



City Council
Monday October 23, 2017

Regular Meeting: Following Committee Meetings

Place: Council Chambers
7232 E. Main St, Reynoldsburg, OH 43068

President: DOUG JOSEPH

Ward Members: Ward I - Stephen M. Cicak
 Ward II – Brett Luzader
 Ward III – Marshall Spalding
 Ward IV - Mel Clemens

At Large Members: Barth R. Cotner
 Chris Long
 Dan Skinner, Esq.

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Clemens
Safety: Chmn Long, Cicak, Clemens, Spalding
Service: Chmn Luzader, Clemens, Spalding, Cicak
Finance: Chmn Cotner, Long, Luzader, Skinner

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a “Speaker Form” and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

April Beggerow
Clerk of Council

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
October 23, 2017

1. Call to Order
2. Roll Call
3. Invocation - Councilman Barth Cotner
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Regular Meeting – October 9, 2017
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
 - a. Clerk of Court Report
9. Reports
10. LEGISLATION FOR EMERGENCY ADOPTION
 - a. ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.
11. LEGISLATION FOR FIRST READING
 - a. ORDINANCE AUTHORIZING MAYOR TO PURCHASE TELEX DISPATCH CONSOLE AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT; APPROPRIATING FUNDS THEREFOR AND DECLARING AN EMERGENCY.M --- Cotner. Finance Committee.
 - b. ORDINANCE MAKING TRANSFER OF FUNDS AMONG VARIOUS GENERAL FUND DEPARTMENTS. --- Cotner. Finance Committee.
 - c. ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A SHORT TERM LEASE AGREEMENT WITH TAYLOR SQUARE OWNER, LLC., FOR STOREROOM B-12 LOCATED AT 7639 FARMSBURY ROAD; AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
October 23, 2017

- d. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARE BID DOCUMENTS FOR THE 2018 STREET PROGRAM, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.
- e. ORDINANCE AUTHORIZING THE PURCHASE AND INSTALLATION FOR A RECTANGULAR RAPID FLASH BEACON, CONCRETE SIDEWALK PANEL REPAIR AND RESTRIPIING; APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. --- Long. Finance Committee.
- f. ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SPECTRUM BUSINESS FOR CONSTRUCTION OF POINT TO POINT LINE BETWEEN REYNOLDSBURG AND GAHANNA, AND APPROPRIATING FUNDS THEREFOR. --- Cotner. Finance Committee.

12. LEGISLATION FOR SECOND READING

- a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH DONALD J. SCHONHARDT & ASSOCIATES, INC. FOR MANAGEMENT CONSULTING SERVICES. (First Reading 10/09/2017). --- Cotner. Finance Committee.
- b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL COMPREHENSIVE MASTER PLAN SERVICES AND APPROPRIATING FUNDS THEREFOR. (First Reading 10/09/2017). --- Cicak. Finance Committee.
- c. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (First Reading 10/09/2017). --- Cotner. Finance Committee.
- d. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED INCOME TAX FUND TO AN ACCOUNT IN THE CITY INCOME TAX DEPARTMENT. (First Reading 10/09/2017). --- Cotner. Finance Committee.

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
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13. LEGISLATION FOR THIRD READING

- a. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 1305.03 Commercial Fee Schedule and Section 1305.12 State Fees of Chapter 1305 Permits and Fees. (Second Reading 10/9/2017). --- Long. Safety Committee.
- b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 1301.01 Department Established; Duties of Building Official of Chapter 1301 Building Division and Section 1325.03 Definitions of Chapter 1325 Residential Code of Ohio for 1, 2, and 3 Family Dwellings. (Second Reading 10/9/2017). --- Long. Safety Committee.
- c. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018. (Second Reading 10/09/2017). --- Cotner. Finance Committee.
- d. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC., ("EMH&T") FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (Second Reading 10/09/2017). --- Cotner. Finance Committee.
- e. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC., ("CT") FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (Second Reading 10/09/2017). --- Cotner. Finance Committee.
- f. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (Second Reading 10/09/2017). --- Cotner. Finance Committee.

14. EXECUTIVE SESSION TO DISCUSS PENDING OR IMMINENT COURT ACTION

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 9, 2017

President Doug Joseph called the meeting to order at 8:17 PM

PRESENT: Joseph, Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

ABSENT:

Invocation - Councilman Brett Luzader

Approval of Minutes

- a. City Council – Regular Meeting – September 25, 2017

RESULT:	ACCEPTED
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Approval of Agenda

Community Comments and Requests

Norm Brusk, 1861 Crosswick Ct: Thank you for the opportunity to speak President Joseph. I'm here representing the Reynoldsburg/Pickerington Lions Club and I'd like to make a presentation. As you probably all know, the Lions Club puts on annually, I'm sorry, Rotary Club, I belong to both and it caused me a problem there, but it's the Rotary Club, we had a golf outing this year which is the 2nd year that we had what's known as the Mayor's Cup. Representing the City we had Brett Luzader and Jed Hood and also 2 friends of the City, Dick Hudson and Les Simogy on the team for Reynoldsburg and the team from Pickerington we had some City employees and school board employees on that. First, I'd like to just say that the Rotary Club of Reynoldsburg/Pickerington which Mr. Cotner is also a member, is an organization that does an awful lot of things for this city. Among them is participation in many of the events including the Tomato Festival, Community Clean-up day, the scholarships that we give out and to all of the second graders within the whole city of Reynoldsburg we give out dictionaries which may sometimes be the only books that they get. So with that, I would like to present to the City, this year this beautiful Mayor's Cup. It says 2016 City of Pickerington but for 2017 it says City of Reynoldsburg. So Mayor, I'd like to give it to you to decide where it's going to reside for this year.

Communications

AUDITOR'S REPORTS, AUGUST, 2017

The Clerk read the Budget by Classification and Departmental Budget submitted by the Auditor's office for August 2017.

Reports

Mr. Joseph: Mr. Spalding are there any updates from West Licking of late?

Mr. Spalding: Yeah, I did, I do attend the meetings, the most recent is they have gotten a fire engine over on Taylor Road, they've had an EMT for some time and what we're seeing is the rates are actually decreasing quite consistently. I'll use a perfect example, we had someone here in the city

Minutes Acceptance: Minutes of Oct 9, 2017 7:45 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 9, 2017

that is a personal friend of mine, his wife was having their fourth child. Well any of you that have had multiple children know that sometimes they come a little faster as you get more and she woke up and said, Oh my we're going to have this baby right now (2:00 in the morning). So he calls 911, they literally were there in 2 minutes after his call out. He was like wow. So it's just amazing the amount of medical care we're able to do in the Licking County portion that we were just not able to do before. So I think that its kind of cool, they have a target of 5 minutes, obviously sometimes they can do better than that, sometimes they can't. But the best we were able to do in Truro in the past was between 7-10. For a stroke and heart attack, that's just too late, it can be too late, so I think, I really like what we're doing for that particular portion of our city.

LEGISLATION FOR EMERGENCY ADOPTION

108-17

RESOLUTION TO ADOPT THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) SUSTAINABLE2050 INITIATIVE; AND DECLARING AN EMERGENCY. (FIRST READING 9/25/2017). --- Luzader. Service Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

109-17

ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO BALDWIN ROAD; APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY. (FIRST READING 9/25/2017). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

110-17

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GILBANE BUILDING COMPANY FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER AND DECLARING AN EMERGENCY. (FIRST READING 9/25/2017). --- Cotner. Finance Committee.

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 9, 2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Chris Long, At Large
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

LEGISLATION FOR FIRST READING

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 1155.02 PLANNING ADMINISTRATOR TO ENFORCE, CHAPTER 1155.03 INJUNCTION AS REMEDY, SECTION 1155.04 EXPIRATION OF CERTIFICATES AND PERMITS, SECTION 1155.05 ADMINISTRATIVE PROCEDURES; DEVELOPMENT HANDBOOK; SECTION 1155.06 APPEAL OF ADMINISTRATIVE PROCEDURES, AND SECTION 1155.99 PENALTY, REPEALING THE EXISTING TABLE 1155 AND ENACTING A NEW TABLE 1155, OF CHAPTER 1155 ADMINISTRATION, ENFORCEMENT; PENALTY OF THE ZONING CODE. --- Luzader. Service Committee.

RESULT:	REFERRED TO PUBLIC HEARING	Next: 11/13/2017 7:30 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1127.03 SANITARY SEWERS IN CHAPTER 1127 STANDARDS OF THE SUBDIVISION REGULATIONS.

RESULT:	REFERRED TO PUBLIC HEARING	Next: 11/13/2017 7:30 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1131.02 DEFINITIONS OF CHAPTER 1131 DEFINITIONS, SECTION 1171.04 GENERAL REGULATIONS FOR LOTS AND YARDS OF CHAPTER 1171 GENERAL REGULATIONS, SECTION 1175.03 LOT, YARD, AND HEIGHT REQUIREMENTS FOR DWELLINGS OF CHAPTER 1175 DISTRICT REGULATIONS, AND SECTION 1175.05 LOT, YARD, AND HEIGHT REQUIREMENTS FOR BUILDINGS OTHER THAN DWELLINGS OF CHAPTER 1175 DISTRICT REGULATIONS. --- Luzader. Service Committee.

RESULT:	REFERRED TO PUBLIC HEARING	Next: 11/13/2017 7:30 PM
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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH DONALD J. SCHONHARDT & ASSOCIATES, INC. FOR MANAGEMENT CONSULTING SERVICES. (FIRST READING 10/09/2017). --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Oct 9, 2017 7:45 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 9, 2017

RESULT: **REFERRED TO COMMITTEE** **Next: 10/23/2017 7:33 PM**

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (FIRST READING 10/09/2017). --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 10/23/2017 7:33 PM**

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED INCOME TAX FUND TO AN ACCOUNT IN THE CITY INCOME TAX DEPARTMENT. (FIRST READING 10/09/2017). --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 10/23/2017 7:33 PM**

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL COMPREHENSIVE MASTER PLAN SERVICES AND APPROPRIATING FUNDS THEREFORE. (FIRST READING 10/09/2017). --- Cicak. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 10/23/2017 7:33 PM**

ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY. --- Cotner. .

RESULT: **REFERRED TO COMMITTEE** **Next: 10/23/2017 7:33 PM**

LEGISLATION FOR SECOND READING

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1305.03 COMMERCIAL FEE SCHEDULE AND SECTION 1305.12 STATE FEES OF CHAPTER 1305 PERMITS AND FEES. (SECOND READING 10/9/2017). --- Long. Safety Committee.

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 9, 2017

RESULT:	REFERRED TO COMMITTEE	Next: 10/23/2017 7:31 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1301.01 DEPARTMENT ESTABLISHED; DUTIES OF BUILDING OFFICIAL OF CHAPTER 1301 BUILDING DIVISION AND SECTION 1325.03 DEFINITIONS OF CHAPTER 1325 RESIDENTIAL CODE OF OHIO FOR 1, 2, AND 3 FAMILY DWELLINGS. (SECOND READING 10/9/2017). --- Long. Safety Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 10/23/2017 7:31 PM
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111-17

ORDINANCE APPROVING THE MODIFICATION OF THE PLAT OF THE OAK VALLEY SUBDIVISION, SECTION ONE; APPLICATION #179772; APPLICANT: DENNIS AND JENNIFER FRANKO. (FIRST READING 9/25/2017; PLANNING COMMISSION 9/7/2017 UNANIMOUS VOTE). --- Luzader. Service Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Marshall Spalding, Ward III
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC., ("EMH&T") FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (SECOND READING 10/09/2017). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 10/23/2017 7:33 PM
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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC., ("CT") FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (SECOND READING 10/09/2017). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 10/23/2017 7:33 PM
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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES. (SECOND READING 10/09/2017). --- Cotner. Finance Committee.

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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RESULT: **REFERRED TO COMMITTEE**

Next: 10/23/2017 7:33 PM

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018. (SECOND READING 10/09/2017).
--- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE**

Next: 10/23/2017 7:33 PM

LEGISLATION FOR THIRD READING

112-17

ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED INCOME TAX FUND. (SECOND READING 9/25/2017). --- Cotner. Finance Committee.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Barth R. Cotner, At Large

SECONDER: Stephen Cicak, Ward I

AYES: Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

113-17

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 949.07 WATER METER SERVICE FEE AND 949.08 CHARGE FOR TESTING METER OF CHAPTER 949 WATER REGULATIONS. (SECOND READING 9/25/2017). --- Cotner. Finance Committee.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Barth R. Cotner, At Large

SECONDER: Brett Luzader, Ward II

AYES: Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

114-17

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 953.01 WATER RATE SCHEDULE; SECTION 953.04 CHARGES BILLED QUARTERLY; LATE PAYMENT PENALTY; SECTION 953.06 DISCONTINUANCE OF SERVICE; AND SECTION 953.09 SPECIAL CHARGES OF CHAPTER 953 WATER CHARGES. (SECOND READING 9/25/2017). --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Oct 9, 2017 7:45 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 9, 2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

115-17

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (SECOND READING 9/25/2017). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Oct 9, 2017 7:45 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo****DATE: October 23, 2017****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING SEPTEMBER
2017**

I am submitting monies collected from the courts held on 9/7, 9/14, 9/21 and 9/28. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 10,647.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 16,187.00
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Sub-Total (To General Revenue Fund)		\$ 26,834.00
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Computerization Needs Fund	(#211.4510)	\$ 2,390.00
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Enforcement & Education Fund	(#293.4616)	\$ 0.00
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Sub-Total		\$ 2,390.00
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Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Total Amount Submitted****\$ 29,224.00**

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****RESOLUTION REQUEST**

DATE: October 23, 2017**TO:****RE: ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY.**

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity: To continue under the original agreement executed by Rumpke of Ohio, Inc.

This agreement extends the City of Reynoldsburg's contract with Rumpke of Ohio, Inc. for a period of one (1) year. The agreement is attached.

EASTMAN & SMITH LTD.

ATTORNEYS AT LAW

Established 1844

Joseph R. Durham
Attorney at Law
Direct Dial: 614-564-1442
jrdurham@eastmansmith.com

100 E. Broad Street, Suite 2100
Columbus, Ohio 43211
Telephone: 614-564-1442
Facsimile: 614-280-1777

September 20, 2017

Mr. Bill Sampson
Director of Public Service
Service & Engineering Department
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: **2017 Community Consortium Bid: 2018 Extension**
Our File No: S2096-211205

Dear Bill:

Enclosed please find the original extension agreements executed by Rumpke of Ohio, Inc. Once the enclosed agreements have been executed on behalf of the City of Reynoldsburg, please retain the originals for your file, and return copies to me.

Thank you for your assistance in this matter.

Very truly yours,

EASTMAN & SMITH LTD.


Joseph R. Durham

JRD/jrm
Enclosures

Columbus •

Detroit •

Findlay •

Toledo

www.eastmansmith.com

**RENEWAL AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND
DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE,
RECYCLABLE MATERIALS AND YARD WASTE GENERATED
WITHIN THE CITY OF REYNOLDSBURG, OHIO**

This Renewal Agreement for the collection, transportation and delivery for disposal or processing of Residential Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of Reynoldsburg, Ohio (the "Agreement" or "Collection Agreement") entered into this ____ day of _____, 2017, is by and between the City of Reynoldsburg, Ohio ("City") and Rumpke of Ohio, Inc. ("Contractor"), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of its residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units and Municipal Facilities located within the City from a single Contractor on an exclusive basis ("Collection Services"); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Agreement to the Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

WHEREAS, the City has decided to renew the terms and conditions for the Collection Services in conformance with the Bid Documents, the executed Collection Agreement, this Renewal Agreement and the Contractor's pricing for 2018; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

The following paragraphs of the Collection Agreement are supplemented to include the following language:

- 2.2 Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2018, and terminating December 31, 2018.
- 2.3 Renewal Terms.** This Agreement may be renewed for one (1) additional consecutive year upon the sole discretion of the City.
- 6.1 Collection Contractor Billings to City and City Payment.** All terms and conditions in the original Agreement shall remain in effect for the term of this renewal, except that the base bid price per residential unit in 2018 shall be \$16.22 (\$16.47 - \$0.25 for SWACO reduced tipping fee).

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

City of Reynoldsburg, Ohio:

Signature

Name / Title: _____
(Please print)

THE PERSON SIGNING SHALL, IN OWN HANDWRITING SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE, WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

RUMPKE OF OHIO, INC.
Name

10795 Hughes Road
Street Address

Cincinnati, Ohio 45251
City / State / Zip


Signature

Vice President
Title

Attachment: 0448_001 (Community Consortium Bid: 2018 Extension)

**RENEWAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF
RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM
THE CITY OF REYNOLDSBURG, OHIO**

THIS RENEWAL AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Reynoldsburg, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____ 2017, is by and between the City of Reynoldsburg, Ohio (“City”), with its offices located at 4239 London Groveport Rd., Grove City, Ohio 43123, and Rumpke of Ohio, Inc. (“Contractor”), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio, 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City from a single Contractor on an exclusive basis (“Recycling Services”); and

WHEREAS, in 2014, following the official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for processing of Recyclable Materials, the City determined that the Contractor is qualified to provide the Recycling Services to the City and approved the award of the Agreement to the Contractor; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke Recycling, and located at 1191 Fields Avenue, Columbus, Ohio, 43201 (“Identified Facility”); and

WHEREAS, in response to the Bid Documents, entirely incorporated herein by reference, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, the City has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City; and

WHEREAS, in reliance upon the Contractor’s Bid, the City requires that the Collection Contractor deliver all Recyclable Materials to the Contractor’s Identified Facility for processing by the Contractor; and

Attachment: 0448_001 (Community Consortium Bid: 2018 Extension)

WHEREAS, the City has decided to renew the terms and conditions for the Recycling Services in conformance with the Bid Documents, the executed Recycling Services Agreement, this Renewal Agreement and the Contractor's pricing for 2018; and

WHEREAS, pursuant to the Collection Agreement, the Contractor will make payment, if any, to the City for the acceptance and processing of Recyclable Materials in such amounts as provided in the Bid Form attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

The indicated paragraphs of the Recycling Agreement are supplemented to include the following revised language:

- 2.1 **Effective Date and Term.** The term of this Agreement shall be for one (1) year, beginning on January 1, 2018 and terminating on December 31, 2018.
- 2.2 **Renewal Terms.** This Agreement may be renewed for up to one (1) additional consecutive year, upon the sole discretion of the City, at a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A.
- 3.2 **Charges for Recycling Services.** The Contractor agrees that it shall charge zero dollars (\$0.00) per ton, or pay to the City a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the City or its Residents.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

**THE CITY OF REYNOLDSBURG,
OHIO:**

(Signature)

(Printed Name)

(Title)

Contractor must indicate whether Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

RUMPKE OF OHIO, INC.

Name

10795 Hughes Road

Street Address

Cincinnati, Ohio 45251

City / State / Zip



Signature

Vice President

Title

Attachment: 0448_001 (Community Consortium Bid: 2018 Extension)

Police Department**Bill Early****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6935 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE TELEX
DISPATCH CONSOLE AND RELATED EQUIPMENT FOR THE
REYNOLDSBURG POLICE DEPARTMENT; APPROPRIATING
FUNDS THEREFOR AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

The current console is severely outdated being over 20 years old, and it the weakest link of the Emergency Operations Center. Given that it is analog, it is not compatible with any of the new systems, specifically the new 911 hardware and software set to be installed in the beginning of November 2017. Replacement parts are extremely difficult to locate for the current Zetron console (see evaluation of current equipment drafted in email from Brian Perry of REM Communications). The current Zetron console is also not compatible with the upgraded MARCs equipment which contributes to some of our failed radio transmission issues.

Current Situation: The Reynoldsburg Division of Police is in the process of completing several upgrades which include new Records Management Software, new Computer Aided Dispatch Software, and the New 911 Next Generation System with text capability. The department also utilizes a digital MARCS radio system. The only component that was not upgraded was the current, obsolete, analog radio console in the Emergency Operations Center (formerly the dispatch center).

The current console is severely outdated being over 20 years old, and it the weakest link of the Emergency Operations Center. Given that it is analog, it is not compatible with any of the new systems, specifically the new 911 hardware and software set to be installed in the beginning of November 2017. Replacement parts are extremely difficult to locate for the current Zetron console (see evaluation of current equipment drafted in email from Brian Perry of REM

Police Department

Bill Early

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6935 Phone

Communications). The current Zetron console is also not compatible with the upgraded MARCs equipment which contributes to some of our failed radio transmission issues.

The original plan was to request a console replacement in the 2018 budget; however, two issues have arisen that require immediate purchase of an upgraded, digital console to tie in with the new 911 system:

- The current Zetron console has been experiencing unexplained, infrequent outages. If the console ceases to function, the backup plan at this point in time is have Franklin County Sheriff dispatch for our agency until a new console can be purchased and installed. No current MOU exists between the City of Reynoldsburg and the Franklin County Sheriff's Office to facilitate dispatching for our city. Purchasing and installing a new console could take a minimum of two months since the console would not be constructed for our agency until it is actually ordered.
- Once the new 911 hardware is installed, the headset included with the new 911 system will not be compatible with the current Zetron console. Meaning, the dispatchers could use wireless headsets with the phones, but would need to manually use and monitor the radio. They would lose the capability of hands free dispatching which significantly impacts their daily functions and officer safety. For example: if a single dispatcher is covering a shift, they would not be able to monitor the radio while they are dealing with a citizen who comes to the dispatcher public window. The head set cannot be reversed to be used with the radio and not the phones as the new 911 equipment only operates with the headset.

Purchasing an upgraded digital radio console, made by Telex, will solve the above listed major issues and is compatible with the new 911 system (headset and software compatible with the SIP phones.)

I request the following actions with the 911 Replacement Project:

- Request appropriation of additional funding from the 410 CIP fund to the 911 Replacement System/Equipment-Other Equipment Project, project account

Police Department**Bill Early****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6935 Phone**

410.000.0161.5639, in the total amount of **\$110,000**. (See attached REM quote for \$100,000 with additional funds for any unforeseen expenditures).

- Request to purchase the Telex Dispatch Consoles as described in the attached quote from REM Communications.

Pursuant to CRC Section 8.04(c) request to waive competitive bidding.



Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

11.a.a

MEMORANDUM

Date: 17 October 2017

To: Chief W. Early #93

From: LT R. Wright #90 *R Wright*

Subject: Request to Appropriate funds to Project Account 410.000.0161.5639 911 Replacement System

Current Situation: The Reynoldsburg Division of Police is in the process of completing several upgrades which include new Records Management Software, new Computer Aided Dispatch Software, and the New 911 Next Generation System with text capability. The department also utilizes a digital MARCS radio system. The only component that was not upgraded was the current, obsolete, analog radio console in the Emergency Operations Center (formerly the dispatch center).

The current console is severely outdated being over 20 years old, and it the weakest link of the Emergency Operations Center. Given that it is analog, it is not compatible with any of the new systems, specifically the new 911 hardware and software set to be installed in the beginning of November 2017. Replacement parts are extremely difficult to locate for the current Zetron console (see evaluation of current equipment drafted in email from Brian Perry of REM Communications). The current Zetron console is also not compatible with the upgraded MARCs equipment which contributes to some of our failed radio transmission issues.

The original plan was to request a console replacement in the 2018 budget; however, two issues have arisen that require immediate purchase of an upgraded, digital console to tie in with the new 911 system:

- The current Zetron console has been experiencing unexplained, infrequent outages. If the console ceases to function, the backup plan at this point in time is have Franklin County Sheriff dispatch for our agency until a new console can be purchased and installed. No current MOU exists between the City of Reynoldsburg and the Franklin County Sheriff's Office to facilitate dispatching for our city. Purchasing and installing a new console could take a minimum of two months since the console would not be constructed for our agency until it is actually ordered.
- Once the new 911 hardware is installed, the headset included with the new 911 system will not be compatible with the current Zetron console. Meaning, the dispatchers could use wireless headsets with the phones, but would need to

Attachment: 2142_001 (Request to Appropriate Funds for 911 Replacement System)

manually use and monitor the radio. They would lose the capability of hands free dispatching which significantly impacts their daily functions and officer safety. For example: if a single dispatcher is covering a shift, they would not be able to monitor the radio while they are dealing with a citizen who comes to the dispatcher public window. The head set cannot be reversed to be used with the radio and not the phones as the new 911 equipment only operates with the headset.

Purchasing an upgraded digital radio console, made by Telex, will solve the above listed major issues and is compatible with the new 911 system (headset and software compatible with the SIP phones.)

I request the following actions with the 911 Replacement Project:

- Request appropriation of additional funding from the 410 CIP fund to the 911 Replacement System/Equipment-Other Equipment Project, project account 410.000.0161.5639, in the total amount of **\$110,000**. (See attached REM quote for \$100,000 with additional funds for any unforeseen expenditures).
- Request to purchase the Telex Dispatch Consoles as described in the attached quote from REM Communications.

2625 JOHNSTOWN ROAD
COLUMBUS, OHIO 43219
WWW.REMCOMM.COM
Phone: 614-258-9985
Fax: 614-258-9986
Prepared by: Mark Landry

DATE	8/8/2017
QUOTE #	telex console
CUSTOMER ID	
VALID UNTIL	11/8/2017

Lt Ron Wright
Reynoldsburg Police Department
ADDRESS
CITY, STATE ZIP

Subtotal	\$	100,000.00
Taxable	\$	-
Tax rate		7.500%
Tax due	\$	-
Other		
TOTAL	\$	100,000.00

PAYMENT DETAILS:

50% DEPOSIT, 40% INSTALLATION, 10% COMPLETION

If you have any questions about this price quote, please contact
Mark Landry (614) 207-6409 mlandry@remcomm.com

Attachment: 2142_001 (Request to Appropriate Funds for 911 Replacement System)

Ron Wright

From: Brian Perry <bperry@remcomm.com>
Sent: Thursday, September 07, 2017 8:51 AM
To: Ron Wright
Subject: Zetron Dispatch Equipment

Categories: Red Category

Ron,

The existing dispatch console equipment that R.E.M. Communications currently maintains for Reynoldsburg Police Department is legacy equipment that has been in service for around 20 years. Parts for this type of console system are becoming difficult to acquire and may cause extended downtime for system repairs. There is limited support from the manufacture on this product line because of its age. It is our recommendation that replacement of this system be considered for current technology.

Brian Perry
614.258.9985
614.258.9986 fax
bperry@remcomm.com
www.remcomm.com



Ron Wright

From: Griffith, William R. (Communications) <WRGriffith@Columbus.gov>
Sent: Tuesday, October 17, 2017 12:58 PM
To: Ron Wright
Cc: 'cmcgeary@west.com'
Subject: FW: Proposed Console Solution for Reynoldsburg Police Department
Attachments: D10239-E_Rev02_Power_Station_1.0_Setup_and_Administration_Guide.pdf

Lt. Wright,

Attached is the documentation for connecting the Radio console to the Viper 911 system. There should be no issues connecting and using one headset for both. See responses below.

From: McGeary, Christopher [<mailto:CMcGeary@west.com>]
Sent: Tuesday, October 17, 2017 12:47 PM
To: Griffith, William R. (Communications)
Subject: RE: Proposed Console Solution for Reynoldsburg Police Department

Refer to page 121. This should tell the radio vendor what they need to match up with for radio interface.



Chris McGeary

Account Executive

Safety Services

814.932.9998 e cmcgeary@west.com west.com
 Facebook Blog Twitter LinkedIn

we connect. we deliver.

From: Griffith, William R. (Communications) [<mailto:WRGriffith@Columbus.gov>]
Sent: Tuesday, October 17, 2017 12:26 PM
To: McGeary, Christopher <CMcGeary@regmail.west.com>
Subject: RE: Proposed Console Solution for Reynoldsburg Police Department

Sorry for the rush, but from what I recall, it not going to be an issue to connect to the new radio system.

From: McGeary, Christopher [<mailto:CMcGeary@west.com>]
Sent: Tuesday, October 17, 2017 12:10 PM
To: Griffith, William R. (Communications)
Subject: RE: Proposed Console Solution for Reynoldsburg Police Department

I'll send it to you as soon as I can get back to my computer. Working out of pocket at the moment.

From: Griffith, William R. (Communications) <WRGriffith@Columbus.gov>
Sent: Tuesday, October 17, 2017 11:05:20 AM
To: McGeary, Christopher
Subject: RE: Proposed Console Solution for Reynoldsburg Police Department

So I can find it in the A9C documentation? I just cannot find the e-mail.

Attachment: 2142_001 (Request to Appropriate Funds for 911 Replacement System)

From: McGeary, Christopher [<mailto:CMcGeary@west.com>]
Sent: Tuesday, October 17, 2017 12:04 PM
To: Griffith, William R. (Communications)
Subject: RE: Proposed Console Solution for Reynoldsburg Police Department

Yes it's not a problem. I had sent you the A9C documentation last time we discussed it showing the pinout that the radio vendor has to match up with for the headset integration.

From: Griffith, William R. (Communications) <WRGriffith@Columbus.gov>
Sent: Tuesday, October 17, 2017 10:54:47 AM
To: McGeary, Christopher
Subject: FW: Proposed Console Solution for Reynoldsburg Police Department

Chris,
 Did you send me conformation if the Viper will interface on the below radio system. I know we discussed this and Reynoldsburg needs answers today, the earlier the better.

From: Griffith, William R. (Communications)
Sent: Thursday, August 03, 2017 1:09 PM
To: 'cmcgeary@west.com'
Subject: FW: Proposed Console Solution for Reynoldsburg Police Department

Chris,
 Attached is documentation on the radio console that Reynoldsburg will be getting. Can you verify that the integration of the headset will be compatible?

From: Brian Perry [<mailto:bperry@remcomm.com>]
Sent: Thursday, August 03, 2017 12:25 PM
To: Griffith, William R. (Communications)
Subject: Proposed Console Solution for Reynoldsburg Police Department

William,

Here is some documentation on the console that we will be proposing for RPD. The Telex C-Soft is a software based IP console. We will be using the audio interface ADHB4 for the headsets. Please let me know if you will need any additional documentation.

Thanks,

Brian Perry
 614.258.9985
 614.258.9986 fax
bperry@remcomm.com
www.remcomm.com



Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: October 23, 2017**TO: Finance Committee****RE: Ordinance Making Transfer of Funds Among Various General Fund Departments.**

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

That this is deemed to be an emergency measure necessary for the financial needs of the City's Government and further to the information technology operations functioning properly along with Civil Service and Human Resources needs.

Request that \$55,900 be unappropriated from the Service Department account number 110.448.5302 - Street Lighting, and be returned to the unappropriated General Fund (110).

Appropriate \$50,000 to the Computer Department as follows: \$24,000 to account number 110.584.5339 Misc. Contract Services; \$21,000 to account number 110.584.5366 Misc. Contract Services; \$5,000 to account number 110.584.5203 Computer Supplies.

Appropriate \$2,400 to the Civil Service Department account number 110.534.5336 Medical Services/Physical Exams.

Appropriate \$3,500 to the Human Resources Department account number 110.582.5399 - Human Resources - Misc. Contract Services and declaring it an emergency.

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **October 23, 2017**

TO:

RE: ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A
SHORT TERM LEASE AGREEMENT WITH TAYLOR SQUARE
OWNER, LLC., FOR STOREROOM B-12 LOCATED AT 7639
FARMSBURY ROAD; AND DECLARING AN EMERGENCY.

Reason For Emergency: Immediate preservation of the public peace, health, or safety

This is deemed to be an emergency measure necessary for the immediate preservation of public, peace, health or safety and further to keep the sub station location at Taylor Square operating.

Authorizing the Mayor to enter into a Short term lease agreement with Taylor Square Owner, LLC., 250 Civic Center Drive, Suite 500, Columbus Ohio 43215 for Storeroom B-12 located at 7639 Farmsbury Rd, Reynoldsburg OH 43068. (See attached)

I

SHORT TERM LEASE AGREEMENT

This Short Term Lease Agreement ("Lease") is made to be effective as of this ____ day of ____ 2017 (the "Effective Date") by and between Landlord and Tenant upon the terms and conditions hereinafter set forth.

In consideration of the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows, effective as of the Effective Date:

SECTION 1. Parties; Notice Addresses.

Landlord: TAYLOR SQUARE OWNER, LLC, a (n) Delaware limited liability company

Landlord's Address for Notice:
TAYLOR SQUARE OWNER, LLC
250 Civic Center Drive, Suite 500
Columbus, Ohio 43215

Landlord's Address for Payments:
c/o Casto
P. O. Box 1450
Columbus, Ohio 43216

Landlord's Phone: (614) 227-3476

Tenant: CITY of REYNOLDSBURG, a (n) OHIO MUNICIPAL CORPORATION

Tenant's Trade Name: REYNOLDSBURG POLICE DEPARTMENT

Tenant's Address for Notice:
City of Reynoldsburg Police Department
7240 E. Main Street
Reynoldsburg, OH 43068

Tenant's Phone: (614) 866-6375

Tenant's Tax ID or SSN: _____

SECTION 2. Shopping Center; Premises; Grant.

Shopping Center: The Taylor Square Shopping Center ("Shopping Center"), located in the City of Reynoldsburg, and State of Ohio, as outlined on Exhibit A attached hereto and incorporated herein by this reference.

Premises: Storeroom Number B-12, in the Shopping Center, having an address of 7639 Farmsbury Road, Reynoldsburg, OH ("Premises") as identified on Exhibit A.

Grant: Landlord, in consideration of the Rents and the performance of the covenants and agreements hereinafter set forth to be paid and performed by Tenant, hereby leases to Tenant, for the Term, and Tenant hereby accepts from Landlord, the Premises.

SECTION 3. Permitted Use. Tenant shall use the Premises on a short term basis for the following use: Reynoldsburg Police Substation (the "Permitted Use"). Tenant shall use the Premises solely for the Permitted Use and for no other purpose unless agreed to in writing by Landlord. The conduct of the Permitted Use is subject to all applicable laws, rules, codes and orders; any existing exclusive use rights granted to other occupants of the Shopping Center; and any restrictions and/or encumbrances applicable to the Shopping Center.

I

SECTION 4. Term. The term of the Lease granted hereby shall commence on November 1, 2017 and, unless earlier terminated pursuant to the terms and conditions of this Lease, shall expire on October 31, 2018 (the "Term"). As used herein, "Term" shall include any extensions granted by Landlord and any periods of holding over in the Premises by Tenant, regardless as to whether such period of holding over is consented to by Landlord.

All of the foregoing to the contrary notwithstanding, the parties agree and acknowledge that this is a short-term lease and as such, Landlord shall have the option to terminate this Lease sixty (60) days' prior to expiration of this agreement with written notice to Tenant or, at Landlord's option, Landlord may relocate Tenant to other space within the Shopping Center after expiration of the current lease agreement.

SECTION 5. Minimum Rent; Percentage Rent; Additional Charges; Payment.

Minimum Rent: Tenant shall pay Landlord an amount equal to \$ 600.00 per Month of the Term (the "Minimum Rent"). The Minimum Rent shall be paid to Landlord at the Landlord's Address for Payment set forth above in Section 1, on the 1st day of each Month during the Term.

Percentage Rent: In addition to the Minimum Rent, Tenant shall pay Landlord an amount equal to 0 percent (0 %) of all Tenant's monthly gross sales made from the Premises in excess of \$ 0. Percentage Rent, if any, shall be due and payable on or before the 10th day of the month following the month to which such Percentage Rent payments are attributable.

For the purpose verifying amounts due as Percentage Rent hereunder, Tenant agrees to record and report to Landlord its gross sales made at or from the Premises. Gross sales shall be reported on Monday of each week of the Term and, if provided by Landlord, shall be reported on Landlord's standard form. Landlord shall have the right to audit Tenant's gross sales and records pertaining thereto. Tenant shall pay a late charge of N/A per day for each day Tenant is delinquent in submitting its statement of gross sales to Landlord.

Additional Charges: The following Additional Charges are due and payable on or before the commencement of the Term.

Common area maintenance: \$ 0
 Real estate taxes: \$ 0
 Landlord's insurance: \$ 0
 Utilities: \$ 0

Payment: All fees and payments made to Landlord hereunder shall be payable in immediately available funds.

SECTION 6. Security Deposit. Tenant shall, on or before the commencement of the Term, deliver to Landlord an amount equal to \$ 0 (the "Security Deposit"). Landlord shall retain the Security Deposit as security for the performance of all Tenant's duties and obligations hereunder. The Security Deposit, less any amounts retained by Landlord to pay for any costs, expenses or damages incurred by Landlord in connection with Tenant's failure to abide by the terms of this Lease, shall be refunded to Tenant approximately thirty (30) days following the expiration of the Term, provided Tenant is not in default under any of the terms of this Lease.

SECTION 7. Late Payments and Returned Checks. *Intentionally deleted*

SECTION 8. Tenant's Operations. Tenant acknowledges that Landlord has made no representations, warranties or guarantees regarding the success or failure of Tenant's business or operations or with respect to projected or anticipated gross sales or profits from Tenant's business at the Premises. Tenant further acknowledges that Landlord has made no representations concerning the possibility of the extension or renewal of the Term beyond the Term specified in the first sentence of Section 4 hereof. Tenant acknowledges and agrees that none of its merchandise, equipment, displays or other items will be placed in any area outside the Premises. Tenant agrees to adhere to Landlord's rules, regulations and policies for the Shopping Center, as set forth in Exhibit B, attached hereto and incorporated herein by this reference, and which are subject to change, revision and modification at any time. Tenant agrees to comply with all laws applicable to the Premises. Tenant shall not cause or permit any hazardous materials to be brought upon, stored, kept, used, or discharged on or about the Premises or Shopping

Center. The consumption or sale of alcoholic beverages on or from the Premises shall not be permitted. Tenant shall pay, or reimburse Landlord for all utility charges and services used at the Premises, less any prepaid amount for utilities as set forth in Section 5.

SECTION 9. Signage. All signs placed on the exterior of the Premises or otherwise visible from the common areas of the Shopping Center must comply with all applicable laws, rules and codes; must be professionally prepared; and are subject to Landlord's prior written approval.

SECTION 10. Permits. If there are any licenses, authorizations, permits or approval required by any governmental agency or authority in connection with Tenant's occupancy and use of the Premises, Tenant shall obtain such permits or approvals at Tenant's sole cost and expense.

SECTION 11. Maintenance. Tenant shall maintain, at its sole cost and expense, the Premises and all of Tenant's property and improvements located thereon in good, clean and safe condition and make all necessary replacements and repairs to the Premises. Tenant shall not commence any structural repairs or access or penetrate the roof of the Premises without Landlord's prior written approval which approval may be withheld in Landlord's sole discretion.

SECTION 12. Insurance. The Landlord accepts the certificate of coverage provided from and after the date Tenant first occupies the Premises and continuing throughout the Term, Tenant shall maintain in full force and effect commercial general liability insurance written on form version CG 0001 10 04 or later (including contractual liability coverage) covering the Premises and Tenant's use of the Premises and operations within the Shopping Center, with Landlord named as an additional insured, in companies and in a form reasonably satisfactory to Landlord in which the limits with respect to personal liability and property damage shall be not less than Three Million Dollars (\$3,000,000) per occurrence on a location basis. Tenant shall also maintain Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned in the following minimum amounts with a limit of not less than Three Million Dollars (\$3,000,000) combined single limit for bodily injury and property damage. Such insurance policies shall be issued by an insurance company licensed to do business in the State where the Premises is located and written with the Tenant and its designees as the named insureds. Tenant shall deliver to Landlord certificates of insurance evidencing such insurance prior to the date Tenant first occupies the Premises.

Such insurance may not be canceled, materially modified or non-renewed, except upon reasonable notice to the Landlord. The minimum limit of the insurance coverage to be maintained by Tenant hereunder shall not limit Tenant's liability under this Lease.

Tenant shall at all times carry such worker's compensation and any other insurance necessary to comply with the laws and regulations of the State in which the Premises is located. Tenant acknowledges that any and all injuries or claimed injuries sustained by Tenant's employees shall be regarded as a worker's compensation matter and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims and liabilities stemming therefrom.

SECTION 13. Indemnity. To the extent permitted by Ohio, unless Landlord is negligent, Tenant shall indemnify, hold harmless, and defend Landlord from and against any and all claims, actions, damages, liability, and expenses, including but not limited to, attorney fees and other costs and professional fees in connection with the loss of life, personal injury and/or damage to property arising from or out of the occupancy or use of the Premises or any part thereof, or any other part of the Shopping Center occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, customers, employees, licensees or invitees unless. Landlord waives its rights to subrogation for losses arising from claims covered by Landlord's property insurance. Neither party, under no circumstances shall be entitled to recover any consequential, incidental, exemplary, special and or punitive damages from the other party to this agreement, including, without limitation, loss of income, business or profits.

SECTION 14. Assignment and Subletting. Tenant shall not sell, assign, mortgage, pledge or transfer this Lease or any interest in the Premises created hereby and shall not sublet all or any part of the Premises, nor license concessions or departments therein, without Landlord's prior written approval, which may be withheld at Landlord's sole and absolute discretion.

SECTION 15. Damage. Tenant is liable for all damage to the Shopping Center (including the Premises) caused by the act or omission of Tenant or the breach of this Lease and shall reimburse Landlord for the cost of any repairs to the Shopping Center (including the Premises) necessitated as the result of, caused by, or arising out any act or omission of Tenant, including, without limitation, as the result of the installation or removal of personal property, fixtures or equipment in or from the Premises. Tenant shall make no alterations to the Premises. No stakes may be driven into the asphalt of the parking area.

SECTION 16. Surrender. Tenant shall, on or before the expiration or earlier termination of the Term: (a) remove all of its merchandise, personal property, fixtures and equipment from the Premises; (b) repair any damage to the Premises caused by Tenant or occurring during the Term such that the Premises is surrendered to Landlord in as good or better condition as when delivered to Tenant on the commencement of the Term, normal wear and tear excepted; (c) deliver all keys, combinations and any security codes to Landlord; and (d) surrender the Premises to Landlord in broom clean condition. Personal property of Tenant not removed within two (2) days of the expiration or earlier termination of the Term shall be deemed abandoned and shall become the property of Landlord, at Landlord's option, without liability to Tenant therefor. This Section 16 shall survive termination of this Lease.

SECTION 17. Exculpation. There shall be no personal liability on the part of any individual who is Landlord, or any shareholder, member, partner, or officer of Landlord, with respect to this Lease. If a court of competent jurisdiction determines a breach of this Lease by Landlord has occurred and awards damages to Tenant in relation thereto, Tenant shall look solely to Landlord's equity in the Shopping Center for the satisfaction of such award.

SECTION 18. Terms of Lease. This Lease contains all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant. There are no other agreements, either oral or written, between the parties other than those set forth in this Lease.

SECTION 19. Additional Terms and Conditions:

Venue, Choice of Law. The parties agree that in any action on or relating to the lease, the exclusive jurisdiction and venue are hereby vested in the Franklin County Court of Common Pleas, Franklin County, Columbus, Ohio and all contract terms shall be governed by Ohio Law.

SECTION 20. Severability: If any city provision of the lease is held to be illegal, invalid or otherwise unenforceable, then the same shall not affect other terms or provisions of this lease and such terms or provisions shall be deemed modified to the extent necessary to render such terms or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth therein.

WHEREFOR, Landlord and Tenant have caused this Lease to be signed, in counterparts, upon the Effective Date above written.

LANDLORD:

TAYLOR SQUARE OWNER, LLC
a (n) Delaware limited liability company

By: _____

Print Name: Bruce Engelhardt

Title: Property Manager/Agent for Owner

TENANT:

City of Reynoldsburg,

Mayor: _____

Print Name: _____

Title: _____

Approved as to form

James E. Hood
City Attorney

Attachment: Short Term Lease Agreement (Short Term Lease Agreement - Taylor Square)

EXHIBIT A

SITE PLAN

EXHIBIT B**RULES AND REGULATIONS**

Tenant shall comply with the following rules and regulations which have been promulgated by Landlord as of the Effective Date. Landlord reserves the right to amend, alter or revise the rules and regulations from time to time and Tenant shall comply with all such rules and regulations as amended, altered or revised.

1. Tenant shall not construct or erect any exterior sign or awning or flag on or about the Premises or any sign within the Premises which is visible from outside the Premises without first obtaining the written consent of Landlord. All signs shall comply with all governmental requirements. Temporary signs, banners, and inflatable devices are prohibited without prior written authorization from Landlord and any required governmental permits. Neon type signs or lighting may not be displayed in the storefront without Landlord's prior written consent.
2. Tenant shall not place any objects against any glass windows or doors.
3. Tenant shall not place any aerial or satellite dish or radio or television antenna, loudspeakers or any other device on the roof or elsewhere in the Shopping Center outside the Premises without the express written consent of Landlord.
4. No blinds, shades and other similar equipment visible from outside of the Premises shall be installed by Tenant without the prior written approval of Landlord.
5. Tenant shall not use any media, such as loudspeakers, phonographs, radio or television in a manner which can be heard or seen outside of the Premises.
6. Tenant shall not use any space in the Premises for living quarters, whether temporary or permanent, or for any illegal or immoral purpose.
7. Tenant shall not keep inflammables, such as gasoline, kerosene, naphtha and benzene, or hazardous materials, explosives or any other articles of any intrinsically dangerous nature in or on the Premises.
8. Tenant shall store all trash and garbage in the Premises or in dumpsters which shall be placed in locations designated by Landlord and Tenant shall arrange and pay for the regular pickup of the same. Sealed bags shall be used for the disposal of loose trash and debris. Cardboard shall be flattened prior to being deposited in dumpsters.
9. Tenant shall not conduct any distress, auction, fire, bankruptcy, "lost lease," going out of business or similar sales in or about the Premises. If Tenant violates this provision, in addition to all the other remedies provided in this Lease, Tenant shall pay a Fifty Dollar (\$50) per day penalty which if not paid promptly shall be collectible as Rent.
10. All trucks, vans and other vehicles larger than a 3/4 ton pick-up truck shall use the rear entrance to the Shopping Center and park at the rear of the Shopping Center and no such vehicle shall be permitted on the front parking lot. All loading and unloading of goods, equipment and other materials shall be done only at such times, in the areas and through the rear entrances designated for such purpose by Landlord.
11. Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use.

12. Tenant shall keep the Premises free and clear from rodents, bugs, vermin and will at its sole cost and expense use exterminating services when necessary or when so requested by Landlord.
13. Tenant shall not place or permit any personal property, obstructions, merchandise or machines of any kind in the common areas except as otherwise specifically permitted in this Lease.
14. If the Premises is used as a restaurant or if food or beverages of any type are ever sold at the Premises: (a) trash and garbage from restaurant activities shall be disposed of in covered receptacles that are stored in a screened area which is maintained in a clean and sanitary condition, (b) odor and moisture from any restaurant shall be adequately exhausted so that odor and moisture do not emanate from the Premises in an objectionable manner, and (c) grease and other waste products from the restaurant shall be disposed of so as to avoid any clogging or interference with Building utility systems and insure that leakage from any restaurant does not emanate from the Premises. Restaurant tenants shall be responsible for the cost of regular maintenance and cleaning of the grease traps and exhaust hoods including related ductwork servicing their Premises.
15. The Premises shall be adequately insulated so that noise and vibration from any activities do not emanate from the Premises.
16. Where they exist, interior Common Area corridors may not be used for the storage of any items whatsoever, including trash, fixtures and equipment, or merchandise. Smoking shall not be permitted in any interior Common Area corridors. Tenant shall enforce this non-smoking policy with its employees and invitees. Any Tenant found to be in violation of this policy will be assessed a One Hundred Fifty Dollar (\$150) fine per violation.
17. All loading and unloading of goods shall be done at such time, in the areas, and through the entrances designated for such purposes by Landlord. Tenant's rear entrance must be utilized for deliveries during business hours, as designated by Landlord. Front door deliveries require prior written authorization by Landlord, and are to occur only during non-business hours. Landlord reserves the right to deny authorization for front door deliveries.
18. Tenant is solely responsible for the upkeep and maintenance of its storefront and rear entrance door(s) unless otherwise indicated in the Lease. Tenant shall have the storefront windows and all doors cleaned on a regular basis. Neither the interior nor the exterior of any window may be coated or otherwise screened without prior written consent of Landlord. Exterior window glass panels may not be replaced with other materials, such as sheet metal, plywood or masonry media.
19. Except as otherwise provided in the Lease, Tenant shall not remodel or otherwise modify the exterior or interior of the Premises without the prior written approval of Landlord. Landlord shall not consider requests for its approval until Tenant has submitted to Landlord complete plans and specifications of the proposed work.
20. Tenant and its employees or agents shall park their vehicles only in the locations designated by Landlord as employee parking areas. Said areas may be changed by Landlord from time to time with written notice to Tenant, to allow for convenient parking by customers. Vehicles parked in fire lanes and loading zones may be ticketed by law enforcement and/or towed by Landlord at visitor's sole expense and liability. Tenant, including its employees or agents, shall not display "for sale" signs on any vehicles under its control while parked in the common area of the Shopping Center.
21. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Tenant shall maintain the storeroom's HVAC equipment to continuously provide comfortable temperatures in the range of 68 to 76 degrees. Exterior doors are not to be propped open for ventilation purposes.

22. Plumbing facilities will not be used for any purpose other than that for which they are constructed. No foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damages resulting from a violation of this rule shall be borne by Tenant.
23. Tenant shall use and maintain the Premises in accordance of standards of a first-class Shopping Center. Tenant shall not create odors that may be offensive to others, including tenants, their officers, employees, agents, servants, customers or invitees. Nothing shall be done in the Premises which will injure the reputation of the Shopping Center or unreasonably annoy any of the other tenants of the Shopping Center or constitute a nuisance.
24. No handbills or other printed matter may be distributed by Tenant in any common area including the parking lots. Tenant shall cooperate and report activities of this nature by other tenants or third parties to Landlord to prevent same.
25. No pay phones, game machines, video games, pool tables, recreation equipment or the like may be used within the Premises without Landlord's prior written consent.
26. Tenant shall permit no act or practice which may tend to injure the Premises and the appurtenances of the Shopping Center or any other equipment or display located thereon or be a nuisance to other tenants.
27. Tenant shall comply with all further rules and regulations for the use and occupancy of the Shopping Center as Landlord in its reasonable business discretion, from time to time promulgates for the best interests of the Shopping Center. Landlord shall have no liability for violation by any other tenants of the Shopping Center of any rules or regulations nor shall such violation or the waiver thereof excuse Tenant from compliance.
28. Wherever a conflict arises between these rules and regulations and the main body of the Lease, the Lease shall take precedence.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND
PREPARE BID DOCUMENTS FOR THE 2018 STREET PROGRAM,
APPROPRIATING FUNDS THEREFORE, AND DECLARING AN
EMERGENCY.

Emergency/Suspension: Emergency**Reason For Emergency:** Financial needs of the City's government

Statement of necessity: WOULD LIKE PASSAGE AFTER THE SECOND READING. THIS
WILL ALLOW ENGINEERING TO BE DONE AND GO OUT TO BID AT THE SAME TIME
AS THE BALDWIN ROAD PROJECT.

EMH&T will provide survey, engineering design and assistance with bidding for the 2018 Street
Maintenance Program. The proposal and estimated probable construction cost is attached.

Requesting \$92,418.00 from unappropriated Capital Projects fund (410) and appropriated to
is 410.000.0163.5659 Misc. Infrastructure.

October 9, 2017

Mr. William J. Sampson
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

**Subject: 2018 Reynoldsburg Street Maintenance Program
Proposal for Engineering and Bidding Services**

Dear Mr. Sampson:

EMH&T is pleased to submit our proposal for engineering and bidding services for the City's upcoming Street Maintenance Program. The 2018 Street Maintenance Program will include detailed evaluation, cost estimates, program exhibits, specifications, and bidding services for the street segments that have been identified by the City.

Based on our previous discussions with the Service Department Staff, we anticipate including the following items in the 2018 Program:

- Rodebaugh Road "S" Curve – Widening and Overlay
- East Main Street Crosswalk / Median Improvement
- Resurfacing Projects: Furth Drive, Halverton Drive, Glenford Court, Lockmere Court, Crosswick Court, French Drive, Epworth Avenue, Radekin Road - West of Brice, Astor Drive - West of Brice, Jackson Street, Foxchase Road, and Dean Court
- Park Improvements
 - Civic Park Lot – Pavement and Storm Sewer Improvements
 - Huber Park Lot Resurfacing

The anticipated total cost for these improvements is 2,421,000 (see attached estimate).

SCOPE OF SERVICES

The Scope of Services for this improvement will be broken up into the following two parts:

1. Topographic Survey – Topographic survey will be obtained for the proposed improvements on Rodebaugh Road and Civic Park only. It is anticipated that all of the other improvements will be characterized for bidding using GIS exhibits, standard drawings, and detailed specifications. Survey is necessary for the Rodebaugh improvements and for the proposed storm sewer improvements at the Civic Park parking lot.
 - a. Establish right-of-way and horizontal and vertical control for the basis of Design. EMH&T will perform topographic survey necessary for the Roadway Improvements at Rodebaugh Road. Existing features such as existing roadway, embankments, storm sewers, private landscaping, and any other features which may impact design will be obtained.
 - b. Perform topographic survey along the access road and parking lot at Civic Park, which will be necessary to design the proposed storm sewer and drainage improvements in the park.

2. Rodebaugh Road Plans

- a. Prepare roadway improvement plans for the widening and overlay of Rodebaugh Road at the “S” curve.
- b. Prepare base map and model existing utilities.
- c. Plans will consist of the following:
 - i. Title sheet
 - ii. General notes, details, and estimate of quantities
 - iii. Typical section and pavement section
 - iv. Roadway plan and profiles
 - v. Roadway Cross-sections
 - vi. Storm sewer and/or roadside grading details
 - vii. Maintenance of traffic details
 - viii. Sedimentation and erosion control details
- d. Following the preparation of preliminary plans and details, EMH&T will submit plans to and coordinate with project stakeholders (Franklin Co. Engineer, Truro Township).
- e. Submit plans to utility companies for review and coordination.

3. Street Resurfacing Program

- a. Conduct kick-off and progress meetings with the City throughout the design phase.
- b. Perform physical evaluation of each street segment using ODOT Pavement Condition Rating standards for Local Streets.
- c. Gather necessary field data and measurements to create an estimate of quantities and cost estimate for each street.
- d. Assess the curb ramps on candidate streets for ADA compliance and evaluate the costs associated with curb ramp replacement.
- e. Perform pavement cores on candidate streets to assess their current thickness and condition (subconsultant service, DHDC, Inc.).
- f. Prepare engineering quantity and cost estimates for the City’s review and approval.
- g. Develop street program exhibits for bidding purposes.
- h. Prepare detailed construction specifications.

4. Park Improvements

- a. Civic Park Parking Lot Improvements.
 - i. Develop base map and model existing utilities.
 - ii. Prepare resurfacing and spot full depth repair details for the parking lot and access drive pavement.
 - iii. Develop storm sewer tributary area map and storm sewer design computations using the rational method.

- iv. Prepare storm sewer plan and profile sheets and define proposed ditch re-grading
- b. Huber Park Parking Lot improvements
 - i. Prepare resurfacing and spot full depth repair plans and details for the existing parking lot
 - ii. Evaluate curb and sidewalk condition and develop recommendations for improvements.
- 5. Bidding Services
 - a. Prepare 15 sets of bidding documents and publish the notice to contractors
 - b. Respond to any requests for information from bidders during the bidding process
 - c. Attend bid opening
 - d. Prepare bid tab, award recommendation and conformed copies of the contract documents

EXCLUSIONS:

- 1. Topographic survey and detailed construction plans with the exception of the Rodebaugh and Civic Park Improvements. The street program will be characterized and bid using GIS exhibits with an aerial photo background.
- 2. Subsurface evaluations besides the pavement thickness cores.
- 3. Construction phase services. A follow-on proposal for construction administration and on-site representation will be prepared and submitted to the City following bidding.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. Assuming authorization is granted in November of 2016, we anticipate that the project can be bid in February or March of 2017.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the Fee Summary table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
Part 1 (Engineering Services)	
1. Topographic Survey	\$10,112.00
2. Rodebaugh Road	\$20,597.00
3. Resurfacing Program	\$32,808.00
4. Park Improvements	\$24,986.00
5. Bidding Services	\$3,915.00
PROJECT TOTAL FEE	\$92,418.00

If this description and estimated fee meet with your approval, please authorize with your signature below.
If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,



Ryan M. Andrews, PE

cc: Keith Kundtz, Street Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

**2018 Street Maintenance Projects
Preliminary Budget Estimate
5-Oct-17**

Street Name	Description of Improvement	Approx. Cost
<i>Street Maintenance Projects</i>		
Rodebaugh Road "S" Curve	Minor Widening and Overlay on Rodebaugh Road at the "S" Curve	\$ 65,000
East Main Street	Cross-walk, Median, and Curb Ramps at Lancaster (S.) Intersection	\$ 25,000
Furth Drive	Resurface with Spot Full Depth Repair and Continuous Curb Replacement	\$ 223,000
Halverton Drive	Resurface with Spot Full Depth Repair and Spot Curb Replacement	\$ 149,000
Glenford Court	Resurface with Spot Full Depth Repair and Spot Curb Replacement	\$ 41,000
Lockmere Court	Resurface with Spot Full Depth Repair and Spot Curb Replacement	\$ 39,000
Crosswick Court	Resurface with Spot Full Depth Repair and Spot Curb Replacement	\$ 74,000
French Drive	Resurface with Spot Full Depth Repair	\$ 99,000
Epworth Avenue	Resurface with Spot Full Depth Repair	\$ 149,000
Radekin Road, west of Brice Road	Full Depth Reclamation	\$ 188,000
Astor Drive	Full Depth Replacement	\$ 28,000
Jackson Street	Resurface with Spot Full Depth Repair and Spot Curb Replacement	\$ 481,000
Foxchase Road	Reconstruct and Spot Curb Replacement	\$ 175,000
Dean Court	Reconstruct and Spot Curb Replacement	\$ 55,000
<i>Park Projects</i>		
Civic Parking Lot	Resurface Parking Lot and Add Storm Sewer to Improve Drainage	\$ 340,000
Huber Parking Lot	Resurface Parking Lot	\$ 290,000
TOTAL		\$ 2,421,000

City Council**Chris Long****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017**

TO: **Finance Committee**

RE: **ORDINANCE AUTHORIZING THE PURCHASE AND
INSTALLATION FOR A RECTANGULAR RAPID FLASH
BEACON, CONCRETE SIDEWALK PANEL REPAIR AND
RESTRIPING; APPROPRIATING FUNDS THEREFORE; AND
DECLARING AN EMERGENCY.**

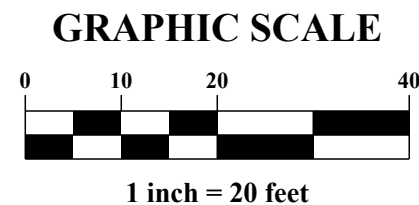
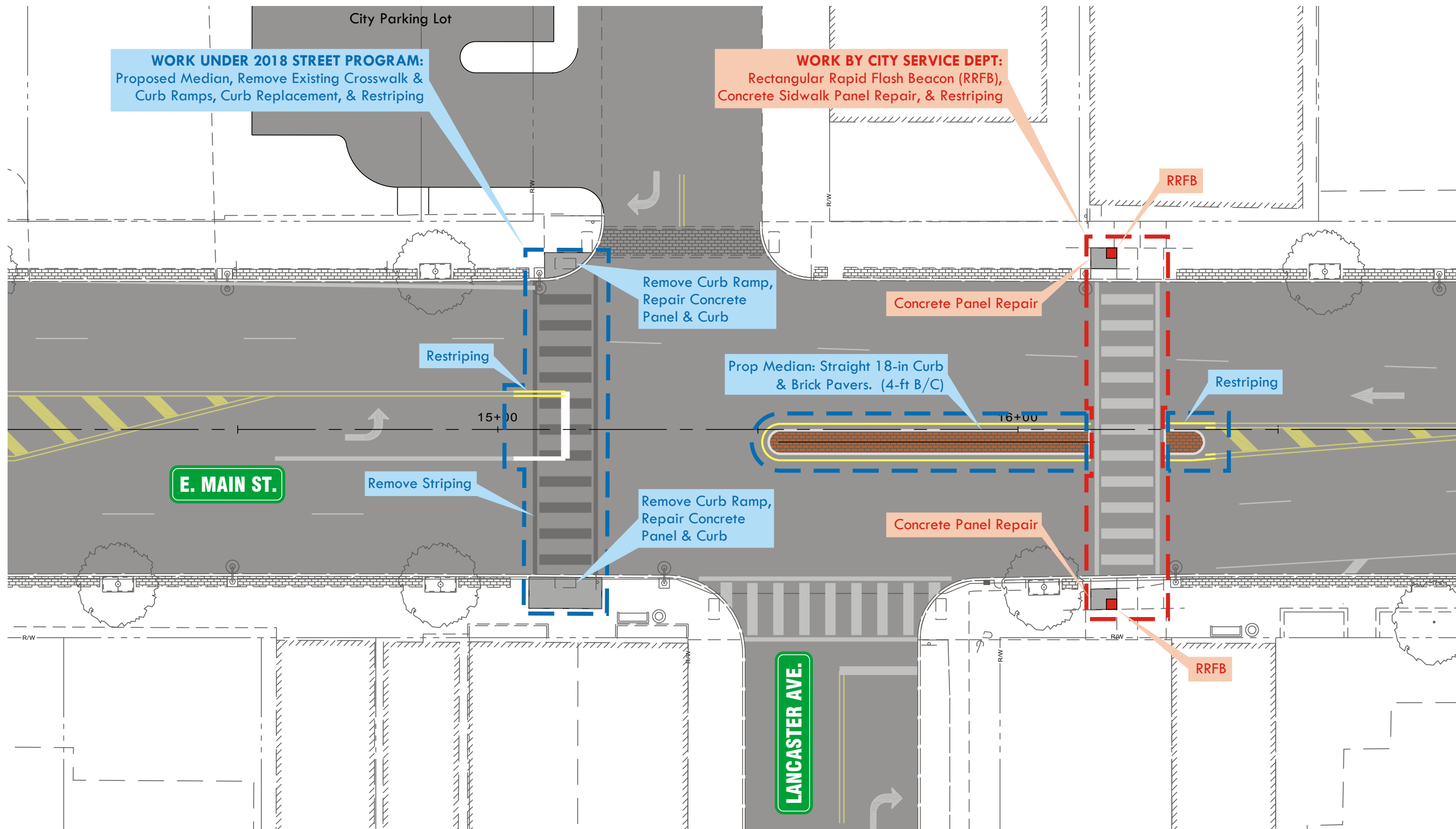
Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity: To purchase and install the unit in the Fall 2017.

The estimated probable construction cost is attached.

Requesting \$21,000.00 from unappropriated Capital Projects fund (410) and appropriated to
is 410.000.0163.5659 Misc. Infrastructure.



EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

CITY OF REYNOLDSBURG, OHIO
CROSSWALK IMPROVEMENT EXHIBIT
FOR
E. MAIN STREET & LANCASTER AVENUE
INTERSECTION
EXHIBIT No. 1

DATE: October 6, 2017
SCALE: 1" = 20'
JOB NO.: 20170052



5100 West Brown Deer Road • Brown Deer, WI 53223
Phone (800) 236-0112 • tapconet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q1715491
Date	10/5/2017
Page	1

Sell To Cust. C34150	EMH&T Ryan Andrews 5500 New Albany Road COLUMBUS, OH 43221 USA			Ship To Cust.	EMH&T Jared Fowler 5500 New Albany Road COLUMBUS, OH 43221 USA	
Customer PO #		Expires	Slsp	Terms	Freight	Ship Via
RRFB		11/4/2017	Nick Mayer	Cash	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
RRFB-1DERABWNNAA	RRFB Controller Kit, 55W/48Ah, 4.5" OD Round, Wireless, No Modem	2	EA	1,890.00	\$3,780.00
RRFBXL2-NA1	RRFB-XL2 Light Bar, One Ped Indicator Band Mount w/Snap Locks, for 2.375" + OD	4	EA	562.50	\$2,250.00
101620	Push Button Bulldog Add-On Option Kit Yellow, With LED	2	KT	180.00	\$360.00
373-05075	W11-2,30"x30"x.080 DG3 FYG, Pedestrian Crossing (Symbol) Fed Spec - Fluorescent Yellow-Green Sign	4	EA	104.08	\$416.32
373-01759	W16-7PL, 24"x12" DG3 FYG, Down Diagonal Left Arrow (Fed Spec) Sign	2	EA	35.82	\$71.64
373-01757	W16-7PR, 24"x12" DG3 FYG, Down Diagonal Right Arrow (Fed Spec) Sign	2	EA	35.82	\$71.64
101919BLK	Pole Package 13', 4.5" OD Painted Black, 42" J-Bolts Includes: Pole, Base, J-Bolts	2	EA	585.00	\$1,170.00
107265	Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting B2B Static Signs to a Large Pole	4	EA	35.95	\$143.80

Plus Shipping and Handling

Lead Time: 3 Weeks

Furnish only quote. Installation is not included.

Solar powered equipment requires no shading or obstructions

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
\$8,263.40	\$0.00	\$0.00	\$8,263.40

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

Keith Kundtz

From: Chris Kienle
Sent: Friday, October 13, 2017 10:03 AM
To: Keith Kundtz
Subject: FW: Main St ped lights

From: Chris Cebull [<mailto:Chris@mpdory.com>]
Sent: Friday, October 13, 2017 9:49 AM
To: Chris Kienle
Subject: RE: Main St ped lights

Chris,

Do to potential underground conflicts and site obstructions it may be difficult to find suitable locations for these without relocating some existing lines or removing site obstructions.

I'd budget a day spotting utilities and trying to find suitable locations (\$3600), then 2 days to cover the remaining items(\$8400). The only material included is 2 short loads of concrete (1 in case we need walk repair separate from the foundations) and grounding items.

Let me know.

Chris Cebull
 M.P. Dory Co.
 614-444-2138 ext. 106
 614-444-2130 fax

From: Chris Kienle [<mailto:ckienle@ci.reynoldsburg.oh.us>]
Sent: Tuesday, October 10, 2017 7:05 AM
To: 'Chris@mpdory.com' <Chris@mpdory.com>
Subject: Main St ped lights

Good morning Chris I will give you a call this morning, the city is wanting to put a ped light at main and 256 crossing main. We need an estimate for job also if you have a different idea for the light let me know. Thanks

Attachment: 0571_001 (Authorization for Cross-Walk Flashing Beacon on Main Street)

Police Department**Bill Early****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6935 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH SPECTRUM BUSINESS FOR
CONSTRUCTION OF POINT TO POINT LINE BETWEEN
REYNOLDSBURG AND GAHANNA.

As you are aware Reynoldsburg Police Department is currently in the process of bringing the new IMC RMS online. One of the key benefits of this new RMS is the ability of RPD to share information such as arrest and booking data, incident reports, master names indexes, etc. with other agencies. RPD has made arrangements with Gahanna Police Department to share data between our two agencies. In order for this data exchange to take place a designated point to point connection has to be made with no switches or any other detours of any kind. This connection must be a true point to point connection. This requires that a designated line be run between our two agencies for the sole purpose of this data share. Having this connection will vastly expand our information database and also expedite communication between our two agencies thus making both agencies more capable.

We have been in communication with Spectrum Business to obtain a quote for the construction of this line and the monthly fee to maintain the service on this line. As stated in the attached Service Quote the construction fee is to cost \$6,936.00 with a monthly service fee of \$350.00.

It is requested that funding be appropriated from the Special Law Enforcement Account 290.111.5529- Special Law Enforcement Funds for the construction of this line and for the needed service fee so that RPD can fully implement this facet of the purchased RMS and thereby making our Police Department a more efficient agency and one that is better able to serve our community.



Reynoldsburg Division of Police
7240 E. Main St.
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

MEMORANDUM

Date: 12 October 2017
To: Acting Chief Bill Early *WRZ #93 10/12/2017*
From: Brian Marvin
Subject: Point to point connection with Gahanna PD via Spectrum

As you are aware RPD is currently in the process of bringing the new IMC RMS online. One of the key benefits of this new RMS is the ability of RPD to share information such as arrest and booking data, incident reports, master names indexes, etc. with other agencies. RPD has made arrangements with Gahanna PD to share data between our two agencies. In order for this data exchange to take place a designated point to point connection has to be made with no switches or any other detours of any kind. This connection must be a true point to point connection. This requires that a designated line be run between our two agencies for the sole purpose of this data share. Having this connection will vastly expand our information database and also expedite communication between our two agencies thus making both agencies more capable.

I have been in communication with Spectrum Business to obtain a quote for the construction of this line and the monthly fee to maintain the service on this line. As stated in the attached Service Quote the construction fee is to cost \$6,936.00 with a monthly service fee of \$350.00.

It is requested that funding be appropriated for the construction of this line and for the needed service fee so that RPD can fully implement this facet of the purchased RMS and thereby making this police department a more efficient agency and one that is better able to serve its community.

Attachment: Memo (Point to Point Connection with Gahanna PD Via Spectrum)

State of Ohio Services Quotation

The terms of this Quotation for Services are subject to the State Of Ohio Master Service Agreement and any conflicts will be resolved in favor of the Master Service Agreement.

CUSTOMER INFORMATION

Company Name (Exact legal name) City of Reynoldsburg		Type of Entity (Individual, corporation, partnership, limited liability co., etc.) Government Entity	
Service Street Address 7240 E Main St	City Reynoldsburg	State OH	Zip Code 43068
Billing Address 7232 E Main St	City Reynoldsburg	State OH	Zip Code 43068
Customer Contact Name (Technical) Brian Marvin	Tel. No. 614-322-6952	Fax No.	Email Address Bmarvin@reypd.com
Customer Contact Name (Procurement Contact)	Tel. No.	Fax No.	Email Address
Customer Contact Name (Billing Contact)	Tel. No.	Fax No.	Email Address

Services

Customer hereby agrees to purchase from TIME WARNER CABLE, and TIME WARNER CABLE agrees to provide to Customer, the following services (the "Services") as listed below on this order form, per the terms and conditions set forth in the Master Service Agreement.

Line Item	Product/S service	Bandwidth (mbps)	Installation Address City, State Zip	Monthly Fee	Installation Fee	Construction Costs	Contract Term
1	eLine Service	10mbps	Primary Location: Reynoldsburg Police Dept. 7240 E. Main St Reynoldsburg, Ohio 43068	\$349.00	Waived	\$6,936.00	60 Months
2	eLine Service		Secondary Location: Gahanna Police Dept. 460 Rocky Fork Blvd Columbus, Ohio 43230				
3							
MONTHLY TOTALS				\$349.00	Waived	\$6,936.00	

Note(s): This is a new eLine circuit connecting Reynoldsburg PD to Gahanna PD.

- Placing State of Ohio orders: Services MUST be ordered through the State of Ohio ordering system. Please contact your Account Executive before ordering through the State of Ohio ordering system as they will be happy to walk you through the first entries as to ensure that the orders are entered correctly and will assist in the possibility that your orders will not be rejected from OIT. Should you enter the orders yourself, please enter the word "NEW" in the Circuit ID and Account Number field as these will only be generated after the circuit(s) have been installed.
- Additional order forms will be required and will be provided directly by your Account Executive (outside of the State of Ohio ordering system) and MUST be completed and returned to your Account Executive to complete your order (ie. Tax exempt certificates, permission to construct, etc.)
- Installation timeframe: Typical installation timeframe is 10-12 weeks from receipt of order.
- Services and Jurisdiction Certificate. Customer acknowledges and certifies that the total interstate traffic (including internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service and the prices and TWC calculations are based on this acknowledgement.
- Quotation for Services. Customer acknowledges that this quote is for ALL services, bandwidth, term and number of locations listed above. Should the any of these components be changed when customer places the order through the State of Ohio ordering system, this quotation automatically becomes null and void and a new quotation will be required.

Quote provided by:

By: Jason Weber, Strategic Account Executive – Government

Phone: (614) 512 - 7514 Fax: _____ email: Jason.weber@charter.com

MASTER SERVICE AGREEMENT
BY AND BETWEEN
TIME WARNER ENTERTAINMENT AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE
SERVICES

THIS MASTER SERVICE AGREEMENT (the "Agreement"), is by and between Time Warner Entertainment Company, L.P., on behalf of itself and its divisions and affiliates ("Vendor") having an office at 1015 Olentangy River Road, Columbus, Ohio 43212 and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties", or individually as a "Party") and is effective as of the date signed by the State.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, "Effective Date."

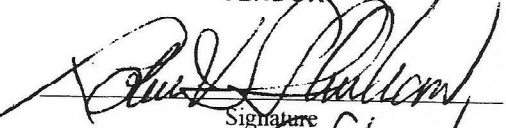
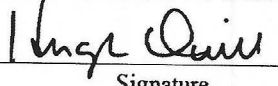
VENDOR  Signature <u>Robert S. Sheehan</u> Printed Name <u>RVP - Commercial</u> Title <u>August 24, 2009</u> Date <u>13-36666-92</u> Federal Tax ID	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES  Signature <u>Hugh Quinn</u> Printed Name <u>Director</u> Title <u>Sept. 2, 2009</u> Effective Date
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125.04. All records related to maintenance, service, and billing concerning the Services purchased under this Agreement shall be made available to State by the Vendor on request.

1.5 Subscribing Entity Reliance on Agreement.

Subscribing Entities may rely on this Agreement. Whenever a Subscribing Entity relies on this Agreement to issue an order for service under this Agreement, the Subscribing Entity will be required to agree to be bound to the terms of this Agreement as part of the TSR ordering process. The Vendor and the State will agree on the appropriate language to be included in the TSR System for this purpose. By agreeing to be bound by the terms of this Agreement, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its order, and, as to the Subscribing Entity's order, this Agreement will be between the Vendor and the Subscribing Entity. The Vendor must look exclusively to the Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Subscribing Entity's performance and payment. Subject to the provisions of Section 1.19 and further subject to any applicable limitation on remedies set forth in the applicable Service Attachments, the State will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Vendor fail to honor its obligations under an order from a Subscribing Entity.

1.6 Third-Party Suppliers.

A. The Vendor must identify all third-party telecommunications carriers that the Vendor will rely upon to provide services under this Agreement, and the Vendor must act as a reseller for any such carriers, as well as all its other third-party suppliers, and incorporate the costs of their services in the Vendor's fees identified on the applicable Service Attachment under this Agreement. Any changes to the list of third-party carriers that the Vendor will rely upon in providing the services under this Agreement are subject to the approval of the State, which must be in the form of a written amendment to this Agreement.

B. Neither the State's approval of the use of such third-party carriers or the Vendor's use of other suppliers means that the State will pay for them. The Vendor will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Vendor to meet its obligations under this Agreement in the required manner. The Vendor will hold the State harmless for and will indemnify the State against any such claims.

C. The Vendor assumes responsibility for all services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Vendor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all service requests.

D. If the Vendor plans to use any third-party carriers to provide telecommunications services under this Agreement, the Vendor must obtain that carrier's agreement to the attached Third-Party Carrier Form and submit it to the State in triplicate for acceptance.

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1.12 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Vendor may discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, as required to meet regulatory or other lawfully imposed requirements.

1.13 Standard State Terms and Conditions

A. As stated previously, Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

B. The Vendor may suggest additional language and incorporate such additional language, as agreed to and approved by the Ohio Department of Administrative Services' legal counsel, in Section 15, Vendor Added Language. Such additional language shall not modify or supersede the Standard State Terms and Conditions. If such a conflict exists at the time of execution of the Agreement and thereafter, the Standard State Terms and Conditions shall prevail.

1.14 Service Specific Terms and Conditions and Service Attachments

Service Attachments describe services the Vendor may offer under this Agreement, along with any special terms or conditions applicable to them, descriptions of those services, features, and any fees associated with such services, as well as any other provisions the Parties may agree to therein. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.15 Order of Precedence

A. In event of a conflict related to the general terms and conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

B. In the event of a conflict between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail solely with respect to the Service described therein.

1.16 Service Level Performance

Service Level Performance for each service will be specified in the applicable Service Attachment and/or Amendments thereto. The Subscribing Entity's exclusive remedies for the Vendor's failure to meet Service Level Performance are specified in the applicable Service Attachment.

1.17 Confidentiality

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technologically competitive Services. The Vendor agrees that written amendments to the Service Attachments to reduce rates and introduce technological service improvements may be submitted throughout the term of the Agreement, if the Parties agree in writing. In no case shall this section be a basis for increases to the prices offered in the Service Attachments, except as authorized in Section 6.

B. Neither Party is obligated to agree to reduce rates, introduce technological service improvements, or any other modification of this Agreement, a Service Attachment, or any order hereunder during the term of the Agreement, and any failure to agree to such a modification or addition will not entitle either Party to any termination or nonrenewal rights not otherwise available to such Party under this Agreement.

1.19 Contract Compliance and Conflict Resolution

A. The Vendor shall comply with all terms and conditions of this Agreement and the provisions of any Service Attachments. If the Vendor fails to perform any one of its material obligations under this Agreement, the applicable Service Attachment(s), or the applicable order(s), it will be in default and, subject to the limitation on remedies set forth in the Service Attachment, the State may proceed in the following manner:

1. The State may terminate this Agreement, the applicable Service Attachment(s), and/or applicable order(s) as according to Section 7 of this Agreement, but subject to the cure rights in subsection (4) below; or
2. The State may file a complaint with the Public Utilities Commission of Ohio for resolution of the matter. Such complaint may include a request by the State for treble damages if the noncompliance by the Vendor includes any act prohibited by Chapters 4901, 4903, 4905, 4907, 4909, 4921, 4923 or 4925 of the Ohio Revised Code; or
3. The State may file a complaint for damages with the appropriate court of jurisdiction in the State of Ohio.
4. The Vendor shall have 30 days to cure its breach before the State may terminate the order, Service Attachment, or Agreement. In the case of a breach that cannot be cured within 30 days, the Vendor will have up to 90 days to cure before the State may terminate, provided the Vendor provides the State with written notice of the reason the breach cannot be cured within 30 days.
5. The State also may terminate this Agreement in the case of material breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Vendor in writing of the Vendor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Agreement on written notice to the Vendor without a cure period if the Vendor again fails to meet any obligation. The three notices have to relate to the same type of obligation. Some provisions of this Agreement may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.
6. Additionally, for any material breach, the State may withhold payment for the affected order(s) until the Vendor cures the material breach, the Parties arrive at a mutual agreement as to the corrective action for the breach, or the State terminates this Agreement for the material breach, but in no event shall any such withholding of payment exceed 120 days.

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not be reasonably foreseen and prevented in the exercise of ordinary care and that is beyond the reasonable control of the Party.

3.2 Employment Taxes

Each Party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

3.3 Sales, Use, Excise, and Property Taxes

The State and certain Subscribing Entity(s) are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax (which, for the avoidance of doubt, shall not include any of the fees or charges referenced in Section 9.1) is imposed on the Vendor in connection with the Project, such will be the sole and exclusive responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time. The Vendor need not accept any order without reasonable proof of the Subscribing Entity's tax-exempt status.

3.4 Equal Employment Opportunity

A. The Vendor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

B. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://www.das.ohio.gov/eod/aapv.htm>

C. Use of MBE and EDGE Vendors. The State encourages the Vendor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

3.5 Drug-Free Workplace

The Vendor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Vendor will make a good faith effort to ensure that all Vendor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.6 Conflicts of Interest

No personnel of the Vendor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Agreement. Additionally, the Vendor will not knowingly permit any public official or public employee who has any responsibilities

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from time to time with the State regarding the Vendor's progress in litigating such claims or causes of action.

3.11 Use of Name

Neither Party will use the other Party's name in any marketing material without the other Party's written consent.

3.12 Executive Order 2007-1S Compliance

A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

3.13 Campaign Contributions

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

3.14 Declaration Regarding Terrorist Organization

In accordance with R.C. 2909.33(C), the Vendor certifies that it meets one of the following conditions:

1. The Vendor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
2. The Vendor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year. and,
3. The Vendor has either pre-certified with the Office of Budget and Management, or has completed the Declaration of Material Assistance ("DMA") form certifying that the Vendor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

3.15 Safety and Security Rules

A. When accessing State networks and systems, the Vendor must comply with all applicable policies and regulations regarding data security and integrity that it has been made aware of. And when on any property owned or controlled by the State, the Vendor must comply with all security and safety rules applicable to people on those premises that it has been made aware of. The State publishes its primary security and

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suppliers/carriers or otherwise transact business directly with such suppliers/carriers for any Services ordered under this Agreement, and in all respects, the Vendor must maintain a single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

D. The Vendor shall have the right to accept or reject any new orders in its discretion and shall have the right to reject renewal orders, provided in the case of renewal orders that the Vendor provides at least 90 days before the end of the then current term.

5.2 eBonding

If available through the Vendor, the State may opt to generate service orders, conduct order status checks, report Service trouble, manage this Agreement and the Service Attachments and conduct other related transactions through the Vendor's eBonding system which will allow the State to automatically enter directly into the Vendor's proprietary system. Once the Vendor has eBonding capability, the Vendor must notify the State and provide access to the eBonding system.

6 Term

The current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the current biennium, which is June 30, 2009.

All existing orders under this Agreement expire with the expiration of the Agreement if the Agreement is not renewed.

6.1 Agreement - Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State in writing at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

It is the intention of the State to renew this Agreement for several successive terms, but the State is not obligated to do so.

If the Agreement or any Service Attachment is not renewed at the end of a term, all orders there under will expire without further obligation of the State or the Subscribing Entity(ies), other than the Subscribing Entity(s) obligation to pay for all accrued and unpaid charges for Service, as outlined in the appropriate Service Attachment(s) through the effective date of such expiration. No Early Disconnection Charges will apply to such expiration.

6.2 Service Attachment(s) - Renewal

A. The State may renew the Service Attachments for the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to any subsequent biennium.

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Subscribing Entity first contacts Vendor and makes a good faith effort to renew the cancelled order. The foregoing will not prohibit the Subscribing Entity from using or renewing any existing service from another vendor, provided the alternative service began before the non-appropriation event and was not begun in contemplation of the non-appropriation event.

E. For the avoidance of doubt, nothing in this Section 7 shall entitle any Subscribing Entity to terminate this Agreement or any Service Attachment.

8 Cancellation of Services as Described in a Service Attachment

Under this Agreement and Service Attachment(s), Service(s) may be cancelled by either the Subscribing Entity(s) or the Vendor as follows:

8.1 By the Subscribing Entity(s)

A. For the Subscribing Entity(s) convenience, the Subscribing Entity(s) may cancel the service(s) at any time for any reason. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date as well as any Early Disconnection Charges as outlined in the appropriate Service Attachment(s). The Subscribing Entity may exercise this cancellation right only to the extent the Subscribing Entity has lawfully appropriated funds for the above mentioned charges. The Subscribing Entity(s) must provide a TSR request for termination for convenience to the Vendor at least 30 days before the termination date, unless a shorter notice period is provided for in the applicable Service Attachment.

B. If the cancellation of the service(s) is for cause pursuant to Section 1.19, nonrenewal of this Agreement or non-appropriation of funds as described in Section 6, the Subscribing Entity(s) shall not be held liable for any Early Disconnection Charges as outlined in the appropriate Service Attachment(s).

8.2 By the Vendor

A. If a Subscribing Entity(s) materially defaults in the performance of any of its duties or obligations under this Agreement and/or Service Attachment(s), the Vendor may cancel the service by giving at least thirty days (30) written notice to the Subscribing Entity with the cancellation date. If the Subscribing Entity(s) cures the default to the satisfaction of the Vendor and prior to the cancellation of services date, the Agreement shall remain in full force and effect.

B. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date, and any Early Disconnection Charges as outlined in the appropriate Service Attachment(s).

8.3 Vendor's Right to Suspend Services

The Vendor shall have the right to suspend the Services hereunder in whole or in part if the Subscribing Entity or any end user (a) fails to comply with any applicable laws or regulations, the terms of this Agreement, or the Vendor's acceptable use policy posted at its website or other terms of use applicable to the Services, or (b) uses the Service

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9.2 Claims and Disputes

- A. The Subscribing Entity(s) are only authorized to pay correct invoices.
- B. During the pendency of the investigation into the disputed charges, upon written notification to the Vendor, the State may withhold payment for the invoices disputed in good faith until the dispute is resolved.
- C. Once the investigation into the disputed charge(s) has been completed;
 - 1. If in favor of the Subscribing Entity, the Vendor will issue a credit on the next invoice. If the credit exceeds the service charges on the next invoice, upon the request of the Subscribing Entity, the Vendor will issue payment to the Subscribing Entity in the form of a check in the amount exceeding the service charges.
 - 2. If in favor of the Vendor, the Subscribing Entity will submit payment within thirty (30) days of receiving notification at the office designated to receive the invoice.

9.3 Billing

- A. Invoices will be issued at the account level; however, the Subscribing Entity(s) may require a recap at the Agency, Division, or District level based on the organizational structure of the Subscribing Entity(s).
- B. Invoices must be submitted electronically, either in the form of an internet download or optical/media magnet which form is to be determined at the State's option, to the office designated in the purchase order or TSR as the "bill to address". The invoice shall be submitted within sixty (60) days of the Service. If the State does not received the invoice within the sixty days of the date of Service, the State shall be entitled to deny payment of the invoice.
- C. If a Vendor is using additional vendors/entities to provide the Services described in the Service Attachments, the Vendor, at the State's option, must generate a consolidated invoice and submit the consolidated invoice to the State, unless a Service Attachment expressly provides otherwise.
- D. A proper invoice must include the following information and/or attached documentation:
 - 1. Name and address of the Vendor as designated in this Agreement or Amendment.
 - 2. Federal Tax Identification Number of the Vendor as designated in this Agreement.
 - 3. Invoice remittance address as designated in this Agreement.
 - 4. A sufficient enough description of the Services that allows the State to identify the Services or perform an audit of the Services. At a minimum, such detail will include service addresses, service IDs, detailed charges by billable components, and Subscribing Entity's order numbers. Any additional required details will be provided in the applicable Service Attachment.

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13 Cost Recovery

A. The Vendor will establish a State of Ohio Cost Recovery Fee Account. This Cost Recovery Fee is an estimated charge to recover costs/fees incurred by the State in the management and administration of the Services for all the parties and/or Subscribing Entities in the Agreement described herein and/or the Service Attachments.

B. The Cost Recovery Fee to be paid to State will be calculated by multiplying Two Percent (2%) times the total dollar amount of services invoiced. The State will generate notification to the Vendor via email on the last day of the quarter advising the Vendor to complete a revenue reporting form provided by the State within thirty (30) days prior to the close of the quarter. The Vendor will complete and return the revenue reporting form via email within thirty (30) days preceding the close of the quarter. The State will compare quarterly the revenue reporting forms provided by the Vendor to expenditure data from the State's general ledger to insure minimum reporting amount was met. The minimum would include all state expenditures without cooperative purchasing expenditures. The State will generate an invoice to the Vendor for the quarterly Cost Recovery Fee based on reported revenue but at least exceeding amount of general ledger statewide disbursements report.

Example of calculation of a Cost Recovery Fee:

Example 1:

Vendor Revenue Report	\$1,000.00	X 2%	\$20.00
State Expenditure Report	\$900.00		

Example 2:

Vendor Revenue Report	\$800.00		
State Expenditure Report	\$1,000.00	X 2%	\$20.00

C. The Vendor will remit to the State the 2% Cost Recovery Fee within thirty (30) days of receipt of the invoice from the State by check to the State of Ohio, Office of Information Technology. THE CHECK SHALL BE MADE OUT TO: TREASURER, STATE OF OHIO, FUND 133 and shall be sent to the State at the following address:

Office of Information Technology
Services Delivery Division
30 East Broad Street, 39th Floor
Columbus, OH 43215
Attn: Business Manager

D. To ensure that the payment is credited properly, the Vendor will identify the check as State of Ohio Cost Recovery Fee and reference this Agreement between the Vendor and The State of Ohio, Office of Information Technology and reference the

Terms and Conditions

15 Vendor Added Language

This Section has been added to provide the Vendor with the flexibility to add to the terms and conditions outlined in Sections 1 through 15 of this Agreement. Any additions or changes in this section must follow the format as outlined in the Master Service Agreement and Service Attachment instructions document. Please note that all terms and conditions which are specific to the services will be addressed in the Service Attachment(s) and not in this section.

15.1 Terms of Use

Use of the Services hereunder shall be governed by the Vendor's then-current terms of use communicated to the State and/or Subscribing Entity in writing. The Subscribing Entity shall ensure that all end users of the service provided by the Vendor hereunder shall be required to agree to be bound by the Vendor's then-current acceptable use policy and other terms of use.

15.2 Vendor Items

All equipment and materials used by the Vendor to provide the services hereunder (collectively "Vendor Items") shall remain the sole and exclusive property of the Vendor or its suppliers. The Subscribing Entity will use commercially reasonable efforts to ensure that its employees and end users will not open, alter, misuse, tamper with duplicate or remove the Vendor Items, and will not remove any markings or labels from the Vendor Items. The Vendor reserves all rights in and to the Vendor Items not expressly granted herein.

15.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND THE APPLICABLE SERVICE ATTACHMENTS (SUCH AS APPLICABLE SLAs THEREIN (WITH RESPECT TO WHICH THE EXCLUSIVE REMEDIES ARE ALSO SET FORTH IN THE APPLICABLE SERVICE ATTACHMENT)) OR APPLICABLE AMENDMENT, THE SERVICES PROVIDED BY VENDOR HEREUNDER ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Terms and Conditions

In Witness Whereof, the Parties have executed this Form which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

CARRIER

STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Effective Date

Federal Tax ID

Attachment: Service Agreement (Point to Point Connection with Gahanna PD Via Spectrum)

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT WITH DONALD J. SCHONHARDT & ASSOCIATES,
INC. FOR MANAGEMENT CONSULTING SERVICES. (First Reading
10/09/2017).

Request Council approve the attached contract for Don Schonhardt for CAFR Services. This company is on the No Bid list. Money to pay contract is in the 2018 Budget.



5307 Franklin Street
 Hilliard, Ohio 43026-1409
Donald J. Schonhardt & Associates, Inc.
 (614) 876-2020
 (614) 876-2050 fax
 www.djschonhardt.com

September 6, 2017

Mr. Richard E. Harris, City Auditor
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, Ohio 43068-2014

Dear Mr. Harris:

Thank you for the opportunity to submit our proposal to provide assistance in the preparation of the City's 2017-2019 Comprehensive Annual Financial Reports (CAFRs). We have tailored our proposal to be responsive to your unique needs while incorporating a proven approach developed by our firm.

Our firm has provided assistance in the preparation of all 26 of the City's award winning CAFRs. The City's cost for our services has remained unchanged for the previous 9 CAFRs (2008-2016) despite numerous new pronouncements from the Governmental Accounting Standards Board (GASB) that have required substantial additional commitment of time in the report preparation process by our staff.

Beginning with the 2015 CAFR, the City had to implement/comply with the Governmental Accounting Standards Board (GASB) Statement No. 68, "Accounting and Financial Reporting for Pensions" and GASB Statement No. 71, "Pension Transition for Contributions Made Subsequent to the Measurement Date—an amendment of GASB Statement No. 68." The changes that have resulted from the aforementioned GASB Statements require a significant amount of additional work each year in order for us to present the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).

We hope you understand that the increase included in this proposal is not something we take lightly, but deem appropriate in order to continue to insure the highest quality of financial accounting and reporting. The new proposal will hold the City's cost at the same level for a period of three years. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

I have enclosed two (2) copies of our standard contract for consulting services. Please review the materials that accompany this correspondence and call me if you have any questions regarding any of the items. After the contract has been signed, please return one (1) copy to our office for our files.

Upon notification that the work has been approved, we will schedule work to begin in the late fall. I am looking forward to hearing from you in the near future.

Sincerely,

Roy O. Porter, CPA
 Executive Vice President

ROP:tle
 Enclosure

Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

EXECUTIVE SUMMARY

Overview

The City of Reynoldsburg, Ohio (City) has completed the preparation of their 2016 Comprehensive Annual Financial Report (CAFR) with the assistance of our firm. Mr. Richard E. Harris, City Auditor, is currently in the process of planning for the preparation of the City's 2017 CAFR. He has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2017 CAFR. As an integral part of the preparation process, we will utilize **CAFR-Unlimited™** software.

The preparation of a GAAP basis financial report involves extensive management planning and control to insure that all of the necessary tasks are accomplished in a timely and efficient manner. In addition to the routine responsibilities that often impact the availability of staff resources to assign to a major project, implementation of new Governmental Accounting Standards Board (GASB) pronouncements have made it increasingly more difficult to insure that all of the necessary reporting requirements have been met.

Since our primary service to the public sector is the preparation of GAAP basis financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to ensure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. We will continue to work to ensure that our clients are made aware of these changes and how the changes will impact current and future financial reports. Finally, since we work with over eighty (80) different public sector entities to prepare GAAP basis financial reports, our staff is exposed to a variety of methods which may be used by City staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A), is in a unique position to meet the City's request for assistance because of our hands-on experience in public sector finance; our on-going assistance to other public sector entities that are required to prepare GAAP basis financial reports and our prior assistance to the City in the preparation of numerous award winning CAFRs. The individuals who will assist the City have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare GAAP basis annual financial reports.

We recognize the significance of our continued association with the City of Reynoldsburg and are prepared to commit the necessary resources to assure the highest level of service.

Timing

On or before May 30, 2018, the City will be required to do the following: 1) submit their 2017 Basic Financial Statements to the Auditor of State and 2) input selected data from the unaudited statements into the Auditor of State's Annual Financial Data Reporting System (AFDRS). Both processes must be completed to meet statutory requirements.

Audit Considerations: To meet the program deadline for a Certificate of Achievement for Excellence in Financial Reporting, the City must submit a 2017 CAFR to the GFOA no later than June 30, 2018. DJS&A intends to provide the auditors with a preliminary trial balance by April 15, 2018 to allow sufficient time for completion of the audit by May 30, 2018. Please note that DJS&A is not responsible for the timing of the audit and makes no commitments regarding the outcome of the audit. **If the audit is not completed by May 30, 2018, DJS&A cannot guarantee completion of the 2017 CAFR by June 30, 2018.**

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the basic financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Upon execution of a contract, DJS&A will provide a schedule to the City consisting of target dates and milestones for certain activities throughout the project. Adherence to dates published in the above referenced schedule is imperative to insure the timely completion of the CAFR.

Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with City staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.
- Review and comment on the information developed for the conversion and review the applicability of the data in the presentation of the GAAP basis financials.

Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

Professional Fees (Continued)

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2018 and 2019 CAFR at the same annual fee quoted for the 2017 CAFR preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the City's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed **(excluding an allowance for mileage reimbursement)** will be:

<u>Report Year</u>	<u>Report Fee</u>
2017	\$17,000
2018	17,000
2019	17,000

The amount that will be billed to the City of Reynoldsburg for the project is as noted in the table above **(excluding an allowance for mileage reimbursement)**. The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the City will not pay more than the amount noted above provided the scope of services does not change.

Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the City in the preparation of their 2017 CAFR. It is anticipated that the engagement will be completed by June 30, 2018. The engagement consists of the following:

Management overview, technical assistance, documentation, review and analysis of reversing and adjusting entries and preparation of one copy of the original CAFR which is suitable for preparing additional copies as required by the City.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

Management overview, technical and accounting assistance and limited data collection activities.

- Assess current records related to the CAFR and identify alternative approaches for record keeping and suggest formats for future data collection which will improve the efficiency of data collection.
- Organize and document in journal form all reversing entries.
- Post reversing entries to **CAFR-Unlimited™**.
- Identify major subsidiary detail required to assemble accrual oriented statements (i.e. payables, receivables, capital asset detail, vacation/sick leave balances, etc.)
- Identify source of information and appropriate collection criteria for detailed information identified in the above task.
- Modify software applications to incorporate new funds and/or fund reclassifications that have occurred during the last fiscal period.
- Assure that the City is in compliance with all new GASB pronouncements effective since the last reporting period.
- Provide for centralized collection, organization and summarization of detail required for accrual adjustments.
- Utilize existing software models to input the data collected for aggregation and presentation.
- Download ending cash balance, receipt and disbursement figures from ASCI II file or Microsoft Excel® file into **CAFR-Unlimited™**.

SUMMARY OF WORK TO BE PERFORMED

(Continued)

- Execute various tasks required for accumulation of detailed financial information to be used in the preparation of the CAFR.
- Continuously monitor adherence to task assignments and adjust resources where necessary to satisfy deadlines.
- Obtain original and final budget amounts for major funds.
- Post adjusting accounting entries to **CAFR-Unlimited™** to develop the trial balance.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net assets.
- Prepare reconciliation between government-wide financial statements and fund based financial statements.
- Prepare statement formats for all required financial information including all basic financial statements, notes to the basic financial statements and appropriate financial schedules.
- Provide draft copy of financial section of the CAFR along with supporting workpapers to the City's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Assist in the preparation of the statistical section of the CAFR by advising staff on data required and preparing final print routines for inclusion in the CAFR.
- Assist in the preparation of the introductory section of the CAFR by advising staff of specific requirements for the introductory section. Due to the unique nature of the introductory section, the City is responsible for preparing a draft of the transmittal letter to be included in the 2017 report.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Prepare in final form all print routines required for presentation in the CAFR and analyze same using review criteria established for GFOA reviewers.
- Finalize statement preparation formats for the CAFR and prepare one (1) final PDF version of the report suitable for fulfilling the City's GFOA filing and printing needs.

CONTRACT
for
MANAGEMENT CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, 20____, by and between Donald J. Schonhardt & Associates, Inc., 5307 Franklin Street, Hilliard, Ohio 43026-1409, hereinafter referred to as the "Consultant" and the City of Reynoldsburg, Ohio, 7232 East Main Street, Reynoldsburg, Ohio 43068 acting through the City Mayor, hereinafter referred to as the "City".

Whereas, the Consultant provides assistance to local governments in the development of improved accounting and financial management information systems; and

Whereas, the City desires to retain the Consultant to provide assistance in the preparation of the 2017 Comprehensive Annual Financial Report (CAFR); and

Whereas, the City has reviewed the services to be provided by the Consultant and has authorized the services identified in the proposal to the City dated September 6, 2017, which is attached hereto as Appendix I and is hereby made a part of this Contract, as if fully rewritten herein.

Now, Therefore, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

Scope of Services (Section I)

The Consultant shall provide accounting and financial management consulting services to the City in accordance with the Proposal to the City developed by the Consultant and dated September 6, 2017, a copy of which is attached hereto as Appendix I and incorporated by reference into this Contract as if fully rewritten herein.

The City acknowledges through acceptance of this section that the contract may cover a multi-year term as specified by the number of years designated below. Each CAFR prepared under the terms of a multi-year contract will be prepared according to the scope of services outlined in this contract at the hourly rates and maximum contract amounts specified in Appendix I.

of years

signature

Title

Term of Agreement (Section II)

The term of this Contract shall begin upon the signing of the contract document by authorized agents of the parties to the Contract and shall remain in force until the work identified in Appendix I is completed by the Consultant or the Contract is canceled by either party according to the terms of Section IV of this Contract titled "Termination".

Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

Compensation (Section III)

Fee: City agrees to pay to the Consultant an hourly rate (including travel time) plus mileage for management consulting services. The total amount billed for management consulting under the defined scope of services shall not to exceed the amounts specified in Appendix I for each report year as designated in Section I (excluding an allowance for mileage reimbursement).

Termination (Section IV)

The Client shall furnish the Consultant with written notice of the Consultant's alleged breach of this Agreement. The Consultant shall have thirty (30) days after the Consultant's receipt of such notice to cure such breach and, if timely cured, this Agreement shall not terminate but continue in full force and effect. If the Consultant fails to cure such alleged breach, the Client may terminate this Agreement by furnishing to the Consultant written intent to terminate and the Consultant shall have no further right to cure. Termination under this provision shall not relieve the Client any payment obligations under this Agreement. Payment in full of all outstanding invoices for work rendered by Donald J. Schonhardt & Associates, Inc., shall be made on or prior to the termination date.

General Provisions (Section V)

This Contract shall be governed by the laws of the State of Ohio.

This Contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior discussions, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract.

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

All notices hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested to the address of the parties first written above or by delivering in person to either party.

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provisions were not contained herein.

General Provisions (Section V) (Continued)

No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

In witness whereof, the parties hereto have executed this Contract on the date and place first indicated above.

Approved As to Form

By: _____
City Attorney

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

By: _____
Brad McCloud, Mayor

Date: _____

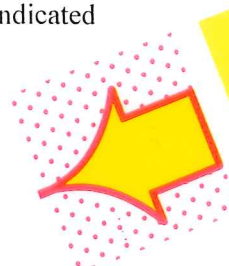
Date: _____

PO #: _____

Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409

By: Roy O. Porter
Roy O. Porter, CPA
Executive Vice President

Date: 9/6/17



Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

Appendix I

***Proposal to the
City of Reynoldsburg, Ohio***

***for
CONSULTING SERVICES
FOR
THE PREPARATION OF
ANNUAL FINANCIAL REPORT***

Prepared by
Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409
(614) 876-2020

September 6, 2017

Attachment: 2018 Don Schonhardt Contract (Approve Contract for Don Schonhardt)

EXECUTIVE SUMMARY

Overview

The City of Reynoldsburg, Ohio (City) has completed the preparation of their 2016 Comprehensive Annual Financial Report (CAFR) with the assistance of our firm. Mr. Richard E. Harris, City Auditor, is currently in the process of planning for the preparation of the City's 2017 CAFR. He has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2017 CAFR. As an integral part of the preparation process, we will utilize **CAFR-Unlimited™** software.

The preparation of a GAAP basis financial report involves extensive management planning and control to insure that all of the necessary tasks are accomplished in a timely and efficient manner. In addition to the routine responsibilities that often impact the availability of staff resources to assign to a major project, implementation of new Governmental Accounting Standards Board (GASB) pronouncements have made it increasingly more difficult to insure that all of the necessary reporting requirements have been met.

Since our primary service to the public sector is the preparation of GAAP basis financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to ensure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. We will continue to work to ensure that our clients are made aware of these changes and how the changes will impact current and future financial reports. Finally, since we work with over eighty (80) different public sector entities to prepare GAAP basis financial reports, our staff is exposed to a variety of methods which may be used by City staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A), is in a unique position to meet the City's request for assistance because of our hands-on experience in public sector finance; our on-going assistance to other public sector entities that are required to prepare GAAP basis financial reports and our prior assistance to the City in the preparation of numerous award winning CAFRs. The individuals who will assist the City have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare GAAP basis annual financial reports.

We recognize the significance of our continued association with the City of Reynoldsburg and are prepared to commit the necessary resources to assure the highest level of service.

Timing

On or before May 30, 2018, the City will be required to do the following: 1) submit their 2017 Basic Financial Statements to the Auditor of State and 2) input selected data from the unaudited statements into the Auditor of State's Annual Financial Data Reporting System (AFDRS). Both processes must be completed to meet statutory requirements.

Audit Considerations: To meet the program deadline for a Certificate of Achievement for Excellence in Financial Reporting, the City must submit a 2017 CAFR to the GFOA no later than June 30, 2018. DJS&A intends to provide the auditors with a preliminary trial balance by April 15, 2018 to allow sufficient time for completion of the audit by May 30, 2018. Please note that DJS&A is not responsible for the timing of the audit and makes no commitments regarding the outcome of the audit. **If the audit is not completed by May 30, 2018, DJS&A cannot guarantee completion of the 2017 CAFR by June 30, 2018.**

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the basic financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Upon execution of a contract, DJS&A will provide a schedule to the City consisting of target dates and milestones for certain activities throughout the project. Adherence to dates published in the above referenced schedule is imperative to insure the timely completion of the CAFR.

Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with City staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.
- Review and comment on the information developed for the conversion and review the applicability of the data in the presentation of the GAAP basis financials.

Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

Professional Fees (Continued)

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2018 and 2019 CAFR at the same annual fee quoted for the 2017 CAFR preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the City's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

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Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the City in the preparation of their 2017 CAFR. It is anticipated that the engagement will be completed by June 30, 2018. The engagement consists of the following:

Management overview, technical assistance, documentation, review and analysis of reversing and adjusting entries and preparation of one copy of the original CAFR which is suitable for preparing additional copies as required by the City.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

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- Modify software applications to incorporate new funds and/or fund reclassifications that have occurred during the last fiscal period.
- Assure that the City is in compliance with all new GASB pronouncements effective since the last reporting period.
- Provide for centralized collection, organization and summarization of detail required for accrual adjustments.
- Utilize existing software models to input the data collected for aggregation and presentation.
- Download ending cash balance, receipt and disbursement figures from ASCI II file or Microsoft Excel® file into **CAFR-Unlimited™**.

SUMMARY OF WORK TO BE PERFORMED

(Continued)

- Execute various tasks required for accumulation of detailed financial information to be used in the preparation of the CAFR.
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- Make final determination of major funds.
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- Prepare reconciliation between government-wide financial statements and fund based financial statements.
- Prepare statement formats for all required financial information including all basic financial statements, notes to the basic financial statements and appropriate financial schedules.
- Provide draft copy of financial section of the CAFR along with supporting workpapers to the City's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Assist in the preparation of the statistical section of the CAFR by advising staff on data required and preparing final print routines for inclusion in the CAFR.
- Assist in the preparation of the introductory section of the CAFR by advising staff of specific requirements for the introductory section. Due to the unique nature of the introductory section, the City is responsible for preparing a draft of the transmittal letter to be included in the 2017 report.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Prepare in final form all print routines required for presentation in the CAFR and analyze same using review criteria established for GFOA reviewers.
- Finalize statement preparation formats for the CAFR and prepare one (1) final PDF version of the report suitable for fulfilling the City's GFOA filing and printing needs.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017**

TO: **Finance Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL
COMPREHENSIVE MASTER PLAN SERVICES AND
APPROPRIATING FUNDS THEREFORE. (First Reading
10/09/2017).**

The City of Reynoldsburg does not have an up-to-date Comprehensive Master Plan. The last Plan was created in 1992. A Master Plan will provide both a short- and a long-range vision for the built environment in the City. It will guide the appropriate use of lands within the City in order to protect the public health and safety and to promote general welfare. Among other issues, the Master Plan will assist City Officials identify suitable locations for commercial, housing and mixed-use development; locations where the City should increase density, use redevelopment, or intervene in other ways; opportunities to extend and/or improve open space, recreational areas, and civic facilities; strategies for increasing economic development; environmental, historic and cultural resources that need conservation; and strategies for improving infrastructure issues.

As a result, the Master Plan has a direct relationship to the citizens of Reynoldsburg, whether they live, work, or own a business in the community. A copy of the OHM Advisors' statement of qualifications and contract is attached.

Request Appropriation of \$120,000 from the unappropriated General Fund to account number 110.580.5339 Misc. Contract Services.

REQUEST FOR PROPOSAL

PROFESSIONAL COMPREHENSIVE PLANNING SERVICES FOR THE CITY OF REYNOLDSBURG

JULY 21, 2017



CONTENTS

A PROJECT UNDERSTANDING
& APPROACH

B INNOVATIVE ENGAGEMENT

C FIRM & SUBCONSULTANT OVERVIEW

D RELEVANT PROJECT EXPERIENCE

E PROJECT TEAM & KEY PERSONNEL
QUALIFICATIONS

F REFERENCES

G COST PROPOSAL



AARON DOMINI PROJECT MANAGER

This is a pivotal time for the City of Reynoldsburg. With new opportunities and challenges evolving in the City it is appropriate to pause, consider, and plan for where and how the City should grow in the future. Creating a solid and defensible plan will ensure the city staff and leadership has a blueprint to make informed capital decisions, as well as evaluate future development, resulting in an integrated framework to shape the future of the community.

We believe cities that have a solid vision and plan for the future will be appropriately positioned to thrive. In Reynoldsburg, this includes creating a plan that builds consensus among local stakeholders, identifies area for redevelopment (e.g. Brice and Livingston, Kroger site, Brice and Main Center, and Downtown and Recreation Center sites), and identifies public projects that will attract and support new development and improve the overall quality of life in the community.

We believe the OHM Advisors and CT team offers the best balance of local understanding and community planning experience. Together OHM and CT have worked with the City over the past several years to consider and prepare for this important community initiative. We are confident our team will deliver a plan that achieves layered objectives. With our complete team of planners, urban designers, architects, and engineers we are will deliver a plan with a focused vision, a blueprint for growth, and a strategy to guide new investment. We have been committed to serving your community, and if selected, I assure you will have the full attention of our team.

A. PROJECT UNDERSTANDING & APPROACH

PROJECT UNDERSTANDING

Create a comprehensive plan rooted in community values and aspirations, technically informed by an evaluation of land use, infrastructure, market conditions and trends, and backed by strategic recommendations to strengthen the community.

The process is just as important as the Plan.

Community buy-in is critical, and the planning process itself is a vital step in creating the framework for executing the Plan. The process should function to educate and communicate to the community how they can participate in the development and implementation of the Plan.

Why the OHM Team?

The OHM planning team will work with staff to develop a planning process that is tailored to the project, and work to ensure the process is transparent and engaging for all community members. Our approach includes a branding and communication strategy for the process itself, giving all materials and meetings an identifiable look and feel.

Change is important, but direction is critical.

It is understood that there is momentum and a continued desire for positive change in the City, and the Plan should be a catalyst, providing guidance and direction as to how that change can continue. The Plan should answer the question what *kind* of change will be best for Reynoldsburg? But planning for change isn't enough, there must be a specific outcome that can be measured, and a defined roadmap on how to get there.

Why the OHM Team?

OHM has experience in taking large amounts of information or complicated problems and refining them down to their core principles that represent a clear way forward. This is important in determining the direction of future change, and to ensure the community is truly setting the course for the future of Reynoldsburg.

Listen to the silent majority

Today the world of engagement has changed. With busy schedules and social media it is challenging to gain meaningful insight from the traditional public meetings. Today more than ever engaging the public is about making it convenient. With this in mind our approach will include a statistically valid community survey. The result will be strategic insight into the ideas and aspirations of the

community. This will prove to be valuable during and beyond the planning process.

Why the OHM Team?

OHM together with team member Aimpoint have worked together for a decade to integrate statistically market research and public opinion into the community planning initiatives. Our experience results in efficiency and clarity throughout the planning process.

Local stakeholders are critical to the process.

Local stakeholders are critical to create a well-informed plan. As part of our process we will engage local stakeholders to help inform the development of the planning process. This may include the Reynoldsburg Chamber, Schools, Churches, and civic groups.

Why the OHM Team?

Experience. Our team of planners has considerable experience in running engagement processes, and is able to find common ground and ways to move forward with collaborative and competing groups.

Guide & promote new economic development initiatives in targeted areas.

Every community needs a healthy economy to thrive, and the Plan should recognize the City's current economic strengths and outline where new opportunities for economic and job growth can occur. As part of the planning process we will consider how areas like Brice and Livingston, the Kroger site, Brice and Main Center, and the Downtown can and should be redeveloped.

Why the OHM Team?

OHM Advisors' team of planners, real estate experts, engineers, and land planners can help identify and implement creative solutions to grow new economic opportunities in these areas. The Plan will offer specific strategies for orienting the City to leverage its assets and regional location to further enhance economic opportunities and quality of life in the City.

A. PROJECT UNDERSTANDING & APPROACH

A need for a holistic approach that integrates planning, engineering, design, and economic development.

A Comprehensive Plan needs to be inclusive and consider a 360 degree view of the City. This should include reviewing, planning for, and balancing land use, infrastructure, economic development, housing, community character, and quality of life amenities.

Why the OHM Team?

The OHM and CT team provides a multidisciplinary and holistic perspective. Something incredible grows out of a team of experts with individual specialties—ideas with bigger impact. More energy. And more synergy in less time. Within our team makeup collaboration will breed higher-grade solutions.

A plan that serves as a playbook, not a 'book end'.

What good is a plan if it's unusable? All the effort, time, and money shouldn't go to waste on a plan that nobody uses. A good plan should always answer the question *"what's next?"* and serve as a **playbook** on how to get there.

Why the OHM Team?

Our team will be focused on delivering a plan that is visionary and legally defensible, resulting in a guide to support the planning and decision making of the Reynoldsburg team of staff, and elected and appointed officials. Additionally we will be focused on outlining recommendations for future public projects that will guide and inform future capital planning.

METHODOLOGY

The OHM Advisors team has outlined an approach that is designed to achieve the objectives outlined in the RFP. The proposed approach is organized into five phases outlined below and described in more detail in the following section.



PHASE 1:
PREPARING FOR
THE PLAN



PHASE 2:
UNDERSTANDING
THE CONTEXT



PHASE 3:
ENGAGE AND
LISTEN



PHASE 4:
DEVELOPING THE
PLAN



PHASE 5:
FINALIZING THE
PLAN, SETTING UP
IMPLEMENTATION

WHY ARE WE INTERESTED?

We are passionate about the communities where we live and work. We believe our breadth of experience and expertise will serve Reynoldsburg well throughout the planning process and in the creation of a clear path forward.

HOW IS THE OHM TEAM A GOOD FIT?

Our project understanding provides a synopsis of the key areas or aspects that need to be addressed in the process, and how we are uniquely qualified to contribute to this important and exciting project.

A. PROJECT UNDERSTANDING & APPROACH



PHASE 1: PREPARING FOR THE PLAN

Task 1.1 – Getting Organized

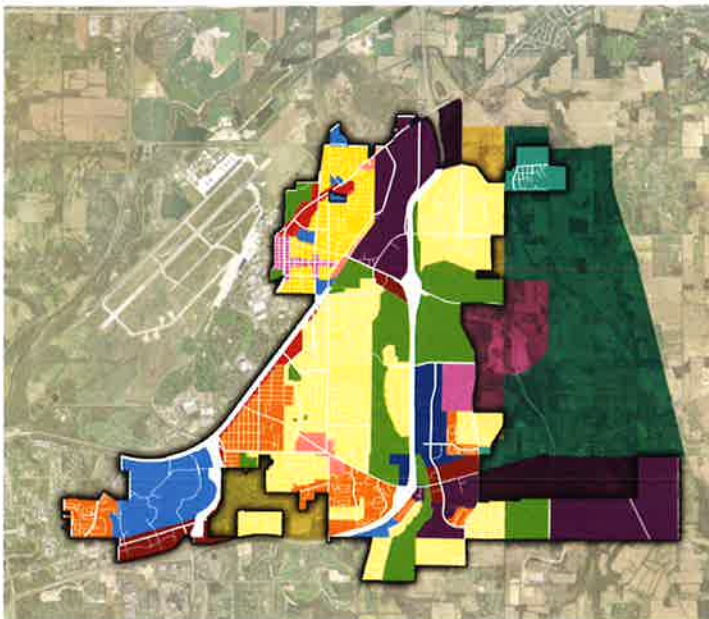
OHM Advisors and staff will have a ‘kickoff’ work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and invite members, and establish the finalized logistics and detailed schedules for the project.

Task 1.2 – Develop Project Brand and Website

As part of this task, OHM will develop a project logo and brand, as well as a project website. The website will serve as the main social media outreach tool. The website will be developed and housed by OHM unless otherwise requested by the client. The website will be utilized as a resource to disseminate information, solicit digital feedback, and provide project updates. Note that these branding elements will be specific to the project, and not interfere with the branding of the city / community.

Task 1.3 – Assemble Mapping Data and Prepare Maps

As part of this task, the planning team will collect and assemble data to create base maps of Reynoldsburg. This step will utilize data provided by the City of Reynoldsburg, Franklin / Licking County, and various state organizations. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.



Future Land Use Map, Fairborn, OH

Task 1.4 – Review Current Plans and Policies

OHM will assemble and review all relevant planning and zoning documents that directly address the current and future conditions of the City. This will include, but is not limited to, zoning district maps, development policies, and capital improvement plans.

Task 1.5 – Project Kick-Off (Steering Committee Meeting 1)

OHM will begin the project by facilitating a kick-off meeting with the steering committee to review the project work plan and project schedule. The kick-off meeting will serve as a way to make sure all the participants in the planning process understand the schedule and deliverables that will result from each task. OHM will lead an open and transparent discussion with the steering committee that focuses on the end result and process to ensure all expectations are met. The planned outcome of the discussion will be a set of project goals the consultant team and the steering committee will consider throughout the planning process.



PHASE 2: UNDERSTANDING THE CONTEXT

Task 2.1 – Existing Conditions Analysis

OHM will conduct a thorough analysis of the existing conditions in the Reynoldsburg community. The analysis will focus on past, current, and future trends in the community, and region, which will inform the development of the Plan. This may include but is not limited to the following:

- Demographic and Population
- Land Use
- Park, Open Space, and Recreation
- Development Character
- Community Services
- Mobility
- Public Utilities
- Economic Development
- Downtown

Task 2.2 – Existing Conditions Presentation and Preparing for Community Outreach (Steering Committee Meeting 2)

OHM will present the findings of the existing conditions research to the steering committee for review. OHM will use a combination of editing and auditing techniques at each session to clarify, validate and/or modify the existing conditions research. It is not the intention to discuss and reach agreement on every aspect of the research, rather the intent is to have a discussion related to the research and how it will inform the development of the Plan.

A. PROJECT UNDERSTANDING & APPROACH

OHM will also present key elements of the community outreach strategy. This will include a presentation of the draft community survey for review by the steering committee prior to launching the survey in Phase 3. This will be a critical step to ensure the survey poses questions that are important to the discovery of key issues and opportunities facing the community which will guide the steering committee in the development of the Plan. The steering committee will also be asked to provide stakeholder nominations identifying community members to participate in the small group meetings in Phase 3.



PHASE 3: ENGAGE AND LISTEN

Task 3.1 – Small Public Meetings

The consultant team will meet with prominent groups within the community identified by the client team and steering committee in Phase 2. These may include groups, such as, the Reynoldsburg-Pickerington Rotary Club, the Senior Citizens of Reynoldsburg (SCOR), and the Reynoldsburg City School District. At these meetings, the consultant team will conduct an idea generation and mapping exercise with the groups to initiate dialogue on the future of the City. The consultant team will record these answers, which will be used in later tasks.

Task 3.2 – Town Hall Meeting Presentation

The consultant team will work with City Council to provide a 15-30 minute presentation during the regularly scheduled Town Hall Meetings. This will be an informative presentation, outlining the project and allowing for public inquiry. The presentation will serve as a “kickoff” for the general public engagement initiative and help to build community momentum and bring attention to future public participation opportunities.

Task 3.3 – Online Engagement

The consultant team will provide a web-based survey to be hosted on the project webpage and will be accessible through computers and mobile devices. All activities conducted at the town hall meetings will be duplicated on the website, allowing community members to become involved in the public input process conveniently and without constraints on time and location.

Task 3.4 – Phone Survey

The consultant team will develop and conduct a statistically-valid telephonic survey of citizens and stakeholders/business community members that will provide city officials with strategic insight into their current attitudes, beliefs, and priorities related to the future of the City. This insight will provide a backdrop for the Plan by quantifying perceptions of local economic conditions, expectations, and priority issues of the stakeholder and business community. It will also help identify areas where leaders can communicate more effectively to position the City for the future and address local and regional economic concerns. Note this survey will not include general community satisfaction questions, but will rather be focused on land use and economic development conditions, policies, and future recommendations.



PHASE 4: DEVELOPING THE PLAN

Task 4.1 - Creating the Plan Goals and Objectives (Steering Committee Meeting 3)

The purpose of this meeting is to translate the results of Phases 2-3 into the Plan framework. The existing conditions and community outreach findings will be categorized by each chapter of the Plan, and presented in a clean and concise manner. OHM has developed a technique to enable the steering committee to review the categorized results of the previous tasks to develop goal statements that describe in simple terms the desired outcome for each element of the Plan. Once the goals are established, OHM will present a list of draft development principles. The development principles are statements of intent that describe the desired outcome of future growth and development in the City. OHM will also create and present a draft land use map to the committee for review. The goals, principles, and land use plan will be used to shape a plan for the City, and should be used to evaluate the compatibility of future projects, programs, policies, and developments.

Task 4.2 - Identifying the Target Redevelopment Areas

The purpose of this task is to dig down and apply the vision, goals, and objectives to specific focus areas in the City, such as the former K-Mart site on Brice Road or the Kroger site on Main Street. These areas will be rendered or modeled using computer graphics in detail to illustrate how these areas could be redeveloped with targeted strategies. The results of this task will show how the vision translates to the built environment, and will serve as a powerful marketing tool to communicate the vision and development potential to the private sector.

A. PROJECT UNDERSTANDING & APPROACH

Task 4.3 - Getting It Done – Plan Strategies (Steering Committee Meeting 4)

Once the goals and development principles are created, the next step in creating the Plan is identifying the actions to achieve the goals and principles. During this meeting, OHM will work with the steering committee to develop the objectives and strategies (implementation) to achieve the desired outcomes of goals and principles. Each strategy will include a timeframe, responsible party, and cost estimate to achieve the strategy. This will help guide and inform the City when managing the Plan in the future.



PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION

Task 5.1 – Prepare Draft Plan (Steering Committee Meeting 5)

OHM will prepare the initial draft of the Comprehensive Plan. All previous work will be integrated into this draft. OHM will submit the document to the client team for comments. The staff comments will be addressed and the draft will be submitted to the steering committee for review. The outcome from these meetings will be incorporated into the final draft that will be recommended for adoption by the steering committee.



Task 5.2 – Town Hall Meeting 2/Online Review

OHM Advisors will participate in a second town hall meeting to present the final Plan. The meeting will offer the public an opportunity to review the final Plan and provide feedback to the planning team. The goal of the meeting will be to give citizens an opportunity to ask questions of the City staff, the steering committee, and OHM/CT. Participants will have the opportunity to fill out a comment card in response to the information presented.

Task 5.3 - Implementation and Accountability Plan

The consultant team recommends that implementation steps be taken immediately following the release of the report in order to benefit from the momentum and good-will created by the planning process. The consultant team will create an implementation plan and advise the City on the implementation and long term management of the Plan. This will include a standalone accountability plan/matrix that is intended to be used on a more 'day to day' basis instead of the full Plan.

Task 5.4 - Final Plan Deliverables

After review and adoption by the elected and appointed officials, OHM Advisors will provide:

- five bound copies and an electronic copy of the Final Comprehensive Plan;
- all maps and technical data to be organized, digitally packaged (ArcView file format), and delivered to the City;
- an electronic PDF of all project related files as requested by the client.

PROJECT TIMELINE

PROJECT PHASES	MONTH									
	1	2	3	4	5	6	7	8	9	10
PHASE 1: PREPARING FOR THE PLAN										
PHASE 2: UNDERSTANDING THE CONTEXT										
PHASE 3: ENGAGE AND LISTEN										
PHASE 4: DEVELOPING AND TESTING THE PLAN										
PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION										

B. INNOVATION IN CITIZEN ENGAGEMENT

A PUBLIC ENGAGEMENT STRATEGY THAT GOES BEYOND THE EASEL

Our team is well versed in soliciting public input for planning projects and we use a diverse range of platforms and methods to gather information. The public engagement strategies that our team will utilize will include:



Public Meetings

At public meetings, the community will be asked to provide their input in a fun and engaging series of activities. The outcomes of these meetings include:

- What are the common themes of issues or opportunities in Reynoldsburg?
- What areas of the City are working well?
- What areas of the City are appropriate for growth or preservation?

- *Mentimeter* – To provide real-time responses in a public setting. Mentimeter is a quick, fun way to get feedback directly from a participant's smart phone with the feedback available immediately.

- *Mail-In Surveys* – Surveys are mailed to all community/neighborhood residents. A pre-stamped/pre-addressed return envelope is provided to encourage a higher response rate.



Multi-Platform Public Input Methods

A multi-platform approach is essential for reaching the entire population of the City. For people who can't make a public meeting, there are ample opportunities for them to engage:

- *Website* – A project specific website will be created to host all materials created throughout the process, and will provide a platform that communicates the intention of the plan, schedule, and all digital engagement.
- *Survey Gizmo* – An interactive survey and response tool that can be embedded into any website, kiosk, or function on its own. This platform can ask a number of question types in a visually engaging, straightforward manner.



Graphics

Rendered plans, illustrative conceptual renderings, and reports can give a real, substantive idea of what the Plan is recommending, generating excitement and support for the Plan. Displays can be offered for public comment in the following ways:

- Presented at a public forum, with comment sheets and self-addressed envelopes provided.
- Presented in strategic locations throughout town, i.e. businesses, with comment sheets and self-addressed envelopes provided for comments.



Community Review of Final Deliverables

Following the development of the Plan strategy, community members will have the opportunity to respond and make recommendations.

KEY COMMUNITY MEMBERS

The key community members outlined below will be involved in the planning process to ensure the Plan responds to the needs of the community.



Government
Commissioners
Elected Officials
City Staff



Oversight Group
Civic Groups
Business Owners
Property Owners



Community Citizens
Citizens -
representative
of the City



Regional Authorities
Regional Planning (LUC)

B. INNOVATION IN CITIZEN ENGAGEMENT

OUR ACTIVITIES TOOLKIT FOR MAXIMUM ENGAGEMENT

Our team has worked with a variety of communities, each with a unique set of desires from the public. Passion for engaging communities and building consensus is at the heart of our planning process. Our team has developed several activities to be used during public meetings and online that are designed to be fun and engaging, while providing relevant information that will guide and inform the Plan.



Mapping Activities

A location-based understanding of priority areas.

As a way of gaining insight about specific focus areas in their community, our team will ask the public to identify areas that should be a target for additional scrutiny in the Plan.

Treasure Cards

A gauge of what assets in the community are most important to its residents.

Our team encourages the public to write down one thing that they treasure the most about their community. The results of this are used to develop the elements of the Plan.

Idea Generation and Feedback Exercises

Including the public at every step.

From the conception of the Plan to the final draft, our team verifies our recommended goals, objectives, and actions with critiques and ideas from the public. At the beginning of the planning process, we ask the public to generate preliminary ideas on what the future of their community could look like, creating a foundation for the Plan.

As we develop strategies to include in the Plan, we invite the public to evaluate them using rating exercises and comment cards. This is an effective method of organizing and editing the objectives and actions. When the Plan is nearing completion, we ask the public for final comments and suggestions for improvements.



Investment Activities

A direct way to show where the community would invest their dollars.

Participants are given fake dollars to invest in focus areas. They are also asked to provide specific ideas for how that money should be spent. This activity allows our team to prioritize these focus areas and understand improvement ideas for them.

Text Polling

Taking advantage of today's most popular form of communication.

The text polling outreach effort involves distributing cards at government destinations and events that invite community members to respond to a set of questions through texting. These cards help inform the public of the project while soliciting public input.



C. FIRM & SUBCONSULTANT OVERVIEW

ABOUT OHM ADVISORS

OHM Advisors is a firm of architects, engineers and planners committed to Advancing Communities. Leaders rely on our proven public and private sector expertise, insightful counsel and forward thinking to create lasting, viable places and communities.

We opened our doors in 1962 and have been growing steadily ever since. Today, as we celebrate over 54 years of Advancing Communities, we do so as a fully integrated architecture, engineering, and planning firm with nearly 400 professionals that dedicate their time and talents to our team.

EXPERIENCE...AT A GLANCE

- 15 community plans in the past 2 years
- 65+ mixed-use planning projects
- 10,000+ civil engineering projects
- \$267 million in grants in the past 3 years

ORGANIZATION

OHM Advisors is a privately held corporation governed by a seven member Board of Directors and 33 employee shareholders.

LEADERSHIP AT OHM

OHM Advisors is a privately held corporation governed by a seven member Board of Directors and 33 employee shareholders.

OUR SERVICES

Planning: Corridor Planning, Economic Development, Zoning, Land Use, Private Development, Master Planning

Engineering: Municipal, Transportation and Traffic, Water Resources, Mechanical and Electrical

Urban Design: Parks, Public Spaces, Streetscapes, Gateways, Trailheads, Athletic and Recreation Facilities

Architecture: Design and Documentation, Master Planning, Capital Improvement Planning, BIM, Modeling

Surveying: Topo, ROW, Land, Road, Hydraulic, Bridge, Boundary, Geodetic Control, GIS and GPS, Construction Staking

Construction Engineering: Administration, Inspection, Engineering

Contract Office

580 N. Fourth Street
Suite 610
Columbus, OH 43215
ph. 734.522.6711
fax. 734.522.6427

Principal in Charge

Aaron Domini, Director of Planning
614.474.1114
aaron.domini@ohm-advisors.com

PLANNING WITH PEOPLE IN MIND



LOCATIONS
MI, OH, TN



Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)



C. FIRM & SUBCONSULTANT OVERVIEW

PRINCIPALS AT OHM ADVISORS

NAME	BACKGROUND	LENGTH OF ASSOCIATION
Aaron Domini	Planning	7 years with OHM Advisors
Jason Sudy, AICP	Planning	1 year with OHM Advisors
Tony Slanec	Landscape Architecture	13 years with OHM Advisors
Jim Houk, ASLA, AICP	Landscape Architecture	24 years with OHM Advisors
Aaron Call, PE	Transportation Engineering	5 years with OHM Advisors
Daniel Obrynba, AIA, REFP	Architecture	6 years with OHM Advisors
Gary Sebach, AIA, LEED AP	Architecture	24 years with OHM Advisors
David Krock, PE, ENV SP	Municipal Engineering	9 years with OHM Advisors
Gene Esser, PE, PS	Municipal Engineering	9 years with OHM Advisors
Rhett Gronevelt, PE	Civil Engineering	18 years with OHM Advisors
Tracie Williams, PE, LEED AP	Mechanical Engineering	16 years with OHM Advisors
Robert Czachorski, PE	Water Resources/Municipal Engineering	13 years with OHM Advisors
Kent Early, PE	Municipal Engineering	18 years with OHM Advisors
Dan Fredendall, PE	Civil Engineering	34 years with OHM Advisors
Vyto Kaunelis, PE	Environmental and Water Resources	14 years with OHM Advisors
Jon Kramer, PE	Civil/Environmental Engineering	23 years with OHM Advisors
Matt Parks, PE	Municipal Engineering	15 years with OHM Advisors
Vicki Putala, PE	Environmental and Water Resources	24 years with OHM Advisors
Jim Stevens, PE	Municipal Engineering	18 years with OHM Advisors
Pat Wingate, PE	Transportation Engineering	20 years with OHM Advisors
Craig Schripsema, PE	Construction Engineering	7 years with OHM Advisors
Steve Chizek, PE	Civil Engineering	10 years with OHM Advisors
Chuck Rolfe, PE	Civil/Environmental Engineering	4 years with OHM Advisors
Steve Warren, PE	Civil Engineering	4 years with OHM Advisors

C. FIRM & SUBCONSULTANT OVERVIEW

ABOUT CT CONSULTANTS

CT Consultants has grown by continuing the philosophy established more than 90 years ago -- dedication to client needs by serving each and every client in a manner that is distinctive and unique. We are passionate about delivering personal service to clients and have structured our business to satisfy our clients' needs. This approach has enabled CT Consultants to become the trusted name for professional engineering services. Our primary concentration is long term service relationships with our clients while carefully delivering specific project requirements.



Primary Office
7965 North High Street,
Suite 340
Columbus, OH 43235
ph. 614.885.1700
fax. 614.885.1701

The root of our approach originates in 1922 when Frank A. Thomas left his position as Village Engineer to start an organization that would provide a broad range of engineering services to assist municipalities. CT is now providing the same level of detailed service throughout the region. We attribute our success to our commitment of delivering professional services to clients, not merely targeting individual projects. The institutional knowledge developed in these relationships creates a winning team that effectively and efficiently plans for the future, while addressing immediate project needs.

Issues confronting our clients evolve and change over the years. CT responds to changing client needs by expanding the range of engineering and support services we offer to position our clients for success. Today, CT Consultants' award winning projects, intelligent solutions and spirited commitment further instills the confidence all clients expect - and receive. The enduring tradition of client service remains the key of our core business.

CT CONSULTANTS OFFICERS

NAME	BACKGROUND	EXPERIENCE
Dave Wiles, PE	Ohio State University, BSCE 1981	34 years
Shawn R. Aiken, PE	University of Akron, BSCE 1994 University of Akron, MSCE 1995	20 years
Mark Brueggemann, PE	University of Dayton, BSCE 1986	30 years
Richard J. Iafelice, PE, PS	Cleveland State University, BSCE 1978 Cleveland State University, MSCE 1982	37 years
Thomas B. Gwydir, PE	University of Akron, BSCE, 1982	33 years
Clyde Hadden, PE	Cleveland State University, BSCE, 1986	29 years
J. Wesley Hall, PE, LEED AP	Ohio University, BSCE 1989	26 years
Craig W. Juday, PE	Purdue University, BSCE 1976	39 years
Christina M. LeGros, MBA	Pennsylvania State University, BS, 1980 Case Western Reserve University, MBA, 1983	32 years
James A. Sayles, PE	Cleveland State University, BSCE, 1980	39 years
Jay W. Shutt, PE	University of Dayton, MBA, 1979 The Ohio State University, MSE, 1974 The Ohio State University, BSAE, 1973	41 years

D. RELEVANT PROJECT EXPERIENCE

CT CONSULTANTS

Municipal Services



CT CONSULTANTS HAS SERVED LOCAL GOVERNMENTS FOR OVER 90 YEARS AND ARE THE CITY ENGINEER FOR MORE THAN 55 COMMUNITIES

CT's staff of engineers, architects, planners, and technical specialists has the experience and expertise to investigate, evaluate, design and monitor the construction of municipal infrastructure renovations, replacements and service expansions. CT's multi-disciplinary services for municipal projects ensures that our clients' needs are met no matter the size and complexity of the project.

CT provides a broad range of municipal services, including:

PUBLIC WORKS

CT is fully experienced in the design and preparation of plans and specifications for all types of public works projects, including wastewater and water systems ranging from small municipalities to large metropolitan areas.

PLANNING

CT has assisted numerous communities develop plans intended to preserve/create a community amenable to the values of its citizens.

STREETS

Our Transportation Division has extensive experience in the design of new roadways, improvements to existing roadways, parking lots for commercial site development, and pavement design and management.

TRAFFIC ENGINEERING

CT provides complete traffic engineering analysis and design services that complement our roadway services. We have a thorough knowledge of local and state DOT policies, programs, procedures and standards.

ARCHITECTURE

CT provides full-service architectural and building engineering services, including site selection, programming, conceptual design through bid and construction documentation, and construction contract administration.

DEVELOPMENT

A fundamental responsibility in any land development project is to protect the health, welfare and values of the community. The planners, development specialists and engineers at CT provide a variety of services relative to this essential aspect of local government.

PLAN REVIEW & INSPECTION

The depth of engineering, architectural and construction staff allows CT to provide local governments with a diverse skill set for review and inspection services. CT also has both Certified Plans Examiners and Certified Building Officials on staff.

ADMINISTRATIVE

As part of our municipal services, CT provides administrative support including serving as city/village engineer/representative, attending and participating in council meetings, planning & zoning meetings and providing consultant oversight.

C. FIRM & SUBCONSULTANT OVERVIEW

ABOUT AIMPOINT

Aimpoint Research offers a competitive edge by fusing qualitative and quantitative research with professional analysis and innovative visualization techniques to provide insight into the Reynoldsburg community. Get a true sense of the thoughts and opinions of Reynoldsburg, not just the group of people who are willing and able to attend a public meeting.

The ability to solve problems and overcome challenges begins with understanding. Aimpoint takes market research to the next level and helps the leaders of Reynoldsburg make more informed decisions to guide the planning process in a way that is truly representative of the community.



Primary Office
575 West 1st Avenue
Suite 100
Columbus, OH 43215

Primary Contact
Brett Sciotto, CEO
614.225.6300

Comprehensive Solutions*

Aimpoint fuses proven research methodologies, advanced collection techniques, superior analysis, and inspired presentations to provide a comprehensive understanding of the trends, wants, and needs of the Reynoldsburg community.



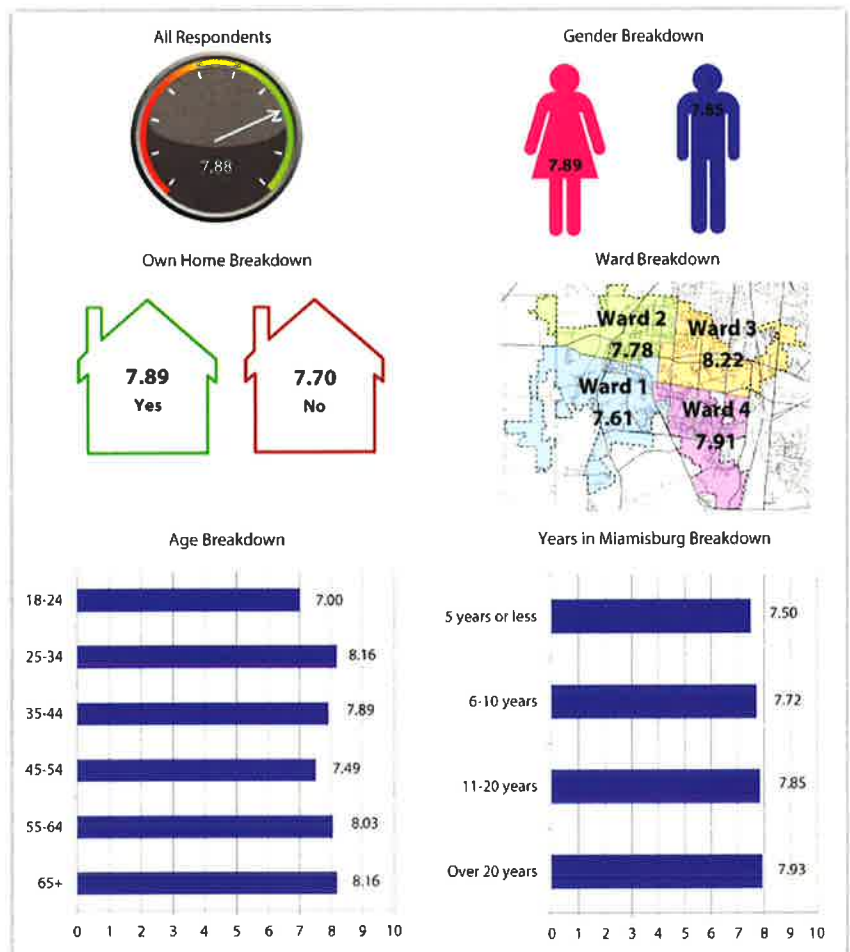
Informed Strategies*

Aimpoint provides unprecedented insight into the most impactful minds of a community's success and help them channel that knowledge into effective action plans.



Insights into different segments of the City*

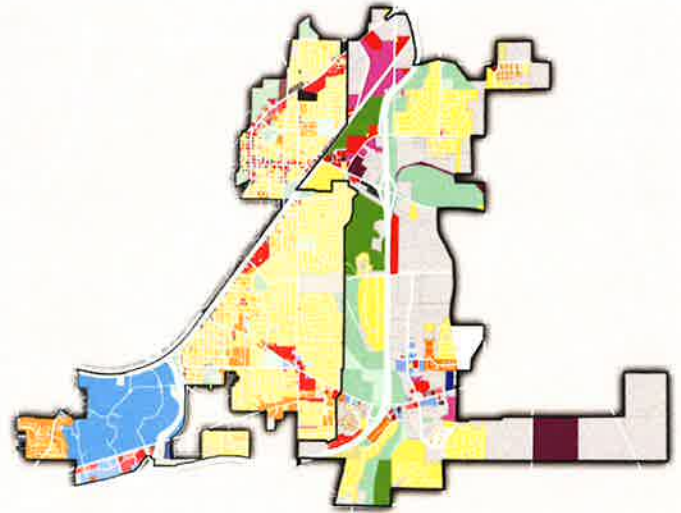
Aimpoint's telephonic survey approach will allow decision-makers to know with a high degree of confidence, insights into various segments of the City's population.



D. RELEVANT PROJECT EXPERIENCE

City of Fairborn – Comprehensive Plan

Fairborn, Ohio



A PROACTIVE PLAN INFORMED BY TECHNICAL RESEARCH AND PUBLIC INVOLVEMENT

In 2015, the City of Fairborn initiated a process to update the Fairborn Comprehensive Land Use Plan which was originally prepared in 1991. This planning process was completed in the spring of 2016. OHM Advisors understood the preservation and growth of downtown Fairborn was the key initiative for the community. Building on the work already completed, our team developed targeted strategies to promote the downtown as a local and regional destination.

A concerted effort was undertaken to engage the community in the creation of this Plan and to provide clear direction to elected and appointed officials for carrying out the community's vision for the future. At the heart of the proposed public outreach strategy was a statistically valid telephonic community survey ensuring the process reached the silent majority, adding to the responses received in the public meetings.

The Comprehensive Land Use Plan update process spanned approximately twelve months and included both technical research and public involvement, resulting in an intuitive, informed, and proactive document.

By employing an innovative planning process, Fairborn sought to develop a truly comprehensive plan that fully integrates land use, transportation, parks and open spaces, and other public amenities.

COMPLETION
2016

SERVICES PROVIDED
Planning
Community Engagement

CLIENT INFORMATION

The City of Fairborn
Michael Gebhart,
Community Development Director
44 W. Hebble Avenue
Fairborn, OH 45324
937.754.3056

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

City of Wooster – Comprehensive Plan

Wooster, Ohio



Located in Northeastern Ohio and home to around 26,000 residents, the City of Wooster is a regional center for education, industry, and agriculture. In 2013, OHM Advisors led a process to update the City's aging Comprehensive Plan. This update was in response to recent growth within and around the City as well as changing demographics that were impacting the local marketplace. The goal of the plan update was to create a roadmap for City officials and community members that provides insight into Wooster's current conditions and makes recommendations to guide future policy decisions and development within the City.

The OHM Advisors team worked closely with a steering committee throughout the process and sought extensive input from the community through public meetings, an online forum, and a telephonic survey of residents to ensure the plan was community driven. In total more than 500 community members participated in the process generating more than 1,000 ideas for the future. The result was a process that considered the many voices in the community, and was statistically valid representing the community profile within a +/- 5 percent margin of error.

The plan also includes four Priority Development Areas within the community. These areas present significant redevelopment or development potential and are considered a priority public and private sector reinvestment initiatives. Detailed urban design and development plans were created for each one of these areas which graphically illustrated a redevelopment vision, and outlined the preferred development program for each area.

Figure 7.9: Hospital District - Urban Framework Map



COMPREHENSIVE PLAN RECOMMENDS IMPROVEMENTS FOR CITY TO PROSPER

COMPLETION
2014

COST
\$69,000

CLIENT INFORMATION

City of Wooster
Andrew Dutton,
City Planner
538 N. Market Street
Wooster, OH 44691
330.263.5238

SERVICES PROVIDED

Planning
Urban Design
Community Engagement

D. RELEVANT PROJECT EXPERIENCE

City of Hilliard – Comprehensive Plan

Hilliard, Ohio



Our team was part of a multi-disciplinary team that was hired to help the city create a long-term plan for land use, transportation and mobility, public spaces, and branding. The project was comprehensive in nature and incorporated several other major plans, including the Big Darby Accord and a report prepared by the Project for Public Spaces.

The City, which occupies approximately 11 square miles, had many opportunities for infill and redevelopment. The city was also feeling growth pressure on land outside city boundaries to the west, which was primarily in agricultural production, but pressure for new residential growth was now impacting the area. This area was also adjacent to the Big Darby Creek a nationally designated historic river.

Our team was hired to work with the community to develop the planning process, facilitate an extensive public involvement program, and create a physical plan that reflected the needs and aspirations of the community. Hundreds of citizens participated in the process which resulted in nearly 1,000 ideas. These ideas together with a full market study, and technical analysis of the existing conditions and trends in the city became the foundation for the policy statements in the plan.

The final plan focused on growing inward while strategically growing outward; redeveloping existing commercial areas

in the community with greater intensity and mix of uses – especially focused on diverse housing choices and office uses. These areas were planned to enhance city revenues and improve the overall community appearance and quality of life.

As part of the plan, four focus areas were also identified as locations in the community where infill and redevelopment was a priority. Specific concept plans were developed for these areas which included a plan for Olde Hilliard, an area within the Big Darby Watershed, and a larger commercial area near I-270 where a transit-oriented development scenario was developed in anticipation of commuter rail. As part of this planning effort, our team also developed plans for the existing parks focused on creating “public spaces”; this section of the plan focused on redeveloping existing parks into revitalized community and neighborhood destinations.

COMPLETION
2011

COST
\$300,000

CLIENT INFORMATION
The City of Hilliard
Don Schonhardt,
Mayor
3800 Municipal Way
Hilliard, OH 43026
614.876.7361

SERVICES PROVIDED
Visioning
Planning
Community Engagement
Urban Design

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

City of Lorain - Comprehensive Plan

Lorain, Ohio



The Lorain Comprehensive Plan maps a new strategy to capitalize on incredible lakefront assets while repositioning Lorain from full reliance on a manufacturing-based economy. The plan looks closely at the relationship between transportation access, potential infrastructure improvements and economic development opportunities. In order to achieve this vision for the future, our team led highly-attended public meetings, seeking input and buy-in from property owners, stakeholders, and public officials. The plan analyzes existing market conditions and provides aspirational, yet real-world concepts for redevelopment. Larger-scale strategies link public realm and infrastructure improvements to regulatory updates, annexation policy, and downtown revitalization.

COMPREHENSIVE PLAN MAPS A NEW STRATEGY TO CAPITALIZE ON INCREDIBLE LAKEFRONT ASSETS



COMPLETION

2017

CLIENT INFORMATION

City of Lorain

Derek Feuerstein
Deputy Safety/Service Director
200 West Erie Avenue
Lorain, Ohio 44052
440.204.2011

COST

Zoning Code: \$48,000
Comprehensive Planning:
\$87,000

SERVICES PROVIDED

Comprehensive Planning
Zoning Code Rewrite
Community Engagement

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

City of Gahanna - Economic Development Plan

Gahanna, Ohio



OHM Advisors and Ice Miller worked with the City of Gahanna to create an economic development strategy to guide future planning and investment decisions in the community. The planning process involved studying existing market conditions through technical research and stakeholder interviews, determining recommendations specific to the City's needs and applying those recommendations to areas within the City with the greatest potential to spark development (PDAs).

PLAN OUTLINES TACTICS TO STRENGTHEN LOCAL ECONOMY

To gain a deeper understanding of the economic potential from a regional and local perspective, the team gathered input from the project steering committee, as well as key stakeholders. This input informed the resulting strategy which outlines actionable goals and tactics to strengthen Gahanna's economic vitality and aligns projects, programs, and policies to make sure priorities are being addressed. This will ensure the City's resources are used efficiently to plan for new growth and future plans for development are targeted to areas with the greatest economic potential.



COMPLETION
2015

CLIENT INFORMATION
The City of Gahanna

Anthony Jones,
Director of Development
200 South Hamilton
Gahanna, Ohio 43230
614.342.4015

SERVICES PROVIDED
Economic Development
Planning

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

Blendon Township – Westerville Road Area Plan

Blendon Township, Ohio

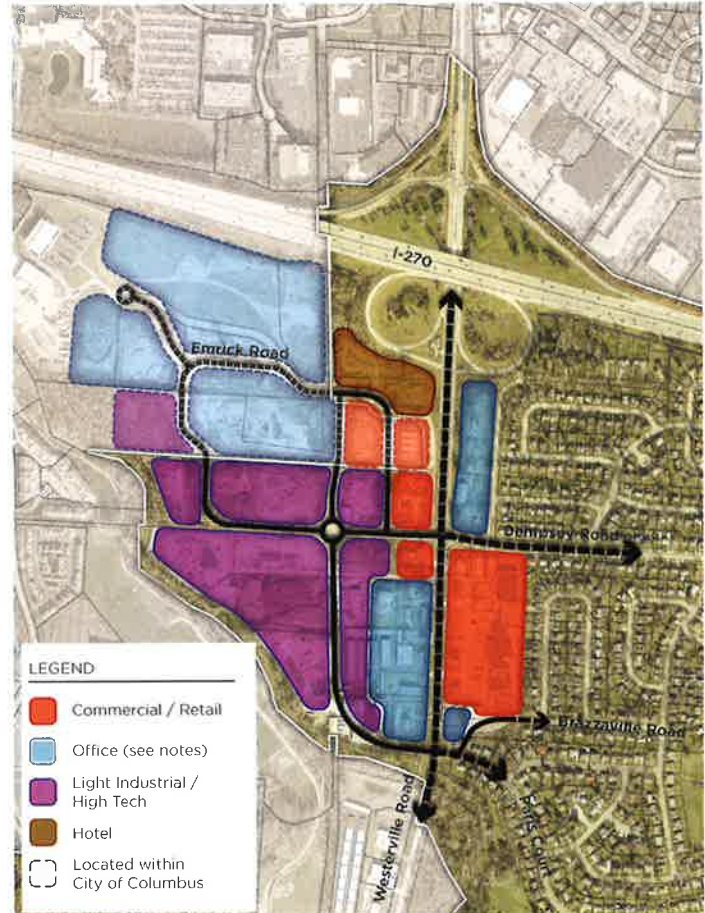


Blendon Township leaders and the Blendon / Westerville Joint Economic Development Zone (JEDZ) Board needed a strategic redevelopment plan to guide future planning and investment decisions in and around the Westerville Road Corridor area. OHM Advisors led the Township and the JEDZ through a planning process to evaluate the current and future development potential for various market segments in the Corridor, identify target development areas, and develop a vision and strategy for these areas that will respond to opportunities in the regional marketplace.

The Plan serves as a guide for future development and policy decisions that reflect the community's long-term vision, goals, and priorities, balanced with an understanding of marketplace conditions. It will assist Township staff in communicating the Township's values to potential residents, developers, and businesses.

The planning process included a full market study, the findings of which were used to create a development vision for the Corridor. This vision demonstrates how proposed improvements to the transportation network and future land use plan will coordinate with future development to add to the overall character and aesthetics of the Corridor while also communicating the Corridor's potential to developers and businesses. The Development Vision outlines three distinct subareas of the Corridor: a Travel Center that caters to commuters and travelers and features a fueling station, hotel, and restaurant, all highly visible from the I-270 exit; a Pedestrian Center that emphasizes pedestrian friendly and identifiable retail and office district; and a Technology Triangle appropriate for businesses that need quick access to the interstate and is ideal for small scale businesses, light industrial users, high tech manufacturers, and a larger-scale call center.

The Plan also features an implementation section that outlines economic development tools and incentives to support the development concepts and overall Plan vision including projects, programs, and actions that can be taken by the Township to achieve the desired outcome of the Plan.



AREA PLAN IDENTIFIES DEVELOPMENT CONCEPTS & PROVIDES IMPLEMENTATION OPTIONS

COMPLETION
2015

COST
\$23,000

CLIENT INFORMATION
Blendon Township
Bryan Rhoads,
Village Administrator
6350 S. Hempstead Road
Westerville, OH 43081
614.839.2013

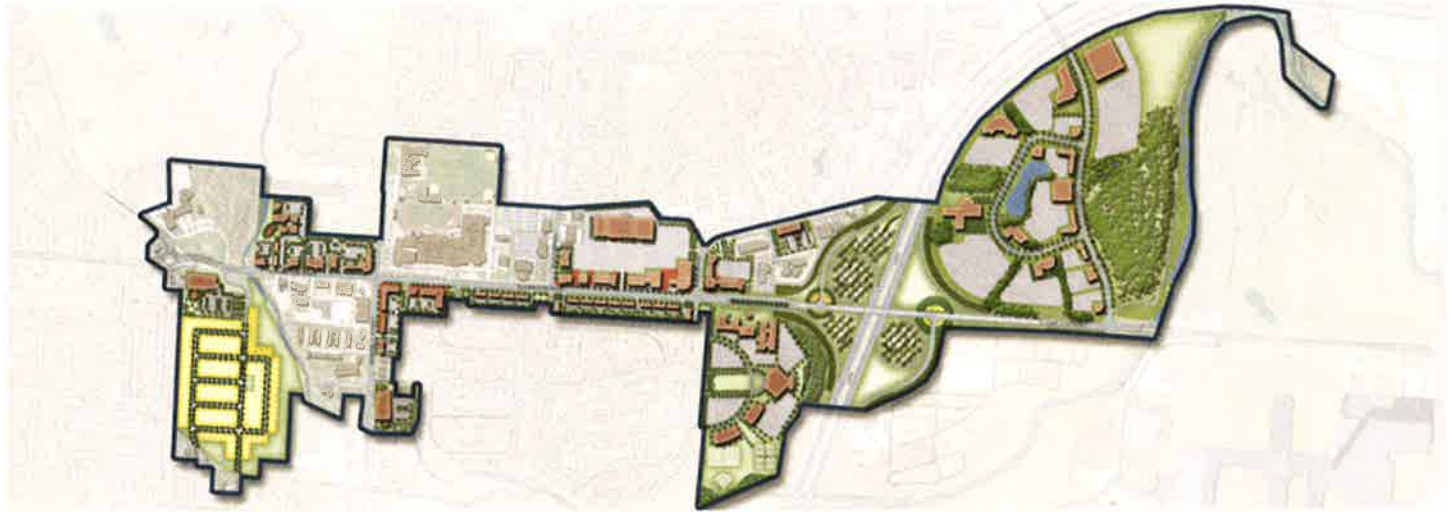
SERVICES PROVIDED
Planning
Urban Design

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

City of Gahanna - Hamilton Road Corridor Plan

Gahanna, Ohio



Hamilton Road, the corridor connecting US-62/Granville Street in downtown Gahanna to a large commercial area on Morse Road in Columbus, was identified as an area for improvement during a 2009 led community visioning process.

A PLAN FOR REDEVELOPING A CORRIDOR AND BUILDING COMMUNITY AMENITIES

As such, the City asked our team to continue to build on this vision plan and guide them in creating a plan for redeveloping the corridor. With input from the business and residential community, our team selected "hot spots" throughout the corridor as potential development areas (PDA's). A SWOT analysis of the corridor was performed and goals were established to help set a standard for the PDA sites. Redevelopment plans were created for each PDA site and a variety of uses such as mixed-use, institutional, and residential, were incorporated into the overall design of the corridor. Economic analysis was conducted for each redevelopment area in order for the city to understand the impact and benefits of each PDA.

The implementation of Corridor Design Standards will be the next steps in the planning process to assist in governing the aesthetics of the corridor development/redevelopments.



COMPLETION
2010

COST
\$60,000

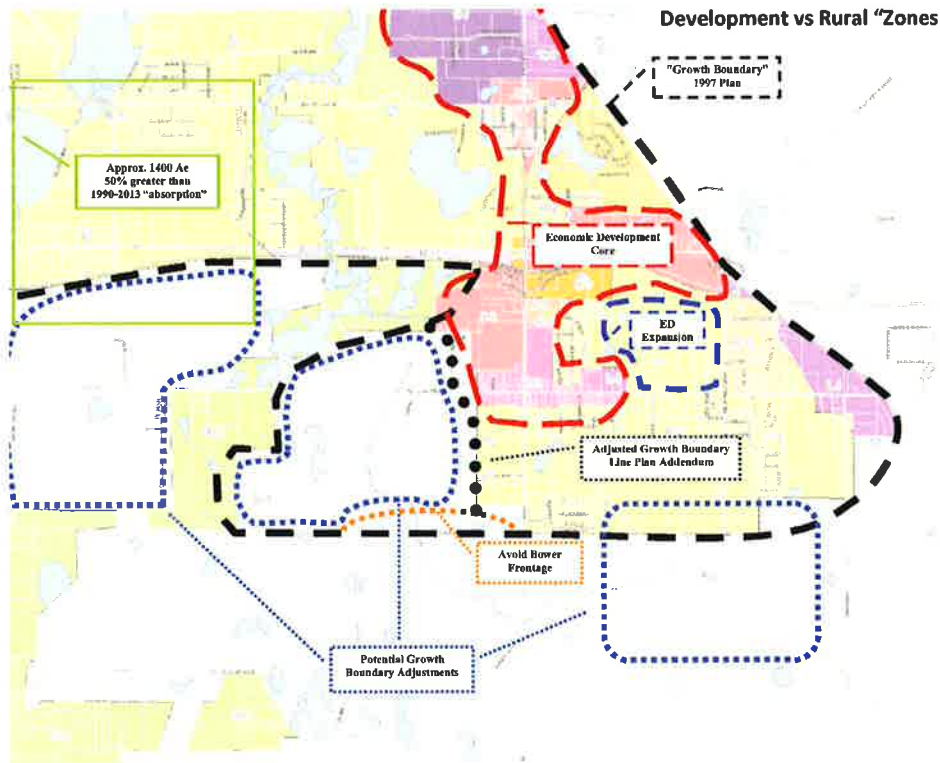
CLIENT INFORMATION
The City of Gahanna
200 South Hamilton
Gahanna, OH 43230

SERVICES PROVIDED
Visioning
Zoning Code Update
Design Standards
Community Engagement

Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

D. RELEVANT PROJECT EXPERIENCE

Rootstown Township – Comprehensive Land Use Plan Update Rootstown Township, Ohio



COMPLETION
2016

CLIENT INFORMATION
Rootstown Township
Joe Paulus, Trustee
3988 SR 44
Rootstown, OH 44272
330.281.8592

SERVICES PROVIDED
Comprehensive Land Use Plan
Committee Meetings
Stakeholder Interviews
Public Forum
Analysis of Regional Development Trends
Mapping Updates
Development Influencer Analysis
Compilation of Baseline Data
Alternative Direction Development

CT Consultants drafted the Township's first comprehensive plan in 1997 and is once again working with the Township on the 2016 Plan Update.

The Northeast Ohio Medical University (NEOMED) has been an anchor in the center of the Township since 1973. In 2011, NEOMED began transforming its campus with new on-site student housing and classrooms, and establishing community amenities such

as the Health and Wellness Complex. The University's expansion plans have a direct impact on the Township's development patterns and economic development potential.

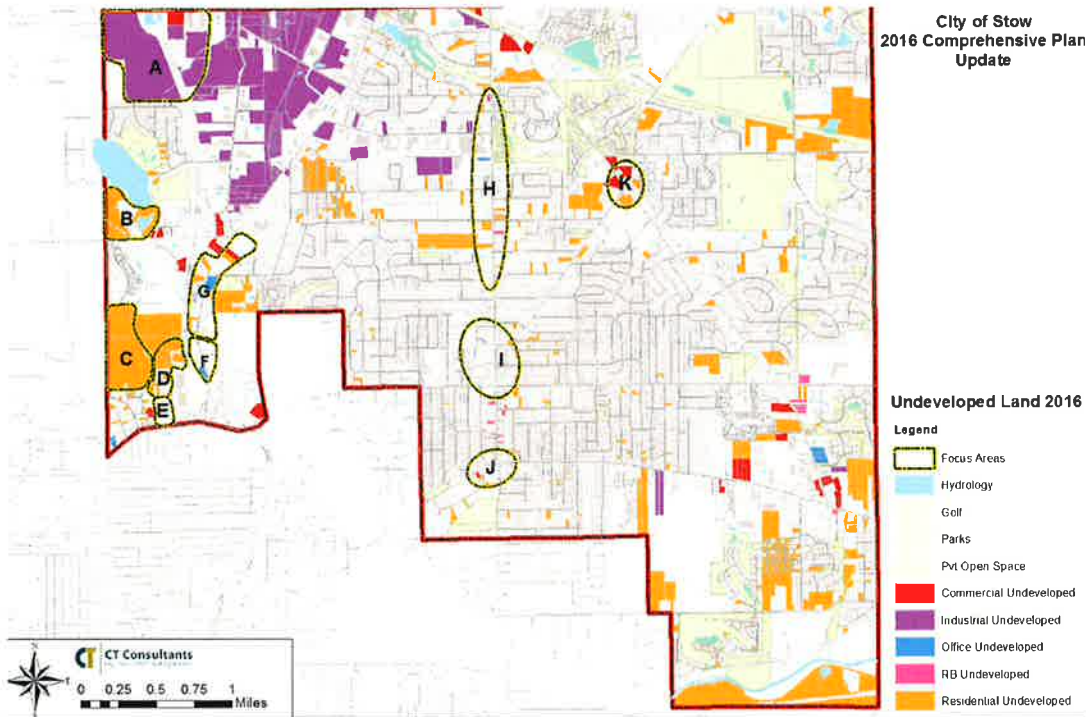
CT is working with an advisory committee comprised of residents, township officials and NEOMED representatives to help coordinate the Township's and University's goals for the future. The Plan Update recognizes the

importance of building on NEOMED as an important asset for the Township – with respect to both the direct long term economic benefit and the equally important indirect benefit related to both “quality of life” and the “marketing benefit” that will positively influence the quality of residential and non-residential development alike.

D. RELEVANT PROJECT EXPERIENCE

City of Stow – Comprehensive Plan Update

Rootstown Township, Ohio



COMPLETION
2017

CLIENT INFORMATION

City of Stow
Rob Kurtz, Planning Director
3760 Darrow Rd.
Stow, OH 44224
330.689.2811

SERVICES PROVIDED

Data Analysis
Focus Groups
Public Meetings
Policy and Strategy
Development
Maps & Illustrations

Assisted the City of Stow in assessing the progress in achieving its long-term vision first established with the 1991 Comprehensive Plan and confirmed by the 2001 Plan Update, adjusted the long-term vision and policies as needed, updated the implementation strategies, and prioritized key action steps.

The process included an assessment of current conditions and trends, including how the city has grown and developed since 2001, along with a comparison to the policies in the 2001 plan.

An ad hoc committee comprised of the Planning Commission members and Council representative worked with the project team throughout the planning process.

Three focus group sessions were conducted with key stakeholders including local business owners and property owners to obtain insights regarding issues, opportunities, and ideas for development. The results of these sessions were then presented at a community-wide meeting which shared information from the city and regional profile, highlighted development-related

accomplishments, and summarized city-wide issues and key factors of various focus areas.

City-wide policies and strategies were then developed that included: enhancing the built environment; economic development, retail policies; residential policies; parks and recreation; environmental protection; and transportation and connectivity.

Additionally, the plan provided a more detailed review of nine specific areas of the City and provided focused area policies and strategies.

D. RELEVANT PROJECT EXPERIENCE

City of Tallmadge – Comprehensive Plan Update

Rootstown Township, Ohio



CT Consultants worked with the City of Tallmadge to develop an update to the City's 1997 Comprehensive Plan. Due to the age of the existing plan, it is not uncommon to revisit, assess and revise existing strategies. In many instances, specific areas of the plan remain unchanged while others, particularly retail/industrial for the City of Tallmadge, need to be re-evaluated and identify areas of focus.

As part of the update, CT Consultants performed a data assessment, developed

and updated mapping, performed interviews with stakeholders, focus group meetings, and met with the City Administration. Several principals were identified in development the Comprehensive plan. These included: maintaining Tallmadge's high quality residential areas; continued focus on economic development; identifying supporting community facilities; and a review emerging themes that will guide policies, implementation and revised approaches.

COMPLETION

2016

CLIENT INFORMATION

City of Tallmadge
David G. Kline, Mayor
46 North Ave.
Tallmadge, OH 44278
330.633.0145

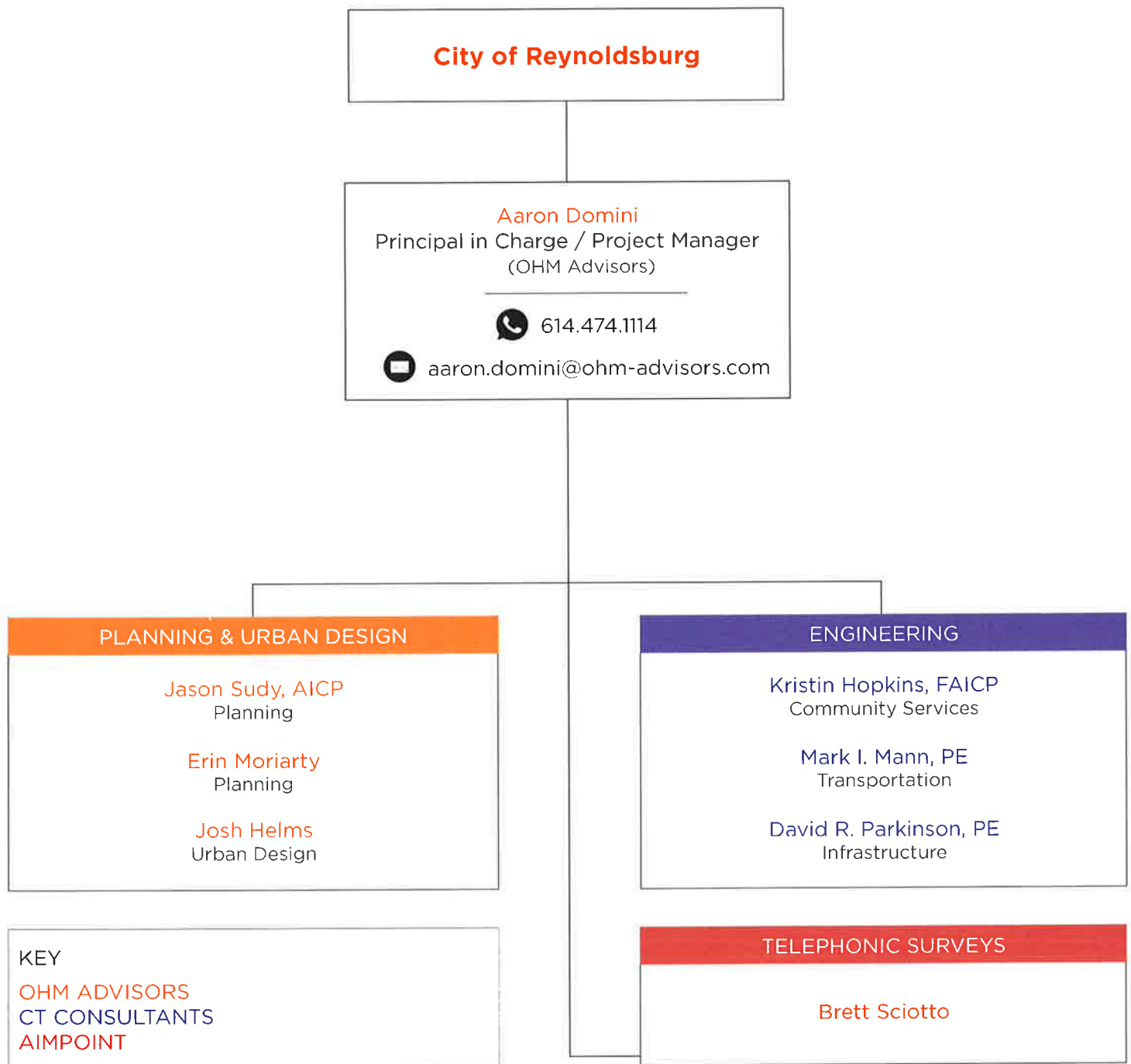
SERVICES PROVIDED

Data Assessment
New & Updated Mapping
Focus Group Meetings

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

OUR HOLISTIC APPROACH

OHM Advisors attests to the fact that the key personnel provided within this Statement of Qualifications have adequate availability to provide the services as outlined in the Request for Qualifications. We have over 400 professionals firm-wide to provide as-needed support to the City of Reynoldsburg.



Attachment: OHM SOQ 1 (OHM Advisors Comprehensive Master Plan Contract)

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Aaron Domini (OHM) | Principal in Charge / Project Manager



Background

Aaron has played a key role in developing a variety of plans for urban, rural, experience in community planning, economic development, and public policy. With over 14 years of experience, Aaron leads planning projects that build community and promote new economic opportunities for his clients. Prior to joining OHM Advisors, Aaron served as a public sector planning administrator which contributes to his ability to create plans and codes that are easily understood and implemented. Passionate about including citizens at the heart of the planning process, Aaron excels at leading and facilitating public participation to build stewardship, consensus, and support throughout the communities he serves.

Select Relevant Experience

Fairborn Land Use Comprehensive Plan Update, Fairborn, OH

Project Manager; The Comprehensive Land Use Plan update process spanned approximately twelve months and included both technical research and public involvement, resulting in an intuitive, informed, and proactive document.

Lorain Comprehensive Plan and Zoning Code Update, Lorain, OH

Project Manager; Key member of the planning team contributing to public participation and outreach efforts, facilitation of meetings with the public and steering committee, graphic representation of geospatial analysis, and strategic document text. The plan includes strategies for neighborhood stabilization and growth, economic development, business attraction, downtown revitalization and tourism.

Wooster Comprehensive Plan, City of Wooster, OH

Project Manager that assisted the City of Wooster with an update to their comprehensive plan. Our team worked closely with a steering committee and sought input from the community to ensure the plan protects and enhances the character of the community. Aaron led the extensive public engagement which resulted in a plan that identifies a vision and goals for the future and incorporates land use, transportation, utilities, public services, and parks and recreation.

Hilliard Comprehensive Plan, Hilliard, OH

Senior Planner/Project Manager; Aaron was the primary project manager for developing a comprehensive plan for the City of Hilliard, Ohio. The development of this plan focused around extensive public input. The pinnacle of the public input and plan development was a two-day design charrette in which a series of area plans were created for the plan. This plan also included a brand and character report that defined the “image” for the city through physical design elements, and land use planning strategies.

Marysville Uptown Plan, Marysville, OH

Project Manager; The Strategic Development Plan will help position the City to experience growth in a manner that is compatible with the nature of the community, maximizes opportunity, appeals to current market trends, and contributes to the overall quality of life in the community.

Education

- Master of City and Regional Planning, The Ohio State University, 2004
- Bachelor of Science, Fort Lewis College, 2002, Cum Laude

Experience

With OHM since 2010
8 years prior experience

Professional Affiliation(s)

- American Planning Association, Central Ohio Chapter
- The Ohio State University - Knowlton School of Architecture Adjunct Faculty, 2009-Present
- Ohio, Kentucky, Indiana Regional Council of Governments, 2012 Conference Committee, 2011-2012
- National Trust for Historic Preservation Member, 2009 - Present
- American Planning Association Member, 2004 - Present
- Michigan Planning Association Member
- Ohio Planning Association Member, 2010 - Present
- The Urban Land Institute, Design Juror

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Jason Sudy, AICP (OHM) | Planning



Background

Jason Sudy has 19 years of professional urban planning experience with both public and private sector clients. He has a demonstrated track record of client satisfaction and a thorough understanding of the professional planning practice.

Select Relevant Experience

Lorain Comprehensive Plan, Lorain, OH

Principal-in-Charge. The Lorain Comprehensive Plan maps a new strategy to capitalize on incredible lakefront assets while repositioning Lorain from full reliance on a manufacturing-based economy. The plan looks closely at the relationship between transportation access, potential infrastructure improvements and economic development opportunities. In order to achieve this vision for the future, our team led highly attended public meetings, seeking input and buy-in from property owners, stakeholders, and public officials. The plan analyzes existing market conditions and provides aspirational, yet real-world concepts for redevelopment. Larger-scale strategies link public realm and infrastructure improvements to regulatory updates, annexation policy, and downtown revitalization.

Siemens Redevelopment Assessment and Planning, Mount Vernon, OH

Principal-in-Charge. Siemens Corporation is in the midst of a large-scale downsizing in Mount Vernon. As the latest business interest at this 100 year-plus industrial site, this area has been a major jobs supplier to the city throughout its existence. Located only a few blocks from the historic town square and partially integrated into the city street grid, this site is unlike a typical industrial park. Collaborating with ms consultants and their facilities assessment, OHM is leading the planning approach to reposition the facility as an industrial site for the next generation. The concept of “walkable urban industrial” is driving the planning concepts and the relationship to the larger city and region. With excellent rail service, but challenging highway access to the site, the plan will outline a larger positioning strategy. Site development options are being explored, determining ways to repurpose existing facilities in a manner that serves users of various scales and requirements. The study will be complete in April of 2017.

Brice Tussing Market Study, Columbus, OH*

Lead Planner; Jason collaborated on the urban design and planning analysis of the Brice Tussing Market Study. This project crafted near-term strategies and longer term policy guidance to change a market area in recovery from steep decline.

Establishing a thorough market analysis bolstered by significant public input, the plan establishes a new direction for the area. In addition to market strategies, the plan focuses on strategic target areas, suggesting potential redevelopment approaches which involve new approaches to land use and site design as well as transportation access. Policy changes were also investigated with regard to zoning and land use policy. Limited public amenities in the area might be leveraged to create the basis for change and capitalize on the remaining destination businesses in the corridor.

**Work completed prior to joining OHM Advisors.*

Education

- Masters of City and Regional Planning, The Ohio State University, 1997
- Bachelor of Arts in Political Science, Case Western Reserve University, 1992

Experience

With OHM since 2016
19 years prior experience

Professional Certification(s)

Certified Planner, American Institute of Certified Planners

Professional Affiliation(s)

- American Planning Association
- The Ohio State University
- Italian Village Commission, Vice Chairman, 2004-2016

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Erin Moriarty (OHM) | Planning



Background

Erin is passionate about planning for people, believing a successful community stems from happy, healthy, and active residents. Utilizing her background in the visual arts, she strives to produce inclusive and effective public engagement methods, connecting with residents and empowering them to share ideas and take ownership of their community's future. Erin's previous experience working for the public sector on planning initiatives, both for a mid-size city and multi-county regional planning authority, have prepared her for the multitude of wide ranging goals communities aspire to achieve.

Select Relevant Experience

Education

- Masters of City and Regional Planning, Ohio State University, 2015
- Bachelor of Fine Arts in Fine Art, University of Dayton, 2011

Experience

With OHM since 2015
3 years prior experience

Professional Affiliation(s)

- American Planning Association Member 2015- present
- American Planning Association, Central Ohio Chapter
- Urban Land Institute

Lorain Comprehensive Plan, Lorain, OH

Key member of the planning team contributing to public participation and outreach efforts, facilitation of meetings with the public and steering committee, graphic representation of geospatial analysis, and strategic document text. The plan includes strategies for neighborhood stabilization and growth, economic development, business attraction, downtown revitalization and tourism.

Fairborn Comprehensive Plan, Fairborn, OH

Planner for this twelve-month public planning process for the City of Fairborn. Key roles included coordinating and creating promotional collateral for all meetings and events, performing the foundational research and data analysis, and generating maps and graphics for the final document.

Canal Winchester Old Town Plan, Canal Winchester, OH

Planner and Project Coordinator that facilitated meetings with the task force, stakeholders, and public in order to ascertain the community's priorities for growth during this intensive six-month planning process. Results culminated in a succinct action plan for the city's stakeholders and staff to enact positive change in the Old Town district. The Plan includes illustrated projects for both the public and private sectors including development data, site plans, and key implementation steps.

Newark Vision Plan 2028, Newark, OH

Planner and Project Coordinator for this ongoing planning process that aims to build a framework for growth over the next ten years. Utilizing extensive outreach methods to gather input from residents and stakeholders of Newark, the plan will hone in on the community's key goals and develop a strategy for implementation.

Imagine Downtown Massillon Plan, Massillon, OH

Planner and Project Coordinator for this accelerated five-month downtown planning and public participation process. The project involved coordination between city staff and OSU students tasked with data collection and analysis of existing conditions as well as extensive public input, which led to strategies for new civic space in the downtown. This includes a new layout for planned streetscape improvements, a complete redesign of a municipal courtyard into an inclusive public park and performing arts venue, and economic development tools for historic preservation and new business attraction in the downtown.

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Josh Helms (OHM) | Urban Design



Education

Bachelor of Science in
Landscape Architecture, The
Ohio State University, 2003

Experience

With OHM since 2014
11 years prior experience

Professional Affiliation(s)

- The Ohio State Knowlton
School of Architecture
Alumni Society Board of
Governors
- Mentor Program, The Ohio
State University

Background

Josh has over twelve years of experience in all areas of landscape architecture ranging from large planning projects to small urban design projects. As the lead designer for most of OHM's planning and landscape architecture projects, Josh is intricately involved in the conceptual design and schematic design phases of most projects and stays involved through construction administration to ensure continuity and provide his clients a seamless design experience.

Josh's creative vision and problem solving ability allow him to develop unique and thoughtful solutions for clients, from the development of parks to streetscape amenities to site planning for new development. His acute attention to detail ensures that sound decisions are made throughout the design and construction process. Prior to joining the OHM Advisors team, Josh was a Project Manager at POD Design for eleven years.

Select Relevant Experience

Reynoldsburg Park, Reynoldsburg, OH

Lead Designer; Josh is leading the design services for a potential greenspace project on the corner of Lancaster Avenue and Main Street. The design incorporates several pedestrian amenities including seating, bike racks, bioswales, interactive water features, a bridge connection to Blacklick Trail, signage, and parking.

Downtown Columbus Mixed-Use Development, Columbus, OH

Lead Urban Designer; responsible for providing site planning services for a mixed-use development in Downtown Columbus. As part of a design competition, our team worked with a developer to create a concept for a mixed-use, urban infill project that includes 250 apartments, 100 condominiums, 100,000 sf of office, and a hotel with 150 rooms. The site is integrated into the regional trail network and features ample public green space for recreation.

LC New Albany Road Streetscape, New Albany, OH

Urban Designer; Lifestyle Communities is currently building a new multi-family development in the heart of New Albany, OH. This development consists of a small town center with retail, clubhouse with pool and the first 'oblongabout' constructed in the area. This 'oblongabout' features an elevated seating area with decorative walls and iron fencing providing a refuge from traffic on either side. A streetscape was introduced within this area to tie in the architecture of the buildings, the 'oblongabout' and the historical accents of New Albany, Ohio. Josh had the task of creating a design for the streetscape that complimented all these elements.

Newark Downtown Streetscape, Newark OH

Urban Designer; The purpose of the project was to create a vision and plan for the future of Downtown Newark, with a focus on streetscaping, wayfinding, and enhancing the existing transportation network. Josh is the lead designer on the project and has been heavily involved in the entire design process, documentation review and direct coordination with the client and sub-consultants.

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Kristin Hopkins, FAICP (CT Consultants) | Community Services



Education

Cleveland State University,
MPA Economic Development
University of Cincinnati,
Bachelor of Urban Planning

Experience

28 years

Professional Licenses & Affiliations

- American Planning Association
- American Planning Association, Ohio Chapter
- American Institute of Certified Planners

Areas of Expertise

- Comprehensive City and Neighborhood Planning
- Citizen Participation & Public Meetings
- Land Use and Public Health
- Zoning & Other Land Use Development Regulations
- Development Services

Background

Kris is a certified urban planning professional with broad private and public sector planning experience at the city and neighborhood level, and regulatory experience. Over the course of her career, she has developed a unique combination of expertise including: research; land use planning; economic analysis; zoning, subdivision and storm water management regulations; design guidelines; community surveys, meeting facilitation, project management; and planning education and training.

Kris has continuously served in leadership roles for the Ohio Chapter and Cleveland Section of the American Planning Association since 1991, including Chapter President, Vice President, Treasurer, and Professional Development Officer. She has organized numerous local and state wide planning conferences and educational seminars. In 2016 she was inducted into the Fellows of the American Institute of Certified Planners for her contributions to the planning profession.

Select Relevant Experience

Comprehensive City and Neighborhood Plans

Stow Comprehensive Plan Update - Stow, OH; Comprehensive Plan Update - Rootstown Twp., OH; Comprehensive Land Use Plan - Springfield Township, Summit County, OH; Comprehensive Land Use Plan - Willoughby Hills, OH; Comprehensive Plan Update - Hinckley Township, Medina County, OH; Comprehensive Plan Update - Olmsted Township, Cuyahoga County, OH; Comprehensive Plan Update - Warrensville Heights, OH; Comprehensive Plan - Brooklyn, OH; Comprehensive Plan - Harrisville Township, Medina County, OH; Comprehensive Plan - Ravenna Township, Portage County, OH; Comprehensive Plan - Village of Clinton, OH; Master Plan Update - North Royalton, OH; Master Plan Update - Village of Cuyahoga Heights, OH; Old Brooklyn/Brooklyn Center Neighborhood Plan - Cleveland, OH; Rocky River Drive Master Plan - Kamm's Corners Neighborhood, Cleveland, OH

Land Use Development Regulations

Cuyahoga County Land Development Regulations: Subdivision Regulations Update and Water Management and Sediment Control Regulations – Cuyahoga County, OH; Model Zoning and Subdivision Regulations for Conservation Development, prepared for the Countryside Program. 1999 APA Ohio Award for Outstanding Focused Planning Project; PUD and Mixed Use District Updates - Shaker Heights, OH; Sign Regulations and Design Guidelines - Hudson, OH; Various Zoning District Standards and Regulations Updates – Euclid, OH

Specialized Planning Studies

Downtown Parking Supply and Demand Analysis - New Castle, PA; Creating Healthy Communities Initiative – East Cleveland, Euclid and Cuyahoga County, OH; Complete Streets Toolkit – Cuyahoga County, OH; Euclid Avenue Health Impact Assessment – Euclid, OH; Farmland Preservation Plan - Tuscarawas County, Ohio; Westlake Commercial and Industrial Regional Market Analysis – Westlake, OH; T.G. Young Community Park Master Plan - Walton Hills, OH

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

David R. Parkinson, PE (CT Consultants) | Infrastructure



Education

Purdue University, BSCE

Experience

31 years

Professional Licenses & Affiliations

- Registered Professional Engineer:
- AZ, CO, OH, WV
- Water Environment Federation American Public Works Association

Areas of Expertise

- Water Distribution Systems
- Water Storage Tanks
- Sanitary Sewers
- Stormwater
- Collection Systems
- Roadways/Streetscapes
- Culverts
- Site Development/Planning

Background

Dave has more than 30 years of experience in the successful delivery of design and construction management projects related to water, wastewater, stormwater, roads and other services required of the public sector. His primary career focus has been on managing the planning and design work for civil and municipal infrastructure projects, including managing project budgets, schedules and staffing; supervision technical staff; overseeing the preparation and review of construction contracts, plans, specifications and tender documents; and managing contract administration and construction inspection staff.

Dave's experience in Reynoldsburg dates back to 1996 and includes almost 11 years as the "City Engineer". Dave's long history with the City and its staff enables him bring a vast amount of expertise, knowledge, and experience that will help inform the process and the decisions that will need to be made in the development of the Comprehensive Master Plan.

Select Relevant Experience

- Major Commercial Corridor Streetscape Project, Reynoldsburg, OH
- State of Ohio Sanitary Trunk Sewer, Reynoldsburg, OH
- Cobblestone Run Sanitary Sewer Assessment Project, City of Reynoldsburg, OH
- Windsor Forest Sanitary Sewer Assessment Project, City of Reynoldsburg, OH
- Fenway Road Area Water Line Improvements, Columbus, OH
- Glacier Ridge Elevated Water Storage Tank and Water Booster Station
- Elevated Water Storage Tank and Transmission Main, Village of Sunbury, OH
- Park Trails Water Booster Station, M/I Homes
- Otterbein Ave & Walnut St. Roadway & Waterline Improvements, Westerville, OH
- Ohio National Guard Water Distribution & Sanitary Sewer Systems
- Various Water Improvements, Bexley, OH
- Elevated Water Storage Tank and Transmission Main, Sunbury, OH
- McDannald Estates Sanitary Sewer Assessment Project, Columbus, OH
- Prairie Run Sanitary Trunk Sewer, Sunbury, OH
- Blacklick Creek Sanitary Subtrunk Sewer B-1, Columbus, OH
- Waggoner Road Sanitary Subtrunk Sewer, Columbus, OH
- Bexley SES - Completed a sanitary sewer evaluation study for the entire city of Bexley and provided recommendations on improvements to assure capacities and mitigate basement flooding.
- Park Trails Sewage Lift Stations, M/I Homes -
- Slack Road Sewage Lift Station and Dual Barrel Force Mains, Delaware, OH
- Eastside Sewage Lift Station, City of Pataskala, OH
- Liberty Hills Sewage Lift Station Upgrades, Delaware County, OH
- Northstar Sewage Lift Station, Delaware County, OH
- Cardington WWTP Upgrades and Expansion
- New Bloomington Sewage Treatment Lagoon
- Hoover Woods Package Plant Upgrades, Delaware County Sanitary Engineer

E. PROJECT TEAM & KEY PERSONNEL QUALIFICATIONS

Brett Sciotto (Aimpoint) | Telephonic Surveys



Background

A graduate of the United States Military Academy at West Point and a former Army Intelligence Officer, President & CEO Brett Sciotto brings a practical, results-oriented approach to the civilian business world. His training in and emphasis on mission-critical information gathering and targeted research methodology make him unique in his approach to problem solving in a corporate environment. Sciotto's disciplined, vetted approach to research is coupled with his military precision in detailed analysis and final presentation to his clients. With nearly two decades of research expertise, Brett has had tremendous success advising corporate leaders, government officials and state and national organizations at all levels.

Select Relevant Experience

OHM Advisors and Aimpoint have a long-standing partnership working together on several projects including:

- **Fairborn Comprehensive Plan, Fairborn, OH**
- **Pontiac Economic Development Strategy, Pontiac, MI**
- **Miamisburg Strategic Plan, Miamisburg, OH**
- **Wooster Comprehensive Plan, Wooster, OH**
- **Northam Park Phase II, Upper Arlington, OH**

F. REFERENCES



We encourage you to contact the references listed below who can speak to the quality of our work and the effectiveness of our collaborative approach.

OHM ADVISORS

Anthony Jones

Director of Development
City of Gahanna
614.342.4015

**Gahanna Economic
Development Plan**

Fred Ernest

Executive Director
Newark Development Partners
740.403.6907

**Newark Downtown Streetscape
and Transportation Plan**

Sandra Hull

Executive Director
Main Street Wooster
330.262.6222

**Wooster Comprehensive
Plan**



"From engineering projects, vision plans to an ongoing Economic Development Plan, OHM Advisors uses an inclusive process, creative approach and produces high quality products. They are a great partner that seeks to understand the goals of the community, before proposing solutions."

-Anthony Jones, Director of Development, Gahanna, OH

CT CONSULTANTS

Joe Paulus

Trustee
Rootstown Township
330.281.8592

**Rootstown Comprehensive
Land Use Plan Update**

Rob Kurtz

Planning Director
City of Stow
330.689.2811

**Stow Comprehensive
Plan Update**

David G. Kline

Mayor
City of Tallmadge
330.633.0145

**Tallmadge
Comprehensive Plan
Update**

AIMPOINT

Michael Gebhart

Community Development
Director
Fairborn, OH 45324
937.754.3056

**Fairborn Comprehensive
Plan Update**

Alan D. McKnight

Capital Project Manager
City of Upper Arlington Parks
and Recreation Department
614.583.5047

**Northam Park Phase II
Improvements**

Andrew Dutton

City Planner
City of Wooster
330.263.5238

**Wooster Comprehensive
Plan**

G. COST PROPOSAL

OHM can complete the proposed scope of work based on two scenarios. One with a statistically valid community survey, and one without the survey.

Fee For Service With Statistically Valid Survey - \$120,000

Phase I	\$5,000
Phase II	\$15,000
Phase III	\$45,000
Phase IV	\$45,000
Phase V	\$10,000

Fee For Service Without Statistically Valid Survey - \$100,000

Phase I	\$5,000
Phase II	\$15,000
Phase III	\$25,000
Phase IV	\$45,000
Phase V	\$10,000

The consider proposed scope and fee are flexible. The OHM/CT team will work with the client if selected to finalize the scope and fee based on City/staff feedback and a refinement of the desired plan outcomes.



ARCHITECTS. ENGINEERS. PLANNERS.

September 29, 2017

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Attention: Dan Havener
Director, Department of Development

Regarding: Comprehensive Plan

Re: Downtown Plan

Dear Mr. Havener,

OHM is pleased to submit a proposal to assist the City of Reynoldsburg in creating a Comprehensive Plan. We appreciate the opportunity to work with you on this important project, and continue to transform the City of Reynoldsburg into a high-quality community. Collectively we will work to execute the scope of work as outlined in Exhibit A.

PROJECT AREA:

The project study area is the city limits and areas within a ½ mile of the City limits.

ASSUMPTIONS:

The following assumptions have been made in preparing the proposed approach. These assumptions not only shape the approach, but also the timeline and proposed cost.

1. The OHM Team will be led by Aaron Domini (Principal / Senior Planner). Aaron Domini will serve as the principal in charge for OHM Advisors.
2. The Client, City of Reynoldsburg, will be led by Liberty Schindel or an appointed staff member or representative.
3. OHM anticipates working closely with city staff and leadership, as well as community stakeholders to complete the scope of work.
4. OHM proposes to setup a project steering committee made up of city staff, leaderships, and local stakeholders to guide the planning process. This group herein and within Exhibit A will be referred to as 'the steering committee'.

SCOPE OF WORK:

See Exhibit A.

FEE AND REIMBURSABLE EXPENSES:

The proposed scope of work as outlined in Exhibit A will be completed for a lump sum fee of \$120,000 to be billed monthly on a percent complete basis.

AUTHORIZATION:

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of

Reynoldsburg and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.474.1114 with any questions or for additional information.

Regards,

A handwritten signature in black ink, appearing to read 'Aaron Domini', written over a horizontal line.

Aaron Domini
Principal, OHM Advisors



STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.
2. SERVICES TO BE PROVIDED – OHM will perform planning services as outlined herein for a lump sum fee of \$120,000 to be billed monthly on a percent complete basis.
3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:
 - a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
 - c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed in a timeframe as determined by the client. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.
5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.
7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional



errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

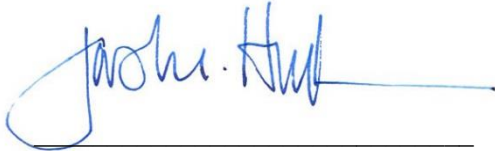
15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences,

techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. **DISPUTE RESOLUTION** – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ACCEPTED

OHM Advisors



James M. Houk, ASLA, AICP
Vice President, Managing Director of Ohio

ACCEPTED

A. PROJECT UNDERSTANDING & APPROACH

PHASE 1: PREPARING FOR THE PLAN

Task 1.1 – Getting Organized

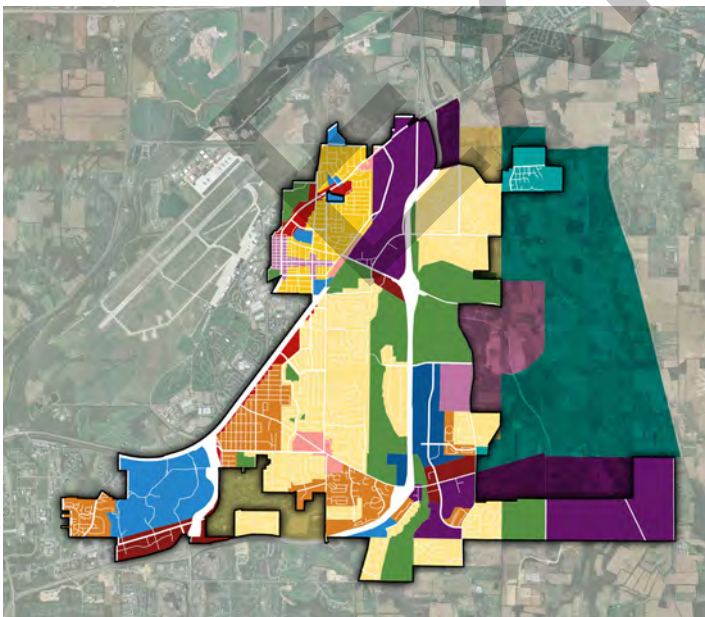
OHM Advisors and staff will have a ‘kickoff’ work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and invite members, and establish the finalized logistics and detailed schedules for the project.

Task 1.2 – Develop Project Brand and Website

As part of this task, OHM will develop a project logo and brand, as well as a project website. The website will serve as the main social media outreach tool. The website will be developed and housed by OHM unless otherwise requested by the client. The website will be utilized as a resource to disseminate information, solicit digital feedback, and provide project updates. Note that these branding elements will be specific to the project, and not interfere with the branding of the city / community.

Task 1.3 – Assemble Mapping Data and Prepare Maps

As part of this task, the planning team will collect and assemble data to create base maps of Reynoldsburg. This step will utilize data provided by the City of Reynoldsburg, Franklin / Licking County, and various state organizations. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. These maps will be used in later tasks.



Future Land Use Map, Fairborn, OH

Task 1.4 – Review Current Plans and Policies

OHM will assemble and review all relevant planning and zoning documents that directly address the current and future conditions of the City. This will include, but is not limited to, zoning district maps, development policies, and capital improvement plans.

Task 1.5 – Project Kick-Off (Steering Committee Meeting 1)

OHM will begin the project by facilitating a kick-off meeting with the steering committee to review the project work plan and project schedule. The kick-off meeting will serve as a way to make sure all the participants in the planning process understand the schedule and deliverables that will result from each task. OHM will lead an open and transparent discussion with the steering committee that focuses on the end result and process to ensure all expectations are met. The planned outcome of the discussion will be a set of project goals the consultant team and the steering committee will consider throughout the planning process.

PHASE 2: UNDERSTANDING THE CONTEXT

Task 2.1 – Existing Conditions Analysis

OHM will conduct a thorough analysis of the existing conditions in the Reynoldsburg community. The analysis will focus on past, current, and future trends in the community, and region, which will inform the development of the Plan. This may include but is not limited to the following:

- Demographic and Population
- Land Use
- Park, Open Space, and Recreation
- Development Character
- Community Services
- Mobility
- Public Utilities
- Economic Development
- Downtown

Task 2.2 – Existing Conditions Presentation and Preparing for Community Outreach (Steering Committee Meeting 2)

OHM will present the findings of the existing conditions research to the steering committee for review. OHM will use a combination of editing and auditing techniques at each session to clarify, validate and/or modify the existing conditions research. It is not the intention to discuss and reach agreement on every aspect of the research, rather the intent is to have a discussion related to the research and how it will inform the development of the Plan.

A. PROJECT UNDERSTANDING & APPROACH

OHM will also present key elements of the community outreach strategy. This will include a presentation of the draft community survey for review by the steering committee prior to launching the survey in Phase 3. This will be a critical step to ensure the survey poses questions that are important to the discovery of key issues and opportunities facing the community which will guide the steering committee in the development of the Plan. The steering committee will also be asked to provide stakeholder nominations identifying community members to participate in the small group meetings in Phase 3.



PHASE 3: ENGAGE AND LISTEN

Task 3.1 – Small Public Meetings

The consultant team will meet with prominent groups within the community identified by the client team and steering committee in Phase 2. These may include groups, such as, the Reynoldsburg-Pickerington Rotary Club, the Senior Citizens of Reynoldsburg (SCOR), and the Reynoldsburg City School District. At these meetings, the consultant team will conduct an idea generation and mapping exercise with the groups to initiate dialogue on the future of the City. The consultant team will record these answers, which will be used in later tasks.

Task 3.2 – Town Hall Meeting Presentation

The consultant team will work with City Council to provide a 15-30 minute presentation during the regularly scheduled Town Hall Meetings. This will be an informative presentation, outlining the project and allowing for public inquiry. The presentation will serve as a “kickoff” for the general public engagement initiative and help to build community momentum and bring attention to future public participation opportunities.

Task 3.3 – Online Engagement

The consultant team will provide a web-based survey to be hosted on the project webpage and will be accessible through computers and mobile devices. All activities conducted at the town hall meetings will be duplicated on the website, allowing community members to become involved in the public input process conveniently and without constraints on time and location.

Task 3.4 – Phone Survey

The consultant team will develop and conduct a statistically-valid telephonic survey of citizens and stakeholders/business community members that will provide city officials with strategic insight into their current attitudes, beliefs, and priorities related to the future of the City. This insight will provide a backdrop for the Plan by quantifying perceptions of local economic conditions, expectations, and priority issues of the stakeholder and business community. It will also help identify areas where leaders can communicate more effectively to position the City for the future and address local and regional economic concerns. Note this survey will not include general community satisfaction questions, but will rather be focused on land use and economic development conditions, policies, and future recommendations.



PHASE 4: DEVELOPING THE PLAN

Task 4.1 - Creating the Plan Goals and Objectives (Steering Committee Meeting 3)

The purpose of this meeting is to translate the results of Phases 2-3 into the Plan framework. The existing conditions and community outreach findings will be categorized by each chapter of the Plan, and presented in a clean and concise manner. OHM has developed a technique to enable the steering committee to review the categorized results of the previous tasks to develop goal statements that describe in simple terms the desired outcome for each element of the Plan. Once the goals are established, OHM will present a list of draft development principles. The development principles are statements of intent that describe the desired outcome of future growth and development in the City. OHM will also create and present a draft land use map to the committee for review. The goals, principles, and land use plan will be used to shape a plan for the City, and should be used to evaluate the compatibility of future projects, programs, policies, and developments.

Task 4.2 - Identifying the Target Redevelopment Areas

The purpose of this task is to dig down and apply the vision, goals, and objectives to specific focus areas in the City, such as the former K-Mart site on Brice Road or the Kroger site on Main Street. These areas will be rendered or modeled using computer graphics in detail to illustrate how these areas could be redeveloped with targeted strategies. The results of this task will show how the vision translates to the built environment, and will serve as a powerful marketing tool to communicate the vision and development potential to the private sector.

A. PROJECT UNDERSTANDING & APPROACH

Task 4.3 - Getting It Done – Plan Strategies (Steering Committee Meeting 4)

Once the goals and development principles are created, the next step in creating the Plan is identifying the actions to achieve the goals and principles. During this meeting, OHM will work with the steering committee to develop the objectives and strategies (implementation) to achieve the desired outcomes of goals and principles. Each strategy will include a timeframe, responsible party, and cost estimate to achieve the strategy. This will help guide and inform the City when managing the Plan in the future.

PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION

Task 5.1 – Prepare Draft Plan (Steering Committee Meeting 5)

OHM will prepare the initial draft of the Comprehensive Plan. All previous work will be integrated into this draft. OHM will submit the document to the client team for comments. The staff comments will be addressed and the draft will be submitted to the steering committee for review. The outcome from these meetings will be incorporated into the final draft that will be recommended for adoption by the steering committee.



Task 5.2 – Town Hall Meeting 2/Online Review

OHM Advisors will participate in a second town hall meeting to present the final Plan. The meeting will offer the public an opportunity to review the final Plan and provide feedback to the planning team. The goal of the meeting will be to give citizens an opportunity to ask questions of the City staff, the steering committee, and OHM/CT. Participants will have the opportunity to fill out a comment card in response to the information presented.

Task 5.3 - Implementation and Accountability Plan

The consultant team recommends that implementation steps be taken immediately following the release of the report in order to benefit from the momentum and good-will created by the planning process. The consultant team will create an implementation plan and advise the City on the implementation and long term management of the Plan. This will include a standalone accountability plan/matrix that is intended to be used on a more 'day to day' basis instead of the full Plan.

Task 5.4 - Final Plan Deliverables

After review and adoption by the elected and appointed officials, OHM Advisors will provide:

- five bound copies and an electronic copy of the Final Comprehensive Plan;
- all maps and technical data to be organized, digitally packaged (ArcView file format), and delivered to the City;
- an electronic PDF of all project related files as requested by the client.

PROJECT TIMELINE

PROJECT PHASES	MONTH									
	1	2	3	4	5	6	7	8	9	10
PHASE 1: PREPARING FOR THE PLAN										
PHASE 2: UNDERSTANDING THE CONTEXT										
PHASE 3: ENGAGE AND LISTEN										
PHASE 4: DEVELOPING AND TESTING THE PLAN										
PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION										

Richard E. Harris
City Auditor

7232 East Main Street
Reynoldsburg, Ohio 43068
Telephone (614) 322-6862
FAX (614) 322-6857

Memo

To: April Beggerow Council Clerk

From: Richard Harris City Auditor

Re: Legislative Request for City Master Plan

CC Bill Sampson Service Director
Dan Havener Development Director

I am asking that you add the following language to the above Legislative Request.

Request Council Appropriate \$120,000 from the Unappropriated General Fund to account number 110.580.5339 Misc Contract Services. This is to pay for the contract

Attachment: 2017-10-03 Auditor Memo (OHM Advisors Comprehensive Master Plan Contract)

Police Department**Bill Early****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6935 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (First Reading 10/09/2017).

Please remove fixed asset number 2291 Finger Print Machine. The equipment is no longer operable and should be disposed of.

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
INCOME TAX FUND TO AN ACCOUNT IN THE CITY INCOME
TAX DEPARTMENT. (First Reading 10/09/2017).

Request Council Appropriate \$60,000 from the Unappropriated Income Tax fund to account number 220.564.5529 Misc Distributions. This is to pay additional RITA Retainer because Income Tax Collection has increased with the Income Tax Increase.

Building Department**John Paszke****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: October 23, 2017**TO: Safety Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Amending Section
1305.03 Commercial Fee Schedule and Section 1305.12 State Fees of
Chapter 1305 Permits and Fees. (Second Reading 10/9/2017).**

See attached documentation for proposed code amendments.

CHAPTER 1305 Permits and Fees

1305.01 Plan Review Fees	1305.07 Demolition Permits
1305.02 Residential Fee Schedule	1305.08 Re-inspections
1305.03 Commercial Fee Schedule	1305.09 Contractor Registration
1305.04 Plumbing Permits	1305.10 Granting and Revoking of Permits
1305.05 Permit Addresses	1305.11 Exemptions
1305.06 Certificate of Occupancy	1305.12 State Fees

1305.01 PLAN REVIEW FEES

1. Residential Plan Review Fees performed in-house

New Single Family Dwelling - \$75.00 (for initial review and 1 re-submittal)

New Two and Three Family Dwellings - \$50.00 per unit (for initial review and 1 re-submittal)

Alterations, Additions, and Accessory Structures - \$40.00 (for initial review and 1 re-submittal)

Plan Revision - \$25.00

****A non-refundable residential application deposit in the amount of \$50.00 is required at the time of the application submittal. The deposit will be applied toward the plan examination and permit fees at the time of issuance.**

2. Residential Plan Review Fees performed by a contracted plan reviewer

One, Two and Three Family Dwellings – will be the plan review fee charged to the City of Reynoldsburg by the contracted plan reviewer, plus a \$20.00 processing fee.

Alterations, Additions, and Accessory Structures - will be the plan review fee charged to the City of Reynoldsburg by the contracted plan reviewer, plus a \$20.00 processing fee.

****A non-refundable residential application deposit in the amount of \$50.00 is required at the time of the application submittal. The deposit will be applied toward the plan examination and permit fees at the time of issuance.**

3. Commercial Plan Review Fees performed by a contracted plan reviewer

All Buildings, Accessory Structures and Residential Structures above three (3) family covered by the Ohio Building Code – will be the plan review fee charged to the City of Reynoldsburg by the contracted plan reviewer, plus a \$75.00 processing fee.

****A non-refundable application deposit is required in the amount of \$200.00 at the time of the application submittal. The deposit will be applied toward plan examination and permit fees at the time of issuance.**

Note: The fees listed above do not include the State of Ohio 1% fee for residential or the State of Ohio 3% fee for commercial.

1305.02 RESIDENTIAL FEE SCHEDULE

All permits for work regulated by the Residential Code of Ohio.

Permits for new buildings, additions/alterations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.

Residential Building Permit Fees

New Structures (One, Two & Three Family Dwellings) - \$300.00 plus \$8.00 per 100 square feet of living square footage per residence

Additions, Garages and Accessory structures - \$75.00 plus \$8.00 per 100 square feet

Alterations, Renovations, Screened/Enclosed porches, Basement finishes – \$75.00 plus \$7.00 per 100 square foot

Decks -- \$75.00

Minor Building Work* -- \$50.00

Demolition Permits -- \$100.00

Residential Electrical Permit Fees

New Electrical (One, Two & Three Family Dwellings, Room Additions, Garages and Accessory structures) - \$50.00 plus \$4.00 per 100 square foot

Alterations, Renovations, Screened/Enclosed porches, Basement finishes – \$50.00 plus \$3.00 per 100 square foot

Electrical Service upgrade, Temporary Electric, Generators - \$50.00

Minor Electrical Work* - \$50.00

Residential HVAC Permit Fees

New HVAC (One, Two & Three Family Dwellings, Room Additions, Garages and Accessory structures) - \$50.00 plus \$4.00 per 100 square foot

Alterations, Renovations, Screened/Enclosed porches, Basement finishes – \$50.00 plus \$3.00 per 100 square foot

Replacement of Furnace, A/C, Heat pump, Air Handler, Ventilation or Water Heater - \$50.00 per unit

Gas Piping - \$50.00

Fireplace - \$50.00

Minor HVAC Work* - \$50.00

Residential Plumbing Permit Fees

** Permit fees are determined by Franklin County Public Health. All permitting is completed by the City of Reynoldsburg

Residential Swimming Pool Permit Fees

Above Ground pool - \$50.00

In-Ground pool - \$100.00

Miscellaneous Residential Fees

Certificate of Occupancy - \$75.00

Temporary Certificate of Occupancy - \$125.00

Building Inspection Card Replacement - \$50.00

Inspection fee (to secure a building structure or site) - \$75.00

Re-inspection fee - \$50.00

Special Inspections (inspections required/requested other than during regular business hours) - \$100.00 per hour

Extension of a permit (which has expired for 180 days or less) – fee is one-half the amount required for a new permit

Work started without a permit – Twice the regular permit fees.

Industrialized units, Pre-fabricated assemblies, relocated building(s) - \$150.00 per unit/building
Temporary/Construction Office Trailer - \$75.00 per trailer

Antenna Tower/Satellite Dish Over 8 feet in height - \$50.00

Note: The fees listed here do not include the State of Ohio 1% fees.

*Consultation with the Building Division is required to determine Minor Work.

1305.03 COMMERCIAL FEE SCHEDULE

All permits issued for work regulated by the Ohio Building Code.

Permits for new buildings, additions/alterations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.

Commercial Building Permit Fees

New Shell Buildings – \$200.00 plus \$4.00 per 100 square foot

New Structures with finished interiors and Additions - \$200.00 plus \$7.00 per 100 square feet

Alterations, Renovations, and Tenant Finishes– \$200.00 plus \$4.00 per 100 square foot

Decks - \$100.00

Demolition Permit -- \$200.00

Tents (regulated by the Ohio Building Code) - \$50.00 for the first tent, \$25.00 for each additional tent

Minor Building Work - \$75.00

Commercial Electrical Permit Fees

New Electrical Shell Buildings - \$100.00 plus \$3.00 per 100 square foot

New Electrical with finished interiors/Additions - \$100.00 plus \$5.00 per 100 square foot

Electrical Alterations, Renovations, and Tenant Finishes – \$100.00 plus \$3.00 per 100 square foot

Low voltage permit - \$75.00 plus \$2.00 per 100 square foot

Electrical Service upgrade, Temporary Electric, Generators - \$75.00

Electric Pole-Base Lighting - \$100.00 plus \$25.00 per pole

Minor Electrical Work* - \$75.00

Commercial HVAC Permit Fees

New HVAC Shell Buildings - \$100.00 plus \$3.00 per 100 square foot

New HVAC with finished interiors/Additions - \$100.00 plus \$5.00 per 100 square foot

HVAC Alterations, Renovations, and Tenant Finishes – \$100.00 plus \$3.00 per 100 square foot

Replacement of Furnace, A/C, Heat pump, Air Handler, Ventilation, Cooling Systems, Boilers or Water Heater - \$75.00 per unit

Kitchen Exhaust Hood, Refrigeration or Walk-in Coolers - \$75.00

Gas Piping - \$75.00

Fireplace - \$75.00

Minor HVAC Work* - \$75.00

Fire Suppression Permit Fees

New Fire Suppression Shell Buildings - \$100.00 plus \$2.00 per 100 square foot

New Fire Suppression with finished interiors/Additions - \$100.00 plus \$3.00 per 100 square foot

Fire Suppression Alterations, Renovations, and Tenant Finishes – \$100.00 plus \$2.00 per 100 square foot

Kitchen Hood Suppression System - \$100.00

Minor Fire Suppression Work - \$75.00

Fire Alarm Permit Fees

New Fire Alarm Shell Buildings - \$100.00 plus \$2.00 per 100 square foot

New Fire Alarm with finished interiors/Additions - \$100.00 plus \$3.00 per 100 square foot

Fire Alarm Alterations, Renovations, and Tenant Finishes – \$100.00 plus \$2.00 per 100 square foot

Minor Fire ~~Suppression~~ Alarm Work - \$75.00

Commercial Plumbing Permit Fees

** Permit fees are determined by Franklin County Public Health. All permitting is completed by the City of Reynoldsburg

Commercial Sign Permit Fees

Wall Signs, Projected Signs, Awning/Canopy - \$50.00 each

Ground Sign or Pole - \$100.00 each

Commercial Swimming Pool Permit Fee

Pools - \$150.00

Miscellaneous Commercial Fees

Certificate of Occupancy - \$100.00

Temporary Certificate of Occupancy - \$150.00

Building Inspection Card Replacement - \$50.00

Inspection fee (to secure a building structure or site or for the purpose of checking for compliance with, or changing the Use Group as defined by the OBC of an existing building with no work proposed which would require a plan approval) - \$75.00

Re-inspection fee - \$75.00

Special Inspections (inspections required/requested other than during regular business hours) - \$100.00 per hour minimum of three (3) hours

Extension of a permit (which has expired for 180 days or less) – fee is one-half the amount required for a new permit

Work started without a permit – Twice the regular permit fees

Industrialized units, Pre-fabricated assemblies, relocated building(s) - \$150.00 per unit/building

Temporary/Construction Office Trailer - \$75.00 per trailer

New Communication Tower - \$1,500.00

Communication Tower modification - \$500.00

Note: The fees listed here do not include the State of Ohio 3% fees.

*Consultation with the Building Division is required to determine Minor Work.

1305.04 PLUMBING PERMIT

1. Plumbing permits shall be required as follows:
 - a. For all buildings, a separate plumbing permit shall be required for each certified address.
2. Plumbing permit fees will be the fee charged the City of Reynoldsburg by the contracted plumbing inspection provider.
3. Permits for private sewage disposal systems shall be obtained from Franklin County Public Health.

1305.05 PERMIT ADDRESSES

For all permits excluding plumbing, a separate permit shall be required for each certified address, unless otherwise directed by the Chief Building Official.

1305.06 CERTIFICATE OF OCCUPANCY

1. No new building, or structure shall be used or occupied and no change in the existing type of occupancy classification of a building or portion thereof shall be made until the Chief Building Official has issued a certificate of occupancy.
2. A separate certificate of occupancy shall be required for each certified address.

1305.07 DEMOLITION PERMIT

1. A demolition permit shall be required for any work in conjunction with the demolition of any portion of an existing building or structure.
2. No permit to remove or raze a building or accessory structure shall be granted until notice of the application therefore has been given to the owners of the lots adjoining the lot upon which the building or accessory structure is to be moved, and to the owners of wires or other impediments the removal of which will be necessary; not until a bond of not less than ten thousand dollars (\$10,000.00) has been filed with the Service Director to indemnify the City for damages.

1305.08 RE-INSPECTIONS

1. In the event that work covered by any permit or inspection required by the Building Code is not

installed or completed, or both, in accordance with the Building Code, thereby requires one or more re-inspections, the building inspector shall assess a fee for each re-inspection.

2. The building inspector may waive the requirement for a re-inspection fee if it is determined that failure to complete or install the work according to the Building Code was caused by circumstance beyond the control of the contractor/owner.

1305.09 CONTRACTOR REGISTRATION

1. Contractor Registration shall be required by any contractor who may work in the city. All registrations expire on December 31st of the year issued. Contractors entering the city must apply prior to working their first job. Before the issuance of a contractor's registration, each registrant shall furnish proof of premises operations liability insurance with a minimum combined bodily injury and property damage limit of five hundred thousand (\$500,000.00) listing the city as the certificate holder or equivalent. The city also requires a thirty day notice of cancellation. All contractors must comply with all applicable building codes and codified ordinances of the City of Reynoldsburg. The Service Director of the city may revoke a contractor's registration if the work for which the permit is granted does not comply with applicable building codes or the construction specification requirements enforced by the City of Reynoldsburg.
2. The fee for contractor registration is seventy-five dollars (\$75.00) per trade.
3. A \$10,000.00 bond will be required for any work approved by the Building Division occurring in the city right-of-way.
4. The following contractors must have a license from the State of Ohio, and proof of insurance in order to obtain a City of Reynoldsburg contractor's registration including but not limited to:
 - a. Heating, ventilation, and air conditioning contractor
 - b. Refrigeration contractor
 - c. Hydronics contractor
 - d. Electrical contractor
 - e. Plumbing contractor
 - f. Fire Protection contractor
5. The following contractors must provide proof of insurance in order to obtain a City of Reynoldsburg contractor's registration including but not limited to:
 - a. General contractor
 - b. Concrete contractor
 - c. Home Improvement contractor
 - d. Sign contractor
 - e. Asphalt contractor
 - f. Swimming pool contractor
 - g. Low voltage contractor

- h. Excavation contractor
 - i. Landscape contractor
 - j. Masonry contractor
 - k. Framing contractor
 - l. Siding contractor
 - m. Roofing contractor
 - n. Insulation contractor
6. General contractors shall list every subcontractor on each job. General contractors that intend to do work that would normally be done by a subcontractor shall obtain a registration for that trade in addition to the general license. Framing, masonry, drainage, siding, roofing, and insulation are considered normal functions of the general contractor. The general contractor may not perform subcontract functions unless he has a general contract for the entire building.
 7. The fee for starting work without registering as a contractor shall be twice the regular registration fee.

1305.10 GRANTING AND REVOKING OF PERMITS

1. Permit Required. A permit shall be obtained before beginning construction, alteration or repairs, other than ordinary repairs (maintenance). Approval from all city departments shall be obtained before a permit will be granted.
2. Any person wanting to do any work which requires a permit shall pay the required fees to the City of Reynoldsburg, Building Division at the time the permit is issued. The applicant shall reimburse the city for expenses involved for any plan review or other contracted consultant services required to satisfy needs for the issuance of a permit. Permits shall not be issued until these expenses and or fees have been paid.
3. Any owner, contractor or authorized agent who desires to obtain a permit shall first make application to the Chief Building Official. Each application for a permit shall be filed with the Chief Building Official. The application shall be signed by the owner or his/her agent. The permit application shall contain a general description of the proposed work, site address, applicants address and any other information pertaining to the permit.
4. When a permit is issued, there shall be no refund after the fees have been deposited into the City of Reynoldsburg accounts.
5. A permit shall be revoked if after six (6) months the work for which the permit is granted has not continuously progressed toward completion.
6. Application for which no permit is issued within one hundred eighty (180) days of filing shall be deemed expired. Reapplication shall include resubmittal of plans and fees. One extension of time for a period of not more than ninety (90) days shall be permitted to be allowed by the Chief Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

7. A person holding an unexpired permit shall be permitted to apply for a one-time one hundred eighty (180) day extension provided the person shows good and satisfactory reasons beyond control that the work cannot be commenced within the one hundred eighty (180) day period from the original permit issue date. No additional fee is required for this one-time extension.
8. A permit which has expired for one hundred eighty (180) days or less shall be permitted to be renewed provided no changes have been made in the original plans and specifications and provided no code changes have taken place. The renewal fee shall be one-half (1/2) the amount required for a new permit. Permits which have been expired for greater than one hundred eighty (180) days require a new application and payment of the full permit fee.
9. If a permit has been revoked for noncompliance, a new permit shall be obtained if the work is to be corrected and completed by another party.
10. The fee for work started without a permit shall be twice the regular permit fee.

1305.11 EXEMPTIONS

1. The building code shall be applicable to the buildings owned and occupied by the City, its departments and divisions; and the City shall comply with all building code requirements. The City shall be exempt from payment of fees relating to work performed solely by City employees upon City-owned buildings, structures or sites. Fees which may be exempt in such limited circumstances include those normally assessed for permits, certificates, inspections, and appeals. Work performed for the City by any other person, firm, or corporations shall comply fully with all building code requirements including payment of all applicable fees.
2. The provisions of subsection (1) hereof also apply to the counties of Fairfield, Franklin, and Licking, the State of Ohio, the United States of America, the Truro Township Trustees, the Metropolitan Park Board, and the Reynoldsburg Board of Education.

1305.12 STATE FEES

1. All construction permits issued for work regulated by ~~the~~ the Ohio Building Code will be assessed a State ~~fee~~ fee of 3%.
2. All construction permits issued for work regulated by the Residential Code of Ohio will be assessed a State ~~fee~~ fee of 1%.

Building Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: October 23, 2017**TO: Safety Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Amending Section
1301.01 Department Established; Duties of Building Official of
Chapter 1301 Building Division and Section 1325.03 Definitions of
Chapter 1325 Residential Code of Ohio for 1, 2, and 3 Family
Dwellings. (Second Reading 10/9/2017).**

Please see attached document for text of proposed code revision.

1301.01 DEPARTMENT ESTABLISHED; DUTIES OF BUILDING OFFICIAL.

(a) The Building Division is hereby created and shall consist of a Building ~~Inspector~~Official and such other deputies and assistants as may be provided by Council.

(b) The Building Official shall be charged with the enforcement of the Building Code ~~and the Housing Maintenance and Occupancy Code~~ of the City and shall possess the powers and duties contained therein. The Building Official shall also possess such powers as are granted to Building Officials by the Ohio Revised Code and Ohio Administrative Code, or assigned by any portion of the Codified Ordinances.

1325.03 DEFINITIONS.

Wherever used in the Residential Code of Ohio for 1, 2 and 3 Family Dwellings adopted in Section 1325.01, the following terms shall have the meanings respectively ascribed to them.

(c) "Building Official" means the Building ~~Inspector~~Official of the City of Reynoldsburg.

(e) "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a permanent location on the ground. Structures include, but shall not be limited to, antennas, buildings, fences, signs, towers, and walls.

(f) "Structure, Accessory" means a structure located on the same lot with, and of a nature customarily incidental and subordinate to, the main structure. Accessory structures include, but shall not be limited to, an antenna, a deck, a garage, a swimming pool, a sign, a shed, and a tower.

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **October 23, 2017**

TO: **Finance Committee**

RE: **ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF
THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND
FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH
SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.
(Second Reading 10/09/2017).**

Authorization for the Mayor to enter into a contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services from January 1, 2018 to December 31, 2018. The cost of services is based upon per capita rate of \$8.28 for a population of 36,540 totaling \$302,551.20.

RECEIVED
SEP 11 2017
City of Reynoldsburg
Office of the Mayor

FRANKLIN COUNTY PUBLIC HEALTH 2018 HEALTH SERVICES CONTRACT

Between:

The Board of Health
of the Franklin County General Health District
280 East Broad Street
Columbus, Oh 43215

and

The City of Reynoldsburg, Ohio
7232 E. Main Street
Reynoldsburg, OH 43068

Contact us at: (614) 525-3160 / Fax (614) 525-6672
www.myfcph.org

Attachment: 2018 Franklin County Public Health (2018 Franklin County Public Health Contract)

Pursuant to Revised Code 3709.08(C), once the director of health determines that Franklin County Public Health is organized and equipped to provide the services, the Franklin County Board of Health shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City of Reynoldsburg. And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County Board of Health, including the Franklin County General Health District and the City of Reynoldsburg.

Such services shall be rendered, if appropriate and necessary, when requested by the citizens of Reynoldsburg, Ohio, officials of city government, school authorities or medical personnel practicing in or around the City of Reynoldsburg, Ohio or when required by state statute.

The City Attorney of Reynoldsburg, Ohio shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City of Reynoldsburg hereby irrevocably consents to such jurisdiction.

SECTION 2. Said public health services shall be furnished beginning January 1, 2018 and ending December 31, 2018 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3. Franklin County Public Health will provide ongoing communication with the Mayor/City Manager and his or her designees through a webinar or conference call at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the citizens of Reynoldsburg will be provided upon request.

SECTION 4. The City of Reynoldsburg, Ohio shall pay to Franklin County Public Health for said public health services furnished to the City of Reynoldsburg, Ohio and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.28.

SECTION 5. Said sum or sums of money shall be paid by the said City of Reynoldsburg, Ohio to said Franklin County Public Health upon receipt of semi-annual invoices by the Franklin County Board of Health on the first day of

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

Mayor Brad McCloud Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Reynoldsburg, Ohio



Franklin County Public Health

280 East Broad Street • Columbus, Ohio • 43215-45

September 8, 2017

Mayor Brad McCloud
City of Reynoldsburg
7232 E. Main St.
Reynoldsburg, OH 43068

RECEIVED

SEP 11 2017

City of Reynoldsburg
Office of the Mayor

Dear Mayor McCloud:

On behalf of Franklin County Public Health, I would like to thank you for continuing to partner with us to provide public health services to your residents. We take pride in being an accredited health department and remain committed to meeting the needs of our residents through enhanced transparency, continuous quality improvement and excellent customer service. Our day to day work of preventing disease, promoting healthy living and protecting against public health threats through education, policies, programs and partnerships continues to grow as your community grows.

As we move toward a new year and our 2018 contract, we wanted to notify you that Franklin County Public Health is requesting a 5% increase in your charge for public health services in 2018. This is a per capita rate of \$8.28.

Based on the per capital rate of \$8.28 approved by the Franklin County Board of Health on August 8, 2017, the annual cost of your 2018 contract will be \$302,551.20. Your total cost is determined by multiplying your city's population figures by the per capita rate. Based on the MORPC population estimate, the population figure for your city is 36,540.

Enclosed are two original contracts for your signature. Please sign and return both contracts to the attention of Andrea Harless. Once all signatures are obtained, a fully executed contract will be returned to you.

If you need further assistance or have questions about your 2018 contract, please call me at (614) 525-4722 or our Director of Financial and Business Operations, John Wolf, at (614) 525-3938. As always, we are willing to attend any city council, committee or administration meeting to answer questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Mazzola', is written over a horizontal line.

Joe Mazzola, MPA
Health Commissioner

cc: John Wolf, Director of Finance and Business Operations
File

Attachment: 2018 Franklin County Public Health (2018 Franklin County Public Health Contract)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH EVANS, MECHWART, HAMBLETON &
TILTON, INC., (“EMH&T”) FOR GENERAL CONSULTING AND
PROFESSIONAL DESIGN SERVICES. (Second Reading 10/09/2017).

Please see attached consultant selection scoresheet and contract. This item will allow us to utilize EMH&T as our primary engineering firm for 2018 and 2019.

Score Sheet for General Consulting and Professional Design Services

	Firm Name						
Evaluator	AECOM	Am. Structurepoint	Burgess & Niple	CT Consultants	EMH&T	FTC&H	H.R. Gray
Stephen Cicak	47	35	38	71	68	36	55
Paul Hellman	65	60	57	89	92	62	52
Keith Kundtz	61	56	55	94	99	41	49
Brett Luzader	81	89	78	93	93	65	68
Brad McCloud	78	94	78	96	98	67	56
Bill Sampson	74	92	78	94	96	68	52
TOTAL:	406	426	384	537	546	339	332

	Firm Name						
Evaluator	Mannik and Smith	Moody Engineering	Osborn	Patrick Engineering	Resource International	TEC Engineering	TEC, Inc.
Stephen Cicak	56	70	46	39	41	31	40
Paul Hellman	59	55	71	59	69	47	56
Keith Kundtz	79	48	52	48	51	34	40
Brett Luzader	85	72	81	61	84	80	58
Brad McCloud	51	80	78	69	78	62	56
Bill Sampson	55	82	77	55	82	68	48
TOTAL:	385	407	405	331	405	322	298

Attachment: Copy of Score Sheet - Totals for Engineering Firms (EMH&T Contract for 2018 and 2019)

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF REYNOLDSBURG

and

EMH&T, Inc.

THIS IS AN AGREEMENT made as of _____, 2017, between the CITY OF REYNOLDSBURG, with its main office located at 7232 East Main Street, Reynoldsburg, Ohio 43068 (CITY) and EMH&T, Inc., an Ohio Corporation with its main office located at 5500 New Albany Road, Columbus, Ohio 43054 (CONSULTANT). This agreement shall be in effect until December 31, 2019.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Department, and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 1. City Council / Committee Meetings (2 per month)
 2. Staff Meeting (1 per month)
 3. Other Departmental Meetings (3 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
 1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
 2. Preparation of preliminary cost estimates.

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
- H. Coordination with outside agencies and project partners to include MORPC, Franklin County, City of Columbus, Licking County, Township(s), Etc.
- I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
- J. CONSULTANT will maintain and update the City Zoning Map and City Address Map upon request of CITY.
- K. CONSULTANT will provide record storage and maintenance of record plans, city maps, and other project generated data. Both physical and electronic data will be stored by CONSULTANT and made available to CITY upon request.
- L. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager",

whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.

- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
 7. The CONSULTANT shall furnish full-time resident field personnel as the work requires. The construction representative(s) shall spend their full-time on the work beginning when the construction contractor starts construction and ending when all work under the construction contract is completed to the satisfaction of CITY.
 8. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
 9. Advise and recommend to the CITY in the matter of testing materials and reviewing laboratory results.
 10. Track quantities and prepare pay estimates for construction work in conformance with the conditions of each contract.
 11. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

1.03. Development Reimbursed Services

- A. CONSULTANT will provide CITY with the following services which are to be reimbursed through application fees and developer deposits under the City of Reynoldsburg Development Handbook:

1. Private site improvement plan reviews.
2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
3. Construction observation services.
4. Monitor placement and maintenance of storm water and erosion control measures.
5. Project punchlist and warranty services

PART 2 – CITY’S RESPONSIBILITIES

2.01. CITY’s Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY’s objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY’s prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY’s responsibilities or to CONSULTANT’s scope of services, times or performance, or compensation.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor’s work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor’s work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor’s furnishing and performing the work.

- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies

owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.

- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
 - 1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 - 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
 - 3. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - 4. Professional Liability: Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an

endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF REYNOLDSBURG.

- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement by giving written notice.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of

the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.

- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Attorney, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.
- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount not to exceed **Seventy-five Thousand Dollars and no cents (\$75,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02. Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.03. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 - 1. Expense of transportation in connection with travel required to carry out the scope of services;
 - 2. Long-distance communications;
 - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 - 4. Reproductions; and
 - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.04. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.05. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from

any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.

- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

City of Reynoldsburg, Ohio
General Engineering and Professional Services

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Reynoldsburg (CITY)

By: _____
Mayor

Name: Brad McCloud

Date: _____

By: _____
Clerk of Council

Name: April Beggerow

Date: _____

Ordinance: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

EMH&T, Inc. (CONSULTANT)

By: _____
Authorizing Agent

Name: Sandra C. Doyle-Ahern

Date: _____

Attachment: Professional Services Agreement EMHT (EMH&T Contract for 2018 and 2019)

City of Reynoldsburg, Ohio
General Engineering and Professional Services

EXHIBIT A
General Project Proposal Format

Attachment: Professional Services Agreement EMHT (EMH&T Contract for 2018 and 2019)

City of Reynoldsburg, Ohio
General Engineering and Professional Services

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.C of this contract.

City of Reynoldsburg, Ohio
General Engineering and Professional Services

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

City of Reynoldsburg, Ohio
General Engineering and Professional Services

EXHIBIT B
Rate Schedule

Attachment: Professional Services Agreement EMHT (EMH&T Contract for 2018 and 2019)

City of Reynoldsburg, Ohio
General Engineering and Professional Services

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Labor Classification	CY 2017-2018 Rates
Principal.....	\$140.00-\$180.00 per hour
Senior Engineer.....	\$110.00-\$160.00 per hour
Engineer II.....	\$105.00 per hour
Engineer I.....	\$90.00 per hour
Engineer Aide.....	\$80.00 per hour
Senior Surveyor.....	\$110.00-\$140.00 per hour
Surveyor II.....	\$95.00 per hour
Surveyor I.....	\$85.00 per hour
Senior Technician.....	\$75.00 per hour
Technician.....	\$65.00 per hour
Senior L/A Planner.....	\$100.00-\$140.00 per hour
L/A Planner II.....	\$90.00 per hour
L/A Planner I.....	\$80.00 per hour
Senior Environmental Scientist.....	\$100.00-\$140.00 per hour
Environmental Scientist.....	\$90.00 per hour
Senior Construction Representative.....	\$110.00-\$120.00 per hour
Sr. Resident Project Representative.....	\$70.00-\$90.00 per hour
Resident Project Representative.....	\$65.00 per hour
Field Survey Crew.....	\$125.00-\$175.00 per hour
Transportation.....	Current IRS Rates

Stakes, prints, postal, special delivery and
other miscellaneous items At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.) Actual Fee + 10%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

The labor classifications listed above include a variety of specialized skills and disciplines including structural, highway, bridge, traffic, environmental, survey, etc. As a result, it is not possible to provide a single rate for every classification.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH CT CONSULTANTS, INC., (“CT”) FOR
GENERAL CONSULTING AND PROFESSIONAL DESIGN
SERVICES. (Second Reading 10/09/2017).

Please see attached consultant selection scoresheet and contract. This item will allow us to utilize CT Consultants as our backup engineering firm for 2018 and 2019.

Score Sheet for General Consulting and Professional Design Services

Evaluator	Firm Name						
	AECOM	Am. Structurepoint	Burgess & Niple	CT Consultants	EMH&T	FTC&H	H.R. Gray
Stephen Cicak	47	35	38	71	68	36	55
Paul Hellman	65	60	57	89	92	62	52
Keith Kundtz	61	56	55	94	99	41	49
Brett Luzader	81	89	78	93	93	65	68
Brad McCloud	78	94	78	96	98	67	56
Bill Sampson	74	92	78	94	96	68	52
TOTAL:	406	426	384	537	546	339	332

Evaluator	Firm Name						
	Mannik and Smith	Moody Engineering	Osborn	Patrick Engineering	Resource International	TEC Engineering	TEC, Inc.
Stephen Cicak	56	70	46	39	41	31	40
Paul Hellman	59	55	71	59	69	47	56
Keith Kundtz	79	48	52	48	51	34	40
Brett Luzader	85	72	81	61	84	80	58
Brad McCloud	51	80	78	69	78	62	56
Bill Sampson	55	82	77	55	82	68	48
TOTAL:	385	407	405	331	405	322	298

**AGREEMENT
BETWEEN THE CITY OF REYNOLDSBURG, OHIO
AND THE FIRM OF CT CONSULTANTS, INC.**

I. **THIS AGREEMENT**, made at the City of Reynoldsburg, Ohio this ____ day of _____ in the year 2017 by and between the City of Reynoldsburg, 7232 East Main St., Reynoldsburg, OH 43068; hereinafter called the "CITY", and the firm of CT Consultants, Inc., whose office is located at 7965 North High Street, Suite 340, Columbus, Ohio 43235, hereinafter called the "ENGINEER", witnesseth;

WHEREAS, the CITY intends to employ a Municipal Engineering Consultant who is a qualified Engineering and Architectural Consulting Firm authorized in the State of Ohio to perform engineering, architectural and surveying services necessary to meet the challenges and needs of the community through the coming years for and on behalf of the CITY as hereinafter set forth; and

WHEREAS, said ENGINEER is authorized to practice engineering, architectural and surveying services in the State of Ohio as required by law, holds valid and current certificates of authorization, and currently maintains engineer's professional liability insurance; and

WHEREAS, the CITY and the ENGINEER desire that a designated representative of the ENGINEER be appointed to serve as the Municipal Engineering Consultant and provide the services as hereinafter described.

NOW THEREFORE, in consideration of these promises, and of the mutual covenants herein set forth, the CITY and the ENGINEER agree as follows:

II. CONSULTING SERVICES

A. The following professional services shall be performed by the ENGINEER for the CITY, either as a matter of routine or upon request of an appropriate CITY official as requested.

1. The attendance by the ENGINEER at Council and Planning Commission meetings, staff meetings, and other public, legislative or administrative meetings as requested.
2. Provide periodic progress reports of projects under the ENGINEER'S charge stating the condition of the same, together with any other matters of interest concerning same as required by the Mayor, Director of Public Service, or City Council.
3. Provide consultation as requested with the CITY Administration in the areas of capital planning and to develop strategies for infrastructure improvements and upgrades that would benefit the CITY.
4. Provide consultation, management and coordination with the City regarding ongoing compliance with Ohio and U.S. EPA regulatory matters.

5. Minor consultation and site inspection(s) with such authorized representatives of the CITY, including consultations with City Council, and coordination with CITY engineering staff; providing such consultation requires no preparation of detailed plans, detailed estimates, or field investigations.
6. Prepare preliminary opinions of probable construction costs for capital improvements along with estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
7. Provide consultation and assistance for Financial Assistance. Services will include the preparation of preliminary opinions of probable construction cost and minor engineering details. Provide the research and investigation necessary to determine what resources are available to fund capital improvement projects.
8. Provide consultation services for construction projects being proposed by private developers in the CITY. Reviews and consultation shall be performed with respect to construction standards and methods; and such review shall verify compliance with CITY standards and codes.

III. PUBLIC IMPROVEMENTS

- A. The CITY reserves the right to retain and pay for the services of other Consulting Engineer/Architectural Firm(s) for professional engineering/architectural services. It shall be the obligation of the ENGINEER to inform the CITY that a contemplated project is of such nature, scope or complexity that another engineering/architectural firm should be retained to perform the engineering services for the proposed project, in which event, the ENGINEER shall not be liable for the work performed or fees paid to any Consulting Engineer/Architectural Firm(s).
- B. The following professional services shall be performed by the ENGINEER on specific public improvements for the CITY only after such services have been authorized by the CITY and evidence by an addendum to this agreement approved by the City Attorney:
 1. The ENGINEER shall prepare detailed construction plans, specifications, cost estimates and construction proposals for public improvements.
 2. The ENGINEER shall place copies of plans and specifications on view at the City's municipal office and in the ENGINEER'S office for information of equipment and material suppliers; and being available for interviews with prospective bidders during the period of advertisement for construction bids.
 3. The ENGINEER shall assist the CITY in securing, tabulating and evaluating construction bids and furnishing an engineering assessment of the Contractor's capability to perform such public improvement. The ENGINEER will provide the CITY with a recommendation for the lowest and best bid.

4. The ENGINEER shall review and check all detailed construction drawings and all shop and erection drawings and other information submitted by contractors for compliance with design concept and requirements of the contract documents. This performance includes similar checking of laboratory, shop and mill reports of materials and equipment.
5. The ENGINEER shall visit from time to time the site of the work by a duly qualified representative of the ENGINEER throughout the active construction periods for review of the progress and quality of the construction work to assure compliance with the specifications and to provide consultation with CITY representatives. The ENGINEER shall not be responsible for, nor have control of, construction means, methods, techniques, sequences; or for safety programs in connection with the work by the Contractor(s). Consult with the CITY and act as City's representative as provided in the General Conditions of the construction contract.
6. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of the CITY's instructions to the Contractor will be issued through the ENGINEER, which shall have authority to act on behalf of the CITY in dealings with the Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall supervise and direct all Construction Project Representatives and such Construction Project Representatives shall report to and receive their instructions from the ENGINEER relative to the improvements authorized.
7. The ENGINEER shall provide a full-time, resident project representative and assistant; if necessary, who will act as directed by the ENGINEER in order to provide more extensive representation at construction project sites during the construction phase of any project. The duties and responsibilities of the resident project representative and assistant shall be set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference. The furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform the construction work in accordance with the contract documents.
8. The ENGINEER shall provide on-site inspection of private development improvements according to the regulations of the Planning and Zoning Code and other Standards of the City of Reynoldsburg.
9. The ENGINEER shall furnish supplementary detailed working drawings, specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve actual field conditions encountered.

10. The ENGINEER shall check interim and final estimates for payment to contractors.
11. The ENGINEER shall review all operation and performance tests required by the contract specifications.
12. The ENGINEER shall provide recommendations concerning completion and final acceptance of the construction work.
13. If and to the extent that the contract time initially established in a construction contract is exceeded or extended through no fault of the ENGINEER, compensation for services required for administration of the construction contract shall be payable as set forth in Article V.
14. In the event that the CITY employs Architects and/or Engineers other than the ENGINEER to perform design services for a public improvement, but elects to employ the ENGINEER for services during construction as outlined herein, the CITY agrees to pay the ENGINEER as outlined in Article V. Under such conditions, during the construction phase, the ENGINEER shall refer all questions regarding the design of the improvement to the Architect or Engineer, who shall respond to the ENGINEER acting in the place of the CITY. Any modifications or changes to improvement designs necessary to meet construction need shall be the responsibility of the Architect or Engineer. The Architect or Engineer shall prepare such revised drawings and/or specifications pursuant to the design contract with the CITY. If the ENGINEER is requested to prepare design modifications and/or changes or to revise construction drawings, such work shall be specifically authorized by the CITY and payment made as outlined in Article V.
15. When and if the CITY authorizes the ENGINEER to employ others to perform services in accordance with terms of this Agreement, the fee paid to the ENGINEER by the CITY for such services by other shall be actual costs invoiced to the ENGINEER plus 10%.

IV. SPECIFICALLY AUTHORIZED SERVICES

The ENGINEER may be required from time to time to provide these services to the CITY at the CITY's request:

- A. Preparation, maintenance and reproduction of specifications and standards for public utilities.
- B. Preparation, maintenance and reproduction of a comprehensive master plan for development of any public utilities.
- C. Furnishing of field investigations, the preparation of studies and reports, and preliminary general plans.
- D. Furnishing land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.

- E. Furnishing of line and grade surveys for the construction of public improvements.
- F. Computation and certification of the amount of special assessments for public improvements as may be required.
- G. Prepare "Record" drawings in digital or hard copy format deemed acceptable by the CITY that reflect actual construction and make documents available upon the request of the CITY.

V. COMPENSATION

- A. Compensation for services provided by the ENGINEER shall be paid on an hourly basis, except for plan reviews, which shall be lump sum. Exhibit "B" provides an hourly rate schedule for most personnel classifications and is considered a part of this Agreement.
- B. Payments for the aforesaid professional services are to be paid monthly by the CITY upon receipt of a detailed statement of time and expenses from the ENGINEER.
- C. Compensation for services rendered under Article II shall not exceed \$50,000 annually without separate approval by the City Council.

VI. PERFORMANCE BY CITY

- A. This proposal is based upon the understanding that the CITY, without expense to the ENGINEER, will:
 - 1. Make available to ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
 - 2. Provide all test borings or other soils investigations which are required for the proper design of the improvements, unless otherwise agreed upon.
 - 3. Furnish testing laboratory services for inspection and testing materials and/or equipment as may be necessary to assure compliance with contract specifications, unless otherwise agreed upon.
 - 4. Furnish all legal and/or land appraisal services which may be required.

VII. TERMINATION

In the event the CITY or the ENGINEER desires to terminate the Agreement, it will be effective thirty (30) days after notification by the party desiring to terminate. All other services shall cease at the end of thirty (30) days. The ENGINEER shall return to the CITY all maps, drawings and other CITY records.

VIII. TERM

The term of this Agreement shall begin on the date of this Agreement as set forth in Article I, above, and shall terminate on December 31, 2017, unless otherwise extended in writing upon mutual agreement of both Parties.

IX. INSURANCE

A. COVERAGE AND LIMITS OF LIABILITY:

CT shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: “The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

b. Policy shall contain a waiver of subrogation against the City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of CT.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract:

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

The policy shall be endorsed to include the following additional insured language: “The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. **Worker's Compensation and Employers' Liability**

CT shall at all times during the term of this contract subscribe to and comply with the Worker's Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said Act. It shall furnish at the time of delivery of this contract and at such other times as may be requests, a copy of the official certificate of receipt showing the payment hereinbefore referred.

B. ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, the following provisions:

1. The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by CT, even if those limits of liability are in excess of those required by this Contract.
2. CT's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the CT shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Reynoldsburg. Such notice shall be sent directly to Bill Sampson, Director of Public Service, City of Reynoldsburg, 7232 E. Main St., Reynoldsburg, OH 43068 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with duly licensed or approved non-admitted insurers in the City of Reynoldsburg with an "A.M. Best" rating of not less than A-VII. The City of Reynoldsburg in no way warrants that the above-required minimum insurer rating is sufficient to protect CT from potential insurer insolvency.

E. VERIFICATION OF COVERAGE:

CT shall furnish the City of Reynoldsburg with certificates of insurance (ACORD form or equivalent approved by the City of Reynoldsburg) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the City of Reynoldsburg before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Bill Sampson, Director of Public Service, City of Reynoldsburg, 7232 East Main St., Reynoldsburg, OH 43068. The City of Reynoldsburg project/contract number and project description shall be noted on the certificate of insurance. The City of Reynoldsburg reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS:

CTs' certificate(s) shall include all subcontractors as insureds under its policies or CT shall furnish to the City of Reynoldsburg separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be subject to approval by the City, whose decision shall be final.

H. EXCEPTIONS:

In the event CT or sub-contractor(s) is/are a public entity and is/are self insured, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance.

X. INDEMNIFICATION:

CT shall indemnify, defend, save and hold harmless the City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property proximately caused, or alleged to be caused solely by the negligent acts or omissions or intentional misconduct of CT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered against the City of Reynoldsburg under the Workers' Compensation Law, Public Records Act, or proximately caused by CT's violation of applicable federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising from the sole or partially negligent acts or intentional misconduct or omissions of the Indemnitee, be indemnified by CT from and

against any and all claims that are proximately caused by the negligent acts or omissions or intentional misconduct of CT. Under no circumstance shall CT be liable to indemnitee or any other person firm or entity, for any greater share of damages costs or expense than is directly attributable to its judicially determined percentage of fault. Furthermore, CT does not by this indemnification clause waive or forego its rights of contribution or indemnity against any person firm or entity. It is agreed that CT will be responsible for primary loss investigation, defense and judgment costs only if it has been legally established that CT is liable under this indemnification. In consideration of the award of this contract, CT agrees to waive all rights of subrogation against the City of Reynoldsburg, its officers, officials, agents and employees for damages solely and proximately resulting from its negligent acts or omissions or intentional misconduct in the performance of the work for the City of Reynoldsburg.

XI. OHIO ELECTIONS LAW:

ENGINEER affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

XII. CONTROLLING LAW:

This agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The ENGINEER further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

XIII. TAXES:

The City is a tax exempt entity and shall provide a tax exempt certificate to the ENGINEER. The ENGINEER agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this contract.

XIV. SPECIFIC TO SUBCONTRACTORS:

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. ENGINEER shall be and remain solely responsible to the CITY for the acts ENGINEER performs or faults of and sub-CONTRACTOR and of any sub-CONTRACTOR'S officers, agents or employees.

C. ENGINEER shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

CITY OF REYNOLDSBURG, OHIO

By: _____
Brad McCloud
Mayor

CT CONSULTANTS, INC.

By: _____

J. Wesley Hall, P.E.
Vice President

APPROVED AS TO FORM

James E. Hood, Esq.
City Attorney

EXHIBIT A

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Section III.B.7 of the Agreement is herein amended and supplemented to include the following agreement of the Parties:

A1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of conformance for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

- 1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City with the knowledge of and under the direction of Engineer.
- 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 4. *Liaison:*
 - a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as the City’s liaison with Contractor when Contractor’s operations affect Owner’s on-site operations.

- c. Assist in obtaining from City additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

- 12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, City, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize City to occupy the Project in whole or in part.

C. ENGINEER shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

CITY OF REYNOLDSBURG, OHIO

By: _____
Brad McCloud
Mayor

CT CONSULTANTS, INC.

By: _____
David R. Parkinson, P.E.
Department Manager
Central Public Works

APPROVED AS TO FORM

James E. Hood, Esq.
City Attorney

EXHIBIT B

City of Reynoldsburg

Hourly Billing Rate Schedule

Contract Term 1/1/18 through 12/31/19

A schedule of hourly billing rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested by the City of Reynoldsburg. CT Consultants offers these skills in-house over a wide range of staff so it is not possible to provide a single hourly rate for each classification that is appropriate and representative of all within the specific classification.

Employee Classification	Ranges of Hourly Rates ⁽¹⁾		
	FY 2018 ⁽²⁾	FY 2019 ⁽²⁾	FY 2020 ⁽²⁾
Engineer 1, 2, 3 & 4	\$65 - \$150	\$67 - \$155	\$69 - \$160
Staff Engineer	\$100 - \$115	\$103 - \$118	\$106 - \$122
Project Engineer	\$106 - \$135	\$109 - \$139	\$112 - \$143
Senior Engineer	\$116 - \$180	\$119 - \$185	\$123 - \$191
Principal Engineer	\$148 - \$200	\$152 - \$206	\$157 - \$212
Project Principal	\$170 - \$200	\$175 - \$206	\$180 - \$212
Engineer Intern	\$40 - \$65	\$41 - \$67	\$42 - \$69
Designer 1, 2 & 3	\$65 - \$125	\$67 - \$129	\$69 - \$133
Sr. Office Surveyor/Principal Surveyor	\$100 - \$135	\$103 - \$139	\$106 - \$143
Survey Field Technician	\$55 - \$70	\$57 - \$72	\$59 - \$74
Instrument Technician 1 & 2	\$60 - \$75	\$62 - \$77	\$64 - \$79
Survey Party Chief 1 & 2	\$75 - \$115	\$77 - \$118	\$79 - \$122
CAD Technician	\$55 - \$85	\$57 - \$88	\$59 - \$91
GIS Specialist	\$79 - \$90	\$81 - \$93	\$83 - \$96
Landscape Architect 1, 2 & 3	\$75 - \$130	\$77 - \$134	\$79 - \$138
Principal Architect	\$140 - \$185	\$144 - \$191	\$148 - \$197
Project Architect	\$116 - \$135	\$119 - \$139	\$123 - \$143
Architect 1, 2, 3 & 4	\$70 - \$115	\$72 - \$118	\$74 - \$122
Construction Project Manager	\$90 - \$125	\$93 - \$129	\$96 - \$133
Construction Representative 1, 2 & 3	\$70 - \$95	\$72 - \$98	\$74 - \$101
Senior Construction Representative	\$95 - \$105	\$98 - \$108	\$101 - \$111
Construction Technician	\$75 - \$115	\$77 - \$118	\$79 - \$122
Contract Administrator	\$85 - \$120	\$88 - \$124	\$91 - \$128
Grants/Funding Specialist	\$85 - \$130	\$88 - \$134	\$91 - \$138
Assistant Planner	\$55 - \$75	\$57 - \$77	\$59 - \$79
Planner 1, 2 & 3	\$65 - \$130	\$67 - \$134	\$69 - \$138
Senior Planner	\$135 - \$200	\$139 - \$206	\$143 - \$212
Technical/Administrative Support	\$35 - \$65	\$36 - \$67	\$37 - \$69
Field Technician Flow Monitoring	\$60 - \$75	\$62 - \$77	\$64 - \$79

(1): The classifications include a variety of disciplines including structural, highway, bridge, traffic, electrical, and mechanical disciplines. Therefore, a range must be provided. Billing rates include direct labor rates, overhead, and profit. The City will be invoiced based on the actual hourly rate of the individuals assigned to the various tasks. Reimbursable expenses (mileage, reproduction, etc.) will be billed separately.

(2): FY 2018 runs from July 1, 2017 thru June 30, 2018
FY 2019 runs from July 1, 2018 thru June 30, 2019
FY 2020 runs from July 1, 2019 thru June 30, 2020

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 23, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR
GENERAL CONSULTING AND PROFESSIONAL DESIGN
SERVICES. (Second Reading 10/09/2017).

Please see attached consultant selection scoresheet and contract. This item will allow us to utilize American Structurepoint as our backup engineering firm for 2018 and 2019.

Score Sheet for General Consulting and Professional Design Services

Evaluator	Firm Name						
	AECOM	Am. Structurepoint	Burgess & Niple	CT Consultants	EMH&T	FTC&H	H.R. Gray
Stephen Cicak	47	35	38	71	68	36	55
Paul Hellman	65	60	57	89	92	62	52
Keith Kundtz	61	56	55	94	99	41	49
Brett Luzader	81	89	78	93	93	65	68
Brad McCloud	78	94	78	96	98	67	56
Bill Sampson	74	92	78	94	96	68	52
TOTAL:	406	426	384	537	546	339	332

Evaluator	Firm Name						
	Mannik and Smith	Moody Engineering	Osborn	Patrick Engineering	Resource International	TEC Engineering	TEC, Inc.
Stephen Cicak	56	70	46	39	41	31	40
Paul Hellman	59	55	71	59	69	47	56
Keith Kundtz	79	48	52	48	51	34	40
Brett Luzader	85	72	81	61	84	80	58
Brad McCloud	51	80	78	69	78	62	56
Bill Sampson	55	82	77	55	82	68	48
TOTAL:	385	407	405	331	405	322	298

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Reynoldsburg, Ohio ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: General Consulting and Professional Design Services ("Project").

Engineer's services under this Agreement are generally identified as follows: The Services to be provided by the Engineer for specific projects will be detailed in a duly executed individual task order. Each task order will indicate the specific tasks and functions to be performed and deliverables to be provided. Engineer and Owner shall agree on the scope, time for performance, and basis of compensation for each task order. Generally, Engineer's Services will include:

1. Preparation of preliminary and final engineering, structural engineering, and architectural project documentation, as directed by the Owner, and/or as detailed in a separate task order for professional services prepared by the Engineer.
2. Plan review and on-site construction inspection and administrative services for private site developments and Capital Improvement Projects.
3. Preparation of project documentation as outlined by the Owner's Quality Based Selection Manual.
4. Preparation of funding applications.
5. Preparation of as-built drawings.
6. General review services for Owner departments that undertake engineering/architectural services themselves.
7. Other as-needed and as-directed services requested by the Owner.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Services to be authorized in 2018 and 2019, and performed on schedules set forth in individual task orders. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services as established in each task order, based on either a lump sum or hourly rates as follows:
 - 1. A Lump Sum amount as established in the task order. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period. **OR**
 - 2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's consultants' charges, if any, not-to-exceed the amount authorized in the task order.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, ~~or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.~~

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. **Copies of documents that may be relied upon by the Owner are limited to the printed copies that are signed or sealed by Engineer or its subconsultants. Files in electronic media format of text, data, graphics, or of other types that are furnished to Owner by Engineer are only for convenience of Owner. Copies of Owner-furnished data that may be relied upon by Engineer are limited to the printed copies. Files in electronic media format of text, data, graphics, or of other types that are furnished by Owner to Engineer are only for convenience of Engineer.**
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner **for any given task order performed** under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer **for that task order**, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated **in accordance with ORC 2710, Uniform Mediation Act**. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing

surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Insurance Requirements*

- A. Prior to the commencement of any Services under this Agreement, Engineer shall furnish Owner certificates of insurance showing that Engineer has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance must be provided to the Owner each year at the time of policy renewal.
 - 1. Worker's Compensation Insurance: Engineer shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with the applicable statutes of the State of Ohio.
 - 2. Commercial General Liability Insurance: Engineer shall procure and maintain during the life of this Agreement Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
 - 3. Motor Vehicle Liability: Engineer shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including Ohio coverages, with limits of liability of not less than \$1,000,000 combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Professional Liability: Professional Liability Insurance on a claims made basis with limits of liability of not less than \$1,000,000 per claim/aggregate. Professional Liability coverage must be maintained for three (3) years after the completion of Services performed under this Agreement.
- B. Cancellation Notice: Each of the policies in Paragraph A shall be endorsed to provide Owner thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change, except for ten (10) days notice for cancellation due to lack of payment.
- C. If a Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.

9.01 ***Additional Terms and Conditions***

- A. Engineer affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.
- B. Engineer affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the City of Reynoldsburg.
- C. The Owner is a tax exempt entity and shall provide a tax exempt certificate to the Engineer.
- D. The Engineer agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for Services performed under this Agreement.
- E. The Engineer will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), and these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Engineer shall abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- F. The Engineer shall indemnify and hold the Owner and the Owner's officers and employees harmless, but not defend, from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Engineer, its employees and its consultants in the performance of professional services under this Agreement. The Engineer has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the

Engineer's finally determined percentage of liability based upon the comparative fault of the Engineer, its employees and its consultants.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Reynoldsburg, Ohio

Engineer: American Structurepoint, Inc.

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Willis R. Conner

2550 Corporate Exchange Drive, Suite 300

Columbus, Ohio 43231

Attachment: Agreement American Structurepoint (American Structurepoint Contract for 2018 and 2019)

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$250
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Senior Planner	\$135
Project Planner	\$120
Senior Environmental Specialist	\$165
Environmental Specialist	\$95
*Staff Engineer, Staff Planner, or Staff Surveyor	\$100
*Staff Scientist	\$65
*Senior Technician	\$140
*Technician	\$100
*Researcher	\$100
Registered Land Surveyor	\$155
*Survey Crew Member	\$85
*Resident Project Representative	\$125
*Construction Inspector	\$95
*Interns and Co-ops	\$65
Landscape Architect	\$130

*Rates for these classifications are subject to overtime premium of an additional 0.16 x hourly rate.