

# **City of Gahanna**

*200 South Hamilton Road  
Gahanna, Ohio 43230*



## **Meeting Minutes**

**Monday, April 13, 2009**

**7:00 PM**

**Council Committee Rooms**

## **Development & Parks**

*John McAlister, Chair  
Beryl D. Anderson  
Thomas R. Kneeland*

**Members Present:** John McAlister, Thomas R. Kneeland and Beryl D. Anderson

---

**Additional Attendees:**

Anthony Jones, Sadicka White, Leah Higbee, Angel Mumma, Tony Collins, Tom Weber, Isobel Sherwood, Chris Connelly, Press

**ISSUES - From Director of Parks & Recreation:**

**Code Change - 563.05, Firearms, Weapons - Park Conduct Code**

McAlister called the meeting to order; the first item is a Park Conduct Code change. Collins said this is code change to 563.05 which is firearms and weapons. McAlister recommended a move to the Committee of the Whole agenda so all Council members could discuss.

Recommendation: Move to Committee of the Whole agenda.

**Code Change - 563.08, Intoxicant and Chance, Park Conduct Code**

Collins said the 2nd code change is the Intoxicant and Chance conduct code; I sent a revision in email Friday afternoon. McAlister asked what the subject line of that email was. Collins said he didn't think it was any different than Report to Council but it was dated Friday and says it is the revision; Weber and I talked and we simplified the statement to say:

(A) No person shall play at games of chance, consume or display the presence of beer, wine, malt liquor, malt beverage, intoxicating liquor or liquor in any park without prior authorization by the director under conditions deemed appropriate.

Collins continued by saying we eliminated 3 points from the original statement and got it down to the one just read; also this is what the recommendation is from the Parks Board. McAlister said so we can plan to have a blast now at the parks. Collins said only if the director deems it appropriate.

Recommendation: 1st Reading, Consent; no need to come back; 2nd Reading, Consent.

**Rice Avenue/Foxwood Reserve Mini Park Contract**

Collins said the Rice Ave/Foxwood Mini Park contract was opened for bids; we were excited because what came in was lower than budgeted; we selected Conie Construction as the low bidder; we are asking to move forward as emergency; this was a very complicated project due to the environmental impacts and construction challenges and it has been on the table for a long time so we are requesting emergency because residents have been waiting so long for it; this has been 4 years in the making. McAlister said he had no problem with the park or emergency. Kneeland asked where the funding is coming from on this. Collins said it is a bond project.

Recommendation: 1st Reading, Consent; no need to come back; 2nd Reading, Consent; Emergency Language.

**Big Walnut Trail Section 6 Contract**

Collins said next is the Big Walnut Trail section 6; I included bid tabs and gave an explanation of how this matches up; we awarded the contract to Columbus Asphalt

Paving, a local Gahanna company; we are ready to move forward and get shovels in the ground so we complete by August 15. Kneeland said as we put these trails in, how does blacktop hold up over the years in terms of longevity; how does it rate over other surfaces in quality; I see a lot of blacktop that wears differently. Collins said we selected this for this use because of cost; concrete would put the project out of reach; for us this is a good surface and it has a much longer life than roads because of lighter traffic; we are also building to specifications that will give it longer lasting life than regular park surfaces; Euton can come to a meeting and provide additional details if you would like. Kneeland said to provide long-term maintenance, how do we seal and maintain these small paths in hard-to-reach areas. Collins said it is totally accessible and we will provide maintenance although reduced, due to costs; it is wide enough for our small trucks to come in at 8 feet. Kneeland said as a follow up question for Collins can you provide a figure for maintenance of asphalt trails. Collins said I can pull it up and let you know; it is not too much now but as we develop the trail that cost will go up; just like with the sidewalk issue, costs will increase as distance increases.

Recommendation: 1st Reading, Consent; no need to come back; 2nd Reading, Consent.

### **Ohio Herb Education Center Lease Option Contract**

Collins said this is the Ohio Herb Education Center lease contract with purchase option; passed out an updated copy; Weber has looked at it and recommended a few changes; the lease stays the same and requires \$1200 a month the first year and \$1400 the second year; the purchase contract goes into effect as an option on June 15, 2011; the changes made were in grammar; the seller or owner added if the contract is extended beyond 2011, an increase in rent and purchase cost will take place. McAlister said this has not been discussed with our other colleagues so we should move it to Committee of the Whole.

Recommendation: Move to Committee of the Whole agenda.

### **ISSUES - From Director of Development:**

#### **Modification of CRA Tax Abatement Agreement - 690 Taylor Road**

McAlister said our last 2 items are from the Director of Development and are modifications to some CRA (Community Reinvestment Area) Tax Abatement Agreements. Jones said back in 2008, the TIRC (Tax Incentive Review Council) Board requested we modify 5 agreements to accommodate changes; we have done 3 and these are the last 2 located at 690 & 700 Taylor Road and owned by Duff Warehouses Inc.; the terms are explained and say we are modifying to change the job requirements from 160 to 100 and the payroll from \$5,687,500 to \$4,200,000; the new modified agreement language does account for school guarantees; we need to modify because of a change in tenants at the locations; Grange Insurance is relocating to Columbus; the other business tenants are in favor of modifying the agreement; we have an agent here representing Duff Warehouses.

Connelly said I know the Duff family appreciates the ability to do business in Gahanna; the original employee figures were estimates; now that the buildings have been in operation for 5 to 7 years, it is appropriate to update the agreement's employee figures based on the TIRC Board recommendation; I would be glad to answer any questions. White said Grange originally announced they were going to move back to Chicago; next they said they would stay and they shopped incentives in Columbus who built them a parking garage; we benefited for a short time; now they are consolidating and Columbus put forth a huge incentive; we have worked going forward to make the agreements' job

creations a different animal; tied to payroll for income tax purposes; if payroll is high it is a win in the schools; if the jobs or payroll does not meet the agreement, we are not going to make it up; the agreement says the property owner will make it up; they are paying 20% because they meet 80% occupancy; we have been in negotiations for quite awhile; these are the 2 buildings on the north side of Taylor Road and they have good tenants with the hope they will bring in more. Connelly s

Kneeland said I see the agreement but at the end of it I do not have attachments; doesn't Weber have to look at it? Jones said the attachments are with the originals; I have them attached to the first agreements. Sherwood said our office doesn't have them either; there is no Exhibit A or B included; need to have it for legislation. Jones said they were filled out in 2002 and are not too detailed; they have a lot of " to be determined" for items like tenants. White said they were built as specs with no tenant in mind. Anderson said she would like to see those attachments.

White said Weber doesn't need to see it; we are modifying the original not changing the terms; it does include the clawback and now includes the school compensation clause. Kneeland said I just didn't realize it wasn't attached until now and don't know how Weber could have looked at it when it wasn't there. White said he looked at the attachments that are part of the original agreement. Jones said I agree it should be included. Kneeland said with the new agreement we are being asked to consider, I want to make sure Weber has compared and reviewed the old and new. Anderson said she would also like to see it.

McAlister said even though Duff Warehouse is the owner of the property, this is not a warehouse but an office building; I would like to know if during TIRC's meetings or Development meetings, were there any comments made by the competition who have lease space to offer; you guys can steal tenants because they would pay less rent. Connelly said he was not aware of that situation. McAlister said if a tax abatement is given it can empty out half of a building and other building owners then blame the City for the competition stealing tenants. White said that has been discussed; we know they can go to another property that is tax abated but we have not poached tenants either internal to Gahanna or out of the area. McAlister asked how much of an advantage it gives Duff Warehouse. White said somewhere in the neighborhood of \$1 to \$2 a square foot; they pass it on in the common area of maintenance charges; in other discussions we have talked about how to move to a non-tax-abatement environment in Gahanna; how to move to other incentives that will level the playing fields; we have looked at what they have done to property values and when they are up, then they are non-competitive. Jones said we are slowly getting off this as a tool. Kneeland said he would be ok with the deal if all agreements are on paper and Weber has had a chance to compare the original and the current one. McAlister suggested it be introduced and go to regular agenda; all agreed.

Recommendation: 1st Reading, no need to come back; 2nd Reading, Regular Agenda.

### **Modification of CRA Tax Abatement Agreement - 700 Taylor Road**

See discussion under Modification of Tax Abatement Agreement-690 Taylor Road.

Recommendation: 1st Reading, no need to come back; 2nd Reading, Regular Agenda.

Jones introduced the newly hired Economic Development Director Leah Higbee. Higbee said she is excited to be here; it is an awesome experience to work with individuals who love their jobs; there is a lot of energy and commitment here that is encouraging and I am grateful for the opportunity. Anderson took the time to introduce Council Members

to her.

**Della Brandenberger, Reporting**