



City of Gahanna

Meeting Minutes

City Council

200 South Hamilton Road
Gahanna, Ohio 43230

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

April Beggerow, MPA, CMC, Clerk of Council
Council may caucus at 6:45 p.m.

Monday, February 15, 2021

7:00 PM

Virtual Meeting

Meeting Call-in Details:

513-306-4583,

Conference ID: 140 332 630#

Hearing of visitors - email your request not less than 1 hour before the meeting starts to:
april.beggerow@gahanna.gov

A. CALL TO ORDER

Gahanna City Council met in virtual session on Monday, February 15, 2021, via Microsoft TEAMS. President of Council Brian Larick, called the meeting to order at 7:00 p.m. Vice President of Council, Nancy McGregor, delivered an Invocation followed by the Pledge of Allegiance. Agenda for this meeting was published on February 12, 2021.

Present 7 - Jamie Leeseberg, Stephen A. Renner, Michael Schnetzer, Brian D. Larick, Nancy R. McGregor, Karen J. Angelou, and Merisa Bowers

B. ADDITIONS OR CORRECTIONS TO THE AGENDA.

C. HEARING OF VISITORS.

Carroll Hoffman, 279 Highmeadow Drive: Mr. Hoffman spoke in regards to transformers that are in backyards. He said he spoke to administration back in August and presented documents that have been emailed to Council. He witnessed someone being hurt by them some time ago. Back in 2020 a neighbor was having a fence put in and Mr. Hoffman spent some time in their yard and noticed that there is a decal on the box that notes that there needs to be a 10 foot clearance and 3 feet all around. He said he checked and got documentation from them on maintaining the clearance on the transformers. They call for things not to be set on top of them as well. He provided links and sees the need to

change our code in several locations and would like Council to consider changing the code to incorporate changes for the sake of safety.

D. PUBLIC HEARINGS:

- a. [ORD-086-2020](#) ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF GAHANNA ADOPTED BY ORDINANCE 198-96 ON NOVEMBER 19, 1996 AND AS SUBSEQUENTLY AMENDED: Changing the Zoning District of a 14.4 +/- acre parcel located off of Hamilton Road PID# 025-013767 from Select Commercial Planned District; to Limited Multi-Family Residential Development; Larry Canini, applicant.

Administration:

Mr. Blackford presented an overview of the legislation. This will have to go through Planning Commission for design review should this be approved.

President of Council Brian Larick opened the public hearing at 7:12 p.m.

Proponents:

Mr. Hodge, Underhill & Hodge on behalf of Larry Canini and the Buckles Family: Mr. Hodge shared that this is a targeted development site and this rezoning is one piece of a larger puzzle for the property. The development proposed will be a catalyst to bring overall development that is desired and identified in the city's Comprehensive Plan. Multi family, hotels, office, a community park ***. The acreage for multi family have been reduced from 17 acres to 14. These past months, we've listened to constructive criticism and made adjustments as suggested to allow for more property to be developed for other uses. Deed restrictions will be put in place so that a minimum of 4 of those acres will develop with office for professional use and there will be no future rezoning request for multi family living use (or senior living). This is a discussion for land use and implementation of a first step to make all of the other things happen. The discussion for economic development has started but is not on the agenda tonight or for a short time to come. This is a discussion on land use and the fit with the Comprehensive Plan. This legislation is before you with unanimous recommendation from the Planning Commission comprised of professional members in the field of architecture etc... it has the support of administration and outside legal counsel.

Opponents:

Brenda Hoffman 279 Highmeadow Drive said that this is another intended use for Casto and unless we can clean up with code enforcement with Casto, she is completely against this.

Rebuttal:

Mr. Hodge replied that he wasn't sure of the issues with the Casto organization, but they're locally owned, family run and regarded as being one of the best of the development world all over central Ohio.

Public comment closed at 7:24 p.m.

- b. [ORD-085-2020](#) ORDINANCE TO GRANT A VARIANCE APPLICATION TO VARY SECTION 1109.08 - PUBLIC AREAS, OF THE CODIFIED ORDINANCES OF THE CITY OF GAHANNA, FOR PROPERTY LOCATED OFF HAMILTON ROAD; PARCEL ID NO. 025-013767, CURRENT ZONING SELECT COMMERCIAL PLANNED DISTRICT; PROPOSED ZONING LIMITED MULTI-FAMILY RESIDENTIAL DEVELOPMENT; CRESCENT AT CENTRAL PARK; LARRY CANINI, APPLICANT.

Administration:

Mr. Blackford presented the legislation. This is a variance request. The applicant proposes 34 acres of off-site recreation. Staff supports this variance. In addition to the off-site recreation, 15% of the onsite acreage will be open space in addition to the off-site recreation space.

President of Council Brian Larick opened the public hearing at 7:27 p.m.

Proponents:

Mr. Hodge, attorney for the applicant said that the objective behind this is to make sure those residing in this facility will have recreational opportunities that will be supplied by the park. We believe this project will be a catalyst to development for the community and there is more discussion to come on the economic development side of things.

Opponents: None.

Public hearing closed at 7:31 p.m.

E. CONSENT AGENDA:

1. Minutes - To Approve:

[2021-0026](#) Meeting Minutes for Approval

This item approved on the consent agenda.

2. Motions:

- a. [MT-0006-2021](#) MOTION AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO BID THE INSTALLATION OF A SPLASH PAD AT GAHANNA SWIMMING POOL.
- This motion approved on the consent agenda.

3. Resolutions:

- a. [RES-0004-2021](#) A RESOLUTION ADOPTING THE DEPARTMENT OF PARKS & RECREATION 2021 PRICING POLICY AS RECOMMENDED BY THE PARKS AND RECREATION BOARD
- This Resolution adopted on the consent agenda.
- b. [RES-0005-2021](#) A RESOLUTION SETTING FEES FOR ELECTRIC VEHICLE CHARGING STATIONS AS RECOMMENDED BY THE DIRECTOR OF PUBLIC SERVICE & ENGINEERING AS PER CHAPTER 949 OF GAHANNA CODIFIED ORDINANCES.
- This Resolution adopted on the consent agenda.

4. Ordinances for Second Reading:

- a. [ORD-0001-2021](#) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR THE 2021 FISCAL YEAR WITH THE FRANKLIN COUNTY PUBLIC DEFENDER COMMISSION TO REPRESENT INDIGENT PERSONS BEFORE THE FRANKLIN COUNTY MUNICIPAL COURT CHARGED WITH VIOLATIONS UNDER GAHANNA ORDINANCES.
- This Ordinance adopted on the consent agenda.
- b. [ORD-0002-2021](#) AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION - Damage to City Property.
- This Ordinance adopted on the consent agenda.
- c. [ORD-0003-2021](#) AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION - Water Meter Fees.
- This Ordinance adopted on the consent agenda.
- d. [SR-0001-2021](#) A RESOLUTION TO THE NECESSITY AND INTENT TO APPROPRIATE CERTAIN REAL ESTATE AT 3737 HINES ROAD FOR SANITARY SEWER SERVICES.

This Statutory Resolution adopted on the consent agenda.

End/Pass Consent Agenda

A motion was made by Leeseberg, seconded by Renner, to pass the consent agenda. The motion carried by the following vote:

Yes: 7 - Leeseberg, Renner, Schnetzer, Larick, McGregor, Angelou and Bowers

F. ORDINANCES FOR INTRODUCTION / FIRST READING:

Mr. Leeseberg introduced the item in Section F.

- a. [ORD-0006-2021](#) ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH THE FRANKLIN COUNTY BOARD OF ELECTIONS FOR USE OF CITY PROPERTY AS POLLING LOCATIONS FOR THE YEAR 2021.

G. ORDINANCES FOR SECOND READING / ADOPTION:

- a. [ORD-085-2020](#) ORDINANCE TO GRANT A VARIANCE APPLICATION TO VARY SECTION 1109.08 - PUBLIC AREAS, OF THE CODIFIED ORDINANCES OF THE CITY OF GAHANNA, FOR PROPERTY LOCATED OFF HAMILTON ROAD; PARCEL ID NO. 025-013767, CURRENT ZONING SELECT COMMERCIAL PLANNED DISTRICT; PROPOSED ZONING LIMITED MULTI-FAMILY RESIDENTIAL DEVELOPMENT; CRESCENT AT CENTRAL PARK; LARRY CANINI, APPLICANT.

Schnetzer: I guess now would be the appropriate time to maybe ask for supplementary information, some lingering questions. Two of them specifically remain. I'm looking for some estimate of the maypole cost associated with this project as it relates to the school compensation agreement. Arranged or ballpark would be adequate, along with some information surrounding the source of those funds and then to the extent possible, like some information surrounding next steps. Again, this is being delivered as a master plan and yet it is piecemeal and the first step in that piecemeal approach is a rezoning. I'd like to know reasonably what happens next.

Jadwin: Sure. And I actually think the best way to respond to this would be dividing this, and actually, if Mr. Underhill is on the line, he has done some significant evaluation on the first question that Councilman Schnetzer has asked with regard to the incentives, how this would impact the city, study of the school compensation agreement, et cetera. And I actually think that he's best positioned to respond to this. So, Mr. Underhill, if you could take a pass on the first question and I'll circle back

for the second.

Underhill: Sure. I appreciate the opportunity to address this. And, you know, the candid answer about this city agreement with the school district is it's over 20 years old. It is, frankly, very poorly drafted. That's not probably none of us were here, so I'm not disparaging anybody. But I am very clear in, and I've spent quite a few hours over the past week looking through this, I think the and the answer to the question is: it depends, and that's a great lawyerly answer, but really, the the stronger answer is this is a zero dollar commitment from any funds that the city currently has or from any other source other than on this property. So the way this works is, the agreement provides for a calculation on a case by case basis, let's take individual projects within the Buckles tract. For anything that is abated, then we would provide a calculation, we, being the city and the developer, I guess, we would assist, but we would provide a calculation of how much of the taxes were forgiven to the school district. And that's the baseline starting point for a reimbursement. So let's assume for a moment that they were foregoing one hundred thousand dollars as a result of the abatement. Now, remember, underlying property value is not abated so the school district continues to collect that. In addition, the 20 percent that is not subject to the abatement here and would be subject to a TIF under our proposal, we are actually going to leave the schools whole in that regard. So in this particular circumstance, I'm saying one hundred thousand dollars is after we take all of those out of the equation. Now, what it also says is there's a minimum reimbursement amount, which is an interesting defined term in the agreement. The minimum reimbursement on an annual basis equals 50 percent of that one hundred thousand dollar value, essentially. Now, it goes on to talk about where that reimbursement is to come from. And essentially, I think there are five or six buckets from which it would come. One is from a 50 percent sharing of income taxes generated from the property itself. OK, the next thing is personal property tax collected from the development property. Personal property taxes in Ohio in the business context have largely been eliminated. The next bucket are basically either services or contributions made by the city upon mutual agreement with the school district. Those would count towards that minimum as well as counting towards the minimums any money they are actually receiving through the unabated portions of the property. So it's sort of circular. It goes back and gives you credit for that. So the bottom line is, no, there is no commitment or requirement that the city has to go to any other source other than those that I just went through to pay the school district. So in other words, you wouldn't have to look to your general fund any income taxes collected from any other source throughout the term of the abatement. And you also are not in any way guaranteeing that the school district will receive that 50 percent minimum. So it's interesting that it calls it a minimum

reimbursement amount or a minimum payment amount because there's no penalty if you don't meet it. So it's a very interesting agreement in that regard. But to put it basically the city's exposure, if you want to put it that way, is tied to, number one, how much property taxes is abated. But it's really. Having any exposure at all, because the only sources really that are going to come into play here are ones that are created from the development property itself here and not anything off site. So the way I would put it is, even if you're sharing 50/50 with the schools on income taxes, that's better than getting 100 percent of nothing, which is likely to happen without the economic development proposal we put forth. So the way I would view it as we're creating a new source of revenue. Now, unfortunately for the city, that new source of revenue, if you want to call it income taxes alone, would be half of it would be provided to the school district. But you're also getting 50 percent. I think the other thing that is probably worthwhile mentioning, even though we have this abatement in place in this agreement with the school district, as we talked about at the committee meeting, we do have and we we had a goal of creating several other buckets of money that would be available to the city to sort of, while it's not apples to apples, but they are going to be revenue sources that are not going to be shared with the school district, and those are plentiful. So I know it's a complicated question, but I think from your perspective, you can honestly say to your constituents, we're not putting anything on the line other than having to share new revenue that would be created from the project.

Schnitzer: Thank you for that background information. On the topic of the compensation agreement, I guess any agreement structure that is evidently so convoluted that it takes a team of lawyers and economic development professionals at least a week to decipher is not only a barrier to us here trying to make these decisions, but I think it's a barrier to the democratic process by prohibiting the layperson from understanding issues impacting their own communities. So clearly, this thing needs to be revisited and reworked and simplified, but we're not going to do that here. Is this thing so convoluted that it is absolutely impossible based on your client's estimates of what this project will cost to construct and the fair market value thereafter, is it impossible to provide a range for what the monies due to the district would be?

Underhill: Well, it is, but, you know, frankly, if I were to provide my opinion, I think the value created here in terms of improvements and the value associated with that in the tax revenue that it will generate on a millage basis is likely to far exceed any sharing that is going to happen in terms of that 50 percent from income taxes. But, I guess the way I would put it is you could look at it as a cost to you as the city, but on the other hand, it's money that wasn't there to begin with. Now, the other thing I'll say is I've

done work and David and I, last time I counted in nearly 40 different jurisdictions in central Ohio. And I gives a unique perspective and we have a little bit of knowledge of what goes on in other places. It is not at all unusual for a city to share income taxes like this. In fact, I'd say it's the norm where there's an abatement and I've seen anywhere from a 25 percent sharing to a 50 percent sharing. So you're at the higher end of that. The difference here and I think sort of the miss in the agreement is that typically the sharing will cap out at what was lost by the school district. So while they may be worse off, they're not going to be any better off. And here we have no maximum ceiling. But I think in the event that we would exceed that ceiling in terms of reimbursing the schools through income tax revenues that are much greater than the real estate taxes that have been abated and enters into that calculation where we are all big winners here because that's going to be a ton of jobs and a ton of payroll tax. So, you know, I think as jobs are created and income taxes are collected and as those numbers get higher, everybody wins.

Schnetzer: Ok, the bottom and the bottom line answer here is that the revenue stream is limited to those that are generated by the project, right?

Underhill: That's correct.

Schnetzer: OK, thank you.

Larick: Before there are other questions, I want to clarify, something just to make sure I'm following. The first item you said was payroll. As a residential property, does that include income tax collected from residents who work within the city? It will be impossible to calculate, that's why I'm asking.

Underhill: Well, yeah, in terms of the residential, I would say that I mean, inevitably there's going to be some people who maybe work in another community and maybe that's a I can't remember with the recent changes you've had with your income taxes, how credits are given.

Larick: Essentially, let's assume a person lives in the facility and works in the city. Just in this example. Is that somehow split and directed to this?

Underhill: Great question. The way that Ohio law works is you are taxed based on your location where you work. So if you had a situation where the person worked in Gahanna but also lived in this community, in my opinion, that would not be a source of revenue for reimbursing the school district. That money was derived from another location off of this site.

Larick: Off the site. OK, and then the other one just again for clarification, is contribution. You mentioned three things. The payroll item. I don't remember the name of the other one that you said essentially it's not in effect in Ohio any longer. And then the third one, what I noted was contributions by city and looking for clarification of that.

Underhill: And I'm going to try to pull this up really quickly so I can provide it to you verbatim. So it says that that 50 percent minimum here, again, which isn't guaranteed, can be paid through the personal property tax, which is what I said really largely doesn't exist anymore. Or it can be a credit can be given towards it based on the dollar value only as mutually agreed by the city and the school district of any contributions made by the owner of an abated project to the schools. So let's assume for a minute maybe we had a big office building here and they wanted to be a good corporate citizen and they wanted to throw fifty thousand dollars at the schools. That would count towards your credit. But that's obviously voluntary and probably not likely, frankly. Also, it talks about a credit for the dollar value only as mutually agreed by the city and the schools of any contributions made by the city to the schools or services provided by the city to the schools. So in that case, it would require this council's consent in order to make that contribution, which obviously, given that you're already sharing 50 percent with them, you're not going to do that if you know, if you're financially reasonable.

Larick: Back to the 50 percent. So what I heard is there is no payroll, so that doesn't get split off to go to the schools. There is no personal property tax in Ohio at this time, effectively, so that is not any type of arrangement. And then the third item contributions by city, at least that's my note, those are only by approved agreement. And if that agreement doesn't exist, then there is no payment.

Underhill: That's correct,

Larick: And there is no arrears or any accumulation over time or anything like that either.

Underhill: That's correct. And I would say and I think Mr. Larick, where you're kind of going with the question is let's take the multi-family in particular. While there will be an abated amount of money, there may be there may be very little income tax coming from it to share. So you're not forced to go off of the Buckle's tract and find that money anywhere else. So in that case, the schools are really, that's not a winner for them right. They're they're not going to get anything back on that one. Where they're going to get their money back, is on the other more job producing sorts of development.

Larick: Ok, thank you. That helps from a clarification standpoint. Any other questions by Council?

Mularski: I just wanted to make one clarification. I have agreed with everything Aaron has said. Me and two other attorneys and the Mayor and Jen Syx have been meeting for about the last three days, trying to figure out to make sure we got answers to your questions. One of the things that Mr. Underhill said, that which I agree, it does not put a limit on the amount of the reimbursement to the school. I believe the state law, and we're looking into that right now, would limit that, even though it does not in our agreement limit it. I don't think by state law they can get more than their one hundred percent. That has kind of been part of the problem that we've had in the past. We've been paying them more than 100 percent on some of the other CRAs, and it's one of the issues we're looking into. So, I do agree that it does not specifically say they are limited to up to one hundred percent of their total reimbursement. But I do not think that they're eligible for that. They cannot get more than their one hundred percent. That's the whole purpose of these agreements. We reimburse them up to what they would have had. That's the purpose. But to give them more than that just doesn't make sense. And I believe it's probably against state law. But we are looking into that. And I cannot give you that exact answer today. That was the main thing I wanted to point out. But I would say that I thought that Mr. Underhill gave a very good explanation of how this works. It is strictly limited to those four issues, those four buckets, if you may, as to where we would pay any funds out of it doesn't come out of any other funds that the city may have. Only those four buckets all associated with this. The one thing that is very unique is the services provided to the school by the city. Now, this does have to be agreed upon. However, I can only see it working in the city's behalf. This is us providing them services as opposed to providing the money and the services would be set at a certain amount. And therefore we get credited for that amount of money. So that is, I think I believe, number three on that list there. So those were just a couple of the comments I wanted to make on what Mr. Underhill had said.

Bowers: Help me understand this, Mr. Mularski, Mr. Underhill, because what you're saying sounds to be very different from what my understanding of the way the compensation agreement works, in particular with this abatement. So my understanding is that this this, CRA is 80 percent abated for 20 years. And the compensation agreement requires that the city compensate the school district for 50 percent of what the taxes that they would have gotten on the full new value of the property.

Underhill: Well, Miss Bowers, first, I want to make sure that we're all clear that the 10 year abatement is not not 20 so 10. In fact, state law wouldn't allow it to go to 20 anyway. But, the way I would put it is the the term used in the agreement where it's a minimum payment to the school district is interesting nomenclature in the fact that there's no teeth to that. It doesn't say if the four sources we pointed out are dried up, but you need to look elsewhere. So there's a minimum there, but it doesn't guarantee in any way, shape or form is going to be met. So when the well runs dry on all of those four buckets, which inevitably it will, that ends the minimum reimbursement for that particular year.

Bowers: So I guess I understand that. And thank you for the clarification on the term of the abatement. The issue, I guess, then, for me is that of the of these property taxes, the 20 percent that's not abated and the base value of the property, the city retains some of those tax dollars from property taxes. Wouldn't the city that have to pay the school district some of what it would have normally retained had this not been an abated area? And if you don't have an answer to that, that's fine. I guess what I'm just really concerned about is that, this to me sounds like we are getting extremely deep in the weeds with interpretation of a contract. And we have seen how that has burned us before as a community. And so I am having some extraordinary discomfort with with where this conversation is headed.

Underhill: Well, I'll say this, that, you know, Mr. Malarky and I and Yaz, who I don't know if he's on here, your outside counsel have, I believe, reached the same conclusion independently? I have not, other than to throw questions back and forth through emails with either of those gentlemen. In fact, with Yaz, I don't think I have it all on this case. We haven't sort of led the horse to water. We've all gotten to the same conclusion in our own way, which I think should give everybody confidence that we're reading the document in the proper context. And I have no doubt that I'm reading it properly. Ray can speak for himself. What I'll say is inartfully written, but I don't think it's inartfully written in a way that you can't, you know, everything when it's written, especially if something is twenty five years ago, it has its own context. Part of the problem is we didn't have the context in which it was written to really give us the background on it. So I think that was my struggle to get to my conclusion. But here again, I think we've all reached it in a different way, which should give you some comfort.

Bowers: This is I apologize. I know that this is absolutely not the ordinance that's pending before us, but I certainly think that this warrants further discussion and further consideration.

Mularski: Please keep in mind that that's what will happen. None of this happens without further council approval. And that's that's the whole key. This is just the zoning issue as far as what happens with any TIF money. Keep in mind, it's also a non school TIF and so they're not affected by that or what happens with the the CRA agreement only happens later on. Only if this gets developed, this doesn't get rezoned, then none of this even comes into play. But if this does come into play, we deal with it all later. We and, you know, it's not we're not setting it in stone right now that will be dealt with later.

Underhill: The one good thing Ms. Bowers about this agreement is that it is very short. So we could sit frankly at a committee meeting and go through it line by line and not be here until 3:00 in the morning. So I believe if given the opportunity to do that, once we get through this process, that Ray and I and Yaz if he's also a part of it, can walk you through the analysis and get you comfortable.

Bowers: I would certainly appreciate that, I think to clarify, the concern is that once this zoning is approved and this development moves forward, that the abatement is guaranteed the way the CRA is written. That's my understanding.

Mularski: But the money isn't guaranteed. The money only comes out of those four pots. I mean, the abatement is guaranteed, but as Mr. Underhill said, it's only 50 percent if the money exists and that that's what Yaz and I came to the conclusion as well.

Underhill: To the extent there is any hesitancy about a vote tonight in sort of relying on what's being represented on the economic side, I mean, I'll be as frank as I can be that if you vote on this and we don't get the economic development deal, this whole thing probably doesn't happen anyway. So, you know, I don't think a vote tonight is painting anyone into a corner. It's the first of many steps.

Jadwin: If I could speak to that. Actually, Aaron, I was just going to say the same exact thing. So, again, to remind council tonight, the issue before you is the rezoning that was approved by Planning Commission.

Larick: At the moment we're talking the variance.

Leeseberg asked, if there's a 10 year cap on an agreement like this, why is our school agreement in perpetuity?

Underhill: Yes, so what would happen, Mr. Leesburg, is that each individual project within a CRA has its own 10 year period that applies to

it. So in other words, when we have the first project that comes through in a CRA, it itself will go through years, one through 10 abated, and then the next project may start in year three and it will be subject to an abatement year three through 13 or whatever it would be. So that's why the agreement itself, while it extends in perpetuity, which is a bad thing in and of itself, but that's why it doesn't marry up with a 10 year term.

There were no further questions.

A motion was made by Leeseberg, seconded by Angelou, that the Ordinance be Adopted.. The motion failed by the following vote:

Yes: 7 - Leeseberg, Renner, Schnetzer, Larick, McGregor, Angelou and Bowers

b. [ORD-086-2020](#)

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF GAHANNA ADOPTED BY ORDINANCE 198-96 ON NOVEMBER 19, 1996 AND AS SUBSEQUENTLY AMENDED: Changing the Zoning District of a 14.4 +/- acre parcel located off of Hamilton Road PID# 025-013767 from Select Commercial Planned District; to Limited Multi-Family Residential Development; Larry Canini, applicant.

Mr. Larick asked for a motion to adopt by substitution notating the change in acreage from 17 to 14.4 acres.

Mr. Renner asked for clarification asking is the legislation de facto amended or do we need a motion for an amendment by substitution.

Mr. Larick said we do have to amend it. There are 2 means of doing so, one amend it? There are two 2 means of doing so. One is to verbally make an amendment. However, the amendment has already been written and is in our documentation as the legislative text that we have in hand. Therefore, we can ask for a motion amending by substitution from the originally introduced legislation to the currently in place updated legislation and do it in one in one action.

Mr. Renner asked to clarify that adoption with one move it will be adopted.

Mr. Larick said they will decision ordinance 086-2020 as has been submitted by the Council office and has been amended by substitution. The only change is the change of acreage from 17.9 to 14.4 +/- acreage.

Mr. Schnetzer asked the Administration to provide some details regarding the next steps for this development and how a development plan comes into play.

Mayor Jadwin: I'm happy to respond to that as well as I think, Mr. Blackford. So just to begin, as I was alluding to earlier, if the rezoning is

passed this evening, we've certainly been having discussions with the developer in general. But we'll we will begin in earnest discussions and negotiations of the development agreement after today. There's a 30 day cooling off period before legislation could be signed. So I would anticipate that by the time the cooling off period were to expire, we would be in a position to bring forth a development agreement before council for review, discussion and approval. We've had discussions before about deed restrictions. That is something that the developer offered to do. We did not ask the developer, the developer offered to do that in an effort to address concerns that have been raised by council with regard to potential future use of that property. So it would be my intention to have the deed restrictions included as part of the development agreement. I believe, Mr. Canini, in the last council meeting already acknowledged as much that would become part of the development agreement. I know transfer of the park land was raised as well in the last meeting. I think Councilman McGregor raised that question in Mr. Canini responded to that as well as to what the timing of that would look like and that being a part of the development agreement as well. So we would bring the development agreement before council within 30 days or 30 days after the cooling off period is expired, if not sooner. And at that point, it would be up to council to discuss, review and approve and adopt the development agreement. If that is approved, then we'll move into the development building permitting process. And at this point, I'll ask Mr. Blackford to explain where it goes from there.

Blackford: Thank you, Mayor. So, yes, like was stated a 30 day period before, the rezoning is effective, next steps from a permitting process standpoint would be filing of two planning commission applications, a final development planning and design review that is the site layout, building, design, landscaping, lighting, parking, access. All those high level details get refined through that process. That goes before a public hearing similar to the Rezoning. Planning Commission, ultimate authority on approving those applications. If that is successful or can be done concurrently with that, would be engineering plans, which is the more refined utilities infrastructure side of things. Then you also have building plans for the actual structures. All that to say, again, if the rezoning is successful and those applications were to start in earnest, it might be probably at least another handful of months, six months before they would complete the additional development steps they would need in order to start actually breaking ground and start construction.

Schnetzer: One key component here that has been proposed by the applicant is potentially having some value for the community, I would just like a little bit of clarity on timelines. An NCA, is that part of the development agreement is a separate process that could run

concurrently/parallel. How does that shake out?

Underhill: I'm sorry, I just because I've done this a number of times, I know the city never has. I would say that the development agreement is going to largely provide an outline of what it is we're going to do. And in fact, we would attach those restrictions. And those restrictions, I would say, is a prerequisite to the city issuing building permits would have to be recorded and evidence of that presented to you. And we'll put that in there as a condition in the city's favor. As far as the NCA and the TIF, the development agreement itself, just the way state law is written, will not be able to allow those to be created as a part of the development agreement that will require separate legislation. And that'll be a whole new especially in the NCA realm. And I hope if we're going to go down that route, that this is a collaborative effort, because I think there's going to be a great tool for the city. And I would envision us having several meetings on that when that comes about. And but both the TIF and the NCA have their own legislative requirements in state law for their approval. So there would be subsequent steps even after the development agreement.

Mr Renner presented a statement: I would like to begin with thanking the Buckles family, Mr Canini and this representatives for his commitment to developing what has become known as the Crescent at Central Park. For a project of this magnitude, I recognize and appreciate the time and monies spent planning, securing partners and so forth to create a development concept as well as to meet the rigors of public processes involved to get buy-ins and approvals. I am someone who likely has a unique view as I see and am involved in many public processes at the county for development.

In my opinion, the process used made this review and evaluation likely a lot harder than it had to be. Council has three main jobs: appropriations of funds, consider and enact city codes, and evaluate zoning requests. While, on paper, before us is a zoning request under consideration, it is NOT a simple zoning request as some would have us and the public to believe. The zoning request comes with attachments of a project overall that is speculated to bring \$50-55 million in revenue to the city over 30 years as well as yielding 36 acres of parkland for water and riparian protections of the Big Walnut and potential of increased trail and other community amenities. Considering the zoning in absence of this context would be irresponsible.

Underlying this great project are the tax incentives of abatements, TIFs, and a an NCA (new community authority). While these are normal in the development world, it is also very customary and prudent to share in parallel the developer's agreement. While there may be some questions as to filling in the details, this document helps everyone understand the MECHANISMS for how the incentives shall work. Even though the zoning may be a determining factor in some aspects of the agreement, a draft could be given to help build confidence.

Another aspect to this project is the simple fact that this is Gahanna's last frontier of raw developable space. While I do believe that everyone concerned among Council and city hall, recognizes what that means, most of the questions and concerns risen by a few of my colleagues, were specifically about ensuring the greatest overall value and impact to the City. Let's face it, residential units alone do not truly add that much directly to the city's bottom line. Its true that we know from county wide studies that an estimated 3 million more will be living in the Central Ohio area by 2050. However, please be aware that the often quoted MORPC Regional House Strategy contains 5 core regional house issues, and 5 complementing priority actions in response, and that study is mainly concerned with housing and income equity in light of the influx of people which will cause displacements of others. This project addresses only one of the core issues by adding diversity in housing alternatives. I have not seen any proposal nor have we had any discussions of the other core issues, and hope that perhaps we can begin to address them!

I have opposed tax abatements for residential units in the past unless we have clear high value commercial components to balance these incentives. In that balance, commercial development projects do bring needed jobs and that directly and positively impacts the City's bottom line. The zoning request does not answer these concerns alone, and therefore, we must consider the project overall.

There was a fair amount of passion and "finger wagging" at our last committee meeting. I was really surprised by this as I heard a fellow council colleague exploring the use of performance incentives to ensure we get the focus on commercial development we need. Council members have the legitimate right to ask questions and explore options in their respective evaluative processes. Like it or not, the people elected us to do this job, and respectfully, we are 7 members who come

at issues in different ways. Each member of Council deserves the respect as an elected to be heard and ask those questions, we only answer to the residents: no one else.

Finally, as long as I have been involved with the City, I too have heard many rumors about the development of this area, I never knew the reasons why these did not come forth and be explored deeply within the public domain, nor have I ever been privy to anything about them. This particular zoning request has passed our Planning Commission process, but they test requests with different tools and standards that are focused on land use, design, and ultimately aesthetics, and can only recommend zoning requests to be considered by Council. This area is an island outside of "normal" Gahanna, being on the other side of the I-270 outer belt, with great access both on and off this major highway. It is an area ripe for great commercial success and development, but not too far away to have some positive influence on the Gahanna community and businesses. I do concur that this zoning request meets the land use plan as passed in 2019. In the absence of a draft developer's agreement, I am forced to have to rely on a document produced by Mr Underhill et al entitled "2021-02-08 Presentation Underhill" as the closest proxy for such and will begin to measure any such developer's agreement with these pledges and commitments, including those volunteered by the developer to make with the covenant with the land. Mr Canini, every once in a while, Council gets an opportunity to vote on something pivotal. I look forward to seeing the commercial development aspects come to fruition as those what have attracted me to this project, as well as the 36 acres of land to protect the Big Walnut. I wish it all the success it and Gahanna deserves. Therefore, taken in all the aspects stated above, I am in favor of voting in the affirmative on this zoning request.

Ms. Bowers presented a statement: This vote, this project, is like reaching the top of the first big hill on a roller coaster - and if it passes, we all have to trust the track we built through hard work will take us where we want to go, relying on the expertise of other people to steer the first car.

I WANT to vote yes. I want to see progress and multifamily projects in Gahanna. I want to see healthy partnerships with developers and builders and businesspeople who value Gahanna in the way that I value Gahanna.

I cannot in good conscience wholly bifurcate the idea of what type of

property should be built from the financial impact of that build.

The fact that these questions not just from me but other members of this body have been met with defensiveness or dismissiveness makes a YES vote hard, frankly. It was correctly stated at COTW that no one has a monopoly on feeling protective of Gahanna. That's correct. But part of respect and trust means that we honor that we all have blind spots and there is MORE THAN ONE PERSON making a decision because we help each other see where one might be blind.

Ultimately I want development to occur. I support diverse types of residential incl high and mid density and multi family. I do not want for profit development to be subsidized by my hard working constituents. It is inappropriate and against my principles to ask a family especially in a pandemic to subsidize through tax abatements a bigger profit margin. Abatements for residential projects are NOT standard in the community. Developers are clamoring to put up residential because it's PROFITABLE. Important questions have been raised - that I hope to see answered as part of the Development Agreement - what financial mechanisms can be used to ensure that the rest of this property is developed commercially as has been promised, whether it's an agreement to hold back TIF reimbursements or claw back the abatement, or reimbursement for the school compensation tax dollars the CITY is paying on the developer's behalf. [unwritten sentence here somewhere]

We have residents asking about noise studies, and soil contamination studies, things that matter. I hope that the Administration has these answers ready for our constituents. I will point out that due to the schools enrollment study from GJPS.

Those of us who are public servants - elected or appointed or hired - at our CORE - all want what's best for Gahanna. HARD QUESTIONS are asked NOT to stand in the way of development or progress BUT TO ENSURE that all angles have been looked at, RISKS have been mitigated, and we deliver the best outcome we can - not only for today's residents, but for the next generation.

This vote is on rezoning and variance but it is ALSO informed by PROMISES made during public meetings that I expect to be incorporated into a Development Agreement presented to this Body. Those include DEED restrictions as laid out in the presentation at Committee of the Whole on 2/8/15, and as described by Mr. Hodge tonight, and the CLEAR and good faith negotiations that MUST take place to protect the hard earned tax dollars of our residents and

businesses.

Larick: My question has been with regard to placing housing in a segregated area of the community or an area that is segregated from the community. It is carved off by a multi lane highway on roughly two sides. It is bifurcated by a road in the middle and it is also split off by the airport and another major road. There's no fundamental way to incorporate residential housing into the community as a whole, which has been my concern. I do commend the developers for the work of resolving essentially any of the human capable issues that have come up to the extent possible. One cannot ask for much more as far as ever put forward to accomplish that. But that doesn't resolve for me the geographic problem that exists with this particular parcel and residential housing.

There were no further questions from Council.

A motion was made by Leeseberg, seconded by Angelou, that the Ordinance be Amended by Substitution. The motion carried by the following vote:

Yes: 6 - Leeseberg, Renner, Schnetzer, McGregor, Angelou and Bowers

No: 1 - Larick

H. CORRESPONDENCE AND ACTIONS:

Clerk

None

Council

Mr. Larick said there were 2 emails in regards to the Development and an email from the Hoffmans' in regards to the AEP pads.

I. REPRESENTATIVES:

Community Improvement Corporation (CIC) - Leeseberg

Mr. Leeseberg said there was a meeting tomorrow morning.

Mid-Ohio Regional Planning Commission (MORPC) - Angelou

Mrs. Angelou presented her MORPC report. She shared a topic about black leaders in transportation for black history month.

[2021-0030](#)

MORPC Report, February 15, 2021

Convention & Visitors Bureau (CVB) - Leeseberg

Mr. Leeseberg said the winter version of the herbal trail is running to March 31.

School Board (SB) - Schnetzer

No report.

J. OFFICIAL REPORTS:**Mayor**

The Mayor's report is attached detailing activity of the administrative departments. She thanked Council for their dialog on the rezoning. She shared that the new HR Administrator Crystal Chitwood who was an HR Analyst from the City of Columbus and a new officer Morgan Milliken graduated Friday and today was her first day with Gahanna PD Police Training Program.

[2021-0028](#)

Mayor's Report, February 15, 2021

City Attorney

No report.

K. COUNCIL COMMENT

Mr. Leeseberg congratulated his son's team's victory over the Little Cesar's team from Detroit. He congratulated the girls wrestling team and his daughter, the first female wrestler from Gahanna to go to state.

Ms. Bowers stated that her constituent report is attached. Reminder to stay diligent and get the COVID vaccine and we hope to get back to living life outdoors and traveling.

Mr. Renner said hats off to the administrative staff and road warriors tending to the roads and to stay safe.

Mrs. Angelou said she didn't like snow. She said there is so much happening in the community and she's happy there will be a new development moving forward. Change is difficult but it can be something to be proud of.

Mrs. McGregor shared that last Monday she and Jim headed to Florida and it took 11 hours to get from Gahanna to Covington, KY. They had to stop on 75 because of an accident. From there it was dry the rest of the way. Highway workers and truck drivers were very professional.

Mr. Larick asked for people to stay safe and stay in if they can due to the weather.

[2021-0031](#)

Bowers Constituent Report, February 15, 2021

L. ADJOURNMENT

No further business to come before Council, meeting adjourned at 9:05 p.m.

**April Beggerow, MPA, CMC
Clerk of Council**

*APPROVED by the City Council, this
day of 2021.*

Brian D. Larick