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AGENDA

Regular Council Meeting

7:00 PM April 24, 2023

Council Members:

Omar Tarazi

Cynthia Vermillion

Les Carrier

Tina Cottone

Peggy Hale

Pete Marsh

Andy Teater

President

Vice President

Michelle Crandall, City Manager

Diane (Dee) Werbrich, Clerk of Council

City Hall, Council Chambers • 3800 Municipal Way, Hilliard, OH 43026



Hilliard City Council established the following five broad Strategic Focus Areas to guide the vision of the City. Under each of these Focus Areas is one significant goal to be prioritized during 2021-2022.

Strategic Focus Area #1 – Excellent, Innovative City Services

- Goal Statement – The City will ensure continued delivery of excellent and innovative services in the years ahead by developing a long-term financial plan focusing on fiscal resilience and sustainability.

Strategic Focus Area #2 – Family-friendly, Engaged Community

- Goal Statement – The City will focus on transparency, public trust and resident involvement by developing and implementing a community engagement and communications plan.

Strategic Focus Area #3 – Distinct, Well-Planned Community

- Goal Statement – The City is committed to implementing a strategy that includes public infrastructure maintenance and delivery of City services that support residents as they maintain properties in our older neighborhoods.

Strategic Focus Area #4 – Quality Commercial Development

- Goal Statement – The City will create and implement an economic development plan focused on the attraction, retention, growth and creation of businesses and jobs that provide a strong tax base and quality development.

Strategic Focus Area #5 – Valued Cultural and Recreational Amenities & Programs

- Goal Statement – The City will meet the community's needs for indoor recreational, health and wellness amenities and programming by engaging strategic partners to plan and build a new community center.



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I. Call to Order

II. Invocation and Pledge of Allegiance

Invocation – Ms. Hale

The Pledge of Allegiance to the Flag of the United States of America – Ms. Cottone

III. Roll Call

IV. Approval of Minutes

A. April 10, 2023, Regular Meeting

V. Commission and Board Reports

Board of Zoning Appeals	Peggy Hale
Destination Hilliard	Cynthia Vermillion
Environmental Sustainability Commission	Pete Marsh
MORPC	City Manager Crandall
Planning & Zoning Commission	Peggy Hale
Public Arts Commission	Omar Tarazi
Recreation and Parks Advisory Commission	Les Carrier/Andy Teater
Shade Tree Commission	Andy Teater
Aging in Place Committee	Tina Cottone
Other Boards/Commissions	President and Vice President

VI. Recognition and Special Guests - None

VII. Changes to the Agenda

VIII. Consent Agenda - None

IX. Public Comments (Items not on the Agenda)

Public Notice: Any member of the public addressing Council on items not on this agenda are respectfully asked to sign in so the minutes can reflect their correct contact information. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.

X. Business of the Council

A. Ordinances

Second Readings/Public Hearings

Public Notice: Any member of the public addressing Council during the Public Hearing(s) below are respectfully asked to sign in so the minutes can reflect their correct contact information. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.

23-06 REPEALING SECTION 6 OF ORDINANCE NO. 15-39 AND RESOLUTION NO. 17-R-07 REGARDING ANNUAL COMPENSATION TO MEMBERS OF CERTAIN CITY BOARDS AND COMMISSIONS.



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First Readings

B. Resolutions

- 23-R-24 APPROVING COUNCIL APPOINTMENTS TO THE PUBLIC ARTS COMMISSION AND SETTING NEW TERMS TO ENSURE OVERLAPPING AS REQUIRED BY SECTION 149.05 OF THE CITY'S CODIFIED ORDINANCES.
- 23-R-25 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PROFESSIONAL SERVICE INDUSTRIES, INC. FOR SPECIAL INSPECTIONS RELATED TO THE RECREATION AND WELLNESS CAMPUS.
- 23-R-26 AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CIP ST-38, CLOVER GROFF RUN STREAM RESTORATION PROJECT, PHASE 2 AND AUTHORIZING THE EXPENDITURE OF FUNDS.
- 23-R-27 AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE 2023 STREET MAINTENANCE AND REHABILITATION PROGRAM (SMRP); AUTHORIZING PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM; AND AUTHORIZING THE EXPENDITURE OF FUNDS.
- 23-R-28 ACCEPTING THE "2023 HILLIARD COMMUNITY PLAN" FOR THE CITY OF HILLIARD, OHIO.
- 23-R-29 AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH WEAVER FLEX LLC.

XI. President's Communication

XII. Staff Reports

XIII. City Manager Updates

XIV. Items for Council Discussion

Adjournment



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CITY COUNCIL

April 10, 2023 **Regular Meeting Minutes**

CALL TO ORDER

The meeting was called to order by President Omar Tarazi at 7:00 PM.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation - Mr. Marsh

The Pledge of Allegiance to the Flag of the United States of America - Ms. Hale

ROLL CALL

Attendee Name:	Title:	Status:
Omar Tarazi	President	Present
Cynthia Vermillion	Vice President	Present
Les Carrier	Councilman	Present
Tina Cottone	Councilwoman	Present
Peggy Hale	Councilwoman	Present
Pete Marsh	Councilman	Present
Andy Teater	Councilman	Present

Staff Members Present: City Manager Michelle Crandall, Law Director Phil Hartmann, Assistant City Manager Dan Ralley, Community Relations Director David Ball, Police Chief Mike Wood, IT Director Duane Powell and Clerk of Council Diane Werbrich

Others Present: Richard Surace, Energy Alliances

APPROVAL OF MINUTES

President Tarazi asked if there were any changes or corrections to the March 27, 2023, Regular or Special Executive Session meeting minutes. Hearing none, the minutes were approved as submitted.

STATUS:	Accepted
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

COMMISSION AND BOARD REPORTS

Board of Zoning Appeals - No report.

Destination Hilliard - No report.

Environmental Sustainability Commission - Mr. Marsh reminded everyone that the annual Earth Day collection will be April 15, 2023, from 10:00 a.m. to 1:00 p.m. at the Fairgrounds.

MORPC- No report.

Planning & Zoning Commission - No report.

Public Arts Commission - No report.

Rec & Parks Advisory Commission - No report.

Shade Tree Commission - No report.

Aging in Place Committee - No report.

Other Boards/Commissions - No report.

RECOGNITION AND SPECIAL GUESTS

President Tarazi read and presented a Proclamation for Arab American Heritage Month to several members of the Hilliard community.



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CHANGES TO THE AGENDA - NONE.

CONSENT AGENDA

President Tarazi stated a C-1, C2 Liquor Permit request was received for 4142 Main Street (DiCarlos Pizza) and asked if any member of Council would like to move this Consent Agenda item to the Regular agenda for discussion. No one requested this item be moved to the Regular agenda.

A. NEW C1 & C2 LIQUOR PERMIT REQUEST - 4142 MAIN STREET (DICARLOS PIZZA)

Mr. Carrier, seconded by Mr. Marsh, moved to approve the Consent Agenda.

STATUS:	Approved (7-0)
MOVER:	Les Carrier
SECONDER:	Pete Marsh
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

No one in attendance spoke.

BUSINESS OF THE COUNCIL

A. Ordinances

SECOND READINGS/PUBLIC HEARINGS

No one in attendance spoke for or against Ordinance 23-05 during the Public Hearing.

23-05 APPROPRIATING FUNDS IN ORDER TO ISSUE A NET PROFIT TAX REFUND AND AUTHORIZING AN EXPENDITURE.

STATUS:	Adopted (7-0)
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teate
Ordinance 23-04 passed and will take effect at the earliest time allowable by law r	

FIRST READINGS

23-06 REPEALING SECTION 6 OF ORDINANCE NO. 15-39 AND RESOLUTION NO. 17-R-07 REGARDING ANNUAL COMPENSATION TO MEMBERS OF CERTAIN CITY BOARDS AND COMMISSIONS.

STATUS:	First Reading
SPONSOR:	Cynthia Vermillion
SECONDER:	Pete Marsh
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
President Tarazi announced the second reading/public hearing will be held on April 24, 2023.	

B. Resolutions

23-R-21 APPOINTING _____ TO THE BIG DARBY ACCORD ADVISORY PANEL.

Minutes Acceptance: Minutes of Apr 10, 2023 7:00 PM (Approval of Minutes)



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Vice President Vermillion, seconded by Mr. Teater, moved to amend and to add Brian Gara as the appointee to the Big Darby Advisory Panel.

STATUS: Approved (7-0)
MOVER: Cynthia Vermillion
SECONDER: Andy Teater
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

STATUS: Adopted as Amended (7-0)
MOVER: Andy Teater
SECONDER: Peggy Hale
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
 President Tarazi announced 23-R-21 passed and will take effect at the earliest time allowable by law.

23-R-22 ADOPTING THE CITY'S PLAN OF OPERATION AND GOVERNANCE FOR THE ELECTRIC AGGREGATION PROGRAM

Mr. Ralley reported that in the meeting packet there is a list of dates and formal steps that the City has to take as a community as part of the electric aggregation process. He noted the City is currently on track for City residents to see a September start date with their October bill.

Mr. Surace, Energy Alliances (See attached Presentation)

Ms. Hale asked what the population range is for the 40 communities they manage. Mr. Surace replied they represent communities that have 25,000 people and the smallest one is the Village of Moscow in Clermont County with 60 people in the program. He added the range is from less than a hundred people to tens of thousands. Ms. Hale asked if the City would be added to another aggregation or would it be by itself. Mr. Surace replied that the City would be by itself. He continued that some think there is power in numbers and there is to a certain extent, however, the way energy is priced is based on how the residents of Hilliard use energy - different times of day, different times of year, which then gets averaged out when they get a price. Mr. Surace reported whether there is 60 residents or 25,000 it comes down to how people use energy here in Hilliard. When you group communities together, somebody is always going to subsidize someone else because everyone uses energy differently. He noted that they have taken the concept of grouping people but allowing the communities to run their own programs and not have other communities subsidize someone else or give up their own rights as an aggregator. They would look at the City by itself and how it would compete against AEP's standard rates. Ms. Hale then asked if there is a difference in negotiating for the City, which is on the larger size, and if that is comfortable for Energy Alliances. Mr. Surace replied they are completely comfortable and dealing with communities with tens of thousands of people is not a big deal for them because they do it all of the time.

Mr. Surace continued his presentation.

Mr. Carrier stated that he has not seen any numbers and asked if Mr. Surace has anything on that in this presentation. Mr. Surace replied that he does not because they have not been able to go out for pricing yet. He continued that since the City is not certified to aggregate, AEP will not release the data to be able to go out and get pricing. He added if Council votes yes tonight, that certification will happen in approximately one month. Mr. Carrier then asked if Council votes yes tonight and then the prices come in higher or close to what AEP has. Mr. Surace replied tonight is about approving the plan of operation and after that is approved, they will file it with the Public Utilities Commission of Ohio (PUCO) which has 30 days to review. According to law, on day 31, the City becomes an aggregator, which is approximately May 11, 2023. Mr. Surace reported at that point, they can go to AEP and ask them for the data for all residents inside the city limits. Then they will send that data to suppliers and ask them pricing back and run a Request for Proposals (RFP) on the City's behalf. Mr. Surace stated the plan is for them to come back on June 12, 2023, to Council with pricing and it would be at that time, Council will have the



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opportunity to consider a price for the aggregation. He added if the market goes up in the next two months and the prices they receive are above AEP's 11.5 cents, then Council does nothing and the City does not sign a contract. The City will still be a certified aggregator but will not have a program but now the City has the opportunity to go through that process. Mr. Surace feels certain that they will be able to find something lower than 11.5 cents. He noted the Cities of Worthington and Delaware have programs starting in the next two months and in both cases the average is about 7 cents, which is a substantial savings over AEP's expected rate and a little cheaper than current utility rates. He reiterated they are fairly certain that they will be able to offer Hilliard residents substantial savings and Council will have the opportunity to discuss and see pricing in June. Mr. Carrier asked why the City would do a three-year versus one-year contract. Mr. Surace replied a big part of aggregation is mitigating the risk and the City could do a one year deal but what they are seeing right now in the market they feel with a two-year deal is best because if they could find an aggregation price of 7 cents for two years, they do not know AEP's price beyond May 2024. If they can guarantee residents will pay less money the next two years than they paid in the last year, you would sign up for that. He added they could do a 12-month term but the deals they have been seeing is around that 24-month term. The 12-month prices are a bit cheaper but this gives some certainty for the next two years and could almost guarantee lower bills than in the last year and lock the City in for a term that is not too long and if the market does fall at the end of year two, the City is not locked in for so long that they cannot take advantage of lower prices. He stated 24 months seems to be the time frame that is able to help manage risk.

Ms. Cottone reminded everyone that this was never intended to be a cost saving, and is coincidental that AEP Ohio raised their rates so the City gets a better deal now but that was never the promise.

Mr. Surace continued with his presentation.

President Tarazi asked if residents could ignore the 21-day opt out time frame because someone can opt out any time and is listing 21-days to comply with the Ohio Revised Code (ORC). Mr. Surace replied the 21-days is a set window because if someone does not respond by day 21, they are automatically enrolled into the program. He noted that a resident can opt out at any time but someone cannot ignore the 21-day period because something will happen if they do not opt out. President Tarazi asked if someone could leave the next day, week, or a month later with no penalty. Mr. Surace agreed and said people can also enter the program at any time. He noted they will only work with suppliers that allow residents to leave or enter the program at any time during the program without a fee. President Tarazi reported that he noticed on their website that they have a number of cities that offer both a brown and green plan at the same time and asked if that is accurate. Mr. Surace replied that is correct because some have a default as green energy and the opt in would be brown energy, some have the reverse and some that just have one depending on the community. He explained that the City's default has to be green energy because that is what was presented to the voters for the aggregation so the offset has to be with renewable energy. President Tarazi stated that the plan presented does not mention offering the public multiple plans. Mr. Surace stated the plan now does not but that will be addressed later when they do the pricing, they will go through and present options. He said it is not in the plan because by not being completely specific, there is some flexibility later to look at different options to offer the residents with the exception being that the default has to be green energy. President Tarazi then asked when that decision will be made. Mr. Surace responded that will be presented to Council on June 12, 2023.

Mr. Carrier stated that Mr. Surace mentioned they are going to do quarterly reports to measure metrics and ask if their metric of success is a lower rate than the current AEP rate. Mr. Surace agreed and said it is about how is the aggregation fairing compared to the AEP Ohio rate. Mr. Carrier asked if a trigger can be put into the City's plan that if for two quarters in our plan the rate is higher than the AEP Ohio rate, which he assumes is brown energy, that the entire plan opts out and the City starts over. Mr. Surace replied you could but he is not sure any supplier would take that deal. He added contractually the City would enter into a Master Service Agreement with a supplier and from a City perspective could not say do not take this program but you, as individuals, he believes could. He noted there are strategic ways with the performance reports to let the public know where things are. He reiterated that the City would be hard-pressed to find a supplier who will take that and just end the program. Mr. Surace reported that



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there are things that happened up north with people sending programs back, which shook the market to its core and he believes that is part of the reason AEP's rate is at 11.5 cents because before a contract was supposed to end, there were suppliers sending hundreds of thousands of people back to the market. There are changes in the market being proposed for aggregators with more than 5,000 people that if those people are sent back to the market, they could not aggregate for another year. The state is working on changing some of the rules from a policy and PUCO perspective.

Ms. Hale stated when President Tarazi commented about aggregating both brown and green energy, Mr. Surace said he would not recommend rating the brown energy into the plan because at some point it might not be worth it and asked who determines whether it is worth it. Mr. Surace replied that initially it would be them but it would come to Council to vote on. Their job is to make suggestions on what could be done but eventually it comes before Council to review. Ms. Hale asked if their quarterly reports are given to staff and then they would forward those to Council or is that something that Council is not involved in. Mr. Surace replied traditionally everything is worked through the City Manager's office. Ms. Hale then asked if they would bring the green and brown energy rates to the City Manager or appointee and then they would decide or bring that to Council. Mr. Surace replied that in most cases when they get pricing back sometime at the end of May, they would call a meeting to discuss some of the options and decide how best to present it to Council. He added some communities want them to say what they believe is the best offer and other communities like to see more of the other offers which is what they did in the City of Worthington. He will default to the City Manager and team on how to best speak to and communicate information to Council. Ms. Hale asked if the current plan is to bring both green and brown energy aggregations numbers to the City. Mr. Surace replied that initially it would be green energy and brown energy would be determined and discussed as a team. Mr. Ralley added that it is the intent of staff to bring forward pricing for both green and brown energy and let Council decide how they would like to proceed at the June 12, 2023, meeting. Ms. Hale asked if staff decided to drop the brown energy option would Council be notified. Ms. Crandall responded that only Council can take action on something of that nature. Ms. Hale stated if Council says they want both brown and green energy, that would continue until it is brought before Council to decide if it is not worth it. Ms. Crandall agreed.

Ms. Cottone stated the City took this to the voters for green energy and now we are saying maybe not green energy. Ms. Crandall replied that they will bring back pricing for green energy, which is what the program requires, but this particular broker also looks at pricing for brown energy. Assuming that is a good rate, it allows for an additional option for residents. She noted residents get automatically opted into the green energy and then they have choices. Residents can choose to stay in the program, opt out and go into the market or assuming that brown energy price is competitive, that could be another option for them. It gives residents who choose to opt out something additional that the City can offer because we have gone out to the market and looked at that as well.

President Tarazi stated he would like to take a step back and talk about some of the procedural elements because the resolution states "that all deliberations of Council and any committee that resulted in those formal action were in meetings open to the public". He noted that he has some concerns and wanted to know if that is actually true. President Tarazi reported at the last Council meeting, he heard Vice President Vermillion say she had signed off on what was going to be presented and when he asked if any Council member had any impact on the presentation, Mr. Ralley replied no. He explained that Council received some emails and some showed multiple meetings between certain members of Council and both aggregators and staff during the period of time that a decision was being made as to which aggregator to choose and asked if that process is normal. Ms. Crandall replied that staff met on their own to evaluate the list of aggregators separately. She added Vice President Vermillion and possibly Ms. Cottone may have met with one or two of the aggregators separate from staff but that did not weigh in at all on the decision making of who staff thought was the best provider. President Tarazi asked if they had a private meeting with Mr. Ralley. Ms. Crandall replied that any Council member who wants to meet with her or one of the Leadership team members can, so yes there were some conversations between Vice President Vermillion and Mr. Ralley and between her and Vice President Vermillion. She reiterated that those meetings did not impact the decision of who was chosen. Ms. Crandall added that any Council member who wants to ask staff a question or meet, staff is more than willing. President Tarazi said but to



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be in the middle of the decision tree and meeting with the companies being considered and then meeting with staff, which none of those meetings were open to the public. Ms. Crandall replied that is not exactly how it happened, she cannot remember the timeline but maybe Vice President Vermillion can. Vice President Vermillion reported on November 10, 2022, two days after the election, all of Council received an email from Sustainable Ohio Public Energy Council (SOPEC) and she chose to respond to that email for her own education. She wanted to know how the process works. She and Ms. Cottone met with SOPEC and received some information and at no point in that process did she go to Mr. Ralley or Ms. Crandall about their meetings. She added she found out later that staff was interviewing five different companies. Vice President Vermillion stated she had never spoke to Mr. Ralley about how the interviews went and staff ended up choosing Energy Alliances, which she never heard of or talked to them. She noted she had absolutely zero input into who the City staff chose to handle the aggregation program. Vice President Vermillion added Mr. Surace can attest to the fact that she did not speak to him until after the decision was made. She reported that she wanted to educate herself further again on Energy Alliances and find out what we would expect coming and that was the nature of her reaching out to Energy Alliances.

President Tarazi asked when the decision was made on who the aggregator would be. Mr. Ralley replied that roughly corresponds to the recommendation that Council saw at the last meeting. President Tarazi asked when Mr. Ralley had the meeting with Vice President Vermillion on March 10, 2023, had the decision been made. Mr. Ralley replied no the decision had not been made. President Tarazi stated staff was in the middle of interviewing the various aggregators. Mr. Ralley replied that he would have to look at the calendar and they may have talked to all of them by then but did not necessarily have follow-up conversations. Vice President Vermillion reported when she spoke to Mr. Ralley he did state that staff was leaning toward Energy Alliances. She restated that she did not know who Energy Alliances was.

President Tarazi reported there was another email in which Vice President Vermillion states that she does not want two options (green and brown energy) and that she just wanted green energy because she did not think it was appropriate to even consider brown energy and she sent that question to Mr. Hartmann. He asked why Mr. Hartmann's legal opinion responding to Vice President Vermillion's question did not get forwarded to all of Council. Vice President Vermillion clarified that she at no time directed Mr. Ralley and staff to not give brown energy as an option. Vice President Vermillion stated that she wrote to Mr. Hartmann asking for clarification because she wanted to ensure that the City was proceeding legally and in keeping with what the voters passed. So, she was protecting the rights of the voters. She read the following email to Mr. Ralley verbatim: "I am confirming that you will present the program as I have stated above if Mr. Hartmann agrees that we must comply with what the voters passed. In prior conversations you mentioned Council making a decision regarding the brown energy aggregation component but I am suggesting that this option is not in keeping with the will of the voters and should not even be an option in our opt-out program." She commented that if someone is not reading this carefully it sounds like she is saying no brown energy but her concern here was to follow the will of the voters. Vice President Vermillion continued that once Mr. Hartmann responded and said actually it is okay to offer that second option she responded to him "Thank you so much, Phil. This was gnawing at me and I am comfortable with your legal opinion on this. Dan, I am putting this to rest. Thank you for your patience." She restated that she was ensuring that we were following the will of the voters as they passed Issue 35 and it was not that she was trying to manipulate City staff or what was presented to Council - none of that. President Tarazi asked again why Mr. Hartmann's legal opinion was not shared with all of Council. Mr. Hartmann stated he replied all and the rest of Council may not have been listed on it. He added if he would have agreed with Vice President Vermillion's opinion, he would have sent it to all of Council but he basically confirmed everything Council has been presented with and said that it is appropriate the way it is as long as the language for green energy is the opt-out language, the City can provide a brown energy alternative. Mr. Hartmann added he looks at it no differently than an individual can opt-out anytime by going to the AEP website and picking whoever they want as a provider. The City is just providing a short cut to do that and an easier reference instead of looking at 30 or 40 options. He stated he did not think it was germane for all of Council since no one had questioned him about whether what the City was proposing was legal or not. President Tarazi stated that from his perspective, the issue is that he had asked in November 2022 about brown energy aggregation as an option and the legal opinion was that it



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could not be done. He understands that Vice President Vermillion asked a slightly different question but it would be helpful if Mr. Hartmann is providing legal opinions that he provide them to all of Council so that it does not generate concern that some Council members are getting certain legal opinions and others are getting different legal opinions. Mr. Hartmann replied that he could go back and find emails where he has gone back and forth with other Council members, including President Tarazi, where it was just to those particular members so there is no favoritism being played. This was a simple question about what is legal and what is not. He added the question President Tarazi asked about was about opting into brown energy and this is not an opting in but providing an option if someone wants to opt out that there is another option with brown energy instead of a resident trying to figure it out on their own. President Tarazi clarified he was thinking that in addition to green energy, can we do brown energy and take the money savings and apply it to an account to buy actual green energy or solar panels in the city. So, he was asking if the City can aggregate for the purpose of actually buying green technology in the City versus the certificates. He pointed out that he was told that we could not because it can only be one and then this is a little different. President Tarazi stated the point of all of this is to try to share information with all of Council so they are all on the same page moving forward. Mr. Hartmann said he would happily do that and he generally tries to do that and apologized to Council.

Mr. Carrier stated Ms. Cottone brought up the point that the aggregation does not necessarily create a cost savings but he could not find in any of the materials that were presented that showed any disclosure that this would or could raise the residents' rates. He added as he looked through all of this, everyone's rates are going to go up in the next couple of months and the City of Columbus program has already started and residents are up in arms because their rates are being increased. Mr. Carrier stated that he is not sure he agrees with the premise that the people who voted for aggregation did not have any expectation that their rates were going to be lower. Ms. Cottone remarked that she was very clear that this is not about saving money and is the first thing she said to everyone she spoke with. She added some asked if they were going to save money to which she responded that she did not know and that is not what this is about. Mr. Carrier remarked that the question becomes are you willing to raise rates based on this. He noted that he read Vice President Vermillion's email differently than she has just portrayed it because it looked to him that she did not want brown energy at all. He believes the City has an obligation to the community to try to do the best to save money especially when rates are increasing approximately 28 or 31 percent. The City should do everything we can to lower that.

Mr. Carrier asked what the difference is between brown and green rates right now. Mr. Surace replied that it is somewhere around .1 to .4 cents to the price. For example, if the non-renewable was 7 cents, renewable would be approximately 7.1 to 7.4 cents depending on the type of renewable that was added. Mr. Carrier remarked it is not currently a huge difference. Ms. Hale asked if that was for the first year out whenever the rates are subsidized or for years two and three. Mr. Surace replied that would be locked in for years two and three and would be fixed for the entire length of time. Ms. Hale mentioned at the last meeting that we knew that for the first year there would be a subsidized rate and after that it would change for years two and three. She asked if that was not accurate. Mr. Surace replied that they would look into locking in a price for some length of time. So if it was 24 months, it would be the same price for that length of time. Ms. Hale said that while non-renewable energy could fluctuate, the renewable energy would stay constant. Mr. Surace replied that they both would be constant and the price would be that price until the term ends. Ms. Hale asked if they are assessing every quarter to determine if they could renegotiate the rates if there is a big change in the market. Mr. Surace agreed.

Ms. Crandall clarified that for the information that was put out to the public on this, it was noted that there could be fluctuation in prices. She noted under the Frequently Asked Questions it states: "Is participation guaranteed to save money? Electrical prices constantly fluctuate and the economics of green energy production are different than coal and natural gas-based production. So there is no guarantee how Hilliard's negotiated bulk rate for sustainable electricity will perform over time compared to the price individuals will pay on the open market. By leveraging the power of aggregation and negotiating prices we would be seeking the most competitive rate possible for sustainably sourced electricity." She mentioned that she attended only one of the open public meetings but that was a point in the slides as well. She added that we know that there is a good chance green energy is going to be more expensive



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than brown energy going out now but as Mr. Surace stated right now with AEP's prices being so high there is a good chance that both the green and brown energy will be somewhat lower than current AEP rates. Mr. Ralley added Mr. Hartmann's colleague, Mr. Smith, presented to Council about Grove City's experience with the aggregation issue. One of the points that was made during that presentation was that their ballot language actually had two different goals: one being price and the other being essentially some green energy components to it as well. He added Grove City really struggled with how to make a determination when the pricing came back because they had both of those objectives in their ballot language. Mr. Ralley reported the City's ballot language, which was approved by Council and the voters, only has the green energy objective in the actual ballot language. That was done with intention because of some of the discussions staff had regarding Grove City's language.

Ms. Hale stated Mr. Surace said that right now the largest city they aggregate is 25,000 and the City of Hilliard is closer to 40,000. If this is approved tonight and they start to aggregate, she assumes they would be able to see the rates for other cities of our size. Mr. Surace clarified that when he said 25,000, that is the number of accounts and they deal with plenty of communities the size of Hilliard or more. Population wise in Ohio there is roughly 2.5 people per home so as far as the size of the community is concerned, it is definitely a size they work with. Mr. Surace stated the 25,000 is the number of participants or eligible homes. Mr. Hartmann said that he knows they use anticipated numbers when they spoke and asked what that was for Hilliard. Mr. Surace replied that would have been for households. Mr. Hartmann stated approximately 10,000. Mr. Surace agreed.

Mr. Carrier reported that this provider is not the cheapest per kilowatt and asked how much the City is paying them per kilowatt or what their compensation is. Mr. Ralley replied he does not have those numbers in front of him but is roughly \$60,000.00/year. Mr. Carrier said they were third or fourth on the list in terms of cost for the City and asked how did the City get to Energy Alliances and what criteria was used to come to that conclusion. Mr. Ralley replied that it is like any other professional services that the City engages in and it is not only price but also the quality of service and the level of service that the City can expect to receive from that vendor. He noted the City received very strong recommendations from some of our peer communities around Central Ohio. There was a higher level of assistance being offered with some of the regulatory things that the City knew they would be embarking on and that differs from what Grove City had done with their broker.

Mr. Carrier said to make sure he is clear on what happened during these meetings that went on, he asked if at any time was Mr. Ralley directed by any member of Council as to their preference as to the vendor they would have chosen. Mr. Ralley replied no. President Tarazi reported that he heard from other Council members that there was an actual preference and Vice President Vermillion wanted versus the one that was chosen. Mr. Ralley replied that Mr. Carrier used the word "directed" and at no point was their direction given by Council members. President Tarazi asked for an explanation non-direction but preferences expressed as to other providers that should have been selected. Mr. Ralley replied there were certainly questions about other providers that were asked. He said that at a meeting that President Tarazi was at, that there were concerns or there were differences between those brokers and in that joint meeting with President, Vice President Vermillion and Ms. Crandall. President Tarazi what meeting is he referring to. Mr. Ralley replied that he was invited to one of the City Manager update meetings where this very topic was discussed toward the end of that meeting. Ms. Crandall noted that President Tarazi was unable to attend that meeting. President Tarazi said he does not know what Mr. Ralley is talking about. Ms. Crandall believed it was at one of the Tuesday meetings. President Tarazi asked if that was the meeting he sent a text message stating he cannot make it. Ms. Crandall replied no it was a different one and maybe President Tarazi was on remotely at the beginning and this was a conversation at the end of the meeting but she does not recall him being in the room for this particular conversation.

President Tarazi stated he does not mind if people have opinions on green or brown energy because that is what they are here for and can disagree on political issues, vote and move on. He disagrees with the idea, even Ms. Crandall has mentioned it, that it is very sensitive when Council members interject into talking to developers or talking to people particularly in the decision-making process or having private meetings with staff opens up questions. He knows that nothing inappropriate happened, no inappropriate



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pressure but it creates a cloud over things and he thinks it is better practice to not do it that way moving forward. Ms. Crandall replied as Council can tell, staff did not select the broker Vice President Vermillion preferred or met with. She added Vice President Vermillion can express her opinion, just like any other Council member can on anything. There were no "private" meetings where some negotiations took place or pressure from a Council member but just an expression of an opinion. Staff is going to go through our professional process whenever the City selects anyone like this broker or anything of that nature and are not going to succumb to any outside influences at all whether it is a Council member or someone else. Staff will go through the process and bring forward to Council what they think is the best selection for any professional service. Ms. Crandall commented that she does not appreciate their reputation being questioned in this process at all. President Tarazi stated the issue is if there had been upfront transparency rather than forcing a public records request and then only after that public records request was it reported that there were meetings and an explanation. It would have been more straight forward if it would have been said upfront because it gives the appearance of gamesmanship particularly when Ohio just had Householder in the State House and things like that. The last thing the City needs on energy aggregation is any kind of political interference in the decision process as it relates to who get selected for the City. He continued that Council is being asked to vote on this when they did not have anything until they requested information through a public records request. Greater transparency would have avoided this whole conversation. Ms. Crandall replied what level of transparency does President Tarazi want. Does he want notes from every single meeting she has with a Council member and what was discussed. President Tarazi clarified that when staff is interviewing companies for selection and there are Council members with a specific opinion on who should be chosen and having private meetings, that is not open to the public and not what staff is asking Council to vote on today. Ms. Crandall replied that she does not know what President Tarazi is asking for because staff did not do anything that was inappropriate and went through the process like they would have been done with any other project.

Vice President Vermillion stated how dare President Tarazi compare this situation to the Householder situation where there was bribery and other factors involved. Secondly, early on in the process she was told by staff that this was specifically their job to pick the aggregator and she respected that. She continued that she never tried to influence anyone in meetings but asked a lot of questions and never thought of directing staff to pick the person she talked to. She only talked to that one person who reached out to Council on November 10, 2022, and she bothered to respond to that email. She added she is really offended that President Tarazi would lump this in that same bribery-ridden scandal that happened in the Ohio State House. President Tarazi clarified what he said was that having politicians directly in the middle of the room essentially right in the moment when staff is making that decision is not best practice. He said Vice President Vermillion was there around the same time frame and meeting with both sides at the exact same time when the decision is being made, he feels that was inappropriate. Vice President Vermillion responded that is incorrect information.

Mr. Carrier stated to Ms. Crandall's and President Tarazi's point, he thinks one of the things that would have been helpful for this whole process is when President Tarazi asked Mr. Ralley if any other Council member had provided information or been a part of the of Mr. Ralley's presentation at the last meeting, just being more open and transparent about that might have helped the whole situation. He added that the latest example is when he just asked Mr. Ralley if anyone directed that a certain vendor should be used. Mr. Carrier continued that yes he asked it that way and Mr. Ralley answered it but he could have went that next step and stated there were a lot of meetings that took place and a lot of parties that discussed things, but he did not do that. When President Tarazi asked Mr. Ralley at the last meeting if anyone was involved, Council got a smile and a sly remark and everyone walked away asking what happened or what is going on, which is what precipitated a lot of the public records requests because they knew they were not getting all of the information. Mr. Carrier commented that Council's role is very difficult sometimes and this information is very complex and he agrees with President Tarazi that it would have been a lot easier if that question would have been answered a lot differently at the last meeting, but it was not and was just a little smile and a sly remark that nobody was involved in the presentation itself. He thinks that is where there was some breakdown. Vice President Vermillion responded that she does not consider one or two meetings a lot of meetings and that she did not have a lot of meetings.



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Ms. Hale reported that until she read Mr. Hartmann’s legal opinion as part of the public records response, she did not know there was an option for brown energy aggregation because she had never heard that in any presentation. She continued that maybe she missed it or did not pick up on it in the last presentation but was only aware of the green energy aspect. Ms. Hale continued that when asked if they were going to do brown energy, green energy was the only option with the brokers and asked for clarification. Ms. Crandall replied that staff found out during the interview process with the brokers that there was a couple who offered that. They would go out to the market for green energy and also look at brown energy and offer both. She noted staff became aware of it during the process and Council will see that when they come back with the pricing. It is the staff’s recommendation that if the brown energy looks good in pricing, then Council should definitely offer that to the residents as an option if they want to get out of the green energy and go into the brown energy. She reported we are not at that point in the process yet where we are bringing back pricing. Ms. Hale stated she appreciates giving the public the option and just for transparency she would think that it would be something the public would want to know and she appreciates it coming out now. Ms. Crandall replied staff was not holding back on this and there is an overtone that somehow staff is keeping information from Council. She reiterated that staff became aware of it and had every intent to bring back the pricing for it. Mr. Hartmann reported that this came up in a couple of meetings and he attended every interview and only staff was in those meetings. He added he was in the meeting at the beginning of March where they debated the merits of all of them and it was only staff members. The other thing that he believes needs clarified is brown energy is not automatic like green energy is and if a resident does not do anything, they are in the green energy and brown energy is opt out that someone has to choose because the number looks better. Residents can do that already if they go to the website.

STATUS:	Adopted (6-1)
MOVER:	Cynthia Vermillion
SECONDER:	Tina Cottone
AYES:	Vermillion, Carrier, Cottone, Hale, Marsh, Teater
NAYS:	Omar Tarazi
President Tarazi announced 23-R-22 passed and will take effect at the earliest time allowable by law.	

23-R-23 AUTHORIZING THE REALLOCATION OF FUNDS AND THE PURCHASE OF MICROSOFT 365 E3 SOFTWARE.

Mr. Powell reported that this legislation does two things, it reallocates funds from the 2023 Capital budget and authorizes an agreement with Xtek Partners for the purchase of 400 Microsoft 365 E3 licenses. He stated the total amount for this purchase is \$155,700.00 and these funds were appropriated in the 2023 Capital budget for the Mobile 311 software replacement. Following discussions with Director Lester and the Operations Division, staff determined that the Operations Division's process improvement documentation and needs assessment would not be completed this year, therefore this legislation will permit those funds to be reallocated to cover the expanded Microsoft licensing costs. Mr. Powell stated the IT Department has reviewed the bids through the Ohio State Term Contract and determined the purchase from a private vendor was more cost effective as demonstrated in the summary in the meeting packet. He added the benefits of the new license is the City can do two-factor authentication on the Microsoft product line itself and cannot do that for all users. In order to keep the cost down they are limited under the existing licensing to a maximum of 300 users and they are well beyond that number. Councils, board and commission members and part-time employees use a basic license that is web access only and they cannot two factor authenticate that access, which will require more than the 300 user amount. He noted this is a substantial cost increase but based on some of the activities that are happening on the Internet today, it is prudent that they move forward.

Ms. Hale stated the staff recommendation states this new software will satisfy the Criminal Justice Information Services (CJIS) policy requirements and asked when those requirements were put into effect. Mr. Powell replied they have been around for quite some time and NIST is the newest one that went into effect with the federal government in July 2022, which means any vendor doing business with the federal



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government is required to be NIST compliant and is why the City has started through the processes and the NIST audits because that is the standard being set. The city wants to keep moving forward to increase our security profile to meet that standard.

STATUS: Adopted (7-0)
MOVER: Peggy Hale
SECONDER: Les Carrier
AYES: Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater
 President Tarazi announced 23-R-23 passed and will take effect at the earliest time allowable by law.

PRESIDENT'S COMMUNICATION - None

STAFF REPORTS

A. 2023 OPERATING BUDGET EXPENDITURES - FLOCK SAFETY GROUP

Chief Woods reported this is to update Council on information included in the 2023 Police Department's Operating budget for a Flock Safety camera system throughout the City. He noted HPD is ready to enter into a subscription agreement with Flock Safety Group that will include 11 cameras throughout the City and the software to allow HPD to review the footage in order to look for vehicles, to conduct investigations and also to input information if HPD is looking for a vehicle that has been used in a crime.

Mr. Carrier asked why facial recognition is not included. Chief Woods replied that facial recognition is not part of this system and is only for vehicle information/description. He restated that it is not set up to do facial recognition. Mr. Carrier asked if the City has a system to do facial recognition. Chief Woods replied they do not. Mr. Carrier then asked when that was coming. Chief Woods replied that is a different technology and a different discussion. This system is something, based on some of the crime that is happening in the City, that this will help HPD investigate those crimes or if a vehicle comes into the City to commit crimes, HPD will be alerted so officers can get there before the crime happens. If a crime does occur, HPD can review the footage for license plate numbers, make, model and color of a vehicle to aid in the investigation. Chief Woods commented that the hope is that once criminals know the City has this technology, it will reduce the number of times they come to our city. Mr. Carrier asked if this software will reduce the amount of work the street officers have. Chief Woods replied that the system does not run tags randomly but looks at tags and compares that to information on the National Crime Information Center (NCIC) or with tags HPD or other agencies have put on a hot list.

Ms. Hale asked if this is done in real time. Chief Woods replied yes but that he is sure there is somewhat of a delay. He noted the officers will get an alert in their vehicles to the camera location the license plate hit on and if it hits on another camera as well. Ms. Hale asked if Chief Woods knew what the time lapse was. Chief Woods replied that he does not know that information but noted it is fairly quick and they know that from other agencies he spoke with. The system is fast but they know there can be a few seconds delay. Ms. Hale asked if this would include cars that are involved in an Amber Alert and missing persons. Chief Woods replied it would include Amber Alerts, Silver Alerts and Blue Alerts. Ms. Hale then asked if this is tied into City Lab. Chief Woods replied no it is independent from that. He added they do not get to see other cameras but can interface and speak with agencies in other cities that have this technology. For example, Upper Arlington has them and if they have a burglary suspect and have tag information, they input that information in the system and then if that tag hits in Hilliard, Upper Arlington and HPD would be alerted. Ms. Hale asked if Upper Arlington has a tag number that was involved in a crime does the on-scene officer enter that information in the system. Chief Woods replied if a burglary occurred and a detective obtained information or a tag number from a Ring camera, they would input that information in the system, which creates a hot list and then Upper Arlington, Hilliard, Whitehall or other cities with Flock cameras would be notified. Ms. Hale asked that once a tag is entered in the system, does it stay there? Chief Woods replied it would stay in the system until they pull it out or if an investigation has concluded then it would be pulled out as well. Any tag stays in the system for 30 days and if it does not come up on any of those hot lists, it is automatically purged after 30 days.



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Mr. Carrier asked if HPD needs more than 11 cameras. Chief Woods replied they will review and evaluate after a year but believes 11 is a good number to start with. He added the cameras will be strategically placed at egress points into the City and where cars would get on the freeway to get out of the City if they committed a crime.

CITY MANAGER UPDATES - None

ITEMS FOR COUNCIL DISCUSSION

Council acknowledged April as National Volunteer Month and thanked City volunteers for their service.

EXECUTIVE SESSION

The Executive Session was not addressed or held.

Mr. Teater, seconded by Mr. Carrier, moved to adjourn the meeting by Voice Vote.

MOVER:	Andy Teater
SECONDER:	Les Carrier
AYES:	Tarazi, Vermillion, Carrier, Cottone, Hale, Marsh, Teater

ADJOURNMENT – 8:34 PM

Omar Tarazi, President
City Council

Diane Werbrich, MMC
Clerk of Council

Approved: _____

Minutes Acceptance: Minutes of Apr 10, 2023 7:00 PM (Approval of Minutes)

Council Memo: Legislation (23-06)

Subject: Repealing Ordinance No. 15-39 and Resolution No. 17-R-07
From: Michelle Crandall, City Manager
Initiated by: Kelly Clodfelder, Staff Attorney
Date: April 24, 2023

Executive Summary

This Ordinance repeals previous legislation authorizing compensation to certain boards and commission members.

Staff Recommendation

Staff recommends that Council approve this legislation.

Background

In 2015, City Council approved Ordinance No. 15-39 which, in part, stated the parameters that certain board and commission members would be compensated. The Ordinance provided that members of the City's Planning and Zoning Commission, Board of Zoning Appeals, and Shade Tree Commission would be compensated at a specific percentage of City Council's pre-health insurance election compensation. In 2017, City Council adopted Resolution No. 17-R-07, which added the Environmental Sustainability Commission as a body that received the same compensation provided in Ordinance No. 15-39.

In 2022, upon recommendation from staff, City Council was asked to consider removing compensation for boards and commission members. City Council engaged in discussion of this topic and at the Committee of the Whole meeting on October 24, 2022, voted to end compensation following a six-month notice. The six-month notice was to be provided on January 1, 2023. As a result, the City's 2023 Operating Budget only included funds to provide compensation to board and commission members through June 30, 2023.

Financial Impacts

Funds for the boards and commissions will no longer be appropriated in the City's Operating Budget.

Expected Benefits

N/A

Attachments

N/A



Ordinance: 23-06

Passed:

Page 1 of

Effective:

REPEALING SECTION 6 OF ORDINANCE NO. 15-39 AND RESOLUTION NO. 17-R-07 REGARDING ANNUAL COMPENSATION TO MEMBERS OF CERTAIN CITY BOARDS AND COMMISSIONS.

WHEREAS, on November 2, 2015, City Council passed Ordinance No. 15-39, which in part outlined compensation that was to be paid to the members of the City's Planning and Zoning Commission, Board of Zoning Appeals, and Shade Tree Commission; and

WHEREAS, on February 13, 2017, City Council adopted Resolution No. 17-R-07, which added members of the City's Environmental Sustainability Commission to those commission members that are compensated at the rates set forth in Ordinance No. 15-39; and

WHEREAS, on October 24, 2022, during the 2023 Operating Budget process, City Council, upon review and recommendation from staff, voted to end compensation for board and commission members following a six-month notice; and

WHEREAS, as a result of this determination, those certain board/commission members will only be compensated through June 30, 2023.

WHEREAS, it is necessary to repeal Section 6 of Ordinance No. 15-39 and Resolution No. 17-R-07 in order to formally remove City Council's compensation approval of these specific boards and commissions.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio:

SECTION 1. Effective July 1, 2023, Section 6 of Ordinance No. 15-39, authorizing compensation to the members of the City's Planning and Zoning Commission, Board of Zoning Appeals, and Shade Tree Commission, is hereby repealed.

SECTION 2. Effective July 1, 2023, Resolution No. 17-R-07, authorizing compensation to the members of the City's Environmental Sustainability Commission, is hereby repealed.

SECTION 3. This Ordinance shall be in effect from and after the earliest time provided for by law.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
 Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
 Director of Law

✓ Vote Record - Ordinance 23-06					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Passed	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Referred	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation					
<input type="checkbox"/> No Recommendation					

Council Memo: Legislation (23-R-24)

Subject: Appointments to the Public Arts Commission
From: Michelle Crandall, City Manager
Initiated by: Diane Werbrich, Clerk of Council
Date: April 24, 2023

Executive Summary

This resolution would appoint one new member and reappoint 4 members to the City’s Public Arts Commission (“PAC”).

Staff Recommendation

Staff recommends that Council adopt this Resolution.

Background

The PAC was established by City Council by Resolution No. 16-R-76 on October 24, 2016. Currently, there is one vacant seat on the PAC and 4 members whose terms have recently expired or are going to expire soon.

For the vacant seat, the PAC accepted applications for the seat and interviewed three candidates at its regularly scheduled April meeting. Following the meeting, the PAC voted to recommend Heidi Denick to fill the open seat.

The remaining members whose terms have recently expired or are going to expire soon all desire to be re-appointed. In order to ensure overlapping terms, as required by Section 149.05 of the City’s Codified Ordinances, it is necessary to set new terms as shown in the table below:

Member	Term	
Heidi Denick	April 24, 2023 – June 30, 2025	New Appointment
Rebecca Rehbeck	June 1, 2023 – June 30, 2025	Reappointment
Michael Kent	June 1, 2023 – June 30, 2025	Reappointment
Jon Parker-Jones	June 1, 2023 – June 30, 2025	Reappointment

Financial Impacts

There are no anticipated financial impacts, members of the PAC service on a volunteer basis.

Expected Benefits

The appointment and re-appointments ensure that the PAC is fully staffed and adheres to City Code regarding overlapping terms.

Attachments

N/A



Resolution: 23-R-24

Adopted:

Page 1 of

Effective:

APPROVING COUNCIL APPOINTMENTS TO THE PUBLIC ARTS COMMISSION AND SETTING NEW TERMS TO ENSURE OVERLAPPING AS REQUIRED BY SECTION 149.05 OF THE CITY'S CODIFIED ORDINANCES.

WHEREAS, the Council of the City of Hilliard created the Public Arts Commission ("PAC") by Resolution No. 16-R-76 on October 24, 2016; and

WHEREAS, there is vacant seat on the PAC and following advertisement for resumes, Ms. Heidi Denick applied and has been recommended by the PAC to fill the vacancy; and

WHEREAS, there are three members whose terms on the PAC will be expiring shortly and they have all expressed a desire to be re-appointed; and

WHEREAS, Section 149.05 of the City's Codified Ordinances requires that PAC member terms are overlapping so it is necessary to align the new terms; and

WHEREAS, appointing and reappointing members to the PAC is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. City Council hereby appoints the following individuals to terms on the Public Arts Commission for the terms provided:

Member	Term
Heidi Denick	April 24, 2023 – June 30, 2025
Rebecca Rehbeck	June 1, 2023 – June 30, 2025
Michael Kent	June 1, 2023 – June 30, 2025
Jon Parker-Jones	June 1, 2023 – June 30, 2025

SECTION 2. This Resolution shall be effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-24						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-24** passed by the Hilliard City Council on the 24th day of April 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 24th day of April 2023.

Diane C. Werbrich, MMC

Council Memo: Legislation (23-R-25)

Subject: PSA with PSI for Special Inspections
From: Michelle Crandall, City Manager
Initiated by: Ed Merritt, Director of Recreation & Parks
Date: April 24, 2023

Executive Summary

This resolution authorizes a Professional Services Agreement with Professional Services Industries, Inc. ("PSI") for material testing and special inspections at the Recreation and Wellness Campus.

Staff Recommendation

Staff recommends that City Council approve this piece of legislation.

Background

Over the past three months, City Council has authorized multiple Guaranteed Maximum Price (GMP) amendments for the Recreation and Wellness Campus. As a result, the construction at the Recreation and Wellness Campus will be starting soon. During the construction of the both the athletic fields and recreation center, it is necessary for a third party to conduct certain material testing and special inspections.

McCarthy Consulting, Inc., the City's Owner's Representative, reached out to four firms and only received one proposal. The proposal are broken out for the two projects within the campus:

PSI Recreation Center Proposal	\$142,780
PSI Athletic Facility Proposal Amount	\$ 53,053
Total	\$195,833

This total amount is lower than the total amount budgeted (\$225,000) in the control estimate for the Project.

Financial Impacts

Funds for this necessary component of the Project were appropriated in the City's 2023 Capital Budget, Ordinance No. 22-38.

Expected Benefits

By entering into an Agreement with PSI, the City ensures that required material testing and special inspections are completed throughout the Project.

Attachments

N/A



Resolution: 23-R-25

Adopted:

Page 1 of

Effective:

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PROFESSIONAL SERVICE INDUSTRIES, INC. FOR SPECIAL INSPECTIONS RELATED TO THE RECREATION AND WELLNESS CAMPUS.

WHEREAS, during the construction of the City's Recreation and Wellness Campus, it is necessary for a third-party to perform certain construction materials testing and special inspections on the site; and

WHEREAS, the City, through its Owner's Representative for the project, sought proposals from multiple firms and received only one response from Professional Service Industries, Inc. ("PSI"); and

WHEREAS, PSI is able to provide experienced, technical personnel to ensure that the testing and inspections are completed in a timely manner throughout the construction of the Project; and

WHEREAS, it is in the City's best interest to ensure that the construction at the Recreation and Wellness Campus is inspected thoroughly.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. An expenditure is authorized in an amount not to exceed \$195,833 from Fund 101, Object 55.

SECTION 2. Hilliard City Council authorizes the City Manager to enter into a Professional Services Agreement with Professional Service Industries, Inc., in substantially the same form as the one attached hereto as Exhibit "A" and incorporated herein, in an amount not to exceed \$195,833. The City Manager is authorized to make such changes to the Agreement that are not inconsistent with this Resolution and not adverse to the City.

SECTION 3. The Finance Director is authorized to make any accounting changes to revise the funding source for an contract or contract modification associated with the expenditure of funds.

SECTION 4. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
 Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
 Director of Law

✓ Vote Record - Resolution 23-R-25						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-25** passed by the Hilliard City Council on the 24th day of April 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 24th day of April 2023.

Diane C. Werbrich, MMC



**CITY OF HILLIARD, OHIO
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is by and between the City of Hilliard, Ohio, 3800 Municipal Way, Hilliard, Ohio 43026, (hereinafter referred to as “**City**”), and Professional Service Industries, Inc. with an address of 545 E. Algonquin Road, Arlington Heights, IL 60005 (hereinafter referred to as “**Service Provider**”).

Witnesseth, that for the mutual considerations herein specified, **City** and **Service Provider** have agreed and do hereby agree as follows:

SECTION I – OBLIGATIONS OF SERVICE PROVIDER

- A. Perform the Services as set forth in Exhibit A.
- B. If the **Service Provider** is an individual, complete, sign and return the Ohio Public Employees Retirement System (“OPERS”) Independent Contractor Acknowledgement form.
- C. Give prompt notice to **City** should the **Service Provider** observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to **City** after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. **Service Provider** shall be entitled to retain copies for the **Service Provider’s** files.

SECTION II – OBLIGATIONS OF HILLIARD

- A. Assist the **Service Provider** by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the **Service Provider** should **City** observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

SECTION III – TERM AND TERMINATION

- A. This Agreement begins on the date signed by the City Manager and the **Service Provider** shall promptly provide the **City** with the Services as set forth in Exhibit A.
- B. The **City** may terminate this Agreement at any time by giving **Service Provider** thirty (30) days advance written notice. In the event this Agreement is terminated by **City** prior to its natural expiration, **Service Provider** shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.
- C. This Agreement may be extended for an additional year(s) if agreed to in writing, executed by the **City** and the **Service Provider**, subject to the appropriation of sufficient funds.

SECTION IV - PAYMENT

- A. **Service Provider** shall be compensated for the Services outlined in Exhibit A, for a total not to exceed \$195,833. For any assigned additional tasks/projects, **Service Provider** shall be compensated as agreed upon by the **Service Provider** and **City**, contingent upon the appropriation of sufficient funds and the approval of Hilliard City Council, if required.
- B. The **Service Provider** shall submit invoices to the attention of the **City’s City Manager** or designee, properly identified with the appropriate **City** purchase order number. A copy of the invoice shall also be sent to McCarthy Consulting, LLC at 84 West Riverglen Drive, Worthington, Ohio 43085. Payment to **Service Provider** shall be made within thirty (30) days of receiving an invoice, if additional information is not required by the **City** in order to pay the invoice.

SECTION V – RELATIONSHIP OF PARTIES

The parties acknowledge and agree that **Service Provider** is an independent contractor and is not an agent or employee of **City**. Nothing in this Agreement shall be construed to create a relationship between **Service Provider** and the **City** of a partnership, association, or joint venture. Further, the parties acknowledge that **Service Provider** is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on **City's** payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by **City** personnel as to the manner of work.

SECTION VI – INDEMNIFICATION

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the **Service Provider** agrees to indemnify and save **City**, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the **Service Provider** or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the **Service Provider** shall indemnify, defend and hold harmless **City**, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the **Service Provider**, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the **Service Provider**, any subconsultant(s) of the **Service Provider**, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

SECTION VII - INSURANCE

- A. The **Service Provider** shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the **Service Provider** may be legally negligent. The **Service Provider** shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the **Service Provider** shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The **Service Provider** shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The **Service Provider** shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. The **City** shall be held harmless for any damage to the **Service Provider's** property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the **Service Provider** is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, the **City** prior to the start of work on the project and before the **City** is obligated to make any payments to the **Service Provider** for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Hilliard is an "Additional Insured".

SECTION VIII – EMPLOYEE DOCUMENTATION

- A. **Service Provider** guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The **Service Provider** will upon demand provide **City** with appropriate documentation (Form I-9) for any **Service Provider** employee performing services for

City.

- B. The **Service Provider** agrees to indemnify **City** in accordance with Section VI of the Agreement for any issue arising out of the **Service Provider's** hiring or retention of any individual who is not authorized to work in the United States.

SECTION IX – TAXES

- A. **Service Provider** has the following identification number for income tax purposes: 37-0962090.
- B. **Service Provider** is subject to and responsible for all applicable federal, state, and local taxes.
- C. The **City** represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to **Service Provider** upon written request. **Service Provider** hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 183 of the Codified Ordinances of City, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The **Service Provider** shall receive Internal Revenue Service form 1099 from the **City** for income tax reporting purposes.

SECTION X – ASSIGNMENT

Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

SECTION XI – ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

SECTION XII - DISCRIMINATION

- A. No discrimination for reason of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, marital status, or military status shall be permitted or authorized by **City** and/or **Service Provider** in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of **Service Provider**.

SECTION XIII. GOVERNING LAW/VENUE.

Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

SECTION XIV. SEVERABILITY.

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

SECTION XV. PARAGRAPH HEADINGS.

Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

SECTION XVI. ELECTRONIC SIGNATURES.

The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that electronic signatures appearing on this Agreement or such other documents are the same as handwritten for the purposes of validity, enforceability, and admissibility.

(signature page follows)

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have entered into this Agreement and this Agreement is effective on the date signed by the City Manager as identified below.

Service Provider: Professionalsal Service Industries, Inc.

City of Hilliard, Ohio

Print Name: _____

Title: _____

Date: _____

Michelle L. Crandall
City Manager

Date: _____

Approved as to Form:

Philip Hartmann, Law Director

Fiscal Officer Certificate

As the Fiscal Officer for the City of Hilliard, Ohio, I certify that the funds required to meet the obligations of the City during the current fiscal year under the foregoing Professional Services Agreement with Professional Services Industries, Inc., in the amount of \$195,833, has been lawfully appropriated and is in the treasury of the City, or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Ohio Revised Code.

Date: _____

Karrie Martin, Acting Director of Finance
Appropriation Legislation: Ordinance No. 22-38
Effective: December 14, 2022
P.O. #: [Click or tap here to enter text.](#)
Contract Legislation: Resolution No. 23-R-
Adopted: April 24, 2023



April 5th, 2023

Mrs. Erin Pence
c/o McCarthy Consulting
84 W Riverglen Dr
Worthington, OH 43085
614.395.9351
Email: epence@mccarthyconsultingllc.com

**RE: Construction Materials Testing and Special Inspection Services
Hilliard Recreation and Wellness Center
3993 Cosgray Rd
Hilliard, OH, 43026
PSI Proposal No.: 0101-396806**

Dear Mrs. Pence:

PSI proposes to provide experienced, technical personnel to perform testing and observation services. It is also proposed to accomplish the work on a time & materials basis in accordance with the attached Schedule of Services and Fees and that the work be performed pursuant to the PSI General Conditions. Copies of the PSI Schedule of Services and Fees and General Conditions are enclosed and incorporated into this proposal. PSI's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

Scope of Services

We understand the primary services for this project will include the following Special Inspections and Testing. This was determined based upon the documents provided to us and our experience on projects of similar size and scope.

- *Earthwork Observations and Compaction Testing Services*
- *Foundations/Reinforcing Steel Observations*
- *Concrete Sampling and Testing Services*
- *Masonry Observations and Testing Services*
- *Structural Steel Observation Services*

Project Reporting

Unless required by the Project Team and/or the project specifications, all test results and field procedures will be recorded on the PSI standard laboratory and field report forms. Handwritten results are recorded in pen, not pencil. Any changes required are crossed out with a single line, initialed, and dated. All information required by the specific form utilized will be provided by the technician reporting the work. In cases where the completion of all the required information cannot occur, a full explanation is required in the "Remarks" section. Specific procedures for obtaining, completing, and approving field and laboratory reports are as follows:

FIELD REPORTS

- 1.) **During the daily activities, the technician/engineer responsible for the work electronically enters the data in a PSI issued smart phone. Any pictures to further describe items observed are emailed to the PSI project manager to upload once the final report is issued. The PSI QESTField operating system is real-time, allowing the technician to key in important information that can be reviewed by the PSI project manager and immediately emailed to**



the Project Team. The PSI technician will also handwrite field reports for review by the project team at the close of each site visit.

- 2.) Upon receipt of the handwritten reports, the project manager will compare the electronic report to the handwritten report to verify no key stroke errors and is technically correct. If corrections are required, Mr. Thompson or a member of his staff will revise the report and perform a second review. The PSI reviewer is certified by PSI to review and issue the reports to the project team. Furthermore, PSI is accredited by AMRL/CCRL and therefore is required to have a Professional Engineer that is designated as the Technical & Quality Manager for the office. This individual for the PSI Columbus office is Mr. Paul Hundley, P.E.
- 3.) After review of the reports, they are electronically signed and distributed to the project team through PSI Construction Hive, a cloud based system which can be accessed anywhere internet is available.
- 4.) **Report turnaround time with our new PSI QEST operating system is as little as the same day from the initial inspection for field reports.**

LABORATORY REPORTS

- 1.) The appropriate report formats will be stored in the laboratory for all procedures routinely performed.
- 2.) Reports covering work-in-progress will remain in the sample log-in form with the sample until the procedure is completed.
- 3.) Upon completion of the procedure, the handwritten report will be turned in to Mr. Thompson, P.E.
- 4.) Upon receipt of the handwritten reports, Mr. Thompson will perform an initial review in order to determine if all required information has been provided and/or if the report is technically correct.
- 5.) Any final correction(s) will be clearly and concisely marked by the reviewer. All copies of the report including all revisions will be kept in the project file for the appropriate time. A final review will then be performed to assure that all corrections have been made prior to distribution.
- 6.) **Report turnaround time with our new PSI QEST operating systems is same day for compressive strength test results. Our turnaround time for ASTM D-698 Standard Proctors, Sieve Analysis, and Atterberg Limits Determination is three to four business days from receipt of the sample.**

Report Delivery Method

PSI is proud to announce that a new field operating system "QEST" has been implemented company wide. PSI QEST allows for quick, efficient typing, reviewing and distribution of PSI test and inspection reports by means of our Construction Hive. Construction Hive is a cloud-based service that will allow the Project Team to quickly receive and review all test and inspection reports. An additional benefit of the Construction Hive is that any non-conforming test results are automatically distributed to each person on the distribution list as soon as the report is signed by the approved signatory. **Our turnaround time with this new system is as little as the same day of the initial inspection.**



Archiving of PSI Field/Laboratory Reports

Draft field reports are maintained on file at the local PSI office for 3 to 5 years depending on the requirements of the Project Team. Laboratory results including (but not limiting) proctors, sieve analysis, soil classification, concrete compressive

strength testing, etc. are also maintained on file at the local office for 3 to 5 years as specified by the project documents. All official copies of PSI's reports are maintained electronically. This allows easy access to reports if the client has questions or needs additional personnel need a specific report.

Laboratory Certifications

The PSI Columbus laboratory is AASHTO R-18 certified and maintains our equipment through the PSI QA-M-5 program which is nationally recognized by AMRL and CCRL. Our local laboratory facilities include the following:

Quality Systems - accredited since 1/30/2003

ASTM E329 (Aggregate, Soil, Hot Mix Asphalt, Spray Fire Resistant Materials, and Soils), AASHTO R18, ASTM C1077 (Aggregate), ASTM C1077 (Concrete), ASTM D3740 (Soil)

Soil - accredited since 3/7/2011

AASHTO Methods R58, T88, T89, T90, T99, T180, T193, T265, T267, & T310

ASTM Methods D421, D422, D698, D1140, D1557, D1883, D2216, D2487, D2974, D4318, & D6938

Aggregate - accredited since 1/30/2003

ASTM Methods C40, C117, C127, C128, C136, C566, & C702

Portland Cement Concrete - accredited since 1/30/2003

ASTM Methods C31 (Cylinders), C39, C138, C143, C172, C173, C231, C511, C617 (7000 psi and below), C1064, & C1231 (7000 psi and below)

Sprayed Fire-Resistive Material – accredited since 8/30/2013

ASTM Methods E605 & E736



Closing

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you. Please contact us if there are any questions you may have concerning this proposal and the services that PSI can provide.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Brandon J. Thompson, P.E.
Department Manager/Principal Consultant
Construction Services

Council Memo: Legislation (23-R-26)

Subject: Clover Groff Run Stream Restoration, Phase 2
From: Michelle Crandall, City Manager
Initiated by: Clark Rausch, City Engineer
Date: April 24, 2023

Executive Summary

This legislation would award the contract for the construction of the Clover Groff Run Stream Restoration, Phase 2 Project (CIP ST-38) that will restore a portion of the Clover Groff Run on the City's Roger A. Reynolds and Wellness Campus properties south of Scioto Darby Road.

Staff Recommendation

Staff recommends the approval of a construction contract with Ironsite, Inc. in the amount of \$1,333,300.00 for the construction of the Clover Groff Run Stream Restoration, Phase 2 Project (CIP ST-38). Staff also recommends the approval of a professional services agreement with EMH&T, Inc. in the amount \$60,600.00 for construction administration and inspection services.

Background

Clover Groff Run (formerly known as Clover Groff Ditch) is one of two major tributaries that unite to form Hellbranch Run, which flows directly into the State and National Scenic Big Darby Creek. The City completed construction of Phase I of the Clover Groff Run Stream Restoration Project immediately south of Scioto Darby Creek Road in 2016. The Phase 1 project included approximately 1,295 feet of stream restoration and was funded by an Ohio EPA Section 319(h) grant awarded to the City in 2013. The Phase 2 project will begin south of Phase I and consist of a total of 2,840 linear feet of stream restoration, providing for the complete restoration of Clover Groff Run within the City-owned property south of Scioto Darby Road.

The engineer's estimate for CIP ST-38 was \$1,610,249.00. The City opened bids for this project on March 31, 2023. The following five bids were received for this project:

Ironsite, Inc.	\$1,212,011.52
Miller Brothers Construction, Inc.	\$1,312,501.00
John Eramo & Sons	\$1,325,754.00
George J. Igel, Inc.	\$1,397,844.85
Evans Landscaping, Inc.	\$1,528,312.50

As an aside, Phase 1 of the Clover Groff Run Stream Restoration was completed by Facemyer, Inc., now known as Ironsite, Inc. Staff feels the consistency of having the same contractor on both phases of the stream restoration will be beneficial to the success of the project.

Financial Impacts

The City appropriated \$1,011,000.00 toward this project in the 2023 Capital Improvements Budget. The City was also successful in obtaining a Clean Ohio Green Space Conservation Program grant in the amount of \$594,747.00 toward construction of the Clover Groff Run Stream Restoration Project, Phase 2. Total grant and local funds available for the project are \$1,605,747.00.

In addition, staff requests that a 10% contingency be added to the construction contract in the amount of \$121,289.00 for any cost overruns encountered on the project; 5% be encumbered for construction administration and inspection by EMH&T, Inc. in the amount of \$60,600.00; and 5% be encumbered for City staff construction administration in the amount of \$60,600.00.

This brings total project expenses to \$1,454,500.00, not including any additional engineering services that may become necessary during construction.

Expected Benefits

The construction of the Clover Groff Run Stream Restoration, Phase 2 will complete the restoration of Clover Groff Run on the City's property south of Scioto Darby Road. The project is consistent with the Big Darby Accord Plan, and will improve water quality, aquatic and terrestrial habitat of the stream. In addition, the project will allow the City to redefine the boundaries of the 100-year floodplain for Clover Groff Run on the City's Wellness Campus property, thus allowing more of the property to be developed for the new Community Center and athletic fields.

Attachments

None



Resolution: 23-R-26

Adopted:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CIP ST-38, CLOVER GROFF RUN STREAM RESTORATION PROJECT, PHASE 2 AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, Clover Groff Run is located in the Big Darby Creek watershed on the west side of the City of Hilliard; and

WHEREAS, natural stream restoration of the Clover Groff Run is consistent with the Big Darby Accord Plan, and will improve water quality, aquatic and terrestrial habitat of the ditch; and

WHEREAS, the City completed construction of Phase 1 of the Clover Groff Run Stream Restoration Project immediately south of Scioto Darby Creek Road in 2016; and

WHEREAS, construction of Clover Groff Run Stream Restoration, Phase 2 will restore the entire section of Clover Groff Run on the City's property south of Scioto Darby Road; and

WHEREAS, in Resolution No. 22-R-16, adopted February 28, 2022, this Council authorized the City Manager to submit an application to the Ohio Public Works Commission for Clean Ohio Green Space Conservation Program funds ("the Program"), for financial assistance for the Clover Groff Run Stream Restoration Project, Phase 2 (the "Project"); and

WHEREAS, the City's application was successful and the City was awarded a Grant from the Program in 2023 in the amount of \$594,747.00; and

WHEREAS, the City has included the Project as CIP ST-38 in its 2023 Capital Improvement Plan; and

WHEREAS, the engineer's estimated cost for the Project is \$1,610,249.00; and

WHEREAS, after having duly advertised for bids for two consecutive weeks, bids for the Project were opened electronically on Bid Express at 2:00 PM on March 31, 2023, and Ironsite, Inc. ("Contractor") who submitted a bid of \$1,212,011.52 was deemed to be the lowest and best bidder; and

WHEREAS, funds for the Project were included in the 2022 Capital Improvement Budget by Ordinance No. 22-38, approved by Hilliard City Council on November 14, 2022, and pursuant to Section 3.10 of the City's Charter, authorization to enter into this contract may be made by Resolution of Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. An expenditure is authorized from Fund 304, Object 55 in an amount not to exceed \$1,454,500.00 to fund the Project.

SECTION 2. The City Manager is authorized to enter into a construction contract for the Clover Groff Run Stream Restoration Project, Phase 2 (CIP ST-38) with Ironsite, Inc. in an amount not to exceed \$1,333,300.00, which includes a contingency of ten percent (10%) of the bid amount to pay for any cost overruns associated with the Project.

SECTION 3. The City Manager is authorized to enter into a professional services contract with EMH&T in an amount not to exceed \$60,600.00 to provide the City with construction administration, inspection, and testing services required for the Project.

SECTION 4. The City Manager is authorized to pay the cost of City staff services to provide construction administration required for the Project in an amount not to exceed \$60,600.00.

SECTION 5. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-26					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation					
<input type="checkbox"/> Referred Back To Committee					

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-26** passed by the Hilliard City Council on the 24th day of April 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 24th day of April 2023.

 Diane C. Werbrich, MMC

Council Memo: Legislation (23-R-27)

Subject: 2023 SMRP
From: Michelle Crandall, City Manager
Initiated by: Letty Schamp, Transportation & Mobility Director
Date: April 24, 2023

Executive Summary

This legislation authorizes the City Manager to enter into new contracts and modify an existing contract related to the annual Street Maintenance & Rehabilitation Program.

Staff Recommendation

Staff recommends approval of this resolution to enable the award of various contracts that will improve infrastructure condition citywide.

Background

Each year the City of Hilliard awards contracts for its an annual Street Maintenance & Rehabilitation Program (SMRP). In general, the annual SMRP includes:

- **Preventative maintenance activities**, such as crack sealing, microsurfacing, cape sealing, and chip sealing. These treatments are used to prolong the life of existing pavements in a cost-effective way.
- **Repair activities**, such as partial or full depth repair of pavements or curbs. These moderate cost treatments are used in locations where pavements have isolated failures/deterioration or where cracks have become too wide for traditional preventative maintenance activities alone.
- **Street resurfacing**. This higher cost mill & overlay treatment is used on streets that can no longer be maintained or repaired. When a street is resurfaced, curbs are repaired, drainage structures may be adjusted, and curb ramps are brought into compliance with ADA, if required.
- **Accessibility upgrades**, such as curb ramps, sidewalk panel replacements that are the City's responsibility, and traffic signal upgrades to meet current accessibility requirements.
- **Other miscellaneous street-related items** such as pavement marking, incidental traffic signal maintenance, and restoration.

The scope of the 2023 SMRP is shown in a Location Map, provided in **Attachment A**. The scope of work (microsurfacing, cape seal, pavement repairs, and resurfacing) identified for the various streets is based on pavement condition ratings, average daily traffic, functional class of street, and budget.

The estimate for the 2023 SMRP was \$2.278M. Bids for the SMRP were opened on Bid Express on April 6, 2023. Two bids were received as summarized below.

Strawser Paving Company: \$2,364,149.00
Decker Construction Company: \$2,450,595.91

Strawser Paving Company has been identified as the lowest and best bidder. Strawser Paving Company's maximum not to exceed contract amount is \$2,600,000, which includes an approximate ten percent contingency to cover approved change orders and quantity adjustments.

Through the Ohio Department of Transportation's Cooperative Purchasing Agreement (101G-24 contract), the City will enter into a contract with Strawser Construction, Inc. for crack sealing and crack filling. The scope and location of work associated with this contract is provided in **Attachment B**. The estimated cost for this work is \$137,723. Strawser Construction Inc.'s maximum not to exceed contract amount is \$151,000, which includes an approximately ten percent contingency to cover quantity adjustments.

On April 11, 2022, Hilliard City Council passed Resolution No. 22-R-29, which authorized an annual professional services agreement with DLZ Ohio, Inc. to provide construction services. This includes contract administration, inspection, and materials testing. The City desires to utilize DLZ Ohio to provide construction services for the 2023 SMRP. The estimated cost to provide these services is \$197,860, as provided in **Attachment C**. DLZ Ohio's maximum not to exceed contract amount is \$217,000, which includes an approximately ten percent contingency to cover additional work or changes in work.

Financial Impacts

The financial impacts of this piece of legislation are summarized below.

2023 SMRP Summary of Costs

Vendor	Contract Amount	Contingency Amount (~10%)	Maximum Not to Exceed Amount
Strawser Paving Company	\$2,364,149	\$235,851	\$2,600,000
Strawser Construction Inc.	\$137,723	\$13,277	\$151,000
DLZ Ohio, Inc.	\$197,860	\$19,140	\$217,000
Total			\$2,968,000

Funding for the 2023 SMRP was included in the 2023 Capital Improvement Budget passed by Hilliard City Council on November 14, 2022 via Ordinance No. 22-38. This legislation authorizes the expenditure of funds as presented below.

2023 SMRP Funding Sources

CIP Project	Fund/Object Numbers	Amount
T-121 SMRP	202/55 and 206/55	\$2,733,000
T-154 Traffic Signal Asset Management Program	202/55	\$235,000
Total		\$2,968,000

The 2023 budget remaining for T-121 will be utilized to fund the following activities:

1. Professional services agreement with Resource International in Spring 2023 for a pavement specialist
2. Update pavement condition ratings in Fall 2023
3. Resurfacing of Main Street in Old Hilliard in the Fall of 2023 or Spring of 2024
4. Other minor street or sidewalk maintenance or repair contracts

Expected Benefits

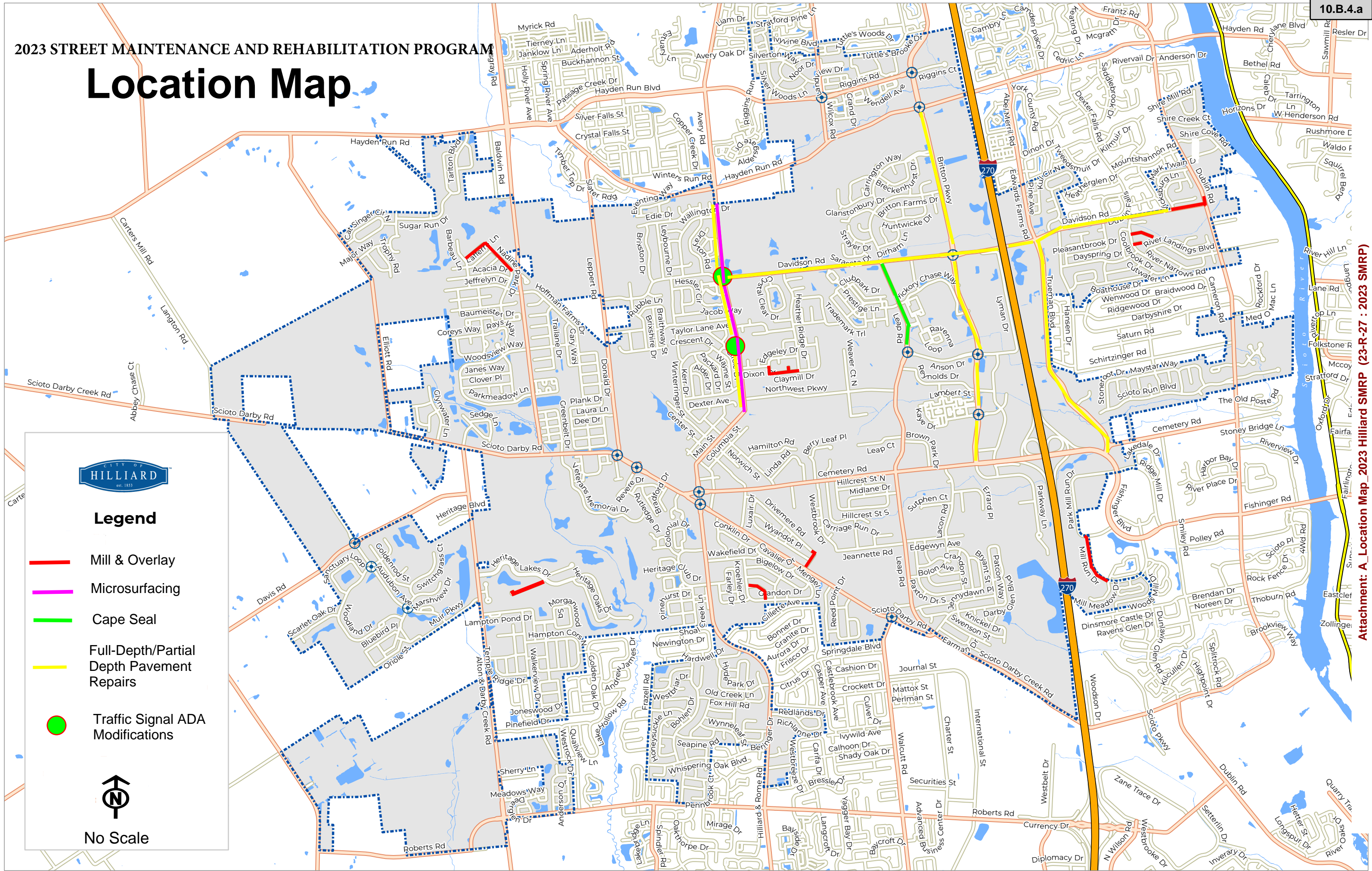
The benefit of the legislation is improved conditions for transportation assets.

Attachments

- Attachment A: Location Map 2023 Hilliard SMRP
- Attachment B: Strawser Constustion Proposal Hilliard 2023 Revised
- Attachment C: DLZ Proposal Hilliard 2023 SMRP

2023 STREET MAINTENANCE AND REHABILITATION PROGRAM

Location Map



Legend

- Mill & Overlay
- Microsurfacing
- Cape Seal
- Full-Depth/Partial Depth Pavement Repairs
- Traffic Signal ADA Modifications



No Scale



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570
www.strawserconstruction.com

PROPOSAL

Date: 4.13.2023

Name: Letty Schamp

Agency: City of Hilliard

Address: 3790 Municipal Way

City, State, Zip: Hilliard, OH 43026

Phone: 614.334.2456

Email: lschamp@hilliardohio.gov

Project: 2023 Preservation Program

Dear Mrs Schamp,

Strawser Construction Inc. is pleased to present the following proposal for your review.

All measurements were obtained digitally. Invoice will be billed per field measurement of work in place.

We will furnish all labor, equipment and materials to complete the following scope of work:

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Crack Seal Type II	19,980.00	SY	\$0.68	\$13,586.40

Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
Crack Fill with Mastic One	13,348.00	LF	\$9.30	\$124,136.40

Total \$137,722.80



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570
www.strawserconstruction.com

PROPOSAL **(continued)**

Conditions:

- * Pricing valid for 30 days after the date listed on page 1. If signed proposal has not been accepted and returned within 30 days, Strawser Construction Inc. has the right to adjust pricing due to the current volatile asphalt index.
- * Proposed quantities are based on site conditions on: March 2023
- * This proposal includes only the scope of work listed on page 1. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser Construction Inc.
- * Prices are based on 1 mobilization. Work to be completed in 2023.
- * Unit Price items will be billed per installed quantities.
- * Prices include sales tax if project is not tax exempt.

Notes:

- * Existing pavement is expected to support the weight of normal construction loads.
- * Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- * Upon the awarding of the proposal, please supply Strawser Construction Inc. with an Ohio Department of Taxation Construction Contract Exemption Certificate, if applicable.
- * Pavement to be clean of all debris before our arrival.
- * Does not include any sealing of curb lines or gutter pans and no asphalt repairs
- * Crack Fill with Mastic one is intended to fill cracks larger than ODOT crack seal specs. It is not a leveling product.
- * Any changes in qty may affect unit pricing

Please call with any questions.

Thank you,

Dominic Caminiti
 Strawser Construction Inc.
 614.203.8089
dcaminiti@strawserconst.com

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$137,722.80

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.

This account is subjected to a finance charge computed at an annual percentage rate of 18 % on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

Date: _____
Timothy W. Amling, Senior Estimator

Date: _____
Douglas C. Perry, Senior Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

In the event of purchaser’s failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney’s fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisal, stay and exemption laws of this State.

This Contract and all TERMS AND CONDITONS, rights and remedies herein contained shall bind the parties hereto.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: _____
Title: _____

Date of Acceptance: _____

Authorized Signature: _____

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named. unless otherwise stated.
2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.
3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller’s Credit Department.
4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller’s liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.
5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carrv fire. tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.
6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

Attachment: B_Strawser Construction Proposal_Hilliard 2023 Revised (23-R-27 : 2023 SMRP)

Sales and Use Tax

Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name City of Hilliard
 Exact location of job/project Various Roads
 Name of job/project as it appears on contract documentation 2023 Preservation Program

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as define in Ohio Revised Code (R.C.) section 5739.02 (8)(12);	<input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Strawser Construction Inc.
 Signed by _____
 Title _____
 Street address 1392 Dublin Road
 City, state, ZIP Columbus, OH 43215
 Date _____

Owner/Contractee

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Subcontractor

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Political Subdivision

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Road or Street Name	Limits		Length Feet	Width Feet	Verified SQ YDS	Additional Notes (Vegetation, Traffic, Etc.)
	Start	End				
Crack Seal Only						
Northwest Pkwy	Leap Rd	Pavement Change	2380	27	7550	19,980 SY - Crack Seal only
Leppert Rd	Corp Line	N of Round a Bout	4375	28	12,430	
Crack Seal & Mastic Roads					19,980	
Lakeview Drive	Greenbelt Dr	Treebrook Dr	872	22	2132	Hoffman Farms Subdivision - 5,827 LF of Mastic Crack Fill. 45,732 SY of crack seal
Meadowbrook Lane	Greenbelt Dr	Treebrook Dr	915	22	2333	
Dee Drive	Greenbelt Dr	Treebrook Dr	915	22	2333	
Treebrook Drive	Lakeview Dr	Laura Ln	903	23	2334	
Greenbelt Drive	Lakeview Dr	Plank Dr	1210	23	3142	
Hoffman Farms Drive	Scioto Darrby Rd	Gary Way	4000	32	14222	
Laura Lane	Greenbelt Dr	Leppert Rd	1265	23	3385	
Plank Drive	Greenbelt Dr	Donald Dr	920	23	2470	
Donald Drive	Plank Dr	Park Pl	1534	23	4030	
Schoolway Drive	Hoffman Farms Dr	Leppert Rd	838	23	2340	
Barababra Drive	Hoffman Farms Dr	Donald Dr	518	23	1375	
Park Place	Hoffman Farms Dr	Donald Dr	515	23	1396	
Walterway Drive	Gary Way	Hoffman Farms Dr	295	23	830	
Gary Way	Walterway Dr	Hoffman Farms Dr	1286	23	3410	
					45732	
Strider Lane	Alton Darby Creek Rd	Walkerview Dr	1170	33	4485	Lakewood subdivision - 7,521 LF of Mastic Crack Fill. 66,234 SY of crack seal
Temple Ridge Drive	Strider Ln	Walkerview Dr	1340	23	3472	
Jergens Place	Temple Ridge Dr	Strider Ln	497	22	1265	
Benbrook Pond Drive	Temple Ridge Dr	Cul de Sac	1438	22	4055	
Walkerview Drive	Pavement Change	Lampton Pond Dr	2021	22	4990	
Big Leaf Lane	Walkerview Dr	Echo Park Dr	605	22	1528	
Barley Oaks Road	Cul de Sac	Walkerview Dr	841	22	2965	
Lampton Pond Drive	Alton Darby Creek Rd	Vinton Park Pl	1510	29	6075	
Vinton Park Place	Hampton Corners N	Lampton Pond Dr	955	28	3050	
Castlebury Blvd.	Vinton Park Pl	Morganwood Square	610	36	2490	
Echo Park Drive	Landen Farm Rd	Castlebury Blvd	1200	28	3829	
Morganwood Square	Castlebury Blvd	Castlebury Blvd	2085	22	5200	

Hampton Corners N	Walkerview Dr	Heather Meadows Dr	1928	28	6030
Hampton Corners S	Echo Park Dr	Heather Meadows Dr	1275	22	3235
Kaylyn Lane	Hampton Corners S	Hampton Corners N	870	22	2170
Cassey Street	Hampton Corners S	Hampton Corners N	870	22	2170
Landen Farm Road E	Joneswood Dr	Echo Park Dr	1230	22	3145
Landen Farm Road W	Joneswood Dr	Echo Park Dr	1312	22	3350
Nova Park Lane	Landen Farm Rd W	Landed Farm Rd E	538	22	1365
Homewell Street	Landen Farm Rd W	Landed Farm Rd E	538	22	1365
					66234



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

April 10, 2023

Letty Schamp, PE
Transportation/Mobility Director
City of Hilliard
3800 Municipal Way
Hilliard, OH 43026

RE: Construction Management and Inspection Proposal
City of Hilliard General Engineering Services Agreement
2023 Street Maintenance Repair Program

Dear Letty,

As you requested, DLZ has prepared scope of services for Construction Management, Inspection and Material Testing for the City's 2023 Street Maintenance Repair Program project. We have also attached our current rate sheet. DLZ proposes to perform the following:

SCOPE OF SERVICES

DLZ will provide field personnel, equipment, laboratory services and office support personnel to perform Construction Services as detailed below:

1. **Construction Management/Administration**
 - 1.1. Schedule and conduct a preconstruction coordination meeting.
 - 1.1.1. DLZ will provide the following:
 - 1.1.1.1. Sign-in sheet
 - 1.1.1.2. Meeting agenda
 - 1.1.1.3. Prepare final meeting minutes
 - 1.2. Schedule and conduct monthly progress meetings, or more frequent based upon the needs of the City and/or project.
 - 1.2.1. DLZ will provide the following:
 - 1.2.1.1. Sign-in sheet
 - 1.2.1.2. Meeting agenda
 - 1.2.1.3. Prepare final meeting minutes
 - 1.3. Schedule and conduct on-site field meetings as needed.
 - 1.4. Review initial and monthly progress schedules.
 - 1.5. Provide recommendations with respect to time extension requests generated by the Contractor.
 - 1.6. Provide recommendations and guidance to mitigate delays.
 - 1.7. Review pay applications and change orders.
 - 1.8. Provide recommendations and guidance with respect to project change orders.
 - 1.9. Issue Field Work Orders and Engineering Field Letters as needed.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

2023 Street Maintenance Repair Program
City of Hilliard, Ohio
Page 2 of 2

2. Construction Inspection & Materials Testing

- 2.1. Provide an on-site field representative to observe and document construction activities and perform materials testing as required.
- 2.2. Prepare daily documentation of site activities to include quantity tracking.
- 2.3. Coordinate with project affected residents or businesses and help remediate concerns or issues.
- 2.4. Observe conformance with the approved plans and specifications.
- 2.5. Provide a Construction Observer Manager or Engineer on-site for proof rolls.
- 2.6. Perform compaction testing using a Density Gauge (nuclear or non-nuclear) on asphalt concrete as required.
- 2.7. Laboratory testing will be performed on concrete and asphalt concrete in accordance with the appropriate ASTM standard, ACI or other appropriate testing procedures and in accordance with the contract documents.
- 2.8. Perform, prepare, and track project completion punch list.
- 2.9. Project documentation will be stored and accessed from DLZ's web-based Project Management System, e-Builder.

3. Exclusions

- 3.1. DLZ will not be responsible for the Contractor's means, methods, safety procedures, schedule, and survey.

Services will be certified by a DLZ licensed Professional Engineer registered in the State of Ohio.

We propose to provide experienced technical personnel to perform the necessary testing in accordance with the project specifications. In addition, we propose to accomplish the work on a unit-rate basis in accordance with our attached fee schedule.

CLOSING

We appreciate the opportunity to provide the City of Hilliard Construction Services for this very important project. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Brian Witt, P.E.

Construction Project Manager

CC: Gary Bowen, CCM @ DLZ, Jody D. Sucharski, PE, CCM @ DLZ, Justin L. Bukey @ DLZ

City of Hilliard
 2023 Street Maintenance Repair Program
 Fee Estimate
 DLZ Ohio, Inc.

Task No.	Task	Staff Man-hours											LABOR	DIRECT COSTS	SUBCONSULTANT FEE	TASK TOTAL	
		CM/CE2	PM	CE1	CM	PI	PI OT	S&A	S&A OT								TOTAL
		JS	JB	BW		JT	JT	TR	TR								
	Billing Rates	\$235.00	\$190.00	\$130.00		\$120.00	\$120.00	\$70.00	\$105.00								
1.0	General																
1.01	Pre Construction Meeting	2	2	2		2						8	\$1,350.00				
1.02	Progress Meetings (Monthly)		4	4		4						12	\$1,760.00				
1.03	Pay Application Review			12								12	\$1,560.00				
1.04	PBOM & Material Certifications					16						16	\$1,920.00				
1.05	Management Time			320								320	\$41,600.00				
1.06	2023 Development for 2024 SMRP			40		80		80				200	\$20,400.00				
1.07												0	\$0.00				
												0	\$0.00				
		2	6	378	0	22	0	0	0	0	0	368				\$68,590.00	
2.0																	
2.01												0	\$0.00				
		0	0	0	0	0	0	0	0	0	0	0				\$0.00	
3.0	Field Project Representation																
3.01	On-site Representation					640	152	120				912	\$103,440.00				
3.02	Soil Testing											0	\$0.00				
3.03	Asphalt Testing							60	15			75	\$5,775.00				
3.04	Concrete Testing							60	15			75	\$5,775.00				
3.05												0	\$0.00				
		0	0	0	0	640	152	240	30	0	0	1062				\$114,990.00	
4.0	Testing/Vehicle/Subsistence																
4.01	Concrete Cylinders (\$23.00 per cylinder)											15	\$345.00				
4.02	Concrete Beams (\$78.00 per beam)											0	\$0.00				
4.03	Moisture Density Curves & Gradation (\$387 per sample)											0	\$0.00				
4.04	Asphalt AC Content/Gradation (\$280 per sample)											12	\$3,360.00				
4.05	Asphalt BSG (\$165 per set of 3 samples)											8	\$1,320.00				
4.06	Compaction Equipment (\$59 per day)											5	\$295.00				
4.07	Vehicle (\$70 per day)											128	\$8,960.00				
																	\$14,280.00
	Total Hours	2	6	378	0	662	152	240	30	0	0	1470					DBE 0%
	Total Costs												\$183,580.00	\$14,280.00	incl. in labor and direct costs		\$197,860.00

Attachment: C_DLZ Proposal_Hilliard 2023 SMRP (23-R-27 : 2023 SMRP)



Resolution: 23-R-27

Adopted:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE 2023 STREET MAINTENANCE AND REHABILITATION PROGRAM (SMRP); AUTHORIZING PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM; AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City conducted its annual evaluation of streets, traffic signals, pavement markings, sidewalks, and curb ramps and have identified and prioritized those needing repair and maintenance; and

WHEREAS, those streets and incidental items prioritized for repair are identified in the 2023 Street Maintenance & Rehabilitation Program (CIP T-121) and in the Traffic Signal Asset Management Program (CIP T-154) hereinafter collectively referred to as the "Project"; and

WHEREAS, the estimated cost for the Project was \$2,278,000; and

WHEREAS, after having been duly advertised for three consecutive weeks, bids for the Project were opened electronically on Bid Express at 3:00 p.m., April 6, 2023, and Strawser Paving Company, which submitted a bid in the amount of \$2,364,149, was determined to be the lowest and best bidder ("Contractor"); and

WHEREAS, an approximate ten percent (10%) contingency in the amount of \$235,851 is available to cover approved change orders; and

WHEREAS, Section 5513.01(B) of Ohio Revised Code provides the opportunity for Municipal Corporations to participate in contracts of the Ohio Department of Transportation (ODOT) for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, the City desires to participate in ODOT's Cooperative Purchasing Program to enter into a contract with Strawser Construction Inc. for crack sealing and crack filling as part of its 101-G contract for work estimated to be \$151,000, which includes an approximate ten percent (10%) contingency; and

WHEREAS, on April 11, 2022, by passage of Resolution No. 22-R-29, Hilliard City Council authorized a n annual professional services agreement with DLZ Ohio, Inc. for construction services; and

WHEREAS, the estimated cost to provide contract administration, inspection, and testing services for the Project by DLZ, Ohio, Inc is \$217,000, which includes an approximate ten percent (10%) contingency; and

WHEREAS, funds for the Project, totaling \$2,968,000, were appropriated in the 2023 Capital Improvement Budget by Ordinance No. 22-38, passed by City Council on November 14, 2022, and pursuant to Section 3.10 of the Charter of the City, authorization for this contract may be established by resolution of Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio that:

SECTION 1. An expenditure for the Project is authorized in an amount not to exceed \$2,968,000 as follows:

- CIP T-121 (Fund 202/206, Object 55): \$2,733,000

- CIP T-154 (Fund 202, Object 55): \$235,000

SECTION 2. The City Manager is authorized to enter into a contract with Strawser Paving Company for the 2023 Street Maintenance and Rehabilitation Program (SMRP) in a contract amount of \$2,364,149, with authorization to approve change orders in an amount not to exceed \$235,851 for a total not to exceed amount of \$2,600,000.

SECTION 3. The City Manager hereby requests authority in the name of the City of Hilliard to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies, or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01(B). The City Manager is hereby authorized to agree in the name of the City of Hilliard to be bound by all terms and conditions as the Director of Transportation prescribes. The City Manager is hereby authorized to agree in the name of the City of Hilliard to directly pay Strawser Construction Inc., under ODOT's 101-G contract in an amount not to exceed \$151,000. The City of Hilliard agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of Hilliard agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Hilliard may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

SECTION 4. The City Manager is authorized to modify the existing professional services agreement with DLZ Ohio, Inc in an amount not to exceed \$217,000 to provide contract administration, inspection, and testing services for the Project.

SECTION 5. The Finance Director is authorized to transfer a maximum of ten thousand dollars (\$10,000) from Fund 202/206, Object 55 to Fund 283, Object 51 to cover Hilliard staff time during construction.

SECTION 6. The Finance Director is authorized to make any accounting changes to revise the funding source for any contract or contract modification associated with expenditure of the funds.

SECTION 7. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
 Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
 Director of Law

✓ Vote Record - Resolution 23-R-27						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-27** passed by the Hilliard City Council on the 24th day of April 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 24th day of April 2023.

Diane C. Werbrich, MMC

Council Memo: Legislation (23-R-28)

Subject: Accepting the Comprehensive Plan Update
From: Michelle Crandall, City Manager
Initiated by: Dan Ralley, Assistant City Manager, Community Development
Date: April 24, 2023

Executive Summary

This legislation accepts the Community Plan Update as worked on by staff, the Design Steering Committee, planning NEXT, and community input.

Background

At the March 27, 2023 City Council Committee of the Whole meeting, representatives from planning NEXT provided an overview of the Community Plan Update and the work of the Hilliard by Design Steering Committee. City Council is now being asked to formally consider the approval of the Comprehensive Plan. Update.

A final copy of the Community Plan Update can be found using this link:

<https://acpplan.sharepoint.com/f:/s/HilliardComprehensivePlan/EmKrsWzqRQdNg7tyNc8vsnEBfLee0E-nhqiOgDoMsodkBA?e=XqmyRo>

Since the March 27th meeting the following changes have been made to the Comprehensive Plan Update document:

Overall: fixed minor grammatical mistakes and typos throughout the document.

1. Introduction

- No substantive changes

2. Land Use and Development

- Page 19. Notable change in Land Use (table)
 - The right column is the sum of items in the above table. The left column is from the 2011 Plan. These numbers reflect percent of land use in the planning area. Single family residential includes three things: Low Density, Medium Density, and Rural Edge.
- Future Land Use and Character Map
 - Map change: Senior living applied to several sites between Leap, Britton Pkwy, and Anson Dr based on current development.
 - Map change: All undeveloped, agricultural, or Rural Edge land existing in the Darby Area has been changed to Conservation Development.
 - Adjusted colors on map to be more readable. Changed colors to match throughout chapter.

3. Economic Vitality

- Page 41: Clarified infrastructure spending diagram with caption
- EV 1: rewrote last sentence for clarity
- EV 2: Removed the target limit of residential by % (this is tricky to define in a plan and could make the code work more challenging as previously written). Also removed reference to asking about “target market” (that could imply a violation of fair housing law).

4. Mobility and Connectivity

- Revised Map 4.5 with improved graphics. This version is simpler and easier to read.
- Replaced the street design sections (pages 64-65) and made the labels larger and easier to read.
- Revised Map 4.6 to remove the proposed SUP through the middle of the Fairgrounds site.

- Revised Map 4.7 to be consistent with 4.6 and change the color of priority projects 14 and 15.
- Removed Actions 13 (project is underway now)
- Removed Action 14 (about monitoring congestion and considering future road expansion projects) as it was contradictory to the recommendations of the remainder of the chapter.
- Renumbered actions

5. Parks and Public Spaces

- No substantive changes

6. Focus Areas

Old Hilliard

- Added action **Develop a financing strategy to provide infrastructure improvements concurrent with development.**
- Renumbered Actions

Cemetery Road Corridor

- Added action **Develop a financing strategy to provide infrastructure improvements concurrent with development.**
- Renumbered Actions

Big Darby Area

- Mentioned housing affordability as a potential criteria (page 147)

Financial Impacts

There are no anticipated financial impacts.

Expected Benefits

The updated Community Plan will serve as a guide for making policy and development decisions for the betterment of the City and its citizens

Attachments

None



Resolution: 23-R-28

Adopted:

Page 1 of

Effective:

ACCEPTING THE “2023 HILLIARD COMMUNITY PLAN” FOR THE CITY OF HILLIARD, OHIO

WHEREAS, by passage of Resolution No. 21-R-47 on June 28, 2021, City Council authorized the City Manager to enter into a multi-year contract with planning NEXT to prepare an updated comprehensive plan (the “Plan”) to address the changing needs and priorities of the City and to focus on making decisions that promote an economically, physically, environmentally and socially healthy community; and

WHEREAS, the planning process undertaken by planning NEXT sought to fully integrate land use, transportation, parks and public spaces, economic development, utilities and other public services to more effectively account for the needs of, and inter-relationships between each component in devising a long-range strategic plan for the City that is fiscally sound; and

WHEREAS, planning NEXT initiated a multi-year planning process which included three distinct rounds of public participation with online resources and the use of a Steering Committee to develop the Plan; and

WHEREAS, at its final scheduled public meeting on January 25, 2023, the Steering Committee reviewed final components of the Plan and forwarded the Plan to the Planning and Zoning Commission for consideration; and

WHEREAS, at its regularly scheduled public meeting on March 9, 2023, the Planning and Zoning Commission reviewed the Plan and unanimously voted to forward a positive recommendation to City Council for its acceptance; and

WHEREAS, the Council of the City of Hilliard, Ohio, has reviewed the Plan and desires to accept said Plan to guide the City’s future development.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The “2023 Hilliard Community Plan,” linked hereto as Exhibit “A” and incorporated herein, is approved and accepted by the City, which shall serve as a guide for making policy and development decisions for the betterment of the City and its citizens.

SECTION 2. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
 Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
 Director of Law

✓ Vote Record - Resolution 23-R-28						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-28** passed by the Hilliard City Council on the 24th day of April 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 24th day of April 2023.

Diane C. Werbrich, MMC

Council Memo: Legislation (23-R-29)

Subject: Weaver Court Tech Flex CRA
From: Michelle Crandall, City Manager
Initiated by: David Meadows, Director of Economic Development
Date: April 24, 2023

Executive Summary

Approval of this legislation would authorize the City Manager to enter into a 10-year, 50 percent Community Reinvestment Area (CRA) Agreement with Weaver Flex LLC.

Staff Recommendation

City staff recommends that City Council authorize the City Manager to enter into a CRA Agreement with Weaver Flex LLC.

Background

The developer has been working with the City to identify sites and opportunities to develop technology/flex industrial space to grow inventory of product to attract and retain businesses in Hilliard. The Owner seeks to split and acquire a portion of parcel number 050-002994 as identified by the Franklin County Auditor's Office, to construct 72,000 square feet of flex industrial space. This site was previously owned by Granite Inliner who constructed a 36,000 flex/office building in 2019.

The developer will invest approximately \$8.7 million, which includes approximately \$7,915,000 in new construction and \$785,000 in acquisition costs (the "Facility"). The Owner will identify tenants to locate and expand to the Facility that will lead to the creation of 55 jobs with \$3 million in annual payroll.

Financial Impacts

N/A

Expected Benefits

This project is expected to support \$3 million in total payroll with \$75,000 in withholding taxes for the City within 5 years. Approximately \$79,453 in new property tax will be generated annually including \$10,678 to Norwich Township and \$48,625 to Hilliard City School District.

Attachments

N/A



Resolution: 23-R-29

Adopted:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH WEAVER FLEX LLC.

WHEREAS, the Council of the City of Hilliard, Ohio by Resolution No. 04-C-54 adopted November 22, 2004, designated certain area in the City as the I-270 West CRA pursuant to Ohio Revised Code ("R.C.") Chapter 3735; and

WHEREAS, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 04-C-54, contained the characteristics set forth in R.C. Chapter 3735 and confirmed the I-270 West CRA by certification number 049354476-04 on November 14, 2005; and

WHEREAS, the Owner seeks to split and acquire a portion of parcel number 050-002994 as identified by the Franklin County Auditor's Office, to construct 72,000 square feet of flex industrial space (the "Property"); and

WHEREAS, on the Property, the Owner desires to invest approximately \$8.7 million, which includes approximately \$7,915,000 in new construction and \$785,000 in acquisition costs (the "Facility"). The Owner will identify tenants to locate and expand to the Facility (the "Project") provided that appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Owner has applied to the City requesting a 10-year, 50% Community Reinvestment Area abatement on the increase in appraised value of the Property resulting from the Project (the "Incentive"); and

WHEREAS, the City has investigated the Owner's application, **attached** hereto as Exhibit "One" and incorporated herein, and has recommended the same to this Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the I-270 West CRA and improve the economic climate of the City; and

WHEREAS, the Owner has submitted the required state application fee of \$750 made payable to the Ohio Development of Development to be forwarded to said department with a copy of the final signed agreement; and

WHEREAS, the Property is located in the Hilliard City School District (the "School District") and in the area served by the Tolles Career and Technical Center (the "Career Center") and the Boards of Education of the School District and the Career Center have been notified in accordance with R.C. Section 5709.83 and have been provided a copy of the Application; and

WHEREAS, pursuant to R.C. Section 3735.671(A)(2), the Board of Education of the School District has received the required estimates which show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes charged and payable with respect to the Project, had the Project not been exempted from taxation, and therefore, approval of the exemption by the School District is not required; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671, the parties hereto desire to set forth their agreement in writing with respect to matters hereinafter contained.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hilliard, Ohio, that:

SECTION 1. The Council for the City of Hilliard finds that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the I-270 West CRA and to improve the economic climate of the City. The Owner shall invest approximately eight million seven hundred thousand dollars (\$8,700,000) into the Project, no later than December 31, 2024. The Project will result in the creation of fifty-five (55) full-time employees with \$3 million in annual payroll within five years of the construction completion, for which the tenants will pay withholding taxes to the City of approximately \$75,000 per year throughout the term of this Agreement.

SECTION 2. The City has notified the School District and the Career Center pursuant to R.C. Section 5709.83 of its intention to take formal action to adopt or enter into the CRA Agreement with the Owner. In addition, the City has provided the Board of Education of the School District with timely notice of this Agreement and the estimates required by R.C. Section 3735.671(A)(2), which estimates show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes that would have been charged and payable with respect to the Property had the Project not been exempted from taxation.

SECTION 3. The City Manager is authorized to enter into a CRA Agreement, substantially similar to the one **attached** hereto as Exhibit "B", with the Owner and the Enterprise providing a 50% real property tax exemption for ten (10) years (collectively, the "Exemption") on the increase in assessed value of the Property resulting from the Project. The City Manager is authorized to make such changes to the Agreement that are not inconsistent with this Resolution and not adverse to the City, which shall be evidenced conclusively by her signature thereof that such changes are approved by Council. The City Manager is authorized to enter into any other agreements or sign any documents necessary to effectuate the Agreement and the Exemption provided herein.

SECTION 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 5. This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Resolution 23-R-29						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **23-R-29** passed by the Hilliard City Council on the 24th day of April 2023.

IN TESTIMONY WHEREOF, witness my hand and official seal this 24th day of April 2023.

Diane C. Werbrich, MMC

**Exhibit One
CRA Application
(attached hereto)**

DRAFT

Exhibit One: Weaver Flex Park CRA (23-R-29 : Weaver Court Tech Flex CRA)



Community Reinvestment Area Application

1. Agreement Information

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Hilliard located in Franklin County and Weaver Flex LLC.
Legal Name of Proposed Recipient

- a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Weaver Flex LLC	PO Box 141401 Columbus, OH 43214	
<i>Enterprise Name</i>	<i>Address</i>	
Leland Vogel	leland@comodevelopment.com	614-468-3660
<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>

- b. Project site: 050-002994-00
Parcel Number

Weaver Flex LLC	PO Box 141401 Columbus, OH 43214	
<i>Enterprise Name</i>	<i>Address</i>	
Leland Vogel	leland@comodevelopment.com	614-468-3660
<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>

2. Business/Enterprise Information

- a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Small office/warehouse suites for local budding businesses

- b. List primary 6-digit North American Industry Classification System (NAICS)
531390

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred:

- d. Form of business or enterprise (corporation, partnership, proprietorship, or other). Limited Liability Company

- e. Name of principal owner(s) or officers of the business.
Leland Vogel

Exhibit One: Weaver Flex Park CRA Application v2 (signed) (23-R-29 : Weaver Court Tech Flex CRA)

3. Existing Employment Information

- a. State the enterprise's current employment level at the proposed project site:
N/A
-
- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No
- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
N/A
-
- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:
N/A
-
- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
N/A
-

4. Project Information

- a. Project Description:
Developer is building six new ~12,000 SF flex buildings at the project site to assist in Hilliard's economic development efforts of business attraction and retention. The project will make space available in Hilliard to small businesses who would currently have to look outside of the city for lease options due to record low vacancy.
- b. Project will commence by NOV, 2023 and be completed by DEC, 2024 if a tax exemption is provided.
- c. Number of new employees to be created at the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
55 full-time jobs
- d. State the time frame of this projected hiring: 5 yrs.
- e. State proposed schedule for hiring:
(Itemize by full and part-time and permanent and temporary employees)
N/A

- f. Annual payroll from new employees:
(Payroll must be itemized by full & part-time and permanent & temporary new employees).
 \$3,000,000
- g. Existing annual payroll relating to any job retention claim resulting from the project:
 \$ N/A
- h. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

i. Acquisition of Land/Buildings:	\$ 785,000
ii. Additions/New Construction:	\$ 7,915,600
iii. Improvements to existing buildings:	\$ 0
iv. Machinery & Equipment:	\$ 0
v. Furniture & Fixtures:	\$ 0
vi. Inventory:	\$ 0
Total New Project Investment:	\$ 8,700,600

i. Business requests the following tax exemption incentives: 50 % for 10 years

j. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
 Tax abatement will help ensure these building are able to leased at market competitive rates for small business in the community.


5. Does (Is) the Property Owner, Enterprise or its Officers:

- a. Owe any delinquent taxes to the State of Ohio or a political subdivision of the state?
 Yes No
- b. Owe any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?
 Yes No
- c. Owe any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
 Yes No
- d. Subject to any ongoing civil or criminal litigation?
 Yes No
- e. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

Submission of this application expressly authorizes the City of Hilliard to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request. If approved by Hilliard City Council, the Applicant will be required to submit a non-refundable, \$750 application fee check made payable to: "Treasurer, State of Ohio".

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Weaver Flex LLC	03/29/2023
_____ Name of Property Owner	_____ Date
 _____ Signature	Leland Vogel, Authorized Member _____ Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

Return Completed Applications to:

David Meadows
Economic Development Director
City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026
dmeadows@hilliardohio.gov

Exhibit Two

**Project Site Description
(attached hereto)**

DRAFT

Exhibit One: Weaver Flex Park CRA (23-R-29 : Weaver Court Tech Flex CRA)

**COMMUNITY REINVESTMENT AREA AGREEMENT
WITH WEAVER FLEX LLC**

This Agreement (“Agreement”) is made and entered into by and between the **City of Hilliard, Ohio**, a charter municipality with its main offices located at 3800 Municipal Way, Hilliard, Ohio 43026 (the “City”) and **Weaver Flex LLC**, an Ohio limited liability company, with the Owner’s office located at PO Box 141401, Columbus, Ohio 43214, (the “Owner”).

WHEREAS, the Council of the City of Hilliard, Ohio by Resolution No. 04-C-54 adopted November 22, 2004, designated certain area in the City as the I-270 West CRA pursuant to Ohio Revised Code (“R.C.”) Chapter 3735; and

WHEREAS, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 04-C-54, contained the characteristics set forth in R.C. Chapter 3735 and confirmed the I-270 West CRA by certification number 049354476-04 on November 14, 2005; and

WHEREAS, the Owner seeks to split and acquire a portion of parcel number 050-002994 as identified by the Franklin County Auditor’s Office, to construct 72,000 square feet of flex industrial space (the “Property”); and

WHEREAS, on the Property, the Owner desires to invest approximately \$8.7 million, which includes approximately \$7,915,000 in new construction and \$785,000 in acquisition costs (the “Facility”). The Owner will identify tenants to locate and expand to the Facility (the “Project”) provided that appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Owner has applied to the City requesting a 10-year, 50% Community Reinvestment Area abatement on the increase in appraised value of the Property resulting from the Project (the “Incentive”); and

WHEREAS, the City has investigated the Owner’s application, **attached** hereto as Exhibit “One” and incorporated herein, and has recommended the same to this Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the I-270 West CRA and improve the economic climate of the City; and

WHEREAS, the Owner has submitted the required state application fee of \$750 made payable to the Ohio Development of Development to be forwarded to said department with a copy of the final signed agreement; and

WHEREAS, the Property is located in the Hilliard City School District (the “School District”) and in the area served by the Tolles Career and Technical Center (the “Career Center”) and the Boards of Education of the School District and the Career Center have been notified in accordance with R.C. Section 5709.83 and have been provided a copy of the Application; and

WHEREAS, pursuant to R.C. Section 3735.671(A)(2), the Board of Education of the School District has received the required estimates which show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes charged and payable with respect to the Project, had the Project not been exempted from taxation, and therefore, approval of the exemption by the School District is not required; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671, the parties hereto desire to set forth their agreement in writing with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1. Project Description. The Owner shall invest approximately \$8.7 million, which includes approximately \$7,915,000 in new construction and \$785,000 in acquisition costs, to construct six 12,000 square foot flex buildings, on parcel number 050-002994 as identified in the **attached** Exhibit “Two” incorporated herein (the “Project Site”). The Project will begin on or after November 1, 2023, and all construction will be completed on or before December 31, 2024.

Section 2. Job Relocation and Creation. The Owner will locate tenants which shall create fifty-five (55) full-time employees with \$3 million in annual payroll within five years of the construction completion.

Section 3. Reporting Obligations. The Owner shall provide to the proper Tax Incentive Review Council (“TIRC”) and CRA Housing Council any and all information reasonably required by the TIRC or Housing Council to evaluate compliance with this Agreement, including tax returns filed pursuant to R.C. Section 5711.02 if requested by either or both entities.

Section 4. CRA Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the City hereby grants a 10-year 50% real property tax abatement to the Owner for the increase in assessed value of the Property as a result of the Project (the “Exemption”). The Exemption commences the first year for which the increase in assessed value of the Property attributed to construction of the Project would first be taxable but for the Exemption provided herein. No exemption shall commence after tax year 2025, nor extend beyond tax year 2034 (the “Term”).

The Owner acknowledges that the tax exemption with respect to the Property **does not automatically** take affect after execution of this Agreement. The Owner **must** file a real property tax exemption application with the Housing Officer designated by the City for the I-270 West CRA (see **attached** Application for Exemption at Exhibit “Three”) in order for the exemption to be granted. The City agrees that upon receipt of the real property tax exemption application, and after making a determination that the Owner has completed the Project and the News Jobs have been created as required herein, the Housing Officer will then certify the tax exemption to the Franklin County Auditor’s Office.

Section 5. Income Tax Revenue Sharing. The Owner acknowledges that the City may be requirement to make payments, attributed to the Project, to the School District pursuant to R.C. Section 5709.82 (D).

Section 6. Annual Fee. The Owner shall pay the City an annual fee equal to the greater of one percent of the net dollar value of incentives offered under this Agreement or Five Hundred Dollars (\$500.00); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000), the fee shall not exceed two thousand five hundred dollars (\$2,500). The fee shall be made payable to the City once per year by certified check, made payable to the City of Hilliard, Ohio, for each year the Agreement is in effect, and shall be delivered to the City's Finance Director. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.671(D) and by the TIRC created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that section.

Section 7. Non-Exempted Taxes. The Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

Section 8. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the I-270 West CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted in this Agreement.

Section 10. Termination, Suspension or Modification Upon Default. If the Owner materially fails to fulfill its obligations under this Agreement or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement, which the City may secure repayment thereof by securing a lien on the exempted Property. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

Section 12. Certification as to No Delinquent Taxes. The Owner hereby certifies that at the time this Agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for

which the Owner is liable under R.C. Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5653, or if such delinquent taxes are owed, the Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A 101, et. seq., or such a petition has been filed against the Owner. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the Chapter of the Revised Code governing payment of those taxes.

Section 13. Approval by the City. The Owner and the City acknowledge that this Agreement must be approved by formal action of Hilliard City Council authorizing the City to enter into this Agreement. This Agreement shall be effective upon signature of the City's authorized representative.

Section 14. Non-Discriminatory Hiring/Local Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Owner is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, ancestry or military or veteran's status.

Section 15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Owner, any successor property owner, or any related member (as those terms are defined in Division (E) of R.C. Section 3735.671) has violated the prohibition against entering into this Agreement under Division (E) of R.C. Section 3735.671 or 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 16. R.C. Section 9.66 Covenants. The Owner affirmatively covenants that it has not made false statements to the State or to local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of the Owner has knowingly made a false statement to the State or local political subdivision to obtain Community Reinvestment Area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six months.

Section 17. Assignments. This Agreement is not transferable or assignable by the Owner without the express, prior written approval of the City's Law Director, which may be withheld in his/her discretion.

Section 18. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages

may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

Section 20. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City to:

City Manager
City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026
614.334.2344
mcrandall@hilliard.gov

If to the Owner, to:

Weaver Flex LLC
PO Box 141401
Columbus, Ohio 43214
Attention: Leland Vogel
leland@comodevelopment.com
614-468-3660

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

IN WITNESS WHEREOF, the City of Hilliard, Ohio and the Owner, each by a duly authorized representative, have caused this instrument to be executed this ____ day of _____, 2023. This Agreement is effective upon execution by the City.

CITY OF HILLIARD, OHIO

WEAVER FLEX, LLC

City Manager
Michelle Crandall
Date: _____

By: _____
Its: _____
Print Name: _____
Date: _____

APPROVED AS TO FORM:

Phil Hartmann, Law Director

DRAFT

Exhibit B: Weaver Flex Park CRA (23-R-29 : Weaver Court Tech Flex CRA)