



# City of Gahanna

## Meeting Minutes

### Development & Parks

Office of the Clerk of Council  
200 South Hamilton Road  
Gahanna, Ohio 43230

*Brian D. Larick, Chair, Stephen A. Renner,  
Karen J. Angelou*

*Kimberly McWilliams, CMC, Clerk of Council*

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Monday, April 13, 2015

Law Library

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#### Immediately Following Finance

#### ITEMS - From the Director of Parks & Development

[2015-0081](#)

Parks & Recreation Supporting Documents

**Attachments:**    [PR Report to Council 4-13-2015](#)  
[Attachment-Pools Supplemental](#)  
[Parks RCAs](#)

#### 1.        **Lifetime Fitness Contract**

Troy Euton, Deputy Director of Parks and Recreation presented the Lifetime Fitness Contract. That's an annual contract that we've been in for the last four or five years now. This contract with Lifetime Fitness brings us extra revenue, they are notoriously late getting it signed and getting it our way so this has just gotten back our way and we're asking to enter into that contract again this year for \$30,000 dollars in additional revenue. This provides their members a discounted pool membership should they choose and we think it's economically positive for our situation. We're asking for waiver and emergency so we can get it moving.

**RECOMMENDATION:** 1st reading; no need to come back; 2nd reading, consent agenda.

#### 2.        **Pool Concessions Supplemental Appropriations**

Euton introduced his second item: the supplemental for both swimming pools, for Hunter's Ridge Pool and Gahanna Swimming Pool for concessions operations. You may be aware that we had concessions there last year with a contractor. We put out a Request for Proposals (RFP) this year. We had no response. Now need to fund those lines that were zeroed out because we didn't plan to run concessions this year. It's kind of a break even proposition for us. We

just couldn't find anyone to do it so we either need to have no concession at the pool, which we think is a bad idea, or have some limited concession at the pools and have some funding to fund those operations. It would be offset by the end of the season with revenues from the actual concessions operation, the sales of products.

Larick asked why you did not get any response to your requests. Euton answered that he didn't know. Last year the concessioner we had didn't pay us for two months out of the three so we're still working on collections with City Attorney. He is still working for other cities. It's only \$1,500. We would have been happy to renew his contract but when he won't pay us and then he became kind of obstinate about paying us and claimed we changed his contract which is definitely not true. We can't find anyone else to do it. We sent the RFP out to Food Truck Associations, other restaurants and associations. We talked with some festival vendors to get it out in their circle, we had no responses whatsoever. Angelou asked if they are not paying us because they feel they don't owe us? It sounds as though if they're saying that the contract was changed; they have a reason for not paying. Euton said he believes the concessioner from last year believes that we changed the contract we had him sign. He actually told me that. We didn't. We took the contract he sent us, didn't change it and had it signed. He is remembering a different contract in his mind I guess with someone else. Angelou asked if Parks has the contract. Euton answered yes. Angelou asked if once they saw it, did they say this isn't the contract. Euton said he's never come in to see it. This was collections. We started working with him to get payment, in the last quarter of last year. Our final payment was due in September. Our Recreation Superintendent started calling him. Then I started calling him and talking to him through November and December at which point he got upset over some sign board, on how much the cost of food was, saying that we had ruined that. He got upset about a ratcheting percentage that was in the contract that he said we changed, which we did not. So after looking into his allegations as to the issues as to why he didn't owe us \$1,500 maybe he only owed us \$1,200, it didn't really matter. We were firm in what he owed us: \$1,500 dollars. Then he stopped returning calls. He will not take our calls or respond to e-mails any longer. So I turned it over to Shane Ewald to send a collection letter which Ewald did to no response. Ewald indicated when he he was going to turn it over to the Attorney General's office for collection. Angelou asked about the the sign board. Euton answered it was a menu sign board that he created, designed and paid for. It was a couple of hundred dollars. He asked that guys hang it for him at the pool. We sent a facilities technician over to hang the sign. He wanted two screws in the top. Our

technician said that's not going to work, it's going to bow. His response was, "No, no it's going to be fine. I do it all the time." Well a few weeks later it was all bowed out and the text was wrinkling and it wasn't legible at the time. So our facilities tech went back over, mounted it to a frame, put screws all around the edge so it was flat again as it was bowed out. He came along and saw that and said that we ruined it because the text was flaking off and that kind of thing. We tried to tell him how to mount it properly the first time. He didn't want it mounted that way. It's a \$150.00 - 200.00 menu board. A piece of core plastic with stick letters on it. I wish we had another vendor, I really do. We would much prefer to rather hand that off just have that covered rather than have to hire for it, inventory it, run it, and staff it.

Larick asked if this \$4,300 based on last years expected to be recovered and have a little bit left over. Euton said the \$4,300 is basically just over the expense line for product and labor. I don't know if it is based on last year's as much as it's based on our previous experience of years of operation. I know that a reduced menu has been developed that minimizes inventory yet provides quality of service to the customers. That is the number needed to cover those expenses in the escrow line this year, for this summer. We've got kind of a reduced season this year Schools have been going back earlier and earlier. After schools go back, we just drop down to evenings and weekends. The Swim Club is only going to be up and operating for ten to twelve weeks. I think in past years if you look at budgets from three or four years ago you would see a little larger number than that, from those budgets.

Kneeland asked if there is ever talk with any of the service organizations like Lions or Kiwanis or any of those. It's too late to try to target that now. Euton said we talk to them all of the time about different things. I can't say that we've talked to any of them about running pool concessions. Kneeland said depending on what there would be investment wise, if they're just going to invest and it's actually about the labor, they may be willing to do something like that if they could get funds for their organization. Euton said that would be great. Larick and Angelou agreed that it is an interesting idea.

Kneeland continued saying those types of organizations have kind of been on a decline but maybe that would help them if there is not a lot of investment involved Euton said it's not investment, just time It's a seven-day a week thing you know. Larick said that's the one challenge. It's an on-going thing event as opposed to a weekend event. Everyone checks in and you're done. Renner said or like the Blues and Jazz Fest. Euton said our best recent success has been the Kiwanis and that group working like the concerts last year. They were down there providing services working two points of sales and they have always been very reliable. That was a volunteer thing. They got

tips and according to Rita Corbin they did very well at the Concert Series and it was worth their while to make some money. Euton said we had talked about reaching out to Kiwanis at one time. I don't know if that happened or not. I know even in that case where they were servicing those concerts at that time they were struggling to get some people in.

Euton said the request is the Supplemental Appropriation as outlined in the chart to those expense lines to be able provide for the hiring, the labor, and the materials to keep the pools operating.

**RECOMMENDATION: 1st reading, wiaver of 2nd reading.**

## **ITEMS - From the Director of Planning & Development**

[2015-0082](#)

Planning & Development Supporting Documents

**Attachments:**

[Planning & Development Report](#)

[Feinknopf, Macioce & Schappa Contract 2015](#)

[Dev. RCAs](#)

### **1. Building Division Back-up Contract**

Director of Planning & Development Anthony Jones requested authorization for the Mayor to enter into a contract with a Back-up Building Services Provider, FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS, INC. They are an architectural firm here in Ohio. We're looking to them for additional plans and examination services. We currently have two contracts out with two firms which we are required to have according to the Ohio Building Code, but we are seeing a deterioration in the quality of their services. We want to branch that out to this new firm which actually came as a result of the Six Sigma Process Improvement Project recognizing that a lot of our delays were based upon our hesitancy of outsourcing some of our products because of the quality and the additional leg work to have them correct those documents so we set out to find a new person to work with and this is the group that we found to meet our needs. We have money in the budget to accommodate this service so it's merely a contract so that we can outsource some work to them when the time is right. We have identified a backlog in certain parts of our processes that we are going to need to outsource more work in the short term to get caught up. At this time we are asking for a contract to go with the outside firm to help us out and then if any other needs of funding arise we will make sure you get plenty of heads up.

Larick asked how did you hear or learn about this firm and what do

you know about their quality. Jones said his team went to the Ohio Conference for Building Officials. They were approached by many service providers but they sparked up a conversation with one of the principals there and they explained their situation and how they were actually able to work with other communities to provide assisting services there and my team worked with them quite well. My team got their information and reviewed it; talked to the group that she currently works with and said they provide quality work. So we pursued. It was more an interaction based at a conference discussion and follow up after that.

Larick confirmed that the near term plan is to have three. Jones answered yes.

Larick asked how that work will be distributed, because if I recall these conversations in the past, primarily we used one and if we needed to we went to the second. Jones answered yes, currently one of our contractors is for both plans examination and inspection. The other one is primarily for inspection. We would utilize this contract for plans examination. One of the principal of the firms left so they're really backlogged. Plans examination is really where we have a 30-day window to review plans and provide feedback which is part of the Sigma Process Review. So we would push all of our present examinations to this firm at this point in time. So what we want to do is pull our Building Official off plans examination for the next few weeks in order for him to get caught up on some of the backlog we have with some of our Occupancy Permits. We are doing that now with residential inspections. One of the firms that we currently have been contracting with has been doing inspections for the past week in its entirety so we will take a short period of time to get caught up and from there go back to our normal process of selection based on size of project. This is how we determine the outsource typically. If it's going to be a tremendous project that's going to take four or five different inspections to complete we'll outsource it. If it's a small one taking a few days or so we'll do it internally. That helps with our numbers and getting it done faster. That is kind of our litmus test to outsourcing in the first place. Plans and examinations will go to them for a period of time consistently so we can get caught up.

Angelou asked where this firm is located; Macioce is very well known name in Gahanna. Jones answered they are located on 995 W. Third Avenue. Downtown Columbus.

**RECOMMENDATION:** 1st reading, no need to come back; 2nd reading, consent agenda.

## **2. Contract for Temporary Intern & Supplemental Appropriation**

Jones said the second item we have is we are requesting the opportunity to have an Intern through a partnership between the Mid-Ohio Regional Planning Commission (MORPC) and the Ohio State University. Ohio State is partnering with MORPC to place graduate student interns in municipalities around Central Ohio for a period of twelve to fifteen weeks at a cost of 7,500 dollars. They will be able to provide high impact, short term services under this program in which we can utilize their Planning Education to do things that really, we need to do but don't have the capacity to do it at this time. We've identified many areas in which this individual would be able to work, particularly identifying what we refer to as Guidance Document for various targeted properties around the City that we need to have researched and additional recommendations for what we know of the site that would need to be developed. These documents have been very helpful to us in the past. Those outlier lots that we need to be able to provide some information to land owners, they would help with that. We have projects pertaining to our sign code and landscape code that we need to update. Part of the big challenge of updating is seeing what our peers are doing. There's a lot of credibility in that. We would pull on the research capacity to help provide that, and then once the Economic Development Plan parts and areas have been identified, they would work to set up the Zoning Code of Regulations to help ensure those plans are successful and being completed. Again, we're trying to get the cart before the horse in a way of trying to lay out what we know is coming before it comes so we can move quickly on it. It is a 7,500 dollar expense for twelve to fifteen weeks. There is a contract that is required, however OSU is finalizing the language of that contract and they'll provided it to us so I apologize for not having it with me this evening.

Angelou said this is the one that is a little bit different than the other intern program we had because this is 40 hours per week and indeed they're going to be paid from Ohio State not from us. Jones said we'll be paying Ohio State and Ohio State will be paying them. Angelou confirmed these are graduate students. Jones said yes. We had a similar program in the past in my department but it wasn't 40 hours a week. They were very helpful in doing downtown traffic studies and other planning elements there. We did some searching. We wouldn't have asked if we didn't have a need. I know Angelou had recommended that we take a hard look at this as well so we're here at this time to request authorization for the Mayor to enter in to a contract which I know I will have to Council as soon as I receive it. It takes a little time to get things from them. They need to start in May. Angelou added it really is important to get this through. Do they have a person selected? Jones said they have a group of candidates and they are providing the information that we said that we would want to be done

to them to try to find the best fit for what we need. Originally they wanted to merely do bike paths and pedestrian connectivity there so we reached out. There is a possibility of spill over into that area for work to be done by the Intern. They will be put to work, that is for sure. Larick asked for clarification of the request. Jones said we are asking for the authorization to enter into a contract that will be in your hands prior to First Reading and if there are any changes or concerns with the contract we can address them at that time. Larick asked if the plan is to bring this back to Committee. Jones said it depends if Council feels that the contract needs to be viewed in greater detail. I think it is a pretty ubiquitous contract with municipalities there outlining that we are going to provide them with opportunities to do the programmatic work we stated, the terms and rate in which we're going to be paying them and other H.R. elements associated with that. Larick confirmed the request is First Reading, Come Back, Consent, Emergency? Jones said yes. Larick said that would be okay as long as we get the contract by Friday. Jones said we could have it. Angelou said if everything is ok on the contract, we could waive second reading as well because that would help expedite this so they could start when they're supposed to start. Larick: Graduation is May 10th. Jones said May 2nd is the deadline. It's their deadline to get the information for their processes there so from that standpoint that's their hard deadline internally for us to meet. Larick said so we're looking at wrapping everything up next week. Angelou suggested you get a push on the things we absolutely need. If we were for this, I don't think anyone would be against it. I believe this is a good use for the money, then we could waive second reading. Maybe you can say to them that we want to get this going. This is in their interest. Jones agreed. Michael will reach out to them today. Will make contact tomorrow and we will get everything to you as soon as possible, before Friday. Angelou said we could have a special meeting next week which would work as well if the contract isn't ready. Larick said that is correct. Clerk McWilliams clarified by asking if the contract is submitted by Friday, there will be a waiver Emergency on the 20th Consent Agenda. Larick said yes. McWilliams asked Consent Agenda; if there was no contract by Friday then there will be a Special Meeting. Larick said yes.

**RECOMMENDATION: 1st reading, no need to come back; waiver of 2nd reading, emergency legislation.**