



City of Gahanna

Meeting Minutes

Committee of the Whole

200 South Hamilton Road
Gahanna, Ohio 43230

Nancy R. McGregor, Chair
Brian D. Larick
Karen J. Angelou
Merisa Bowers
Jamie Leeseberg
Stephen A. Renner
Michael Schnetzer

Krystal Gonchar, MPA, Clerk of Council

Monday, September 13, 2021

7:00 PM

Council Chambers

A. CALL TO ORDER

Vice President Nancy McGregor called the meeting to order at 7:00 p.m.

B. ITEMS FOR DISCUSSION

ITEM FROM THE CLERK OF COUNCIL:

[ORD-0055-2021](#) AN ORDINANCE TO ACCEPT AN APPLICATION FOR ANNEXATION OF 1.465 +/- ACRES FROM MIFFLIN TOWNSHIP, COUNTY OF FRANKLIN, STATE OF OHIO, TO THE CITY OF GAHANNA, OHIO (JOHNNY TORRES-GUZMAN & AMELIA SIFUENTES-TORRES PID# 191-003163); WAIVE SECOND READING; ADOPT AS EMERGENCY.

Clerk stated that in June, this body passed a resolution for services, RES-16, for the Torres Family, who would like to annex property from Mifflin Twp. into Gahanna. The county commissioners approved a resolution in July, the transcript is attached. I informed this body of receipt of their findings during a regular meeting of Council on August 2. Per Ohio Revised Code, my office held that filing for 60 days. The next step in the process is for this council to vote to approve or deny the annexation. The applicants are present to discuss their request for waiver/emergency language, if you would like to call them to the podium.

McGregor asked for explanation on the emergency language. Emmanuel Torres, son of the applicants, stated that they are trying to transfer the property to his sister, who will be developing the site for a single-family home; the developers are on hold, waiting for the land transfer; they would like to begin construction and complete as much as possible before the arrival of winter.

Recommendation: Regular Agenda on 9/20/21.

ITEMS FROM THE DIRECTOR OF FINANCE

[RES-0031-2021](#) A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS AMONG VARIOUS ACCOUNTS.

Director of Finance Joann Bury stated that as in the past, projections are made to determine if adjustments are needed based off employee and benefit changes throughout the year.

Larick asked what drove the increased amount in police and finance and then parks and development full time wages. Bury stated that there was a change in staffing; a management analyst was hired in the spring of last year, and she is moving to a part time position through the end of the year due to school; will hire someone in the meantime and the position will move from an analyst position to a manager to better support the office functions. Larick asked for confirmation that it was a \$40k increase for the year. Bury confirmed; the part-timer will remain through the end of the year to finish up her projects; hopes to hire a full-timer in October. Bury said there was a shortfall for the projection on the other position.

McGregor stated that it seems to be cleaner to just return the parks funds to the general and then reissue the money to development. Bury said all funds remain in the general fund but the move is between line items; it's no longer needed in parks and rec, but now needed for development. McGregor stated that it doesn't sit well with her when they budget money for each department. Bury said she could ask for supplementals instead, but it seems to make sense that if they have appropriations available, to just transfer them. McGregor said it seems that supplementals would be better. Bury stated that the funds are not needed in parks and rec at this point, so it seems unnecessary to ask for a supplemental. Angelou said that she seems that they are having issue with the transparency part of this; asked if we know of every transfer that occurs. Bury said there have been a lot since the beginning of the year; could report back on all the changes; but we still need the funding in the right account to finish out the year. Angelou said when we aren't told something, then we don't know it, which makes it hard to explain to people when they are responsible for the money; just wanted to bring that forward, but she can see what Bury is doing. Bury said this used to be done twice per year but did not do a mid-year projection this year.

Schnetzer stated that this is the opportunity to ask about this; there are

monies that have already been appropriated, maybe from an efficiency standpoint, as opposed to moving it back and doing a supplemental, that this makes sense; maybe because I'm familiar with the inner workings of government accounting, does not have a lot of qualms about this; it's being presented and we are asked to authorize the transfers; contends that the motivation is to be a bit more efficient. Bury confirmed that it was an accurate characterization of the request. Schnetzer stated that he has no issues.

Renner asked if moving the funds from one account to another, in the grand scheme of things, if these are budget neutral. Bury confirmed. Renner stated that he shares the same feelings as Schnetzer. McGregor said she could go along with this but would have less qualms if this was transferred within the same department; appears that parks and rec has spent the funds when they didn't because the funds went somewhere else. Bury stated that the actual expenditures are reported, so Council will see what each department actually spent at the end of the year; just moving budget. Schnetzer said in the Comprehensive Annual Financial Report, there is a section that shows this information; this is routine and common in the City and others across the country; is a standard statement.

Recommendation: Consent Agenda on 9/20/21.

[RES-0032-2021](#)

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

Bury said this item comes from the Franklin County Budget Commission, and as a result of the tax budget we filed in July; it allows them to establish our rates and distribute our 2.4 mills between the general fund, bond retirement fund, and police pension fund. Schnetzer asked if that is unchanged every year, if that's our allocation we rely on. Bury confirmed.

Recommendation: Consent Agenda on 9/20/21.

[ORD-0056-2021](#)

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION- Various Accounts.

Bury stated there are two funds, street fund and sewer operation fund, which didn't have funds available; the requested supplemental will go to overtime, which there may be an additional need later in the year; there's also a shortfall on the insurance; in the sewer fund the supplemental will cover full-time, overtime, and insurance. The second part was an analysis done over some other operation accounts; the Department of Public

Service & Engineering became aware of an amount due to the City of Columbus which was originally due at the beginning of next year, except that we switched to monthly billing.

Recommendation: Introduction/First Reading on 9/20/21; Second Reading on Regular Agenda on 10/4/2021.

ITEMS FROM THE DIRECTOR OF PUBLIC SERVICE & ENGINEERING:

[ORD-0051-2021](#) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR SANITARY SEWER EVALUATION SURVEY (SSES) SMOKE AND DYE TESTING SERVICES; WAIVE SECOND READING; AND TO DECLARE AN EMERGENCY.

Director of Public Service & Engineering Grant Crawford provided a brief recap; back in 2020 there were two storms that caused significant sewer backup; more than 100 homes were impacted; a sanitary sewer and evaluation was conducted immediately; that involves putting together flow models, as well as monitoring the flows and sewer's response; the phase one survey is still ongoing; we already have some preliminary results that showed a significant response in the sewers on the west side, primarily Royal Manor and Brentwood; there were two smaller but decently sized storms earlier this year and the sewers reacted fairly significantly to them; we would like to take advantage of the last few remaining weeks and months of dry weather and move forward with the second phase of this, which is smoke and dye testing; that finds the actual sources of infiltration and inflow of ground water and rain water into the sewers; it will point out downspouts and sump pumps, cracks and holes; things that cause rain water and ground water to infiltrate in. One of the other tasks of phase one, was determining the areas to move into phase two; phase one included 3,000 homes, and this first step in phase two is around 1,000 homes; Council included in 2021 funding, the appropriations for phase two.

Leeseberg asked if phase one comprised of putting meters in the sewers. Crawford confirmed. Leeseberg asked how long the meters were in place. Crawford said nearly a year. Leeseberg recalled the report from Burgess & Niple, the report was supposed to be concluded in eight months, per their original agreement. Crawford confirmed. Leeseberg asked why there was a delay. Crawford stated that last fall it was dryer than expected so we had to keep them there for longer to try and capture more significant events; some events were captured this spring. Leeseberg stated that we are basing all these flows off those meters; asked if there were any more water in basement events this year. Crawford said no. McGregor asked if we need to waive second reading

since we already had first reading. Clerk stated that we would need to amend the ordinance. Larick stated that the ordinance could be amended by substitution on Monday.

Recommendation: Amend by Substitution, Second Reading on Regular Agenda on 9/20/21.

[ORD-0052-2021](#)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ADMINISTRATION OF THE 2021-20223 SIDEWALK MAINTENANCE PROGRAM; WAIVE SECOND READING; AND TO DECLARE AN EMERGENCY.

City Engineer John Moorehead stated that they sought consultants to assist with the sidewalk program administration and received a number of responses from those consultants; we have elected to move forward with EMH&T as the most qualified firm; part of this contract will include them conducting an inspection of the area; part of the program will then move forward to construction of the capital project run by the city, and then follow up with that administration with legislative support to bring back to Council the resolution of necessity; will identify the properties that are in need of maintenance and then following the actual cost of work performed on each property; that will support special assessment legislation; EMH&T has completed similar projects in other areas of central Ohio, such as Westerville, Upper Arlington, Grove City, Columbus; they came highly qualified.

We have received a number of questions and would like to respond to those. One question was, why does Gahanna require a consultant to do this work. We have project managers and project administrators on staff, we have inspectors on staff, but they key reason is that we do not have people on staff who could run both this program and the city street program concurrently because both are operated in the same construction season. The street program occupies 110% of their time during that period. EMH&T has been doing this for years in other communities and as we launch this program, we may at some point learn to do it ourselves; have staff trained to do it ourselves; it may make financial sense; starting out we need assistance launching the program; in the foreseeable next couple of years, does not believe staff can do this.

Another question was why were there two exhibits that were not included when it was first brought forward on August 23; there was an hourly fee and terms and conditions; it was inadvertently left out as the document was sent to legal for review and passed around, they were removed from the original PDF at some point; was an oversight and have since been provided and are attached tonight.

One thing that has caused confusion on this is that this is a three-year contract with options for extensions; it is titled 2021-2023, and there's a fee and scope of work associated with the 2021 sidewalk maintenance program; the extension clause for this allows the contract to be extended onto future years up until 2023 or completion of the 2023 program. The process of the program will work like this, in year one we'll do 2021; EMH&T will do inspections, provide mailers to residents, we'll begin the legislative process of starting a sidewalk program; in year two of that same 2021 program, construction will occur through the city administered construction project; they will be on site inspecting and administering that construction phase; in year three of the same 2021 sidewalk program they'll do a warranty review so all work that was constructed in year two they will re-inspect to verify that the work held up and the contractor who installed the sidewalk can be paid their full amount. Each program area includes three years of effort; that cycle then repeats annually so that in 2022 we would bring forth a 2022 sidewalk program area, but also in 2022 we are constructing the 2021 sidewalk program. There's a bit of an overlap that occurs; the fees you see are based on the 2021 sidewalk program that does work in 2022 and 2023; the fees in this agreement is the totality of fees for 2021, 2022, 2023; the consulting work associated with the 2021 sidewalk program.

Larick asked that assuming the list in 2021 happens to be the same list in 2022, is the 2022 spend the same as 2021. Moorehead said no; if you note in the fees section of the contract, the fees are negotiated for the scope of work that gets defined in the future years, so the fee that you see, that's the only fee being authorized in this contract, is the 2021 listing of streets. Future program areas, as they are defined, will be negotiated for those services based on the area that gets defined and the hourly rates that EMH&T has for the following years. It's fairly routine for consulting firms to update their hourly rates on an annual basis.

Larick said he is trying to simplify; assuming they don't change their rate and assuming the footprint is the same, will the cost be the same. Moorehead confirmed. Larick asked if the \$73k spent for this in 2021 essentially mirrored 219 properties, in 2022 the totality of cost is the same, just assuming no change in rate. Moorehead confirmed.

Leeseberg stated that he recalled when this program was proposed 3-4 years ago and then brought back last year, it was discussed that it would take approximately 15 years to complete the entire city; then we were told it would take longer because we could not do a 15th of the city in the

first year; assuming this is half of a 15th of the city, and if we get the whole 15th up and running next year, it would be realistic to double this next year. Moorehead stated that the request for next year's sidewalk program is \$1.2m; is has been appropriated for the 2022 Capital Needs Assessment budget; \$500k was appropriated for the 2021 year; the request for next year and years beyond is for a 15 year program; what was appropriated in 2021 is for the 219 properties; those parcels were directly related to the federal government's civil rights inquiry. Leeseberg stated that the proposal is for 235 properties, not 219. Moorehead confirmed; that is based off lane miles. Leeseberg asked if that's 235 parcels that we know have a problem. Moorehead stated those are in the area. Leeseberg reiterated that those additional parcels may not have a problem; asked if they will adjust the proposal based off 219 instead of 235. Moorehead stated that the fees in this program are summarized as a lump sum per task and will not exceed the amount based on 235 parcels; their hourly fee is based on services rendered and in Exhibit B; if there are opt-outs of the program and therefore a reduction in parcels, then the fees would go down.

Leeseberg asked Renner if he ever had a consultant give a "not to exceed" or "not to use at all". Renner stated that it was a tricky question; if you manage it and manage it well, then you don't actually get those numbers. Leeseberg stated that we won't be managing the program. Renner stated that Moorehead would be. Crawford confirmed that they would be managing the contract.

Bowers stated that a lot of what was presented has helped her understand; said that it appears that the 2021 program is actually a three year program where it takes three years to implement; if we start a 2022 program, then that would also take three years to implement; Moorehead confirmed. Bowers asked about the other communities that were referenced before, how many years did they use EMH&T; how long do you expect for us to incur this cost before it could realistically come in-house. Moorehead stated that Westerville continues to use EMH&T; they have an onsite staff member who manages their sidewalk program, although they still rely on EMH&T; we may go that route or take a different route; it may not be economical for us to do that; we would have to pay salary and benefits; EMH&T has been assisting Westerville for a decade or longer; Mayor Jadwin stated that each community is different, with different revenue sources and staff needs; comparison will not be apples to apples. Bowers stated that's why she was asking about a variety of communities; but can be evaluated from program year to program year; could choose which types of services we may need. Moorehead

confirmed.

Schnetzer stated that he had two questions for clarification; EMH&T has done precisely this kind of work in other communities, not just "kind of" this work; Westerville's program is what Gahanna's is modeled after. Moorehead confirmed. Schnetzer asked about the duration of the program, last year when looking at funding projections, there was a discussion about the best guess estimate of taking 15 years to catch up; considering we are at \$500k now, construction of that starts in 2022, then the forthcoming budget request for next year will be \$1.2m, in December; that's a 15 year run rate, which is about 15.5 years. Moorehead confirmed.

Larick asked about the typical cost per foot. Moorehead said that it's usually measured by panel; which is usually a 4'x5' section; to replace that ranges from \$250-\$300; a repair of a panel can cost between \$45-\$75 per sidewalk. Jadwin asked Moorehead to refresh them on how we adjusted the expected cost. Moorehead stated that when they initially prepared the program they did mirror some communities for the types of repairs that they use; they engaged a consultant to repair some sidewalk in front of city hall to evaluate whether or not that was a good use here; after receiving their cost assumptions for a program of a scale that we are seeking, we were able to revise the annual cost of a 15 year program down from \$1.6m to \$1.2m.

Larick stated that what he is trying to get to is an understanding of overhead costs; what he sees here is all an overhead cost because it does not actually fix anything, but rather all the work with identifying, notifying, following up, inspections; there are 219 parcels; do we have an understanding of after the assessment that's been done so far, do we have any idea of how much of this is bad and has to be taken care of; is it 100% of the list. Moorehead stated that they made an assumption that 30% of the sidewalks would need repaired or replaced, so it's safe to say that every property in this program area could have at least one area that required maintenance. Larick asked if he is saying one panel. Moorehead said one panel for each property. Larick asked how big a typical property front is. Moorehead stated that in the city the average is 90ft per frontage. Larick said that would be in the realm of \$4,500-\$4,800; cost of repair would be \$1,500; that's roughly 20%. Moorehead stated that the initial estimate was 25% in overhead administration cost. Bowers stated that she calculated \$335 per parcel for the 219 properties.

Leeseberg stated that 30% of the 219 parcels would need repaired; so, you take \$73k and divide by 67 parcels. Larick asked Moorehead for confirmation. Crawford stated that it would be 30% of all panels but 100% of all parcels. Moorehead stated that we do not pass on administrative cost to the resident. Larick stated that it is the case for any other inspection. Moorehead said this is not unlike any other utility or capital maintenance needs; the City is federally mandated to maintain sidewalks; it will cost money to have a contractor do the work or pay staff to do it, but either way it costs money to do the work. Larick asked if we are federally mandated to fix the sidewalks, or federally mandated to ensure the sidewalks are maintained. Moorehead stated it's the latter. Larick stated that it's the property owner's direct responsibility and our responsibility to oversee and look for any issues or problems. Angelou stated that the other part of this is that the person who is doing the work will be paying for it. Larick stated that he supports solving a problem; supports assisting our citizens without getting hit with a significant cost in a negative moment; because no matter what it will be a negative moment when someone approaches a resident and informs them that a repair needs done and it has been there for some time; I support finding a solution; at the same time, is trying to justify; we have a need to get caught up; we are looking at a new norm that has an additional cost; at the moment the perspective is this will take three years and potentially three more years; feels as if we are adding an extra cost in perpetuity; trying to solve that; this should be routine in business; it started with a means to helping citizens afford the fix they are already obligated to do.

Jadwin stated that in the last 20 months, Council wanted a sidewalk maintenance program; we worked for the past 15 months to create that program; at this point we are proposing a contract to implement the program; at some point we would have to add administrative cost because we would have had to add staff; we have just heard that Westerville hired a full time staff person to manage their program; the administration is tasked with getting a program up and running; we can either hire someone or contract it out; we can never do that for \$73k; we could engage a consultant who has the knowledge and has done this for other cities; the program has already been adopted; we need to figure out the best way to implement it. Larick can support a one-year contract and support renewals, but nothing beyond that.

Renner stated that he appreciates the clarification; better understands what happens within those three years; when looking at the proposal, trying to understand that the \$73k is spread over three years. Moorehead confirmed. Renner asked if Moorehead could explain the types of tasks

and in which year they would occur. Moorehead stated that tasks 1-2 are kick-off tasks and can be used for all future years and would occur this year; 3-5 are inspection phase for the first year; 6-8 are during construction phase during year two; task 8 inspection will lapse into year three; majority will occur in year two of the program; the legislative support will occur in years 1, and two, potentially year three. Angelou said in year two, it has year two and year one of the next grouping; there will be things going on constantly; in the third year, the first one drops off. Moorehead confirmed. Renner asked if the sum of year one for 2021, will EMH&T be utilized. Moorehead confirmed. Renner asked when the 2022 program starts. Moorehead stated that it starts in 2022, but that is year two of the 2021 program. Jadwin stated that in 2022 they would be doing construction for the 2021 program and conducting inspections for the 2022 program. Renner asked if this request will cover those activities. Moorehead stated that was incorrect; the 2022 inspection would be negotiated as a separate fee. Renner said an entity would need to come in to assist then, unless they were able to learn how to do this. Moorehead stated that this contract allows for an extension to do the 2022 work.

Renner stated that he is in support of the 2021 program as defined; not in support of any kind of extension; we need to be able to use this to learn; fully understands getting contractors to assist, but there comes a time when we have to start learning to do it ourselves; if additional staff is needed, come budget season, ask for more staff; it keeps getting referred to as a contract, but what he sees is a proposal with terms; is there another document or can the city attorney speak to that. City Attorney Ray Mularski stated that it is a proposal; the City Council approves bids and proposals, but the City Attorney approves contracts; once Council approves these proposal terms then I would approve the contract that the Mayor will then sign; lots of time the contract is attached, but it doesn't have to be, just the proposal. Jadwin stated that this proposal has the terms and conditions included; to the extent that Council has issues, there is a termination provision, and can be terminated upon ten days written notice.

Angelou stated that what she gathers from Renner's comments, he is proposing to agree to 2021, but not move on to start the 2022 program. Renner stated that is not what he is saying, that we would need another proposal for the 2022 program. Moorehead confirmed and said we would need to refresh this agreement to include the services for the 2022 program. Angelou asked if there would be another \$73k for the next three years. Jadwin said each one year of a sidewalk program would be \$73k.

Leeseberg stated that is for 219 parcels. Jadwin confirmed.

Angelou asked if they were paid at the beginning. Moorehead said they are paid as the work progresses, not at the end. Angelou said that 2022 starts before 2021 is done; by the third year of the first program year there will be three programs running consecutively. Leeseberg said that we need to pay them every time we get a new three-year contract; so potentially the three-year contract could double; the \$73k will not cover double the amount of sidewalk. Angelou asked what happens when we are midway through the first year, we can't cancel it. Leeseberg and Bowers said that Renner suggested moving it in-house. Angelou stated that regardless, we will continue the program, whether it's EMH&T or in-house; that was her point, that it would get finished; they should be able to do more than the one thing; is it going to take that long to do the 219 parcels; is it going to take one year to come up with the plan for that amount of parcels. McGregor said that's for this year, they will take the rest of this year to come up with the plan for the 219 parcels; then next year they will identify more properties. Angelou said she still does not see how it will take a whole year to work on those parcels.

Larick asked for confirmation that the contract for this, that entire three-year process, is just for the 219 parcels; asked if next year a new contract will be requested for the additional 400+ new parcels. Moorehead stated that the contract has a provision to extend. Larick said that "three years plus years" is not clear; would expect that the contract for 2022 is brought back to Council, with explanation of what happened in year one, here's what we are expecting to happen in year two for year one, and here's why we need this for the next round. Moorehead said he understands the concern that we are going to get into a long-term contract; the scope of work necessary to do this doesn't change; the work required to operate the program is included in this agreement; we could bring a contract back in 2022 but we will have the same conversation; doesn't understand what we would have different in the year two discussion, unless it's city staff doing the program. Larick said that's the point, it is the unknown; we have an emergency request for something that is critical to be done at this moment, but it's for a contract for six years; for 2022, let's review the 2021 program, do the costs still make sense; there's nothing in here controlling costs and it says EMH&T can adjust their pricing; we are not locking in costs, we are locking in scope; is ok with the 2021 program, anything outside of that is part of a new discussion.

Schnetzer stated that the city is required to respond to a federal

complaint; that is year one, will call that program A; spans years 2021-2023; the city does not have expertise at this time to administer the program; as the program years begin stacking up, and we begin to manage three program years in one calendar year, the overhead will be over \$100k per year; then perhaps it may make sense to explore bringing in city staff to move some of the overhead in-house; asked if that is a reasonable hypothetical. Moorehead agreed. Schnetzer said he would like to come to a consensus that we should move forward with program year A; as things progress, explore other options as the overhead increases and scale increases; that seems to be logical path forward. McGregor asked if one year is going to be enough to know, or if two project years would be a better example; seems that one year won't be enough to know what they need to do; perhaps 2023's program year is when we evaluate since this year is a partial year. Jadwin agreed; said that was her concern; need to see what happens in each of the phases; would submit to two years of sidewalk programs; would be enough for us to try to understand what this entails. McGregor said it's a three-year contract with three separate year renewals; appears that this is four years. Jadwin stated that she had that issue when reading the contract; if the 2023 program starts with inspections in 2023, construction in 2024, warranty review in 2025, those are your extensions or until the 2023 program is complete.

Larick said what he just heard was that the entirety of this contract is for the three years that make up the work needed for the 2021 list of 219 parcels. Moorehead confirmed. Larick said the expenditure, rough numbers for 2021, 2022, and 2023, in their entirety, become the \$73k; not \$73k per year. Moorehead confirmed. Larick said he's ok with that; which means in 2022, a request for proposal needs to come back to Council for whatever is pictured as the program beginning in year 2022. Moorehead said you could expect that to occur much earlier in the year; would expect the program to come forward during first quarter of the year; requesting that through this agreement; timing of seeking proposals is lengthy; does not foresee a change in agreement or change in consultant.

Bowers stated that if it has taken three attorneys to be confused about this proposal, in terms of the scope, would ask that our contract language be much clearer; is comfortable with two program years; agrees with McGregor on this that it makes sense; would like to see by 2023, more of the work done in-house; as a matter of principle, believes that we should pay staff time and benefits for the work they are doing for us; asking for it to not be this complicated; clearly seems that this proposal is for three

program years; that is the push back from Council; we need to be sure that we are not bound into a nine-year contract, which is what this looks like. Mularski stated that it would only be a five-year contract because 2023 would be for two years after that; the way Council can address that is through the budget; unless Council budgets for this in 2022, or budgets for it in 2023, then it's not there. Larick stated that unless they obligate themselves to it. Bowers said that realistically they budget for a department, for an overall program, not for a contract; realistically we can't do that. Mularski stated that they did this year; it was cut back to \$500k. Bowers said that was for a total sidewalk program, including this contract; we really don't have that oversight through the budget.

Angelou asked how much it would cost equipment wise, if we took over the project; asked if we would have to buy cement trucks. Council members stated that none of what is in this is construction; EMH&T is not building the sidewalks. Jadwin reiterated that this is for the administration of the program. Leeseberg stated that one of the questions he sent administration last week is are we passing this along to the resident; believes the answer is that we are not; but why aren't we passing it on to the resident because it is their responsibility; asked why someone in this program area gets the benefit of us hiring a contractor for \$73k this year, \$150k next year, for free for somebody doing it on their own; wondering if other municipalities pass this management on; we charge permit fees, which does not cover all staff costs, but we are recouping some money; additionally, if construction will begin next year then we are going to incur hourly costs this year for the construction next year; we are fronting the cost of the concrete, we are paying entirely for the management, and they will get a three-year 0% loan; all for a panel that may cost \$250; does not believe that the \$73k is unrealistic; is a reasonable rate; but why not pass that along to the residents. Jadwin asked if this were done in-house would we pass on that staff time; tracking our hours. Leeseberg said that we instituted a program for rental registration and inspections; hired inspectors to do that, and it was self-sustaining. Jadwin stated that was not self-sustaining and had to be revamped. Leeseberg said that's not why it was revamped; was proposed to be self-sustaining. Jadwin said they could not charge enough fees to be self-sustaining. Leeseberg said it was punitive to some but not to others.

McGregor asked if a permit is required to have the sidewalk done if opting out of the program. Moorehead confirmed but said it was a free permit; is a right of way permit through Public Service & Engineering; if they are opted in then no permit is required. Bowers stated that residents pay taxes through income tax, property tax, and some of that does go

through to the City, but the other side of this is that it has to be somewhat collaborative; some communities are not passing along any cost to their residents, and if we were in a financial position where we could consider that, would love to; sees this as us splitting the cost with the residents. McGregor asked if this proposal could be changed to two years, so that we would come back in 2023. Moorehead said future program years would have to be re-negotiated. McGregor asked if they would have to come back to authorize an extension. Moorehead said he doesn't know that they would. Leeseberg said there's still a fundamental question of do we fund the management of the program.

Larick said there's a variation of what people are ok with; personally, will accept a first-year plan; could potentially be a charge back; an evaluation of the program; but not part of this agreement. Mularski stated that he had to advise Council that if they pass this, then administration does not have to come back every year to ask to pass another one; if it would pass and it was in the budget then they would not have to present it; although they should since they brought this forward. McGregor asked if they could change it to two years instead of three. Mularski stated that he believed so. Crawford said they would have to go back to EMH&T. Larick said the terms would need to be changed. Moorehead said the extension clause would have to be reduced. Bowers said she does not read it that way; where she has a problem is with ambiguity with how it identifies on pages 1 and 2, and ambiguity in the extension clause; wants clarification from EMH&T on whether they are entering a three-year contract. Mularski stated that we are not entering into a contract by this vote; that contract will be approved by him; if Council, as clients, directs him on how they want the contract to read, then he will take that to EMH&T. Bowers stated that if it's voted on as proposed, then they are saying that whatever has been worked out between administration and EMH&T is fine by them.

Jadwin stated that nothing has been worked out; they completed an RFP process, a request for qualifications, and brought forward the results; this is a proposal and not a contract. Mularski stated that they are authorizing the Mayor to enter into contract; state the terms and that's what will be in the contract. Jadwin asked if it could be amended. Mularski confirmed. Bowers asked if EMH&T would need to agree to that. Crawford said they would need to ask but would assume they would agree. Mularski stated that they had the right to not agree to the new terms. Leeseberg stated that they don't have the costs for the 2022 program; to Mularski's point, it would not need to come back to Council if budgeted. McGregor asked if everyone is comfortable with two years. Bowers and Schnetzer

confirmed. Renner stated that what he's hearing is a two-year, with a page of costs, but does not know how much it will cost because they don't know how many parcels they will have, etc.; does not have answers before him. McGregor said it would be for one more year, program 2022. Crawford said it would be based on Council's approved budget; if the full budget is approved, then it would be larger; would have to be renegotiated. McGregor said the rate could go up. Larick said the only thing the contract will hold is the activities of work, cost is not controlled, scope of properties is not controlled, the way this is written. Jadwin stated that Council will have to approve the 2022 program area; could reduce program area size. Larick asked why not bring the whole thing back. Bowers said the resolution authorizes the mayor to enter into contract for the administration of the 2021-2023 sidewalk program; it's authorizing the three program years; wants to be careful that we are either going to amend this resolution based on the will of Council or there doesn't seem to be consent of Council. Leeseberg stated that it will need to be amended anyway since they must remove the waiver of second reading.

Schnetzer said we have to move forward with year one; as far as an optional second year, there seems to be consensus that there will likely need to be a second year for internal staff and processes to get up to speed; it appears that a fee schedule is attached; is comfortable moving forward with a revised proposal that permits two years; sees no need to bring back next year. Renner said if that's the case, would ask the administration to send us what the extra cost will be for year two; as presented, does not know that information. Leeseberg said they don't have a project area yet for program two. Renner said we generally know what sized box the area will be. Jadwin said we can get an estimate. Crawford confirmed. Moorehead said they could work with EMH&T to estimate the scope. Renner stated that's fair. Mularski said a section could be added that says something along the lines of "The Administration shall present to Council, an approximate cost for the sidewalk program for year 2022 as soon as available" and then amend from 2021-2023 to 2021-2022. Larick said with caution that anything we just talked about has to be rewritten to the legislation we are going to vote on or pass, whether that's tonight or in the future; some work has to be done to make that proper and correct. Leeseberg stated they must also have time to review it. Larick said that his point is not to vote and then update some things; the legislative action needs to be written as expected. Schnetzer thanked his colleagues for moving forward with this. Leeseberg asked for confirmation that the \$73k was already budgeted and not new money. Bury confirmed.

Recommendation: Amend by Substitution, Second Reading on Regular Agenda on 9/20/21.

[RES-0033-2021](#)

A RESOLUTION ADOPTING THE 2021 SIDEWALK MAINTENANCE PROGRAM AREA.

McGregor stated that this resolution includes what they were referring to previously, about picking the sidewalk program area. Moorehead stated that this is the 2021 program area; showed an image of the proposed area; includes 219 parcels; follows Highmeadow Drive; based off the federal civil rights investigation; needs immediate maintenance; we did budget for the construction and administration of an area this size; the follow up process would be to enter into an inspection of these parcels; then prepare for notifications for those property owners. Angelou asked if that's eight streets. Crawford read off the streets: Highmeadow Dr., between Morse Rd. and Brookhill Dr., Maybank Ct., Granfield Ct., Paddington, Ashwick, Ashburnham Dr., Empire Dr.

Bowers asked how the program area will be determined in future years. Moorehead stated that it will be based off previous years' programs; in those locations the city has already improved the crosswalks on the streets so that they already have accessible ramps and crossings; estimated back to the 2012 street program to estimate what future work would need done; would work on bid prices for previous years' program; plan to complete as many as possible within the budget; then present to Council.

Schnetzer asked if someone had their street redone in 2022, they could expect sidewalks to be repaired, constructed, or examined in 2023. Moorehead stated that if the roadwork was done in 2022, the sidewalks in that area would likely not get done within the next five years; we are going backwards in time to previous street programs and catching up to the current ones.

Recommendation: Consent Agenda on 9/20/21.

[RES-0034-2021](#)

A RESOLUTION CONSENTING TO OHIO DEPARTMENT OF TRANSPORTATION'S CONTRACTOR TO PERFORM WORK ON FRA-317-16.68 STRUCTURE (SFN 2516632) OVER BIG WALNUT ALONG WITH OTHER ASSOCIATED WORK WITHIN THE CITY OF GAHANNA.

Moorehead stated that this is to authorize the Ohio Department of Transportation to operate a project within city limits; is consent authorization; for a bridge over big walnut creek over Tech Center Dr.; will resurface the deck; we received this in June but followed up to find out what the scope and plans were; lanes will be closed and traffic shifting for the work to be completed; ODOT is requesting to use right of way; no cost associated or staff time required.

Recommendation: Consent Agenda on 9/20/21.

C. ADJOURNMENT

Meeting adjourned at 8:52 p.m.