u> No <u>    </u><br>Hydric Soil Present? Yes <u>X</u> No <u>    </u><br>Wetland Hydrology Present? Yes <u>X</u> No <u>    </u> | <b>Is the Sampled Area within a Wetland?</b><br>Yes <u>X</u> No <u>    </u> |
| Remarks:<br>According to USACE's Antecedent Precipitation Tool, conditions on-site are considered normal.   |   |

**VEGETATION – Use scientific names of plants.**

| <u>Tree Stratum</u> (Plot size: <u>30</u> )                   | Absolute % Cover | Dominant Species? | Indicator Status |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
|---|------------------|-------------------|------------------|---|-------------------|--------------|------------------------|------------------|------------------------|-----------------|----------------------|----------------|-----------------------|----------------|----------------------|----------------|-------------------------------|----------------|--------------------------------------|--|
| 1. <u>Salix nigra</u>   | 10               | Yes               | OBL              | <b>Dominance Test worksheet:</b><br>Number of Dominant Species That Are OBL, FACW, or FAC: <u>4</u> (A)<br>Total Number of Dominant Species Across All Strata: <u>4</u> (B)<br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)  |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 10 = Total Cover  |                  |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| <u>Sapling/Shrub Stratum</u> (Plot size: <u>15</u> )          |                  |                   |                  | <b>Prevalence Index worksheet:</b><br><table style="width:100%; border:none;"> <tr> <td style="text-align:right;">Total % Cover of:</td> <td style="text-align:right;">Multiply by:</td> </tr> <tr> <td>OBL species <u>120</u></td> <td>x 1 = <u>120</u></td> </tr> <tr> <td>FACW species <u>40</u></td> <td>x 2 = <u>80</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>160</u> (A)</td> <td><u>200</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>1.25</u></td> </tr> </table> | Total % Cover of: | Multiply by: | OBL species <u>120</u> | x 1 = <u>120</u> | FACW species <u>40</u> | x 2 = <u>80</u> | FAC species <u>0</u> | x 3 = <u>0</u> | FACU species <u>0</u> | x 4 = <u>0</u> | UPL species <u>0</u> | x 5 = <u>0</u> | Column Totals: <u>160</u> (A) | <u>200</u> (B) | Prevalence Index = B/A = <u>1.25</u> |  |
| Total % Cover of:   | Multiply by:     |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| OBL species <u>120</u>  | x 1 = <u>120</u> |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| FACW species <u>40</u>  | x 2 = <u>80</u>  |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| FAC species <u>0</u>  | x 3 = <u>0</u>   |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| FACU species <u>0</u>   | x 4 = <u>0</u>   |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| UPL species <u>0</u>  | x 5 = <u>0</u>   |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Column Totals: <u>160</u> (A)                                 | <u>200</u> (B)   |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Prevalence Index = B/A = <u>1.25</u>                          |                  |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 1. <u>Salix nigra</u>   | 50               | Yes               | OBL              |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 50 = Total Cover  |                  |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| <u>Herb Stratum</u> (Plot size: <u>5</u> )                    |                  |                   |                  | <b>Hydrophytic Vegetation Indicators:</b><br>___ 1 - Rapid Test for Hydrophytic Vegetation<br><u>X</u> 2 - Dominance Test is >50%<br><u>X</u> 3 - Prevalence Index is ≤3.0 <sup>1</sup><br>___ 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)<br>___ Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)<br><sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.  |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 1. <u>Leersia oryzoides</u>                                   | 60               | Yes               | OBL              |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. <u>Lysimachia nummularia</u>                               | 40               | Yes               | FACW             |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 3. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 4. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 5. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 6. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 7. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 8. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 9. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 10. _____   | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 100 = Total Cover   |                  |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| <u>Woody Vine Stratum</u> (Plot size: <u>30</u> )             |                  |                   |                  | <b>Hydrophytic Vegetation Present?</b> Yes <u>X</u> No <u>X</u>   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 1. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| 2. _____  | _____            | _____             | _____            |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| _____ = Total Cover   |                  |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |
| Remarks: (Include photo numbers here or on a separate sheet.) |                  |                   |                  |   |                   |              |                        |                  |                        |                 |                      |                |                       |                |                      |                |                               |                |                                      |  |

**SOIL**

Sampling Point: SP-24

| Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) |               |    |                |    |                   |                  |              |                                |
|---|---------------|----|----------------|----|-------------------|------------------|--------------|--------------------------------|
| Depth<br>(inches)   | Matrix        |    | Redox Features |    |                   |                  | Texture      | Remarks                        |
|   | Color (moist) | %  | Color (moist)  | %  | Type <sup>1</sup> | Loc <sup>2</sup> |              |                                |
| 0-5   | 10YR 3/1      | 95 | 10YR 3/6       | 5  | C                 | PL/M             | Loamy/Clayey | Prominent redox concentrations |
| 5-16  | 10YR 3/1      | 70 | 5R 4/6         | 30 | C                 | PL/M             | Loamy/Clayey |                                |
|   |               |    |                |    |                   |                  |              |                                |
|   |               |    |                |    |                   |                  |              |                                |
|   |               |    |                |    |                   |                  |              |                                |
|   |               |    |                |    |                   |                  |              |                                |
|   |               |    |                |    |                   |                  |              |                                |

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

Secondary Indicators (minimum of two required)

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Surface Water (A1)             | <input type="checkbox"/> Water-Stained Leaves (B9)                  | <input type="checkbox"/> Surface Soil Cracks (B6)                  |
| <input checked="" type="checkbox"/> High Water Table (A2)          | <input type="checkbox"/> Aquatic Fauna (B13)                        | <input checked="" type="checkbox"/> Drainage Patterns (B10)        |
| <input type="checkbox"/> Saturation (A3)                           | <input type="checkbox"/> True Aquatic Plants (B14)                  | <input type="checkbox"/> Dry-Season Water Table (C2)               |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 | <input type="checkbox"/> Crayfish Burrows (C8)                     |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) | <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              | <input type="checkbox"/> Stunted or Stressed Plants (D1)           |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) | <input checked="" type="checkbox"/> Geomorphic Position (D2)       |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     | <input checked="" type="checkbox"/> FAC-Neutral Test (D5)          |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |  |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input type="checkbox"/> Other (Explain in Remarks)                 |  |

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): 0  
 Water Table Present? Yes  No  Depth (inches): 6  
 Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

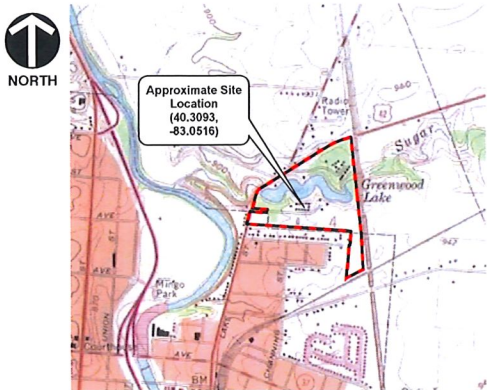
---

**ATTACHMENT D**


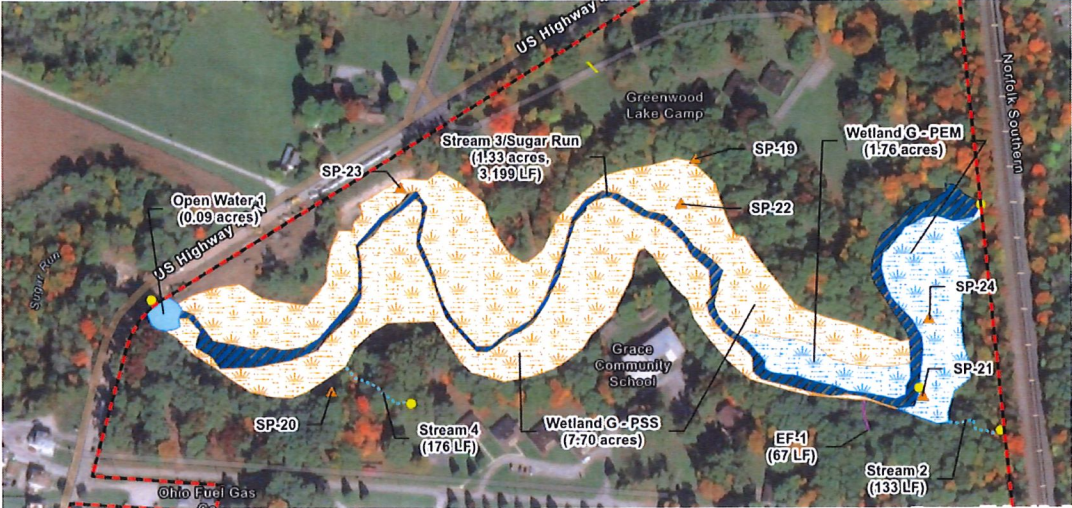
**ORAM FORM**

---

## Background Information

|  |   |
|--|---|
| <b>Name:</b>   | Haylee Roach  |
| <b>Date:</b>   | August 22, 2022   |
| <b>Affiliation:</b>  | Civil & Environmental Consultants, Inc.   |
| <b>Address:</b>  | 250 W. Old Wilson Bridge Road, Suite 250, Worthington, OH 43085   |
| <b>Phone Number:</b>   | (614) 307-4516  |
| <b>e-mail address:</b>   | hroach@cecinc.com   |
| <b>Name of Wetland:</b>  | Wetland G   |
| <b>Vegetation Communit(ies):</b>   | PEM/ PSS  |
| <b>HGM Class(es):</b>  | Depressional  |
| <b>Location of Wetland: include map, address, north arrow, landmarks, distances, roads, etc.</b> |                            |
| <b>Lat/Long or UTM Coordinate</b>  | 40.31000, -83.05249   |
| <b>USGS Quad Name</b>  | Delaware, Ohio  |
| <b>County</b>  | Delaware  |
| <b>Township</b>  | Delaware  |
| <b>Section and Subsection</b>  | S0, T5N, R19W   |
| <b>Hydrologic Unit Code</b>  | HUC12: 050600011007   |
| <b>Site Visit</b>  | March 4, 2022   |
| <b>National Wetland Inventory Map</b>  | PUBGh   |
| <b>Ohio Wetland Inventory Map</b>  | N/A   |
| <b>Soil Survey</b>   | Water, Sloan silty clay loam, till substratum, 0 to 2 percent slopes, occasionally flooded                    |
| <b>Delineation report/map</b>  | Jurisdictional Determination Request Addendum, Salvation Army Property, 310 Lake Street, CEC Project #320-421 |



|   |             |
|---|-------------|
| Name of Wetland: Wetland G  |             |
| Wetland Size (acres, hectares):   | 9.46        |
| Sketch: Include north arrow, relationship with other surface waters, vegetation zones, etc.   |             |
| <br>   |             |
| <p>Comments, Narrative Discussion, Justification of Category Changes:</p> <p>Wetland G is an approximately 9.46-acre PEM/PSS wetland complex identified in the central portion of the Site. The wetland is located within a depression that was the bottom of Greenwood Lake prior to the lake being drained in 2020. It appears that hydrology for the wetland is from Stream 2, Stream 4, Sugar Run, overland flow, precipitation and groundwater. At the sample points (SP-21, SP-22, SP-23 and SP-24) for the wetland, the plant community was dominated by rice cut grass (<i>Leersia oryzoides</i>), black willow (<i>Salix nigra</i>), eastern cottonwood (<i>Populus deltoides</i>) and creeping-jenny (<i>Lysimachia nummularia</i>). Indicators of wetland hydrology included surface water, high water table, drainage patterns, geomorphic position, FAC-Neutral test and true aquatic plants. Observed hydric soil indicators were depleted matrix and redox dark surface.</p> |             |
| Final score : 48  | Category: 2 |

## Scoring Boundary Worksheet

**INSTRUCTIONS.** The initial step in completing the ORAM is to identify the “scoring boundaries” of the wetland being rated. In many instances this determination will be relatively easy and the scoring boundaries will coincide with the “jurisdictional boundaries.” For example, the scoring boundary of an isolated cattail marsh located in the middle of a farm field will likely be the same as that wetland’s jurisdictional boundaries. In other instances, however, the scoring boundary will not be as easily determined. Wetlands that are small or isolated from other surface waters often form large contiguous areas or heterogeneous complexes of wetland and upland. In separating wetlands for scoring purposes, the hydrologic regime of the wetland is the main criterion that should be used. Boundaries between contiguous or connected wetlands should be established where the volume, flow, or velocity of water moving through the wetland changes significantly. *Areas with a high degree of hydrologic interaction should be scored as a single wetland.* In determining a wetland’s scoring boundaries, use the guidelines in the ORAM Manual Section 5.0. In certain instances, it may be difficult to establish the scoring boundary for the wetland being rated. These problem situations include wetlands that form a patchwork on the landscape, wetlands divided by artificial boundaries like property fences, roads, or railroad embankments, wetlands that are contiguous with streams, lakes, or rivers, and estuarine or coastal wetlands. These situations are discussed below, however, it is recommended that Rater contact Ohio EPA, Division of Surface Water, 401/Wetlands Section if there are additional questions or a need for further clarification of the appropriate scoring boundaries of a particular wetland.

| #             | Steps in properly establishing scoring boundaries   | done? | not applicable |
|---------------|---|-------|----------------|
| <b>Step 1</b> | Identify the wetland area of interest. This may be the site of a proposed impact, a reference site, conservation site, etc.   | X     |                |
| <b>Step 2</b> | Identify the locations where there is physical evidence that hydrology changes rapidly. Such evidence includes both natural and human-induced changes including, constrictions caused by berms or dikes, points where the water velocity changes rapidly at rapids or falls, points where significant inflows occur at the confluence of rivers, or other factors that may restrict hydrologic interaction between the wetlands or parts of a single wetland. |       | X              |
| <b>Step 3</b> | Delineate the boundary of the wetland to be rated such that all areas of interest that are contiguous to and within the areas where the hydrology does not change significantly, i.e. areas that have a high degree of hydrologic interaction are included within the scoring boundary.   |       | X              |
| <b>Step 4</b> | Determine if artificial boundaries, such as property lines, state lines, roads, railroad embankments, etc., are present. These should not be used to establish scoring boundaries unless they coincide with areas where the hydrologic regime changes.  | X     |                |
| <b>Step 5</b> | In all instances, the Rater may enlarge the minimum scoring boundaries discussed here to score together wetlands that could be scored separately.   |       | X              |
| <b>Step 6</b> | Consult ORAM Manual Section 5.0 for how to establish scoring boundaries for wetlands that form a patchwork on the landscape, divided by artificial boundaries, contiguous to streams, lakes or rivers, or for dual classifications.   |       | X              |

**End of Scoring Boundary Determination. Begin Narrative Rating on next page.**

### Narrative Rating

INSTRUCTIONS. Answer each of the following questions. Questions 1, 2, 3 and 4 should be answered based on information obtained from the site visit or the literature *and* by submitting a Data Services Request to the Ohio Department of Natural Resources, Division of Natural Areas and Preserves, Natural Heritage Data Services, 1889 Fountain Square Court, Building F-1, Columbus, Ohio 43224, 614-265-6453 (phone), 614-265-3096 (fax), <http://www.dnr.state.oh.us/dnap>. The remaining questions are designed to be answered primarily by the results of the site visit. Refer to the User's Manual for descriptions of these wetland types. Note: "Critical habitat" is legally defined in the Endangered Species Act and is the geographic area containing physical or biological features essential to the conservation of a listed species or as an area that may require special management considerations or protection. The Rater should contact the Region 3 Headquarters or the Columbus Ecological Services Office for updates as to whether critical habitat has been designated for other federally listed threatened or endangered species. "Documented" means the wetland is listed in the appropriate State of Ohio database.

| #  | Question  | Circle one  |  |
|----|---|---|--|
| 1  | <b>Critical Habitat.</b> Is the wetland in a township, section, or subsection of a United States Geological Survey 7.5 minute Quadrangle that has been designated by the U.S. Fish and Wildlife Service as "critical habitat" for any threatened or endangered plant or animal species? Note: as of January 1, 2001, of the federally listed endangered or threatened species which can be found in Ohio, the Indiana Bat has had critical habitat designated (50 CFR 17.95(a)) and the piping plover has had critical habitat proposed (65 FR 41812 July 6, 2000). | YES<br><br>Wetland should be evaluated for possible Category 3 status<br><br>Go to Question 2 | <input checked="" type="radio"/> NO<br><br>Go to Question 2  |
| 2  | <b>Threatened or Endangered Species.</b> Is the wetland known to contain an individual of, or documented occurrences of federal or state-listed threatened or endangered plant or animal species?   | YES<br><br>Wetland is a Category 3 wetland.<br><br>Go to Question 3                           | <input checked="" type="radio"/> NO<br><br>Go to Question 3  |
| 3  | <b>Documented High Quality Wetland.</b> Is the wetland on record in Natural Heritage Database as a high quality wetland?  | YES<br><br>Wetland is a Category 3 wetland<br><br>Go to Question 4                            | <input checked="" type="radio"/> NO<br><br>Go to Question 4  |
| 4  | <b>Significant Breeding or Concentration Area.</b> Does the wetland contain documented regionally significant breeding or nonbreeding waterfowl, neotropical songbird, or shorebird concentration areas?  | YES<br><br>Wetland is a Category 3 wetland<br><br>Go to Question 5                            | <input checked="" type="radio"/> NO<br><br>Go to Question 5  |
| 5  | <b>Category 1 Wetlands.</b> Is the wetland less than 0.5 hectares (1 acre) in size and <b>hydrologically isolated</b> and either 1) comprised of vegetation that is dominated (greater than eighty per cent areal cover) by <i>Phalaris arundinacea</i> , <i>Lythrum salicaria</i> , or <i>Phragmites australis</i> , or 2) an acidic pond created or excavated on mined lands that has little or no vegetation?  | YES<br><br>Wetland is a Category 1 wetland<br><br>Go to Question 6                            | <input checked="" type="radio"/> NO<br><br>Go to Question 6  |
| 6  | <b>Bogs.</b> Is the wetland a peat-accumulating wetland that 1) has no significant inflows or outflows, 2) supports acidophilic mosses, particularly <i>Sphagnum</i> spp., 3) the acidophilic mosses have >30% cover, 4) at least one species from Table 1 is present, and 5) the cover of invasive species (see Table 1) is <25%?  | YES<br><br>Wetland is a Category 3 wetland<br><br>Go to Question 7                            | <input checked="" type="radio"/> NO<br><br>Go to Question 7  |
| 7  | <b>Fens.</b> Is the wetland a carbon accumulating (peat, muck) wetland that is saturated during most of the year, primarily by a discharge of free flowing, mineral rich, ground water with a circumneutral ph (5.5-9.0) and with one or more plant species listed in Table 1 and the cover of invasive species listed in Table 1 is <25%?  | YES<br><br>Wetland is a Category 3 wetland<br><br>Go to Question 8a                           | <input checked="" type="radio"/> NO<br><br>Go to Question 8a |
| 8a | <b>"Old Growth Forest."</b> Is the wetland a forested wetland and is the forest characterized by, but not limited to, the following characteristics: overstory canopy trees of great age (exceeding at least 50% of a projected maximum attainable age for a species); little or no evidence of human-caused understory disturbance during the past 80 to 100 years; an all-aged structure and multilayered canopies; aggregations of canopy trees interspersed with canopy gaps; and significant numbers of standing dead snags and downed logs?                   | YES<br><br>Wetland is a Category 3 wetland.<br><br>Go to Question 8b                          | <input checked="" type="radio"/> NO<br><br>Go to Question 8b |



|    |   |   |  |
|----|---|---|--|
| 8b | <b>Mature forested wetlands.</b> Is the wetland a forested wetland with 50% or more of the cover of upper forest canopy consisting of deciduous trees with large diameters at breast height (dbh), generally diameters greater than 45cm (17.7in) dbh?  | YES<br><br>Wetland should be evaluated for possible Category 3 status.<br><br>Go to Question 9a           | <input type="radio"/> NO<br><br>Go to Question 9a            |
| 9a | <b>Lake Erie coastal and tributary wetlands.</b> Is the wetland located at an elevation less than 575 feet on the USGS map, adjacent to this elevation, or along a tributary to Lake Erie that is accessible to fish?   | YES<br><br>Go to Question 9b  | <input type="radio"/> NO<br><br>Go to Question 10            |
| 9b | Does the wetland's hydrology result from measures designed to prevent erosion and the loss of aquatic plants, i.e. the wetland is partially hydrologically restricted from Lake Erie due to lakeward or landward dikes or other hydrological controls?  | YES<br><br>Wetland should be evaluated for possible Category 3 status<br><br>Go to Question 10            | <input type="radio"/> NO<br><br>Go to Question 9c            |
| 9c | Are Lake Erie water levels the wetland's primary hydrological influence, i.e. the wetland is hydrologically unrestricted (no lakeward or upland border alterations), or the wetland can be characterized as an "estuarine" wetland with lake and river influenced hydrology. These include sandbar deposition wetlands, estuarine wetlands, river mouth wetlands, or those dominated by submersed aquatic vegetation.   | YES<br><br>Go to Question 9d  | <input type="radio"/> NO<br><br>Go to Question 10            |
| 9d | Does the wetland have a predominance of native species within its vegetation communities, although non-native or disturbance tolerant native species can also be present?   | YES<br><br>Wetland is a Category 3 wetland<br><br>Go to Question 10                                       | <input type="radio"/> NO<br><br>Go to Question 9e            |
| 9e | Does the wetland have a predominance of non-native or disturbance tolerant native plant species within its vegetation communities?  | YES<br><br>Wetland should be evaluated for possible Category 3 status<br><br>Go to Question 10            | <input type="radio"/> NO<br><br>Go to Question 10            |
| 10 | <b>Lake Plain Sand Prairies (Oak Openings)</b> Is the wetland located in Lucas, Fulton, Henry, or Wood Counties and can the wetland be characterized by the following description: the wetland has a sandy substrate with interspersed organic matter, a water table often within several inches of the surface, and often with a dominance of the gramineous vegetation listed in Table 1 (woody species may also be present). The Ohio Department of Natural Resources Division of Natural Areas and Preserves can provide assistance in confirming this type of wetland and its quality. | YES<br><br>Wetland is a Category 3 wetland.<br><br>Go to Question 11                                      | <input type="radio"/> NO<br><br>Go to Question 11            |
| 11 | <b>Relict Wet Prairies.</b> Is the wetland a relict wet prairie community dominated by some or all of the species in Table 1. Extensive prairies were formerly located in the Darby Plains (Madison and Union Counties), Sandusky Plains (Wyandot, Crawford, and Marion Counties), northwest Ohio (e.g. Erie, Huron, Lucas, Wood Counties), and portions of western Ohio Counties (e.g. Darke, Mercer, Miami, Montgomery, Van Wert etc.).   | YES<br><br>Wetland should be evaluated for possible Category 3 status<br><br>Complete Quantitative Rating | <input type="radio"/> NO<br><br>Complete Quantitative Rating |



**Table 1. Characteristic plant species.**

| <b>invasive/exotic spp</b>   | <b>fen species</b>                           | <b>bog species</b>                            | <b>Oak Opening species</b>      | <b>wet prairie species</b>       |
|------------------------------|--|---|---------------------------------|----------------------------------|
| <i>Lythrum salicaria</i>     | <i>Zygadenus elegans</i> var. <i>glaucus</i> | <i>Calla palustris</i>                        | <i>Carex cryptolepis</i>        | <i>Calamagrostis canadensis</i>  |
| <i>Myriophyllum spicatum</i> | <i>Cacalia plantaginea</i>                   | <i>Carex atlantica</i> var. <i>capillacea</i> | <i>Carex lasiocarpa</i>         | <i>Calamagrostis stricta</i>     |
| <i>Najas minor</i>           | <i>Carex flava</i>                           | <i>Carex echinata</i>                         | <i>Carex stricta</i>            | <i>Carex atherodes</i>           |
| <i>Phalaris arundinacea</i>  | <i>Carex sterilis</i>                        | <i>Carex oligosperma</i>                      | <i>Cladium mariscoides</i>      | <i>Carex buxbaumii</i>           |
| <i>Phragmites australis</i>  | <i>Carex stricta</i>                         | <i>Carex trisperma</i>                        | <i>Calamagrostis stricta</i>    | <i>Carex pellita</i>             |
| <i>Potamogeton crispus</i>   | <i>Deschampsia caespitosa</i>                | <i>Chamaedaphne calyculata</i>                | <i>Calamagrostis canadensis</i> | <i>Carex sartwellii</i>          |
| <i>Ranunculus ficaria</i>    | <i>Eleocharis rostellata</i>                 | <i>Decodon verticillatus</i>                  | <i>Quercus palustris</i>        | <i>Gentiana andrewsii</i>        |
| <i>Rhamnus frangula</i>      | <i>Eriophorum viridicarinum</i>              | <i>Eriophorum virginicum</i>                  |                                 | <i>Helianthus grosseserratus</i> |
| <i>Typha angustifolia</i>    | <i>Gentianopsis</i> spp.                     | <i>Larix laricina</i>                         |                                 | <i>Liatris spicata</i>           |
| <i>Typha xglauca</i>         | <i>Lobelia kalmii</i>                        | <i>Nemopanthus mucronatus</i>                 |                                 | <i>Lysimachia quadriflora</i>    |
|                              | <i>Parnassia glauca</i>                      | <i>Scheuchzeria palustris</i>                 |                                 | <i>Lythrum alatum</i>            |
|                              | <i>Potentilla fruticosa</i>                  | <i>Sphagnum</i> spp.                          |                                 | <i>Pycnanthemum virginianum</i>  |
|                              | <i>Rhamnus alnifolia</i>                     | <i>Vaccinium macrocarpon</i>                  |                                 | <i>Silphium terebinthinaceum</i> |
|                              | <i>Rhynchospora capillacea</i>               | <i>Vaccinium corymbosum</i>                   |                                 | <i>Sorghastrum nutans</i>        |
|                              | <i>Salix candida</i>                         | <i>Vaccinium oxycoccos</i>                    |                                 | <i>Spartina pectinata</i>        |
|                              | <i>Salix myricoides</i>                      | <i>Woodwardia virginica</i>                   |                                 | <i>Solidago riddellii</i>        |
|                              | <i>Salix serissima</i>                       | <i>Xyris difformis</i>                        |                                 |                                  |
|                              | <i>Solidago ohioensis</i>                    |   |                                 |                                  |
|                              | <i>Tofteldia glutinosa</i>                   |   |                                 |                                  |
|                              | <i>Triglochin maritimum</i>                  |   |                                 |                                  |
|                              | <i>Triglochin palustre</i>                   |   |                                 |                                  |

**End of Narrative Rating. Begin Quantitative Rating on next page.**

**Site:** Salvation Army Property, 310 Lake Street | **Rater(s):** Haylee Roach | **Date:** 03/04/2022

|            |          |
|------------|----------|
| 3          | 3        |
| max 6 pts. | subtotal |

**Metric 1. Wetland Area (size).**

Select one size class and assign score.

- >50 acres (>20.2ha) (6 pts)
- 25 to <50 acres (10.1 to <20.2ha) (5 pts)
- 10 to <25 acres (4 to <10.1ha) (4 pts)
- 3 to <10 acres (1.2 to <4ha) (3 pts)
- 0.3 to <3 acres (0.12 to <1.2ha) (2pts)
- 0.1 to <0.3 acres (0.04 to <0.12ha) (1 pt)
- <0.1 acres (0.04ha) (0 pts)

|             |          |
|-------------|----------|
| 8           | 11       |
| max 14 pts. | subtotal |

**Metric 2. Upland buffers and surrounding land use.**

2a. Calculate average buffer width. Select only one and assign score. Do not double check.

- WIDE. Buffers average 50m (164ft) or more around wetland perimeter (7)
- MEDIUM. Buffers average 25m to <50m (82 to <164ft) around wetland perimeter (4)
- NARROW. Buffers average 10m to <25m (32ft to <82ft) around wetland perimeter (1)
- VERY NARROW. Buffers average <10m (<32ft) around wetland perimeter (0)

2b. Intensity of surrounding land use. Select one or double check and average.

- VERY LOW. 2nd growth or older forest, prairie, savannah, wildlife area, etc. (7)
- LOW. Old field (>10 years), shrub land, young second growth forest. (5)
- MODERATELY HIGH. Residential, fenced pasture, park, conservation tillage, new fallow field. (3)
- HIGH. Urban, industrial, open pasture, row cropping, mining, construction. (1)

|             |          |
|-------------|----------|
| 16          | 27       |
| max 30 pts. | subtotal |

**Metric 3. Hydrology.**

3a. Sources of Water. Score all that apply.

- High pH groundwater (5)
- Other groundwater (3)
- Precipitation (1)
- Seasonal/Intermittent surface water (3)
- Perennial surface water (lake or stream) (5)

3c. Maximum water depth. Select only one and assign score.

- >0.7 (27.6in) (3)
- 0.4 to 0.7m (15.7 to 27.6in) (2)
- <0.4m (<15.7in) (1)

3e. Modifications to natural hydrologic regime. Score one or double check and average.

- None or none apparent (12)
- Recovered (7)
- Recovering (3)
- Recent or no recovery (1)

3b. Connectivity. Score all that apply.

- 100 year floodplain (1)
- Between stream/lake and other human use (1)
- Part of wetland/upland (e.g. forest), complex (1)
- Part of riparian or upland corridor (1)

3d. Duration inundation/saturation. Score one or dbl check.

- Semi- to permanently inundated/saturated (4)
- Regularly inundated/saturated (3)
- Seasonally inundated (2)
- Seasonally saturated in upper 30cm (12in) (1)

Check all disturbances observed

- |   |  |
|---|--|
| <input type="checkbox"/> ditch            | <input type="checkbox"/> point source (nonstormwater)              |
| <input type="checkbox"/> tile             | <input type="checkbox"/> filling/grading                           |
| <input type="checkbox"/> dike             | <input type="checkbox"/> road bed/RR track                         |
| <input type="checkbox"/> weir             | <input type="checkbox"/> dredging Wetland is a former lake bottom. |
| <input type="checkbox"/> stormwater input | <input checked="" type="checkbox"/> other Lake was drained in 2020 |

|             |          |
|-------------|----------|
| 11          | 38       |
| max 20 pts. | subtotal |

**Metric 4. Habitat Alteration and Development.**

4a. Substrate disturbance. Score one or double check and average.

- None or none apparent (4)
- Recovered (3)
- Recovering (2)
- Recent or no recovery (1)

4b. Habitat development. Select only one and assign score.

- Excellent (7)
- Very good (6)
- Good (5)
- Moderately good (4)
- Fair (3)
- Poor to fair (2)
- Poor (1)

4c. Habitat alteration. Score one or double check and average.

- None or none apparent (9)
- Recovered (6)
- Recovering (3)
- Recent or no recovery (1)

Check all disturbances observed

- |   |   |
|---|---|
| <input type="checkbox"/> mowing               | <input type="checkbox"/> shrub/sapling removal          |
| <input type="checkbox"/> grazing              | <input type="checkbox"/> herbaceous/aquatic bed removal |
| <input type="checkbox"/> clearcutting         | <input type="checkbox"/> sedimentation                  |
| <input type="checkbox"/> selective cutting    | <input type="checkbox"/> dredging                       |
| <input type="checkbox"/> woody debris removal | <input type="checkbox"/> farming                        |
| <input type="checkbox"/> toxic pollutants     | <input type="checkbox"/> nutrient enrichment            |

|    |
|----|
| 38 |
|----|

subtotal this page

ORAM v. 5.0 Field Form Quantitative Rating

|   |                               |                         |
|---|-------------------------------|-------------------------|
| <b>Site:</b> Salvation Army Property, 310 Lake Street | <b>Rater(s):</b> Haylee Roach | <b>Date:</b> 03/04/2022 |
|---|-------------------------------|-------------------------|

Street

|    |
|----|
| 38 |
|----|

subtotal first page

|   |    |
|---|----|
| 0 | 38 |
|---|----|

max 10 pts.

subtotal

### Metric 5. Special Wetlands.

Check all that apply and score as indicated.

- Bog (10)
- Fen (10)
- Old growth forest (10)
- Mature forested wetland (5)
- Lake Erie coastal/tributary wetland-unrestricted hydrology (10)
- Lake Erie coastal/tributary wetland-restricted hydrology (5)
- Lake Plain Sand Prairies (Oak Openings) (10)
- Relict Wet Prairies (10)
- Known occurrence state/federal threatened or endangered species (10)
- Significant migratory songbird/water fowl habitat or usage (10)
- Category 1 Wetland. See Question 1 Qualitative Rating (-10)

|    |    |
|----|----|
| 10 | 48 |
|----|----|

max 20 pts.

subtotal

### Metric 6. Plant communities, interspersions, microtopography.

6a. Wetland Vegetation Communities.

Score all present using 0 to 3 scale.

- Aquatic bed
- 2 Emergent
- 3 Shrub
- 0 Forest
- Mudflats
- Open water
- Other \_\_\_\_\_

6b. horizontal (plan view) Interspersion.

Select only one.

- High (5)
- Moderately high(4)
- Moderate (3)
- Moderately low (2)
- Low (1)
- None (0)

6c. Coverage of invasive plants. Refer to Table 1 ORAM long form for list. Add or deduct points for coverage

- Extensive >75% cover (-5)
- Moderate 25-75% cover (-3)
- Sparse 5-25% cover (-1)
- Nearly absent <5% cover (0)
- Absent (1)

6d. Microtopography.

Score all present using 0 to 3 scale.

- 0 Vegetated hummocks/tussocks
- 1 Coarse woody debris >15cm (6in)
- 0 Standing dead >25cm (10in) dbh
- 0 Amphibian breeding pools

#### Vegetation Community Cover Scale

|   |   |
|---|---|
| 0 | Absent or comprises <0.1ha (0.2471 acres) contiguous area   |
| 1 | Present and either comprises small part of wetland's vegetation and is of moderate quality, or comprises a significant part but is of low quality |
| 2 | Present and either comprises significant part of wetland's vegetation and is of moderate quality or comprises a small part and is of high quality |
| 3 | Present and comprises significant part, or more, of wetland's vegetation and is of high quality   |

#### Narrative Description of Vegetation Quality

|      |  |
|------|--|
| low  | Low spp diversity and/or predominance of nonnative or disturbance tolerant native species  |
| mod  | Native spp are dominant component of the vegetation, although nonnative and/or disturbance tolerant native spp can also be present, and species diversity moderate to moderately high, but generally w/o presence of rare threatened or endangered spp |
| high | A predominance of native species, with nonnative spp and/or disturbance tolerant native spp absent or virtually absent, and high spp diversity and often, but not always, the presence of rare, threatened, or endangered spp                          |

#### Mudflat and Open Water Class Quality

|   |   |
|---|---|
| 0 | Absent <0.1ha (0.247 acres)             |
| 1 | Low 0.1 to <1ha (0.247 to 2.47 acres)   |
| 2 | Moderate 1 to <4ha (2.47 to 9.88 acres) |
| 3 | High 4ha (9.88 acres) or more           |

#### Microtopography Cover Scale

|   |  |
|---|--|
| 0 | Absent   |
| 1 | Present very small amounts or if more common of marginal quality                               |
| 2 | Present in moderate amounts, but not of highest quality or in small amounts of highest quality |
| 3 | Present in moderate or greater amounts and of highest quality                                  |

|    |
|----|
| 48 |
|----|

**End of Quantitative Rating. Complete Categorization Worksheets.**

# ORAM Summary Worksheet

|   |   | <b>circle<br/>answer or<br/>insert<br/>score</b>              | <b>Result</b>  |
|---|---|---|--|
| Narrative Rating  | Question 1. Critical Habitat                                      | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3.                                  |
|   | Question 2. Threatened or Endangered Species                      | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3.                                  |
|   | Question 3. High Quality Natural Wetland                          | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3.                                  |
|   | Question 4. Significant bird habitat                              | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3.                                  |
|   | Question 5. Category 1 Wetlands                                   | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 1.                                  |
|   | Question 6. Bogs  | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3.                                  |
|   | Question 7. Fens  | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3.                                  |
|   | Question 8a. Old Growth Forest                                    | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3.                                  |
|   | Question 8b. Mature Forested Wetland                              | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, evaluate for Category 3; may also be 1 or 2. |
|   | Question 9b. Lake Erie Wetlands - Restricted                      | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, evaluate for Category 3; may also be 1 or 2. |
|   | Question 9d. Lake Erie Wetlands – Unrestricted with native plants | YES <input type="radio"/> NO <input checked="" type="radio"/> | If yes, Category 3                                   |
| Question 9e. Lake Erie Wetlands - Unrestricted with invasive plants | YES <input type="radio"/> NO <input checked="" type="radio"/>     | If yes, evaluate for Category 3; may also be 1 or 2.          |  |
| Question 10. Oak Openings   | YES <input type="radio"/> NO <input checked="" type="radio"/>     | If yes, Category 3  |  |
| Question 11. Relict Wet Prairies                                    | YES <input type="radio"/> NO <input checked="" type="radio"/>     | If yes, evaluate for Category 3; may also be 1 or 2.          |  |
| Quantitative Rating   | Metric 1. Size  | 3   |  |
|   | Metric 2. Buffers and surrounding land use                        | 8   |  |
|   | Metric 3. Hydrology   | 16  |  |
|   | Metric 4. Habitat   | 11  |  |
|   | Metric 5. Special Wetland Communities                             | 0   |  |
|   | Metric 6. Plant communities, interspersion, microtopography       | 10  |  |
|   | <b>TOTAL SCORE</b>  | <b>48</b>   | Category based on score breakpoints<br><b>2</b>      |

**Complete Wetland Categorization Worksheet.**



### Wetland Categorization Worksheet

| Choices  | Circle one   | Evaluation of Categorization Result of ORAM  |
|--|--|--|
| Did you answer "Yes" to any of the following questions:<br><br>Narrative Rating Nos. 2, 3, 4, 6, 7, 8a, 9d, 10   | YES<br><br>Wetland is categorized as a Category 3 wetland  | <input checked="" type="radio"/> NO<br><br>Is quantitative rating score <i>less</i> than the Category 2 scoring threshold ( <i>excluding</i> gray zone)? If yes, reevaluate the category of the wetland using the narrative criteria in OAC Rule 3745-1-54(C) and biological and/or functional assessments to determine if the wetland has been over-categorized by the ORAM   |
| Did you answer "Yes" to any of the following questions:<br><br>Narrative Rating Nos. 1, 8b, 9b, 9e, 11   | YES<br><br>Wetland should be evaluated for possible Category 3 status  | <input checked="" type="radio"/> NO<br><br>Evaluate the wetland using the 1) narrative criteria in OAC Rule 3745-1-54(C) and 2) the quantitative rating score. If the wetland is determined to be a Category 3 wetland using either of these, it should be categorized as a Category 3 wetland. Detailed biological and/or functional assessments may also be used to determine the wetland's category.  |
| Did you answer "Yes" to<br><br>Narrative Rating No. 5  | YES<br><br>Wetland is categorized as a Category 1 wetland  | <input checked="" type="radio"/> NO<br><br>Is quantitative rating score <i>greater</i> than the Category 2 scoring threshold ( <i>including</i> any gray zone)? If yes, reevaluate the category of the wetland using the narrative criteria in OAC Rule 3745-1-54(C) and biological and/or functional assessments to determine if the wetland has been under-categorized by the ORAM   |
| Does the quantitative score fall within the scoring range of a Category 1, 2, or 3 wetland?  | <input checked="" type="radio"/> YES<br><br>Wetland is assigned to the appropriate category based on the scoring range                                 | <input type="radio"/> NO<br><br>If the score of the wetland is located within the scoring range for a particular category, the wetland should be assigned to that category. In all instances however, the narrative criteria described in OAC Rule 3745-1-54(C) can be used to clarify or change a categorization based on a quantitative score.   |
| Does the quantitative score fall with the "gray zone" for Category 1 or 2 or Category 2 or 3 wetlands?   | YES<br><br>Wetland is assigned to the higher of the two categories or assigned to a category based on detailed assessments and the narrative criteria  | <input checked="" type="radio"/> NO<br><br>Rater has the option of assigning the wetland to the higher of the two categories or to assign a category based on the results of a nonrapid wetland assessment method, e.g. functional assessment, biological assessment, etc, and a consideration of the narrative criteria in OAC rule 3745-1-54(C).   |
| Does the wetland otherwise exhibit <i>moderate OR superior</i> hydrologic OR habitat, OR recreational functions AND the wetland was <i>not</i> categorized as a Category 2 wetland (in the case of moderate functions) or a Category 3 wetland (in the case of superior functions) by this method? | YES<br><br>Wetland was undercategorized by this method. A written justification for recategorization should be provided on Background Information Form | <input checked="" type="radio"/> NO<br><br>Wetland is assigned to category as determined by the ORAM.<br><br>A wetland may be undercategorized using this method, but still exhibit one or more superior functions, e.g. a wetland's biotic communities may be degraded by human activities, but the wetland may still exhibit superior hydrologic functions because of its type, landscape position, size, local or regional significance, etc. In this circumstance, the narrative criteria in OAC Rule 3745-1-54(C)(2) and (3) are controlling, and the under-categorization should be corrected. A written justification with supporting reasons or information for this determination should be provided. |

**Final Category**  

|            |            |   |            |
|------------|------------|---|------------|
| Choose one | Category 1 | <input checked="" type="radio"/> Category 2 | Category 3 |
|------------|------------|---|------------|

**End of Ohio Rapid Assessment Method for Wetlands.**

\*\*FOR OFFICE USE ONLY\*\*  
  
DATE RECEIVED



Master Zoning Application

\*\*FOR OFFICE USE ONLY\*\*  
  
2023-0553,  
055A, 114A  
  
PERMIT NUMBER

- Planning Commission**
- Amended Final Development Plan
  - Amended Final Subdivision Plat
  - Amended Preliminary Development Plan
  - Amended Preliminary Subdivision Plat
  - Annexation Review
  - Combined Preliminary & Final Development Plan
  - Comprehensive Plan Amendment
  - Concept Plan
  - Conditional Use Permit
  - Determination of Similar Use
  - Development Plan Exemption
- Final Development Plan
- Final Development Plan Extension
- Final Subdivision Plat
- Final Subdivision Plat Extension
- Floodplain Permit
- Lot Split / Combination
- Pre-annexation Agreement
- Preliminary Development Plan
- Preliminary Development Plan Extension
- Preliminary Subdivision Plat
- Preliminary Subdivision Plat Extension
- Rezoning
- Subdivision Variance
- Substitution of a Non- Conforming Use
- Vacation-Alley
- Vacation-Easement
- Vacation-Street
- Board of Zoning Appeals**
- Appeal Administrative Decision or Interpretation
  - Conditional Use Permit
  - Substitution of Equal or Less Non-Conforming Use
  - Variance
- Administrative**
- Zoning Determination Letter

Subdivision / Project Name Lake Street-Salvation Army Redevelopment Address \_\_\_\_\_

Acreage 61.627 Square Footage \_\_\_\_\_ Number of Lots \_\_\_\_\_ Number of Units 593

Zoning District / Land Use PMU Proposed Zoning / Land Use PMU Parcel Number 51941003012000 & 51944207001000

Applicant Name Sunset Ridge Associates LP Contact Person RJ Sabatino

Applicant Address 3895 Stoneridge Lane, Dublin, OH 43017

Phone 614-923-4079 Fax 614-923-4079 Email rjsabatino@trprop.com

Owner Name Sunset Ridge Associates LP Contact Person RJ Sabatino

Owner Address 3895 Stoneridge Lane, Dublin, OH 43017

Phone 614-923-4079 Fax 614-923-4079 Email rjsabatino@trprop.com

Engineer/Architect/Attorney Name Mary Sherrets

Address 2751 Tuller Pkwy, Dublin, OH 43017

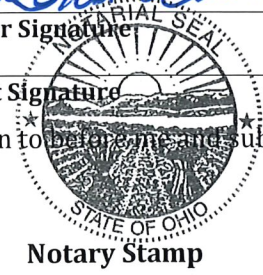
Phone 614-695-6617 Fax \_\_\_\_\_ Email mary.sherrets@salasobrien.com

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

[Signature]  
Owner Signature \_\_\_\_\_ P. Ronald Sabatino  
Owner Printed Name

[Signature]  
Agent Signature \_\_\_\_\_ LANA YATES  
Agent Printed Name

Sworn to before me and subscribed in my presence this 19 day of April, 2023  
My Commission Expires February 22, 2028



[Signature]  
Notary Public



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** **7:30 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 23-35**

**SUBJECT:** Ordinance No. 23-35, an ordinance approving a Conditional Use Permit request by T&R Properties allowing the placement for a PMU (Planned Mixed Use Overlay District) to be established for Greenwood Commons on approximately 3.97 acres located east of Joy Avenue denoted as Sub-Area C in the Greenwood Commons Master Plan.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[Factsheet ord 23-35, 2023-1144 Greenwood Commons CUP.pdf](#)

[ord 23-35, 2023-1144 Greenwood Commons CUP.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: 10

DATE: 05/22/2023

ORDINANCE NO: 23-35

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES  
May 22, 2023 @ 7:30 pm

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY T&R PROPERTIES ALLOWING THE PLACEMENT FOR A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR GREENWOOD COMMONS ON APPROXIMATELY 3.97 ACRES LOCATED EAST OF JOY AVENUE DENOTED AS SUB-AREA C IN THE GREENWOOD COMMONS MASTER PLAN.

**BACKGROUND:**

See attached staff report.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapters 1147 (Planned Mixed Use District) and 1148 (Conditional Use Regulations) of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 6-0 on May 3, 2023

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A



**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 23-35

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT REQUEST BY T&R PROPERTIES ALLOWING THE PLACEMENT FOR A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR GREENWOOD COMMONS ON APPROXIMATELY 3.97 ACRES LOCATED EAST OF JOY AVENUE DENOTED AS SUB-AREA C IN THE GREENWOOD COMMONS MASTER PLAN.

WHEREAS, the Planning Commission at its meeting on May 3, 2023 recommended approval of a Conditional Use Permit request by T&R Properties allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Greenwood Commons on approximately 3.97 acres located east of Joy Avenue denoted as Sub-Area C in the Greenwood Commons Master Plan (PC Case 2023-1144) and

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

SECTION 1. That the Conditional Use Permit request by T&R Properties allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Greenwood Commons on approximately 3.97 acres located east of Joy Avenue denoted as Sub-Area C in the Greenwood Commons Master Plan, is hereby confirmed, approved, and accepted.

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

VOTE ON RULE SUSPENSION:

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

PASSED: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
MAYOR



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** **SECOND READING OF ORDINANCE NO. 23-36**

**SUBJECT:** Ordinance No. 23-36, an ordinance approving a Preliminary Development Plan request by T&R Properties for Greenwood Commons on approximately 61.627 acres located at 340 Lake Street and east of Joy Avenue.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[Factsheet ord 23-36, 2023-0554 Greenwood Commons PDP.pdf](#)  
[ord 23-36, 2023-0554 Greenwood Commons PDP.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: 11

DATE: 05/22/2023

ORDINANCE NO: 23-36

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUEST BY T&R PROPERTIES FOR GREENWOOD COMMONS ON APPROXIMATELY 61.627 ACRES LOCATED AT 340 LAKE STREET AND EAST OF JOY AVENUE.

**BACKGROUND:**

See attached staff report.

**REASON WHY LEGISLATION IS NEEDED:**

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

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 6-0 on May 3, 2023

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director



**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 23-36

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUEST BY T&R PROPERTIES FOR GREENWOOD COMMONS ON APPROXIMATELY 61.627 ACRES LOCATED AT 340 LAKE STREET AND EAST OF JOY AVENUE.

WHEREAS, the Planning Commission at its meeting on May 3, 2023 recommended approval of a Preliminary Development Plan request by T&R Properties for Greenwood Commons on approximately 61.627 acres located at 340 Lake Street and east of Joy Avenue (PC 2023-0554) and

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

SECTION 1. That the Preliminary Development Plan request by T&R Properties for Greenwood Commons on approximately 61.627 acres located at 340 Lake Street and east of Joy Avenue, is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The entire development shall have to achieve compliance with the minimum engineering, public works, and fire department requirements.
3. The private streets shall be constructed to public standards per the City Engineer.
4. A traffic impact study shall be required, submitted, reviewed, and approved by the City Engineer. The results of the traffic impact study shall determine street design, specifications, and the like. Also, the traffic impact study requirements shall be the responsibility of the developer.
5. The configuration of unit types from the Preliminary Development Plan shall not substantially differ during the Final Development Plan process to ensure the development does not exceed parking capability for the subject site.
6. The proposed apartment buildings, townhomes, accessory buildings, and future men's shelter shall achieve compliance with the design standards of the approved development text and significantly similar to the submitted elevations.
7. The limestone (or cultured stone) on the buildings shall be Delaware blue vein limestone or equivalent as approved by City Staff.

8. Any dumpster enclosure shall be brick or limestone to match the adjacent building with wooden doors painted or stained to match.
9. All roof top and ground mounted mechanical equipment shall be screened by a parapet wall or approved screening device.
10. The applicant shall submit all building elevations along with material and color samples for all building materials for review and approval during the Final Development Plan process.
11. A Comprehensive Sign Plan for the entire development shall be required to be submitted before or concurrent with the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan and the number of freestanding development identification signs shall be a maximum of two for the overall site (one for each residential sub-area).
12. The tree replacement requirements shall be per the approved Preliminary Development Plan and development text and finalized on the proposed Final Development Plan.
13. A continuous row of evergreens shall be planted along the southern boundary of the site in addition to a 6-foot privacy fence along the southern boundary of the site to provide a continuous buffer.
14. Street trees shall be installed every forty feet (40') on center along all private drives and wherever such drives are adjacent to parking spaces.
15. All evergreen trees shall be a minimum 6-foot-high at installation and the deciduous trees shall be a minimum 1.75-inch caliper.
16. A landscape plan shall be submitted for the overall development to be approved with the Final Development Plan process.
17. The maintenance of all landscaping and amenities in the open space areas shall be the responsibility of a Common Association.
18. A lighting plan shall be required during the Final Development Plan process that achieves compliance with the approved development text and approved by the City and shall be consistent in design, color, height, light fixture, etc., for each Sub-Area and should have a consistent theme throughout the development.
19. The Applicant is requested to photo document the existing structures prior to demolition and allow the Delaware County Historical Society access to procure any material(s) they deem to be of historical value to their collection prior to demolition.
20. An easement across the frontage of the property alongside US 42 to allow a future sidewalk/bikepath connection shall be required with the Final Development Plan. The easements would need to be recorded by the property owner and a cash contribution towards the future sidewalk/bikepath connection of \$150,000 shall be made prior to issuance of any certificates of occupancy for the proposed development.
21. Sidewalks/bikepaths shall be determined on the Final Development Plan, shall meet the requirements of the zoning code, and shall be open to the public.

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: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
MAYOR





# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** **SECOND READING OF ORDINANCE NO. 23-37**

**SUBJECT:** Ordinance No. 23-37, an ordinance authorizing and approving a Pre-Annexation Agreement for 107.55± acres known as the Donovan Farms, LLC and located west of South Houk Road, east of South Section Line Road, north of properties fronting on Pittsburgh Drive, and south of the development known as Boulder Farms and declaring an emergency.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[fact sheet ord 23-37 Pre-Annexation Agreement Donovan Farms LLC-107.55 acres.pdf](#)

[Ord 23-37- 107.55 acre Donovan Farms property Pre Annexation Agreement.pdf](#)

[Donovan- Maronda Preannexation Agreement Revised - Clean version-may 22\\_2023.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: 12

DATE: 05/22/2023

ORDINANCE NO: 23-37

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Dave Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING AND APPROVING A PRE-ANNEXATION AGREEMENT FOR 107.55± ACRES KNOWN AS THE DONOVAN FARMS, LLC AND LOCATED WEST OF SOUTH HOUK ROAD, EAST OF SOUTH SECTION LINE ROAD, NORTH OF PROPERTIES FRONTING ON PITTSBURGH DRIVE, AND SOUTH OF THE DEVELOPMENT KNOWN AS BOULDER FARMS AND DECLARING AN EMERGENCY.

**BACKGROUND:**

This Ordinance would authorize the City Manager to enter into a Pre-Annexation Agreement (PAA) for the 107.55 acre Donovan Farms, LLC Annexation. The annexation is currently before City Council via a separate ordinance for Final Annexation acceptance on the May 8, 2023 agenda which is the last meeting at which an action can be taken prior to the Ohio Revised Code (ORC) dictated deadline for action. If no action is taken on the annexation the ORC dictates the annexation is deemed not approved.

The PAA is in working draft form currently with final form anticipated in time for the City Council meeting of May 22, 2023. The timing of this PAA is such that action must be taken on the final annexation prior to the action on the PAA. However, the annexation, if passed, does not become effective until 30 days after its passage. With the final form of the PAA anticipated for the May 22, 2023 City Council meeting and with inclusion of an emergency clause to make it effective at that meeting, if approved, it would be enacted and effective prior to the

effective date of the annexation itself. This would better align the effective dates of the PAA and annexation even as the annexation timing is dictated by ORC. The applicants have indicated to Staff that it is a condition of their contract to enter into a PAA.

While in working draft form currently as the parties work toward a final draft document, this Pre-Annexation Agreement (PAA) has several provisions but outlines, among those:

- The requirement that any end owner / developer proceed through the normal and customary zoning, planning, and platting requirements of the City of Delaware
- That should zoning and preliminary planning entitlements not be secured to the satisfaction of the private parties, the City would not oppose any owner's petition to detach/de-annex property from the City
- That the developer/buyer will obtain all necessary permits from all levels of government as may be required

These are issues that are best dealt within an agreement. A final draft is still being prepared and is anticipated by the May 22, 2023 City Council meeting.

As a result of the above, Staff recommends that this Agreement be executed by all parties prior to the effective date of the final acceptance of the annexation, if approved by City Council.

**UPDATE – May 22, 2023:** Staff and the applicants have produced a final draft PAA as attached.

**REASON WHY LEGISLATION IS NEEDED:**

Entering into a Pre-Annexation Agreement will ensure the land owner, developer, and City formally agree to certain items prior to the effective date of the final annexation.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Dave Efland, Planning and Community Development Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Pre-Annexation Agreement

ORDINANCE NO. 23-37

AN ORDINANCE AUTHORIZING AND APPROVING A PRE-ANNEXATION AGREEMENT FOR 107.55± ACRES KNOWN AS THE DONOVAN FARMS, LLC ANNEXATION AND LOCATED WEST OF SOUTH HOUK ROAD, EAST OF SOUTH SECTION LINE ROAD, NORTH OF PROPERTIES FRONTING ON PITTSBURGH DRIVE, AND SOUTH OF THE DEVELOPMENT KNOWN AS BOULDER FARMS AND DECLARING AN EMERGENCY.

WHEREAS, the City and County have been presented with a proposed annexation (known as Donovan Farms, LLC by Michael Shade, agent for the petitioners) for approximately 107.55 acres: and

WHEREAS, prior to the effective date of acceptance of the final annexation for this acreage, the land owner, developer, and City desire to enter into a Pre-Annexation Agreement in order to establish certain requirements for this area.

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

SECTION 1. That the Pre-Annexation Agreement for 107.55± acres located west of South Houk Road, east of South Section Line Road, north of properties fronting on Pittsburgh Drive, and south of the development known as Boulder Farms, be the same and is hereby confirmed, approved, and accepted.

SECTION 2. The Pre-Annexation Agreement providing for, among other things, the annexation of certain real property into the City and the provision of certain services by the City to that real property, is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the City Manager. The City Manager's approval of any such changes and amendments to the agreement, and the character of those changes and amendments as not being substantially adverse to the City shall be evidenced conclusively by the City Manager's execution thereof.

SECTION 3. This Council finds and determines that all formal actions of this Council 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 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 ensure the



availability of adequate housing for Delaware citizens, 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: \_\_\_\_\_, 2023

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

## Pre-Annexation Agreement

This Pre-Annexation Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of May, 2023, by and between Donovan Farms, Inc., an Ohio Corporation for Profit hereinafter referred to as the "**Owner/ Seller**" and the City of Delaware, Ohio, an Ohio Chartered Municipal Corporation, hereinafter referred to as the "**City**" and Maronda Homes of Ohio LLC, an Ohio limited liability company, referred to as the "**Developer/Buyer**" upon the terms and conditions as hereinafter set forth. **Owner/Seller, the City, and Developer/Buyer are individually referred to herein as a "Party" and collectively as the "Parties."**

### RECITALS:

**WHEREAS**, the **Owner/ Seller** owns the following deed acreage that comprises the property: Donovan Farms, Inc. Farm Ground, Delaware Township, Ohio containing 107.64 acres more less, per the public deed records;

**WHEREAS**, the **Owner/ Seller** and the **Developer/Buyer** entered into a real estate purchase contract October 12, 2021;

**WHEREAS**, **Owner/ Seller** desires to have part of its property annexed to the City of Delaware, Ohio consisting of 107.55 acres, more or less, per the Map of the Territory to be Annexed, the "Property," under an Expedited Type II Annexation;

**WHEREAS**, the Parties agree that it is in their mutual interest during the pendency of the annexation process to enter into this Agreement for the purpose of identifying and preliminarily resolving certain issues regarding the Annexation and of the Property for the mutual benefit of the **Owner/ Seller, City and Developer/Buyer**;

**WHEREAS, Owner/ Seller** of all property included herein under Index of Exhibits and can benefit by receiving municipal services, comprehensive planning, zoning, and other development matters from the **City** upon annexation, and the **City** can benefit by the orderly development of the property;

**WHEREAS,** the annexation was filed on October 4, 2022, approved by the Delaware County Commissioners on October 10, 2022 and approved and accepted by Delaware City Council at its May 8, 2023 regular meeting.

**NOW THEREFORE,** in consideration of the covenants and agreements contained herein, the **Owner/ Seller, City** and **Developer/ Buyer** covenant and agree as follows:

**Section 1. Annexation Petitions and Related Approvals.**

**A. Petition for Annexation.** The **Owner/Seller** has already prepared and filed an annexation petition, map of the territory to be annexed, legal description and other related information, as may be required by the Ohio Revised Code ("ORC"), to annex the Property to the City. The annexation process shall be an "Expedited Type II" annexation as provided in ORC Section 709.023. (See Recitals above.) The annexation petition appoints Michael R. Shade, Esquire, as the petitioner's agent filed solely with the Property is supported by one hundred (100%) of the owners of each parcel of the property and in no way affects the agreement of the Parties memorialized in this Agreement. The petition was filed with the Delaware County Commissioners on the date specified in the Recitals above. The **Owner/Seller** agrees that all costs and expenses in petitioning for the annexation will be borne by the **Owner/Seller** or **Developer/Buyer**. **Owner/Seller** further agrees that they will continue to support the annexation to the **City** throughout the process, including any appeal or court action at no further

expense to **City**. **Owner/Seller's** continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in this Agreement.

**B. City Service Resolution.** This requirement has been met by the **City** and are part of the Total Petition for Annexation submitted in this matter.

**C. Development Considerations.** The property is currently zoned under the Delaware Township zoning ordinance as Farm Residential District (FR-1). The intended use of the Property by the **Owner/Seller** and **Developer/Buyer** is that of a Planned Mixed-Use Overlay (PMU) or maintain as A-1 with a Planned Mixed-Use Overlay (PMU) under the City of Delaware Zoning Code to include a mixed residential use of housing and also a limited amount of Business Park property as set forth in Exhibit B. **Owner/Seller** and **Developer/Buyer** propose a Concept Plan for the Property attached hereto as Exhibit B that includes but is not limited to twenty acres of multi-family dwelling units and a density of 12-14 dwelling units per acre and 255 various types of single-family detached housing and (incorporated herein by reference) Mixed Use Business Park (20 acres (+/-)). This is a Concept Plan only proposed by the **Developer/Buyer** which has not been accepted or approved by the City of Delaware and where changes and modifications still maybe required in the development and zoning approval processes.

The **City's** planning staff and administration agree that City staff and administration will professionally process the application to zone the property to the appropriate zoning classification which shall follow the normal and customary process for such culminating in the review and decision by the Delaware City Council.

The **City** accepted the petition for annexation at City Council's May 8, 2023 regular meeting and is awaiting the time that the annexation becomes effective which is 30 days after passage. **Developer/Buyer** will file as expeditiously as possible a complete application for Rezoning and the Preliminary Development Plan and /or any Final Development Plan for any Project Phase of its choosing after the acceptance of the annexation.

If the anticipated rezoning application is subsequently not approved by the City of Delaware or as it may be acceptable to the **Developer/Buyer**, or is referred to a vote of the electorate, the **City** agrees, at the request of the **Developer/Buyer** not to oppose any owner's petition to detach/de-annex its part of the Property from the **City**.

**D. Approval and Permit Regulation.**

**(i) Compliance Statement.** Nothing in this Agreement shall exempt the parties hereto from the zoning, development plan and subdivision platting processes of the **City**. The execution and delivery of this Agreement shall not serve as a variance of the zoning, development plan and platting process mandated by the Codified Ordinances and the Subdivision Regulations of City, but will serve as a preliminary understanding and guide for the proposed zoning and development of the Property.

**(ii) Council Action.** The obligations of and agreements by the **City** contained herein shall be effective and enforceable upon, and subject to, the approval of all necessary legislation and/or motions by Delaware City Council. It is acknowledged that the initial legislation approving this Agreement is merely the first in a series of legislative acts implementing this Agreement. All subsequent Delaware City Council actions



implementing this Agreement shall be considered to be in furtherance of this initial Council action.

**(iii) Permits. Developer/Buyer** will obtain all necessary permits from all levels of government to allow **Owner/Seller** to build and develop the Property consistent with its intended use.

**(iv) Replatting and Other.** The **Developer/Buyer** may submit applications for platting for the Property as maybe required by the Codified Ordinances of the City of Delaware. The City agrees to professionally process any such complete application. The **City** agrees to allow the stormwater management for the Property to be designed to City of Delaware Engineer's Office regulations.

Sanitary Sewer Trunk and City Water Service are the responsibility of the **Developer/Buyer** to extend both to and through the Property and provide connectivity to adjoining properties pursuant to **City** ordinances and the normal and customary procedures and requirements of the City of Delaware.

## **Section 2. Miscellaneous**

**A. Intent of Parties.** This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance No. \_\_\_\_\_ on May 22, 2023, the **City** authorized the execution of this Agreement.

**B. Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties hereto or pursuant to the terms of this Agreement.

**C. Remedies.** Except as otherwise limited by Chapter 2744 of the Ohio Revised Code as to action for or against the **City**, the Parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges and rights of this Agreement and the enforcement thereof.

**D. Enforcement.** Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any Party hereto pursuant to the laws, ordinances, resolutions, regulations or policies in effect at the time of the execution of this Agreement.

**F. Assignment of Agreement.** **Owner/Seller** and **Developer/Buyer** may assign this Agreement, or any part thereof or any duty, obligation, privilege or right granted under this Agreement to any newly formed entity of which **Owner/Seller** or **Developer/Buyer** is a member, or to any affiliate entity of which **Owner/Seller** or **Developer/Buyer** is a member. **Owner/Seller** and /or **Developer/Buyer** shall notify the **City** of any such assignment within ten (10) days of such assignment being finalized.

**G. Relative Rights.** The rights and obligations of the Parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the Parties' respective successors and assigns.

**H. Entire Agreement Merger Clause; Statement of Incorporation.** It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents or representatives. This Agreement contains the entire Agreement of the Parties with respect to its subject matter. All

documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

**I. Severability.** If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

**J. Cooperation.** The **City** will cooperate with **Owner/Seller** and **Developer/Buyer** to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement.

**K. Modifications or Amendment of Agreement.** No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.

**L. 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.

**M. Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

**N. 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.

**O. Survival of Representations and Warranties.** All representations and warranties of **Owner/Seller, City** and **Developer/Buyer** in this Agreement shall survive the execution and delivery of this Agreement.

**P. Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the State of Ohio without regard to the principals of conflicts of laws. All claims, counterclaims, disputes and other matters in questions between the Parties arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction with in the State of Ohio.

**Q. Effective Date.** This Agreement shall be effective when signed by all the Parties hereto.

**R. Time.** Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date specified above

Donovan Farms, Inc.

By: \_\_\_\_\_  
Donovan D. Mooney, Treasurer and Trustee

City of Delaware, Ohio

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

Maronda Homes of Ohio, LLC

By: \_\_\_\_\_  
Todd Lipschutz, President

Approved as to Form:

\_\_\_\_\_  
Natalia S. Harris  
Delaware City Attorney

INDEX OF EXHIBITS

- A. Description of Property
- B. Concept Plan
- C. Parties Contact Information





# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Ordinances

**AGENDA SECTION:** **CONSIDERATION OF ORDINANCE NO. 23-38**

**SUBJECT:** Ordinance No. 23-38, an ordinance accepting the annexation of 13.953 acres of land, more or less, description and map are attached hereto as exhibits “A” and “B” for the annexation known as Vernon Ventures LLC., annexation by Michael R. Shade, agent for the petitioners.

### **SUGGESTED ACTION:**

#### **ATTACHMENTS:**

[fact sheet ord 23-38 accept annex vernon ventures.pdf](#)

[ord 23-38, accept annex vernon ventures.pdf](#)

[location map\\_ vernon ventures annexation\\_13.953 A.pdf](#)

[Granting Prayer of Petition - 13.953 Vernon Ventures.pdf](#)

[Notice of Proof of Service- Commissioners Office.pdf](#)

[res 23-09 certified res of services Vernon Ventures Annex.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: 14

DATE: 5/22/2023

ORDINANCE NO: 23-38

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Dave Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE ACCEPTING THE ANNEXATION OF 13.953 ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS VERNON VENTURES LLC., ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

**BACKGROUND:**

City Council passed a resolution of services on February 13, 2023 (Resolution 23-09). The other required steps in the Ohio Revised Code (ORC) dictated annexation process have been completed to date. The final annexation is now before City Council for decision.

The Applicant and Staff have discussed conceptual development types for this site. Adherence to the *Delaware Together Comprehensive Plan* will be anticipated for future development of the site – which is located within the Far East Side Focus Area with Traditional Small Block Neighborhood as the noted appropriate development type. This will be a continued discussion as the Applicant has indicated a desire to approach the site with a step-by-step process regarding annexation, zoning, and development. The final annexation reading and decision needs to occur by September 11, 2023 or ORC determines the petition to be denied. In this case, and given that the Applicant wishes to move forward with a traditional step by step process for zoning and development planning, Staff has no objection to accepting the annexation at this time.

**REASON WHY LEGISLATION IS NEEDED:**

The Ohio Revised Code provides the process that annexations must follow throughout Ohio. This legislation is the final City step in the process to formally accept the annexation of the property. The City has until September 11, 2023 to pass this acceptance of annexation Ordinance or it is considered by ORC to be denied.

**COMMITTEE RECOMMENDATION:**

**FISCAL IMPACT(S):**

**POLICY CHANGES:**

**PRESENTER(S):**

Dave Efland, Planning and Community Development Director

**RECOMMENDATION: Approval**

**ATTACHMENT(S)**

County Resolution

Petition

Map

City Resolution

ORDINANCE NO. 23-38

AN ORDINANCE ACCEPTING THE ANNEXATION OF 13.953 ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS VERNON VENTURES LLC., ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

WHEREAS, Michael R. Shade, agent for the petitioners, has filed with the Delaware County Commissioners for annexation of 13.953 acres of land, more or less, the description and map are attached hereto as Exhibits A and B; and

WHEREAS, Michael R. Shade, as agent for the petitioners on February 8, 2023 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 February 7, 2023; 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 February 13, 2023 via Resolution 23-09; 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 March 9, 2023 (See attached) The territory to be annexed is described in the attached Exhibits "A" and "B"; 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 13.953 acres of land, description, and plat of which are hereby attached as Exhibits "A" and "B" on the annexation known as the Vernon Ventures LLC., annexation by Michael R. Shade, agent for the petitioners with the following conditions that:

1. The extension of any needed infrastructure for water, sewer, or roadways shall be at the cost to the developer and as required by the City through the normal and customary development review process.

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 RULE SUSPENSION:

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

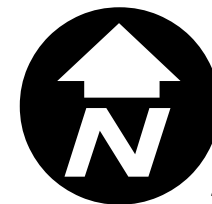
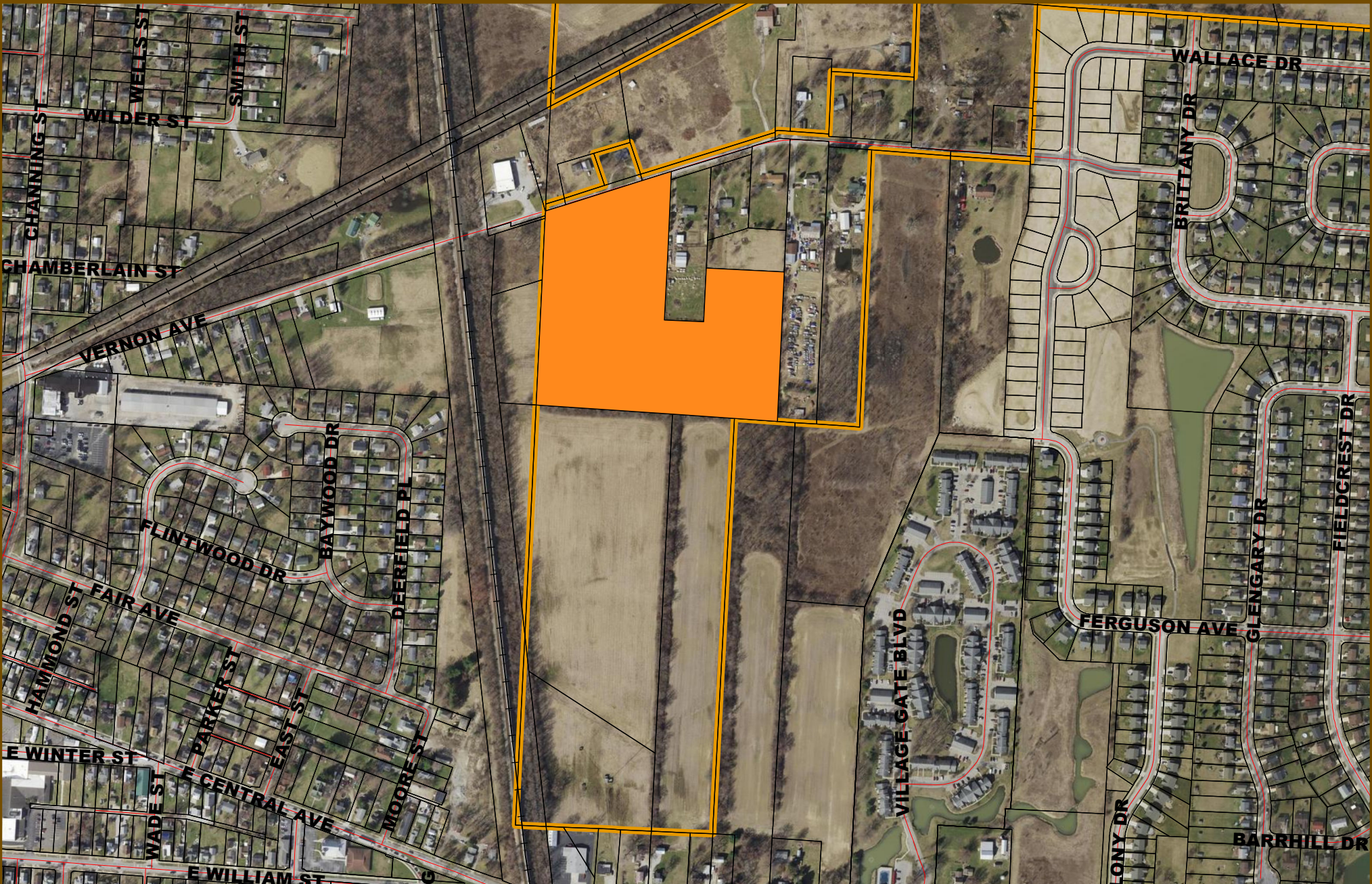
PASSED: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
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

March 10, 2023

Elaine McCloskey  
Delaware City Council Clerk  
(Hand delivered)

RE: Annexation of 13.953 acres in Delaware Township to the City of Delaware

Dear Ms. McCloskey:

The Delaware County Commissioners in Regular Session on March 9, 2023 adopted a Resolution granting Prayer of Petition for of 13.953 acres, more or less, from Delaware Township to the City of Delaware.

I am herewith forwarding a certified copy of the Commissioners' Journal Resolution, a copy of the annexation petition and a copy of all other papers in the Commissioners' annexation folder.

If you have questions, please call me at 740-833-2105.

Sincerely,

Sarah Dinovo,  
Assistant Clerk to the Commissioners





# 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. 23-191

**IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 13.953 OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following resolution:

WHEREAS, on February 7, 2023 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 petitioners, requesting annexation of 13.953 acres, more or less, from Delaware 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 Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 13.953 acres, more or less, from Delaware Township to the City of Delaware.

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Absent

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Delaware County duly adopted March 9, 2023 and appearing upon the official records of said Board.

  
Sarah Dinovo  
Assistant Clerk to the Commissioners



# 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. 23-191

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 13.953 OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

It was moved by Mr. Merrell, seconded by Mr. Benton to address the following:

WHEREAS, on February 7, 2023 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 petitioners, requesting annexation of 13.953 acres, more or less, from Delaware 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 Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 13.953 acres, more or less, from Delaware Township to the City of Delaware.

Vote

Jeff Benton  
Jeff Benton  
County Commissioner

Absent  
Barb Lewis  
County Commissioner

Gary Merrell  
Gary Merrell  
County Commissioner

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Delaware County duly adopted November 17, 2022 and appearing upon the official records of the said Board.

Sarah Dinovo  
Sarah Dinovo  
Assistant Clerk to the Commissioners





# 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. 23-112

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 13.953 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to acknowledge that on February 7, 2023, the Clerk to the Board of Commissioners received a petition requesting annexation of 13.953 acres of land from Delaware Township to the City of Delaware.

Vote on Motion            Mr. Benton            Aye            Mrs. Lewis            Aye            Mr. Merrell            Aye

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Delaware County duly adopted February 13, 2023 and appearing upon the official records of said Board.

Sarah Dinovo  
Assistant Clerk to the Commissioners



Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 27, 2023

Elaine McCloskey  
Clerk of City Council  
City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015

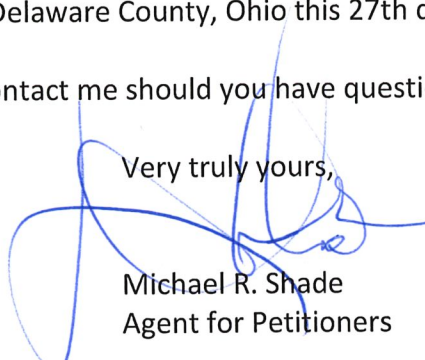
Barbara Thomas  
Fiscal Officer of Delaware Township  
Delaware Township Hall  
2590 Liberty Road  
Delaware Ohio, 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

Please find enclosed copies of the Notice of Proof of Service filed with the office of the Board of Commissioners of Delaware County, Ohio this 27th day of February 2023.

Please do not hesitate to contact me should you have questions.

Very truly yours,



Michael R. Shade  
Agent for Petitioners

Enclosure

DELAWARE COUNTY COMMISSIONERS

2023 FEB 27 AM 11:54

PROOF OF SERVICE

PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION

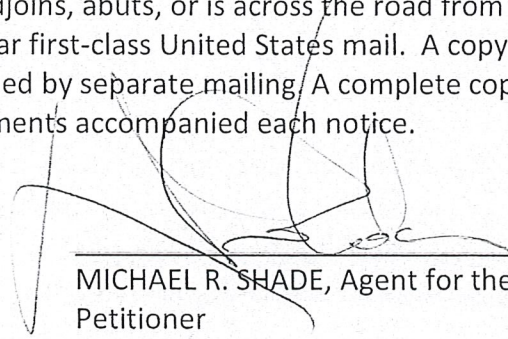
RECEIVED

STATE OF OHIO  
COUNTY OF DELAWARE, ss.

Pursuant to the requirements of Section 709.023(B) ORC, Michael R. Shade, being first duly sworn, deposes and says that the following statements are true:

1. Affiant is the Agent for the Petitioners in the above referenced petition.
2. Affiant is the person who delivered the required statutory notices.
3. On February 7, 20223, the affiant mailed duplicate originals of the attached letter of notice ("notice") to Elaine McCloskey, Clerk of the City Council of the City of Delaware, Ohio, by certified mail, return receipt number 7018 1130 0001 3536 8452 and to Barbara Thomas, Fiscal Officer of Delaware Township, by certified mail, return receipt number by certified mail, return receipt number 7018 1130 0001 3536 8469. A complete copy of the petition for annexation and all attachments accompanied each notice. The return receipts are attached.
4. On February 7, 2023 the affiant mailed a letter of notice ("notice") to each owner of a tract, parcel or lot which adjoins, abuts, or is across the road from the area of the above-named annexation by regular first-class United States mail. A copy of each notice is attached Petitioner was notified by separate mailing. A complete copy of the Petition for Annexation and all attachments accompanied each notice.

Further affiant sayeth naught.



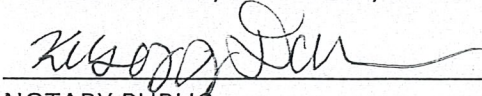

---

MICHAEL R. SHADE, Agent for the  
Petitioner

Sworn to and subscribed in my presence this 27th day of February 2023.



KELSEY J. DAMRON  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES AUGUST 20, 2024




---

NOTARY PUBLIC

**PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

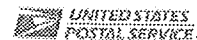
**CERTIFIED MAIL RETURN RECEIPT**

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY   |
|--|---|
| <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>   | <p>A. Signature</p> <p>X <i>Sheryl Titus</i> <span style="float: right;"><input type="checkbox"/> Agent<br/><input type="checkbox"/> Addressee</span></p>   |
| <p>1. Article Addressed to:</p> <p>Elaine McCloskey<br/>Clerk of City Counsel<br/>City of Delaware<br/>1 South Sandusky Street<br/>Delaware, OH 43015</p>  | <p>B. Received By (Printed Name)      C. Date of Delivery</p> <p><i>Sheryl Titus</i>      <i>2/8/23</i></p>   |
| <p>2. Article Number (Transfer from service label)</p> <p>9590 9402 6550 1028 1004 13</p> <p>7018 1130 0001 3536 8452</p>  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>   |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> | <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |

PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION

CERTIFIED MAIL RETURN RECEIPT

PLEASE SEE DOCUMENT ATTACHED



# Product Tracking & Reporting

Home

Search

Reports

Manual Entry

Rates/  
Commitments

PTR / EDW

USPS Corporate  
Accounts

February 27, 2023

## USPS Tracking Intranet

### Delivery Signature and Address

Tracking Number: 7018 1130 6051 3536 6469

This item was delivered on 02/27/2023 at 10:38:00

[Return to Tracking Number View](#)

|           |  |
|-----------|--|
| Signature | <p style="font-size: 2em; text-align: center;">Box</p> <p style="font-size: 2em; text-align: center;">Covid 19</p> |
| Address   | <p style="font-size: 1.5em; text-align: center;">2590 LIBERTY RD DELAWARE,<br/>OH 43015</p>                        |

Enter up to 35 items separated by commas.

Select Search Type:

Quick Search

Product Tracking & Reporting, All Rights Reserved

Version: 23.2.2.0.35

FEB 27 2023



Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

Elaine McCloskey  
Clerk of City Council  
City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015

Barbara Thomas  
Fiscal Officer of Delaware Township  
Delaware Township Hall  
2590 Liberty Road  
Delaware, OH 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

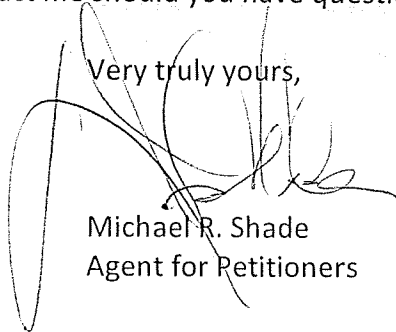
Pursuant to the requirements of Chapter 709 and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation (Petition herein), a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from the township. As you can see from the "Map of the Territory to be Annexed to the City of Delaware" attached to the Petition, the Petitioners are seeking annexation of 13.953 acres. This action matter will come before the Board of Delaware County

Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor Delaware, Ohio 43015 unless objections are filed.

A duplicate original of this letter is being mailed to each of you by certified mail, return receipt requested, number 7018 1130 0001 3536 8452 as to the Clerk of the Council of the City of Delaware and number 7018 1130 0001 3536 8469 as to the Fiscal Officer of Delaware Township.

Please do not hesitate to contact me should you have questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael R. Shade", is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

Michael R. Shade  
Agent for Petitioners

Enclosure

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

Elaine McCloskey  
Clerk of City Council  
City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015

Barbara Thomas  
Fiscal Officer of Delaware Township  
Delaware Township Hall  
2590 Liberty Road  
Delaware, OH 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

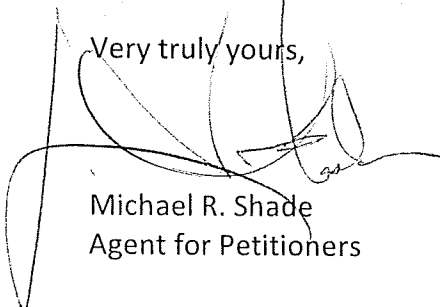
Pursuant to the requirements of Chapter 709 and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation (Petition herein), a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from the township. As you can see from the "Map of the Territory to be Annexed to the City of Delaware" attached to the Petition, the Petitioners are seeking annexation of 13.953 acres. This action matter will come before the Board of Delaware County

Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor Delaware, Ohio 43015 unless objections are filed.

A duplicate original of this letter is being mailed to each of you by certified mail, return receipt requested, number 7018 1130 0001 3536 8452 as to the Clerk of the Council of the City of Delaware and number 7018 1130 0001 3536 8469 as to the Fiscal Officer of Delaware Township.

Please do not hesitate to contact me should you have questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael R. Shade", written over the typed name.

Michael R. Shade  
Agent for Petitioners

Enclosure

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

NOTTURNIANO INVESTMENTS LLC  
74 GLENGARY DR  
DELAWARE, OH 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY,  
OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF  
VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF  
DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2  
ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-01-002-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,  
  
Michael R. Shade  
Agent for Petitioners

Enclosures



Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

ANTHONY M NOTTURNIANO  
STATUTORY AGENT FOR NOTTURNIANO INVESTMENTS LLC  
74 GLENGARY DR  
DELAWARE, OH 43015

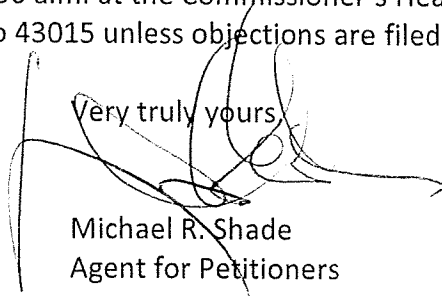
**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-01-002-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,



Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

ANTHONY NOTTURNIANO  
74 GLENGARY DR  
DELAWARE, OH 43015

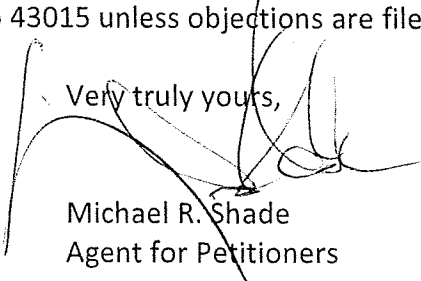
Re: **PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel numbers 519-442-01-003-000, 519-442-01-004-000, and 519-442-01-005-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,

  
Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

JOEL L KIDD  
RACHEL L KIDD  
231 VERNON AVE  
DELAWARE, OH 43015

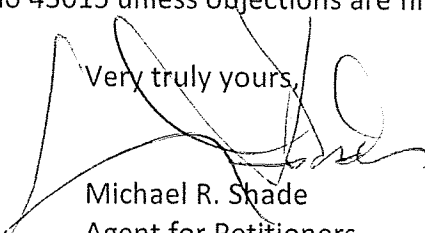
**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY,  
OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF  
VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF  
DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2  
ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-01-006-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,

  
Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

JEREMIAH 2911 PROPERTIES LLC  
74 GLENGARY DR  
DELAWARE, OH 43015

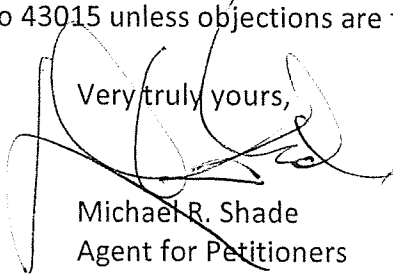
**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY,  
OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF  
VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF  
DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2  
ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-01-007-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,

  
Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

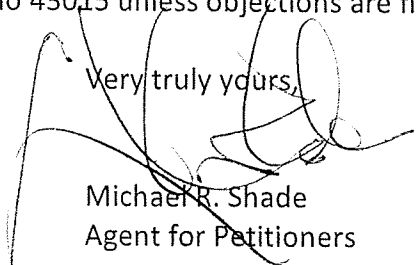
KIRBY HSU, STATUTORY AGENT FOR  
JEREMIAH 2911 PROPERTIES, LLC  
4500 KLONDIKE ROAD  
DELAWARE, OH 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY,  
OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF  
VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF  
DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2  
ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-01-007-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,  
  
Michael R. Shade  
Agent for Petitioners

Enclosures



Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

KILBY DEEL  
JUDY A DEEL  
440 VERNON AVE  
DELAWARE, OH 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-10-004-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,



Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

JAMES DEEL  
PATRICIA DEEL  
440 VERNON AVE  
DELAWARE, OH 43015

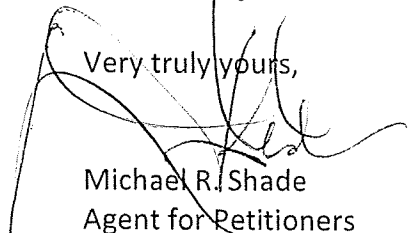
**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY,  
OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF  
VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF  
DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2  
ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-10-006-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,



Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

ROSS E CARLSON JR  
508 VERNON AVE  
DELAWARE, OH 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel number 519-442-10-002-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,

  
Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

VERNON VENTURES LLC  
10342 TOWNLEY CT  
REMINDERVILLE, OH 44202

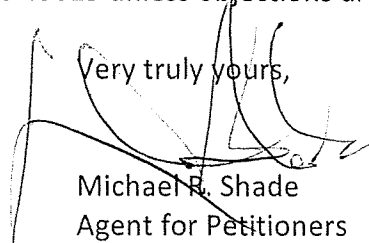
**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel numbers 519-442-10-008-000, 519-442-10-009-000, and 519-442-10-007-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,



Michael R. Shade  
Agent for Petitioners

Enclosures

Michael R. Shade

Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146

February 7, 2023

NITHIN DULAM, STATUTORY AGENT OF  
VERNON VENTURES LLC  
10342 TOWNLEY CT  
REMINDERVILLE, OH 44202

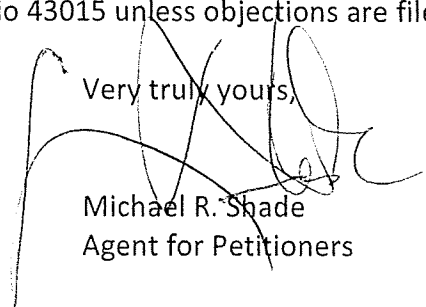
**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY,  
OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF  
VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF  
DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2  
ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel numbers 519-442-10-008-000, 519-442-10-009-000, and 519-442-10-007-000 which adjoins or is across the road from the lands of the above identified Annexation Property. Accordingly, pursuant to the requirements of Chapter 709 ORC (Ohio Revised Code) and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio, and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor, Delaware, Ohio 43015 unless objections are filed.

Very truly yours,



Michael R. Shade  
Agent for Petitioners

Enclosures





**RESOLUTION CERTIFICATION**

I, Elaine McCloskey, being the duly appointed as Clerk of City Council of Delaware, Ohio, do hereby swear and attest that the attached document is a true and correct copy of Resolution No. 23-09 as passed on February 13, 2023, by the Delaware City Council.



*Elaine McCloskey*  
Elaine McCloskey  
Clerk of City Council

This Resolution Certification dated this 14 day of February in the year 2023.

RECEIVED  
2023 FEB 15 AM 10:43  
DELAWARE COUNTY  
COMMISSIONERS

## RESOLUTION NO. 23-09

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 13.953± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO FOR THE ANNEXATION KNOWN AS VERNON VENTURES LLC ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

WHEREAS, Michael R. Shade, agent for the petitioners, has filed with the Delaware County Commissioners for annexation of 13.953 acres of land, more or less, the description and map are attached hereto; and

WHEREAS, Michael R. Shade, as agent for the petitioners on February 8, 2023 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 February 7, 2023; 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 13.953± acres more or less as delineated on 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 2. That the Council of the City of Delaware, pursuant to Ohio Revised Code Section 709.023(D), hereby consents to the 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: February 13, 2023

YEAS 6 NAYS 0  
ABSTAIN 1

ATTEST: Elaine Moresley  
CITY CLERK

Carol Kay Pegg  
MAYOR







Michael R. Shade  
Agent for Petitioners  
236 West Central Avenue  
Delaware, Ohio 43015  
(740) 363-9232  
Fax (740) 363-0146



February 7, 2023

Elaine McCloskey  
Clerk of City Council  
City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015

Barbara Thomas  
Fiscal Officer of Delaware Township  
Delaware Township Hall  
2590 Liberty Road  
Delaware, OH 43015

**Re: PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES: EXPEDITED TYPE 2 ANNEXATION**

Pursuant to the requirements of Chapter 709 and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation (Petition herein), a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio and its Clerk on February 7, 2023 at approximately 9:14 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from the township. As you can see from the "Map of the Territory to be Annexed to the City of Delaware" attached to the Petition, the Petitioners are seeking annexation of 13.953 acres. This action matter will come before the Board of Delaware County

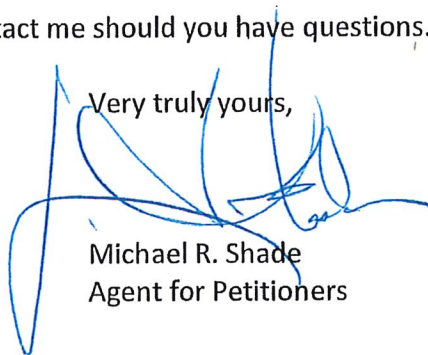


Commissioners of Delaware County, Ohio on March 9, 2023 at 9:30 a.m. at the Commissioner's Hearing Room, 91 N. Sandusky Street, Second Floor Delaware, Ohio 43015 unless objections are filed.

A duplicate original of this letter is being mailed to each of you by certified mail, return receipt requested, number 7018 1130 0001 3536 8452 as to the Clerk of the Council of the City of Delaware and number 7018 1130 0001 3536 8469 as to the Fiscal Officer of Delaware Township.

Please do not hesitate to contact me should you have questions.

Very truly yours,



Michael R. Shade  
Agent for Petitioners

Enclosure

**BOARD OF COUNTY COMMISSIONERS OF  
DELAWARE COUNTY, OHIO**

**PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 TOTAL ACRES:  
EXPEDITED TYPE 2 ANNEXATION**

---

Petitioner:

Vernon Ventures LLC  
C/O Nithin Dulam  
Managing Member  
10342 Townley Court  
Reminderville, OH 44202

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](mailto:mrs@ss-dta.com)

**RECEIVED**

2023 FEB -7 AM 9:14

**DELAWARE COUNTY  
COMMISSIONERS**

**BOARD OF COUNTY COMMISSIONERS OF**  
**DELAWARE COUNTY, OHIO**

**PETITION FOR VERNON VENTURES LLC, AN OHIO LIMITED LIABILITY COMPANY, OF 13.953 ACRES AND INCLUSIVE OF PETITIONER'S PROPERTY LOCATED TO THE CENTERLINE OF VERNON AVENUE, ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO CONSISTING OF 13.953 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 13.953 acres situated in the Townships of Delaware, 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, 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 described territory ("the description" herein) and map were prepared by Karen S. Coffman, P.S., Professional Surveyor No. 7845, Scioto Land Surveying Services, 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 petitioners state that there are within the described territory sought to be annexed one (1) owner 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 Petitioner | Address  | Acreage Information  | Deed Reference                             | Parcel ID No.      |
|--------------------|--|--|--|--------------------|
| Vernon Ventures    | 240 Vernon Avenue<br>Delaware, OH 43015<br><br>Mail Address:<br>Vernon Ventures LLC<br>C/O Nithin Dulam<br>Managing Member<br>10342 Townley Court<br>Reminderville, OH 44202 | Total Lands owned is 14.379 ac. Inclusive of Petitioner's Property Located to the Centerline of Vernon Avenue. Lands Excluded from the Annexation is .426 acres<br><b>Total Lands Annexed is 13.953 acres.</b> | Official Record Book 1931, Pages 2705-2707 | 519-442-10-007-000 |
|                    | <b>Total Lands to be Annexed</b>   | <b>13.953 Acres</b>  |  |                    |

All public road rights of way abutting any part of the described territory are being annexed into and will be in the City of Delaware, Ohio as set forth above and per the Map of Territory to Be Annexed.

3. Michael R. Shade is hereby appointed Agent for the undersigned Petitioner ("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 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 Delaware 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 Vernon Avenue 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 Delaware, Delaware County, Ohio is presently Farm Residential District (FR-1) and is presently used as farmland only and Right of Way. The comprehensive plan duly adopted by the City of Delaware, Ohio did anticipate this area was in its Delaware Together Comprehensive Plan and is designated as a Far East Side Focus Area and permits twelve (12) Appropriate Development Types, to wit: Traditional Small Lot Single-Family, Traditional Medium Lot Single-Family, Traditional Small Block Neighborhood, Traditional Activity District (Mixed Use), Suburban Mixed Residential, Commercial Corridor, Regional-Scale Activity Center, Neighborhood-Scale Activity Center, Community-Scale Activity Center, Regional-Scale Activity Center, Industrial (Corridor Industrial) and Agriculture. This proposed use may somewhat be an incompatible land uses to the on the North, East and South other residential the West in the City of Delaware but may not be incompatible to the long-term use plan for the area. The land surrounding on two (2) sides of the proposed annexed



parcels are currently within the City of Delaware Multi-Family Residential District and currently zoned R-6 Multi-Family Residential District on the East and R-6 Multi-Family Residential District with a Planned Mixed-Use Overlay and A-1 Agricultural on the North. 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. Said resolution of services and buffering will be passed and submitted to the Board of County Commissioners of Delaware County, Ohio by the City of Delaware, Ohio within twenty (20) day 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.

**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.**

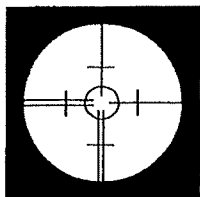
**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.**

Signatures of Petitioner:

**Vernon Ventures LLC**

By:   
Nithin Dulam, Managing Member

Dated: December 5<sup>th</sup>, 2022



# SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street

Delaware, Ohio 43015

740.369.7577

karen.surveys.delaware@gmail.com

## DESCRIPTION OF 13.953 ACRES TO BE ANNEXED TO THE CITY OF DELAWARE, OHIO

This petition is filed as an 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, being part of Farm Lot 17 in Quarter-Township 4, Township 5, Range 19 of the United States Military Lands, being part of the 16.214 acre tract (Tract 1) conveyed to Vernon Ventures LLC in Official Records Volume 1931, Page 2705, and being more particularly described as follows:

**BEGINNING** at the northwest corner of William P. Deel's Subdivision No. 1, recorded in Plat Book 9, Page 130, being in the centerline of Township Road 266 (Vernon Avenue);

thence along the west line of William P. Deel's Subdivision No. 1, and Lot 726 therein, **South 00° 07' 23" West 316.26 feet** to the northwest corner of a 1.002 acre tract conveyed to James A. and Patricia Ann Deel in Deed Book 606, Page 159;

thence along the west line of the said 1.002 acre tract **South 00° 04' 26" West 256.96 feet**;

thence along the south line of the said 1.002 acre tract **South 89° 52' 11" East 153.22 feet**;

thence along the east line of the said 1.002 acre tract **North 00° 06' 24" East 207.69 feet** to the southwest corner of a 1.008 acre tract conveyed to Kilby Deel and Judy Deel in Deed Book 505, Page 199;

thence along the south line of the said 1.008 acre tract **South 88° 53' 32" East 298.37 feet** to a point on the west line of a 3.781 acre tract conveyed to Ross E. Carlson, Jr. in Official Records Volume 1276, Page 2772;

thence along the said west line of the 3.781 acre tract **South 00° 12' 58" West 550.68 feet**;

thence through the original 16.214 acre tract **North 88° 44' 48" West 929.43 feet** to a point on the east corporation line of the City of Delaware (Annexed in 1868, recorded in Plat Book 2, Page 178) ;

[ CONTINUED ON PAGE TWO ]

PAGE TWO

thence along the east corporation line of the City of Delaware (Annexed in 1868, recorded in Plat Book 2, Page 178), through the original 16.214 acre tract, and along the east line of a 1.073 acre tract (Tract 2) conveyed to Vernon Ventures LLC in Official Records Volume 1931, Page 2705, and along an east line of a 1.638 acre tract conveyed to Notturniano Investments, LLC in Official Records Volume 1280, Page 1309 **North 00° 21' 31" East 730.09 feet** to a point in the centerline of Township Road 266 (Vernon Avenue);

thence along the said centerline of Township Road 266 **North 70° 08' 05" East 505.91 feet** to the **POINT OF BEGINNING**;

**containing 13.953 acres, more or less;**

Basis of bearings is the centerline of Vernon Avenue (N70°08'05"E) per Official Records Volume 1931, Page 2705. 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.

*K S Coffman*  
Karen S. Coffman, Surveyor  
Registration No. 7845



- 730.09 feet of total boundary is contiguous to The City of Delaware;
- 3948.61 feet is the perimeter of territory to be annexed;
- 18.49% of perimeter is contiguous to The City of Delaware;
- total acreage to be annexed is 13.953 acres;
- 505.91 feet of Township Road is affected by this annexation;

**DELAWARE COUNTY ENGINEER**  
**Map Department**

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

*Rob Lectka*

Rob Lectka  
By

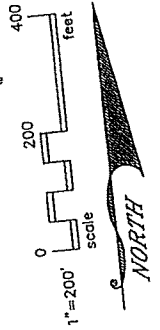
12-9-22  
Date



# SCIOTO LAND SURVEYING SERVICE, INC.

173 North Sandusky Street Delaware, Ohio 43015 740.369.7577 karen.surveys.delaware@gmail.com

**BASIS OF BEARINGS**  
Centerline of Vernon Avenue  
per O.R.V. 1931, PG. 2705  
(N 70° 08' 05" E)



## VERNON VENTURES LLC ANNEXATION MAP OF TERRITORY TO BE ANNEXED TO THE CITY OF DELAWARE, OHIO

PART OF FARM LOT 17, QUARTER-TOWNSHIP 4, TOWNSHIP 5, RANGE 19, U.S.M.L.  
DELAWARE TOWNSHIP, DELAWARE COUNTY, OHIO

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

730.09' OF TOTAL BOUNDARY IS CONTIGUOUS TO THE CITY OF DELAWARE.

3948.61' IS THE PERIMETER OF TERRITORY TO BE ANNEXED.

18.49% OF PERIMETER IS CONTIGUOUS TO THE CITY OF DELAWARE.

TOTAL ACREAGE TO BE ANNEXED IS 13.953 ACRES.

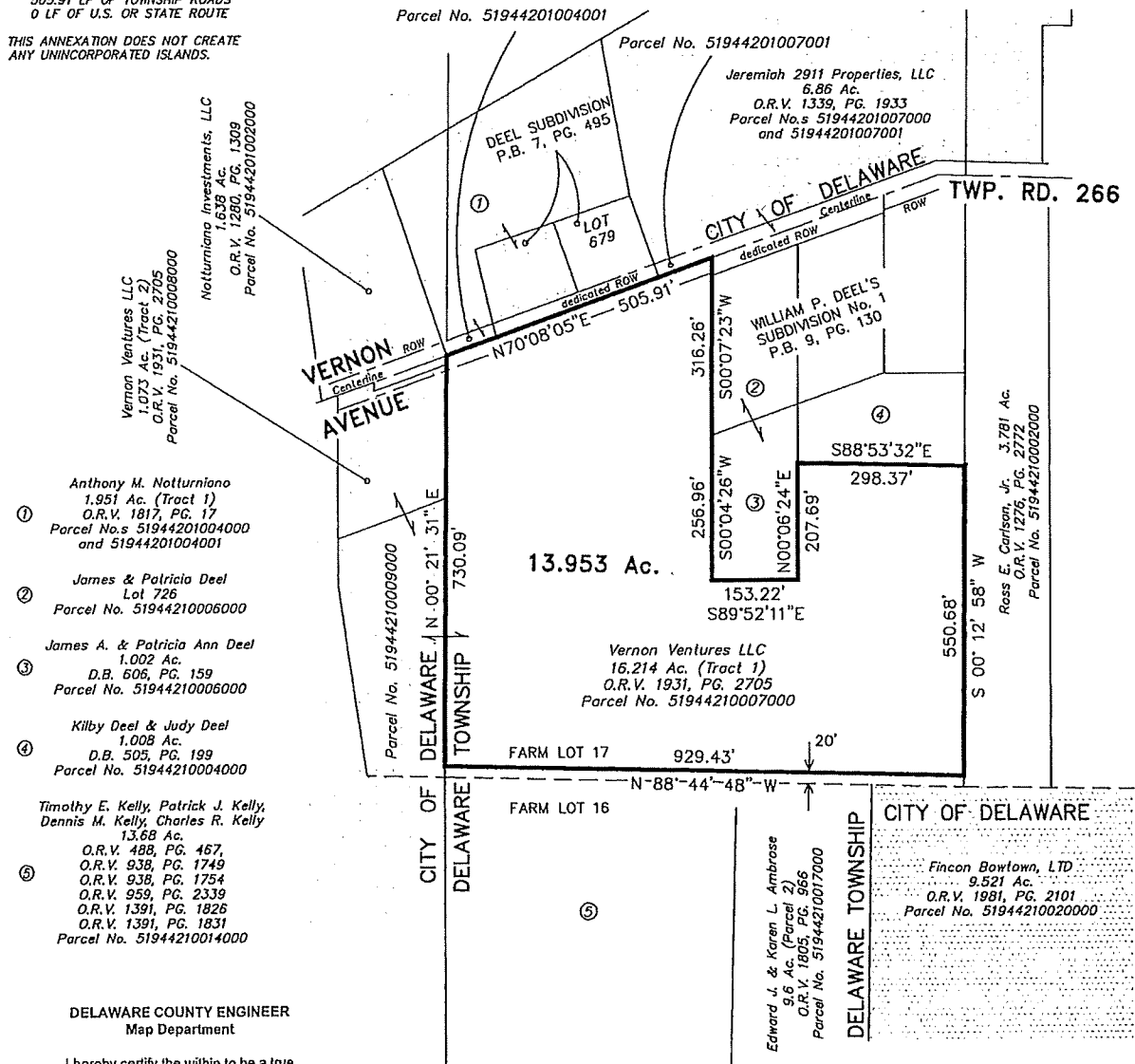
LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 0 LF OF COUNTY ROADS
- 505.91 LF OF TOWNSHIP ROADS
- 0 LF OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES NOT CREATE ANY UNINCORPORATED ISLANDS.

### PREVIOUSLY ANNEXED TERRITORY

- ANNEXED IN 1868 P.B. 2, PG. 178
- ANNEX. ORDINANCE NO. 98-54 COMMISSIONERS JOURNAL 38, PG. 945
- ANNEX. ORDINANCE NO. 96-28 P.C. 1, PG. 582



- ① Anthony M. Notturiano  
1.951 Ac. (Tract 1)  
O.R.V. 1817, PG. 17  
Parcel No.s 51944201004000  
and 51944201004001
- ② James & Patricia Deel  
Lot 726  
Parcel No. 51944210006000
- ③ James A. & Patricia Ann Deel  
1.002 Ac.  
D.B. 606, PG. 159  
Parcel No. 51944210006000
- ④ Kilby Deel & Judy Deel  
1.008 Ac.  
D.B. 505, PG. 199  
Parcel No. 51944210004000
- ⑤ Timothy E. Kelly, Patrick J. Kelly,  
Dennis M. Kelly, Charles R. Kelly  
13.68 Ac.  
O.R.V. 488, PG. 467,  
O.R.V. 938, PG. 1749  
O.R.V. 938, PG. 1754  
O.R.V. 959, PG. 2339  
O.R.V. 1391, PG. 1826  
O.R.V. 1391, PG. 1831  
Parcel No. 51944210014000

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 Dawson*

Rob Lektka

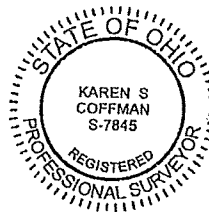
By

12-9-22

Date

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.

*Karen S Coffman*  
KAREN S. COFFMAN, SURVEYOR  
Registration No. 7845  
DECEMBER 8, 2022





LIST OF PROPERTY OWNERS

| <u>North of Property to be Annexed</u>  | <u>Acres</u>          | <u>PIN</u>   |
|---|-----------------------|--|
| NOTTURNIANO INVESTMENTS LLC<br>74 GLENGARY DR<br>DELAWARE OH 43015  | 1.638                 | 51944201002000                                     |
| ANTHONY M NOTTURNIANO<br>STATUTORY AGENT FOR<br>NOTTURNIANO INVESTMENTS LLC<br>74 GLENGARY DRIVE<br>DELAWARE OH 43015 |                       |  |
| ANTHONY NOTTURNIANO<br>74 GLENGARY DR<br>DELAWARE OH 43015  | .561<br>1.906<br>.044 | 51944201003000<br>51944201004000<br>51944201004001 |
|   | Lot 678               | 51944201005000                                     |
| JEREMIAH 2911 PROPERTIES LLC<br>451 VERNON AVENUE<br>DELAWARE OH 43015  | 6.544<br>.316         | 51944201007000<br>51944201007001                   |
| KIRBY HSU<br>STATUTORY AGENT FOR<br>JEREMIAH 2911 PROPERTIES, LLC<br>f4500 KLONDIKE ROAD<br>DELAWARE OH 43015         |                       |  |
| KILBY DEEL<br>JUDY A DEEL<br>440 VERNON AVE<br>DELAWARE OH 43015  | 1.010                 | 51944210004000                                     |

East of Property to be Annexed

|                   |         |                |
|-------------------|---------|----------------|
| JAMES DEEL        | 2.112 & | 51944210006000 |
| PATRICIA DEEL     | Lot 726 |                |
| 370 VERNON AVE    |         |                |
| DELAWARE OH 43015 |         |                |

|                   |       |                |
|-------------------|-------|----------------|
| ROSS E CARLSON JR | 3.781 | 51944210002000 |
| 508 VERNON AVE    |       |                |
| DELAWARE OH 43015 |       |                |

South of Property to be Annexed

|                        |      |                |
|------------------------|------|----------------|
| VERNON VENTURES LLC    | .426 | 51944210007000 |
| 10342 TOWNLEY CT       |      | ( Part of PIN  |
| REMINDERVILLE OH 44202 |      | Being Annexed) |

NITHIN DULAM  
 STATUTORY AGENT OF  
 VERNON VENTURES LLC  
 10342 TOWNLEY CT  
 REMINDERVILLE OH 44202

(PETITIONERS HEREIN)

West of Property to be Annexed

|                        |       |                |
|------------------------|-------|----------------|
| VERNON VENTURES LLC    | 1.070 | 51944210008000 |
| 10342 TOWNLEY CT       | 1.835 | 51944210009000 |
| REMINDERVILLE OH 44202 |       |                |

NITHIN DULAM  
 STATUTORY AGENT OF  
 VERNON VENTURES LLC  
 10342 TOWNLEY CT  
 REMINDERVILLE OH 44202

(PETITIONERS HEREIN)

LETTERS PREVIOUSLY REQUIRED UNDER THIS TAB ARE NO LONGER REQUIRED PER  
THE DELAWARE COUNTY ENGINEER AND MAP ROOM DEPARTMENT.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Resolutions

**AGENDA SECTION:** **CONSIDERATION OF RESOLUTION NO. 23-40**

**SUBJECT:** Resolution No. 23-40, a resolution accepting negotiated changes to the Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers' Bargaining Unit) Employees Agreement with the City of Delaware.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[Fact Sheet 23-40 FOP Blue Unit Contract.pdf](#)

[Resolution 23 -40 FOP Blue Unit Contract.pdf](#)

[DRAFT FOP Patrol Contract 2022-2025 for signatures.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: 14

DATE: 05/22/2023

ORDINANCE NO:

RESOLUTION NO: 23-40

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, Human Resources Manager

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (PATROL OFFICERS' BARGAINING UNIT) EMPLOYEES AGREEMENT WITH THE CITY OF DELAWARE.

**BACKGROUND:**

On December 12, 2022, this Council passed Resolution 22-61, which denied and rejected the Fact-Finder's report and recommendations on the unresolved issues the City and the FOP Patrol Officers' Bargaining Unit ("Blue Unit"). The parties were subsequently able to reach consensus on terms for a new collective bargaining agreement.

This contract includes a wage package of 5% in 2023, 4% in 2024, and 3% in January 2025 and 2% in June 2025.

In addition to wages, the non-economic/operational changes and additional economic changes are detailed below:

1. Inclusion of new health insurance language.

**REASON WHY LEGISLATION IS NEEDED:**

The current contract expired on June 25, 2022. In order to finalize the tentative agreements, this resolution needs to be adopted by City Council.



**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

1/1/23: 5% wage increase

1/1/24: 4% wage increase

1/1/25: 3% wage increase

6/1/25: 2% wage increase

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Jessica Feller, Human Resources Manager

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Draft contract changes

RESOLUTION NO. 23-40

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (PATROL OFFICERS’ BARGAINING UNIT) EMPLOYEES AGREEMENT WITH THE CITY OF DELAWARE.

WHEREAS, the existing contract with the Fraternal Order of Police, Ohio Labor Council, Inc. , Patrol Officers’ Bargaining Unit (“FOP Blue Unit”) employees expired on June 25, 2022; and

WHEREAS, adoption of the new negotiated contract with the FOP Blue Unit employees, effective June 26, 2022, requires approval of a majority of City Council members and a majority of the members of the FOP Blue Unit employees, and;

WHEREAS, a majority of the members of the FOP Blue Unit employees voted in favor of adopting the new negotiated contract.

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

SECTION 1. That the negotiated changes to the contract between the City of Delaware and the Fraternal Order of Police, Ohio Labor Council, Inc. , Patrol Officers’ Bargaining Unit employees are hereby accepted.

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

SECTION 3. That this Resolution shall take effect and be in force immediately after its passage, retroactive to June 26, 2022.

PASSED: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
MAYOR

AGREEMENT BETWEEN THE CITY OF DELAWARE



AND THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.



ON BEHALF OF THE PATROL OFFICERS’  
BARGAINING UNIT  
OF THE POLICE DEPARTMENT OF THE  
CITY OF DELAWARE

EFFECTIVE DATES

JUNE 26, 2022 - JUNE 25, 2025

TABLE OF CONTENTS

ARTICLE 1 - AGREEMENT..... 1

ARTICLE 2 - RECOGNITION ..... 4

ARTICLE 3 - MANAGEMENT RIGHTS ..... 5

ARTICLE 4 - NO STRIKE/NO LOCKOUT..... 6

ARTICLE 5 - SENIORITY ..... 7

ARTICLE 6 - DUES ..... 9

ARTICLE 7 - NON-DISCRIMINATION..... 12

ARTICLE 8 - F.O.P. RELEASE TIME..... 13

ARTICLE 9 - INTERNAL REVIEW..... 14

ARTICLE 10 - CORRECTIVE ACTION AND RECORDS ..... 17

ARTICLE 11 - GRIEVANCE PROCEDURE..... 20

ARTICLE 12 - WORK RULES AND DIVISION DIRECTIVES ..... 25

ARTICLE 13 - MISCELLANEOUS..... 26

ARTICLE 14 - WAGES..... 28

ARTICLE 15 - PAY PLAN ADMINISTRATION ..... 29

ARTICLE 16 - HOURS OF WORK AND OVERTIME..... 32

ARTICLE 17 - SHIFT DIFFERENTIAL ..... 36

ARTICLE 18 - LONGEVITY COMPENSATION..... 38

ARTICLE 19 - CLOTHING AND EQUIPMENT ALLOWANCE ..... 39

ARTICLE 20 - HOLIDAY PAY ..... 41

ARTICLE 21 - VACATION TIME..... 44

ARTICLE 22 - SICK LEAVE..... 49

ARTICLE 23 - INJURY LEAVE..... 52

ARTICLE 24 - SPECIAL LEAVES ..... 54

|  |    |
|--|----|
| ARTICLE 25 - TUITION REIMBURSEMENT .....     | 56 |
| ARTICLE 26 - MILITARY LEAVE .....            | 58 |
| ARTICLE 27 - INSURANCE.....                  | 61 |
| ARTICLE 28 - HEALTH AND SAFETY.....          | 66 |
| ARTICLE 29 - SHIFT PREFERENCE .....          | 68 |
| ARTICLE 30 - LABOR RELATIONS MEETINGS .....  | 69 |
| ARTICLE 31 – CANINE OFFICER .....            | 71 |
| ARTICLE 32 - RESIDENCY.....                  | 73 |
| ARTICLE 33 – SUBSTANCE ABUSE TESTING .....   | 74 |
| ARTICLE 34 – MID-TERM BARGAINING.....        | 80 |
| ARTICLE 35 – PHYSICAL FITNESS INCENTIVE..... | 84 |
| ARTICLE 36 - DURATION OF AGREEMENT .....     | 85 |



**ARTICLE 1**  
**AGREEMENT**

**Section 1. Agreement.**

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 of Ohio-Labor Council, Inc. (hereinafter referred to as the F.O.P.), which represents Delaware County Lodge No. 56.

**Section 2. Purpose.**

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the F.O.P.

**Section 3. Legal References.**

- A. 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, its employees, and the F.O.P. are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, worker's compensation, and retirement of Police Officers are not superseded by this Agreement except where supplemental workers' compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from the eligible lists are not subjects of bargaining under this Agreement.
- B. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall be

limited to the circumstances which the law or tribunal has prescribed and shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this Agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet as soon as practicable, but no later than thirty (30) days after receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.

C. All references in this Agreement to the male gender shall be equally applicable to the female gender.

D. The City agrees that no employee hereunder shall be asked to make any written or verbal Agreement which may in any way conflict with this Agreement.

**Section 4. Sanctity of Agreement.**

No changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties and accepted by City Council and by the Bargaining Unit.

**Section 5. Changes in Terms and Conditions of Employment.**

Subject to the specific rights retained by the City in this Agreement, the City recognizes its legal obligation under Ohio Revised Code Section 4117 to bargain with the F.O.P. prior to implementation of any changes in wages, hours or other terms and conditions of employment applicable to members of the Bargaining Unit.

**Section 6.**

Whenever practical, the City agrees to notify the union in advance of any changes in the employment relationship that may affect the F.O.P. or its members through the labor-management committee. This notification is not to constitute an abridgement of management's rights to make changes that it deems necessary. Decisions to change

policy and procedures that do not directly affect wages, hours and other terms and conditions of employment are not subject to the grievance procedure.

## ARTICLE 2

### RECOGNITION

#### **Section 1. Recognition.**

The City hereby recognizes the F.O.P. as the sole and exclusive representative for all employees included in the Bargaining Unit described in Section 2 of this article. The F.O.P. is recognized by the City as the sole and exclusive representative of all Bargaining Unit members 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. Bargaining Unit.**

The Bargaining Unit shall include full-time Police Officers of the City of Delaware Police Department and shall not include the Chief of Police, Assistant Chief of Police, one Captain designated as Management Captain, all officers of the rank of Sergeant and above, non-law enforcement personnel or any other employees of the Delaware Police Department.

### ARTICLE 3

#### 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 Chief of Police to manage the Police 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 the Police 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 work force and to determine the number of personnel needed in any agency or 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 purchase equipment, materials, or services, or to subcontract for services, except that the City agrees that it will not subcontract under circumstances that will result in the layoff of members or continued layoff of members.
- D. 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.
- E. 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 this Agreement.
- F. The right to take any necessary actions to carry out the mission of the City.



## ARTICLE 4

### NO STRIKE/NO LOCKOUT

Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the City and the FOP recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Delaware. Therefore:

- A. The FOP agrees that neither it, its officers, agents, representatives, or 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 FOP by certified mail that any of its members are engaged in any such strike activity, as outlined above, the FOP shall immediately, conspicuously, post notice over the signature of an authorized representative of the FOP 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 FOP, 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 FOP.

## ARTICLE 5

### Seniority

#### Section 1.

Seniority shall be defined as the length of total accumulated service with the Delaware Police Department as a sworn police officer. Seniority in rank for supervisors shall be the date of promotion to each rank. Work hours in appointed positions of Detective, School Resource Officer and Community Relations Officer are at the discretion of the Chief of Police. Approved leaves of absence shall not be considered a break in service.

#### Section 2.

An employee's seniority shall be terminated when one or more of the following occur:

- a. He/she resigns;
- b. He/she is discharged for just cause;
- c. He/she is laid off for a period exceeding the contract terms;
- d. He/she retires;
- e. He/she refused a recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice by certified mail to the employee's last official address, as shown on the Employer's records.

#### Section 3:

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be based on their position on the certified eligibility list from which they were hired.

#### Section 4:

During the months of January and July of each year, the Employer shall post one (1) copy of the current seniority list for all employees within the bargaining unit and supply a copy to the F.O.P.

These lists shall be considered final and binding upon the Union and the employee, unless a notice of appeal is submitted through the Grievance Procedure within ten (10) days from the date of the posting of the seniority list.

**Section 5:**

The probationary period for all newly hired employees will end twelve (12) months from the date of successful completion of the Field Training program. Any 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. The City shall have the right to terminate employment of any employee during the probationary period with no appeal rights through the grievance process.

## ARTICLE 6

### DUES

#### **Section 1. Labor Council Dues Deductions.**

The City agrees to deduct from the wages of any employee who is a member of the Labor Council, all Labor Council membership dues uniformly required. The Labor Council will notify the City from time to time of the dues it charges and its current membership. The Labor Council agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues collected shall be paid over by the employer once each month to the F.O.P. Ohio Labor Council at 222 E. Town Street, Columbus, Ohio 43215.

#### **Section 2. F.O.P. Dues Deductions.**

The City will deduct from the wages and turn over to the appropriate designated officer of the local Fraternal Order of Police, Delaware County Lodge, the regularly monthly F.O.P. dues of such member who shall individually and voluntarily certify in writing that they authorize such deduction. This authorization shall be specifically in writing and will require the employee and the F.O.P. to agree to hold the City harmless for any payment made to the F.O.P. by the City during the term of this voluntary assignment. The amount deducted from the employee's paycheck with regard to the local dues which are voluntarily authorized shall be turned over to the F.O.P. Delaware County Lodge no later than thirty (30) days following such deduction.

#### **Section 3. Other Deductions.**

The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

**Section 4. Bulletin Boards.**

The F.O.P. shall be provided an F.O.P. bulletin board at Police headquarters. F.O.P. bulletins and F.O.P. material only will be permitted to be posted on this board.

**Section 5. Ballot Boxes.**

The F.O.P. shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Police headquarters up to four times per calendar year for the purpose of collecting members' ballots on all F.O.P. issues subject to ballot. Such boxes shall be the property of the F.O.P. and neither the ballot boxes nor their contents shall be subject to the Department's review.

**Section 6. Bargaining Unit Meetings.**

The F.O.P. shall be permitted, upon prior written request to the Chief of Police, to hold meetings, for F.O.P. members employed by the City of Delaware, at Police Headquarters or City Council Chambers. The notification required under this Section shall be delivered to the Chief at least forty-eight (48) hours prior to the time for the requested meeting and shall state the date, time, and requested location of the meeting. The City agrees to allow the F.O.P. to use the requested location on the date and at the time specified in the F.O.P. request provided the location is not otherwise in use. However, under no circumstances will F.O.P. use of these facilities be permitted to interfere with the business of the City. In the event that permission is granted at the time of the request and the requested facility, due to unexpected events arising during the 48-hour notice period, is needed for City business, then the permission will be revoked. In the event the permission must be revoked, the City will, if possible, give the F.O.P. at least twelve (12) hours notice of the revocation. If it is impossible to give twelve (12) hours notice, the City will give the F.O.P. as much notice as is possible.

**Section 7. Use of Intra-Departmental Mails.**



The F.O.P. shall be permitted to utilize the intra-departmental mail boxes and email for the purpose of providing information pertaining to F.O.P. business or Bargaining Unit representation, to Bargaining Unit members. The F.O.P. agrees that the use of the mail boxes and email will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P. business or Bargaining Unit representation. The City reserves the right to deny such access in the event that the use of such boxes or email interferes with the business of the City or the Police Department by restricting access to such boxes or email for City or Police Department business. All mail placed into the mail boxes by the F.O.P. shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subjected to the City's review. Email will be subject to current City policy and procedures.

## ARTICLE 7

### NON-DISCRIMINATION

#### Section 1.

The City and the FOP 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 FOP, and shall not discriminate, interfere, restrain or coerce any employee because of FOP membership or because of any employee activity in an official capacity on behalf of the FOP as long as that activity does not conflict with the terms of this agreement.

#### Section 4.

The FOP agrees not to interfere with the right of employees to refrain or resign from membership in the FOP, and shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the FOP or involvement in FOP activities.

## ARTICLE 8

### F.O.P. RELEASE TIME

Elected officers of the F.O.P., or grievance representatives of the Labor Council will have available a combined total bank of 80 hours of release time with pay during each calendar year to attend F.O.P. sponsored training programs relative to grievance representation or matters relative to contract administration and/or labor relations. Such leave shall not be unreasonably denied, provided that:

1. The member officer gives at least two (2) weeks advance notice of the request for leave to the Chief of Police, or his designee, including the date, time, place, and use for the leave.
2. Such time off does not, in the opinion of the Chief, adversely affect departmental schedule and operational requirements.
3. Such time off shall not be devoted to collective bargaining on behalf of the lodge with the State, a county, or any political subdivision.

## ARTICLE 9

### 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 F.O.P. representation if he so desires and requests such representation. The F.O.P. representative shall be the grievance-liaison representative for that shift. If the grievance-liaison representative for that shift is not available, then one of the grievance-liaison representativeS for the other two shifts shall be contacted to represent the member. If no grievance-liaison representative is available within four (4) hours, then the investigation may be continued up to 72 hours later, unless the Chief determines the delay would interfere with the ability of the Department to effectively conduct the investigation.
- B. Subject to the provisions in Section A above, in the event F.O.P. representation is requested in such an investigatory interview, no questions shall be asked the member without the member's F.O.P. representative being present.
- C. In the event F.O.P. representation is requested in such an investigatory interview, the member may consult with his F.O.P. representative at any time before the investigatory interview and the F.O.P. representative may act as a witness during the interview but the F.O.P. representative may not interfere with the member during the investigatory interview. This does not limit the right of the member to ask for a break during the interview to consult with his F.O.P. representative.
- D. Except in circumstances requiring otherwise, members will usually be asked questions during duty hours; however, the Chief may determine that the operations of the Department require questioning after 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. The City will request that the complaining party write out a signed statement to assure the validity of the complaint. In the event a complaint is received from an anonymous source, or the complainant does not write out a signed statement, the City will not take action against the member complained about unless the complaint is supported by other corroborative evidence. This does not preclude constructive discussion between a Member and his supervisor.



- 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. For the purpose of this review, the City reserves the right to delete from the evidence the sources that provided evidence against the member. A member may request an F.O.P. 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, at the conclusion of the investigation.

## ARTICLE 10

### CORRECTIVE ACTION AND RECORDS

- A. No bargaining unit member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause. Both parties further agree that records of Instruction and Cautioning and Written Reprimands are subject to the grievance process up to the City Manager level. All other grievances are subject to the full grievance process.
- B. The City agrees to follow the principle of progressive corrective action. The Chief of Police may skip any step of progressive action if the violations are of a very serious nature. Further, the City agrees to fairly and equitably discipline members.
- C. **Use of Prior Discipline.**  
In assessing proper levels of discipline, the City will take into account the length of time since any previous discipline or offenses have occurred. Records of instruction and cautioning will not be used as a basis for further discipline one (1) year or more after issuance, if no further discipline has occurred. Records of written reprimand will not be used as a basis for further discipline two (2) years or more after issuance if no further discipline has occurred. All other forms of discipline shall be removed from the personnel file upon a Member's request three (3) years from the date of issuance if no further discipline has occurred. Providing there has been no intervening discipline, discipline records after the 1, 2 or 3 year period shall be removed from the file and disposed of or maintained in accordance with the City's public records retention schedule then in effect.
- D. **Review of Personnel Files.**  
Any member shall be allowed to review his personnel file. Upon a third-party request for a police officer's file, the City will notify the Chief of Police or his/her

designee, or the office of the Chief of Police, that such a request has been made. The City will use reasonable efforts to make this contact before such release of requested information, however, both parties recognize this may not always be possible. The City shall comply with all applicable laws on this subject. The parties recognize that the City may be required to disclose information from a member's personnel file pursuant to State or Federal laws and current court decisions, and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement. The City also agrees that they will notify the member in writing of any such disclosures. Any member may copy documents in his/her file.

**E. 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.

**F. Inaccurate Documents.**

Should any member have reason to believe that there are inaccuracies in documents contained in his file, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contention, he shall attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's content and disposed in accordance with the City's public records retention schedule then in effect. A member shall have the right to attach a rebuttal or explanation statement to any

document in his personnel file. The official personnel file of all members is kept at the Department of Administrative Services.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### Section 1.

Should any difference or dispute arise between the City and any employee or group of employees in the bargaining unit, or the FOP, with respect to the interpretation or application of a provision of this agreement, it will be considered a grievance and must be resolved in accordance with the provisions of this article. Prior to beginning the formal grievance resolution process identified in Section 7 of this Article, the member shall communicate to his immediate supervisor the issue or incident giving rise to the dispute.

#### Section 2.

The FOP will designate not more than three (3) grievance liaison representatives, one (1) from each shift. From among these three (3) grievance liaison representatives, the FOP may appoint a grievance liaison chairman.

#### Section 3.

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 4.

A grievant shall be entitled to an FOP representative at Steps 2, 3, and 4 of this procedure. The grievant's FOP 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 FOP representative will not suffer any loss of pay for time spent presenting his grievance in any of the steps in this grievance procedure. 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. However,



the City recognizes that members may have conversations regarding grievances during slow work hour periods and shall not discipline such members for such conversations as long as such activity does not interfere with the performance of job duties.

**Section 5.**

All meetings regarding presenting a member's grievance in any of the steps in this grievance procedure may occur during the grievant's duty hours and the grievant and his representative, if he desires one, shall be released from duty for purposes of attending such meetings provided that neither the grievant nor his representative, if one is desired, are needed to satisfy the City's manpower needs, determined at the sole discretion of the Chief

**Section 6.**

For purposes of this article, the term calendar days will be used.

**Section 7.**

All grievances shall be resolved in accordance with the following procedure:

**Step 1.**

If any employee, group of employees in the bargaining unit, or the FOP believes that he or they have a grievance (as defined above), he or they shall first discuss the grievance with the Patrol Captain, or the Chief's Designee, within fourteen (14) calendar days of the incident, or within fourteen (14) calendar days of the time the employee should have been aware of the incident. If the grievant is not satisfied with the Patrol Captain's proposed disposition of the grievance, then within seven (7) calendar days:

**Step 2.**

The grievance shall be reduced to writing and shall be signed by the aggrieved employee, employees, or the FOP, and presented to the Chief of Police. Such written grievance shall designate the relief or disposition sought. Written

grievances shall be filed by the employee or group of employees directly to the Chief or acting Chief. Any grievance not reduced to writing and submitted to the Chief of Police shall be considered as abandoned. Within seven (7) calendar days after he receives the grievance, the Chief of Police will schedule a meeting with the grievant and his representative. (The day of submission is not counted as a day of this step or any succeeding step.) The Chief of Police shall answer the grievance in writing within seven (7) calendar days following the meeting. If the grievant is not satisfied with the proposed disposition, then within seven (7) calendar days:

**Step 3.**

The grievance shall be presented to the City Manager. 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.**

- (1) Appeal to Arbitration. Should the FOP, after receiving the written answer to the grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to satisfaction, they may request it be heard before an arbitrator. The FOP, ~~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.
- (2) Selection of Arbitrator. Within fourteen (14) calendar days following the receipt, by the City Manager or his designee, of the FOP's application for arbitration, the

City Manager, or his designee, and an FOP representative, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbitrators, who are National Academy Certified from which the City and the FOP shall select one (1) 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 shall have the option to completely reject the list of names and request another list only once.

~~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 said panel.~~

(3) Authority of 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 FMCS or AAA. 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 final and binding.

(4) 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 by both parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter 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 any transcript. Grievants, or 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 grievant representative~~, called by the FOP, will be afforded time off, without pay, ~~or will be allowed to use accumulated leave~~ **ANY LOSS OF PAY AND GIVEN** time to attend the hearing, ~~manpower needs permitting~~ **DURING THEIR NORMALLY SCHEDULED WORK HOURS.**

- (5) 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) days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the City and to the FOP.

#### **Section 8. Time Limits.**

It is the Administration's and the FOP's intention that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the FOP's and the Administration's designated representative may mutually agree, at any step, to short time extensions, 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 on any grievance by mutual consent.

#### **Section 9.**

In each step of the grievance procedure outlined in Section 7 above, certain specific representatives shall be given approval to attend the meetings therein prescribed. Upon prior notice, either party may bring additional representatives to any meeting in the grievance procedure.

## ARTICLE 12

### **WORK RULES AND DIVISION DIRECTIVES**

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. The Administration will provide the F.O.P. copies (electronically and one (1) hard copy in a location that is available to all employees) of any revised or new work rules, and Department Directives in advance of their intended effective dates. The City reserves the right to impose immediate rules or directions in the event of emergency conditions or situations. Pursuant to ORC 5502.21 to 5502.51.



## ARTICLE 13

### MISCELLANEOUS

#### **Section 1. F.O.P. Officials Roster.**

The F.O.P. shall provide the Administration an official roster of its officers and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

(A) Name

(B) F.O.P. Office Held

#### **Section 2. Purchase of Service Weapon.**

A member who honorably retires from active duty (normal retirement as defined by OP&F, and permanent or total disability retirement) may purchase his/her service weapon from the Police Department if the member has five or more years of continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00).

#### **Section 3. Agreement Copies.**

As soon as is possible following the signing of this Agreement, the Administration shall place on the intranet or "S" drive and the City's website a fully executed copy of the Agreement. No "hard copies" will be distributed by the City. One original signed Agreement will be given to the F.O.P. and to the City. The F.O.P. shall be responsible for distributing copies to its members, if such is desired by the F.O.P.

#### **Section 4. Special Duty.**

- A. Members shall be permitted to work special duty assignments so long as any such duty does not conflict with the work schedule and is approved by the Chief. The rate of compensation shall be reviewed by the union and the Chief annually and then a mutually agreed upon rate shall be set by the Chief
- B. While working special duty assignments the member shall be considered to be acting under, and subject to, the terms of his employment with the City. Members

will be permitted to utilize City uniforms, clothing, and/or specific equipment issued to each officer. The use of departmental equipment shall not be allowed without prior approval of the chief of police.

- C. Hours worked in a special duty capacity by a member shall be excluded from the calculation of hours for which such member may be entitled to receive overtime compensation.
- D. While on special duty assignments members shall perform such assignments subject to the wishes of the special duty employer, except that the member is bound by the Delaware Police Department rules and regulations, policies, order and procedures governing the duties and responsibilities and good conduct of police service. Members shall be subject to departmental discipline for their actions while working in a special duty capacity.

**ARTICLE 14**

**WAGES**

**Section 1. Pay Ranges and Rates.** For the dates specified below, the new pay rates are effective for the pay period including the date. The following pay rates, reflecting a ~~5%~~ ~~3%~~ increase for ~~2023~~ ~~2020~~, and a ~~4%~~ ~~3%~~ increase for ~~2024~~ ~~2021~~, and a 3% increase for ~~2025~~ ~~2022~~ **AND A 2% INCREASE EFFECTIVE MID-YEAR OF 2025** will be paid members.

| <b>FOP Patrol</b>   |              |              |              |              |               |
|---------------------|--------------|--------------|--------------|--------------|---------------|
|                     | Step 1       | Step 2       | Step 3       | Step 4       | Step 5        |
| <b>Eff 1/1/2023</b> | \$ 31.99     | \$ 34.00     | \$ 36.42     | \$ 42.66     | \$ 44.57      |
|                     | \$ 66,539.20 | \$ 70,720.00 | \$ 75,753.60 | \$ 88,732.80 | \$ 92,705.60  |
| <b>Eff 1/1/2024</b> | \$ 33.27     | \$ 35.36     | \$ 37.88     | \$ 44.37     | \$ 46.35      |
|                     | \$ 69,201.60 | \$ 73,548.80 | \$ 78,790.40 | \$ 92,289.60 | \$ 96,408.00  |
| <b>Eff 1/1/2025</b> | \$ 34.27     | \$ 36.42     | \$ 39.02     | \$ 45.70     | \$ 47.74      |
|                     | \$ 71,281.60 | \$ 75,753.60 | \$ 81,161.60 | \$ 95,056.00 | \$ 99,299.20  |
| <b>Eff 6/1/2025</b> | \$ 34.96     | \$ 37.15     | \$ 39.80     | \$ 46.61     | \$ 48.69      |
|                     | \$ 72,716.80 | \$ 77,272.00 | \$ 82,784.00 | \$ 96,948.80 | \$ 101,275.20 |

**Section 2. Pension “Pick-Up”.**

Effective on a date to be determined the City will **no longer** pick up (assume and pay) any portion of the employee contribution to the Police and Fire Pension Fund.

**Section 3. Application of Hourly Rates**

The hourly rates as set forth under this section are based on a 40-hour workweek and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

## ARTICLE 15

### PAY PLAN ADMINISTRATION

#### Section 1.

The police pay plan shall consist of five (5) individual steps within a single pay grade through which police officers shall move laterally (from Step One to Step Five) as depicted below:

The Chief of Police and Department of Administrative Services shall determine the entrance level and minimum salary for each Police Officer.

A. When a Police Officer is hired at Step 1, the following occurs:

- Police Officers shall advance to Step Two (2) on the first day of the pay period following completion of the Field Training Officer (FTO) program.
- Police Officers shall advance to Step Three (3) on the first day of the pay period following successful completion of the probationary period.
- Police Officers shall advance to Step Four (4) on the first day of the pay period following completion of one (1) year of continuous service at the Step Three (3) level.
- Police Officers shall advance to Step Five (5) on the first day of the pay period following completion of one (1) year of continuous service at the Step Four (4) level.

B. When a Police Officer is hired higher than Step 1, the following occurs:

- Police Officers shall advance to the next scheduled step on the first day of the pay period following completion of their probationary period.

C. The date upon which Police Officers officially earns compensation shall constitute the Police Officers hire date and shall serve as the basis upon which any accrual of salary and/or benefits provided under this Agreement are calculated.

- D. Time off without pay shall delay any salary step increases by an equivalent amount of workdays involved. The effective date of such return to regular paid status shall serve as the new basis for any accrual of salary and/or benefits.
- E. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
- F. Salary step advancements prescribed in this article shall occur automatically with regard to Police Officers.
- G. Members who are required to perform the duties of the Sergeant's classification will receive compensation for the time performing these duties at the step three (3) Sergeant's rate. The additional compensation, over and above the top patrolman's rate, will be paid at the step three (3) Sergeant's rate. With respect to the second and third shifts, this provision shall apply automatically anytime a sergeant is not on duty.
- H. Members serving as a Field Training Officer (FTO) shall be paid one (1) hour of compensatory time for each work day served in said capacity.

**Section 2. Specifications of the Pay Plan.**

Notwithstanding the foregoing provisions of Section 1 above, the rate of pay for members affected by personnel actions listed below shall be as follows:

- A. **Disciplinary Demotion.** Whenever a member is demoted for disciplinary reasons, he shall be paid at the applicable step based on years of service.
- B. **Voluntary or Disability Demotion.**
  - (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.



- (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected disability, he shall be paid at the top step in the lower pay grade.
- (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.
- (4) Whenever a member is given a demotion due to a disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.
- C. **Reappointment.** Whenever a member is reappointed to a position where he previously held regular full-time status, his rate of pay shall be at the step and grade at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.
- D. **Re-employment.** Whenever a member is reemployed by the City, his rate of pay shall be at the step and grade at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.

## ARTICLE 16

### HOURS OF WORK AND OVERTIME

#### Section 1. Definition.

The workweek shall consist of 40 hours per week (five 8-hour work days or four 10-hour work days) or a section 207(k) system authorized by the Fair Labor Standards Act. While the current (4-2) 207(k) system is in effect, two scheduled days off a year will be rescheduled as work days with the intent that these will be used by the City as training days. In lieu of using two scheduled days off per year for training purposes, a member may be required to forfeit up to 16 hours of banked time on the last pay period of the year. The City may change to a work week of five 8-hour work days or four 10-hour work days at its sole discretion. If the City contemplates a change to a different 207(k) system, the City will meet and confer with the F.O.P. in an effort to reach agreement on the schedule. Any change in the schedule will be made with three (3) months notice to members.

Absent emergency conditions requiring otherwise, days off shall always be consecutive days, though not necessarily in the same workweek. The City will make every effort to insure each Member is able to take a thirty (30) minute lunch period while on duty, as calls for services and usual and emergency duties allow. The City retains full discretion in this matter. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of 40 hours and a work year of 2,080 hours

#### Section 2. Work Schedule.

The City recognizes the benefit to be achieved from advanced notice of scheduling and, accordingly, agrees that, unless unusual circumstances prohibit, the work schedule for the bargaining unit members will be posted at least six (6) 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 as far in advance as possible.

**Section 3. Overtime.**

Members shall be compensated at straight-time rates for all hours in paid status, except that all hours in paid status in excess of the hours of their regularly scheduled work day in any day shall be compensated for at a rate of time and one-half. Payment shall be made for any overtime due at the time of separation from City service.

**Section 4. Overtime Policy.**

It shall be the policy of the Administration to avoid overtime work except when absolutely necessary. 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.

**Section 5. Report in Pay/Call in Pay/Court Pay.**

1. When a member is ordered or called to report for work outside of a regular scheduled shift, he shall be paid three (3) times his base hourly rate for the first hour and one and one-half (1 ½) times his base hourly rate for all other hours worked for which he is ordered or called to work (including off-duty court appearances).
2. When a member is ordered or called to report for work, two (2) hours or less prior to the start of a regular scheduled shift, or within one-half (1/2) hour from the time he reports off duty he shall be paid one and one-half (1 ½) times his base hourly rate for all hours worked for which he is ordered or called to work (including off-duty court appearances): however only for off-duty court appearances prior to the start of a regularly scheduled shift, the member will be paid from when he reports to court up to and through the beginning of the start of his regularly scheduled shift.
3. When a member is subpoenaed for court on an approved vacation day, he shall inform his supervisor and the court within 48 hours of receiving the subpoena that he is not available that day. The member will make a reasonable attempt to have the subpoena dismissed. If

the subpoena is not dismissed and the member is required to appear, the member shall be paid a minimum of three times his hourly rate for the first hour, and one and one half (1 ½) times his hourly rate for all subsequent hours required for the court appearance. All vacation hours will be returned to the member's vacation bank for the time actually spent for the court appearance during what would have been his regularly scheduled work hours.

**Section 6. Compensatory Time Off or Cash Payments.**

All overtime earned shall be compensated for by cash payments unless the member elects to receive compensatory time off. Such compensatory time off shall equal one and one-half hours for each hour of overtime compensation to which the member is entitled. No member may accumulate more than two hundred (200) hours of compensatory time. Any member who reaches the maximum hourly limit shall thereafter be paid overtime compensation for overtime hours worked.

**Section 7. Separation Payment for Compensatory Time.**

- A. A member who is to be separated from the service through discharge, resignation, retirement, or layoff, and who has unused compensatory time to his credit, shall be paid the cash value for such accrued compensatory time.
- B. When a member dies while in paid status, the cash value of any unused compensatory time, in addition to vacation leave pay to his credit, shall be paid to the surviving spouse or to the estate of the deceased member.
- C. A member may elect to cash in up to two (2) weeks of compensatory time and receive equivalent pay during any calendar year. A member must inform the Chief of Police prior to August 1 of the year preceding the calendar year in which he intends to make the trade.

**Section 8. Exchange of Shifts/Duty Days.**

Members shall be permitted, with the approval of their immediate supervisors, to exchange a work day or shift assignment. However, exchanges of workdays or shift assignments lasting two or more consecutive days shall require the approval of the Chief of Police or his designee.

**Section 9. On-Call Pay.**

Effective January 1, 2005, all permanently assigned detectives shall receive an annual stipend of five hundred dollars (\$500) for being subjected to the “on-call rotation.” Said stipend shall be paid in two annual installments in the same manner as longevity pay.

**Section 10. Yearly Time Change.**

A member shall be paid at overtime rate for the one extra hour actually worked on the hour of the fall time change to Eastern Standard Time. The officer shall have one hour of straight time pay or other accumulated time subtracted from his/her leave balance if scheduled to work on the hour in spring when Daylight Savings Time takes effect.



## ARTICLE 17

### SHIFT DIFFERENTIAL

#### Section 1. Shift Differential Pay Rates.

Shift differential pay is as follows:

Ninety Five cents (\$0.95) per hour for any shift during which a majority of the scheduled hours occur between 3:00 p.m. and 11:00 p.m., and;

One dollar and ten cents (\$1.10) per hour for any shift during which a majority of the scheduled hours occur between 11:00 p.m. and 7:00 a.m.

If exactly half of the scheduled hours occur between 3:00 p.m. and 11:00 p.m. and half between 11:00 p.m. and 7:00 a.m., then shift differential will be one dollar (\$1.00) per hour.

#### 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. regardless of the hours they actually work. However, in the event of a change in permanent schedule or in the event of a temporary change in schedule of ten (10) or more consecutive scheduled shifts resulting in less than a majority of the members scheduled work hours occurring between 3:00 p.m. and 7:00 a.m., shift differential pay will not be provided.

#### 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 a regularly scheduled work day, 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 circumstances.

## ARTICLE 18

### LONGEVITY COMPENSATION

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

|    |  |              |
|----|--|--------------|
| a) | After five (5) years of continuous service         | \$600/year   |
| b) | After ten (10) years of continuous service         | \$800/year   |
| c) | After fifteen (15) years of continuous service     | \$1,000/year |
| d) | After twenty (20) years of continuous service      | \$1,200/year |
| e) | After twenty-five (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. Payment shall be based upon continuous years of service as an officer in the Delaware Police Department as of the first day of the first pay period in June.

Upon termination of service for any reason, members who are eligible for longevity pay under this section (or in the event of death, the surviving spouse or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the member's last payment date.

For the purpose of this section, continuous years of service shall include approved military leave.

## ARTICLE 19

### **CLOTHING AND EQUIPMENT ALLOWANCE**

#### **Section 1. Initial Issue.**

Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Delaware Police Department.

#### **Section 2. Annual Allowance.**

All bargaining Unit members shall receive an annual uniform allowance in the amount of ~~Seven Hundred Dollars (\$700.00)~~ **NINE HUNDRED (\$900.00)**. All such uniform purchases shall be made by the Delaware Police Department.

#### **Section 3. Specialty Assignment Initial Issue**

All bargaining unit members who are assigned to specialty positions as K-9 Officer, Bike Patrol Officer, or Delaware Tactical Unit member will be provided with two full uniforms upon assignment.

#### **Section 4. Maintenance Allowance.**

All bargaining Unit members shall receive a maintenance allowance of four hundred (\$400.00) in January of each year.

#### **Section 5. Lost or Damaged Uniforms and Equipment.**

The City will replace or repair any lost or damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence.

#### **Section 6. Damaged Eyeglasses.**

Eyeglasses which are lost or damaged while the bargaining unit member is engaged in the performance of their duties, not resulting from negligent action, shall be compensated for by the City at the current rate of replacement up to a limit of four hundred (\$400) dollars. For an affected employee to afford themselves the benefit of this reimbursement, the employee shall provide the employer a written explanation of the incident that gave cause

for such loss or damage. Upon receiving such signed report, the employer shall include the proper amount of funds to comply with the requested reimbursement in the employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period.



## ARTICLE 20

### HOLIDAY PAY

**Section 1. Holidays.** The following are designated as paid holidays for members:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
**JUNETEENTH**  
Independence Day  
Labor Day  
Little Brown Jug Day, ½ day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas, ½ day  
Christmas Day

**Section 2. Holiday Time Off.**

For each holiday observed on a member's workday, said member shall work that holiday unless the member requests and is granted the day off by the Chief of Police through the use of vacation leave, comp time or holiday leave.

**Section 3. Holiday Payment.**

For each of the holidays specified in Section 1 of this article on which a member works, he shall be entitled to holiday compensation equal to double the member's regular rate of pay, except that members shall be entitled to holiday compensation at two and one-half times the member's rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Members who do not work on a designated holiday, either because they are not scheduled to work that day or because they request and are granted vacation leave or holiday leave, will receive holiday compensation of eight (8) hours pay at the member's regular hourly rate.

Holiday compensation will be a combination of cash payment and compensatory time off in accordance with the City's current practice on holiday compensation.

**Section 4. Celebration Day for Holidays.**

For purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday, except that for third shift personnel who work the night before the holiday, the tour of duty beginning the night before the holiday shall be considered the holiday tour.

**Section 5. Holiday Time.**

Use of holiday time or personal days shall be at the member's discretion with the approval of the Chief of Police or designee. In the event requests to use holiday or personal time off are submitted by more than one member for the same time period and otherwise approved by the Chief of Police or designee then the member with most seniority will be given priority if his request was submitted no less than twenty-eight (28) days before the requested time off. Otherwise, conflicting requests will be prioritized for consideration on a first-come, first-served basis.

**Section 6. Accumulation of Holiday Time.**

All members will be permitted to accumulate three (3) year's worth of holiday time. A member's current accumulation of personal days will not count towards this maximum accumulation level. A member may elect to cash in up to one year's worth of holiday time each year. If a member accumulates the maximum amount of time off allowable under this section, then future holiday will be paid in cash at the time it is earned. The Department Head will post a notice in June informing members of the required deadline for selling holiday time and personal leave. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which the member intends to make the trade.

**Section 7. Separation for Holiday and Overtime Accumulation.**

A member who is owed compensation for overtime worked and for work on a holiday shall be compensated at the time of separation.

**ARTICLE 21**

**VACATION TIME**

**Section 1. Vacation Year.**

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. Conditions for Accrual.**

Each full-time status member 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 to be the total of all periods of employment for the City of Delaware Police Department. Any periods 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 begin on the first day of the first pay period following the pay period in which the anniversary date falls.

**Section 3. Accrual Schedule for Vacation.**

The following vacation accrual schedules are established:

| <b>YEARS OF TOTAL SERVICE</b>   | <b>VACATION<br/>HRS/YEAR</b> | <b>VACATION<br/>HRS/PAY</b> |
|---------------------------------|------------------------------|-----------------------------|
| 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. Maximum Accrual of Vacation.**

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.

| <b>YEARS OF TOTAL SERVICE</b>   | <b>MAXIMUM ACCRUAL OF VACATION HOURS</b> |
|---------------------------------|--|
| Less than 5 years               | 320                                      |
| 5 years but less than 10 years  | 480                                      |
| 10 years but less than 15 years | 640                                      |
| 15 or more years                | 800                                      |

**Section 5. Additional Considerations.**

- 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. "Bridge" is defined in this section as a vacation of more than two work weeks.
- 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 designated beneficiary or to the estate of the deceased.

- D. Supervisors will make their vacation requests first based on seniority in rank and then officers by seniority. Exceptions may be made by the Chief of Police if the circumstances warrant it.
- E. A member may be ordered to work on a previously approved vacation day(s) if the City Manager declares an emergency exists in the City.
- F. Vacation requests of less than a scheduled work day may be made in multiples of one hour and will only be approved within twenty-four (24) hours of the requested time. Officers may request additional vacation requests in minimum increments of one day (after prime time vacation requests) when the schedule is posted.
- G. Vacation requests shall be granted or denied in a timely manner by management. A member may submit any unanswered vacation requests to the next superior officer in their chain of command if a request is not answered in seven days. If a request is made at least 30 days in advance and the request proceeds up the chain of command to the Chief or Acting Chief, then the request shall be responded to within ten (10) calendar days by the Chief or Acting Chief and if there is a failure to respond the member will have such leave request granted.
- H. Prime vacation requests can only be made for same year that the shift bids are in effect. Only one prime vacation request that has been granted will be ensured per shift/per day. Prime Vacation requests will be made as soon as possible after shift selections and assignments are complete. Prime Vacation will be completed as soon as possible once shift selections are complete. Prime vacation will not be granted for members for the All-Horse Parade and the Brown Jug Day without special permission of the Chief of Police.
- I. Members are responsible for monitoring their accrual and usage of vacation time. The use of anticipated vacation time beyond that which has been earned will not be



allowed. No other type of leave may be substituted for vacation time after a vacation request is made.

- J. Members may make prime vacation requests in minimum increments of four consecutive vacation days of up to twenty-four consecutive vacation days during the first sign up period, except selections for June, July and August, which are limited to a maximum of twelve consecutive vacation days. Members may request a second or third prime vacation request in minimum increments of four consecutive vacation days of up to twenty-four consecutive vacation days during the second and third rounds, respectively. A member shall have 24 hours to schedule prime vacation leave after being informed by a supervisor that it is their time to select. Only one prime vacation will be guaranteed per day/per shift. The City may approve some overlapping of prime vacation at their discretion.
- K. Supervisors will request vacation first based on seniority in rank and then officers by seniority. The swing sergeant will request according to seniority on the shifts affected by his assignment. Exceptions may be made by the Chief of Police if the circumstances warrant it.
- L. Vacation days can only be cancelled by a member with the approval of the Chief of Police or the Chief's designee. If a request to cancel Vacation time off is approved, that time will become available to other members as staffing allows. Cancellation requests must be made seventy-two (72) hours prior to the start of the vacation and must include reasons for the cancellation. Special circumstances may be addressed by the Chief of Police.
- M. The schedules for the calendar year will be posted and the vacation selections will be posted as they are made. Up to the first six days of the new calendar year can be included in the previous year's prime vacation selection if it completes a calendar week (Sunday to Saturday). Additional time off requests on the posted schedule may be made only once all three rounds of prime vacation request are

complete. Additional vacations may be granted on a first-come first served basis depending on staffing levels.

**Section 6.**

A member may elect to trade three (3) weeks of vacation time for equivalent pay during any calendar year. A member must inform the Chief of Police 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 22

### SICK LEAVE

#### Section 1.

Each City employee shall be entitled to sick leave with pay for four and six-tenths (4.6) hours for each completed eighty (80) hours of service up to a maximum of fifteen (15) days per year. An employee may use sick leave, upon approval of his department or division head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one half ( $\frac{1}{2}$ ) hour for every one half ( $\frac{1}{2}$ ) hour of absence from previously scheduled work.

Each employee may be required to furnish a satisfactory affidavit 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. The Director of Finance has authority to pay such sick leave allowances pursuant to this section.

If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. Also, for any sick leave absence of five or more consecutive days, an employee will be required to provide a certificate from a licensed physician stating the nature of the illness and stating the date that the employee will be physically able to return to work. The City retains the right to insist that the employee, before returning to work from a sickness leave, be examined, at the City's expense, by a licensed physician designated by the City to verify that the employee can safely return to work. The affected employee shall be assigned to light duty pending the City physician's final determination of fitness. Falsification of a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 2.**

Any person who has been previously employed by any public agency within the State and has accumulated any unused sick leave under the provisions of Ohio R.C. Chapter 124 shall, if his employment by the City in any of its various departments takes place within six (6) months of the termination of his service in any of the other public service agencies within the State, have his accumulated unused sick leave time credited to his sick leave account with the City. Any sick leave time transferred shall have been accumulated at the rate of one and one-fourth (1-1/4) days per month of employment with the public agency and a total of not more than seven hundred and twenty (720) hours may be transferred.

**Section 3.**

Any City employee who has accumulated at least 100 days of sick leave credit may, during any calendar year, convert any excess thereof up to a maximum of fifteen (15) days of sick leave to vacation leave on the basis of two (2) sick leave days for one day's vacation leave.

**Section 4.**

Sick leave may be taken in one half (1/2) hour increments.

**Section 5.**

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 work days 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 6.**

Any member separated from City service for other than just cause shall be paid all accumulated and unused sick leave on the following basis:

| <u>Unused Sick Leave</u> | <u>Pay-Out</u>  |
|--------------------------|---|
| 0 - 650 hours            | One hour pay for every three hours unused sick leave.   |
| Over 650 hours           | 217 hours plus one hour for every two (2) hours of unused sick leave in excess of 650 hours. Total compensation shall not exceed 640 hours pay. |

Any member separated from City service for other than just cause who has completed a minimum of fifteen years of service with the City, shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave up to a maximum of six hundred forty (640) hours pay.

**Section 7:**

Each member hired by the City after January 1, 2017 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 6. In addition, sick leave usage by members who transfer in sick leave hours will first be charged from sick leave hours accumulated while employed at the City of Delaware. Members will only be eligible to utilize hours transferred in from prior employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware. Sick leave hours accumulated while employed by the City of Delaware are eligible for conversion or payment upon separation as set forth in Section 6.

## ARTICLE 23

### 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 120 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 respective department head shall report such injury to the Department of Administrative Services immediately and insure 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 OIC determines that the injury is NOT employment related, any time the employee is, or has been, absent from work shall be deducted from the accrued sick leave. If the deduction of said time eliminates all of the employees accrued sick time, the remaining time owed may be deducted from the employee's accrued vacation, holiday compensatory time, or other accrued compensatory time.



- 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. In all cases where more than 120 consecutive working days for employees working a 40-hour workweek, 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 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.
- 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. Also, in cases where a member is on injury leave or in instances where the City sees fit in its sole discretion, when a Member has received medical certification to return to restricted (light) duty, the City may require, or the member may request, to be placed in a restricted (light) duty assignment. If the Member makes such a request, the award or denial of such assignment shall be in the City's sole discretion. The City may also seek a second medical certification under this provision. The City retains the sole discretion in all aspects of this provision governing restricted (light) duty, and grievances may not be filed against any aspect of this provision, including but not limited in any way to the City's exercise of discretion or the award or denial of such restricted (light) duty assignment, to be broadly construed.

## ARTICLE 24

### SPECIAL LEAVES

#### **Section 1. Special Leave.**

In addition to other leaves authorized herein, the Chief of Police in his sole discretion may authorize special leave of absence with or without pay for purposes beneficial to the member and the City, such a decision is not subject to appeal. Members requesting special leave shall submit, in writing, notice of the requested leave at least 2 weeks in advance, unless an emergency situation exists. Return to duty after such leave shall be without loss of rank, grade or seniority.

#### **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 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. When a member has been released from Jury Duty, the member shall report back to work if more than two (2) hours are left on the regular shift.

#### **Section 3. Examination Leave.**

Time off with pay shall be allowed members to participate in Civil Service tests or to take a required examination, pertinent to their City employment before a State or Federal licensing board with the approval of the Chief of Police.

#### **Section 4. Court Leave.**

Time off with pay shall be allowed members who are subpoenaed to attend any court of record in Delaware County, Ohio, or any adjoining County, as a witness in civil matters that are directly related to a member's job duties or required by the City. All witness fees shall be assigned to the City of Delaware. Members shall submit a copy of the court summons in order to receive compensation.

**Section 5. Funeral Leave.**

- A. Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

| <b>DAYS/HOURS OF LEAVE</b> |   |   |
|----------------------------|---|---|
| <b>Leave for Death of:</b> | <b>Local Funeral</b>                                  | <b>Other Funeral</b>                        |
| 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 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 Chief of Police.

\*\* All leave time with approval of the Chief of Police.

- B. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, grandparents, brother-in-law, sister-in-law, grandparents-in-law, and parents-in-law.
- C. For the purposes of this section, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

## ARTICLE 25

### TUITION REIMBURSEMENT

#### Section 1. Reimbursement Program.

Each member who is subject to the provisions of this Agreement and who has completed his probationary period shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him and subject to the following conditions:

- A. There must be a correlation between the member's duties and responsibilities and the courses taken or the degree program pursued. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police or his designee. All courses and scheduled times of courses must be approved by the Chief of Police. Any situation which, in the discretion of the Chief of Police, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.
- 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 will be eligible for tuition reimbursement for properly approved and completed course work up to \$3,500 for each calendar year (January 1 to December 31). Courses may be taken at any accredited college, university, community college, or other institution of higher learning. The employee will be responsible for any tuition charges in excess of \$3,500 for the calendar year. An

application for tuition reimbursement must be completed by the member prior to enrolling in the class work for which reimbursement will be requested.

- 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 copy of the unpaid bill from the institution confirming completion of the approved course.
- E. No reimbursement will be granted for, 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 just 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 26

### MILITARY LEAVE

#### Section 1. Military Leave.

##### A. Paid Leave.

Sworn officers 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 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 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. Where it is to the advantage of the City and on the approval of the Chief of Police, military leave of up to fifteen (15) additional days may be granted.

##### B. Military Leave Without Pay.

A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a



probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

- (1) No eligible member shall lose his rank, grade, or seniority enjoyed at the time of his enlistment, induction, or call into the active services (other than for military training leave) of the Armed Forces of the United States of America or any branch thereof, except that a provisional member at the time of entering active military service shall not be entitled to restoration to his position if an eligible list from which appointments to such positions may be made has been established prior to his application for restoration to such position.
- (2) Any member who has entered the service as stated above, upon his Honorable Discharge or a Discharge with Honorable Conditions from the service and establishment of the fact that his physical and mental condition has not been impaired to the extent of rendering him incapable to perform the duties of the position, shall be returned to the position he held immediately prior to his enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to his position within ninety (90) days of receiving an Honorable Discharge or a Discharge with Honorable Conditions from the Armed Forces or his position will be declared vacant. Nothing contained in this section shall obligate the City to pay a member who is on military leave of absence.
- (3) Any member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be

determined to have been given a permanent appointment, if the returnee fails to exercise his restoration rights within the prescribed time.

- (4) The term "Armed Forces of the United States" as used in this section shall be deemed to include such services as designated by the Congress of the United States.
- (5) Any member transferred or advanced to a position by reason of vacancy caused by a member serving in the Armed Forces shall be returned to the position he held before said transfer or advancement, or to a position of equal rank or grade upon the return of the member from the service.
- (6) A member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a member into military service, upon the return of that member from the service, shall be placed on an eligible list in the order of his original position.
- (7) In any case where two or more members who are enlisted to be restored to a position left the same position in order to enter the Armed Forces, the member with the greatest seniority in that classification shall have the prior restoration right without prejudice to the reemployment rights of the other member or members to be restored.
- (8) Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

**ARTICLE 27**

**INSURANCE**

**Section 1. Hospitalization, Surgical and Major Medical.**

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

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

The parties acknowledge that all of the "wellness benefits" added to the plan effective January 1, 1992 are subject to all of the generally applicable plan limits, such as deductibles and co-payments. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable federal tax regulations. Employees will contribute to the cost of the health benefit plan in an amount equal to 8% of the established monthly COBRA rate utilized by the City until the first pay period in April 2014, at which time the contribution rate will be 11%. Starting with the first pay

~~period in April 2015, the contribution rate will be 15% of the COBRA rate. Annually, on April of the following years, the percentage of COBRA will be established. Annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first full pay period in April of each year.~~

~~Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year (26). An example would be \$68.33/mo. x 12 = \$819.96, \$819.96/26 pay periods = \$31.53 per pay period. In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.~~

~~The City will permit employees who have alternate health options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. Likewise, these employees will not be subject to monthly payroll contributions. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in circumstances which the member determines justifies such decision. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, significant cost increase of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.~~

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

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

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

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

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

**Section 2. Prescription Card.**

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

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

| Drug             | Retail Benefits                               | Mail Order Benefits                        |
|------------------|---|--|
| Generic Drugs    | 80/20%  | 90/10%                                     |
| Name Brand Drugs | 50/50% with \$25 co-pay for each disbursement | 75/25% for name brand drugs with no co-pay |

~~The maximum expense a member will pay for coinsurance is \$500 for Family coverage and \$250 for Single coverage annually for prescription benefits, however the \$25 co pay for retail, name~~

~~brand drugs will not count towards the calculation of the \$500 or the \$250 coinsurance maximum and will always apply even after a member reaches the \$500 or \$250 coinsurance maximum expenditure.~~

**Section 3. Dental Care Plan.**

~~The City will maintain the current dental coverage for all members.~~

**Section 4. Life Insurance.**

~~The City will maintain life insurance for all members at a face value of \$50,000.~~

**Section 5.**

~~The City shall provide a certificate of coverage for each member. Such certificate shall be for the members' family situation.~~

**Section 6.**

~~The City shall provide police professional liability coverage for each member.~~

**Section 7.**

~~The City and the F.O.P. agree to participate in a city wide employee management insurance review committee for the purpose of mutually monitoring the status of the health plan. This review committee shall meet at least annually. The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan.~~

~~The Employer agrees to provide bargaining unit members health plan coverage. Such coverage may be provided through a self funded plan or an outside insurance carrier. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverage and utilization. The Employer shall meet and confer with the Union regarding health care providers and levels of coverage but the employer shall make the final determination if a consensus is not reached.~~

**Section 8.**



~~The City will provide physical examinations for new Patrolmen at the time of hiring but is not obligated to provide physical examinations for current employees.~~

**Section 9:**

~~The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan, provided the benefits are substantially the same and further provided there are no additional premiums or deductibles beyond those provided for in the current contract. This section is subject to the grievance procedure.~~

**Section 27.1. 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 27.2. 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 27.3. 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 OP&F 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 27.4. 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 27.5. Dental Coverage.** The City will provide dental coverage for eligible members under the City's health care plan.

**Section 27.6. 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 27.7. 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 27.8. Alternate Coverage.** Notwithstanding the provisions in Section 27.1 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 27.1.

**Section 27.9 Life Insurance.** The City will maintain life insurance for full-time members at a face value of \$50,000.

## ARTICLE 28

### HEALTH AND SAFETY

#### **Section 1. Safe Equipment.**

The City agrees to continue to provide a safe and healthy work environment for all employees, consistent with its obligations under law and the F.O.P. agrees to cooperate with the City in its efforts to maintain a safe and healthy work environment.

#### **Section 2. Compliance.**

The City and employees shall comply with applicable federal, state and local safety laws, rules and regulations and departmental safety rules and regulations.

#### **Section 3. Unsafe Conditions or Equipment.**

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 report promptly to their supervisor and, if necessary, to the patrol commander, any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor or to the patrol commander. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

#### **Section 4. Patrol Vehicles.**

Patrol vehicles will be equipped with two (2) pairs of rubber, surgical-type gloves and one (1) pair of heavy-duty, fire-resistant type gloves.

#### **Section 5. Infectious Diseases.**

The City will provide each member an inoculation to protect against hepatitis "B" at the request of the member.

**Section 6. Body Armor.**

The City will replace a unit member's body armor, that is older than five years.

**Section 7. Communicable Disease Testing.**

The City will pay for any testing that is not covered by the Bureau of Workers Compensation (per O.R.C. 4123.026) for Bargaining Unit Members, according to AMA accepted testing standards, who may have been exposed to communicable diseases while in the performance of their duties.

## **ARTICLE 29**

### **SHIFT PREFERENCE**

In September of each year, members shall select their shift assignment by seniority. The Chief may veto a member's shift selection provided the decision to do so is not arbitrary, capricious or without just cause. Shift selections shall go into effect on January 1. When a member is hired or promoted after the yearly shift bid, they shall be scheduled based on the needs of the department until the next yearly shift bid.

## ARTICLE 30

### LABOR RELATIONS MEETINGS

#### Section 1.

In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or his designee(s) shall meet with not more than three (3) representatives of the F.O.P. 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 seven (7) calendar 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 shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the F.O.P.
- 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.

#### 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 Chief's or the City's management rights.

## ARTICLE 31

### CANINE OFFICER

#### Section 1.

The Chief of Police reserves the right, at his or her sole discretion, to select, assign and remove a Member from the Canine Officer assignment, which may not be grieved or arbitrated by the Member or FOP.

#### Section 2.

The canine will be the property of the City. The City will provide all food, equipment (including the dog house and kennel facilities), insurance, necessary licenses and veterinarian services for the canine.

#### Section 3.

The Chief of Police reserves the right to require schedule changes to accommodate activities such as, but not limited to, the following: public relation engagements (e.g., school programs, civic group appearances, City Council demonstrations, etc.) and training sessions.

#### Section 4.

The workweek for the Canine Officer shall consist of forty (40) hours based on five (5) workdays and two (2) days off. The Canine Officer will receive four (4) hours of overtime pay for each workweek worked to compensate for the weekly off-duty care and maintenance of the canine in the Member's custody. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to the Member who is responsible for the weekly care, feeding, exercising and boarding of a City-owned canine for all on-duty and off-duty hours worked so engaged. There will be no additional pay for care and maintenance on the Member's regular days off, approved leave or when the canine is not boarded at the Canine Officer's residence. This represents a reasonable agreement and full payment to the Canine Officer pursuant to the Fair Labor Standards

Act and associated Regulations. This arrangement shall not affect the normal accrual rate for holiday time, sick leave or vacation time under the collective bargaining agreement.

**Section 5.**

The Canine Officer must receive prior written approval from an appropriate supervisor before engaging in activity that is beneficial for the City beyond the authorized duties, training and care for the canine.

**Section 6.**

The Canine Officer is subject to callout twenty-four (24) hours a day. In the event the Canine Officer is called out, he or she shall receive compensation according to the terms of the then-current collective bargaining agreement addressing callout.

**Section 7.**

The Chief of Police reserves the right, at his or her sole discretion, to further issue a policy and procedure relative to the implementation and administration of a Canine Officer.

**ARTICLE 32**

**RESIDENCY**

As a condition of continued employment, members must reside within Delaware County or any county adjacent to Delaware County.

## ARTICLE 33

### SUBSTANCE ABUSE TESTING

#### Section 1. Purpose Statement.

The F.O.P. and its members agree that illegal drug / alcohol use in the workplace, presents a danger to employees and citizens. The bargaining unit agrees to reasonable, random drug testing, under the guidelines of Article 33, to promote a drug free environment. The City agrees that it shall conduct all such testing with dignity and respect for the individual bargaining unit member's right to personal and medical privacy.

#### Section 2. Definitions.

The following definitions shall be used for Article 33 in this contract.

- A. "Legal Drug" means any drug prescribed by a physician or over the counter medication that can be legally purchased in the State of Ohio. Alcohol is considered a legal drug for this section.
- B. "Illegal Drug" means any substance that cannot be legally purchased in the State of Ohio or a legal drug that is used in a manner not intended by a physician or a legal drug that is prescribed for a person other than the bargaining unit member.
- C. "Medical Review Officer" is a state certified physician in good standing, contracted by the City to review and certify positive test results.
- D. "Incidental Exposure" means any exposure to any legal or illegal drug that is not intentional or is required through the performance of a member's job. Members assigned to drug enforcement or undercover who, in the result of a member's job, are exposed to a legal or illegal substance, shall notify, in a written format, their supervisor of exposure prior to the announcement of any drug / alcohol testing.

- E. “Probable Cause” means any collection of facts and circumstances that would lead a prudent person to believe that a member’s work is being influenced by any legal or illegal drug.
- F. “Post Accident / Post Incident” means an automobile accident involving the member’s negligence. Any injury to one’s self or other person, caused by a secondary weapon, which resulted in known medical outpatient treatment.
- G. “Reasonable Suspicion” means alcohol or controlled substance testing based on a belief that an employee is under the influence of, or is using, possessing, or distributing controlled substances or alcohol, or is otherwise in violation of the City's policy. Such a belief may be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things.
1. Observable phenomena, such as direct observation of drug use and/or the appearance, behavior, speech, body odor or physical symptoms or manifestations of using or being under the influence of a drug or alcohol;
  2. Evidence that an individual has tampered with a drug or alcohol test during his/her employment;
  3. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of alcohol and/or other drugs while working, or while on the employer's premises or operating the employer's vehicle, machinery, or equipment;
  4. The occurrence of an incident involving an employee's on the job actions which has resulted in the personal injury of any person, or in which property damage has occurred, and any of one (1) through five (5) above apply.



**Section 3. Random Testing.**

The City shall conduct a random drawing of names, shall test no more than 50% of member's in a calendar year, for the purposes of random drug / alcohol testing. An on-duty bargaining unit member, designated by the F.O.P., shall be present during all phases of the drawing. The bargaining unit member shall have the right to inspect and observe all portions of the drawing. This City will agree to have no more than two representatives present during the drawing. OnSite, LLC or another similar agency will conduct the random drawing. The City shall notify an employee when that employee is selected. Once notified, every work-related action the employee takes must lead to a collection. If the employee engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test and will subject the employee to the disciplinary consequences set forth in this Article.

**Section 4. Probable Cause and Reasonable Suspicion.**

Any member, who is on duty and is believed to be under the influence of any substance, may be subjected to testing. The member must be advised by the supervisor of the alleged probable cause or reasonable suspicion leading to the decision to require a test. Tests will be collected in the same manner as a random test except that an F.O.P. representative is not required to be present. A member may request that an F.O.P. representative observe the testing and give counsel to the member. The City must allow F.O.P. representation, if requested by a member. The City will allow a reasonable delay to obtain F.O.P. representation. All testing (urine and breath) will be administered within 1 hour of the allegation, regardless of the availability of representation.

**Section 5. Post Accident / Post Incident / Use of Deadly Force.**

Members involved in post accident, post incident, and/or use of deadly force may be subject to drug / alcohol testing.

**Section 6. Sample Drug Collection.**

The City shall provide a suitable place for the collection of urine samples. All bargaining unit members shall be compensated, at rate consistent with the other sections of this contract, for any time spent providing a urine sample or in conference with a medical review officer.

A bargaining unit member designated by the F.O.P. and one representative from the City shall be present during the collection of all samples.

After a member has provided a urine sample. The sample shall be split and placed in two sealed tamper resistant urine collection containers. Both samples will remain in the constant view of the member providing the sample until they are sealed, dated, identified and initialed by the member and the City representative.

**Section 7. Sample Alcohol Collection.**

If a member has been alleged to have been consuming alcohol on duty or under the influence of alcohol, the member shall submit to breath test. The test will be performed by a state certified operator on a state certified breath testing instrument. Only instruments certified by the Ohio Department of Health will be considered state certified. All rules for the operation of the instrument will be followed. The results of such test will be considered a certified positive result if a reading greater than .04 grams of alcohol by weight per 210 liters of breath is obtained.

**Section 8. Testing Procedure.**

The certified laboratory shall inspect the sample and proceed with further screening only if the container sample is properly sealed and labeled. The laboratory shall follow all commonly acceptable testing methodology and comply with all Federal and State regulations and guidelines. The laboratory shall notify the City of all results.

### **Section 9. Positive Results.**

The MRO shall immediately notify the member of any positive results received from the laboratory. The member, at their expense, shall then have the right to have the sample in the second container analyzed by a by second certified laboratory contracted by the City. If results from the second laboratory are not similar, the process is halted and no discipline can be imposed on any member for use of illegal drugs.

The City shall contract with a medical review officer and forward the envelope and written test results to the City. The medical review officer will contact and confer with all members who test positive. The medical review officer will evaluate the member's circumstances, including incidental exposure, and determine if the positive laboratory test indicates the use of illegal drugs. The medical review officer will then certify the results as positive or negative and notify the City. The City will not be permitted to use any non-certified or negative results for disciplinary reasons. The City will also make recommendations for treatment for members testing positive for the first time.

### **Section 10. Discipline.**

Members who have received a certified positive result from the medical review officer will enter a treatment program recommended by the Department of Administrative Services. The City will pay for this treatment if the member uses a covered health network provider. Co-pays are to be paid by the member. The member shall be placed on a leave status, for at least 30 days, during the attendance of treatment. If the leave is deemed a qualified event under the City's Family and Medical Leave Policy available paid leave shall be used in accordance with the policy. If the leave is deemed a non-qualified event under the City's Family and Medical Leave Policy then the employee may use any vacation, compensatory or holiday time available to the member. A letter of force and effect, equivalent to a 30-day suspension shall be issued. Failure to

successfully complete the treatment program shall result in disciplinary action up to and including termination.

A second certified positive test result shall result in termination.

A member who refuses or fails to submit to a drug / alcohol test shall be deemed as having a confirmed positive test result. Refusal or failure to submit to a test will be grounds for discipline set forth in Section 9.

No member will be disciplined solely for being under the influence of alcohol on his or her own time. This does not excuse conduct attributed to a member being under the influence of alcohol.

## ARTICLE 34

### MID-TERM BARGAINING

- (A) If, during the term of the Contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the City takes immediate action due to “exigent circumstances” or “legislative action” as noted above, this Article does not limit the Union’s rights before the State Employment Relations Board.

In the event the City finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract.

- (B) Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.
- (C) If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party,

whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

- (D) If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the City shall submit the unresolved issue(s) to arbitration. In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.
- (E) If the City does not refer the unresolved issue(s) to arbitration, the City shall maintain the status quo and shall have no authority to implement the changes which were the subject of negotiations.
- (F) Once the City elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

1. **Arbitrator.** An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of five (5) arbitrators from the State Employment Relations Board. The Union and the City will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within five (5) days of the receipt of the list. A flip of a coin shall determine who will strike the first name.



2. **Arbitration Guidelines.** The following guidelines shall apply to arbitration proceedings under this Article:

- a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).
- b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
- c. After the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:
  - (i) Past Agreements between the parties;
  - (ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in police departments of similar size operating under similar circumstances;
  - (iii) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
  - (iv) The lawful authority of the City;
  - (v) The stipulation of the parties;

- (vi) Such other factors as may be relevant to the arbitrator's decision.
- d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

3. **Arbitration Costs – “Loser Pays.”** The cost of the arbitration procedure shall be paid by the losing party (“losing party” to be determined by the arbitrator), however, each party to be responsible for its own attorney's and/or consultant's fees.

## ARTICLE 35

### PHYSICAL FITNESS INCENTIVE

#### SECTION 1:

The Physical Fitness Incentive is a voluntary fitness program. Successful participants will receive additional hours of vacation time as listed in the chart below for reaching certain levels of fitness.

In order to promote fitness within the department, a set level of department participation will be required to earn an additional incentive. Participation is defined as completing each of the segments of the test, based on the combined percentage of officers and supervisors. ~~In 2016, 40% of the membership must participate to qualify for the Participation Incentive, in 2017, 50% of the membership must participate, and in 2018, 60% of the membership must participate with~~ **50%** ~~30%~~ of those taking the test achieving at least a basic fitness level. Membership shall be determined based on staffing numbers as of January 1 of each year.

Any hours awarded will be posted to the members' accrued leave in the first full pay period of the following year.

| <b>Fitness level</b> | <b>Number of hours earned for achievement</b> | <b>Number of hours earned w/ Participation Incentive met</b> |
|----------------------|---|--|
| <b>Basic</b>         | <b>8</b>                                      | <b>12</b>  |
| <b>Master</b>        | <b>12</b>                                     | <b>24</b>  |

~~Expiration: This article shall expire as of December 31, 2021 (2021 benefit to be credited in 2022), with benefits being awarded according to the 2018 participation levels. The parties will continue to negotiate a potential replacement program, which may be implemented prior to the end of the contract if both parties agree.~~

**ARTICLE 36**

**DURATION OF AGREEMENT**

**Section 1. Duration.** All of the provisions of this Agreement become effective June 26, 2019 2022 unless otherwise specified. This Agreement shall continue in force and effect until 11:59 p.m., June 25, ~~2022~~ 2025. 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.

**Section 2. Signatures.** Signed and dated at Delaware, Ohio on this 9TH day of NOVEMBER, 2022.

For the City:

For the Fraternal Order of Police  
Ohio Labor Council, Inc.:

\_\_\_\_\_  
R. Thomas Homan  
City Manager

\_\_\_\_\_  
David Garrick  
FOP, O.L.C., Staff Representative

\_\_\_\_\_  
Adam Moore  
Chief of Police

\_\_\_\_\_  
Dan Madden  
Bargaining Committee Member

\_\_\_\_\_  
Jessica Feller  
Human Resources

\_\_\_\_\_  
Curtis Whittaker  
Bargaining Committee Member

Approved as to Form:

\_\_\_\_\_  
Brett Simon  
Bargaining Committee Member

\_\_\_\_\_  
Natalia Harris  
City Attorney



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Resolutions

**AGENDA SECTION:** **CONSIDERATION OF RESOLUTION NO. 23-41**

**SUBJECT:** Resolution No. 23-41, a resolution accepting negotiated changes to the Fraternal Order of Police, Ohio Labor Council Inc. (Supervisors' Bargaining Unit) Employees Agreement with the City of Delaware.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

[Fact Sheet res 23-41- FOP Gold Unit Contract.pdf](#)

[Resolution 23 - 41 FOP Gold Unit.pdf](#)

[DRAFT FOP Supervisor Contract 2022-2025 for signatures.pdf](#)



## FACT SHEET

---

AGENDA ITEM NO: 15

DATE: 05/22/2023

ORDINANCE NO:

RESOLUTION NO: 23-41

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, Human Resources Manager

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (SUPERVISORS' BARGAINING UNIT) EMPLOYEES AGREEMENT WITH THE CITY OF DELAWARE.

**BACKGROUND:**

On December 12, 2022, this Council passed Resolution 22-61, which denied and rejected the Fact-Finder's report and recommendations on the unresolved issues the City and the FOP Supervisors' Bargaining Unit ("Gold Unit"). The parties were subsequently able to reach consensus on terms for a new collective bargaining agreement.

This contract includes a wage package of 5% in 2023, 4% in 2024, and 3% in January 2025 and 2% in June 2025.

In addition to wages, the non-economic/operational changes and additional economic changes are detailed below:

1. Inclusion of new health insurance language.

**REASON WHY LEGISLATION IS NEEDED:**

The current contract expired on June 25, 2022. In order to finalize the tentative agreements, this resolution needs to be adopted by City Council.



**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

1/1/23: 5% wage increase  
1/1/24: 4% wage increase  
1/1/25: 3% wage increase  
6/1/25: 2% wage increase

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Jessica Feller, Human Resources Manager

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Draft contract changes

RESOLUTION NO. 23-41

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (SUPERVISORS' BARGAINING UNIT) EMPLOYEES AGREEMENT WITH THE CITY OF DELAWARE.

WHEREAS, the existing contract with the Fraternal Order of Police, Ohio Labor Council, Inc., Supervisors' Bargaining Unit ("FOP Gold Unit") employees expired on June 25, 2022; and

WHEREAS, adoption of the new negotiated contract with the FOP Gold Unit employees, effective June 26, 2022, requires approval of a majority of City Council members and a majority of the members of the FOP Gold Unit employees; and

WHEREAS, a majority of the members of the FOP Gold Unit employees voted in favor of adopting the new negotiated contract.

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

SECTION 1. That the negotiated changes to the contract between the City of Delaware and the Fraternal Order of Police, Ohio Labor Council, Inc., Supervisors' Bargaining Unit employees are hereby accepted.

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

SECTION 3. That this Resolution shall take effect and be in force immediately after its passage, retroactive to June 26, 2022.

PASSED: \_\_\_\_\_, 2023

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

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

\_\_\_\_\_  
MAYOR

AGREEMENT BETWEEN THE CITY OF DELAWARE



AND THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.



ON BEHALF OF THE SUPERVISORS’  
BARGAINING UNIT  
OF THE POLICE DEPARTMENT OF THE  
CITY OF DELAWARE

EFFECTIVE DATES

JUNE 26, 2022 - JUNE 25, 2025

TABLE OF CONTENTS

ARTICLE 1 - AGREEMENT..... 1

ARTICLE 2 - RECOGNITION ..... 4

ARTICLE 3 - MANAGEMENT RIGHTS ..... 5

ARTICLE 4 - NO STRIKE/NO LOCKOUT..... 6

ARTICLE 5 - PROBATIONARY PERIOD..... 7

ARTICLE 6 - DUES..... 8

ARTICLE 7 - NON-DISCRIMINATION..... 11

ARTICLE 8 - F.O.P. RELEASE TIME..... 12

ARTICLE 9 - INTERNAL REVIEW..... 13

ARTICLE 10 - CORRECTIVE ACTION AND RECORDS ..... 16

ARTICLE 11 - GRIEVANCE PROCEDURE..... 19

ARTICLE 12 - WORK RULES AND DIVISION DIRECTIVES ..... 24

ARTICLE 13 - MISCELLANEOUS..... 25

ARTICLE 14 - WAGES..... 27

ARTICLE 15 - PAY PLAN ADMINISTRATION ..... 29

ARTICLE 16 - HOURS OF WORK AND OVERTIME..... 31

ARTICLE 17 - SHIFT DIFFERENTIAL ..... 35

ARTICLE 18 - LONGEVITY COMPENSATION..... 37

ARTICLE 19 - CLOTHING AND EQUIPMENT ALLOWANCE ..... 38

ARTICLE 20 - HOLIDAY PAY ..... 40

ARTICLE 21 - VACATION TIME..... 43

ARTICLE 22 - SICK LEAVE..... 48

ARTICLE 23 - INJURY LEAVE..... 51

ARTICLE 24 - SPECIAL LEAVES ..... 53

ARTICLE 25 - TUITION REIMBURSEMENT ..... 55

|   |    |
|---|----|
| ARTICLE 26 - MILITARY LEAVE .....             | 57 |
| ARTICLE 27 - INSURANCE.....                   | 60 |
| ARTICLE 28 - HEALTH AND SAFETY.....           | 65 |
| ARTICLE 29 - SHIFT PREFERENCE .....           | 67 |
| ARTICLE 30 - LABOR RELATIONS MEETINGS .....   | 68 |
| ARTICLE 31 - CANINE OFFICER.....              | 70 |
| ARTICLE 32 - RESIDENCY.....                   | 72 |
| ARTICLE 33 – SUBSTANCE ABUSE TESTING .....    | 73 |
| ARTICLE 34 – MID-TERM BARGAINING.....         | 79 |
| ARTICLE 35 – PHYSICAL FITNESS INCENTIVE ..... | 83 |
| ARTICLE 36 - DURATION OF AGREEMENT .....      | 84 |

**ARTICLE 1**  
**AGREEMENT**

**Section 1. Agreement.**

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 of Ohio-Labor Council, Inc. (hereinafter referred to as the F.O.P.), which represents Delaware County Lodge No. 56.

**Section 2. Purpose.**

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the F.O.P.

**Section 3. Legal References.**

- A. 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, its employees, and the F.O.P. are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, worker's compensation, and retirement of Police Officers are not superseded by this Agreement except where supplemental workers' compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from the eligible lists are not subjects of bargaining under this Agreement.
- B. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall be



limited to the circumstances which the law or tribunal has prescribed and shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this Agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet as soon as practicable, but no later than thirty (30) days after receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.

C. All references in this Agreement to the male gender shall be equally applicable to the female gender.

D. The City agrees that no employee hereunder shall be asked to make any written or verbal Agreement which may in any way conflict with this Agreement.

**Section 4. Sanctity of Agreement.**

No changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties and accepted by City Council and by the Bargaining Unit.

**Section 5. Changes in Terms and Conditions of Employment.**

Subject to the specific rights retained by the City in this Agreement, the City recognizes its legal obligation under Ohio Revised Code Section 4117 to bargain with the F.O.P. prior to implementation of any changes in wages, hours or other terms and conditions of employment applicable to members of the Bargaining Unit.

**Section 6.**

Whenever practical, the City agrees to notify the union in advance of any changes in the employment relationship that may affect the F.O.P. or its members through the labor-management committee. This notification is not to constitute an abridgement of management's rights to make changes that it deems necessary. Decisions to change

policy and procedures that do not directly affect wages, hours and other terms and conditions of employment are not subject to the grievance procedure.

## ARTICLE 2

### RECOGNITION

#### Section 1. Recognition.

The City hereby recognizes the F.O.P. as the sole and exclusive representative for all employees included in the Bargaining Unit described in Section 2 of this article. The F.O.P. is recognized by the City as the sole and exclusive representative of all Bargaining Unit members 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. Bargaining Unit.

The Bargaining Unit shall include full-time Sergeants and full-time Captains of the City of Delaware Police Department and shall not include the Chief of Police, Assistant Chief of Police, one Captain designated as Management Captain non-law enforcement personnel or any other employees of the Delaware Police Department.

### ARTICLE 3

#### 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 Chief of Police to manage the Police 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 the Police 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 work force and to determine the number of personnel needed in any agency or 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 purchase equipment, materials, or services, or to subcontract for services, except that the City agrees that it will not subcontract under circumstances that will result in the layoff of members or continued layoff of members.
- D. 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.
- E. 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 this Agreement.
- F. The right to take any necessary actions to carry out the mission of the City.

## ARTICLE 4

### NO STRIKE/NO LOCKOUT

Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the City and the FOP recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Delaware. Therefore:

- A. The FOP agrees that neither it, its officers, agents, representatives, or 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 FOP by certified mail that any of its members are engaged in any such strike activity, as outlined above, the FOP shall immediately, conspicuously, post notice over the signature of an authorized representative of the FOP 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 FOP, 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 FOP.

## **ARTICLE 5**

### **SENIORITY**

#### **Section 1.**

Seniority shall be defined as the length of total accumulated service with the Delaware Police Department as a sworn police officer. Seniority in rank for supervisors shall be the date of promotion to each rank. Work hours in appointed positions of Detective, School Resource Officer and Community Relations Officer are at the discretion of the Chief of Police. Approved leaves of absence shall not be considered a break in service.

#### **Section 2.**

An employee's seniority shall be terminated when one or more of the following occur:

- a. He/she resigns;
- b. He/she is discharged for just cause;
- c. He/she is laid off for a period exceeding the contract terms;
- d. He/she retires;
- e. He/she refused a recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice by certified mail to the employee's last official address, as shown on the Employer's records.

#### **Section 3:**

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be based on their position on the certified eligibility list from which they were hired.

#### **Section 4:**

During the months of January and July of each year, the Employer shall post one (1) copy of the current seniority list for all employees within the bargaining unit and supply a copy to the F.O.P. These lists shall be considered final and binding upon the Union and the employee, unless a notice of appeal is submitted through the Grievance Procedure within ten (10) days from the date of the posting of the seniority list.



**Section 5:**

The probationary period for all newly promoted employees will be a period of six (6) months from the date of promotion. The City shall have the right to demote the employee during the six (6) month probationary period with no appeal rights through the grievance procedure.

## ARTICLE 6

### DUES

#### **Section 1. Labor Council Dues Deductions.**

The City agrees to deduct from the wages of any employee who is a member of the Labor Council, all Labor Council membership dues uniformly required. The Labor Council will notify the City from time to time of the dues it charges and its current membership. The Labor Council agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues collected shall be paid over by the employer once each month to the F.O.P. Ohio Labor Council at 222 E. Town Street, Columbus, Ohio 43215.

#### **Section 2. F.O.P. Dues Deductions.**

The City will deduct from the wages and turn over to the appropriate designated officer of the local Fraternal Order of Police, Delaware County Lodge, the regularly monthly F.O.P. dues of such member who shall individually and voluntarily certify in writing that they authorize such deduction. This authorization shall be specifically in writing and will require the employee and the F.O.P. to agree to hold the City harmless for any payment made to the F.O.P. by the City during the term of this voluntary assignment. The amount deducted from the employee's paycheck with regard to the local dues which are voluntarily authorized shall be turned over to the F.O.P. Delaware County Lodge no later than thirty (30) days following such deduction.

#### **Section 3. Other Deductions.**

The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

**Section 4. Bulletin Boards.**

The F.O.P. shall be provided an F.O.P. bulletin board at Police headquarters. F.O.P. bulletins and F.O.P. material only will be permitted to be posted on this board.

**Section 5. Ballot Boxes.**

The F.O.P. shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Police headquarters up to four times per calendar year for the purpose of collecting members' ballots on all F.O.P. issues subject to ballot. Such boxes shall be the property of the F.O.P. and neither the ballot boxes nor their contents shall be subject to the Department's review.

**Section 6. Bargaining Unit Meetings.**

The F.O.P. shall be permitted, upon prior written request to the Chief of Police, to hold meetings, for F.O.P. members employed by the City of Delaware, at Police Headquarters or City Council Chambers. The notification required under this Section shall be delivered to the Chief at least forty-eight (48) hours prior to the time for the requested meeting and shall state the date, time, and requested location of the meeting. The City agrees to allow the F.O.P. to use the requested location on the date and at the time specified in the F.O.P. request provided the location is not otherwise in use. However, under no circumstances will F.O.P. use of these facilities be permitted to interfere with the business of the City. In the event that permission is granted at the time of the request and the requested facility, due to unexpected events arising during the 48-hour notice period, is needed for City business, then the permission will be revoked. In the event the permission must be revoked, the City will, if possible, give the F.O.P. at least twelve (12) hours notice of the revocation. If it is impossible to give twelve (12) hours notice, the City will give the F.O.P. as much notice as is possible.

**Section 7. Use of Intra-Departmental Mails.**

The F.O.P. shall be permitted to utilize the intra-departmental mail boxes and email for the purpose of providing information pertaining to F.O.P. business or Bargaining Unit representation, to Bargaining Unit members. The F.O.P. agrees that the use of the mail boxes and email will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P. business or Bargaining Unit representation. The City reserves the right to deny such access in the event that the use of such boxes or email interferes with the business of the City or the Police Department by restricting access to such boxes or email for City or Police Department business. All mail placed into the mail boxes by the F.O.P. shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subjected to the City's review. Email will be subject to current City policy and procedures.

## ARTICLE 7

### NON-DISCRIMINATION

#### **Section 1.**

The City and the FOP 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 FOP, and shall not discriminate, interfere, restrain or coerce any employee because of FOP membership or because of any employee activity in an official capacity on behalf of the FOP as long as that activity does not conflict with the terms of this agreement.

#### **Section 4.**

The FOP agrees not to interfere with the right of employees to refrain or resign from membership in the FOP, and shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the FOP or involvement in FOP activities.

## ARTICLE 8

### F.O.P. RELEASE TIME

Elected officers of the F.O.P., or grievance representatives of the Labor Council, will have available a combined total bank of 80 hours of release time with pay during each calendar year to attend F.O.P. sponsored training programs relative to grievance representation, or matters relative to contract administration and/or labor relations. Such leave shall not be unreasonably denied, provided that:

1. The member officer gives at least two (2) weeks advance notice of the request for leave to the Chief of Police, or his designee, including the date, time, place, and use for the leave.
2. Such time off does not, in the opinion of the Chief, adversely affect departmental schedule and operational requirements.
3. Such time off shall not be devoted to collective bargaining on behalf of the lodge with the State, a county, or any political subdivision.



## ARTICLE 9

### 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 F.O.P. representation if he so desires and requests such representation. The F.O.P. representative shall be the grievance-liaison representative for that shift. If the grievance-liaison representative for that shift is not available, then one of the grievance-liaison representativeS for the other two shifts shall be contacted to represent the member. If no grievance-liaison representative is available within four (4) hours, then the investigation may be continued up to 72 hours later unless the Chief determines the delay would interfere with the ability of the Department to effectively conduct the investigation.
- B. Subject to the provisions in Section A above, in the event F.O.P. representation is requested in such an investigatory interview, no questions shall be asked the member without the member's F.O.P. representative being present.
- C. In the event F.O.P. representation is requested in such an investigatory interview, the member may consult with his F.O.P. representative at any time before the investigatory interview and the F.O.P. representative may act as a witness during the interview but the F.O.P. representative may not interfere with the member during the investigatory interview. This does not limit the right of the member to ask for a break during the interview to consult with his F.O.P. representative.
- D. Except in circumstances requiring otherwise, members will usually be asked questions during duty hours; however, the Chief may determine that the operations of the Department require questioning after 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 the 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. The City will request that the complaining party write out a signed statement to assure the validity of the complaint. In the event a complaint is received from an anonymous source, or the complainant does not write out a signed statement, the City will not take action against the member complained about unless the complaint is supported by other corroborative evidence. This does not preclude constructive discussion between a Member and his supervisor.

- 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. For the purpose of this review, the City reserves the right to delete from the evidence the sources that provided evidence against the member. A member may request an F.O.P. 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, at the conclusion of the investigation.

## ARTICLE 10

### CORRECTIVE ACTION AND RECORDS

- A. No bargaining unit member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause. Both parties further agree that records of Instruction and Cautioning and Written Reprimands are subject to the grievance process up to the City Manager level. All other grievances are subject to the full grievance process.
- B. The City agrees to follow the principle of progressive corrective action. The Chief of Police may skip any step of progressive action if the violations are of a very serious nature. Further, the City agrees to fairly and equitably discipline members.
- C. **Use of Prior Discipline.**  
In assessing proper levels of discipline, the City will take into account the length of time since any previous discipline or offenses have occurred. Records of instruction and cautioning will not be used as a basis for further discipline one (1) year or more after issuance, if no further discipline has occurred. Records of written reprimand will not be used as a basis for further discipline two (2) years or more after issuance, if no further discipline has occurred. All other forms of discipline shall be removed from the personnel file upon a member's request three (3) years from the date of issuance if no further discipline has occurred. Providing there has been no intervening discipline, discipline records after the 1, 2 or 3 year period shall be removed from the file and disposed of or maintained in accordance with the City's public records retention schedule then in effect.
- D. **Review of Personnel Files.**  
Any member shall be allowed to review his personnel file. Upon a third-party request for a police officer's file, the City will notify the Chief of Police or his/her

designee, or the office of the Chief of Police, that such a request has been made. The City will use reasonable efforts to make this contact before such release of requested information, however, both parties recognize this may not always be possible. The City shall comply with all applicable laws on this subject. The parties recognize that the City may be required to disclose information from a member's personnel file pursuant to State or Federal laws and current court decisions, and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement. The City also agrees that they will notify the member in writing of any such disclosures. Any member may copy documents in his/her file.

**E. 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.

**F. Inaccurate Documents.**

Should any member have reason to believe that there are inaccuracies in documents contained in his file, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contention, he shall attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's content and disposed in accordance with the City's public records retention schedule then in effect. A member shall have the right to attach a rebuttal or explanation statement to any

document in his personnel file. The official personnel file of all members is kept at the Department of Administrative Services.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### Section 1.

Should any difference or dispute arise between the City and any employee, or group of employees in the bargaining unit, or the FOP, with respect to the interpretation or application of a provision of this agreement, it will be considered a grievance and must be resolved in accordance with the provisions of this article. Prior to beginning the formal grievance resolution process identified in Section 7 of this Article, the member shall communicate to his immediate supervisor the issue or incident giving rise to the dispute.

#### Section 2.

The FOP will designate not more than three (3) grievance liaison representatives, one (1) from each shift. From among these three (3) grievance liaison representatives, the FOP may appoint a grievance liaison chairman.

#### Section 3.

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 4.

A grievant shall be entitled to an FOP representative at Steps 2, 3, and 4 of this procedure. The grievant's FOP 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 FOP representative will not suffer any loss of pay for time spent presenting his grievance in any of the steps in this grievance procedure. 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. However,



the City recognizes that members may have conversations regarding grievances during slow work hour periods and shall not discipline such members for such conversations as long as such activity does not interfere with the performance of job duties.

**Section 5.**

All meetings regarding presenting a member's grievance in any of the steps in this grievance procedure may occur during the grievant's duty hours and the grievant and his representative, if he desires one, shall be released from duty for purposes of attending such meetings provided that neither the grievant nor his representative, if one is desired, are needed to satisfy the City's manpower needs, determined in the sole discretion of the Chief.

**Section 6.**

For purposes of this article, the term "days" will mean calendar days.

**Section 7.**

All grievances shall be resolved in accordance with the following procedure:

**Step 1.**

If any employee or group of employees in the bargaining unit, or the FOP believes that he or they have a grievance (as defined above), he or they shall first discuss the grievance with the Patrol Captain, or the Chief's Designee, within fourteen (14) calendar days of the incident, or within fourteen (14) calendar days of the time the employee should have been aware of the incident. If the grievant is not satisfied with the Patrol Captain's proposed disposition of the grievance, then within seven (7) calendar days:

**Step 2.**

The grievance shall be reduced to writing and shall be signed by the aggrieved employee, employees, or the FOP, and presented to the Chief of Police. Such written grievance shall designate the relief or disposition sought. Written

grievances shall be filed by the employee or group of employees directly to the Chief or the acting Chief. Any grievance not reduced to writing and submitted to the Chief of Police shall be considered as abandoned. Within seven (7) calendar days after he receives the grievance, the Chief of Police will schedule a meeting with the grievant and his representative. (The day of submission is not counted as a day of this step or any succeeding step.) The Chief of Police shall answer the grievance in writing within seven (7) calendar days following the meeting. If the grievant is not satisfied with the proposed disposition, then within seven (7) calendar days:

**Step 3.**

The grievance shall be presented to the City Manager. 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.**

- (1) Appeal to Arbitration. Should the FOP, after receiving the written answer to the grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to satisfaction, they may request it be heard before an arbitrator. The FOP, ~~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.
- (2) Selection of Arbitrator. Within fourteen (14) calendar days following the receipt, by the City Manager or his designee, of the FOP's application for arbitration, the

City Manager, or his designee, and an FOP representative, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service (FMCS)-to submit a panel of nine (9) arbitrators, who are National Academy Certified from which the City and the FOP shall select one (1) 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 shall have the option to completely reject the list of names and request another list only once.

~~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 said panel.~~

(3) Authority of 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 FMCS or AAA. 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 final and binding.

(4) 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 by both parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter 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 any transcript. Grievants, or 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 grievant representative,~~ called by the FOP, will be afforded time off, without pay, ~~or will be allowed to use accumulated leave~~ **ANY LOSS OF PAY AND GIVEN** time to attend the hearing, ~~manpower needs permitting,~~ **DURING THEIR NORMALLY SCHEDULED WORK HOURS.**

- (5) 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) days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the City and to the FOP.

#### **Section 8. Time Limits.**

It is the Administration's and the FOP's intention that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the FOP's and the Administration's designated representative may mutually agree, at any step, to short time extensions, 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 on any grievance by mutual consent.

#### **Section 9.**

In each step of the grievance procedure outlined in Section 7 above, certain specific representatives shall be given approval to attend the meetings therein prescribed. Upon prior notice, either party may bring additional representatives to any meeting in the grievance procedure.

## ARTICLE 12

### **WORK RULES AND DIVISION DIRECTIVES**

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. The Administration will provide the F.O.P. copies (electronically and one (1) hard copy in a location that is available to all employees) of any revised or new work rules, and Department Directives in advance of their intended effective dates. The City reserves the right to impose immediate rules or directions in the event of emergency conditions or situations. Pursuant to ORC 5502.21 to 5502.51.

## ARTICLE 13

### MISCELLANEOUS

#### **Section 1. F.O.P. Officials Roster.**

The F.O.P. shall provide the Administration an official roster of its officers and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

(A) Name

(B) F.O.P. Office Held

#### **Section 2. Purchase of Service Weapon.**

A member who honorably retires from active duty (normal retirement as defined by OP&F, and permanent or total disability retirement) may purchase his/her service weapon from the Police Department if the member has five or more years of continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00).

#### **Section 3. Agreement Copies.**

As soon as is possible following the signing of this Agreement, the Administration shall place on the intranet or "S" drive and the City's website a fully executed copy of the Agreement. No "hard copies" will be distributed by the City. One original signed Agreement will be given to the F.O.P. and to the City. The F.O.P. shall be responsible for distributing copies to its members, if such is desired by the F.O.P.

#### **Section 4. Special Duty.**

A. Members shall be permitted to work special duty assignments so long as any such duty does not conflict with the work schedule and is approved by the Chief. The rate of compensation shall be reviewed by the Union and the Chief annually and then a mutually agreed upon rate shall be set by the Chief. While working special duty assignments the member shall be considered to be acting under, and subject to, the terms of his employment with the City. Members will be permitted to

utilize City uniforms, clothing, and/or specific equipment issued to each officer. The use of departmental equipment shall not be allowed without prior approval of the chief of police.

- B. Hours worked in a special duty capacity by a member shall be excluded from the calculation of hours for which such member may be entitled to receive overtime compensation.
- C. While on special duty assignments members shall perform such assignments subject to the wishes of the special duty employer, except that the member is bound by the Delaware Police Department rules and regulations, policies, order and procedures governing the duties and responsibilities and good conduct of police service. Members shall be subject to departmental discipline for their actions while working in a special duty capacity.



ARTICLE 14

WAGES

Section 1. Pay Ranges and Rates. For the dates specified below, the new pay rates are effective for the pay period including the date. The following pay rates, reflecting a 5% 3% increase for 2023 2020, and a 4% 3% increase for 2024 2021, and a 3% increase for 2025 2022 AND A 2% INCREASE EFFECTIVE MID-YEAR OF 2025 will be paid members.

Rank of Sergeant

Table with 4 main rows for effective dates (Eff 1/1/2023, Eff 1/1/2024, Eff 1/1/2025, Eff 6/1/2025) and 3 columns for Step 1, Step 2, and Step 3. Each row contains two lines of pay rates (hourly and annual).

Rank of Captain

Table with 4 main rows for effective dates (Eff 1/1/2023, Eff 1/1/2024, Eff 1/1/2025, Eff 6/1/2025) and 3 columns for Step 1, Step 2, and Step 3. Each row contains two lines of pay rates (hourly and annual).

Section 2. Pension "Pick up"

Effective on a date to be determined the City will no longer pick up (assume and pay) any portion of the employee contribution to the Police and Fire Pension Fund.

Section 3. Application of Hourly Rates

The hourly rates as set forth under this section are based on a 40-hour workweek and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

**Section 4.**

The wage differential for a Sergeant shall be at step 1, seven (7) percent above top patrol wage, at step 2, eleven percent above top patrol wage, and at step 3, fifteen (15) percent above the top patrol wage. The wage differential between the captain's wage and Sergeant's wage shall be retained at fifteen (15) percent in each respective step.

## ARTICLE 15

### PAY PLAN ADMINISTRATION

#### Section 1.

The pay plan for police department supervisors shall consist of three steps, the first taking effect at the initial date of promotion and the other two taking effect on the first pay period following the first and second anniversary dates, respectively, of the initial promotion. Advancement through steps is subject to the qualifications stated below.

- A. Time off without pay shall delay any salary step increases by an equivalent amount of workdays involved. The effective date of such return to paid status shall serve as the new basis for any accrual of salary and/or benefits.
- B. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
- C. Salary step advancements prescribed in this article shall occur automatically with regard to supervisors.

#### Section 2. Specifications of the Pay Plan.

Notwithstanding the foregoing provisions of Section 1 above, the rate of pay for members affected by personnel actions listed below shall be as follows:

- A. **Disciplinary Demotion.** Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
- B. **Voluntary or Disability Demotion.**
  - (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
  - (2) Whenever a member is laid-off due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.

- C. Any bargaining unit member assigned temporarily to perform all or substantially all of the duties of a position of higher classification job description shall receive the minimum of that class, for all hours worked at such higher classification. Such temporary assignment to a higher job classification duty shall be authorized in writing by the City Manager or his designee, and shall be for more than a continuous two week period in order for the member to be entitled to the added rate.
- D. **Reappointment.** Whenever a member is reappointed to a position where he previously held regular full-time status, his rate of pay shall be at the step and grade at which he was being paid at the time of his separation from that class.
- E. **Re-employment.** Whenever a member is reemployed by the City, his rate of pay shall be at the step and grade at which he was being paid at the time of his separation from city employment.

## ARTICLE 16

### HOURS OF WORK AND OVERTIME

#### **Section 1. Definition.**

The workweek shall consist of 40 hours per week (five 8-hour work days or four 10-hour work days) or a section 207(k) system authorized by the Fair Labor Standards Act. While the current (4-2) 207(k) system is in effect, two scheduled days off a year will be rescheduled as work days with the intent that these will be used by the City as training days. In lieu of using two scheduled days off per year for training purposes, a member may be required to forfeit up to 16 hours of banked time on the last pay period of the year. The City may change to a work week of five 8-hour work days or four 10-hour work days at its sole discretion. If the City contemplates a change to a different 207(k) system, the City will meet and confer with the F.O.P. in an effort to reach agreement on the schedule. Any change in the schedule will be made with three (3) months notice to members.

Absent emergency conditions requiring otherwise, days off shall always be consecutive days, though not necessarily in the same workweek. The City will make every effort to insure each Member is able to take a thirty (30) minute lunch period while on duty, as calls for services and usual and emergency duties allow. The City retains full discretion in this matter. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of 40 hours and a work year of 2,080 hours

#### **Section 2. Work Schedule.**

The City recognizes the benefit to be achieved from advanced notice of scheduling and, accordingly, agrees that, unless unusual circumstances prohibit, the work schedule for the bargaining unit members will be posted at least six (6) 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 as far in advance as possible.

**Section 3. Overtime.**

Members shall be compensated at straight-time rates for all hours in paid status, except that all hours in paid status in excess of the hours of their regularly scheduled work day in any day shall be compensated for at a rate of time and one-half. Payment shall be made for any overtime due at the time of separation from City service.

**Section 4. Overtime Policy.**

It shall be the policy of the Administration to avoid overtime work except when absolutely necessary. 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.

**Section 5. Report in Pay/Call in Pay/Court Pay.**

1. When a member is ordered or called to report for work outside of a regular scheduled shift, he shall be paid three (3) times his base hourly rate for the first hour and one and one-half (1 ½) times his base hourly rate for all other hours worked for which he is ordered or called to work (including off-duty court appearances).
2. When a member is ordered or called to report for work, two (2) hours or less prior to the start of a regular scheduled shift, or within one-half (1/2) hour from the time he reports off duty he shall be paid one and one-half (1 ½) times his base hourly rate for all hours worked for which he is ordered or called to work (including off-duty court appearances): however only for off-duty court appearances prior to the start of a regularly scheduled shift, the member will be paid from when he reports to court up to and through the beginning of the start of his regularly scheduled shift.

3. When a member is subpoenaed for court on an approved vacation day, he shall inform his supervisor and the court within 48 hours of receiving the subpoena that he is not available that day. The member will make a reasonable attempt to have the subpoena dismissed. If the subpoena is not dismissed and the member is required to appear, the member shall be paid a minimum of three times his hourly rate for the first hour, and one and one half (1 ½) times his hourly rate for all subsequent hours required for the court appearance. All vacation hours will be returned to the member's vacation bank for the time actually spent for the court appearance during what would have been his regularly scheduled work hours.

**Section 6. Compensatory Time Off or Cash Payments.**

All overtime earned shall be compensated for by cash payments unless the member elects to receive compensatory time off. Such compensatory time off shall equal one and one-half hours for each hour of overtime compensation to which the member is entitled. No member may accumulate more than two hundred (200) hours of compensatory time. Any member who reaches the maximum hourly limit shall thereafter be paid overtime compensation for overtime hours worked.

**Section 7. Separation Payment for Compensatory Time.**

- A. A member who is to be separated from the service through discharge, resignation, retirement, or layoff, and who has unused compensatory time to his credit, shall be paid the cash value for such accrued compensatory time.
- B. When a member dies while in paid status, the cash value of any unused compensatory time, in addition to vacation leave pay to his credit, shall be paid to the surviving spouse or to the estate of the deceased member.
- C. A member may elect to cash in up to two (2) weeks of compensatory time and receive equivalent pay during any calendar year. A member must inform the Chief of Police



prior to August 1 of the year preceding the calendar year in which he intends to make the trade.

**Section 8. Exchange of Shifts/Duty Days.**

Members shall be permitted, with the approval of their immediate supervisors, to exchange a work day or shift assignment. However, exchanges of workdays or shift assignments lasting two or more consecutive days shall require the approval of the Chief of Police or his designee.

**Section 9. On-Call Pay.**

Effective January 1, 2005, all permanently assigned detectives shall receive an annual stipend of five hundred dollars (\$500) for being subjected to the “on-call rotation.” Said stipend shall be paid in two annual installments in the same manner as longevity pay.

**Section 10. Yearly Time Change.**

A member shall be paid at overtime rate for the one extra hour actually worked on the hour of the fall time change to Eastern Standard Time. The officer shall have one hour of straight time pay or other accumulated time subtracted from his/her leave balance if scheduled to work on the hour in spring when Daylight Savings Time takes effect.

## ARTICLE 17

### **SHIFT DIFFERENTIAL**

#### **Section 1. Shift Differential Pay Rates.**

Shift differential pay is as follows:

Ninety-Five cents (\$0.95) per hour for any shift during which a majority of the scheduled hours occur between 3:00 p.m. and 11:00 p.m., and;

One dollar and ten cents (\$1.10) per hour for any shift during which a majority of the scheduled hours occur between 11:00 p.m. and 7:00 a.m.

If exactly half of the scheduled hours occur between 3:00 p.m. and 11:00 p.m. and half between 11:00 p.m. and 7:00 a.m., then shift differential will be one dollar (\$1.00) per hour.

#### **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. regardless of the hours they actually work. However, in the event of a change in permanent schedule or in the event of a temporary change in schedule of ten (10) or more consecutive scheduled shifts resulting in less than a majority of the members scheduled work hours occurring between 3:00 p.m. and 7:00 a.m., shift differential pay will not be provided.

#### **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 a regularly scheduled work day, 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 circumstances.

## ARTICLE 18

### LONGEVITY COMPENSATION

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

|    |  |              |
|----|--|--------------|
| a) | After five (5) years of continuous service         | \$600/year   |
| b) | After ten (10) years of continuous service         | \$800/year   |
| c) | After fifteen (15) years of continuous service     | \$1,000/year |
| d) | After twenty (20) years of continuous service      | \$1,200/year |
| e) | After twenty-five (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. Payment shall be based upon continuous years of service as an officer in the Delaware Police Department as of the first day of the first pay period in June.

Upon termination of service for any reason, members who are eligible for longevity pay under this section (or in the event of death, the surviving spouse or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the member's last payment date.

For the purpose of this section, continuous years of service shall include approved military leave.

## ARTICLE 19

### CLOTHING AND EQUIPMENT ALLOWANCE

#### Section 1. Initial Issue.

Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Delaware Police Department.

#### Section 2. Annual Allowance.

All bargaining Unit members shall receive an annual uniform allowance in the amount of **NINE HUNDRED DOLLARS (\$900.00)** ~~Seven Hundred Dollars (\$700.00)~~. All such uniform purchases shall be made by the Delaware Police Department.

#### Section 3. Specialty Assignment Initial Issue

All bargaining unit members who are assigned to specialty positions as K-9 Officer, Bike Patrol Officer, or Delaware Tactical Unit member will be provided with two full uniforms upon assignment.

#### Section 4. Maintenance Allowance.

All bargaining Unit members shall receive a maintenance allowance of four hundred dollars (\$400.00) in January of each year.

#### Section 5. Lost or Damaged Uniforms and Equipment.

The City will replace or repair any lost or damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence.

#### Section 6. Damaged Eyeglasses.

Eyeglasses which are lost or damaged while the bargaining unit member is engaged in the performance of their duties, not resulting from negligent action, shall be compensated for by the City at the current rate of replacement up to a limit of four hundred (\$400) dollars. For an affected employee to afford themselves the benefit of this reimbursement, the employee shall provide the employer a written explanation of the incident that gave cause

for such loss or damage. Upon receiving such signed report, the employer shall include the proper amount of funds to comply with the requested reimbursement in the employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period.

## ARTICLE 20

### HOLIDAY PAY

**Section 1. Holidays.** The following are designated as paid holidays for members:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
**JUNETEENTH**  
Independence Day  
Labor Day  
Little Brown Jug Day, ½ day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas, ½ day  
Christmas Day

**Section 2. Holiday Time Off.**

For each holiday observed on a member's workday, said member shall work that holiday unless the member requests and is granted the day off by the Chief of Police through the use of vacation leave, comp time or holiday leave.

**Section 3. Holiday Payment.**

For each of the holidays specified in Section 1 of this article on which a member works, he shall be entitled to holiday compensation equal to double the member's regular rate of pay, except that members shall be entitled to holiday compensation at two and one-half times the member's rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Members who do not work on a designated holiday, either because they are not scheduled to work that day or because they request and are granted vacation leave or holiday leave, will receive holiday compensation of eight (8) hours pay at the member's regular hourly rate.



Holiday compensation will be a combination of cash payment and compensatory time off in accordance with the City's current practice on holiday compensation.

**Section 4. Celebration Day for Holidays.**

For purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday, except that for third shift personnel who work the night before the holiday, the tour of duty beginning the night before the holiday shall be considered the holiday tour.

**Section 5. Holiday Time.**

Use of holiday time or personal days shall be at the member's discretion with the approval of the Chief of Police or designee. In the event requests to use holiday or personal time off are submitted by more than one member for the same time period and otherwise approved by the Chief of Police or designee, then the member with most seniority will be given priority if his request was submitted no less than twenty-eight (28) days before the requested time off. Otherwise, conflicting requests will be prioritized for consideration on a first-come, first-served basis.

**Section 6. Accumulation of Holiday Time.**

All members will be permitted to accumulate three (3) year's worth of holiday time. A member's current accumulation of personal days will not count towards this maximum accumulation level. A member may elect to cash in up to one year's worth of holiday time each year. If a member accumulates the maximum amount of time off allowable under this section, then future holiday will be paid in cash at the time it is earned. The Department Head will post a notice in June informing members of the required deadline for selling holiday time and personal leave. A member must inform the Department Head prior to August 1 of the year preceding the calendar year in which the member intends to make the trade.

**Section 7. Separation for Holiday and Overtime Accumulation.**

A member who is owed compensation for overtime worked and for work on a holiday shall be compensated at the time of separation.

**ARTICLE 21**

**VACATION TIME**

**Section 1. Vacation Year.**

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. Conditions for Accrual.**

Each full-time status member 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 to be the total of all periods of employment for the City of Delaware Police Department. Any periods 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 begin on the first day of the first pay period following the pay period in which the anniversary date falls.

**Section 3. Accrual Schedule for Vacation.**

The following vacation accrual schedules are established:

| <b>YEARS OF TOTAL SERVICE</b>   | <b>VACATION<br/>HRS/YEAR</b> | <b>VACATION<br/>HRS/PAY</b> |
|---------------------------------|------------------------------|-----------------------------|
| 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. Maximum Accrual of Vacation.**

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.

| <b>YEARS OF TOTAL SERVICE</b>   | <b>MAXIMUM ACCRUAL OF VACATION HOURS</b> |
|---------------------------------|--|
| Less than 5 years               | 320                                      |
| 5 years but less than 10 years  | 480                                      |
| 10 years but less than 15 years | 640                                      |
| 15 or more years                | 800                                      |

**Section 5. Additional Considerations.**

- 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. "Bridge" is defined in this section as a vacation of more than two work weeks.
- 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 designated beneficiary or to the estate of the deceased.

- D. Supervisors will make their vacation requests first based on seniority in rank and then officers by seniority. Exceptions may be made by the Chief of Police if the circumstances warrant it.
- E. A member may be ordered to work on a previously approved vacation day(s) if the City Manager declares an emergency exists in the City.
- F. Vacation requests of less than a scheduled work day may be made in multiples of one hour and will only be approved within twenty-four (24) hours of the requested time. Officers may request additional vacation requests in minimum increments of one day (after prime time vacation requests) when the schedule is posted.
- G. Vacation requests shall be granted or denied in a timely manner by management. A member may submit any unanswered vacation requests to the next superior officer in their chain of command, if a request is not answered in seven days. If a request is made at least 30 days in advance and the request proceeds up the chain of command to the Chief or acting Chief then the request shall be responded to within ten (10) calendar days by the Chief or Acting Chief and, if there is a failure to respond member will have such leave request granted.
- H. Prime vacation requests can only be made for same year that the shift bids are in effect. Only one prime vacation request that has been granted will be ensured per shift/per day. Prime Vacation requests will be will be completed as soon as possible once shift selections are complete. Prime Vacation requests must be complete before December of each year. Prime vacation will not be granted for members for the All-Horse Parade and the Brown Jug Day without special permission of the Chief of Police.
- I. Members are responsible for monitoring their accrual and usage of vacation time. The use of anticipated vacation time beyond that which has been earned will not be

allowed. No other type of leave may be substituted for vacation time after a vacation request is made.

- J. Members may make prime vacation requests in minimum increments of four consecutive vacation days of up to twenty-four consecutive vacation days during the first sign up period, except selections for June, July and August, which are limited to a maximum of twelve consecutive vacation days. Members may request a second or third prime vacation request in minimum increments of four consecutive vacation days of up to twenty-four consecutive vacation days during the second and third rounds, respectively. A member shall have 24 hours to schedule prime vacation leave after being informed by a supervisor that it is their time to select. Only one prime vacation will be guaranteed per day/per shift. The City may approve some overlapping of prime vacation at their discretion.
- K. Supervisors will request vacation first based on seniority in rank and then officers by seniority. The swing sergeant will request according to seniority on the shifts affected by his assignment. Exceptions may be made by the Chief of Police if the circumstances warrant it.
- L. Vacation days can only be cancelled by a member with the approval of the Chief of Police or the Chief's designee. If a request to cancel Vacation time off is approved, that time will become available to other members as staffing allows. Cancellation requests must be made seventy-two (72) hours prior to the start of the vacation and must include reasons for the cancellation. Special circumstances may be addressed by the Chief of Police.
- M. The schedules for the calendar year will be posted and the vacation selections will be posted as they are made. Up to the first six days of the new calendar year can be included in the previous year's prime vacation selection if it completes a calendar week (Sunday to Saturday). Additional time off requests on the posted schedule may be made only once all three rounds of prime vacation request are

complete. Additional vacations may be granted on a first-come first served basis depending on staffing levels.

**Section 6.**

A member may elect to trade three (3) weeks of vacation time for equivalent pay during any calendar year. A member must inform the Chief of Police 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 22**

### **SICK LEAVE**

#### **Section 1.**

Each City employee shall be entitled to sick leave with pay for four and six-tenths (4.6) hours for each completed eighty (80) hours of service up to a maximum of fifteen (15) days per year. An employee may use sick leave, upon approval of his department or division head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one half ( $\frac{1}{2}$ ) hour for every one half ( $\frac{1}{2}$ ) hour of absence from previously scheduled work.

Each employee may be required to furnish a satisfactory affidavit 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. The Director of Finance has authority to pay such sick leave allowances pursuant to this section.

If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. Also, for any sick leave absence of five or more consecutive days, an employee will be required to provide a certificate from a licensed physician stating the nature of the illness and stating the date that the employee will be physically able to return to work. The City retains the right to insist that the employee, before returning to work from a sickness leave, be examined, at the City's expense, by a licensed physician designated by the City to verify that the employee can safely return to work. The affected employee shall be assigned to light duty pending the City physician's final determination of fitness.

Falsification of a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 2.**

Any person who has been previously employed by any public agency within the State and has accumulated any unused sick leave under the provisions of Ohio R.C. Chapter 124 shall, if his employment by the City in any of its various departments takes place within six (6) months of the termination of his service in any of the other public service agencies within the State, have his accumulated unused sick leave time credited to his sick leave account with the City. Any sick leave time transferred shall have been accumulated at the rate of one and one-fourth (1-1/4) days per month of employment with the public agency and a total of not more than seven hundred and twenty (720) hours may be transferred.

**Section 3.**

Any City employee who has accumulated at least 100 days of sick leave credit may, during any calendar year, convert any excess thereof up to a maximum of fifteen (15) days of sick leave to vacation leave on the basis of two (2) sick leave days for one day's vacation leave.

**Section 4.**

Sick leave may be taken in one half (½) hour increments.

**Section 5.**

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 work days of sick leave 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 6.**

Any member separated from City service for other than just cause shall be paid all accumulated and unused sick leave on the following basis:

| <u>Unused Sick Leave</u> | <u>Pay-Out</u>  |
|--------------------------|---|
| 0 - 650 hours            | One hour pay for every three hours unused sick leave.   |
| Over 650 hours           | 217 hours plus one hour for every two (2) hours of unused sick leave in excess of 650 hours. Total compensation shall not exceed 640 hours pay. |

Any member separated from City service for other than just cause who has completed a minimum of fifteen years of service with the City, shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave up to a maximum of six hundred forty (640) hours pay.

**Section 7:**

Each member hired by the City after January 1, 2017 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 6. In addition, sick leave usage by members who transfer in sick leave hours will first be charged from sick leave hours accumulated while employed at the City of Delaware. Members will only be eligible to utilize hours transferred in from prior employment when they have no balance of sick leave available from sick leave accrued while employed by

the City of Delaware. Sick leave hours accumulated while employed by the City of Delaware are eligible for conversion or payment upon separation as set forth in Section 6.

## **ARTICLE 23**

### **INJURY LEAVE**

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 120 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 respective department head shall report such injury to the Department of Administrative Services immediately and insure 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 OIC determines that the injury is NOT employment related, any time the employee is, or has been, absent from work shall be deducted from the accrued sick leave. If the deduction of said time eliminates all of the employees accrued sick time, the remaining time owed may be deducted from the employee's accrued vacation, holiday compensatory time, or other accrued compensatory time.

- 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. In all cases where more than 120 consecutive working days for employees working a 40-hour workweek, 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 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.
- 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. Also, in cases where a member is on injury leave or in instances where the City sees fit in its sole discretion, when a Member has received medical certification to return to restricted (light) duty, the City may require, or the member may request, to be placed in a restricted (light) duty assignment. If the Member makes such a request, the award or denial of such assignment shall be in the City's sole discretion. The City may also seek a second medical certification under this provision. The City retains the sole discretion in all aspects of this provision governing restricted (light) duty, and grievances may not be filed against any aspect of this provision, including but not limited in any way to the City's exercise of discretion of the award or denial of such restricted (light) duty assignment, to be broadly construed.

## ARTICLE 24

### SPECIAL LEAVES

#### **Section 1. Special Leave.**

In addition to other leaves authorized herein, the Chief of Police in his sole discretion may authorize special leave of absence with or without pay for purposes beneficial to the member and the City, such a decision is not subject to appeal. Members requesting special leave shall submit, in writing, notice of the requested leave at least 2 weeks in advance, unless an emergency situation exists. Return to duty after such leave shall be without loss of rank, grade or seniority.

#### **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 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. When a member has been released from Jury Duty, the member shall report back to work if more than two (2) hours are left on the regular shift.

#### **Section 3. Examination Leave.**

Time off with pay shall be allowed members to participate in Civil Service tests or to take a required examination, pertinent to their City employment before a State or Federal licensing board with the approval of the Chief of Police.

#### **Section 4. Court Leave.**

Time off with pay shall be allowed members who are subpoenaed to attend any court of record in Delaware County, Ohio, or any adjoining County, as a witness in civil matters that are directly related to a Member's job duties or required by the City. All witness fees shall be assigned to the City of Delaware. Members shall submit a copy of the court summons in order to receive compensation.



**Section 5. Funeral Leave.**

- A. Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

| <b>DAYS/HOURS OF LEAVE</b> |   |   |
|----------------------------|---|---|
| <b>Leave for Death of:</b> | <b>Local Funeral</b>                                  | <b>Other Funeral</b>                        |
| 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 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 Chief of Police.

\*\* All leave time with approval of the Chief of Police.

- B. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, grandparents, brother-in-law, sister-in-law, grandparents-in-law, and parents-in-law.
- C. For the purposes of this section, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

## ARTICLE 25

### TUITION REIMBURSEMENT

#### Section 1. Reimbursement Program.

Each member who is subject to the provisions of this Agreement and who has completed his probationary period shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him and subject to the following conditions:

- A. There must be a correlation between the member's duties and responsibilities and the courses taken or the degree program pursued. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief of Police or his designee. All courses and scheduled times of courses must be approved by the Chief of Police. Any situation which, in the discretion of the Chief of Police, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.
- 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 will be eligible for tuition reimbursement for properly approved and completed course work up to \$3,500 for each calendar year (January 1 to December 31). Courses may be taken at any accredited college, university, community college, or other institution of higher learning. The employee will be responsible for any tuition charges in excess of \$3,500 for the calendar year. An

application for tuition reimbursement must be completed by the member prior to enrolling in the class work for which reimbursement will be requested.

- 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 copy of the unpaid bill from the institution confirming completion of the approved course.
- E. No reimbursement will be granted for, 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 just 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 26

### MILITARY LEAVE

#### Section 1. Military Leave.

##### A. Paid Leave.

Sworn officers 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 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 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. Where it is to the advantage of the City and on the approval of the Chief of Police, military leave of up to fifteen (15) additional days may be granted.

##### B. Military Leave Without Pay.

A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a

probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

- (1) No eligible member shall lose his rank, grade, or seniority enjoyed at the time of his enlistment, induction, or call into the active services (other than for military training leave) of the Armed Forces of the United States of America or any branch thereof, except that a provisional member at the time of entering active military service shall not be entitled to restoration to his position if an eligible list from which appointments to such positions may be made has been established prior to his application for restoration to such position.
- (2) Any member who has entered the service as stated above, upon his Honorable Discharge or a Discharge with Honorable Conditions from the service and establishment of the fact that his physical and mental condition has not been impaired to the extent of rendering him incapable to perform the duties of the position, shall be returned to the position he held immediately prior to his enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to his position within ninety (90) days of receiving an Honorable Discharge or a Discharge with Honorable Conditions from the Armed Forces or his position will be declared vacant. Nothing contained in this section shall obligate the City to pay a member who is on military leave of absence.
- (3) Any member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be

determined to have been given a permanent appointment, if the returnee fails to exercise his restoration rights within the prescribed time.

- (4) The term "Armed Forces of the United States" as used in this section shall be deemed to include such services as designated by the Congress of the United States.
- (5) Any member transferred or advanced to a position by reason of vacancy caused by a member serving in the Armed Forces shall be returned to the position he held before said transfer or advancement, or to a position of equal rank or grade upon the return of the member from the service.
- (6) A member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a member into military service, upon the return of that member from the service, shall be placed on an eligible list in the order of his original position.
- (7) In any case where two or more members who are enlisted to be restored to a position left the same position in order to enter the Armed Forces, the member with the greatest seniority in that classification shall have the prior restoration right without prejudice to the reemployment rights of the other member or members to be restored.
- (8) Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

**ARTICLE 27**

**INSURANCE**

**Section 1. Hospitalization, Surgical and Major Medical.**

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

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

The parties acknowledge that all of the "wellness benefits" added to the plan effective January 1, 1992 are subject to all of the generally applicable plan limits, such as deductibles and co-payments. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable federal tax regulations.

Employees will contribute to the cost of the health benefit plan in an amount equal to 8% of the established monthly COBRA rate utilized by the City until the first pay period in April 2014, at which time the contribution rate will be 11%. Starting with the first pay



period in April 2015, the contribution rate will be 15% of the COBRA rate. Annually, on April of the following years, the percentage of COBRA will be established. Annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first full pay period in April of each year.

Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year (26). An example would be  $\$68.33/\text{mo.} \times 12 = \$819.96$ ,  $\$819.96/26$  pay periods =  $\$31.53$  per pay period. In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. Likewise, these employees will not be subject to monthly payroll contributions. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in circumstances which the member determines justifies such decision. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, significant cost increase of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

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

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

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

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

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

**Section 2. Prescription Card.**

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

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

| Drug             | Retail Benefits                               | Mail Order Benefits                        |
|------------------|---|--|
| Generic Drugs    | 80/20%  | 90/10%                                     |
| Name Brand Drugs | 50/50% with \$25 co-pay for each disbursement | 75/25% for name brand drugs with no co-pay |

The maximum expense a member will pay for coinsurance is \$500 for Family coverage and \$250 for Single coverage annually for prescription benefits, however the \$25 co-pay for retail, name brand drugs will not count towards the calculation of the \$500 or the \$250 coinsurance maximum and will always apply even after a member reaches the \$500 or \$250 coinsurance maximum expenditure.

**Section 3. Dental Care Plan.**

The City will maintain the current dental coverage for all members.

**Section 4. Life Insurance.**

The City will maintain life insurance for all members at a face value of \$50,000.

**Section 5.**

The City shall provide a certificate of coverage for each member. Such certificate shall be for the members' family situation.

**Section 6.**

The City shall provide police-professional liability coverage for each member.

**Section 7.**

The City and the F.O.P. agree to participate in a city-wide employee-management insurance review committee for the purpose of mutually monitoring the status of the health plan. This review committee shall meet at least annually. The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan.

The Employer agrees to provide bargaining unit members health plan coverage. Such coverage may be provided through a self-funded plan or an outside insurance carrier. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverage and utilization. The Employer shall meet and confer with the Union regarding health care providers and levels of coverage but the employer shall make the final determination if a consensus is not reached.

**Section 8.**

The City will provide physical examinations for new Patrolmen at the time of hiring, but is not obligated to provide physical examinations for current employees.

**Section 9.**

The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan, provided the benefits are substantially the same and further provided there are no additional premiums or deductibles beyond those provided for in the current contract. This section is subject to the grievance procedure.

## ARTICLE 28

### HEALTH AND SAFETY

#### **Section 1. Safe Equipment.**

The City agrees to continue to provide a safe and healthy work environment for all employees, consistent with its obligations under law and the F.O.P. agrees to cooperate with the City in its efforts to maintain a safe and healthy work environment.

#### **Section 2. Compliance.**

The City and employees shall comply with applicable federal, state and local safety laws, rules and regulations and departmental safety rules and regulations.

#### **Section 3. Unsafe Conditions or Equipment.**

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 report promptly to their supervisor and, if necessary, to the patrol commander, any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor or to the patrol commander. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

#### **Section 4. Patrol Vehicles.**

Patrol vehicles will be equipped with two (2) pairs of rubber, surgical-type gloves and one (1) pair of heavy-duty, fire-resistant type gloves.

#### **Section 5. Infectious Diseases.**

The City will provide each member an inoculation to protect against hepatitis "B" at the request of the member.

**Section 6. Body Armor.**

The City will replace a unit member's body armor that is older than five years.

**Section 7. Communicable Disease Testing.**

The City will pay for any testing that is not covered by the Bureau of Workers Compensation (per O.R.C. 4123.026) for Bargaining Unit Members, according to AMA accepted testing standards, who may have been exposed to communicable diseases while in the performance of their duties.

## **ARTICLE 29**

### **SHIFT PREFERENCE**

In September of each year, members shall select their shift assignment by seniority. The Chief may veto a member's shift selection provided the decision to do so is not arbitrary, capricious or without just cause. Shift selections shall go into effect on January 1. When a member is hired or promoted after the yearly shift bid, they shall be scheduled based on the needs of the department until the next yearly shift bid.



## ARTICLE 30

### LABOR RELATIONS MEETINGS

#### Section 1.

In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or his designee(s) shall meet with not more than three (3) representatives of the F.O.P. 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 seven (7) calendar 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 shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the F.O.P.
- 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.

#### 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 Chief's or the City's management rights.

## ARTICLE 31

### CANINE OFFICER

#### Section 1.

The Chief of Police reserves the right, at his or her sole discretion, to select, assign and remove a Member from the Canine Officer assignment, which may not be grieved or arbitrated by the Member or FOP.

#### Section 2.

The canine will be the property of the City. The City will provide all food, equipment (including the dog house and kennel facilities), insurance, necessary licenses and veterinarian services for the canine.

#### Section 3.

The Chief of Police reserves the right to require schedule changes to accommodate activities such as, but not limited to, the following: public relation engagements (e.g., school programs, civic group appearances, City Council demonstrations, etc.) and training sessions.

#### Section 4.

The workweek for the Canine Officer shall consist of forty (40) hours based on five (5) workdays and two (2) days off. The Canine Officer will receive four (4) hours of overtime pay for each workweek worked to compensate for the weekly off-duty care and maintenance of the canine in the Member's custody. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to the Member who is responsible for the weekly care, feeding, exercising and boarding of a City-owned canine for all on-duty and off-duty hours worked so engaged. There will be no additional pay for care and maintenance on the Member's regular days off, approved leave or when the canine is not boarded at the Canine Officer's residence. This represents a reasonable agreement and full payment to the Canine Officer pursuant to the Fair Labor Standards

Act and associated Regulations. This arrangement shall not affect the normal accrual rate for holiday time, sick leave or vacation time under the collective bargaining agreement.

**Section 5.**

The Canine Officer must receive prior written approval from an appropriate supervisor before engaging in activity that is beneficial for the City beyond the authorized duties, training and care for the canine.

**Section 6.**

The Canine Officer is subject to callout twenty-four (24) hours a day. In the event the Canine Officer is called out, he or she shall receive compensation according to the terms of the then-current collective bargaining agreement addressing callout.

**Section 7.**

The Chief of Police reserves the right, at his or her sole discretion, to further issue a policy and procedure relative to the implementation and administration of a Canine Officer.

**ARTICLE 32**

**RESIDENCY**

As a condition of continued employment, members must reside within Delaware County or any county adjacent to Delaware County.

## ARTICLE 33

### SUBSTANCE ABUSE TESTING

#### Section 1. Purpose Statement.

The F.O.P. and its members agree that illegal drug / alcohol use in the workplace, presents a danger to employees and citizens. The bargaining unit agrees to reasonable, random drug testing, under the guidelines of Article 33, to promote a drug free environment. The City agrees that it shall conduct all such testing with dignity and respect for the individual bargaining unit member's right to personal and medical privacy.

#### Section 2. Definitions.

The following definitions shall be used for Article 33 in this contract.

- A. "Legal Drug" means any drug prescribed by a physician or over the counter medication that can be legally purchased in the State of Ohio. Alcohol is considered a legal drug for this section.
- B. "Illegal Drug" means any substance that cannot be legally purchased in the State of Ohio or a legal drug that is used in a manner not intended by a physician or a legal drug that is prescribed for a person other than the bargaining unit member.
- C. "Medical Review Officer" is a state certified physician in good standing, contracted by the City to review and certify positive test results.
- D. "Incidental Exposure" means any exposure to any legal or illegal drug that is not intentional or is required through the performance of a member's job. Members assigned to drug enforcement or undercover who, in the result of a member's job, are exposed to a legal or illegal substance, shall notify, in a written format, their supervisor of exposure prior to the announcement of any drug / alcohol testing.

- E. “Probable Cause” means any collection of facts and circumstances that would lead a prudent person to believe that a member’s work is being influenced by any legal or illegal drug.
- F. “Post Accident / Post Incident” means an automobile accident involving the member’s negligence. Any injury to one’s self or other person, caused by a secondary weapon, which resulted in known medical outpatient treatment.
- G. “Reasonable Suspicion” means alcohol or controlled substance testing based on a belief that an employee is under the influence of, or is using, possessing, or distributing controlled substances or alcohol, or is otherwise in violation of the City's policy. Such a belief may be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things.
1. Observable phenomena, such as direct observation of drug use and/or the appearance, behavior, speech, body odor or physical symptoms or manifestations of using or being under the influence of a drug or alcohol;
  2. Evidence that an individual has tampered with a drug or alcohol test during his/her employment;
  3. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of alcohol and/or other drugs while working, or while on the employer's premises or operating the employer's vehicle, machinery, or equipment;
  4. The occurrence of an incident involving an employee's on the job actions which has resulted in the personal injury of any person, or in which property damage has occurred, and any of one (1) through five (5) above apply.



### **Section 3. Random Testing.**

The City shall conduct a random drawing of names, shall test no more than 50% of member's in a calendar year, for the purposes of random drug / alcohol testing. An on-duty bargaining unit member, designated by the F.O.P., shall be present during all phases of the drawing. The bargaining unit member shall have the right to inspect and observe all portions of the drawing. This City will agree to have no more than two representatives present during the drawing. OnSite, LLC or another similar agency will conduct the random drawing. The City shall notify an employee when that employee is selected. Once notified, every work-related action the employee takes must lead to a collection. If the employee engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test and will subject the employee to the disciplinary consequences set forth in this Article.

### **Section 4. Probable Cause and Reasonable Suspicion.**

Any member, who is on duty and is believed to be under the influence of any substance, may be subjected to testing. The member must be advised by the supervisor of the alleged probable cause or reasonable suspicion leading to the decision to require a test. Tests will be collected in the same manner as a random test except that an F.O.P. representative is not required to be present. A member may request that an F.O.P. representative observe the testing and give counsel to the member. The City must allow F.O.P. representation, if requested by a member. The City will allow a reasonable delay to obtain F.O.P. representation. All testing (urine and breath) will be administered within 1 hour of the allegation, regardless of the availability of representation.

### **Section 5. Post Accident / Post Incident / Use of Deadly Force.**

Members involved in post accident, post incident, and/or use of deadly force may be subject to drug / alcohol testing.

**Section 6. Sample Drug Collection.**

The City shall provide a suitable place for the collection of urine samples. All bargaining unit members shall be compensated, at rate consistent with the other sections of this contract, for any time spent providing a urine sample or in conference with a medical review officer.

A bargaining unit member, designated by the F.O.P. and one representative from the City shall be present during the collection of all samples.

After a member has provided a urine sample. The sample shall be split and placed in two sealed tamper resistant urine collection containers. Both samples will remain in the constant view of the member providing the sample until they are sealed, dated, identified and initialed by the member and the City representative.

**Section 7. Sample Alcohol Collection.**

If a member has been alleged to have been consuming alcohol on duty or under the influence of alcohol, the member shall submit to breath test. The test will be performed by a state certified operator on a state certified breath testing instrument. Only instruments certified by the Ohio Department of Health will be considered state certified. All rules for the operation of the instrument will be followed. The results of such test will be considered a certified positive result if a reading greater than .04 grams of alcohol by weight per 210 liters of breath is obtained.

**Section 8. Testing Procedure.**

The certified laboratory shall inspect the sample and proceed with further screening only if the container sample is properly sealed and labeled. The laboratory shall follow all commonly acceptable testing methodology and comply with all Federal and State regulations and guidelines. The laboratory shall notify the City of all results.

**Section 9. Positive Results.**

The MRO shall immediately notify the member of any positive results received from the laboratory. The member, at their expense, shall then have the right to have the sample in the second container analyzed by a by second certified laboratory contracted by the City. If results from the second laboratory are not similar, the process is halted and no discipline can be imposed on any member for use of illegal drugs.

The City shall contract with a medical review officer and forward the envelope and written test results to the City. The medical review officer will contact and confer with all members who test positive. The medical review officer will evaluate the member's circumstances, including incidental exposure, and determine if the positive laboratory test indicates the use of illegal drugs. The medical review officer will then certify the results as positive or negative and notify the City. The City will not be permitted to use any non-certified or negative results for disciplinary reasons. The City will also make recommendations for treatment for members testing positive for the first time.

**Section 10. Discipline.**

Members who have received a certified positive result from the medical review officer will enter a treatment program recommended by the Department of Administrative Services. The City will pay for this treatment if the member uses a covered health network provider. Co-pays are to be paid by the member. The member shall be placed on a leave status, for at least 30 days, during the attendance of treatment. If the leave is deemed a qualified event under the City's Family and Medical Leave Policy available paid leave shall be used in accordance with the policy. If the leave is deemed a non-qualified event under the City's Family and Medical Leave Policy then the employee may use any vacation, compensatory or holiday time available to the member. A letter of force and effect, equivalent to a 30-day suspension shall be issued. Failure to successfully complete the treatment program shall result in disciplinary action up to and including termination.

A second certified positive test result shall result in termination.

A member who refuses or fails to submit to a drug / alcohol test shall be deemed as having a confirmed positive test result. Refusal or failure to submit to a test will be grounds for discipline set forth in Section 9.

No member will be disciplined solely for being under the influence of alcohol on his or her own time. This does not excuse conduct attributed to a member being under the influence of alcohol.

## ARTICLE 34

### MID-TERM BARGAINING

- (A) If, during the term of the Contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the City takes immediate action due to “exigent circumstances” or “legislative action” as noted above, this Article does not limit the Union’s rights before the State Employment Relations Board.

In the event the City finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract.

- (B) Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.
- (C) If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party,

whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

- (D) If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the City shall submit the unresolved issue(s) to arbitration. In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.
- (E) If the City does not refer the unresolved issue(s) to arbitration, the City shall maintain the status quo and shall have no authority to implement the changes which were the subject of negotiations.
- (F) Once the City elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

1. **Arbitrator.** An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of five (5) arbitrators from the State Employment Relations Board. The Union and the City will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within five (5) days of the receipt of the list. A flip of a coin shall determine who will strike the first name.

2. **Arbitration Guidelines.** The following guidelines shall apply to arbitration proceedings under this Article:

- a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).
- b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
- c. After the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:
  - (i) Past Agreements between the parties;
  - (ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in police departments of similar size operating under similar circumstances;
  - (iii) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
  - (iv) The lawful authority of the City;
  - (v) The stipulation of the parties;



- (vi) Such other factors as may be relevant to the arbitrator's decision.
- d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

3. **Arbitration Costs – “Loser Pays.”** The cost of the arbitration procedure shall be paid by the losing party (“losing party” to be determined by the arbitrator), however, each party to be responsible for its own attorney’s and/or consultant’s fees.

**ARTICLE 35**

**PHYSICAL FITNESS INCENTIVE**

**SECTION 1:**

The Physical Fitness Incentive is a voluntary fitness program. Successful participants will receive additional hours of vacation time as listed in the chart below for reaching certain levels of fitness.

In order to promote fitness within the department, a set level of department participation will be required to earn an additional incentive. Participation is defined as completing each of the segments of the test, based on the combined percentage of officers and supervisors. ~~In 2016, 40% of the membership must participate to qualify for the Participation Incentive, in 2017, 50% of the membership must participate, and in 2018, 60% of the membership must participate with 50%~~ 30% of those taking the test achieving at least a basic fitness level. Membership shall be determined based on staffing numbers as of January 1 of each year.

Any hours awarded will be posted to the members' accrued leave in the first full pay period of the following year.

| <b>Fitness level</b> | <b>Number of hours earned for achievement</b> | <b>Number of hours earned w/ Participation Incentive met</b> |
|----------------------|---|--|
| <b>Basic</b>         | <b>8</b>                                      | <b>12</b>  |
| <b>Master</b>        | <b>12</b>                                     | <b>24</b>  |

~~Expiration: This article shall expire as of December 31, 2021 (2021 benefit to be credited in 2022), with benefits being awarded according to the 2018 participation levels. The parties will continue to negotiate a potential replacement program, which may be implemented prior to the end of the contract if both parties agree.~~

**ARTICLE 36**

**DURATION OF AGREEMENT**

**Section 1. Duration.** All of the provisions of this Agreement become effective June 26, ~~2019~~ **2022** unless otherwise specified. This Agreement shall continue in force and effect until 11:59 p.m., June 25, ~~2025~~ **2022**. 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.

**Section 2. Signatures.** Signed and dated at Delaware, Ohio on this ~~9<sup>th</sup>~~ **27<sup>th</sup>** day of ~~NOVEMBER, 2022~~ **August, 2019**.

For the City:

For the Fraternal Order of Police  
Ohio Labor Council, Inc.:

\_\_\_\_\_  
R. Thomas Homan  
City Manager

\_\_\_\_\_  
David Garrick  
FOP, O.L.C., Staff Representative

\_\_\_\_\_  
Adam Moore  
Chief of Police

\_\_\_\_\_  
Adam Willauer  
Bargaining Committee Member

\_\_\_\_\_  
Jessica Feller  
Human Resources

\_\_\_\_\_  
Tom Donoghue  
Bargaining Committee Member

Approved as to Form:

\_\_\_\_\_  
Natalia Harris  
City Attorney



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Staff Reports

**AGENDA SECTION:** **FINANCE DIRECTOR'S REPORT**

**SUBJECT:** 2022 Impact Fee Report

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[2022 Impact Fee Report to Council.pdf](#)



## MEMORANDUM

**TO:** City Council

**FROM:** Robert Alger, Finance Director

**DATE:** May 3, 2023

**RE:** Annual Impact Fee Report

---

Attached is the annual Impact Fee Report for 2022 required as part of our impact fee legislation. The report reflects the following:

- Part A. – Impact fees paid to the City by month for 2022.
- Part B. – Impact fee expenditures for 2022 by project.
- Part C. – Detail for individual projects.

The current status of the four Impact Fee funds:

**Park Impact Fees** – Funds were used in 2022 to expand the trail system on Central Avenue as well as finalizing the Parks Master Plan, design/right-of-way services for additional trails within the West Central Path and site analysis for the establishment of a South Community Park, Olentangy River Walk, Downtown River Trail, Mingo Trail improvements, and Pedestrian Crossings.

**Police Impact Fees** – Current police impact fee collections are being utilized to pay back money borrowed to expand the Police Station several years ago. The debt issued matures in 2032 and it is anticipated that all fees collected will need to be allocated to future debt service payments.

**Fire Impact Fees** – Current fire impact fee collections are being utilized to pay back money borrowed to construct Station 303. The debt issued matures in 2032 and it is anticipated that most fees collected will need to be allocated to future debt service payments.

**Municipal Impact Fees** – Current municipal impact fee collections are being utilized to pay back money borrowed to expand the Justice Center and to acquire and improve the Public Works facility. The debt issued matures in 2032.

The current impact fees (single family) of \$1,226 Parks, \$162 Police, \$314 Fire, and \$366 Municipal were last increased in 2006 and are assessed at 90% of the maximum calculated impact for Parks and Fire, and 100% of the maximum calculated impact for Police and Municipal fees.

**City of Delaware  
Impact Fee Annual Report  
1/1/22 - 12/31/22**

A. Impact Fee Funds Collected

|               | <u>Parks<br/>Impact Fee</u> | <u>Police<br/>Impact Fees</u> | <u>Fire<br/>Impact Fee</u> | <u>Municipal<br/>Impact Fee</u> |
|---------------|-----------------------------|-------------------------------|----------------------------|---------------------------------|
| January       | 46,588                      | 6,156                         | 11,932                     | 13,908                          |
| February      | 53,944                      | 7,128                         | 13,816                     | 16,104                          |
| March         | 34,328                      | 4,536                         | 8,792                      | 10,248                          |
| April         | 58,848                      | 7,776                         | 15,072                     | 17,568                          |
| May           | 40,458                      | 5,346                         | 10,362                     | 12,078                          |
| June          | 55,170                      | 7,521                         | 14,735                     | 17,014                          |
| July          | 60,074                      | 8,331                         | 16,549                     | 18,980                          |
| August        | 78,464                      | 41,083                        | 96,353                     | 92,024                          |
| September     | 29,424                      | 3,888                         | 7,536                      | 8,784                           |
| October       | 29,424                      | 18,790                        | 25,468                     | 24,909                          |
| November      | 42,910                      | 5,670                         | 10,990                     | 12,810                          |
| December      | 22,068                      | 2,916                         | 5,652                      | 6,588                           |
| <b>Totals</b> | <b>\$ 551,700</b>           | <b>\$ 119,141</b>             | <b>\$ 237,258</b>          | <b>\$ 251,015</b>               |

B. Impact Fees Expended by Service Area

|  | <u>2022<br/>Expenditures</u> | <u>Prior Year<br/>Expenditures</u> | <u>Total Project<br/>Expenditures</u> |
|--|------------------------------|------------------------------------|---------------------------------------|
| <b>Park Services</b>                   |                              |                                    |                                       |
| Impact Fee Update Services             | -                            | -                                  | -                                     |
| Parks Master Plan & Design Services    | 260,841                      | 57,513                             | 318,354                               |
| SR37 Bikeway                           | 92,003                       | 1,125,071                          | 1,217,074                             |
| Unity Park Improvements                | 103,679                      | 21,000                             | 124,679                               |
| Trail Improvement Cheshire             | -                            | 46,003                             | 46,003                                |
| Olentangy River Walk                   | 32,350                       | -                                  | 32,350                                |
| Olentangy River Trail                  | 8,637                        | -                                  | 8,637                                 |
| Mingo Trail                            | 50,000                       | -                                  | 50,000                                |
| Pedestrian Crossings                   | 17,586                       | -                                  | 17,586                                |
| Refunds                                | 4,904                        | 64,561                             | 69,465                                |
| <b>TOTAL PARKS</b>                     | <b>\$ 570,000</b>            | <b>\$ 1,314,148</b>                | <b>\$ 1,884,148</b>                   |
| <b>Police Services</b>                 |                              |                                    |                                       |
| Impact Fee Update Services             | -                            | -                                  | -                                     |
| Debt Service - Interest (less premium) | 129,190                      | 304,565                            | 433,755                               |
| Refunds                                | 648                          | 10,906                             | 11,554                                |
| <b>TOTAL POLICE</b>                    | <b>\$ 129,190</b>            | <b>\$ 315,471</b>                  | <b>\$ 445,309</b>                     |
| <b>Fire Services</b>                   |                              |                                    |                                       |
| Impact Fee Update Services             | -                            | -                                  | -                                     |
| Debt Service - Interest                | -                            | 448,661                            | 448,661                               |
| Refunds                                | 1,256                        | 19,450                             | 20,706                                |
| <b>TOTAL FIRE</b>                      | <b>\$ -</b>                  | <b>\$ 468,111</b>                  | <b>\$ 469,367</b>                     |
| <b>Municipal Improvement</b>           |                              |                                    |                                       |
| Impact Fee Update Services             | -                            | -                                  | -                                     |
| Debt Service - Interest (less premium) | 78,638                       | 487,268                            | 565,906                               |
| Annex Building Improvements            | -                            | 141,664                            | 141,664                               |
| Refunds                                | 1,464                        | 17,554                             | 19,018                                |
| <b>TOTAL MUNICIPAL</b>                 | <b>\$ 78,638</b>             | <b>\$ 646,487</b>                  | <b>\$ 726,589</b>                     |

# City of Delaware Impact Fee 2022 Annual Report

## C. Expenditures

### Park Development:

*Project #:* **TL001**

*Description:* *Design and Right of Way Services for W Central Path*

*Purpose:* Services for the Construction of Additional Trails on Central Ave

*Location:* *Central Ave West*

*Amount:* \$92,003

*Prior Years:* \$1,125,071

*Date Initiated:* 2020

*Date Completed:*

*Useful Life:* 20 years

*Other Non-Impact*

*Funds Utilized:* \$0

*% Impact Fees:* 100.0%

*In Current City CIP:* Yes

*Project #:* **PR 2019-2**

*Description:* *Site Analysis South Community Park*

*Purpose:* Services to Identity a Site Location of a Community Park in Ward 3

*Location:* Ward 3

*Amount:* \$260,841

*Prior Years:* \$57,513

*Date Initiated:* 2020

*Date Completed:*

*Useful Life:* 20 years

*Other Non-Impact*

*Funds Utilized:* \$0

*% Impact Fees:* 100.0%

*In Current City CIP:* Yes

*Project #:* **PK009**

*Description:* *Unity Park Improvements*

*Purpose:* Services to Identity a Site Location of a Community Park in Ward 3

*Location:* Ward 2

*Amount:* \$103,679

*Prior Years:* \$21,000

*Date Initiated:* 2021

*Date Completed:*

*Useful Life:* 20 years

*Other Non-Impact*

*Funds Utilized:* \$0

*% Impact Fees:* 100.0%

*In Current City CIP:* Yes

*Project #:* **TL004**

*Description:* *Olentangy River Walk*

*Purpose:* Feasibility study for a Multi-use trail along the Olentangy River in Ward 2. Joint contract with Preservation Parks of Delaware County.

*Location:* Ward 2

*Amount:* \$32,350



*Prior Years:* \$0  
*Date Initiated:* 2022  
*Date Completed:*  
*Useful Life:* 20 years  
*Other Non-Impact*  
*Funds Utilized:* \$0  
*% Impact Fees:* 100.0%  
*In Current City CIP:* Yes

*Project #:* **TL007**  
*Description:* *Downtown Olentangy River Trail*  
*Purpose:* Framework Plan and Concept Designs for 55-acre riverfront project in Ward 2.  
*Location:* Ward 2  
*Amount:* \$8,637  
*Prior Years:* \$0  
*Date Initiated:* 2022  
*Date Completed:*  
*Useful Life:* 20 years  
*Other Non-Impact*  
*Funds Utilized:* \$0  
*% Impact Fees:* 100.0%  
*In Current City CIP:* Yes

*Project #:* **TL006**  
*Description:* *Mingo Trail Improvements*  
*Purpose:* Olentangy to Meeker trail improvements in Ward 4.  
*Location:* Ward 4  
*Amount:* \$50,000  
*Prior Years:* \$0  
*Date Initiated:* 2022  
*Date Completed:*  
*Useful Life:* 20 years  
*Other Non-Impact*  
*Funds Utilized:* \$40,000  
*% Impact Fees:* 55.6%  
*In Current City CIP:* Yes

*Project #:*  
*Description:* *Pedestrian Crossings*  
*Purpose:* Safety crossings for park goers.  
*Location:*  
*Amount:* \$17,586  
*Prior Years:* \$0  
*Date Initiated:* 2022  
*Date Completed:*  
*Useful Life:* 20 years  
*Other Non-Impact*  
*Funds Utilized:* \$0  
*% Impact Fees:* 100.0%  
*In Current City CIP:* Yes

**City of Delaware  
Impact Fee 5 Year Utilization Report  
As of 12/31/22**

|                              | Expended<br>in 2008 | Expended<br>in 2009             | Expended<br>in 2010 | Expended<br>in 2011 | Expended<br>in 2012 | Expended<br>in 2013 | Expended<br>in 2014 | Expended<br>in 2015 | Expended<br>in 2016 | Expended<br>in 2017 | Expended<br>in 2018 | Expended<br>in 2019 | Expended<br>2020 | Expended<br>2021 | Expended<br>2022 | Unspent<br>Balance |              |
|------------------------------|---------------------|---------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------|------------------|------------------|--------------------|--------------|
| <b>Park Services</b>         |                     |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  |                    |              |
| 2001 Collections             | \$ 355,426          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2002 Collections             | \$ 326,135          | -                               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2003 Collections             | \$ 631,809          | -                               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2004 Collections             | \$ 456,381          | -                               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2005 Collections             | \$ 456,296          | -                               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 22,720           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2006 Collections             | \$ 208,278          | -                               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 29,922           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2007 Collections             | \$ 236,667          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 12,432           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2008 Collections             | \$ 138,949          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Reimbursed Prior Cost- ONG   | \$ 977,720          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 8,583            |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2009 Collections             | \$ 124,474          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 2,230            |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2010 Collections             | \$ 127,504          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 462              |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2011 Collections             | \$ 133,652          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 209              |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2012 Collections             | \$ 211,779          | (124,103)                       | (44,738)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 304              |                                 | (304)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| 2013 Collections             | \$ 317,171          |                                 | (9,682)             | (58,281)            | (25,092)            | (21,789)            | (17,980)            | (63,802)            | (72,641)            | (47,904)            |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 455              |                                 |                     |                     |                     |                     |                     |                     |                     | (455)               |                     |                     |                  |                  |                  | \$ -               |              |
| 2014 Collections             | \$ 274,859          |                                 |                     |                     |                     |                     |                     |                     |                     | (274,859)           |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 646              |                                 |                     |                     |                     |                     |                     |                     |                     | (646)               |                     |                     |                  |                  |                  | \$ -               |              |
| 2015 Collections             | \$ 230,198          |                                 |                     |                     |                     |                     |                     |                     |                     | (129,464)           | (100,734)           |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 1,144            |                                 |                     |                     |                     |                     |                     |                     |                     | (1,144)             |                     |                     |                  |                  |                  | \$ -               |              |
| 2016 Collections             | \$ 326,517          |                                 |                     |                     |                     |                     |                     |                     |                     | (161,911)           | (164,606)           |                     |                  |                  |                  | \$ -               |              |
| Grant and Donation Income    | \$ 528,569          |                                 |                     |                     |                     |                     |                     |                     |                     |                     | (161,133)           | (132,624)           | (70,343)         | (164,469)        |                  | \$ -               |              |
| Interest Income              | \$ 3,286            |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  | (3,286)          |                  | \$ -               |              |
| 2017 Collections             | \$ 289,302          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  | (289,302)        |                  | \$ -               |              |
| Interest Income              | \$ 11,724           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  | (11,724)         |                  | \$ -               |              |
| 2018 Collections             | \$ 634,952          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  | (156,395)        | (478,557)        | \$ -               |              |
| Interest Income              | \$ 25,777           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  | (25,777)         |                  | \$ -               |              |
| 2019 Collections             | \$ 683,871          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  | (62,669)         | \$ 621,202         |              |
| Grant and Donation Income    | \$ 21,751           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 21,751          |              |
| Interest Income              | \$ 39,544           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 39,544          |              |
| 2020 Collections             | \$ 551,700          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 551,700         |              |
| Grant and Donation Income    | \$ -                |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 13,332           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 13,332          |              |
| 2021 Collections             | \$ 595,250          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 595,250         |              |
| Grant and Donation Income    | \$ -                |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 2,277            |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 2,277           |              |
| 2022 Collections             | \$ 551,700          |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 551,700         |              |
| Grant and Donation Income    | \$ -                |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| Interest Income              | \$ 15,303           |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ 15,303          |              |
| <b>Expenditure Carryover</b> |                     |                                 |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                  |                  |                  | \$ -               |              |
| <b>Total</b>                 | 9,581,260           | (124,103)<br>977,720<br>853,617 | (54,724)            | (58,281)            | (25,092)            | (21,789)            | (17,980)            | (63,802)            | (72,641)            | (453,328)           | (263,789)           | (325,739)           | (132,624)        | (70,343)         | (625,176)        | (567,003)          | \$ 2,412,059 |

|                              | Expended<br>in 2008 | Expended<br>in 2009 | Expended<br>in 2010 | Expended<br>in 2011 | Expended<br>in 2012 | Expended<br>in 2013 | Expended<br>in 2014 | Expended<br>in 2015 | Expended<br>in 2016 | Expended<br>in 2017 | Expended<br>in 2018 | Expended<br>in 2019 | Expended<br>in 2020 | Expended<br>in 2021 | Expended<br>in 2022 | Unspent<br>Balance |              |
|------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|--------------|
| <b>Police Services</b>       |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                    |              |
| 2001 Collections             | \$ 98,615           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2002 Collections             | \$ 109,666          | -                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2003 Collections             | \$ 98,251           | -                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2004 Collections             | \$ 95,842           | -                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2005 Collections             | \$ 112,317          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 3,681            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2006 Collections             | \$ 108,369          | (84,048)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 8,010            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2007 Collections             | \$ 76,178           | (76,178)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 73,474           | (73,474)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2008 Collections             | \$ 234,524          | (234,524)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 35,556           | (35,556)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2009 Collections             | \$ 48,753           | (48,753)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 1,598            | (1,598)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2010 Collections             | \$ 19,172           | (19,172)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 434              | (434)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2011 Collections             | \$ 24,016           | (24,016)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 198              | (198)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2012 Collections             | \$ 31,715           | (31,715)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 216              | (216)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2013 Collections             | \$ 69,341           | (69,341)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 229              | (229)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2014 Collections             | \$ 62,180           | (62,180)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 228              | (228)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2015 Collections             | \$ 66,872           | (66,872)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 383              | (383)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2016 Collections             | \$ 143,853          | (143,853)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 1,349            | (1,349)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2017 Collections             | \$ 41,969           | (41,969)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 3,457            | (3,457)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2018 Collections             | \$ 96,411           | (96,411)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 6,717            | (6,717)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2019 Collections             | \$ 130,952          | (130,952)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 9,344            | (9,344)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2020 Collections             | \$ 119,141          | (119,141)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 3,452            | (3,452)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2021 Collections             | \$ 94,987           | (94,987)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| Interest Income              | \$ 428              | (428)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |              |
| 2022 Collections             | \$ 119,141          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | (119,141)           | \$ -               |              |
| Interest Income              | \$ 2,931            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | (2,931)             | \$ -               |              |
| <b>Expenditure Carryover</b> |                     | (9,281)             | (221,237)           | (12,586)            | (6,400)             | (7,344)             | (30,659)            | (23,036)            | (21,312)            | (19,621)            | (25,366)            | (16,274)            | (14,484)            | (13,813)            | (33,351)            | (7,118)            | \$ (461,882) |
| <b>Total</b>                 | 2,153,950           | (1,490,456)         | (221,237)           | (12,586)            | (6,400)             | (7,344)             | (30,659)            | (23,036)            | (21,312)            | (19,621)            | (25,366)            | (16,274)            | (14,484)            | (13,813)            | (33,351)            | (129,190)          | \$ (461,882) |

|                                | Expended<br>in 2008 | Expended<br>in 2009 | Expended<br>in 2010 | Expended<br>in 2011 | Expended<br>in 2012 | Expended<br>in 2013 | Expended<br>in 2014 | Expended<br>in 2015 | Expended<br>in 2016 | Expended<br>in 2017 | Expended<br>in 2018 | Expended<br>in 2019 | Expended<br>in 2020 | Expended<br>in 2021 | Expended<br>in 2022 | Unspent<br>Balance  |                     |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Fire Services</b>           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| 2001 Collections               | \$ 174,257          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2002 Collections               | \$ 231,030          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2003 Collections               | \$ 163,329          | (111,008)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2004 Collections               | \$ 180,093          | (180,093)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2005 Collections               | \$ 147,981          |                     | (147,981)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 18,419           |                     | \$ (18,419)         |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2006 Collections               | \$ 198,512          |                     | (8,077)             | (190,435)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 28,948           |                     | \$ (13,693)         | \$ (15,255)         |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2007 Collections               | \$ 139,900          |                     |                     |                     | (139,900)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 49,303           |                     |                     |                     | \$ (49,303)         |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2008 Collections               | \$ 287,008          |                     |                     |                     | (287,008)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 26,154           |                     |                     |                     | (26,154)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2009 Collections               | \$ 61,737           |                     |                     |                     | (61,737)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 3,059            |                     |                     |                     | (3,059)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2010 Collections               | \$ 37,619           |                     |                     |                     | (37,619)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 1,453            |                     |                     |                     | (1,453)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2011 Collections               | \$ 50,626           |                     |                     |                     | (50,626)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 605              |                     |                     |                     | (605)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2012 Collections               | \$ 61,972           |                     |                     |                     | (54,817)            | (7,155)             |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 200              |                     |                     |                     |                     | (200)               |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2013 Collections               | \$ 114,863          |                     |                     |                     |                     | (10,888)            | (79,584)            | (24,391)            |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 52               |                     |                     |                     |                     |                     |                     | (52)                |                     |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2014 Collections               | \$ 107,831          |                     |                     |                     |                     |                     |                     | (49,575)            | (58,256)            |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 125              |                     |                     |                     |                     |                     |                     |                     | (125)               |                     |                     |                     |                     |                     |                     | \$ -                |                     |
| 2015 Collections               | \$ 115,911          |                     |                     |                     |                     |                     |                     |                     | (10,071)            | (20,657)            | (57,312)            | (27,871)            |                     |                     |                     | \$ -                |                     |
| Interest Income                | \$ 256              |                     |                     |                     |                     |                     |                     |                     |                     | -                   |                     | (256)               |                     |                     |                     | \$ -                |                     |
| 2016 Collections               | \$ 253,747          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | (23,020)            | (48,014)            | (176,906)           | (1,256)             | \$ 4,551            |                     |
| Interest Income                | \$ 1,190            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 1,190            |                     |
| 2017 Collections               | \$ 78,585           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 78,585           |                     |
| Interest Income                | \$ 3,564            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 3,564            |                     |
| 2018 Collections               | \$ 187,048          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 187,048          |                     |
| Interest Income                | \$ 6,500            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 6,500            |                     |
| 2019 Collections               | \$ 244,099          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 244,099          |                     |
| Interest Income                | \$ 10,609           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 10,609           |                     |
| 2020 Collections               | \$ 175,518          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 175,518          |                     |
| Interest Income                | \$ 3,452            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 3,452            |                     |
| 2021 Collections               | \$ 176,906          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 176,906          |                     |
| Interest Income                | \$ 694              |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 694              |                     |
| 2022 Collections               | \$ 237,258          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 237,258          |                     |
| Interest Income                | \$ 5,691            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ 5,691            |                     |
| <b>Set-Aside</b>               | <b>81,416</b>       | <b>180,093</b>      | <b>180,093</b>      | <b>50,925</b>       | <b>-</b>            | <b>-</b>            |                     |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$ 492,527</b>   |                     |
| <b>Substation Expenditures</b> |                     |                     | <b>(13,597)</b>     | <b>(428,005)</b>    | <b>(50,925)</b>     | <b>-</b>            |                     |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$ (492,527)</b> |                     |
| <b>Total</b>                   | <b>3,586,104</b>    | <b>(29,592)</b>     | <b>-</b>            | <b>(21,674)</b>     | <b>(582,770)</b>    | <b>(763,206)</b>    | <b>(18,243)</b>     | <b>(79,584)</b>     | <b>(74,018)</b>     | <b>(68,452)</b>     | <b>(20,657)</b>     | <b>(57,312)</b>     | <b>(51,147)</b>     | <b>(48,014)</b>     | <b>(176,906)</b>    | <b>(1,256)</b>      | <b>\$ 1,135,665</b> |

|                               | Expended<br>in 2008 | Expended<br>in 2009 | Expended<br>in 2010 | Expended<br>in 2011 | Expended<br>in 2012 | Expended<br>in 2013 | Expended<br>in 2014 | Expended<br>in 2015 | Expended<br>in 2016 | Expended<br>in 2017 | Expended<br>in 2018 | Expended<br>in 2019 | Expended<br>in 2020 | Expended<br>in 2021 | Expended<br>in 2022 | Unspent<br>Balance |                |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|----------------|
| <b>Municipal Improvements</b> |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                    |                |
| 2006 Collections              | \$ 88,810           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 2,241            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2007 Collections              | \$ 141,323          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ -                |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2008 Collections              | \$ 268,105          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 32,680           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2009 Collections              | \$ 58,331           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 2,408            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2010 Collections              | \$ 42,527           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 433              |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2011 Collections              | \$ 51,803           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 179              |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2012 Collections              | \$ 70,219           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 45,000           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 186              |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2013 Collections              | \$ 124,957          |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 65,000           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 238              |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2014 Collections              | \$ 115,692          | (112,423)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 65,000           | (65,000)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 275              | (275)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2015 Collections              | \$ 119,953          | (119,953)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 65,000           | (65,000)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 499              | (499)               |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2016 Collections              | \$ 251,398          | (251,398)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 65,000           | (65,000)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 2,015            | (2,015)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2017 Collections              | \$ 90,332           | (90,332)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 65,000           | (47,032)            | (17,968)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 5,745            | (5,745)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2018 Collections              | \$ 211,657          | -                   | (211,657)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 65,000           | -                   | (65,000)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 9,241            |                     | (9,241)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2019 Collections              | \$ 283,718          | -                   | (283,718)           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 65,000           | -                   | (65,000)            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 9,146            |                     | (9,146)             |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2020 Collections              | \$ 192,477          | -                   | (74,623)            | (47,716)            | (28,421)            | (34,090)            | (7,627)             |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ 0                | -                   | -                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 2,942            |                     | -                   |                     |                     |                     | (2,942)             |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2021 Collections              | \$ 199,716          | -                   | -                   |                     |                     |                     | (188,443)           | (11,273)            |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ -                | -                   | -                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 552              |                     | -                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| 2022 Collections              | \$ 251,015          |                     |                     |                     |                     |                     | (131,853)           | (119,162)           |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Reimbursed Prior Cost-Sewer   | \$ -                |                     |                     |                     |                     |                     |                     | (4,667)             |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| Interest Income               | \$ 4,667            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     | \$ -               |                |
| <b>Expenditure Carryover</b>  |                     |                     |                     | -                   | -                   | -                   | -                   | -                   | (15,589)            | (135,707)           | (139,419)           | (480,678)           | (275,520)           | (131,875)           | (79,542)            | (80,102)           | \$ (1,338,432) |
| <b>Total</b>                  | 3,135,480           | (818,927)           | (742,098)           | (47,716)            | (28,421)            | (34,090)            | (199,012)           | (143,126)           | (139,418)           | (135,707)           | (139,419)           | (480,678)           | (275,520)           | (131,875)           | (79,542)            | (80,102)           | \$ (1,338,432) |



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 22, 2023

**SUBMITTED BY:** Elaine McCloskey

**ITEM TYPE:** Staff Reports

**AGENDA SECTION:** **FINANCE DIRECTOR'S REPORT**

**SUBJECT:** April Finance Report

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[Apr 2023 FINANCIAL REPORT.pdf](#)



**TO:** R. THOMAS HOMAN, CITY MANAGER

**FROM:** ROB ALGER, FINANCE DIRECTOR 

**SUBJECT:** APRIL 2023 FINANCIAL REPORT

**DATE:** May 4, 2023

---

### **BACKGROUND**

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

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

Appendix A details the year-to-date activity for all the city's active funds. It is important to note the ending balance, encumbrances, and unencumbered balance. The unencumbered balance is the amount remaining in the fund if the city were to expend all the monies listed as encumbrances. The ending balance is the amount of funds available to the city as of April 30, 2023, and ties to the amount listed in Appendix B.

Appendix B is the Financial Statement for the city as of April 30, 2023. This statement provides a listing of the city's funds held at various financial institutions. Also presented is a chart of the various instruments held earning interest.

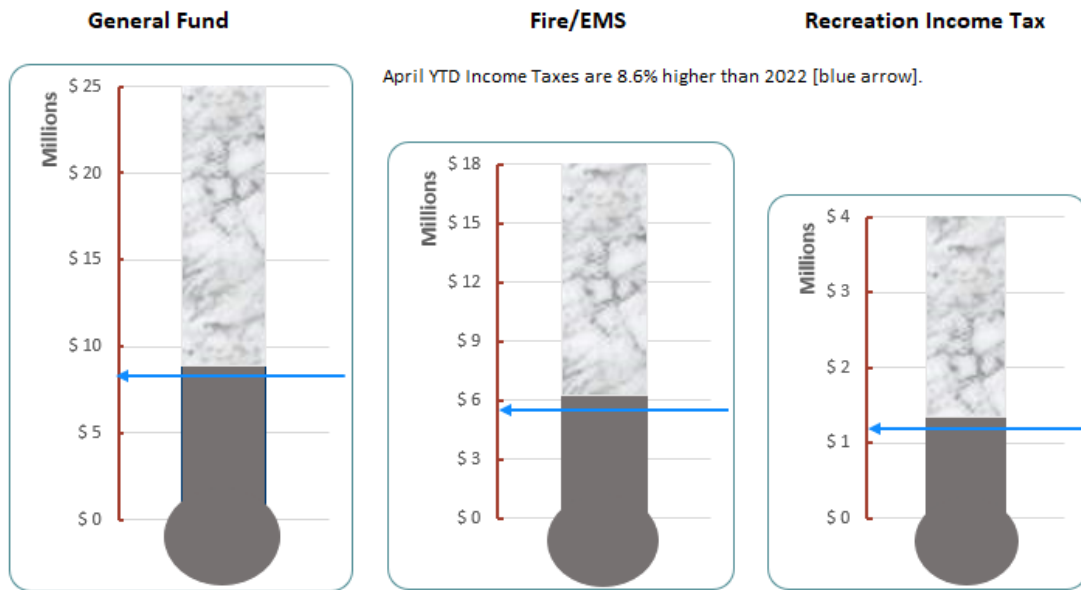
Appendix C is the Debt Schedule for the city through April 30, 2023. All principal and interest payments that have been paid to date are included in the schedule.

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

## HIGHLIGHTS

- City income tax revenue is the largest source of discretionary income and supports the most operations and capital purchases. We saw a substantial increase in collections in 2022, unfortunately offset by increasing costs all around. This year has fluctuated some, and April finished off with an 8.6% increase over last year. This is good as our costs for goods and services has not decreased yet. The following graph shows our current standing with the budget and over last year's YTD collections [blue arrow].

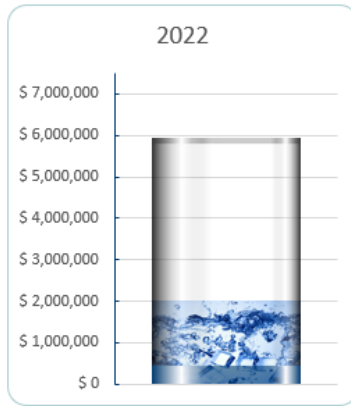
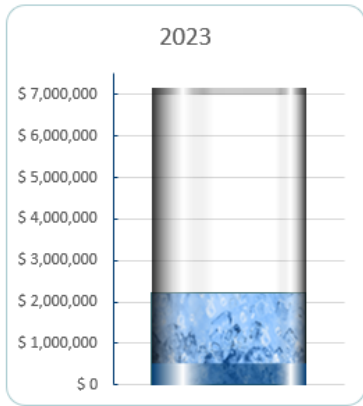
### Income Taxes



- Beginning late in 2022, the City began redeeming some longer-term investment instruments that were at a very, very low interest rate [some were 0.2%] for much shorter instruments with a much higher rate [over 4.5%]. Thus far in 2023, we've earned over \$585k. This is \$508k above last year at this time.
- Also, for the 2023 budget, we increased Water rates by 14% and Refuse rates by 9%. This was necessary with the increased demands of maintaining our newly-renovated water treatment facility and with increased tipping costs and trash truck purchase costs. Because we bill our utilities in arrears, these new fees weren't reflected in revenues until February. Below is a graph showing the increased budget for both funds and the current collections which are exceeding 2022; 11% and 10%, respectively.



**Water Fees**



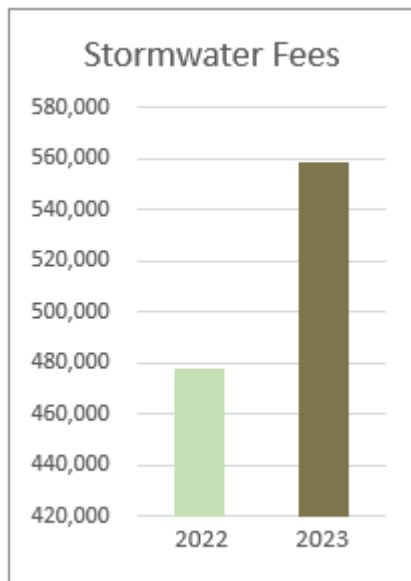
Water fees increased 14% in January 2023. This increase showed in the February revenues, as we bill in arrears.

**Refuse Fees**



Refuse rates increased almost 9% in January 2023. This increase showed in the February revenues, as we bill in arrears.

- Lastly, Stormwater fees increased 40% for last year's 2022 budget, from \$2.50 per ERU [standard home is 1 ERU] to \$4.50. This increase was necessary to provide and maintain better stormwater removal systems in the City. This increase can be seen in the graph to the right as revenues are up 17% over last year.



## GENERAL FUND

The General Fund is the main operating fund for the city and is used to account for all financial transactions which are not reported in other funds. Major sources of revenue include income tax and property tax. Please refer to page 5 for a breakdown of the revenues and expenditures through April 30, 2023.

### Revenues

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

- Property Taxes – Settlement revenue is received after the 1<sup>st</sup> and 2<sup>nd</sup> half real estate collection periods in March and August respectively. We've received the first settlement for the year which came in just **over** 4% above last year.
- Intergovernmental – Total intergovernmental receipts were \$121k or 27% *under* the amount received during the same period in the prior year. The 1<sup>st</sup> Homestead & Rollback distribution [\$107k for the General Fund] was received in May of this year, but in April of 2022.
- Income Tax – Receipts total \$8,913,903, which is \$708k or 8.6%, **greater** than amount the City received during the same period in the prior year.
- Charges for Services and other Fees – Charges and Fees are up \$334k or 79% **above** 2022 at this time.
- Investment Interest – Interest continues to be on the rise; up \$212k or 765% **over** 2022.

### Expenditures

The General Fund expenditures performed as expected through April 30, 2023 with the following explanation:

- Transfers – Fund subsidizing/support has been necessary earlier in the year than as required in 2022. Transfers are \$3.23m, up over \$700k from this time last year.

**GENERAL FUND**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
April 30, 2023

|                            | 2022 Actual<br>YTD | 2023 Actual<br>YTD | 2023 Total<br>Budget | 2023 % of<br>Budget |
|----------------------------|--------------------|--------------------|----------------------|---------------------|
| <b>REVENUES</b>            |                    |                    |                      |                     |
| Property Taxes             | 980,267            | 1,021,608          | 1,950,000            | 52.39%              |
| Intergovernmental Receipts | 449,849            | 328,124            | 1,251,500            | 26.22%              |
| Income Taxes               | 8,205,674          | 8,913,903          | 21,568,235           | 41.33%              |
| Fines & Forfeitures        | 20,019             | 31,546             | 110,000              | 28.68%              |
| Fees, Licenses, & Permits  | 542,576            | 504,645            | 2,070,000            | 24.38%              |
| Miscellaneous              | 171,885            | 118,849            | 138,016              | 86.11%              |
| Department Chargeback      | -                  | -                  | 2,272,430            | 0.00%               |
| Special Assessments        | 12,971             | 5,325              | 50,000               | 10.65%              |
| Payments in Lieu of Taxes  | 8,832              | 5,194              | -                    | 0.00%               |
| Investment Interest        | 27,728             | 239,986            | 325,000              | 73.84%              |
| Charges for Services       | 419,386            | 753,027            | 1,692,484            | 44.49%              |
| Advances in                | -                  | -                  | 80,000               | 0.00%               |
| Transfers in               | 25,202             | 154,176            | 3,098,252            | 4.98%               |
| <b>Total Revenues</b>      | <b>10,864,389</b>  | <b>12,076,383</b>  | <b>34,605,917</b>    | <b>34.90%</b>       |
| <b>EXPENDITURES</b>        |                    |                    |                      |                     |
| Council                    | 52,880             | 63,939             | 211,687              | 30.20%              |
| City Manager               | 303,559            | 301,677            | 929,479              | 32.46%              |
| Admin Services             | 108,943            | 151,870            | 549,191              | 27.65%              |
| Econ Development           | 258,239            | 195,647            | 659,615              | 29.66%              |
| Legal Affairs              | 232,073            | 308,138            | 1,132,320            | 27.21%              |
| Mgmt, Budget, & Proc       | -                  | 60,573             | 324,124              | 18.69%              |
| Finance                    | 919,866            | 796,307            | 2,653,333            | 30.01%              |
| General Admin              | 313,601            | 362,801            | 1,028,500            | 35.27%              |
| Transfer to Gen Bond Ret   | -                  | -                  | 120,000              | 0.00%               |
| Transfer to Capital Imp    | 1,389,867          | 1,500,000          | 2,966,672            | 50.56%              |
| Transfer to PRNR           | 484,988            | 622,864            | 2,491,455            | 25.00%              |
| Transfer to SMR            | 646,511            | 679,201            | 2,716,802            | 25.00%              |
| Transfer to Airport        | -                  | 145,000            | 280,000              | 51.79%              |
| Transfer to Cemetery       | -                  | 75,000             | 148,000              | 50.68%              |
| Transfer to Muni Court     | -                  | 203,750            | 815,000              | 25.00%              |
| Transfer to Self-Insurance | -                  | -                  | 150,000              | 0.00%               |
| Transfer to Dev Reserve    | -                  | -                  | 75,000               | 0.00%               |
| Transfer to Budg Reserve   | -                  | -                  | 75,000               | 0.00%               |
| Risk Management            | 3,960              | 1,850              | 389,500              | 0.47%               |
| Police                     | 3,268,015          | 3,296,044          | 11,908,898           | 27.68%              |
| Planning                   | 547,549            | 507,655            | 2,155,926            | 23.55%              |
| Engineering                | 678,421            | 529,077            | 2,543,404            | 20.80%              |
| Bldg Maint                 | 215,314            | 206,047            | 929,221              | 22.17%              |
| <b>Total Expenditures</b>  | <b>9,423,786</b>   | <b>10,007,440</b>  | <b>35,253,127</b>    | <b>28.39%</b>       |
| Beginning Balance          |                    | 10,305,046         |                      |                     |
| Ending Balance             |                    | 12,373,989         |                      |                     |
| Encumbrances               |                    | 1,257,888          |                      |                     |

## **FIRE/EMS INCOME TAX FUND**

The Fire/EMS Income Tax Fund is a Special Revenue Fund which means that the resources are restricted to only funding expenditures that support the Fire Department. Please refer to page 7 for a breakdown of the revenues and expenditures through April 30, 2023.

### **Revenues**

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

- **EMS Service Agreement** - The City contracts with Delaware County to provide EMS services to certain unincorporated portions of the County. To date, the City has received \$472,275 in reimbursements, which represents 4<sup>th</sup> quarter 2022 and 1<sup>st</sup> quarter 2023 charges.
- **Income Tax** – Year-to-date receipts total \$6,239,294, which is \$495k, or 8.6%, **greater** than amount the City received during the same period in the prior year.

### **Expenditures**

Fire/EMS Income Tax Fund expenditures performed as expected through April 30, 2023 with the following explanation:

- **Capital** – The City closed on the Eastside property for Station 305 at the purchase price of \$3,995,000 in 2022. In 2023, we paid for part of a new engine, \$713k.

**FIRE/EMS INCOME TAX FUND**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**April 30, 2023**

|                                | 2022 Actual<br>YTD | 2023 Actual<br>YTD | 2023 Total<br>Budget | 2023 % of<br>Budget |
|--------------------------------|--------------------|--------------------|----------------------|---------------------|
| <b>REVENUES</b>                |                    |                    |                      |                     |
| Intergovt Receipts             | 2,633              | 675                | 618,000              | 0.11%               |
| Income Taxes                   | 5,743,909          | 6,239,294          | 15,400,000           | 40.51%              |
| Charges for Services           | 232,313            | 472,175            | 929,740              | 50.79%              |
| Miscellaneous                  | 12,812             | 10                 | 15,000               | 0.07%               |
| Other Financing                | -                  | -                  | 12,000,000           | 0.00%               |
| Transfer In                    | -                  | 154,176            | 345,000              | 44.69%              |
| <b>Total Revenues</b>          | <b>5,991,667</b>   | <b>6,866,330</b>   | <b>29,307,740</b>    | <b>23.43%</b>       |
| <b>EXPENDITURES</b>            |                    |                    |                      |                     |
| Personal Services              | 2,870,641          | 3,338,652          | 13,141,766           | 25.40%              |
| Services & Charges             | 393,848            | 440,984            | 1,539,687            | 28.64%              |
| Materials & Supplies           | 139,421            | 225,745            | 459,198              | 49.16%              |
| Capital Outlay                 | 4,136,829          | 834,315            | 12,009,166           | 6.95%               |
| Refunds                        | 207,803            | 156,636            | 550,000              | 28.48%              |
| Transfer                       | 74,055             | 2,025              | 94,050               | 2.15%               |
| Debt                           | -                  | -                  | 4,129,639            | 0.00%               |
| <b>Total Fire Expenditures</b> | <b>7,822,597</b>   | <b>4,998,357</b>   | <b>31,923,506</b>    | <b>15.66%</b>       |
| Beginning Balance              |                    | 13,278,681         |                      |                     |
| Ending Balance                 |                    | 15,146,654         |                      |                     |
| Encumbrances                   |                    | 1,183,025          |                      |                     |

**RECREATION CENTER INCOME TAX FUND**

Other than income tax receipts, interest income, debt service payments and refunds, no other activity is occurring in the fund.

**REC CENTER INCOME TAX FUND  
RECREATION LEVY SUMMARY  
April 30, 2023**

| <i>Description</i>        | <i>2023<br/>YTD Actual</i> | <i>2023<br/>Budgeted</i> | <i>2024<br/>Projected</i> | <i>2025<br/>Projected</i> | <i>2026<br/>Projected</i> | <i>2027<br/>Projected</i> | <i>2028+<br/>Projected</i> |
|---------------------------|----------------------------|--------------------------|---------------------------|---------------------------|---------------------------|---------------------------|----------------------------|
| Income Tax Revenue        | \$ 1,336,981               | \$ 3,300,000             | \$ 3,300,000              | \$ 0                      | \$ 0                      | \$ 0                      | \$ 0                       |
| Investment Interest       | 32,869                     | 15,000                   | 15,450                    | 12,000                    | 6,000                     | 4,000                     | 1,000                      |
| <b>Total Revenues</b>     | <b>1,369,850</b>           | <b>3,315,000</b>         | <b>3,315,450</b>          | <b>12,000</b>             | <b>6,000</b>              | <b>4,000</b>              | <b>1,000</b>               |
| Refunds                   | \$ 33,565                  | \$ 122,000               | \$ 122,000                | \$ 0                      | \$ 0                      | \$ 0                      | \$ 0                       |
| Debt Principal            | 0                          | 2,100,000                | 2,195,000                 | 2,280,000                 | 2,410,000                 | 155,000                   | 1,225,000                  |
| Debt Interest             | 32,665                     | 425,880                  | 344,580                   | 278,880                   | 166,330                   | 47,330                    | 168,931                    |
| <b>Total Expenditures</b> | <b>66,230</b>              | <b>2,647,880</b>         | <b>2,661,580</b>          | <b>2,558,880</b>          | <b>2,576,330</b>          | <b>202,330</b>            | <b>1,393,931</b>           |
| Excess Revenues           | 1,303,620                  | 667,120                  | 653,870                   | (2,546,880)               | (2,570,330)               | (198,330)                 | (1,392,931)                |
| Balance January 1         |                            | \$ 5,396,605             | \$ 6,063,725              | \$ 6,717,595              | \$ 4,170,715              | \$ 1,600,385              | \$ 1,402,055               |
| Balance December 31       |                            | \$ 6,063,725             | \$ 6,717,595              | \$ 4,170,715              | \$ 1,600,385              | \$ 1,402,055              | \$ 9,124                   |

## **STORMWATER FUND**

The Stormwater Fund is an Enterprise Fund that was established to account for the costs of repairing, replacing, and improving the City's storm drainage system. User fees sustain the expenses of this fund. Please refer to page 10 for a breakdown of the revenues and expenses through April 30, 2023.

### **Revenues**

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

- **Charges for Services** – The increase in fees for the average size structure from \$2.50 to \$4.50 per month in January 2022. Receipts are \$558,592, **up** 17% over 2022.

### **Expenses**

The Stormwater Fund expenses performed as expected through April 30, 2023 with the following explanation:

- **Transfers** – Stormwater Capital required funding of \$500k that wasn't required in 2022. Total funding for Stormwater Capital is budgeted at \$1.75m for 2023.

**STORMWATER FUND**  
**STATEMENT OF REVENUE AND EXPENSES**  
**April 30, 2023**

|                              | 2022 Actual<br>YTD | 2023 Actual<br>YTD | 2023 Total<br>Budget | 2023 % of<br>Budget |
|------------------------------|--------------------|--------------------|----------------------|---------------------|
| <b>REVENUES</b>              |                    |                    |                      |                     |
| Miscellaneous                | 253                | 17,834             | 5,000                | 356.68%             |
| Investment Interest          | 832                | 7,024              | 5,000                | 100.00%             |
| Intergovernmental Revenue    | -                  | 2,149              |                      |                     |
| Charges for Services         | 477,835            | 558,592            | 1,506,000            | 37.09%              |
| <b>Total Revenues</b>        | <b>478,920</b>     | <b>585,599</b>     | <b>1,516,000</b>     | <b>38.63%</b>       |
| <b>EXPENSES</b>              |                    |                    |                      |                     |
| <b>STORMWATER OPERATIONS</b> |                    |                    |                      |                     |
| Personal Services            | 85,668             | 90,651             | 341,743              | 26.53%              |
| Services & Charges           | 25,710             | 35,245             | 206,936              | 17.03%              |
| Materials & Supplies         | 10,097             | 11,259             | 85,850               | 13.11%              |
| Capital Outlay               | -                  | -                  | 12,000               | 0.00%               |
| Debt                         | -                  | 74,108             | 78,668               | 94.20%              |
| Transfer                     | -                  | 500,000            | 1,750,000            | 28.57%              |
| <b>Total Ops Expenses</b>    | <b>121,475</b>     | <b>711,263</b>     | <b>2,475,197</b>     | <b>28.74%</b>       |
| Beginning Balance            |                    | 1,452,402          |                      |                     |
| Ending Balance               |                    | 1,326,738          |                      |                     |
| Encumbrances                 |                    | 48,347             |                      |                     |



## **WATER FUND**

The Water Fund was established to account for the treatment and distribution of water to resident and commercial users. This fund is also an Enterprise Fund, with user fees financing the expenses. Please refer to page 12 for a breakdown of the revenues and expenses through April 30, 2023.

### **Revenues**

The Water Fund revenues are performing as expected. An increase in water rates of 14% occurred in January and is reflected in total receipts thus far. With the rate increase and continuing growth, they are **up** 11% over 2022.

### **Expenses**

The Water Fund expenses performed as expected through April 30, 2023.

**WATER FUND**  
**STATEMENT OF REVENUE AND EXPENSES**  
**April 30, 2023**

|                             | 2022 Actual<br>YTD | 2023 Actual<br>YTD | 2023 Total<br>Budget | 2023 % of<br>Budget |
|-----------------------------|--------------------|--------------------|----------------------|---------------------|
| <b>REVENUES</b>             |                    |                    |                      |                     |
| Miscellaneous               | 6,869              | 4,633              | 18,000               | 25.74%              |
| Investment Interest         | 14,668             | 90,235             | 82,500               | 109.38%             |
| Charges for Services        | 2,019,364          | \$ 2,237,188       | \$ 7,149,000         | 31.29%              |
| <b>Total Revenues</b>       | <b>2,040,901</b>   | <b>2,332,056</b>   | <b>7,249,500</b>     | <b>32.17%</b>       |
| <b>EXPENSES</b>             |                    |                    |                      |                     |
| <b>WATER ADMINISTRATION</b> |                    |                    |                      |                     |
| Personal Services           | 101,663            | 141,770            | 364,900              | 38.85%              |
| Services & Charges          | 132,744            | 142,576            | 1,295,450            | 11.01%              |
| Materials & Supplies        | 103                | 68                 | 3,000                | 2.27%               |
| Refunds                     | 3,175              | 7,821              | 12,000               | 65.18%              |
| Transfers                   | 928,455            | 750,000            | 2,085,727            | 35.96%              |
| <b>Total Admin Expenses</b> | <b>1,166,140</b>   | <b>1,042,235</b>   | <b>3,761,077</b>     | <b>27.71%</b>       |
| <b>WATER TREATMENT</b>      |                    |                    |                      |                     |
| Personal Services           | 304,182            | 306,365            | 1,012,034            | 30.27%              |
| Services & Charges          | 257,558            | 344,963            | 1,097,452            | 31.43%              |
| Materials & Supplies        | 133,323            | 205,954            | 629,200              | 32.73%              |
| Capital Outlay              | 12,075             | 35,893             | 75,000               | 47.86%              |
| <b>Total Trmt Expenses</b>  | <b>707,138</b>     | <b>893,175</b>     | <b>2,813,686</b>     | <b>31.74%</b>       |
| <b>WATER DISTRIBUTION</b>   |                    |                    |                      |                     |
| Personal Services           | 196,367            | 211,487            | 715,538              | 29.56%              |
| Services & Charges          | 38,382             | 61,057             | 176,858              | 34.52%              |
| Materials & Supplies        | 82,326             | 100,489            | 247,500              | 40.60%              |
| Capital Outlay              | -                  | -                  | 25,000               | 0.00%               |
| <b>Total Dist Expenses</b>  | <b>317,075</b>     | <b>373,033</b>     | <b>1,164,896</b>     | <b>32.02%</b>       |
| <b>Total Expenses</b>       | <b>2,190,353</b>   | <b>2,308,443</b>   | <b>7,739,659</b>     | <b>29.83%</b>       |
| Beginning Balance           |                    | 2,039,396          |                      |                     |
| Ending Balance              |                    | 2,063,009          |                      |                     |
| Encumbrances                |                    | 499,117            |                      |                     |

## **WASTEWATER FUND**

The purpose of the Wastewater Fund is to provide wastewater collection and treatment service to resident and commercial users. This fund is also an Enterprise Fund, with user fees financing the expenses. Please refer to page 14 for a breakdown of the revenues and expenses through April 30, 2023.

### **Revenues**

The Wastewater Fund revenues are performing as expected.

### **Expenses**

The Wastewater Fund expenses performed as expected through April 30, 2023.

However, the following expenses require additional explanation:

- **Services & Charges** – Professional services and maintenance [tank replacement] were necessary earlier than expected. Charges are still within budget but need to be monitored.
- **Capital Outlay** – The City purchased 2 sludge hauling trailers this year for \$90k.

**WASTEWATER FUND**  
**STATEMENT OF REVENUE AND EXPENSES**  
**April 30, 2023**

|                                  | 2022 Actual<br>YTD | 2023 Actual<br>YTD | 2023 Total<br>Budget | 2023 % of<br>Budget |
|----------------------------------|--------------------|--------------------|----------------------|---------------------|
| <b>REVENUES</b>                  |                    |                    |                      |                     |
| Miscellaneous                    | 43                 | 261                | 22,500               | 1.16%               |
| Other Financing                  | -                  | -                  | -                    | 0.00%               |
| Investment Interest              | 16,456             | 105,102            | 93,000               | 113.01%             |
| Charges for Services             | 2,521,551          | 2,509,452          | 7,950,000            | 31.57%              |
| <b>Total Revenues</b>            | <b>2,538,050</b>   | <b>2,614,815</b>   | <b>8,065,500</b>     | <b>32.42%</b>       |
| <b>EXPENSES</b>                  |                    |                    |                      |                     |
| <b>WASTEWATER ADMINISTRATION</b> |                    |                    |                      |                     |
| Personal Services                | 101,716            | 141,771            | 364,900              | 38.85%              |
| Services & Charges               | 82,998             | 90,348             | 1,182,470            | 7.64%               |
| Materials & Supplies             | 63                 | 37                 | 3,000                | 0.00%               |
| Transfers                        | -                  | -                  | 5,150,871            | 0.00%               |
| <b>Total Admin Expenses</b>      | <b>184,777</b>     | <b>232,156</b>     | <b>6,701,241</b>     | <b>3.46%</b>        |
| <b>WASTEWATER TREATMENT</b>      |                    |                    |                      |                     |
| Personal Services                | 304,749            | 308,825            | 1,061,770            | 29.09%              |
| Services & Charges               | 344,516            | 371,061            | 1,435,652            | 25.85%              |
| Materials & Supplies             | 74,910             | 124,570            | 300,250              | 41.49%              |
| Capital Outlay                   | 5,890              | 90,000             | 80,000               | 112.50%             |
| <b>Total Treat Expenses</b>      | <b>730,065</b>     | <b>894,456</b>     | <b>2,877,672</b>     | <b>31.08%</b>       |
| <b>WASTEWATER COLLECTION</b>     |                    |                    |                      |                     |
| Personal Services                | 94,474             | 94,945             | 342,316              | 27.74%              |
| Services & Charges               | 71,789             | 144,319            | 264,054              | 54.66%              |
| Materials & Supplies             | 29,070             | 61,715             | 137,500              | 44.88%              |
| Capital Outlay                   | -                  | -                  | 9,000                | 0.00%               |
| <b>Total Coll Expenses</b>       | <b>195,333</b>     | <b>300,979</b>     | <b>752,870</b>       | <b>39.98%</b>       |
| <b>Total Expenses</b>            | <b>1,110,175</b>   | <b>1,427,591</b>   | <b>10,331,783</b>    | <b>13.82%</b>       |
| Beginning Balance                |                    | 8,113,974          |                      |                     |
| Ending Balance                   |                    | 9,301,198          |                      |                     |
| Encumbrances                     |                    | 420,370            |                      |                     |

## **REFUSE FUND**

The Refuse Fund accounts for the costs of providing refuse services. This fund is an Enterprise Fund which means that the main source of revenue is the monthly fees charged to residents for this service. Please refer to page 16 for a breakdown of the revenues and expenses through April 30, 2023.

It should also be noted that the Refuse Collection and Recycling departments have been combined beginning in 2023. Therefore, the expenses for the Recycling department have been merged with the Refuse Collection department for 2022 for comparison.

### **Revenues**

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

- **Miscellaneous** – A local grant from DKMM was received in January 2022 that was not repeated in 2023. This reduced the current year by \$45k.
- **Charges for Services** – Fees were **up** 10% over this month from 2022, attributable to the increased monthly fee of \$2.00 or 8.7% to the average household and growth.

### **Expenses**

The Refuse Fund expenses performed as expected through April 30, 2023, with the following exceptions:

- **Services & Charges** – November and December 2022 tipping fees were paid in January 2023. This was an extra \$90k over previous year.
- **Materials & Supplies** – Almost 1,500 tipcarts [toters] were purchased in February to be distributed to residents.

**REFUSE FUND**  
**STATEMENT OF REVENUE AND EXPENSES**  
**April 30, 2023**

|                               | 2022 Actual<br>YTD | 2023 Actual<br>YTD | 2023 Total<br>Budget | 2023 % of<br>Budget |
|-------------------------------|--------------------|--------------------|----------------------|---------------------|
| <b>REVENUES</b>               |                    |                    |                      |                     |
| Miscellaneous                 | 1,349              | 260                | -                    | 100.00%             |
| Other Financing               | 48,728             | -                  | 100,000              | 0.00%               |
| Investment Interest           | 939                | 9,538              | 6,300                | 151.40%             |
| Charges for Services          | 1,391,764          | 1,532,994          | 4,290,020            | 0.00%               |
| <b>Total Revenues</b>         | <b>1,442,780</b>   | <b>1,542,792</b>   | <b>4,396,320</b>     | <b>35.09%</b>       |
| <b>EXPENSES</b>               |                    |                    |                      |                     |
| <b>REFUSE ADMINISTRATION</b>  |                    |                    |                      |                     |
| Services & Charges            | 11,620             | 46,689             | 272,180              | 17.15%              |
| Refunds                       | 210                | 190                | 300                  | 63.33%              |
| <b>Total Admin Expenses</b>   | <b>11,830</b>      | <b>46,879</b>      | <b>272,480</b>       | <b>17.20%</b>       |
| <b>REFUSE COLLECTION</b>      |                    |                    |                      |                     |
| Personal Services             | 434,100            | 438,055            | 1,260,889            | 34.74%              |
| Services & Charges            | 521,386            | 616,428            | 2,150,403            | 28.67%              |
| Materials & Supplies          | 73,046             | 128,220            | 187,500              | 68.38%              |
| Capital Outlay                | -                  | 393,653            | 652,000              | 60.38%              |
| <b>Total Collect Expenses</b> | <b>1,028,532</b>   | <b>1,576,356</b>   | <b>4,250,792</b>     | <b>37.08%</b>       |
| <b>Total Expenses</b>         | <b>1,040,362</b>   | <b>1,623,235</b>   | <b>4,523,272</b>     | <b>35.89%</b>       |
| Beginning Balance             |                    | 1,802,522          |                      |                     |
| Ending Balance                |                    | 1,722,079          |                      |                     |
| Encumbrances                  |                    | 1,037,453          |                      |                     |

APPENDIX A

YEAR TO DATE FUND REPORT  
April 30, 2023

| Fund # | FUND                | BEGINNING<br>BALANCE | YTD<br>REVENUES | YTD<br>EXPEND | ENDING<br>BALANCE | ENCUMB       | UNENCUMB<br>BALANCE |
|--------|---------------------|----------------------|-----------------|---------------|-------------------|--------------|---------------------|
| 101    | General Fund        | \$ 10,305,046        | \$ 12,076,383   | \$ 10,007,440 | \$ 12,373,988     | \$ 1,257,888 | \$ 11,116,100       |
| 200    | Street Maintenance  | 737,608              | 1,392,376       | 1,042,371     | 1,087,614         | 363,906      | 723,708             |
| 201    | State Highway Fund  | 132,480              | 58,709          | -             | 191,190           | 10,839       | 180,351             |
| 202    | License Fee Fund    | 1,033,084            | 247,474         | 168,022       | 1,112,536         | 120,868      | 991,669             |
| 204    | Performance Bond Fu | 968,440              | 3,100           | 471,284       | 500,256           | -            | 500,256             |
| 210    | Parks & Recreation  | 274,691              | 720,107         | 644,319       | 350,478           | 102,146      | 248,332             |
| 212    | Cemetery Fund       | 56,498               | 152,968         | 95,851        | 113,615           | 21,614       | 92,000              |
| 215    | Tree Replacement Fu | 477,095              | 34,949          | 2,176         | 509,869           | 3,303        | 506,566             |
| 222    | Airport Fund        | 140,700              | 444,249         | 382,404       | 202,545           | 129,918      | 72,627              |
| 223    | T-Hangar Fund       | 218,529              | 34,783          | 20,374        | 232,938           | -            | 232,938             |
| 231    | Fire/EMS Income Tax | 13,278,681           | 6,866,330       | 4,998,358     | 15,146,654        | 1,183,025    | 13,963,629          |
| 233    | Rec. Center Income  | 5,396,605            | 1,369,850       | 66,230        | 6,700,225         | 47,030       | 6,653,195           |
| 235    | Airport TIF Fund    | 175,449              | 11,686          | -             | 187,135           | -            | 187,135             |
| 236    | Glenn Road Bridge T | 3,333,896            | 1,386,775       | -             | 4,720,671         | 35,890       | 4,684,781           |
| 237    | Sky Climber/V&P TIF | -                    | 30,711          | 30,711        | -                 | -            | -                   |
| 238    | Mill Run TIF Fund   | -                    | 60,208          | 60,208        | -                 | -            | -                   |
| 239    | Winterbourne TIF Fu | -                    | -               | -             | -                 | -            | -                   |
| 240    | Municipal Court Fun | 649,525              | 908,847         | 1,033,184     | 525,188           | 16,233       | 508,955             |
| 241    | Court-IDIAM Fund    | 50,346               | 8,374           | 28,506        | 30,215            | 4,208        | 26,007              |
| 250    | Drug Enforcement Fu | 55,265               | 1,286           | -             | 56,551            | -            | 56,551              |
| 251    | Court-Alcohol Treat | 690,038              | 27,862          | 9,293         | 708,607           | 15,750       | 692,857             |
| 252    | OMVI Enforcement/Ed | 8,046                | 95              | -             | 8,141             | -            | 8,141               |
| 253    | Police Judgment Fun | 87,685               | -               | 10,060        | 77,624            | 825          | 76,799              |
| 254    | Police Federal Judg | 4,331                | 24              | -             | 4,355             | -            | 4,355               |
| 255    | Park Exaction Fee F | 62,579               | -               | -             | 62,579            | 1,729        | 60,850              |
| 256    | Computer Legal Rese | 887,961              | 44,365          | 56,747        | 875,580           | 48,355       | 827,224             |
| 257    | Court Special Proje | 701,033              | 88,220          | 99,712        | 689,541           | 23,605       | 665,936             |
| 259    | Probation Services  | 1,153,835            | 80,694          | 17,690        | 1,216,839         | 14,106       | 1,202,733           |
| 261    | Police Disability P | -                    | 154,176         | 154,176       | -                 | -            | -                   |
| 262    | Fire Disability Pen | -                    | 154,176         | 154,176       | -                 | -            | -                   |
| 265    | Opioid Recovery Fun | 9,951                | 12,760          | -             | 22,711            | -            | 22,711              |
| 272    | Community Promotion | 58,666               | 21,132          | 50,000        | 29,798            | 50,000       | (20,202)            |
| 275    | Commercial TIFs     | -                    | -               | -             | -                 | -            | -                   |
| 276    | Residential TIFs    | -                    | -               | -             | -                 | -            | -                   |
| 277    | Sawmill Pkwy TIF    | -                    | -               | -             | -                 | -            | -                   |

APPENDIX A

YEAR TO DATE FUND REPORT  
April 30, 2023

| Fund # | FUND                | BEGINNING<br>BALANCE | YTD<br>REVENUES | YTD<br>EXPEND | ENDING<br>BALANCE | ENCUMB    | UNENCUMB<br>BALANCE |
|--------|---------------------|----------------------|-----------------|---------------|-------------------|-----------|---------------------|
| 278    | Sawmill Pointe TIF  | -                    | -               | -             | -                 | -         | -                   |
| 282    | FEMA Grant Fund     | 849                  | -               | 844           | 5                 | -         | 5                   |
| 284    | Local Coronavirus R | -                    | -               | -             | -                 | -         | -                   |
| 285    | Local Fiscal Recove | 3,641,702            | -               | -             | 3,641,702         | -         | 3,641,702           |
| 291    | Comm. Development B | -                    | -               | 665           | (665)             | 6,825     | (7,490)             |
| 292    | Police Fed Treasury | 10,862               | 61              | -             | 10,922            | -         | 10,922              |
| 295    | Revolving Loan Fund | 252,101              | 17,252          | 831           | 268,523           | 1,169     | 267,353             |
| 296    | Housing Program Inc | -                    | -               | -             | -                 | -         | -                   |
| 299    | CHIP Grant Fund     | -                    | -               | -             | -                 | -         | -                   |
| 300    | General Bond Retire | 1,708,989            | 197,680         | -             | 1,906,669         | 174,602   | 1,732,067           |
| 301    | Park Improvement Bo | 1,280                | 32,676          | -             | 33,956            | 180,275   | (146,319)           |
| 302    | SE Highland Bond Fu | 397                  | 199,126         | -             | 199,524           | 199,100   | 424                 |
| 410    | Capital Improvement | 1,694,487            | 2,182,025       | 1,370,958     | 2,505,554         | 2,757,441 | (251,888)           |
| 412    | Ohio Public Works C | 150,000              | -               | 2,065         | 147,935           | 87,043    | 60,892              |
| 415    | Point Project Fund  | 487,429              | 7,232,182       | 7,233,476     | 486,135           | 174,121   | 312,014             |
| 430    | FAA Airport Grant F | 109,911              | 378             | 35,852        | 74,437            | 40,148    | 34,289              |
| 431    | FAA Alloc/Imp Grant | -                    | -               | -             | -                 | -         | -                   |
| 440    | Equipment Replaceme | 287,104              | 350,000         | 320,398       | 316,706           | 580,948   | (264,241)           |
| 460    | Northwest NCA Fund  | -                    | -               | -             | -                 | -         | -                   |
| 491    | Parks Impact Fee Fu | 2,615,494            | 145,455         | 26,807        | 2,734,142         | 34,894    | 2,699,248           |
| 492    | Police Impact Fee F | 445,156              | 48,456          | 14,962        | 478,650           | 380       | 478,270             |
| 493    | Fire Impact Fee Fun | 1,040,244            | 122,196         | 64,768        | 1,097,673         | 815       | 1,096,858           |
| 494    | Municipal Impact Fe | 869,191              | 117,905         | 34,841        | 952,256           | 620       | 951,636             |
| 496    | Glenn Road South Co | 1,972,287            | 458,439         | 3             | 2,430,724         | 79,525    | 2,351,199           |
| 497    | Glenn Road Middle C | -                    | -               | -             | -                 | -         | -                   |
| 498    | Glenn Road North Co | 254,225              | 78,722          | -             | 332,947           | 36,748    | 296,199             |
| 499    | Terra Alta NCA Fund | -                    | -               | -             | -                 | -         | -                   |
| 501    | Golf Course Fund    | 323,785              | 64,244          | 128,473       | 259,556           | 97,932    | 161,624             |
| 520    | Parking Lots Fund   | 38,631               | 14,243          | 16,676        | 36,198            | 5,348     | 30,849              |
| 523    | Stormwater Fund     | 1,452,402            | 585,599         | 711,264       | 1,326,736         | 48,347    | 1,278,390           |
| 524    | Stormwater Capital  | 843,230              | 500,000         | 1,042,155     | 301,075           | 173,871   | 127,204             |
| 530    | Water Fund          | 2,039,396            | 2,332,057       | 2,308,444     | 2,063,009         | 499,117   | 1,563,891           |
| 531    | Water Construction  | 738,670              | 750,000         | 1,239,244     | 249,427           | 966,823   | (717,396)           |
| 533    | Water Utility Reser | 2,000,000            | -               | -             | 2,000,000         | -         | 2,000,000           |
| 535    | Water Deposit Fund  | 121,300              | 8,616           | 550           | 129,365           | -         | 129,365             |



APPENDIX A

YEAR TO DATE FUND REPORT  
April 30, 2023

| Fund # | FUND                | BEGINNING<br>BALANCE  | YTD<br>REVENUES      | YTD<br>EXPEND        | ENDING<br>BALANCE     | ENCUMB               | UNENCUMB<br>BALANCE  |
|--------|---------------------|-----------------------|----------------------|----------------------|-----------------------|----------------------|----------------------|
| 536    | Water Capacity Fee  | 11,954,731            | 720,493              | 454,264              | 12,220,960            | 3,784,381            | 8,436,579            |
| 538    | Watershed Grant Fun | -                     | -                    | -                    | -                     | -                    | -                    |
| 540    | Wastewater Fund     | 8,113,974             | 2,614,815            | 1,427,590            | 9,301,198             | 420,370              | 8,880,829            |
| 541    | Wastewater Construc | 2,774,615             | -                    | 832,529              | 1,942,086             | 1,520,013            | 422,073              |
| 543    | Wastewater Utility  | 2,000,000             | -                    | -                    | 2,000,000             | -                    | 2,000,000            |
| 546    | Wastewater Capacity | 6,237,095             | 412,159              | 1,065,737            | 5,583,517             | 40,104               | 5,543,413            |
| 548    | SE Highland Sewer F | 360,935               | 163,200              | 199,100              | 325,035               | -                    | 325,035              |
| 550    | Refuse Fund         | 1,802,522             | 1,542,791            | 1,623,233            | 1,722,081             | 1,037,453            | 684,628              |
| 601    | Garage Rotary Fund  | 82,519                | 472,273              | 460,105              | 94,687                | 489,557              | (394,870)            |
| 602    | Information Technol | 186,549               | 952,832              | 882,594              | 256,787               | 89,118               | 167,669              |
| 610    | Self-Insurance Fund | 1,878,047             | 2,585,936            | 2,923,450            | 1,540,534             | 15,219               | 1,525,315            |
| 620    | Workers Compensatio | 2,876,326             | 5,227                | 209,263              | 2,672,290             | 155,715              | 2,516,575            |
| 701    | Fire Donations Fund | 1,833                 | -                    | -                    | 1,833                 | -                    | 1,833                |
| 702    | Park Donations Fund | 7,749                 | -                    | -                    | 7,749                 | -                    | 7,749                |
| 703    | Police Donations Fu | 9,631                 | -                    | -                    | 9,631                 | -                    | 9,631                |
| 704    | Mayor's Donations F | 2,888                 | 250                  | 852                  | 2,285                 | -                    | 2,285                |
| 705    | Project Trust Fund  | 1,464,172             | 152,353              | -                    | 1,616,525             | -                    | 1,616,525            |
| 707    | Unclaimed Funds Tru | 57,589                | -                    | -                    | 57,589                | -                    | 57,589               |
| 708    | Muni Court Unclaime | 112,789               | -                    | -                    | 112,789               | -                    | 112,789              |
| 709    | Development Reserve | 822,141               | -                    | 16,099               | 806,042               | 73,068               | 732,974              |
| 710    | Budget Reserve Acco | 1,363,864             | -                    | -                    | 1,363,864             | -                    | 1,363,864            |
| 750    | Cemetery Perpetual  | 35,250                | 197                  | 281                  | 35,166                | -                    | 35,166               |
| 801    | State Highway Patro | 4,106                 | 12,072               | 16,178               | -                     | -                    | -                    |
| 803    | State Building Perm | 1,308                 | 5,940                | 4,359                | 2,889                 | -                    | 2,889                |
| 805    | Retainage Fund      | -                     | -                    | -                    | -                     | -                    | -                    |
| 811    | Berkshire JEDD Fund | 106,865               | 149,412              | 228,946              | 27,331                | -                    | 27,331               |
| 812    | Berkshire JEDD2 Fun | 30,615                | 8,283                | 34,150               | 4,748                 | -                    | 4,748                |
|        |                     | <u>\$ 106,335,297</u> | <u>\$ 51,628,215</u> | <u>\$ 44,535,296</u> | <u>\$ 113,428,217</u> | <u>\$ 17,222,327</u> | <u>\$ 96,205,890</u> |

APPENDIX B

**CITY OF DELAWARE, OHIO  
FINANCIAL STATEMENT  
April 30, 2023**

|                                 | Weighted<br>Average<br>Interest Rate | YTD<br>Interest<br>Earned | Weighted<br>Average<br>Maturity (Days) | Ending<br>Balance |
|---------------------------------|--------------------------------------|---------------------------|--|-------------------|
| <u>Checking/Depository</u>      |                                      |                           |  |                   |
| Checking (Operating & Payroll)* |                                      | -                         |  | 22,867,626        |
| Chase Certificates of Deposit   | 4.16-4.24%                           | 3,397                     |  | 1,500,000         |
| Total Bank Deposits             |                                      | \$ 3,397                  |  | \$ 24,367,626     |

Investments

|                   |         |            |  |               |
|-------------------|---------|------------|--|---------------|
| Redtree           | various | 247,764    |  | 65,581,454    |
| STAR Ohio         | 5.04%   | 327,135    |  | 19,754,242    |
| Total Investments |         | \$ 581,693 |  | \$ 85,335,696 |

TOTAL BANK DEPOSITS & INVESTMENTS \$ 585,090 \$ 109,703,322

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

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

Robert Alger  
Finance Director

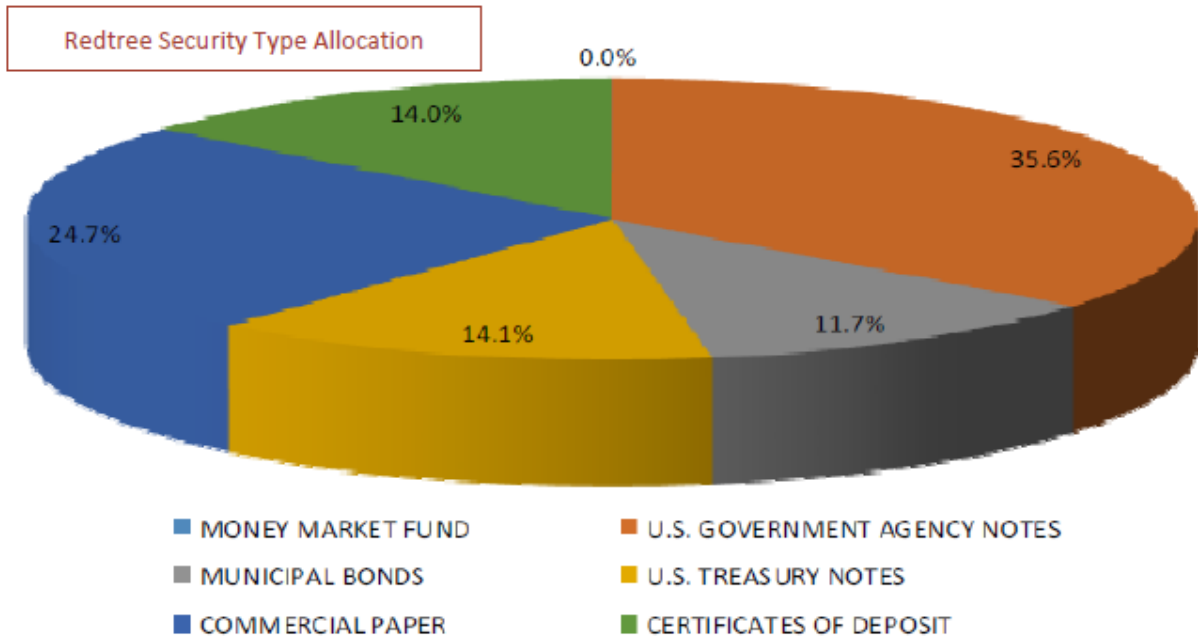
4/30/2023  
Date

R. Thomas Homan  
City Manager

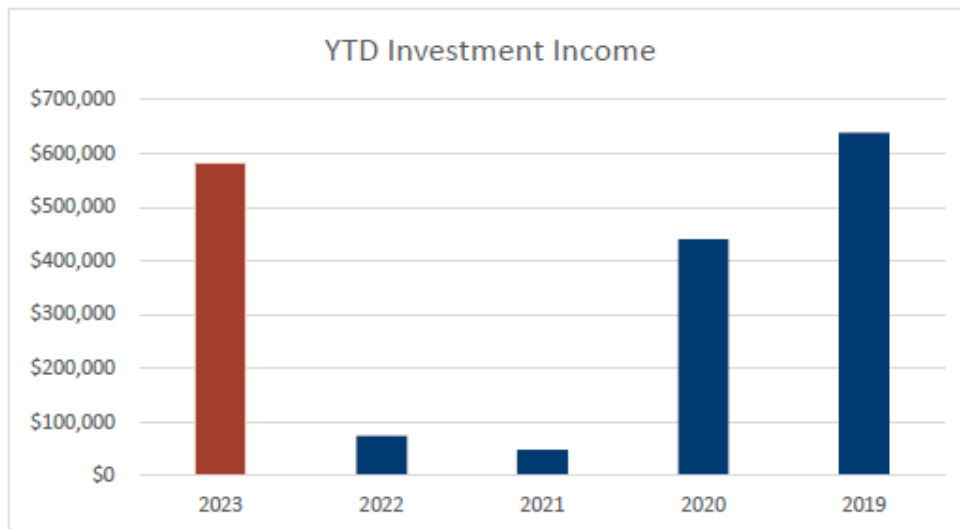
4/30/2023  
Date

APPENDIX B

INVESTMENTS [other than STAR Ohio]



Total Interest Earnings for YTD over the current and preceding years:



APPENDIX C

CITY OF DELAWARE  
DEBT SCHEDULE  
April 30, 2023

| Bonds                         | Outstanding<br>Balance<br>4/30/2023 | General              | Airport<br>T-Hangars | Fire/EMS             | Rec Levy             | Police Impact<br>Impact Fee | Fire<br>Impact Fee  | Municipal<br>Impact Fee | Glenn Rd.<br>TIF/NCA | Water<br>User Fee    | Water<br>Capacity Fee | Wastewater<br>User Fee | Wastewater<br>Capacity Fee |
|-------------------------------|-------------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------------|---------------------|-------------------------|----------------------|----------------------|-----------------------|------------------------|----------------------------|
| 2021 General Obligation Bonds | 3,470,000                           | \$ -                 | \$ -                 | \$ 752,500           | \$ -                 | \$ 798,100                  | \$ 462,000          | \$ 485,800              | \$ 971,600           | \$ -                 | \$ -                  | \$ -                   | \$ -                       |
| 2020 Recreation Levy Bonds    | 8,415,000                           | -                    | -                    | -                    | 8,415,000            | -                           | -                   | -                       | -                    | -                    | -                     | -                      | -                          |
| 2019 GO Bonds                 | 16,995,000                          | 1,029,375            | -                    | -                    | -                    | -                           | -                   | 1,715,625               | 5,170,000            | -                    | -                     | -                      | 9,080,000                  |
| 2017 General Obligation Bonds | 4,560,000                           | -                    | 495,037              | 2,100,000            | -                    | -                           | -                   | -                       | -                    | -                    | 1,533,704             | -                      | 431,259                    |
| 2015 General Obligation Bonds | 4,315,000                           | -                    | -                    | 180,000              | 1,950,000            | -                           | -                   | -                       | 2,185,000            | -                    | -                     | -                      | -                          |
| OWDA Sewer Projects           | 6,815,842                           | -                    | -                    | -                    | -                    | -                           | -                   | -                       | -                    | -                    | -                     | 587,525                | 6,228,317                  |
| OWDA Water Projects           | 26,077,114                          | -                    | -                    | -                    | -                    | -                           | -                   | -                       | -                    | 16,732,788           | 9,344,326             | -                      | -                          |
| <b>Total Long Term Debt</b>   | <b>\$ 70,647,956</b>                | <b>\$ 1,029,375</b>  | <b>\$ 495,037</b>    | <b>\$ 3,032,500</b>  | <b>\$ 10,365,000</b> | <b>\$ 798,100</b>           | <b>\$ 462,000</b>   | <b>\$ 2,201,425</b>     | <b>\$ 8,326,600</b>  | <b>\$ 16,732,788</b> | <b>\$ 10,878,030</b>  | <b>\$ 587,525</b>      | <b>\$ 15,739,576</b>       |
| <b>Fund Balance Reserves</b>  |                                     | <b>\$ 11,341,066</b> | <b>\$ 234,661</b>    | <b>\$ 12,947,284</b> | <b>\$ 6,165,812</b>  | <b>\$ 488,775</b>           | <b>\$ 1,151,753</b> | <b>\$ 975,379</b>       | <b>\$ 6,933,416</b>  | <b>\$ 1,868,156</b>  | <b>\$ 12,075,370</b>  | <b>\$ 9,007,139</b>    | <b>\$ 5,483,971</b>        |
| <b>Notes</b>                  |                                     |                      |                      |                      |                      |                             |                     |                         |                      |                      |                       |                        |                            |
| 2022 Bond Anticipation Notes  | \$ 9,400,000                        | \$ 5,400,000         |                      | \$ 4,000,000         |                      |                             |                     |                         |                      |                      |                       |                        |                            |
| 2023 Bond Anticipation Notes  | 7,000,000                           | 7,000,000            |                      |                      |                      |                             |                     |                         |                      |                      |                       |                        |                            |
| <b>Annual Debt Service</b>    | <b>\$ 10,073,604</b>                | <b>\$ 205,256</b>    | <b>\$ 68,098</b>     | <b>\$ 94,050</b>     | <b>\$ 2,525,880</b>  | <b>\$ 131,123</b>           | <b>\$ 483,535</b>   | <b>\$ 421,908</b>       | <b>\$ 1,202,173</b>  | <b>\$ 1,285,727</b>  | <b>\$ 961,730</b>     | <b>\$ 155,729</b>      | <b>\$ 2,538,395</b>        |
| <b>2023 Revenue Estimate</b>  |                                     | <b>\$ 35,253,127</b> | <b>\$ 105,000</b>    | <b>\$ 17,307,740</b> | <b>\$ 3,315,000</b>  | <b>\$ 122,800</b>           | <b>\$ 244,000</b>   | <b>\$ 320,000</b>       | <b>\$ 2,852,700</b>  | <b>\$ 7,249,500</b>  | <b>\$ 2,720,000</b>   | <b>\$ 8,065,500</b>    | <b>\$ 3,995,371</b>        |

APPENDIX D

| Billing Month | Consumption Period | Water Customers | Water Consumption | Water Billed | Sewer Customers | Sewer Treatment | Sewer Billed | Refuse Customers | Refuse Billed | Stormwater ERU | Stormwater Billed |
|---------------|--------------------|-----------------|-------------------|--------------|-----------------|-----------------|--------------|------------------|---------------|----------------|-------------------|
| Apr-20        | Mar-20             | 13,278          | 90,392            | \$ 433,859   | 13,031          | 89,541          | \$ 527,488   | 14,707           | \$ 302,973    | 28,156         | \$ 70,390         |
| Jun-20        | May-20             | 13,386          | 96,858            | \$ 460,005   | 13,138          | 90,592          | \$ 534,923   | 14,687           | \$ 302,549    | 28,221         | \$ 70,552         |
| Jul-20        | Jun-20             | 13,415          | 114,917           | \$ 528,781   | 13,166          | 111,910         | \$ 642,513   | 14,727           | \$ 303,372    | 28,240         | \$ 70,600         |
| Aug-20        | Jul-20             | 13,402          | 126,267           | \$ 569,456   | 13,156          | 119,040         | \$ 675,202   | 14,755           | \$ 303,959    | 28,348         | \$ 70,870         |
| Sep-20        | Aug-20             | 13,473          | 134,662           | \$ 592,850   | 13,227          | 125,526         | \$ 706,345   | 14,837           | \$ 305,640    | 28,245         | \$ 70,612         |
| Oct-20        | Sep-20             | 13,475          | 171,441           | \$ 649,461   | 13,227          | 162,429         | \$ 916,105   | 14,857           | \$ 306,057    | 28,318         | \$ 70,796         |
| Nov-20        | Oct-20             | 13,506          | 121,983           | \$ 537,031   | 13,257          | 113,341         | \$ 656,170   | 14,867           | \$ 306,269    | 28,368         | \$ 70,921         |
| Dec-20        | Nov-20             | 13,513          | 103,585           | \$ 481,446   | 13,260          | 99,078          | \$ 576,854   | 14,897           | \$ 306,879    | 28,387         | \$ 70,967         |
| Jan-21        | Dec-20             | 13,596          | 88,116            | \$ 429,022   | 13,344          | 85,685          | \$ 509,956   | 14,926           | \$ 307,486    | 36,651         | \$ 91,627         |
| Feb-21        | Jan-21             | 13,589          | 113,480           | \$ 510,649   | 13,337          | 108,889         | \$ 634,005   | 14,984           | \$ 308,666    | 28,450         | \$ 71,124         |
| Mar-21        | Feb-21             | 13,611          | 95,261            | \$ 455,609   | 13,361          | 93,516          | \$ 549,420   | 15,008           | \$ 309,159    | 28,461         | \$ 71,152         |
| Apr-21        | Mar-21             | 13,644          | 88,539            | \$ 425,993   | 13,394          | 86,934          | \$ 512,288   | 15,028           | \$ 309,578    | 28,484         | \$ 71,211         |
| May-21        | Apr-21             | 13,681          | 108,530           | \$ 501,133   | 13,431          | 106,030         | \$ 617,478   | 15,085           | \$ 310,754    | 28,496         | \$ 71,239         |
| Jun-21        | May-21             | 13,713          | 103,451           | \$ 473,191   | 13,462          | 98,957          | \$ 573,844   | 15,120           | \$ 311,462    | 28,693         | \$ 71,733         |
| Jul-21        | Jun-21             | 13,772          | 125,063           | \$ 551,043   | 13,519          | 115,754         | \$ 664,380   | 15,134           | \$ 311,762    | 28,559         | \$ 71,397         |
| Aug-21        | Jul-21             | 13,760          | 126,665           | \$ 553,714   | 13,508          | 115,943         | \$ 665,168   | 15,112           | \$ 311,306    | 28,563         | \$ 71,407         |
| Sep-21        | Aug-21             | 13,829          | 127,547           | \$ 553,266   | 13,576          | 115,191         | \$ 663,382   | 14,962           | \$ 308,227    | 28,593         | \$ 71,482         |
| Oct-21        | Sep-21             | 13,889          | 139,641           | \$ 594,909   | 14,570          | 124,327         | \$ 710,723   | 15,006           | \$ 309,117    | 28,652         | \$ 71,631         |
| Nov-21        | Oct-21             | 13,886          | 113,059           | \$ 511,343   | 13,635          | 106,501         | \$ 614,330   | 15,046           | \$ 309,956    | 28,835         | \$ 72,086         |
| Dec-21        | Nov-21             | 13,923          | 111,635           | \$ 504,552   | 13,670          | 107,278         | \$ 622,541   | 15,093           | \$ 310,921    | 28,817         | \$ 72,042         |
| Jan-22        | Dec-21             | 13,947          | 100,478           | \$ 472,658   | 13,693          | 98,758          | \$ 581,025   | 15,139           | \$ 311,856    | 36,576         | \$ 91,441         |
| Feb-22        | Jan-22             | 13,948          | 105,145           | \$ 484,339   | 13,694          | 102,502         | \$ 588,342   | 14,864           | \$ 341,871    | 28,857         | \$ 129,856        |
| Mar-22        | Feb-22             | 13,964          | 108,997           | \$ 496,657   | 13,712          | 104,821         | \$ 613,582   | 14,943           | \$ 343,696    | 28,851         | \$ 129,829        |
| Apr-22        | Mar-22             | 14,000          | 97,152            | \$ 457,002   | 13,748          | 94,263          | \$ 556,432   | 15,034           | \$ 345,786    | 28,870         | \$ 129,915        |
| May-22        | Apr-22             | 14,045          | 108,877           | \$ 495,885   | 13,791          | 104,163         | \$ 605,105   | 15,144           | \$ 348,302    | 28,940         | \$ 130,231        |
| Jun-22        | May-22             | 14,141          | 142,544           | \$ 597,344   | 13,885          | 127,755         | \$ 727,462   | 15,225           | \$ 350,175    | 29,039         | \$ 130,674        |
| Jul-22        | Jun-22             |                 | 139,241           | \$ 577,386   |                 | 117,752         | \$ 673,764   | 15,256           | \$ 350,890    | 29,072         | \$ 130,825        |
| Aug-22        | Jul-22             | 14,207          | 161,842           | \$ 654,273   | 13,949          | 140,850         | \$ 795,658   | 15,336           | \$ 352,726    | 29,090         | \$ 130,904        |
| Sep-22        | Aug-22             | 14,207          | 161,842           | \$ 654,273   | 13,949          | 140,850         | \$ 795,658   | 15,336           | \$ 352,727    | 29,090         | \$ 130,905        |
| Oct-22        | Sep-22             | 14,265          | 118,909           | \$ 535,494   | 13,933          | 111,490         | \$ 640,807   | 15,345           | \$ 352,944    | 29,155         | \$ 131,198        |
| Nov-22        | Oct-22             | 14,274          | 107,754           | \$ 497,281   | 14,014          | 103,873         | \$ 605,496   | 15,366           | \$ 353,412    | 29,158         | \$ 131,209        |
| Dec-22        | Nov-22             | 14,317          | 112,611           | \$ 515,813   | 14,058          | 109,066         | \$ 636,243   | 15,399           | \$ 354,182    | 36,792         | \$ 165,563        |
| Jan-23        | Dec-22             | 14,390          | 107,717           | \$ 566,524   | 14,128          | 105,062         | \$ 614,238   | 15,258           | \$ 381,461    | 29,282         | \$ 131,771        |
| Feb-23        | Jan-23             | 14,422          | 105,930           | \$ 558,586   | 14,162          | 104,334         | \$ 612,329   | 15,280           | \$ 381,992    | 29,253         | \$ 131,640        |
| Mar-23        | Feb-23             | 14,498          | 98,039            | \$ 526,255   | 14,235          | 95,701          | \$ 567,724   | 15,471           | \$ 386,778    | 29,424         | \$ 132,410        |
| Apr-23        | Mar-23             | 14,533          | 98,039            | \$ 526,255   | 14,266          | 107,403         | \$ 628,910   | 15,508           | \$ 387,708    | 29,389         | \$ 132,252        |

## APPENDIX D

