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**CITY OF NEWARK
DELAWARE**

RESOLUTION NO. 22-__

**A RESOLUTION RENAMING NEWARK SENIOR LIVING LOCATED AT 924 BARKSDALE ROAD TO THE VERO
AT NEWARK**

WHEREAS, Section 27-24, Code of the City of Newark, Delaware, provides City Council the authority by resolution to approve the renaming of a subdivision and land development plans or streets if the council deems it appropriate; and

WHEREAS, Newark Senior Living, owned by Columbia Pacific Advisors, LLC on behalf of their entity Columbia Newark, LLC (hereinafter referred to as the "Owners") submitted a petition to the Planning and Development Department, dated March 9, 2022, requesting the renaming of "Newark Senior Living" located at 924 Barksdale Road to "The Vero at Newark"; and

WHEREAS, the Newark Police Department 911 staff has reviewed the request and has no objection to the proposed change.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Newark, Delaware changes the name of the subdivision located at 924 Barksdale Road from "Newark Senior Living" to "The Vero at Newark"; and directs the City Secretary to notify the Planning and Development Department, the Delaware Department of Transportation, Newark Police 911, Aetna Hose, Hook, and Ladder Company, and the United States Postal Service of these changes.

RESOLVED at a Regular Meeting of Council on _____, 2022.

VOTE: __ to __0.

Attest:

City Secretary

Mayor



**CITY OF NEWARK
DELAWARE**

April 18, 2022

TO: Mayor and Members of Council

FROM: John Kennel, AICP Planner *JK*
Mary Ellen Gray, AICP Director of Planning and Development Department *MEG*

VIA: Tom Coleman, City Manager *TC*

RE: Request to Change the Name of the Project Located at 924 Barksdale Road from "Newark Senior Living" to "The Vero at Newark"

A comprehensive plan amendment, rezoning and major subdivision with site plan approval for a 115 suite, 137 bed assisted living and memory care facility located at 924 Barksdale Road was approved by City Council on March 25, 2019. This was memorialized in the approved subdivision plan for "Newark Senior Living" recorded on June 18, 2019.

The owner of the property has applied to revise the approved plans to rename the subdivision to "The Vero at Newark." This is the only change to the plan requested.

The applicant's petition requesting the name changes and the related site plan revision is included in Attachment 1. Code Section 27-24. - Renaming subdivision and land development plans or streets, stipulates that the Planning and Development Department shall review the request with the Newark Police Department and make a recommendation to council.

The Newark Police Department has reviewed the proposed name changes and has no objections. The Planning and Development Department; therefore, recommends that council approve the applicant's requested name change.

Recommended Motion

"I move that Council approve the resolution as presented to change the name of Newark Senior Living to The Vero at Newark located at 924 Barksdale Road and direct the City Secretary to notify the appropriate parties of the change as outlined in the resolution."

Attachments:

- **Application for name change as submitted by Vicki Peditto, Development Manager, Real Estate Division, Columbia Pacific Advisors**

Attachment 1

Applicant's Petitions for Subdivision Name Changes



March 9, 2022

Ms. Mary Ellen Gray, Director
Department of Planning and Development
City of Newark
220 South Main Street
Newark, DE 19711

**RE: Revisions to the "Newark Senior Living" subdivision Plan:
Proposed to be known as "The Vero at Newark"**

Dear Mary Ellen,

Our company, Columbia Pacific Advisors, LLC on behalf of our entity Columbia Newark, LLC (herein referred to as the "Applicant") obtained approvals for the Newark Senior Living development, parcel #1802400155 at 924 Barksdale Road for which a Major Subdivision Plan was recorded on June 27, 2019 (attached herein). Consistent with Section 27-24 of the Municipal Code of the City of Newark, the Applicant has prepared and executed a petition requesting the adoption of the resolution to change the subdivision name to "The Vero at Newark".

Enclosed is a check in the amount of \$62.00 made payable to the New Castle County Recorder of Deeds in connection with the above-mentioned Petition. Please contact me with any questions or if you need additional information.

Respectfully submitted,
Vicki Peditto, Development Manager, Real Estate Division

DocuSigned by:

Vicki Peditto

vickip@columbiapacific.com

206.972.5086

PETITION


To Rename the Subdivision known as “Newark Senior Living” to “The Vero at Newark”

The Major Subdivision Plan for Newark Senior Living was recorded on June 27, 2019 in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware at Instrument number 20190618-0045757 for Tax Parcel number 18-024.00-155 owned by Columbia Newark, LLC.

Per Section 27-24 of the Municipal Code of the City of Newark, Columbia Newark, LLC hereby petition the New Castle County Council to rename the subdivision known as “Newark Senior Living” to the “Vero at Newark”.

COLUMBIA NEWARK, LLC

By Columbia Pacific Advisors, its Manager

Signed:  _____
80B446357B2C441

Name: Peter T. Aparico

Title: Managing Director, Real Estate

Date: 3/9/2022 _____



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

June 27, 2019

Ms. Mary Ellen Gray, Director
Town of Newark
220 South Main Street
Newark, Delaware 19711

**SUBJECT: Letter of No Objection to Recordation
Newark Senior Living
Tax Parcel # 1802400155
NCR360-BARKSDALE ROAD
Newark, White Clay Creek Hundred, New Castle County**

Dear Ms. Gray:

The Department of Transportation has reviewed the Site Plan, dated **September 26, 2017** (last revised **June 14, 2019**), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawings. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Site Plan is not recorded prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

This letter does not authorize the commencement of entrance construction. Entrance plans shall be developed in accordance with DelDOT's [Development Coordination Manual](#) and submitted to the Development Coordination Section for review and approval.

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards. Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized. There may be other reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction to modify or reject this proposed plan even though DelDOT has established that these enumerated transportation improvements are acceptable.



Newark Senior Living
Ms. Mary Ellen Gray
Page 2
June 27, 2019

If I can be of any further assistance, please call me at (302) 760-2266.

Very truly yours,



Sireen Muhtaseb
New Castle County Review Coordinator
Development Coordination

cc: Darcy Koenig, e2k Consulting, LLC
Jeffrey C. Williams, The Kercher Group
Matthew Vincent, Canal District Public Works Engineer
Jennifer Pinkerton, Chief Materials & Research Engineer
Peter Haag, Traffic Studies Manager
Linda Osiecki, Consistency Control Engineer
Robert Greybill, Canal District Permits Engineer
John Fiori, Bicycle Coordinator
Maria Andaya, Pedestrian Coordinator
Mark Galipo, Traffic Development Coordination Engineer
Martin Lord, Safety Officer North District
Marvin Pedigo, Safety Officer North District
Joseph Ellis, Contech Manager
Darlene Bennett, Administrative Specialist
Rebecca Waldrige, Administrative Specialist
David Dooley, DTC Planner
Amy Fitzgerald, JMT
Todd Sammons, Subdivision Engineer
Jun Xie, New Castle County Reviewer



CITY SECRETARY'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · Fax 302.366.7067 · www.newarkde.gov

April 5, 2019

Columbia Pacific Real Estate Fund III, LP
1910 Fairview Avenue E
Suite 200
Seattle, WA 98102

RE: Comprehensive Plan Amendment, Rezoning, Major Subdivision & Site Plan Approval – 924 Barksdale Road

Dear Sir/Madam:

This letter will confirm that Council at its March 25, 2019 meeting approved the Comprehensive Plan amendment, rezoning and major subdivision with site plan approval for the above property.

Enclosed for the development are four copies of the agreement between you, as developer and the City of Newark. Please sign all four copies of the agreement, have them witnessed, notarized and returned to me for the City's execution of the same and recordation in the New Castle County Office of Recorder of Deeds. Please submit six copies of the amended subdivision plan and Mylar with signatures for recordation purposes when submitting the executed agreements. When returning the agreement and plans, please include a check for \$541.00 made out to the New Castle County Recorder of Deeds office for the recording fees (\$336.00 for the subdivision plan and \$192.00 for the subdivision agreement with attachments), as well as a check for \$54.10 made out to the City of Newark for administrative costs for recording. A copy of the agreement and plan will be forwarded to you after they have been fully executed. Any missing signatures or failure to have the documents notarized as required will cause the items to be returned to you, delaying the recordation process.

Please note that prior to beginning any work on the subdivision, you must provide our office with the required liability insurance as provided for in Section 27-22 (c)(1) of the City Code. Additionally, any agreements or other documentation as outlined in your subdivision agreement must be submitted to the relevant department prior to the issuance of any building permits.

If you have any questions, please do not hesitate to call me at the above number.

Sincerely,

Tara A. Schiano
Acting City Secretary

Enclosures
/tas

cc: Tim Filasky, Acting Public Works & Water Resources Director
Mary Ellen Gray, Planning & Development Director
Jim Kiesel, Lead Code Enforcement Officer

20190618-0045757
6/18/2019

Tax Parcel #18-024.00-155
Prepared By & Return To:
City Secretary's Office
220 South Main Street
Newark, DE 19711

AGREEMENT

THIS AGREEMENT, made this 29th day of May, 2019 by and between COLUMBIA/WEGMAN NEWARK, LLC, party of the first part hereto, hereinafter referred to as the "Developer," and the CITY OF NEWARK, a municipal corporation of the State of Delaware, party of the second part hereto, hereinafter referred to as the "City";

WITNESSETH:

THAT WHEREAS, the Developer is requesting a Comprehensive Plan amendment, rezoning and major subdivision with site plan approval for the development of approximately 6.95+/- acres located at 924 Barksdale Road, hereinafter referred to as the "Site," in order to construct a three-story building with eighty-nine (89) suites of licensed assisted living and twenty-six (26) suites of licensed memory care for a total of one hundred fifteen (115) suites with one hundred thirty-seven (137) beds with associated parking (the "Development"); and

WHEREAS, the proposed development shall comply with the AC zoning classification; and

WHEREAS, the City has approved the recordation and development of said Site for the purpose stated above, as shown on a plot plan prepared by The Kercher Group, Inc. dated September 26, 2017, and as subsequently revised, (the "Plan"), attached hereto and made a part hereof by reference, subject to the conditions contained herein.

NOW, THEREFORE, in exchange for the mutual promises contained herein and for other good and valuable consideration which is hereby deemed sufficient and is acknowledged by the parties hereto, the parties mutually agree as follows with respect to the Site:

- 1) The Developer agrees to abide by the terms and conditions, if any, in Newark City Council Resolution No. 19-6 dated March, 2019, which resolution is attached hereto and made a part hereof by reference.
- 2) The Developer agrees to abide by the terms and conditions of the City of Newark Subdivision and Development Regulations and the Newark Zoning Code as relevant provisions therein relate to the AC zoning classification and to the Development.
- 3) The Developer agrees to comply with all applicable codes, standards and specifications of the City of Newark and shall contact the Public Works and Water Resources and

Electric Departments and the Code Enforcement Division as part of the building permit application and review process to ensure compliance with such requirements.

The Developer further agrees, through the Construction Improvement Plan process, to submit to the Public Works & Water Resources Department for review and approval final plans for stormwater management and related public improvements, and in accordance with the latest Delaware Sediment and Stormwater Regulations and the City's Drainage Code.

4) The Developer agrees to provide detailed information regarding the stormwater management quality and quantity to the Public Works and Water Resources Department during the Construction Improvement Plan process and execute a Stormwater Drainage and Maintenance Agreement prior to the start of construction. It is agreed by both parties that the stormwater management system for the Site will be privately maintained.

5) The Developer agrees if there are any recorded or unrecorded existing easements or rights-of-way on, under, or over the Site and which benefit the City in any fashion, such easements and rights-of-way shall not be modified or changed in any way as a result of this Agreement or the subdivision of lands covered by this Agreement without the written consent of the City, which consent shall not unreasonably be withheld, or other beneficial owners of such easements.

6) The Developer agrees to retain the existing deed restrictions including the restriction on the sale of alcohol. The Developer further agrees to amend the deed restriction regarding signs to allow instructional signs such as traffic signs, parking signs, etc. that are not designed as integral architectural elements of the proposed buildings. The Developer also agrees to deed restrict the property to limit it to Adult Community use.

In addition, the following deed restrictions will be removed:

- Deliveries and pickups, including trash removal, shall be restricted to between the hours of 8 AM and 5:30 PM (#4).
- Noise barriers shall be installed separating delivery areas from adjoining residential properties and from Barksdale Road (#5)
- This restriction shall be written to permit the occupancy of the existing home as a single-family residence as long as it remains on the property (Sentence two of #6).

The exact wording of said deed restrictions shall be approved by the City Solicitor and shall be recorded by the Developer in the Office of the Recorder of Deeds in and for New Castle County and submitted to the City Secretary's Office prior to the issuance of the first building permit for the Site.

7) The Developer agrees to provide an easement for utility services provided by the City of Newark.

The exact wording of said easement shall be approved by the City Solicitor and shall be recorded by the Developer in the Office of the Recorder of Deeds in and for New Castle County and submitted to the City Secretary's Office prior to the issuance of the first building permit for the Site.

8) The Developer agrees that the architectural design of the proposed structures on the Site shall be substantially consistent on all building elevations. In addition, storage areas, mechanical and utility hardware shall be screened from view from all public ways and nearby properties in a manner consistent with the proposed architectural design.

The Developer also agrees to match architectural plans with architectural renderings/elevations submitted for the project. The Developer may present draft floor plans to avoid issues during site plan review. The Developer also agrees to submit complete architectural, structural, plumbing, HVAC, electrical and fire protection drawings for review prior to the issuance of permits.

9) The Developer agrees to meet or exceed the City of Newark LEED (Leadership in Energy and Environmental Design) standards as per the 2012 IIEC and highlighted in Section 7-8(7) of the Municipal Code.

10) The Developer agrees to provide a minimum of six (6) bicycle parking spaces and will conform to the City of Newark Bicycle Plan and DelDOT Standard Construction Detail M-4 – "Bike Rack Layout Details."

11) The Developer agrees the project will comply with all applicable City detail standards, specifications, Building Code and Fire Code requirements.

12) The Developer agrees to provide a turning template to verify the turning radius is adequate for a fire truck. The Developer agrees the main entrance shall meet fire lane requirements and will provide separate curb stops for fire service and domestic water service with permanent markings. In addition, the Developer agrees to conduct a flow test. The Developer agrees to follow the 2012 IFC and the 2015 Delaware Fire Protection Regulations.

13) The Developer agrees to install the required interior sprinkler system in all units and to submit all fire protection systems to the Code Enforcement Division for review and permitting prior to construction.

14) The Developer agrees to comply with all Accessibility Standards to ensure all doors and latching hardware are in compliance with IBC Section 1008.

15) The Developer agrees to separate the Dining and Living areas in accordance with IBC Section 407.2 and agrees to provide approval from the State of Delaware Department of Safety and Homeland Security, Division of Communications of testing for emergency communications with an approval letter submitted with the Certificate of Completion application.

16) The Developer agrees to provide site and public protection during construction.

17) The Developer agrees to the following conditions regarding electric:

- To supply and install all underground high voltage and low voltage conduits.
- To pay all costs for any pole rearrangements needed (including Delmarva, Comcast and Verizon) and all labor and material costs to provide electric service to the building including transformers, underground cables, meters and other equipment. The cost shall be determined once final design is completed and shall be subject to a yearly CPI increase from the Council approval date.
- To install a pad-mounted transformer at the Developer's cost at a location provided to and approved by the Electric Department.
- To provide a key to the Electric Department for the utility room where electric meters are located and to group the electric meters in one location.
- Developer must pay any costs needed to ensure the new smart meters will talk to the existing system.

18) The Developer agrees to the following conditions regarding water/sewer supply:

- To pay STP fees of \$25,368.00 prior to the issuance of the first building permit for the Site.
- To prohibit planting of trees within ten feet of the water meter pit as measured from the nearest exterior face of the structure.
- To provide sanitary sewer flow summary on Plan prior to the Construction Improvement Plan process. Anticipated wastewater flows shall be based on New Castle County Special Services Sewer Use Design Flows
- To clearly identify all existing utilities to be demolished including the existing sanitary stub prior to the Construction Improvement Plan process.
- To repair any damage to the City's water and sanitary sewer infrastructure as a result of the site construction, to the satisfaction of the Director of Public Works and Water Resources or his/her designee.

19) The Developer agrees to pay up to \$4,000 to remedy problem interference if the development is found to interfere with the City's smart metering system for electric and/or water meters when completed, with said amount to be paid determined by the Electric Director and/or the Public Works and Water Resources Director.

20) The Developer agrees to provide a DeIDOT Letter of No Objection to Recordation (LONOR) prior to Construction Improvement Plan approval.

21) The Developer agrees to meet all requirements of the Delaware Sediment and Stormwater Regulations and City Code. The Developer also further agrees to provide prior to Construction Improvement Plan approval proof of the Notice of Intent submission to DNREC as redevelopment projects that exceed one acre in disturbance require NPDES permit coverage through the NOI.

- 22) The Developer agrees to provide an executive Drainage Agreement prior to the Construction Improvement Plan approval.
- 23) The Developer agrees to revisit prior to the Construction Improvement Plan process the number of bioretention areas and sub-surface detention facilities proposed on the site. The Developer also agrees to address the need for plantings in the bioretention areas and incorporate them into the best management practice (BMP) with signage to identify the facilities as a regulated BMP.
- 24) The Developer agrees to provide funding, not to exceed \$38,000 for a hydraulic analysis of the downstream conveyance system to include a preliminary design and construction feasibility analysis for possible downstream improvements after Construction Improvement Plan approval and prior to issuance of any Building Permits.
- 25) The Developer agrees that all refuse collection shall be private and collected by a third party via separate dumpster(s) and/or compactor(s) located on the subject site.
- 26) The Developer agrees to construct geometric enhancements, such as sidewalk bump-outs or a pedestrian refuge median in the location of the existing crosswalk on Barksdale Road to reduce the crossing distance at the intersection of Barksdale Road and Newark Day Nursery and Children's Center. Improvements shall also include ADA compliant landing pads, pavement striping and pedestrian sign replacement, all of which shall be as directed and approved by DeIDOT Division of Planning.
- 27) The Developer agrees that all damage to City streets or curbs as a result of the construction associated with the site shall be repaired to the satisfaction of the Director of Public Works and Water Resources Department or his/her designee.
- 28) The Developer agrees that no trees growing over 18 feet at maturity can be planted within ten feet (10') of any electric service pole.
- 29) The Developer agrees to comply with Article XXV Landscape Screening and Treatment, Sec. 32-89(a). Prior to the issuance of any Certificates of Occupancy, a Surety Guarantee Bond, or other Security Instrument accepted and approved by the City Solicitor, shall be posted in the amount of 120% of the cost of required landscaping to insure proper maintenance of the landscaping for a period of two years from the date of installation. During the two-year period, the developer shall be responsible for replacing all plants that die or are diseased. Following the two-year time period, and following inspection of all landscaping by the City of Newark Parks and Recreation Department, the City Manager shall authorize the release of bonds, less any amount needed to replace dying or diseased plants.
- 30) The Developer agrees that the building and site plan attributes shown on this subdivision plan comply with the applicable subdivision and zoning code regulations of the City of

Newark. Recording of this plan in the New Castle County Office of the Recorder of Deeds does not ensure or guarantee constructability. Complete building permit applications and site Construction Improvements Plans, meeting all applicable City, State, and Federal code regulations must be submitted to and approved by the City of Newark prior to obtaining building permits. Changes to the subdivision plan may be required from issues arising at the Construction Improvements Plan stage or the building permit stage, and a re-subdivision may be required prior to the issuance of building permits.

31) This Agreement may be modified, but only with the written approval of both the Newark City Council and the Developer, their successors and assigns.

32) The provisions of this Agreement shall be severable. If any provision of this Agreement is found by any court to be void or unenforceable, the remaining provisions hereof shall remain valid and in full force and effect.

33) This Agreement shall be interpreted pursuant to the Laws of the State of Delaware and shall be binding upon the heirs, successors in interest, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year aforesaid.

WITNESS:


Bill Funk

By: 
Columbia/Wegman Newark, LLC
Tom Seneker - Managing Director,
Real Estate
CITY OF NEWARK

ATTEST:


Acting City Secretary


City Manager

~~STATE OF DELAWARE~~ Washington
SS.

~~NEW CASTLE COUNTY~~
King

BE IT REMEMBERED, that on this 29 day of May, in the year of Our Lord, two thousand and nineteen, personally came before me, a Notary Public for the State and County aforesaid, **COLUMBIA/WEGMAN NEWARK, LLC**, representing party to this Indenture, known to me personally to be such, and does acknowledge this Indenture to be his act and deed and the act and deed of said corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

YASAMINE FIROOZI
Notary Public
State of Washington
My Appointment Expires Jul 30, 2020



Notary Public

STATE OF DELAWARE

SS.

NEW CASTLE COUNTY

BE IT REMEMBERED, that on this 7th day of JUNE, in the year of Our Lord, two thousand and nineteen personally came before me, the subscriber, a Notary Public for the State and County aforesaid, **THOMAS COLEMAN**, City Manager of the City of Newark, Delaware, party of the second part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of the Council of Newark; that the signature of the Acting City Manager is in his own proper handwriting; that the seal affixed is the Seal of the City of Newark; and, that his act of signing, sealing, executing, acknowledging, and delivering said Indenture was duly authorized by order of said Council of the City of Newark.

GIVEN under my hand and seal of office, the day and year aforesaid.



Notary Public



**CITY OF NEWARK
DELAWARE**

RESOLUTION NO. 19-G

MAJOR SUBDIVISION OF 924 BARKSDALE ROAD

WHEREAS, the Planning Commission, pursuant to Subdivision and Development Regulations adopted September 11, 1978, with various revisions to date, has transmitted to Council a report dated February 6, 2019, regarding an application from Columbia/Wegman Newark, LLC (hereinafter the Developer) for the major subdivision of 924 Barksdale Road, as shown on the plot plan prepared by The Kercher Group, dated September 26, 2017, and as subsequently revised, attached hereto and made a part hereof, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newark, that final approval of the above-mentioned plot plan showing the proposed subdivision, complying with the AC zoning classification, be and the same is hereby granted upon the terms and conditions of the Subdivision and Development Regulations of the City of Newark.

BE IT FURTHER RESOLVED that said approval is granted upon the following conditions:

a) The Developer agrees to comply with all applicable codes, standards and specifications of the City of Newark and shall contact the Public Works and Water Resources and Electric Departments and the Code Enforcement Division as part of the building permit application and review process to ensure compliance with such requirements.

The Developer further agrees, through the Construction Improvement Plan process, to submit to the Public Works & Water Resources Department for review and approval final plans for stormwater management and related public improvements, and in accordance with the latest Delaware Sediment and Stormwater Regulations and the City's Drainage Code.

b) The Developer agrees to provide detailed information regarding the stormwater management quality and quantity to the Public Works and Water Resources Department during the Construction Improvement Plan process and execute a Stormwater Drainage and Maintenance Agreement prior to the start of construction. It is agreed by both parties that the stormwater management system for the Site will be privately maintained.

c) The Developer agrees if there are any recorded or unrecorded existing easements or rights-of-way on, under, or over the Site and which benefit the City in any fashion, such easements and rights-of-way shall not be modified or changed in any way as a result of this Agreement or the subdivision of lands covered by this Agreement without the written consent of the City, which consent shall not unreasonably be withheld, or other beneficial owners of such easements.

- To pay STP fees of \$25,368.00 prior to the issuance of the first building permit for the Site.
- To prohibit planting of trees within ten feet of the water meter pit as measured from the nearest exterior face of the structure.
- To provide sanitary sewer flow summary on Plan prior to the Construction Improvement Plan process. Anticipated wastewater flows shall be based on New Castle County Special Services Sewer Use Design Flows
- To clearly identify all existing utilities to be demolished including the existing sanitary stub prior to the Construction Improvement Plan process.
- To repair any damage to the City's water and sanitary sewer infrastructure as a result of the site construction, to the satisfaction of the Director of Public Works and Water Resources or his/her designee.

q) The Developer agrees to pay up to \$4,000 to remedy problem interference if the development is found to interfere with the City's smart metering system for electric and/or water meters when completed, with said amount to be paid determined by the Electric Director and/or the Public Works and Water Resources Director.

r) The Developer agrees to provide a DeIDOT Letter of No Objection to Recordation (LONOR) prior to Construction Improvement Plan approval.

s) The Developer agrees to meet all requirements of the Delaware Sediment and Stormwater Regulations and City Code. The Developer also further agrees to provide prior to Construction Improvement Plan approval proof of the Notice of Intent submission to DNREC as redevelopment projects that exceed one acre in disturbance require NPDES permit coverage through the NOI.

t) The Developer agrees to provide an executive Drainage Agreement prior to the Construction Improvement Plan approval.

u) The Developer agrees to revisit prior to the Construction Improvement Plan process the number of bioretention areas and sub-surface detention facilities proposed on the site. The Developer also agrees to address the need for plantings in the bioretention areas and incorporate them into the best management practice (BMP) with signage to identify the facilities as a regulated BMP.

v) The Developer agrees to provide funding, not to exceed \$38,000 for a hydraulic analysis of the downstream conveyance system to include a preliminary design and construction feasibility analysis for possible downstream improvements after Construction Improvement Plan approval and prior to issuance of any Building Permits.

w) The Developer agrees that all refuse collection shall be private and collected by a third party via separate dumpster(s) and/or compactor(s) located on the subject site.

x) The Developer agrees to construct geometric enhancements, such as sidewalk bump-outs or a pedestrian refuge median in the location of the existing crosswalk on Barksdale Road to reduce the crossing distance at the intersection of Barksdale Road and Newark Day Nursery and Children's Center. Improvements shall also include ADA compliant landing pads, pavement striping and pedestrian sign replacement, all of which shall be as directed and approved by DelDOT Division of Planning.

y) The Developer agrees that all damage to City streets or curbs as a result of the construction associated with the site shall be repaired to the satisfaction of the Director of Public Works and Water Resources Department or his/her designee.

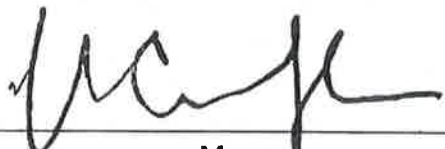
z) The Developer agrees that no trees growing over 18 feet at maturity can be planted within ten feet (10') of any electric service pole.

aa) The Developer agrees to comply with Article XXV Landscape Screening and Treatment, Sec. 32-89(a). Prior to the issuance of any Certificates of Occupancy, a Surety Guarantee Bond, or other Security Instrument accepted and approved by the City Solicitor, shall be posted in the amount of 120% of the cost of required landscaping to insure proper maintenance of the landscaping for a period of two years from the date of installation. During the two-year period, the developer shall be responsible for replacing all plants that die or are diseased. Following the two- year time period, and following inspection of all landscaping by the City of Newark Parks and Recreation Department, the City Manager shall authorize the release of bonds, less any amount needed to replace dying or diseased plants.

bb) The Developer agrees that the building and site plan attributes shown on this subdivision plan comply with the applicable subdivision and zoning code regulations of the City of Newark. Recording of this plan in the New Castle County Office of the Recorder of Deeds does not ensure or guarantee constructability. Complete building permit applications and site Construction Improvements Plans, meeting all applicable City, State, and Federal code regulations must be submitted to and approved by the City of Newark prior to obtaining building permits. Changes to the subdivision plan may be required from issues arising at the Construction Improvements Plan stage or the building permit stage, and a re-subdivision may be required prior to the issuance of building permits.

RESOLVED at a Regularly Scheduled Meeting on March 25, 2019.

VOTE: 7 to 0.



Mayor

Attest:


Acting City Secretary