



City of Gahanna

200 South Hamilton Road
Gahanna, Ohio 43230

Meeting Minutes Committee of the Whole

Trenton I. Weaver, Chair
Karen J. Angelou
Merisa K. Bowers
Nancy R. McGregor
Kaylee Padova
Stephen A. Renner
Michael Schnetzer

Jeremy A. VanMeter, Clerk of Council

Monday, October 23, 2023

7:00 PM

City Hall, Council Chambers

A. CALL TO ORDER:

Vice President of Council Trenton I. Weaver, Chair, called the meeting to order at 7:00 p.m. The agenda was published on October 20, 2023. Councilmembers McGregor, Renner, and Schnetzer were absent from the meeting. All other members were present for the meeting. There were no additions or corrections to the agenda.

B. DISCUSSIONS:

1. Sustainable Ohio Public Energy Council (SOPEC) - Electric/Gas Aggregation

[2023-0191](#)

Sustainable Ohio Public Energy Council Presentation 10.18.2023

Councilmember Padova introduced Luke Sulfridge and Philip Leppla from SOPEC (Sustainable Ohio Public Energy Council). She informed the council that she had reached out to SOPEC for an additional perspective on energy aggregation, expressing her keen interest in exploring the possibilities further. Councilmember Padova thanked the SOPEC representatives for their presence and willingness to provide more information to the council.

Mr. Sulfridge, SOPEC Executive Director, began by expressing his gratitude for the invitation and introduced SOPEC, a council of governments governed by the communities it serves. He highlighted the diversity of SOPEC's member communities, ranging from large cities like Cleveland and Dayton, nearby cities such as Upper Arlington and Marble Cliff, to smaller villages in Appalachian Ohio. He showcased various sustainable initiatives undertaken by SOPEC, such as the deployment of electric vehicles (EVs) and charging stations. He highlighted the EPA Green Power Community credential that cities can earn. There are 20 in Ohio, and SOPEC presently represents all 20 communities.

Mr. Sulfridge explained that SOPEC represents communities in Ohio's energy

market, leveraging combined buying power to obtain competitive pricing and push forward policy agendas. He emphasized that all member communities were powered by 100% renewable energy, achieving this while remaining below the market price by double digits. SOPEC operates as a transparent public entity, adhering to Sunshine laws and maintaining regular audits for accountability. He detailed SOPEC's governance structure, involving a general assembly where each member community has one vote. They meet quarterly and have additional committee meetings for ongoing discussions. SOPEC's coverage has been rapidly expanding across the state, and they work with various programs beyond aggregation, partnering with USDA for solar assessments in rural areas and providing services beyond energy aggregation, including legal and grant support.

Mr. Sulfridge also highlighted their partnership with AEP Energy, being the second-largest customer after Columbus, allowing them to secure competitive pricing and provide efficient services to member communities. He stressed SOPEC's commitment to sustainability, participating actively in regional and statewide initiatives promoting grid modernization, renewable energy, and historic revitalization efforts. Mr. Sulfridge briefly discussed SOPEC's intentional involvement in local chamber circles and community memberships. He proceeded to explain the concept of "the grid," representing a vast network of interconnected wires managed by PJM, ensuring grid reliability and power purchase for default offerings. He emphasized that community choice aggregation (CCA) did not alter the grid's operation, operating within the PJM footprint covering the area from Chicago to the East Coast. Community choice aggregation, a concept operational in Ohio for over two decades, allows communities to achieve significant savings and implement green energy initiatives. Mr. Sulfridge mentioned that Ohio had made remarkable strides in CCA programs, with over 400 communities, regardless of size or political affiliation, actively engaged. He highlighted success stories, including Dayton's substantial savings and Cleveland's transition to SOPEC's program, resulting in substantial cost reductions for residents. Eligibility for the program extended to customers within AEP Ohio territory who had not shopped for power. Large industrial customers and those already on specific assistance programs were not eligible. Participants had the freedom to opt out without incurring any early termination fees, providing flexibility to residents.

Mr. Sulfridge explained the process to join SOPEC's program, involving public hearings, legislative approvals, and acknowledgment from the city's designated officer. He emphasized SOPEC's commitment to fixed pricing, leveraging informed decision-making to secure competitive rates. Additionally, SOPEC facilitated solar initiatives, assisting communities in deploying solar solutions for public facilities. They also offered community grants, returning funds to communities for various projects, and adopted a flexible approach, supporting a range of initiatives. He concluded by discussing SOPEC's renewable energy definition, involving wind, solar, and some hydro sources. He explained the usage of Renewable Energy Certificates (RECs) to meet green energy standards and policy objectives. Mr. Sulfridge then played a short video that provided a comprehensive explanation of RECs, enhancing their understanding of the concept.

The video narration provided an insightful explanation of Renewable Energy Certificates (RECs) and their crucial role in promoting renewable electricity. The narrator began by highlighting the environmental benefits of green power, emphasizing its lack of fossil fuel-based greenhouse gas emissions and pollutants, making it a cleaner alternative to electricity sourced from coal or natural gas. The narrator addressed the common question: How can individuals use renewable electricity without owning wind turbines or solar panels? The solution lies in Renewable Energy Certificates. The video explained that electricity generated from various sources, including renewables, mixes together in the electric power grid, making it impossible to pinpoint the exact source of electricity reaching consumers. RECs serve as a solution to this challenge. Each REC represents a specific amount of electricity produced and delivered to the grid by a renewable resource such as wind or solar. For instance, a wind turbine generating one megawatt-hour of electricity creates one REC. Consumers can purchase RECs, making them owners of that green power. RECs provide a credible way to ensure that the electricity used comes from renewable sources with low or zero emissions. The narrator compared RECs to an online bank account, uniquely numbered and tracked. Once a consumer buys a REC and claims to use green power, that REC cannot be sold or used by someone else. Certified and verified RECs, recommended by the EPA, guarantee that the green power was generated by a quality renewable resource. The video underscored the significance of RECs in the renewable energy market. They enable individuals and organizations to choose cleaner energy sources, reducing their carbon footprints. Without RECs, it would be challenging to ensure the use of renewable electricity accurately. By purchasing RECs, individuals contribute revenue to support renewable energy projects, promoting growth in the green power marketplace and reducing greenhouse gas emissions nationwide. The narration concluded by encouraging viewers to visit the US Environmental Protection Agency's Green Power Partnership for more information about RECs and their impact on promoting renewable energy.

Mr. Sulfridge expressed his pride in SOPEC's communities meeting high standards for Renewable Energy Certificates (RECs). He again highlighted that all 20 EPA Green Power communities in Ohio are SOPEC members. He then discussed the SolSmart credential, indicating that it signifies a community is solar-ready, streamlining processes related to solar permits and installations. Mr. Sulfridge emphasized SOPEC's engagement in the solar space. He mentioned team members' expertise and their involvement in solar projects, citing staff's past work with the Cincinnati Zoo and other active roles. He presented a list of communities, including Upper Arlington, showcasing their savings while deploying renewable energy. He stressed that all communities saved substantial amounts, some in the millions, demonstrating uninterrupted service and clean energy provision. Regarding pricing, Mr. Sulfridge detailed the reactivation process, requiring a two-month period, encompassing public notices, PUCO reviews, and resident notifications. He assured a smooth process and discussed the sustainability aspect of SOPEC's work, emphasizing reinvestment in communities through grants, staff deployment, and collaborative initiatives. He also mentioned

SOPEC's growth, including new offices in Dayton, Cleveland, and Upper Arlington, and their focus on identifying opportunities for communities, such as electric car chargers and energy efficiency initiatives. Mr. Sulfridge concluded by inviting questions.

Councilmember Padova inquired about the eligibility criteria for the community grants mentioned by Mr. Sulfridge. She sought clarification, asking if these grants were exclusively available to the city or if local businesses within the community could also apply for them.

Mr. Sulfridge clarified the process regarding community grants. He explained that the grants are directed back to the community, allowing the community to determine their usage. The board of SOPEC approves the release of these funds, which are not competitive. Each community has a designated amount based on a formula, ensuring that no other community can access these funds. Additionally, any unused funds roll over, enabling smaller communities to accumulate resources for more substantial projects. Mr. Sulfridge provided an example of how these grants are utilized, citing the case of Belpre, Ohio. The city used the funds to upgrade their pool pumps, simultaneously making an efficiency upgrade while accessing the reserved funds. Regarding other entities, Mr. Sulfridge stated that SOPEC has collaborated with nonprofits. However, this collaboration involves a careful process. Funds are released by SOPEC after approval, and nonprofits receive the funds through the City Council, ensuring proper oversight, legality, and disbursement.

Councilmember Padova also inquired about the administrative process, specifically asking if the responsibility would fall on the administration if the city moved forward with the collaboration. She sought to understand whether SOPEC would handle most of the process or if there would be significant involvement required from the city's administration.

Mr. Sulfridge provided detailed information about the operational aspects of the collaboration. He explained that from an operational standpoint, the process would require minimal effort from the city. SOPEC would handle the drafting of the legislation, which the city's attorney could review to ensure it aligns with the city's legal requirements. Two pieces of legislation would be discussed, and the city would need to conduct two public hearings. The format and timing of these hearings were flexible, allowing each community to tailor them to their specific needs. Additionally, Mr. Sulfridge emphasized the importance of the city's input during the pricing phase. He explained that SOPEC would consult with the city administration to determine the ideal timing for launching pricing products. This collaboration would involve discussions about market conditions and the utility's pricing, ensuring the city's comfort and understanding of the process. He highlighted the stability in current pricing due to locked-in rates until the following June, providing a sense of guaranteed savings for the initial six months of collaboration. Mr. Sulfridge clarified that the administration's role would extend to appointing a representative to attend SOPEC's governing body meetings, which occurred quarterly. The city could either send a representative or a proxy to these meetings, which he believed fostered engagement and allowed the city to share and learn from other communities' experiences. Overall, he assured

that SOPEC would provide comprehensive legal support, and the administrative burden on the city would remain minimal after the initial setup phase.

Mr. Leppla, SOPEC's legal counsel, emphasized the flexibility of engagement between SOPEC and the participating communities. He noted that some communities prefer more active involvement and, to accommodate this, SOPEC maintains continuous communication. These interactions occur frequently throughout the week, with discussions taking place three, four, or even five times weekly. These conversations involve various staff members from the city. Mr. Leppla highlighted that the level of engagement with SOPEC is entirely determined by the preferences of each community. SOPEC, in this context, acts as an extension of the community, tailoring its involvement to meet the specific needs and desires of each city.

Mr. Sulfridge highlighted SOPEC's supportive role in assisting communities with their sustainability initiatives. He emphasized that SOPEC tailors its assistance based on the needs and preferences of each community. For communities with dedicated sustainability offices, SOPEC provides backend support to help them achieve their goals. This support includes tasks such as procuring and organizing data. He provided an example involving Dayton, where the Community Grant dollars provided by SOPEC were utilized to create a new position. This position was instrumental in helping Dayton apply for a credential, which was expected to be awarded soon. Mr. Sulfridge further emphasized that the level of engagement from each community varied widely. Some communities, like Dayton, chose to have frequent interactions with SOPEC, involving weekly or monthly meetings. Others participated in the general assembly meetings, engaging with SOPEC on communication-related matters. Regardless of the level of engagement, SOPEC ensured that resources and support were readily available to help communities achieve their goals. For communities primarily interested in stable aggregation programs that saved money, Mr. Sulfridge noted that the involvement with SOPEC was a relatively light commitment.

Councilmember Bowers expressed her thanks for SOPEC's presentation and requested an explanation of the citizen-facing and resident-facing aspects of aggregation from SOPEC's perspective.

Mr. Sulfridge began by explaining aggregation as a means for communities to control default utility pricing. He clarified that residents who proactively shop for power are not obligated to participate; it operates on an opt-out model, a common practice in most communities. Residents receive periodic letters, usually annually or biennially, informing them of rate changes and term lengths. If a resident chooses not to participate, they can opt out by calling a provided phone number or using a QR code, as introduced in recent initiatives. No early termination fees are imposed, and synchronization typically occurs within the next billing cycle. Mr. Sulfridge mentioned the permanent "do not aggregate" list maintained by the PUCO for residents adamantly against the program. He highlighted Upper Arlington's effective citizen public information campaign, involving public meetings, resident feedback sessions, council discussions, and mailings to inform residents

comprehensively. He stressed the importance of an informed citizenry and noted that residents opting out, especially in communities like Cleveland, were minimal, indicating overwhelming resident support for the program. The call center, managed by AEP Ohio, ensured swift responses, with wait times as short as five seconds for residents seeking information or opting out.

Mr. Leppla added to the discussion. He emphasized that approximately two-thirds of residents do not shop for power independently; they do not visit websites like Apples to Apples to compare rates. For these residents, the aggregation program establishes a new default rate, ideally set lower than the standard service offer (SSO). This initiative aimed to assist residents who do not actively seek better rates. He highlighted SOPEC's approach, mentioning their aversion to gambling in the market. When significant savings opportunities present themselves during local utilities' auctions, SOPEC ensures prompt communication with their communities. Instead of engaging in a race to secure the lowest possible rates, SOPEC prioritizes tangible and reliable savings, providing communities with stable and economical options.

Councilmember Bowers sought clarification regarding the nature of SOPEC's Standard Service Offer (SSO) rates, specifically inquiring whether these rates were based on conventional power sources or sustainable energy.

Mr. Sulfridge affirmed that all of SOPEC's rates were based on green power, meaning they were 100% sourced from sustainable energy. The savings provided by SOPEC were in comparison to the standard rates offered by utilities for brown power. He provided specific examples, mentioning areas such as Ohio, Dayton, Western Ohio (First Energy territory), and AP Ohio territory, clarifying that the savings were achieved while utilizing green power.

Mr. Leppla further illustrated this by using Cleveland as an example. He stated that Cleveland's rate was approximately 6.302 cents per kilowatt-hour, and this rate was for 100% renewable energy. In the event that someone opted for the step-down "brown option," the rate would be around 5.9 cents per kilowatt-hour. This highlighted the slight variation in rates based on the chosen power option, emphasizing the competitive advantage of SOPEC's green power rates.

Councilmember Bowers raised a follow-up question regarding the Permanent Opt-Out option mentioned earlier, specifically inquiring about its implications for residents who actively shop for energy deals on platforms like Apples to Apples. She sought clarification on how this option worked and its relevance to residents who preferred to manage their own energy agreements.

Mr. Sulfridge reiterated the critical point that residents who were already engaged in individual energy contracts, whether through programs like PIP or private arrangements, were not affected by SOPEC's aggregation program. He emphasized that the program primarily targeted residents who had never shopped for electricity deals or had voluntarily returned to the standard service offer. For those residents, opting out was always an available choice, providing them with the flexibility to exit a specific program term. To offer a

more permanent solution, he explained the existence of the PUCO's "do not aggregate" list. Residents could subscribe to this list through the PUCO's website, ensuring that they would never be included in aggregation programs like SOPEC's unless they chose to opt back in, providing a long-term solution for those who wished to maintain their independent energy management.

Councilmember Angelou inquired about the founding date of SOPEC. Mr. Sulfridge stated that SOPEC was established in 2014, marking its 10th anniversary.

Vice President Weaver sought clarification on the advantages of SOPEC's green energy offerings compared to other aggregators and if there were differences in opting for renewable energy.

Mr. Sulfridge explained that SOPEC made a policy decision to offer green energy as the default option. He mentioned that the green component's cost was minimal compared to the overall price of power. He highlighted that SOPEC's success was due to its timing in the market, ensuring savings while providing green power. The decision to offer green power was popular among communities.

Vice President Weaver asked about the early termination process for residents who decided to leave the program and shop for power independently.

Mr. Sulfridge clarified that residents had a 21-day window to opt out of the program without any fees. Beyond this period, residents could still opt out at any time without incurring termination fees. He emphasized that SOPEC had no fees for early termination, allowing residents to switch in and out of the program freely based on their preferences and better rates they might find elsewhere.

Councilmember Padova expressed her gratitude for the presentation by SOPEC representatives, appreciating the opportunity to explore initiatives that directly benefit residents. She emphasized the significance of programs that offer both cost savings and contribute to sustainability efforts, considering it a valuable opportunity. Councilmember Padova thanked the SOPEC team for providing additional information and insights during the meeting.

2. Public Arts Policy - Status Update and Discussion

Vice President Weaver inquired about the recent Arts panel meeting, noting the Mayor's attendance at the recent joint City Council and Planning Commission Workshop which coincided with the timing of the Arts panel meeting. He sought updates and impressions from City Attorney Mularski who had attended the Arts panel.

City Attorney Mularski clarified that he was not a panel member and was present solely to provide legal advice. He outlined the legalities for the panel and allowed them to discuss their topics freely. He informed the council that the panel had another meeting scheduled for November 1st, where they

would approve their minutes.

Mayor Jadwin confirmed the upcoming meeting on November 1st.

Councilmember Bowers asked if external counsel would be present at the next meeting. City Attorney Mularski affirmed that external counsel would be present at the next meeting.

Councilmember Bowers inquired if any action, such as the designation of a chair, was taken during the meeting. City Attorney Mularski stated that Christian Peck was named the chair of the panel during the meeting.

C. ITEMS FROM THE COUNCIL OFFICE:

[ORD-0071-2023](#) AN ORDINANCE ADOPTING CHAPTER 737 OF THE GAHANNA CODIFIED ORDINANCES TO ESTABLISH THE TOBACCO PRODUCTS SALES LICENSING PROGRAM

Councilmember Padova provided an update on the meeting with Franklin County Public Health Commissioner Joe Mazzola, Mayor, Chief Spence, Director Kevin Schultz, and Director Miranda Vollmer. They discussed the administrative processes related to the Tobacco Retail Licensing ordinance. She stated that Commissioner Mazzola clarified various questions, confirming that licensing fees would be paid directly to Franklin County Public Health. He also explained the split for fines and assured that Franklin County Public Health would manage the program, minimizing the administrative burden on the city. However, Councilmember Padova raised concerns about the proximity clause regarding youth-oriented facilities. She highlighted a discrepancy in the interpretation of the grandfather clause. She and Mr. Roth understood that existing licenses would be grandfathered in and transferred if the business was sold. Yet, Mayor and Chief Spence had a different interpretation. Councilmember Padova sought clarification from City Attorney Mularski regarding this issue.

City Attorney Mularski explained that two key sections, 737.05 and 737.08, were crucial for understanding the transferability and grandfathering of licenses. Under section 737.08(C), all tobacco retailers operating lawfully on the day of the ordinance would be grandfathered in. This meant that existing licenses would remain valid even under the new regulations. The transferability of licenses, as outlined in section 737.08, allowed licensees to assign or permit a third party to assume the license in connection with an arm's length transaction, such as the sale of the business through acquisition of assets or a merger. Mularski clarified that an arm's length transaction meant the sale had to be fair and without any special relationship between the parties involved. However, Mularski pointed out the limitations in section 737.05(B), which made the licenses similar to liquor licenses. The transfer of licenses had to be approved by the city, but the city couldn't unreasonably withhold consent, ensuring a balance between the interests of the licensee and the city. He emphasized that the confusion might stem from the complexities of these sections, but he hoped his explanation provided clarity regarding the transfer and grandfathering of licenses under the ordinance.

Councilmember Padova indicated she thought this explanation was helpful. She asked Mayor Jadwin if she had any further questions or if the clarification helped.

Mayor Jadwin expressed that there were still concerns. She mentioned her discussion with Councilmember Padova and emphasized that if a provision required extensive explanation and had multiple interpretations, it needed to be clarified before adoption to avoid potential conflicts and legal issues in the future. Mayor Jadwin expressed concerns about the involvement of code enforcement in the legislation, stating that she did not want them to be responsible for inspecting businesses from the inside. She indicated that this would be one of her points of contention, and she assured that the comments and concerns would be compiled into a comprehensive document to be shared before the next committee meeting.

City Attorney Mularski expressed the need for a Memorandum of Understanding (MOU) from the Board of Health. He emphasized the importance of clarifying details such as the collection, allocation, and use of fees, including whether they were one-time or recurring. He also highlighted the need for a clear understanding of the 80-20 split for fines, seeking a comprehensive document outlining these aspects. Mularski mentioned receiving a draft from the Department of Health early on in this discussion and hoped for a finalized version to work from.

Mayor Jadwin informed the council that after the meeting with Commissioner Mazzola, he proposed a fee of \$500, which the council would set. She clarified that they did not discuss the 80-20 split during their meeting with him.

Councilmember Padova stated that she had reached out to someone else for clarification on the fees' allocation and recipients.

Mayor Jadwin raised concerns about due process issues related to the proposed legislation. She questioned the process wherein Franklin County Public Health issues licenses and handles revocations or suspensions, with the right of appeal ultimately returning to Franklin County Public Health. She expressed uncertainty about whether this approach had been implemented in other municipalities and if it posed any challenges.

City Attorney Mularski acknowledged Mayor Jadwin's concerns, stating that he also found the process potentially unfair. He sought clarification on how other municipalities had handled similar situations and expressed interest in reviewing the sample provided by Commissioner Mazzola.

Councilmember Padova confirmed that due process concerns were discussed in their meeting with City Attorney Mularski and Mr. Roth. She mentioned the sample scope of services that Commissioner Mazzola was supposed to send to Mayor Jadwin and Director Miranda Vollmer.

Mayor Jadwin informed the attendees that she would resend the sample

scope of services from Hilliard to both City Attorney Mularski and Councilmember Padova, apologizing for any oversight.

Councilmember Bowers inquired about the licensing fees set in other communities. Mayor Jadwin responded, stating that in other jurisdictions, the fees were set at \$500, and for consistency, it was suggested that the fee be set at the same amount if the ordinance were to be adopted.

City Attorney Mularski addressed the fee-setting process, suggesting that the city should determine the fee, preferably at \$500 annually. He clarified with Councilmember Padova that the fee would remain the same upon renewal.

Vice President Weaver proposed that any questions, comments, or concerns should be submitted a week prior to the item's discussion on November 13. This approach would allow time to address the questions before the committee meeting.

Mayor Jadwin confirmed the commitment to provide a redline version of the ordinance by the end of the following week. Councilmember Bowers noted that due to a fifth Monday, this timeframe would allow approximately three weeks before the next committee meeting.

Recommendation: Held in Committee for further discussion scheduled for 11/13/2023.

D. ITEMS FROM THE DEPARTMENT OF ENGINEERING:

[ORD-0072-2023](#) AN ORDINANCE AUTHORIZING THE MAYOR TO AWARD AND ENTER INTO CONTRACT WITH DIRT DAWG EXCAVATING LLC FOR THE CLAYCRAFT ROAD WATERLINE REPLACEMENT PROJECT (ST-1089)

Director of Engineering Tom Komlanc informed the council members about the recent bidding process for the Claycraft waterline replacement project, a part of the Capital Improvement Program (CIP). He stated that the purpose of this project was to replace the aging 1960s-era 12-inch waterline with a 16-inch water main to support the area's growth. Bids for the project were received on October 11th, with seven respondents. Dirt Dawg Excavating emerged as the lowest bidder among them. Director Komlanc presented a bid summary and recommended awarding the contract to Dirt Dawg, with a total cost slightly over \$2.2 million. He mentioned the inclusion of a 10% contingency, bringing the total budget to just over \$2.4 million.

Vice President Weaver sought clarification from Director Komlanc, inquiring whether Dirt Dawg had previously worked on projects for the city in the past year. Director Komlanc confirmed that Dirt Dawg had undertaken the East Johnstown stormwater improvements and was also contracted for work on Havens Corners. He added that the work on Havens Corners was expected to commence during the upcoming winter months.

Vice President Weaver asked Director Komlanc if there were any concerns

regarding the awarded contracts, to which Director Komlanc responded that there were none.

**Recommendation: Introduction/First Reading on Regular Agenda on 11/6/2023;
Second Reading/Adoption on Consent Agenda on 11/20/2023.**

E. ITEMS FROM THE DEPARTMENT OF PUBLIC SERVICE:

[ORD-0073-2023](#) AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO AWARD AND THE MAYOR TO ENTER INTO CONTRACT WITH COMPLETE GENERAL CONSTRUCTION FOR STREETLIGHT AND TRAFFIC INFRASTRUCTURE MAINTENANCE

Director of Public Service Shawn Anverse presented two items to the council. The first item was an ordinance authorizing the Director of Public Service to award and the Mayor to enter into a contract with Complete General Construction for streetlight and traffic infrastructure maintenance. He informed the council that the Public Service Department manages nearly 1,900 streetlights and over 40 signal intersections in the city. Periodic maintenance of this infrastructure is required, which is carried out by external vendors. Bids for streetlight and traffic infrastructure maintenance were opened and reviewed on September 29th. Out of the three bids received, one was deemed non-responsive due to a failure to provide required information. The lowest responsive and best bidder was Complete General Construction. The initial term of the contract was for three years, starting from January 1, 2024, and ending on December 31, 2026.

Vice President Weaver inquired about the bid summary, specifically asking how the total cost was evaluated since the provided information seemed to consist of hourly rates. Director Anverse clarified that it was a service contract, and the city would be charged based on specific services rendered, such as replacing light poles damaged due to accidents or fixing lights that were out in neighborhoods. Invoicing would be done monthly based on these services.

Vice President Weaver also sought clarification on the optional one-year renewals mentioned in the contract. He asked if these renewals would be brought back before the council. City Attorney Mularski clarified that if the contract allowed for one-year renewals, the council's initial approval would cover these renewals without needing subsequent approval.

Councilmember Bowers raised a question about the bid summary, specifically noting that Jess Howard was identified as non-responsive and their rates were significantly lower than the other two bidders. She sought an explanation regarding this discrepancy.

Director Anverse explained that when the bid packages were sent out, each bidder was requested to provide certain documentation. However, for reasons unknown, Jess Howard did not provide all the necessary information, leading to their classification as non-responsive. In contrast, the other two bidders had submitted all the required documents.

Mayor Jadwin added to Director Anverse's response, stating that this situation was not unique and that there had been previous instances where bidders were deemed non-responsive due to missing mandatory information. To maintain consistency, similar action was taken in this case.

Councilmember Bowers expressed her concern regarding the difference in rates between Jess Howard, the previous service provider, and Complete General, the chosen bidder. She questioned the possibility of shortening the contract term with Complete General due to the substantial rate difference and the potential five-year commitment.

Vice President Weaver clarified that once a bid had been accepted, it couldn't be shortened after the fact.

Kevin Schultz, Senior Director of Operations, clarified that the contract had a three-year term with two optional extensions, which could potentially extend the contract to five years. However, he emphasized that the bid package specified a minimum of a three-year contract. The city had the option to extend it but was not obligated to guarantee a five-year term.

Councilmember Bowers sought further clarification, confirming that it was the city's choice to extend the contract, indicating a mutual agreement between the parties involved.

Councilmember Bowers inquired about the decision to rebid the contract, especially given Jess Howard's prior satisfactory performance. Director Schultz explained that the decision to rebid was made to ensure the taxpayers received the best value for their money. He also mentioned that the scope was expanded to include traffic control components.

Councilmember Bowers raised concerns about the significant rate increase of up to 25% in some cases. She questioned if expressing discomfort with the contract's terms would allow them to reopen the bidding process.

Director Schultz expressed uncertainty about the process under the Ohio Revised Code (ORC) regarding reopening bids. He mentioned the thorough discussions held to select the lowest and most responsive bidder, emphasizing that there was no precedent for adjusting bids based on concerns like the rate increase. He noted the rate difference amounted to \$60,000 over three years, and the contract was structured on a time and materials basis, factoring in previous performance and requests. He also mentioned a discrepancy regarding the rates, where an adjustment was made due to an error in communication between Complete General and Asplundh. Ultimately, Complete General was deemed the lowest and most responsive bidder.

Councilmember Bowers sought clarification on the total anticipated contract cost for the three-year term. Director Schultz explained that the difference between Jess Howard's cost and Complete General's bid amounted to about

\$60,000 over the three years. However, he didn't have the exact figures at hand.

City Attorney Mularski responded to Councilmember Bowers' inquiry by stating that if the Council votes down the current contract, they would not have a contract in place. In such a scenario, they would likely need to rebid the project. Director Schultz affirmed this, explaining that the bidding process was before the Council to ensure they were prepared for the project commencement on January 1st.

Recommendation: Introduction/First Reading on Regular Agenda on 11/6/2023; further discussion in Committee of the Whole scheduled for 11/13/2023; Second Reading/Adoption on Regular Agenda on 11/20/2023.

[ORD-0074-2023](#)

AN ORDINANCE AUTHORIZING SUPPLEMENTAL APPROPRIATIONS - Water Meter Fees

Director Anverse informed the Council that the Department of Public Service had received funds from water meter fees in the last quarter. These funds were currently unappropriated and unencumbered. He formally requested an ordinance authorizing supplemental appropriations to allocate these funds appropriately.

Recommendation: Introduction/First Reading on Regular Agenda on 11/6/2023; Second Reading/Adoption on Consent Agenda on 11/20/2023.

F. ITEMS FROM THE DEPARTMENT OF FINANCE:

[RES-0034-2023](#)

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS - Sewer Fund to Sewer Capital Fund; and General Fund to Council Office Insurance Benefits

Director of Finance Joann Bury presented two requests for transfers of appropriations to the Council. The first request involved moving \$39,000 from the Sewer Operating Fund to the Sewer Capital Fund to be utilized for the Old Gahanna Sanitary Sewer Project. This transfer involved moving funds from the Sewer Professional Development account to the Sewer Transfer Out, and subsequently transferring these funds to the Sewer Capital Fund. The second part of the request concerned a projection of salaries and benefits until the end of the year. Variations in actual results were explained by factors such as timing, hiring timelines, changes in positions, and qualifying events causing shifts in insurance costs. To address these discrepancies, a transfer of \$25,000 was required from the General Fund's Marketing and Communications budget to the Council Insurance budget. Director Bury sought approval from the Council for these transfers of appropriations.

Recommendation: Introduction/Adoption on Consent Agenda on 11/6/2023.

[ORD-0075-2023](#)

AN ORDINANCE AUTHORIZING SUPPLEMENTAL APPROPRIATIONS - Sewer Capital Fund, Street Fund, Parks & Recreation Fund, and TIF Fund

Director Bury presented a second item related to the sewer project just

mentioned. Upon the approval of the funds transfer from the Sewer Operating Fund to the Sewer Capital Fund, she requested the appropriation of these funds for the designated project. This appropriation was contingent on the council's approval. The second part of the request pertained to the projection of salaries and benefits. To ensure the fulfillment of financial obligations for the year, Director Bury highlighted the need for supplemental appropriations. These appropriations were required for salaries and benefits in the Street Fund, Parks Fund, as well as the West Gahanna and Johnstown Tax Increment Financing (TIF) funds. Director Bury sought the council's approval for these appropriations and salary and benefits adjustments.

**Recommendation: Introduction/First Reading on Regular Agenda on 11/6/2023;
Second Reading/Adoption on Consent Agenda on 11/20/2023.**

G. ITEMS FROM THE DEPARTMENT OF ECONOMIC DEVELOPMENT:

[ORD-0076-2023](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A STATE INFRASTRUCTURE BANK (SIB) LOAN APPLICATION IN THE AMOUNT OF \$2 MILLION FOR A TERM OF 20 YEARS TO SUPPORT RELATED INFRASTRUCTURE NEEDS IN THE PROJECT AREA KNOWN AS THE CRESCENT AT CENTRAL PARK

Director of Economic Development Shannon Hamons introduced two ordinances related to the Crescent at Central Park development area. He was joined by Griffin Caldwell from Casto Company and Sean McCarter, legal counsel from Albers & Albers, who assisted in preparing the necessary documents. The ordinances stemmed from the development agreement signed with Central Park LLC in December 2022. This agreement outlined various elements, including public infrastructure improvements, tax increment financing (TIF) legislation, construction management, and cost reimbursements. The first ordinance, No. 0076, authorized the mayor to apply for a State Infrastructure Bank (SIB) loan of \$2 million. This loan, with a 20-year term and a 3% interest rate, was intended to assist in financing the construction of roadways within the Crescent area. The total estimated cost of the road construction was approximately \$4.4 million. The \$2 million loan, coupled with a remaining balance of \$2.4 million, would be initially covered by the developer. The developer would be reimbursed from TIF proceeds generated by the project area. The specific locations of the roadways were depicted in orange on the provided map, although some final design work was still pending to determine the exact locations.

**Recommendation: Introduction/First Reading on Regular Agenda on 11/6/2023;
Second Reading/Adoption on Consent Agenda on 11/20/2023.**

[ORD-0077-2023](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN INFRASTRUCTURE CONSTRUCTION AGREEMENT WITH CP CRESCENT, LLC, TO ENGAGE THE DEVELOPER AS THE CONTRACTOR FOR CONSTRUCTION OF A NEW STREET AND RELATED UTILITIES AT THE CRESCENT AT CENTRAL PARK; AND TO ACCEPT A SIB LOAN SHORTFALL GUARANTY FROM THE DEVELOPER

Director Hamons explained that the second ordinance, No. 0077, authorized the mayor to enter into a construction agreement with the developer, allowing them to act as the contractor for the roadway construction. The construction had to meet all city standards and be performed using prevailing wages. The ordinance also included the execution of an SIB shortfall guaranty from the developer, holding the city harmless for any shortfall in the Tax Increment Financing (TIF) related to the construction projects.

Councilmember Bowers requested a brief explanation for the public on how this project aligned with proper TIF usage. Director Hamons clarified that all aspects of these ordinances and documents were outlined in the development agreement approved in December of the previous year. The TIF area was identified as the funding source for the construction outlined in these ordinances, essentially executing the terms of the development agreement.

Councilmember Bowers inquired about the proper use of TIF funds, specifically focusing on the construction of a roadway project like the one discussed. She sought clarification on whether this utilization of TIF funds was in alignment with the intended purpose.

Director Hamons affirmed that using TIF funds for the construction of public infrastructure, such as dedicated roadways, was indeed the appropriate and intended use. In the context of the discussed project, the developer was acting as the contractor but was required to adhere strictly to the city's specifications.

Councilmember Bowers expressed gratitude to Mr. McCarter and Mr. Caldwell for their efforts on the project. She acknowledged the extensive time spent on the development agreement in the previous year. Councilmember Bowers emphasized that the current discussion aimed to ensure all necessary steps were taken in accordance with the established development agreement. She asked if that was a fair assessment.

Mr. McCarter responded, describing the current proceedings as "papering the deal." He explained that the development agreement had set the broader framework, and the current detailed discussions were essential to facilitate the construction of the road. He outlined the purpose of the SIB loan and how it aligned with the agreement. Mr. McCarter emphasized the incorporation of provisions to address potential shortfalls in the early stages, ensuring the city's financial responsibility was managed in the event of delayed development progress. He stated that these discussions were the result of collaborative efforts between him and Mr. Caldwell to meet the agreed-upon terms.

Vice President Weaver noted a technical issue with Mr. McCarter's microphone during the discussion. He appreciated the work of both Mr. McCarter and Director Hamons and expressed excitement about the progress of the project.

Recommendation: Introduction/First Reading on Regular Agenda on 11/6/2023; Second Reading/Adoption on Consent Agenda on 11/20/2023.

H. ADJOURNMENT:

With no further business before the Committee of the Whole, the Chair adjourned the meeting at 8:17 p.m.

Jeremy A. VanMeter
Clerk of Council

*APPROVED by the Committee of the Whole, this
day of 2023.*

Trenton I. Weaver
Chair

