

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - FINAL

March 7, 2022

6:00 PM

Council Work Session

*Bob Clark - Chair
Laurie Amick
Jill Amos
Chuck Milliken
Patrick Shea
Mike Walker
Ashley Ward*

A. Call To Order

Clark called the meeting to order at 6:00 p.m.

B. Roll Call

Present 7 – Amick, Amos, Clark, Milliken, Shea, Walker, Ward

C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims

D. Request for Council Action**RES-22-008**

Development

A RESOLUTION APPROVING THE EXECUTION OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENTS ASSOCIATED WITH A COMMUNITY REINVESTMENT AREA AGREEMENT

- Request to move to full Council

Haire – As part of our existing CRA agreements, there are provisions included in those to allow for an assignment of those to another entity. In this particular case, the building owners currently are NP Canal Winchester and NP Canal Winchester Building 2. When we entered into an agreement, the buildings were not constructed yet so our agreement was entered into with NorthPoint Development. NorthPoint Development took on a financing partner as part of their project called Hillwood, a company out of Dallas, that is also part owner of those buildings. NorthPoint is in the process of buying Hillwood out of the ownership structure and this came up as an item that they needed to address prior to closing on that transaction. Nothing will change in regards to the buildings, the management, the operations there. But this does assign that to the current building owners which are NP Canal Winchester and NP Canal Winchester Building 2.

Amos – The original agreement's with NorthPoint and Hillwood. Why are they dividing it into two new portions because NorthPoint was one entity? Why are they breaking into two new LLCs?

Haire – Each building sits on its own parcel. It is owned by two different LLCs currently.

Shea – It's pretty common for business people when they have properties to assign each property to an LLC to shield it from liability form the other one. That's a pretty standard practice.

Ward – So we entered into the CRA agreement with NorthPoint and they were our partner. They have substantial resources and assets available to them. As transferring the CRA agreement to the shell companies, who I'm assuming don't have the resources that NorthPoint does, is there any way that Canal Winchester could be harmed by this agreement. If the two shell companies can't honor their obligations under the CRA agreement, we wouldn't be able to go after them and get as much as we would if the CRA agreement was still with NorthPoint.

Haire – CRA agreements are monitored every year through a Tax Incentive Review Council process. That's an entity that's chaired by the Franklin County Auditor, in this case. We monitor compliance with those agreements. If at any point during the agreement, if they're not in compliance with the terms of the agreement, we can withdraw the exemption. Then they would be subject to the entire real estate tax that's due.

Ward – Right. Are there any other obligations under the CRA? I know that it includes number of jobs and salaries. Are there any other obligations?

Haire – There's compliance reporting requirements. That's done prior to March 31st. So they haven't reported compliance yet. We've requested that but they haven't reported that yet.

Ward – And that's compliance with the salary and number of jobs?

Haire – Correct. They need to report the current number of jobs there and the total payroll associated with those jobs for last year.

Amos – You said we hadn't received that yet?

Haire – We have not. I think I gave them until March 24th to submit those.

Shea – This is the landlord. We're getting the job data from the landlord?

Haire – Correct. Our agreement is with the landlord.

Shea – So they just put into the lease that they have to share it with them.

Haire – Correct.

A motion was made by Walker, seconded by Shea to move RES-22-008 to full Council. The motion carried with the following vote:

Yes 7 – Walker, Shea, Amick, Amos, Clark, Milliken, Ward

ORD-22-007
Development

AN ORDINANCE TO ACCEPT THE DEDICATION OF REAL PROPERTY FROM CANAL INVESTMENT PARTNERS, LLC

- Request to move to full Council

Haire – This ordinance would allow the City of Canal Winchester to accept a 0.747-acre property known as Reserve A of Turning Stone Phase I. As part of Turning Stone development, which is the twin singles that are off of High St and 33, as part of that development approval for that process, city council wanted to see a public park included in that development. And that the property owner pay to equip that park with playground equipment. That has been completed. The developer has built a small trail that connects to the park. They installed the playground equipment. Installed landscaping on the site. They're entering into the period where they are getting close to finalizing all the homes being constructed in that development so they would like to turn this over to the city. As part of an ordinance Council passed for the plat, ordinance 19-041, essentially says in the plat that this will be turned over to the City of Canal Winchester so we're just asking for permission to accept that.

A motion was made by Walker, seconded by Amick to move ORD-22-007 to full Council. The motion carried with the following vote:

Yes 7 – Walker, Amick, Amos, Clark, Milliken, Shea, Ward

ORD-22-008
Public Service

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THE LEASE/PURCHASE OF A DUMP/PLOW TRUCK AND ACCESSORIES AND DECLARING AN EMERGENCY

- Request to move to full Council

Peoples – In 2021, Council authorized the purchase of a plow truck. We placed the order and they've been having some scheduling difficulties with us receiving word on when that truck was going to be done. This was through Ford. We got an email early last week that Ford is looking at only being able to fulfill 60% of the orders that they were granted. At this point in time, our truck is still one of the orders that's in. But that could change at any point in time. We started looking around for other trucks to purchase instead of this one and have found one. We have one on hold at Jeff Wyler Chevy that will work for us. It's a little bit smaller truck than what we had originally intended. This is just from a payload standpoint, not a size standpoint. This would an ordinance to purchase that. We have asked for an emergency declaration only because this is the last one they have on site. Chevy's in the same boat. They are not taking any orders at this time either. This would be something in order to get the truck procured, we would ask for emergency legislation.

Amos – Is this a new truck?

Peoples – It is.

Amick – Is there a penalty if we are not able to fulfill our pre-order with Ford?

Peoples – No, we spoke with them. We did a \$1 PO for that just to put the order in with Ford. We talked to Ford today and they figure that they can sell it pretty easily so no, there is no penalty.

Amick – And is there any major or material cost difference between the Chevy and the Ford?

Peoples – It should be just a little bit less, is what we're figuring out, just because the Chevy we're looking at has a little bit less payload.

Clark – Will this necessitate us to look at a bigger truck later on? Are we going to need that bigger size truck?

Peoples – We have three large plow trucks and one medium. This would be a medium plow truck. The one we're replacing is a large one. It's our oldest one in the fleet. However, we are keeping that around as an emergency backup. Also, when we equip the truck for snow removal, it's got the salt spreader, the plow and everything. If we would happen to need to for hauling gravel or a waterline break or that type of thing, we'd have to strip the entire truck down and that gets very difficult to do. So we're keeping that truck around for a couple years as an emergency backup. Also, if one of our bigger trucks goes down, we'll have that available to throw some of the snowplow equipment on there. Additionally, our big trucks basically sit for 6 months out of the year. It's very

difficult to pay \$130, \$150,000 a year for something we only use for 6 months. Obviously, we use it, we need it. But this being a smaller truck, our medium plow dump truck is used every day. We feel pretty good about the utilization of it and even though it's a little bit smaller than what we originally intended, the situation we're faced with with supply chain problems, it necessitates us going down.

Amos – How long will it take to get this fitted and ready for duty?

Peoples – I don't know yet. We're OK with where we are from a plow standpoint since we're not trading anything in on it. We won't be missing anything. It all depends on the materials at this point. With it being a little bit smaller, it might be quicker to get in some of that equipment but we're still waiting to figure that out.

Shea – Speaking of supply chain problems, it's not going away. You've got an existing PO with Ford that was authorized by last year's council. That doesn't just go away. Should you keep that PO out there with the tightness of equipment right now, to make sure we've got the long term planning available?

Peoples – If the order's fulfilled, we will have first right of refusal on it. We will more than likely to come back for any difference because we would definitely have a price increase on it, just because of the materials. The quote we got at the time, the truck quote was good but the upfit with the bed and the plow and spreader was for a limited time period. The one we got before that, they were able to keep the same price on the quote but as you said, it's not going anywhere. Prices keep going out there. That ordinance is out there but we would have to come back to make an adjustment on the price on that from a not to exceed standpoint.

Shea – Do you think it's worth keeping that PO open rather than closing it?

Peoples – The only PO we have is for a dollar.

Shea – I mean just to stay on Ford's waiting list because it's not going to get any shorter.

Peoples – We are. That's when we talked to them today and to Ms. Amick's question on penalty, when we checked it out, it's still our truck if that order is fulfilled. The dealer will take the truck and ask us if we want it. They are obligated through the up fitter to put all the equipment we requested on there, our specifications, so it will be our truck spec-wise. And we will have first right of refusal on it. We will find out at that time whether it's something we want to try to keep. This is going to last a couple years. They're not only talking about chips, now they're talking about tires are a problem with some of the newer trucks as well. It's definitely going to last us.

A motion was made by Amos, seconded by Walker to move ORD-22-008 to full Council. The motion carried with the following vote:

Yes 7 – Amos, Walker, Amick, Clark, Milliken, Shea, Ward

E. Old/New Business

22-002

Construction Contracting Overview

Sims – Last month I talked a little bit about the way we wanted to pursue some contracting for the 36 S. High remodel and there were a few questions asked. Every couple years we go through the contracting processes for the construction projects. I thought it would be pretty valuable to go back and take a look at this. And then be able to answer any questions you have. In our Charter, we provide for a competitive bidding process for public construction process. The Charter also provides for instances of waiving the competitive bidding process. Essentially that's for the best interest of the city, is what it boils down to. That language and the idea of including that in the Charter is to give us the right tools in the toolbox for various different kinds of projects. And not tying our hands to one solution for every problem. There are a number of different contracting methods out there. This does open it up to that the city can use any contracting method that they choose to. We primarily follow three. Design-Bid-Build – that's our normal process for a public project. That's probably what you're most used to hearing about. The Design-Build process we've used a couple times. Recently in the last couple years we've talked a lot about that. That can be used with the waiving of competitive bidding. We can also go out for proposals and we can do that if we waive the competitive bidding process. I want to touch on each of those.

The Design-Bid-Build – classic procurement method for us. You're generally seeing that on the larger projects. Our OPWC job, street program, large utility projects. It's very well suited to unit price contracts. It serves us very well. In that instance we contract with the engineer initially and we do a 100% design right down to the final details.

Shea – What's a unit price contract?

Sims – A unit price contract is where each item of work is quantified separately. Some of our larger projects are 200 different items of work versus a lump sum which we'd actually only get one lump price at the end. We would contract with an engineer, do a 100% detailed design. Our next step would be to advertise the project publicly and receive and open the bids. Once we receive the bids, we evaluate them and select the contractor. In the city, our process is we can choose the lowest and best. That's our phraseology. You may from time to time here someone talk about lowest responsive bidder. That essentially ties you to the lowest price and the absolute minimum requirements to actually perform it. Lowest and best allows us to make decisions about what is the best fit. It's not only cost but who is the best contractor for this job. It's very good language and most communities try to use it at this point. We make that choice. We would present it to council then with a recommendation that we move forward with that contractor. Council would authorize the Mayor to enter into the contract. Once the contract's executed, the beginning of the work, the start of construction is we issue a formal document called a Notice to Proceed. That kicks off the construction phase and that's when the timelines start on the project.

Design-Build. We have used that process a couple times now. It's essentially a two-step process. There's a preliminary services contract as the initial portion. And that can move into a design-build contract. The preliminary services is kind of an initial design. You're look at a lot of the architecture. It's not necessarily super detailed. You're more or less agreeing on the deliverables. What will be accomplished or performed without super detailed but then the cost is generated from that. You determine what that will be. There will be costing decided and agreed to. When that is done, we can then move into the second contract, which is typically the much more valuable contract. That's where they work out all the fine details and generate drawings for permitting and so forth. Then we move into the construction. We initially use an RFP process to establish that preliminary services step. We invite, typically a maximum of 5 contractors. That's probably even a little high for most folk's comfort. There's certainly you have to deal with a lot so it can become cumbersome if you have a whole boatload of contractors onboard. However, there's more of a magic number around 3 or 4 where the competition steps up. If there's 10 contractors, many parties will actually back out if they aren't that interested in it because the opportunity to win the award goes way down. You can attract a more competitive bid from the sense that the percentage of chance to win is greater. After completing the preliminary services contract, then we can move to a DB contract. We're not married to step 2 in our contract documents. If we go through the preliminary service and we're not satisfied and we chose to not move forward at that time, that's it. We finalize that contract and that's the end of that. Then we can choose whatever path we wish going forward at that point. Whether we want to pursue another one, maybe more forward with the DB contract with somebody else. Typically, you try to move forward with the same contractor but there's a number of reasons you may not. You can't come to an agreement on cost, you discover issues with relationships during the preliminary services portion.

The contractor in the design-build method, they take on responsibility for both the design and the construction. In the design-bid-build, it's our engineers. In the relationship with the contractor, we essentially take all responsibility for the design portion. Within the design-build, the contractor's responsible for the design. So, if there are design errors, that's on them. Doesn't mean changes. We can always agree to a change in the proper change order process, but if they make mistakes or errors or forgot something, that's on the contractor. There's a lot of efficiency in design-build. That's one of the reasons to move toward that. There's definitely an efficiency in time because of the RFP process and that ability to move into the second contract quickly. There's definitely a nice scrunching of the timeframe in the selection process. There's definitely an efficiency in value. One thing that's not included typically in our normal process of design-bid-build, the engineer develops the design. In design-build, the contractor is involved in that design process. So, the actual construction folks are involved in the design so they can bring their expertise in to find value in how it's constructed, changes that can be made, options that can be chosen to get better value in the construction process. That can be identified early in design. Essentially that goes to the efficiency of design as well because it can be vetted through the contractor as the engineers and architects are working. Some of that time savings is associated with the overlap of those phases as well. You could still be working on permitting drawings for mechanical, electrical, plumbing, construction could have already started on early phases with earthwork and site work and so forth. You can some overlap occurring. One of the advantages of design-build that many owners take or choose is there is more risk put on to the contractor. There's less on the owner. If there's a major faux pa, as the owner we have a little less risk to deal with there since the contractor is responsible for both the construction and design. This is a process we tend to see with buildings primarily. I think here in the city, the development that we see here in town, most of those developments are a design-build process. It's efficient, and consequently developers like that process, and owners, because it gets them on track fast. In the business world, getting into the building, getting started in what you do your business in is imperative. Even it being different by a few months can make a substantial difference. It's also a process regularly used on bridge design and construction. I worked in Michigan for a number of years and that was the process when I was there. The general contractors partnered with design firms and the state used that design-build process for all bridges.

Requests for Proposal – in this process we reach out directly to contractors in the form of an RFP. That usually consists of the invitation, inviting them to provide a proposal. We provide a description of the project and the exhibits and specifications that would be beneficial to them understanding the work. The contractor takes a look at that within our time frame and they respond back.

Their bid essentially is called a proposal letter. It's actually a form of ours so it contains a number of things that they agree to within the proposal letter. It's very formal. There are usually used with a less costly or less complex sized project. Not to say it couldn't be used for something else but that's where it fits well for us. Our street tree program is an RFP. We've been doing it that way for a quite a while. Various pavement repairs, we've done some separate repair projects. That works very well. Again, typically they're lower cost, quicker timeframes, not very complex, not a ton of moving parts on it. Utility repair work can be that way as well. It's very nice to use on projects where time is critical for us. We could get out a proposal to two contractors to make an emergency repair on something, have costs back within a very short period of time, sometimes days, sometimes less, and get them on track. It can also be used for a specific piece of equipment. Maybe a proprietary piece of equipment. If we have a larger more expensive piece of equipment, it would make more sense to use a proposal type process, then going through, for instance, some kind of unit price contract or design-bid-build on that. Really what it comes down to is using that process where it's best suited. For us it's about some of these less complex projects, not huge multi-million dollar type scenarios, but less money, less time involved. Some examples, Westchester Shelter was a proposal project. The Interurban Building Renovation, that was done with an RFP as well. The Water Plant remodeling a number of years ago, we did receive proposals from contractors for that. That kind of gives you the scale of the sort of thing we're looking at.

Last month I talked about 36 S. High. This project seems to fit well in an RFP process so that's why it was my recommendation. It's a smaller project. Limited complexity. We're looking at a cost of somewhere around \$125 to \$130. It's not much higher than the limit imposed where we require the bidding process. There's a very limited design effort there. Not pages and pages of architectural drawings needed for that. The contractor will prepare the permit drawings and go through the building department so that will be on them. It's efficient, quite frankly. We can turn that around pretty quickly and try to utilize that building as soon as we can and we're going to save ourselves some money on the bidding process.

Clark – Does that come with a new roof?

Sims – No. I don't know. After today that may be a discussion point.

Clark – I saw some plastic bags over some desks and things today.

Sims – Yes, apparently there were some leaks. I don't know if it was one big leak or multiple little leaks, I couldn't tell you.

Shea – Isn't that roof five years old? Do we still have a warranty on it?

Peoples – Yes, the contractor was out today.

Sims – That was what I was basing my recommendation on for that particular project. In the big scheme of things, it's pretty low value. We can turn it around quickly. We can leverage our decent working relationship with the contractor on the municipal building currently to make that happen. It seemed like it was probably in the best interest of the city to save some money and time on that. And then I just wanted to make you aware, we've been working on a plan for Trine St waterline replacement at the railroad tracks. Basically, from Hocking St to the south side of the tracks. We don't have an official cost estimate at this point. It's going to be close to being over \$75,000, I'm going to guess. I just wanted to make you aware that we have this piece of waterline that has to be replaced. This would be an excellent job to do as a proposal. Again, it's going to be low dollar. It's a boring project. We have a few very good, reliable boring contractors in the area. We have good relationships with them. I think we could save some money on getting that project done with them and actually kind of almost working with them through that process to get the work done quickly and save some money on that versus putting it out in the public bidding process. But that's coming down the pipe potentially depending on what the estimates look like. It's hard to say. 36 I thought was actually going to be about \$75,000 or so at the time, it may have been true, but the costs were seeing here lately are all staggering for construction and particularly in structures. We were talking with OHM last week about the three seasons shelter out at McGill, we were comparing some other projects that they recently opened. They had a shelter building, it was like a fish cleaning station, I believe, it worked out to \$500 a square foot. That's like hospital work five years ago. It's all about timing I guess. Some things I did want to touch on to complete the picture a bit – on a public bid contract, our typical design-bid-build, all out competitive bidding, which is our normal process. We have the 2022 street program that's out to bid currently, is following that process. I just want to touch on what we do with construction contracts and why. When we open the bids for the project, the time clock starts clicking for us. We are required to commence the work, issue that notice to proceed for the project, within 60 days of the bid opening. On my end, I need absolutely minimum 30 days to do all the things that have to be done to get to the point to issue a notice to proceed. That's if everything works out perfect. If we open on this day, council meeting is on this day, so it's typically about 35 to 40. And that doesn't include the legislation process in the middle. Consequently, in order to meet the requirement of 60 days, we do the legislation, the ordinance for the award, as an emergency. That's the reason. The emergency is essentially time. We need to comply with the timeframe. I think in every instance of a publicly bid project we have used emergency legislation to award that. That's from my point of view and construction. I know emergency legislation can affect other legislation as well and I think Mr. Boggs wants to talk a little bit about that.

Amick – Do you have an example of this public bidding? Something we would recognize where it went through this public bidding process because of the timeframe?

Sims – In each instance where we've done the design-bid-build for a road job, any utility job, we follow this pathway. Gender Rd Phase V project, all the McGill Park projects, that's been the case. All previous years' street programs. That is our normal process. And it is, for most communities if not all, unless they have some special charter provision probably, follow that process.

Ward – Where does that 60 days come from? Is that something from our Charter or from the Revised Code?

Sims – It's probably founded within the Revised Code. It is within our contracting documents as well. I'm going to say as long as I've worked in Ohio, that's always been a requirement in a community where've I've worked on a project, it's 60 days. I've also worked in Michigan. It's 60 days there as well. So, I'm going to say it's a pretty broad requirement. That might be able to touch more on that.

Boggs – Yes, that is my understanding. I don't have the specific citation for you.

Ward – You're understanding is that it's in the Revised Code?

Boggs – In the Revised Code, yes.

Amos – And depending on how you're putting it out for bid, it can require you to post it publicly for a certain amount of time. You have to give a warning that you're going to post it and then you post it. There's like a two-week time frame.

Sims – Two weeks and a day is what we have to hit. That's really our minimum. The minimum we'll put out is that we'll advertise on a Wednesday, we'll go two weeks and two days and open bids on a Friday to meet the minimum requirement. Some jobs, that's fine. Others it's not. We'll go three weeks, maybe three and a half, depending on the size of the project. Maybe the interest you're anticipating from contractors - the street program we see probably the same five or six contractors year after year after year. They can turn a bid around on a street program pretty quickly. The park project was very different. We had a much broader scope of contractors from a greater area. More questions as well during the review.

Boggs – To complete the record, that 60-day requirement comes from Chapter 153 of the Revised Code, "Failure to award within that 60-day period invalidates the entire bid proceedings." So, you find yourself back at square one.

Shea – After the preliminary services part of the design, do they give us a final number? Do we know what the not to exceed number is going to be?

Sims – We do. That is when they generate what we call the GMP, the Guaranteed Maximum Price.

Shea – And then you mentioned sometimes there's errors in the bids where they forget something and that falls in our favor usually? How often does that happen?

Sims – That's correct. Sometimes you don't know it because they may correct it already, unless they're trying to gather some kind of change request from you. I would say because it is early on, when you take that cost number, there's a certain amount of uncertainty at any point because the design isn't 100% done. In our process, we take the GMP at the end of the preliminary services. We've got a pretty good idea, it's a great balance. I think we're getting a pretty good number, an accurate number, and the contractor's put a lot of effort into before they have to give it to us. I think that's good. You can take it a lot earlier. You can even have them throw you numbers with their proposal potentially. But the earlier you get the number, probably the more uncertainty there is so it's probably going to be artificially slightly high. We get it at the end of the preliminary services. I'm sure there's some degree of things built in for some minor items but it does happen. I've seen it. Hey we didn't catch that in the criteria document and we'll eat it.

Shea – One of those mentioned, start off with the engineers and then you go to the next step from there. But in the real world I've found that engineers tend to theorize a lot of things that don't work real well in application or real world. How often do you find where your engineers hand you your design and you had it to your builder and your builder goes, that ain't gonna work?

Sims – It happens, certainly. I think we've done, over the years, a great job at building good teams to work with. We've had the same civil engineers for a little while at this point with EMH&T and Bird & Bull working with us as well on utility processing stuff. I think we've learned a lot through that process. They understand us, we understand them. I don't think we see it as frequently as we do when we start working with someone new because there is a lot of that "do I know what you really want" kind of thing, some of the unwritten stuff maybe. But it happens. We've encountered it even on a good team. Or maybe not necessarily there was a bad decision or an error, but we've gotten into the job and the contractor has a suggestion that's a good suggestion.

Shea – More cost effective and efficient.

Sims – Yes, I can do it like this and we could save some money, and it's good enough that I'm going to give you a price break and they're still going to be able to pocket a small amount.

Shea – When you go to do the influent, Matt, will that be an RFP or which one of these will you use?

Peoples – It will be a Design-Bid-Build. That's a very complex process. We're going to have to have all the engineering done ahead of time and then go out to bid. It'll be out to bid probably for more than three weeks just with the complexities of that. There are a lot of different components that will go into it.

Shea – Yeah, I'm just trying to understand where you slide these into the different buckets.

Peoples – Yeah, that's way too complex of a project to do as a Design-Build or RFP.

Amos – We pay the two engineers, would it be fiscally responsible for us to look into hiring our own engineer full time versus paying out the contract prices that we're paying?

Sims – At some point the city very well may have a municipal engineer that's a city employee. Essentially EMH&T serves that role for us currently. But in my experience because I've worked in quite a large number of various communities and many of them with a city engineer, unless you have engineering department, you're not actually going to be doing a lot of engineering. You're still going to be bringing in vendors, consulting engineers to actually pull these things together and do all their work. The design process can be pretty complex and you need a reasonable staff to be able to pull things together in a timely manner. There may be some small incidental things certainly, some of these RFP processes and so forth, where they can generate the drawings themselves. Even when there's a city engineer, there's still going to be consultants required.

Amos – I understand it, but I'd like you to explain it because not everybody does. In every one of these, it we look for multiple bids. Request for Proposal, you're still getting multiple people to respond. All of these require multiple people or we look at multiple people. But then on some of them you say waive competitive bidding. Can you explain what that means when we're waiving competitive bidding? I think when people here it, they think we're basically going to target one vendor, go after them, and that's not the case.

Sims- Let me say, it can be the case. Sometimes it is. When we follow an RFP process, we may want to do one vendor. It may be because it's something they're specialized at. Maybe they worked on another part of this and they're already familiar with the intricacies of something at the plant, for instance. We may already have a relationship actively underway and we want to try to leverage getting that done. That can happen. But we also go out to multiple bidders in the RFP process. It's not necessarily only multiple. A lot of times we'll go out to two or three. I know on the Design-Build projects I think we went to four initially in the RFP and preliminary services portion. I think when you get to a certain point, interest starts to lag a little bit. They might throw a number at it see if they get it, but there's a fair amount of time that go into the more expensive, complex projects. Weeks and weeks of effort. I guess your bigger question was the waiving of competitive bidding, what does that mean. The public bidding process is a public advertisement. We advertise in The Daily Report, that's our publication that we go into. We also get that information out on our website. We use Bid Express, it gets out through them as well. We can talk to people. It's wide open. Anybody can look at the job. Doesn't matter where they're at, what they're qualifications are. Anyone can look at it. They can submit a bid as long as they follow the criteria for actually submitting the bid. You could potentially have 20, 30 bidders or more. And sometimes you want that. It's not a bad thing. But that's the competitive bidding process that's being waive essentially, having it wide open to anyone. When you waive that, we're closing that some. It can be specific contractors. Maybe it's a group of contractors. Could be an individual contractor. Our normal process is to get two or three prices out there so there's a little competition out there.

Amos – Competition and leveraging is always good. I just want to make sure people understood the fact that just because we say we're waiving competitive bidding in some of the situations, it does not mean we're not seeking additional pricing. I realize there may be times, I know we've talked about on the High St project because we're already working with the current vendor, trying to leverage some of that towards gaining some good discounts, if you will. I just want to make sure people understand they're not losing their right to get additional quotes.

Sims – Yes, that's a great example. The real goal is to get what is the best possible scenario for the city and the residents of the city. That's what we're after. If it benefits all of us, if we can do this efficiently.

Shea – You live here, right?

Sims – I do.

Shea – I think it's important that everybody, the public knows that you live here and you want what's best for the city. Because several of the folks that work for the city live in the city and you guys really do care about it because it's your home too.

Sims – That’s why the language is there in the Charter. To afford the city the best opportunity to have the best solutions. I think we should use it when it makes sense to use. Not everyone of those fits every single situation. But some fit better than others in different situations.

Boggs – Just to address Mr. Sims references to the need at times to pass these items by emergency legislation or to suspend readings so you have the opportunity at a first reading of an ordinance to take a vote on its adoption, I thought it would be helpful, not only for Council but hopefully for anybody watching, just to get a refresher of what the difference is. The Charter permits emergency legislation with a vote in the affirmative of two-thirds of the members of Council. That’s not two-thirds of the people here. That’s two-thirds of the elected members so you need a vote of 5 to adopt an item by emergency. That means it takes effective immediately. The Charter provides broad authority for Council to determine what constitutes an emergency - preservation of public peace, health, safety, or welfare and the ordinance has to contain a statement of that necessity for the emergency. But that is within the discretion of Council, what five of you believe justifies that immediate effective date for the legislation. With a waiver of readings, we’re talking only about waiving the three days that ordinances, by default, have to be read. That also requires a two-thirds vote of the membership of Council of five. But an ordinance can be passed with a suspension of readings and not have an emergency clause. And an ordinance can go through three readings and be passed with an emergency clause. There may be different reasons why any one of those routes may be taken versus the standard three readings and 30 days. Or passage with suspension of rules and emergency or just using one or the other depending upon the circumstances.

Shea – It’s my understanding that if we pass a financial matter under emergency, the funds can be released immediately. Is that accurate? Where as if we didn’t pass it under emergency, you’re not allowed to use the funds for 30 days because of the 30-day waiting period.

Boggs – An appropriation of money takes effective immediately, even without an emergency declaration. But an award of a contract, which of course entails a financial element, doesn’t take effect immediately unless there’s passage by emergency.

Shea – So like tonight we have two things we’re looking at under possible emergency. One is the easement which would be a contract and a purchase, correct? And the second one is a procurement resolution for the city works department which would not be a contract matter. It’s just permission for them to do it immediately so they don’t lose the truck.

Boggs – Correct.

Milliken – Mr. Sims, at this point do we know what construction needs for the Sheriff’s Department at 36 S High?

Sims – Yes. We did develop a criteria plan of what we need to make that a secure area and open up the space needed for the deputies’ work areas. And provide some things that must be in that space, an interview space and a secure property room.

Milliken – Is it mostly just changing floor plan?

Sims – It is. It’s opening up some of the area that’s there now and one short wall to essentially create a secure area where the public can come in and be greeted at a window, a reception type window, find out who they’re there to see or whatever their interaction is. We’re adding access management to control the flow of things. We have to make some adjustments in some electrical and HVAC items to accommodate the new wall that’s being built and removal of the old ones. It’s a pretty modest plan. We sat down with the Sheriff’s sergeants, Sgt. Hendershot initially and then Sgt. Walker, and worked out the things they need. The building’s pretty conducive to their use with little modification basically. Just another reminder bids will be opened on Friday for the Street Program, and we’ll have a bid to bring forward to you at the next meeting for the Street Program as well as the legislation to waive competitive bidding for the 36 S. High renovation.

Clark – Other old or new business? I’ll start with one. Amanda, any update on the police study? Have they connected with the police departments?

Jackson – I don’t have an update from two weeks ago.

Clark – Also, on the comprehensive development plan, is there any movement or meetings that have happened so the public can keep up with this?

Amick – Yes, we had a meeting last week. Of the 7 contractors that chose to submit the RFP, we’re down to three. We’ve consolidated a list of 5 or 6 additional questions that we’ll be asking all of them. The next step is will be asking them to come in and give a presentation to the selection committee, just for some additional clarification. I believe the target is towards the end of March or the first meeting in April, that we would bring forward a recommendation to Council to move forward.

Shea – In the selection committee, one of the things that was discussed, if the selection committee approves somebody, they were concerned that Council as a body would question their decision or put them back to square one. I just wanted to assure everybody

on this body and everybody in the public who's listening, the selection committee is a very diverse group people with varied interest and varied positions and various goals for the city and I think we're going to get a really good product as a result of the hard work that's happened at this steering committee level. I would just ask my fellow members of Council when that committee member comes here to unanimously accept their recommendation.

F. Adjournment @ 7:01 p.m.

A motion was made by Milliken, seconded by Shea to adjourn. The motion carried with the following vote:

Yes 7 – Milliken, Shea, Amick, Amos, Clark, Walker, Ward