

CITY OF GROVEPORT  
REPORT TO MAYOR AND COUNCIL

January 20, 2015

**ADMINISTRATION – *Marsha Hall***

- Legislation

Preliminary Consent Legislation for US-33 resurfacing project – no cost to City; a very short portion of US-33 is within our corporation boundaries so we need to give this project our blessing. The signed legislation must be returned to ODOT by March 31.

- Columbus Water Contract

Included in the proposed contract are the following changes from the current contract:

- 25 year term, with re-negotiation of contract to begin 1 year from termination of contract. Contract allows for termination at any time by either party with a 3 year notification.
- We have requested that Area A (Groveport water system area) be revised to include several properties contiguous to the current Area A, primarily properties owned by the City of Groveport
- EMR (Equivalent Maintenance Ratio) threshold changes as explained in my Jan. 20 Council report.
- Associated with the EMR issue, if the annual breakage rate exceeds 200% of the EMR for 3 consecutive years (an overabundance of water main repairs being needed), we will be required to implement a responsive pipeline replacement program.

- Schottenstein Development Plan Modifications

Changes to the current development plan are currently going through Planning & Zoning with a possible vote at the commission's upcoming Feb. 2 meeting, with recommendations then to Council. One of the conditions within the current development plan states, "The two historic structures at the southeast corner of Rohr Road and Pontius Road, as depicted on the Development Site Plan attached as Exhibit C, shall be set aside in a reserve and the Owner shall negotiate a written agreement with the Groveport Heritage and Preservation Society regarding the relocation and/or rehabilitation of said structures. Said written agreement shall be entered into prior to Council voting on any final plat for this development." The society and developers have met to try to arrive at an agreement of what to do with these buildings. According to Carla Cramer of the heritage society, they believe that only the brick out-building has historic value, not the house. They are interested in moving it to property owned by the City, and need to know the possibility of moving the structure to City property before they proceed.

Council would need to decide 1) if you want to consider moving this building to our property, 2) would you consider deeding the property to the society prior to the reconstruction of the building on the property, 3) would you want to place any conditions such as maintenance responsibility or what to do in the future should the society not have the ability to continue to maintain the building.

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- Township Electric Aggregation

I was informed last week that the township has agreed to a 24-month contract with IGS for electric aggregation services. The new rate is locked in at .0699. The township will be having two public informational meetings – Feb. 11 at 6:30pm and Feb. 12 at 2:00pm, both at the township community center. Opt out information is scheduled to go out to residents the beginning of Feb. The new contract is effective in March.

- Residential Trash Contract

As you may remember, Eric DeHays came to a recent Council meeting requesting that Council consider extending our current five-year contract for one additional year, as permitted by the contract. The Law Director explained to Council that we were researching the possibility of an ORC issue that could preclude this from being possible. While the current contract is between the City and Local Waste, it was actually entered into as a result of a bid process with several communities making up the consortium. I attended a meeting of the SWACO consortium last week. The attorney used by SWACO for these types of contracts explained that Section 3707.43 of the Ohio Revised Code limits municipal solid waste contracts to a maximum of five years. While Home Rule is noted, since our Charter is silent to this, we must revert back to the ORC language. For some reason, only municipalities have this restriction. SWACO's attorney indicated that he must advise us to follow the ORC language. This language was found in the ORC after the current contract was executed; the latest contract for another SWACO consortium is for only three years, with two one-year extensions.

As we move through the bid process I will be requesting additional information from you as to what you would like to see in a new contract.

- Executive Session

Please consider going into executive session to discuss an imminent legal matter.

Meetings Attended:

Jan. 8	MORPC
Jan. 15	Toy Road meeting
Jan. 21	SEFC Chamber
Jan. 22	SWACO Consortium meeting
Jan. 27	Mtg with COTA re. transportation needs
Feb. 4	Mtg. with area businesses to discuss transportation needs