



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, July 23, 2018

08:00 PM

Council Chambers

CITY COUNCIL MEETING

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - a. City Council – Public Hearing – July 9, 2018
 - b. City Council – Regular Meeting – July 9, 2018
- 4. APPROVAL OF AGENDA**
- 5. COMMUNITY COMMENTS AND REQUESTS**
- 6. COMMUNICATIONS**
 - a. Clerk of Court Report
- 7. REPORTS**
 - a. WLFD Board Report June, 2018
- 8. MOTIONS**

- a. Motion to Recess the Month of August.
- b. That While Council is in Recess for the Month of August, 2018, the Clerk of Council be and is Hereby Authorized and Directed to Return Any Liquor Permit Requests Received, Marking Them 'Without a Request for Hearing', as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing. If a Hearing is Required, a Special Meeting of Council Will be Called.
- c. Motion that the Reynoldsburg Department of Public Service be and is Hereby Authorized and Directed to Advertise for Bids for the Development of the Lancaster & Main Parking Lot --- Luzader. Public Service and Transportation Committee.
- d. Motion that the Council of the City of Reynoldsburg Does Hereby Adopt the Resolution to Recognize and Honor Roosevelt Nix

9. LEGISLATION FOR EMERGENCY ADOPTION

- a. RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (Waggoner Road Improvements) AND DECLARING AN EMERGENCY. (First Reading 7/9/2018). --- Luzader. Public Service and Transportation Committee.

10. LEGISLATION FOR ONE READING

- a. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED: Changing the Zoning District of a 4.55 Acre Parcel on the West Side of Waggoner Road Known as 441- 455 S. Waggoner Road, Reynoldsburg, Ohio, from R-3 Single Family Residence District to PND Planned Neighborhood Development District.

11. LEGISLATION FOR FIRST READING

- a. Ordinance Appropriating Funds from Unappropriated General Fund to an Account in the Police Department --- Spalding. Public Safety, Law and Courts Committee.

12. LEGISLATION FOR SECOND READING

- a. Ordinance Authorizing EMH&T to Conduct Surveying, Design Engineering & Bidding Services for Roadway Improvements to Palmer Road; Appropriating Funds Therefore. (First Reading 7/9/2018). --- Luzader. Public Service and Transportation Committee.

13. LEGISLATION FOR THIRD READING

- a. Ordinance Authorizing and Directing the Mayor to Enter into Lease Agreement with Modern Office Methods Dba Document Solutions for Copier for Police Department. (Second Reading 7/9/2018). --- Spalding. Public Safety, Law and Courts Committee.
- b. Ordinance Authorizing Mayor to Enter into an Agreement with Emh&T for the Engineering and Management of Sewer Line Cctv and Manhole Inspections. (Second Reading 7/9/2018). --- Luzader. Public Service and Transportation Committee.
- c. Ordinance Authorizing Mayor to Enter into an Agreement with Emh&T for the Engineering Plans, and Prepare Bid Documents for the 2018 Graham/Main Area and Northfield/Cottingham Area Sewer Improvements Project, and Appropriating Funds Therefor. (Second Reading 7/9/2018). --- Luzader. Public Service and Transportation Committee.
- d. Ordinance Making Supplemental Appropriation for Debt Service Payment (Second Reading 7/9/2018). --- Cotner. Finance and Administration Committee.

ADJOURNMENT

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
July 9, 2018

President of Council Doug Joseph called the meeting to order at 7:36 PM

PRESENT: Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

ABSENT:

Public Hearing

79-18

RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

Mr. Cicak: This hearing is part of an annual requirement for the City of Reynoldsburg under the Ohio Revised Code. The City will receive a certificate of estimated revenue in the fall. That begins the budgetary process. The Mayor and I have reviewed the projections that are included in your packets and he's in agreement with the projections. I want to sincerely thank the voters of Reynoldsburg for passing issue 11. To date our collections are up 45.9% from 2017. Our projected collections are \$22 million. If there are any questions, I'd be happy to answer.

President Joseph: Questions from Councilmembers? Any one in the audience have questions or comments? Thank you very much Mr. Cicak.

RESULT:	REFERRED TO COMMITTEE	Next: 7/9/2018 7:35 PM
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Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Jul 9, 2018 7:30 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 9, 2018

President of Council Doug Joseph called the meeting to order at 9:06 PM

PRESENT: Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

ABSENT:

Approval of Minutes

- a. City Council – Regular Meeting – June 25, 2018

RESULT:	ACCEPTED
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Approval of Agenda

Remove item 12a as it was sent back to Planning Commission.

Community Comments and Requests
Communications

AUDITOR'S REPORTS-APRIL, 2018

The Clerk read the report Budget by Classification and Departmental Budget ending April, 2018 into the minutes.

Reports

None

Motions

MOTION TO APPOINT BAILEY SPARKS AS ASSISTANT CLERK OF COUNCIL.

President Joseph: This is, I believe everyone on Council has had a chance to meet Ms. Sparks, she's been with the police department for many years and wanted to stay with the city in a part-time capacity and I've spoken to her, our clerk has spoken to her and she seems like she'll be a good fit. Any questions on hiring her as our Assistant Clerk.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

76-18

Minutes Acceptance: Minutes of Jul 9, 2018 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 9, 2018

ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR FIRST READING

RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (WAGGONER ROAD IMPROVEMENTS) AND DECLARING AN EMERGENCY. --- Luzader. .

RESULT:	REFERRED TO COMMITTEE	Next: 7/23/2018 7:43 PM
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ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO PALMER ROAD; APPROPRIATING FUNDS THEREFORE. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/23/2018 7:43 PM
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LEGISLATION FOR SECOND READING

ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT WITH MODERN OFFICE METHODS DBA DOCUMENT SOLUTIONS FOR COPIER FOR POLICE DEPARTMENT. --- Spalding. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/23/2018 7:42 PM
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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF SEWER LINE CCTV AND MANHOLE INSPECTIONS. --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Jul 9, 2018 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 9, 2018

RESULT:	REFERRED TO COMMITTEE	Next: 7/23/2018 7:43 PM
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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING PLANS, AND PREPARE BID DOCUMENTS FOR THE 2018 GRAHAM/MAIN AREA AND NORTHFIELD/COTTINGHAM AREA SEWER IMPROVEMENTS PROJECT, AND APPROPRIATING FUNDS THEREFOR. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/23/2018 7:43 PM
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ORDINANCE MAKING SUPPLEMENTAL APPROPRIATION FOR DEBT SERVICE PAYMENT --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/23/2018 7:35 PM
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LEGISLATION FOR THIRD READING

77-18

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTIONS 160.01 DEFINITIONS; 160.02(F) POLICE DEPARTMENT; 160.03(B) SENIOR POLICE MANAGEMENT; 160.04 OTHER COMPENSATION; 160.05(A)(1) EXEMPT - SALARY; 160.08 (B)(6) LIEUTENANTS; 160.08 (B)(7) CHIEF OF POLICE AND 160.09 (A) GROUP INSURANCE OF CHAPTER 160 EMPLOYEE COMPENSATION. --- Cotner. Finance and Administration Committee.

Motion to amend to the redraft date of 7/9/2018 by Councilman Cotner. Second by Councilman Baker

Roll called as follows: Clemens "Aye", Cotner "Aye", Baker "Aye", Bryant "Aye", Skinner "Aye", Luzader "Aye", Spalding "Aye".

Motion to amend carried.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

78-18

RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Jul 9, 2018 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 9, 2018

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Jul 9, 2018 8:00 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo**

DATE: July 23, 2018**TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING JUNE 2018**

I am submitting monies collected from the courts held on 6/7, 6/14, 6/21 and 6/28/18. 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)	\$ 9,135.50
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 12,850.75
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Sub-Total (To General Revenue Fund)		\$ 21,986.25
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Computerization Needs Fund	(#211.4510)	\$ 1,651.00
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Enforcement & Education Fund	(#293.4616)	\$ 25.00
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Sub-Total		\$ 1,676.00
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Total Amount Submitted		\$ 23,662.25
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City Council

Marshall Spalding
7232 E. Main Street
Reynoldsburg OH 43068
614-440-7311 phone

Memo

DATE: **July 23, 2018**

TO: **City Council**

CC:

RE: **WLFD Board Report June, 2018**

See Attached

2018 June Report

7.a.a

Incidents by Location

	EMS	FIRE
Etna Township	84	62
Harrison Township	62	34
Jersey Township	7	9
Kirkersville	15	8
Pataskala	152	133
Reynoldsburg	99	39
New Albany	1	1
Total Incidents	420	286

Incidents by Apparatus

Medic Units		Fire Units	
Medic 401	142	R401	78
Medic 402	62	E402	33
Medic 403	100	E403	95
Medic 404	142	Squad 401	87
		B401	148

Mutual Aid

	Given	Received
Columbus Fire	0	0
Jefferson Township	21	9
Truro Township	6	5
Mifflin Township	0	0
St. Albans Fire	1	1
Monroe Township	2	4
Violet Township	1	6
Plain Township	0	4
Hebron Fire	6	1
Basil Fire	0	0
Newark	0	0
Millersport	0	0
Heath	0	0
Thurston	0	0
Granville	0	2
Licking Twp Fire	0	0
Total Runs	37	32

Transports by Medic

Medic Unit		% of Transport	
Medic 401	87	Medic 401	61.27%
Medic 402	32	Medic 402	51.61%
Medic 403	53	Medic 403	53.00%
Medic 404	82	Medic 404	57.75%

Dispatch to on scene average

Etna Township	8:13
Harrison Township	6:15
Jersey Township	9:31
Kirkersville	6:01
Pataskala	5:27
New Albany	13:45
Reynoldsburg	5:58

Facebook site

Attachment: WLFD Board Report June (WLFD Board Report)

ORDER #: 4629749

CUSTOMER PO #: WEST LICKING FIRE

SALESPERSON: Liz G. @ ext.2523

DATE: 7/6/2018

West Licking Joint Fire District

STATION 405

DEDICATED TO THE CITIZENS OF THE DISTRICT
and the past, present, and future Firefighters who faithfully serve.

SEPTEMBER 2018

FIRE BOARD

Jeff Johnson - Etna Township
Dan Wetzel - Jersey Township
Mark Van Buren - Harrison Township
Brian Denton - Village of Kirkersville
Tim Hickin - City of Pataaskala
Marshall Spalding - City of Reynoldsburg

Steve Little - District Administrator

Todd Magers - Fire Chief

Jack Treinish Jr. - Assistant Chief

Joe Krouse - Assistant Chief

Kelley & Associates, Architect

Robertson Construction - Station Contractor

Thayer Power & Communication - Site Contractor

PRECISION TOOLED PLAQUE

MATERIAL - Aluminum

SIZE - 20"W x 14"H

QTY - 1

DEPTH - 5/16" Thick: Painted Edges

SHAPE - Rectangle(or Square)

COPY - Raised Copy-Horizontal Stroke

FINISH - Leatherette-w/Brushed Surface

BORDER - Double Line Bevel Border

COLOR - 2025 Black SATIN Painted

STYLE - Times NEW Roman

CLEAR CO - Satin

MOUNT - Blind:Standard Stud(min1/4"th)

ROSETTES - No Rosettes Required

RAISED

Aluminum

RECESSED

2025 Black

PLEASE NOTE THE FOLLOWING:

TYPER - Please proof for spelling/grammar errors

VERSION: 1

anda Brown | ext 1914

RTF: 673308

7.a.a

Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: July 23, 2018**TO: City Council****RE: MOTION TO RECESS THE MONTH OF AUGUST.**

Approval:

Brad McCloud	Jed Hood	Stephen Cicak
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Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: July 23, 2018**TO: City Council****RE:** THAT WHILE COUNCIL IS IN RECESS FOR THE MONTH OF AUGUST, 2018, THE CLERK OF COUNCIL BE AND IS HEREBY AUTHORIZED AND DIRECTED TO RETURN ANY LIQUOR PERMIT REQUESTS RECEIVED, MARKING THEM 'WITHOUT A REQUEST FOR HEARING', AS LONG AS THE REYNOLDSBURG POLICE DEPARTMENT FINDS NO REASON FOR A HEARING. IF A HEARING IS REQUIRED, A SPECIAL MEETING OF COUNCIL WILL BE CALLED.

Approval:

Brad McCloud

Jed Hood

Stephen Cicak

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

DATE: **July 23, 2018**

TO: **Public Service and Transportation Committee**

RE: **MOTION THAT THE REYNOLDSBURG DEPARTMENT OF
PUBLIC SERVICE BE AND HEREBY AUTHORIZED AND
DIRECTED TO ADVERTISE FOR BIDS FOR THE
DEVELOPMENT OF THE LANCASTER & MAIN PARKING LOT**

Approval:

Brad McCloud	Jed Hood	Stephen Cicak
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Statement of necessity: To have the firm under contract by October 2018.

The OHM Team has prepared Construction documents that detail the requirements for construction of the Lancaster & Main Street parking lot. The drawings include demolition plans; layout and material plans; drainage plans; planting plans; sheet specifications; and sections, elevations, details, and any other documentation necessary to define the intended design.

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****MOTION REQUEST****DATE: July 23, 2018****TO: City Council****RE: MOTION THAT THE COUNCIL OF THE CITY OF
REYNOLDSBURG DOES HEREBY ADOPT THE RESOLUTION
TO RECOGNIZE AND HONOR ROOSEVELT NIX**

Approval:

Brad McCloud	Jed Hood	Stephen Cicak
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Motion to adopt the below Resolution.

RESOLUTION HONORING ROOSEVELT NIX

WHEREAS, it is one of the responsibilities of the City Council of Reynoldsburg to recognize people of outstanding significance; and

WHEREAS, the City of Reynoldsburg recognizes the contribution, good character and positive representation of the City of Reynoldsburg by Roosevelt Nix as a member of the Reynoldsburg High School football team from 2006-2009, earning All-OCC, All-District, All-Metro, All-State post-season honors and representing Ohio in the Big 33 Classic; and

WHEREAS, the City of Reynoldsburg recognizes the contribution, good character and positive representation of the City of Reynoldsburg by Roosevelt Nix as a member of the Kent State University football team from 2010-2013, earning MAC Freshman of the Year, MAC Defensive Player of the Year, first team All-MAC post-season honors; and

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone**

WHEREAS, the City of Reynoldsburg recognizes the contribution, good character and positive representation of the City of Reynoldsburg by Roosevelt Nix as a member of the Pittsburgh Steelers football team from 2015 through the present and as a member of the AFC team at the 2018 Pro Bowl; and

WHEREAS, the City of Reynoldsburg recognizes and thanks Roosevelt Nix for the donation of his time and financial resources invested in giving back to the youth of the City of Reynoldsburg by conducting a football camp at Reynoldsburg High School at no charge to the families of our community in 2017 and 2018.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG:

SECTION 1. That we, the City Council of Reynoldsburg, do hereby acknowledge Roosevelt Nix a positive role model for our youth and an outstanding representative of the City of Reynoldsburg.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: July 23, 2018****TO: Public Service and Transportation Committee**

RE: RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (Waggoner Road Improvements) AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity: This item needs to pass as an emergency to keep us on track to satisfy the OPWC application timeline.

Whereas, pursuant to Article VIII, Section 2K of the Ohio Constitution, the state of Ohio is authorized to issue bonds and other obligations of the state for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

Whereas, pursuant to Section 164.06 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

Whereas, the City of Reynoldsburg has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for capital infrastructure projects.

Service Department

Bill Sampson

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6884 Phone

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg of the state of Ohio and Franklin, Licking, and Fairfield Counties that:

SECTION 1. The Mayor is hereby authorized to apply to the District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure project(s):

Waggoner Road Improvements

SECTION 2. The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance in conjunction with the recommendation of the City Engineer, and approved as to form by the City Attorney, in accordance with all authority granted to and limitations upon the City Auditor.

SECTION 3. That this resolution is declared to be an emergency measure necessary for the immediate preservation of the health and safety of the residents of the City of Reynoldsburg, and further that there is a submission deadline; wherefore, upon adoption by Council this resolution shall be in effect immediately upon the signature of the Mayor.

See attached correspondence.



Engineers, Surveyors, Planners, Scientists

MEMO

Date: June 20, 2018
To: Bill Sampson, Director of Public Service
From: Ryan Andrews
Subject: Waggoner Road OPWC
Copies: Keith Kundtz, City of Reynoldsburg; Carly Yowell, EMH&T

As you are aware, we are nearing the time of year when we typically assemble OPWC funding applications. This year, applications are due to the District 3 Public Works Integrating Committee (PWIC) on September 10th. It is my understanding that the City will likely want to resubmit the Waggoner Road project, which unfortunately was the first project below the funding cut-off line in 2017. Prior to moving forward with the resubmission of this application, I would like to review the project and scoring results from last year's application. During my review of the scores, I noted the following items:

1. The 2017 Waggoner Road Application received a score of 217.25 for the State Capital Improvement Plan (SCIP) fund. Based on historical results, this would have been funded in 5 out of the last 10 years. Unfortunately, 2017 was a more competitive year than normal.
2. During my review of the scoring, it is apparent that we came very close to maximizing the scoring potential of this project. There are only a few possible ways to add points to the score, which are:
 - a. Obtain new traffic counts after school resumes in August. In 2017, we received 18 out of a possible 30 points in the "Service to the District" category. This score is purely based on how the average daily traffic on Waggoner Road compares to the other projects, which are up for consideration. If we can demonstrate higher traffic volumes in 2018 and the other projects being considered have lower traffic volumes, we may be able to obtain more points in this category. Obviously, we have no control over the projects that are submitted by other communities, so there is no guarantee that doing this would increase the score, but it might help.
 - b. Look for opportunities to reduce the cost of the project. Consider splitting the project up into three phases instead of two or evaluate options to revise the scope of the improvement to reduce cost. Scope revisions could include reducing the width of the roadway. Currently, it is planned for a 36-ft wide pavement section with a center turn lane throughout. Reducing this from three to two lanes in certain areas where there are no sidestreets, might help reduce the cost.
 - c. Re-evaluate the funding scenario. In 2017, the application included the following funding scenario.



Engineers, Surveyors, Planners, Scientists

2017 OPWC Application Funding Summary

Funding Source	Amount
OPWC Grant	\$3,665,494
OPWC Loan	\$1,334,505
FCEO Assistance on Appraisals	\$70,000
Reynoldsburg Water CIP	\$715,050
Reynoldsburg General Fund (Roadway)	\$891,626
Total Project Cost	\$6,676,675

- d. In order to maintain the same score in the funding request category, we would need to coordinate with the Franklin County Engineers Office to make sure they are still willing to provide appraisals for the land acquisition. Having that letter from them earned us 3 points on the 2017 application for having a "joint financial partnership" with the County.
- e. In order to increase points, we would either need to reduce the OPWC grant and loan request by \$3,000,000, which would earn us 2 more points. The only way this would be feasible is if we would split the project into three phases instead of two. We could also obtain two more points by requesting less grant and more loan. If we moved 10% of the project cost (or \$667,667) from grant to loan, it would yield two more points on the application. Both of these options are somewhat large concessions, just for two points.

I would like to meet with the City sometime between now and mid-July to go over the OPWC process and to verify that the City wants to move forward with Waggoner Road again in 2018. Most of the application from 2017 is reusable and we would not need to have another public meeting, so there would be a significant reduction in effort needed to assemble a new Waggoner Road Application.

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **July 23, 2018**

TO: **Planning Commission**

RE: **455 Waggoner Rd; Application 2018-02; Applicant Enoch Ahenkora;**
Planned Development

Approval:

Skipped Brad McCloud	Completed Jed Hood	Stephen Cicak
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See Attached documentation

This Re-Districting application falls under the newly adopted guidelines under 1151.05 read as follows:

1151.05 ACTION BY CITY COUNCIL.

- (a) At the next meeting of the City Council subsequent to receiving the recommendations of the Planning Commission, the Council shall review the application or proposed amendment.
- (b) City Council may adopt, deny, or adopt with modifications the recommendations of the Commission. A development plan, along with any conditions or amendments to the application, shall, upon adoption by Council, become part of the district change and shall be deemed incorporated by reference into legislation amending the official Zoning Map. The development plan, conditions, and amendments shall bind any future development or use of the subject lots.
- (c) In accordance with Section 4.11(c) of the City Charter, a concurring vote of at least three fourths ($\frac{3}{4}$) of the membership of City Council shall be necessary to pass any zoning ordinance which differs from the written recommendations of the Planning Commission, but in no event shall an ordinance be considered as having passed unless it receives at least a majority vote of the members of Council.

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

(d) After a proposed district change is denied by City Council, at least twelve (12) months shall elapse before another application for a district change for the same lot(s) to the same district can be considered.

(Ord. 114-99. Passed 9-13-99; Ord. 65-18. Passed 5-29-18.)

waggoner reserve

a planned Neighborhood Development District
441 South Waggoner Road, Reynoldsburg OH

submission date: 24 May 2018



developer:
OMEGAONE
DEVELOPMENT

architect:
BLDV
Blostein / Overly Architects

civil engineer:
STONE

general contractor:
MCR

OMEGA ONE DEVELOPMENT is seeking the consideration and approval for a proposed development, **WAGGONER RESERVE**, consisting of seven single family detached residences and six single family detached condominiums on 4.55 acres, currently zoned R-3. The single family homes will be 4 bedroom, 3-1/2 bath units and the condominiums will be 2 bedroom, 2 bath units.

The project will be developed in on phase, beginning with the private drive and Lot #7 and ending with the condominium component.

PARCEL NUMBERS IN USE

060-008341 (441 S Waggoner Road)
 060-008504 (443 S Waggoner Road)
 060-008503 (445 S Waggoner Road)
 060-008502 (447 S Waggoner Road)
 060-008501 (455 S Waggoner Road)
 (a land swap transaction will be made with this property owner and the narrow connection of the large parcel to gain access to Waggoner Road along the combined property's south edge.)



waggoner reserve

City of Reynoldsburg Planning Commission Submittal

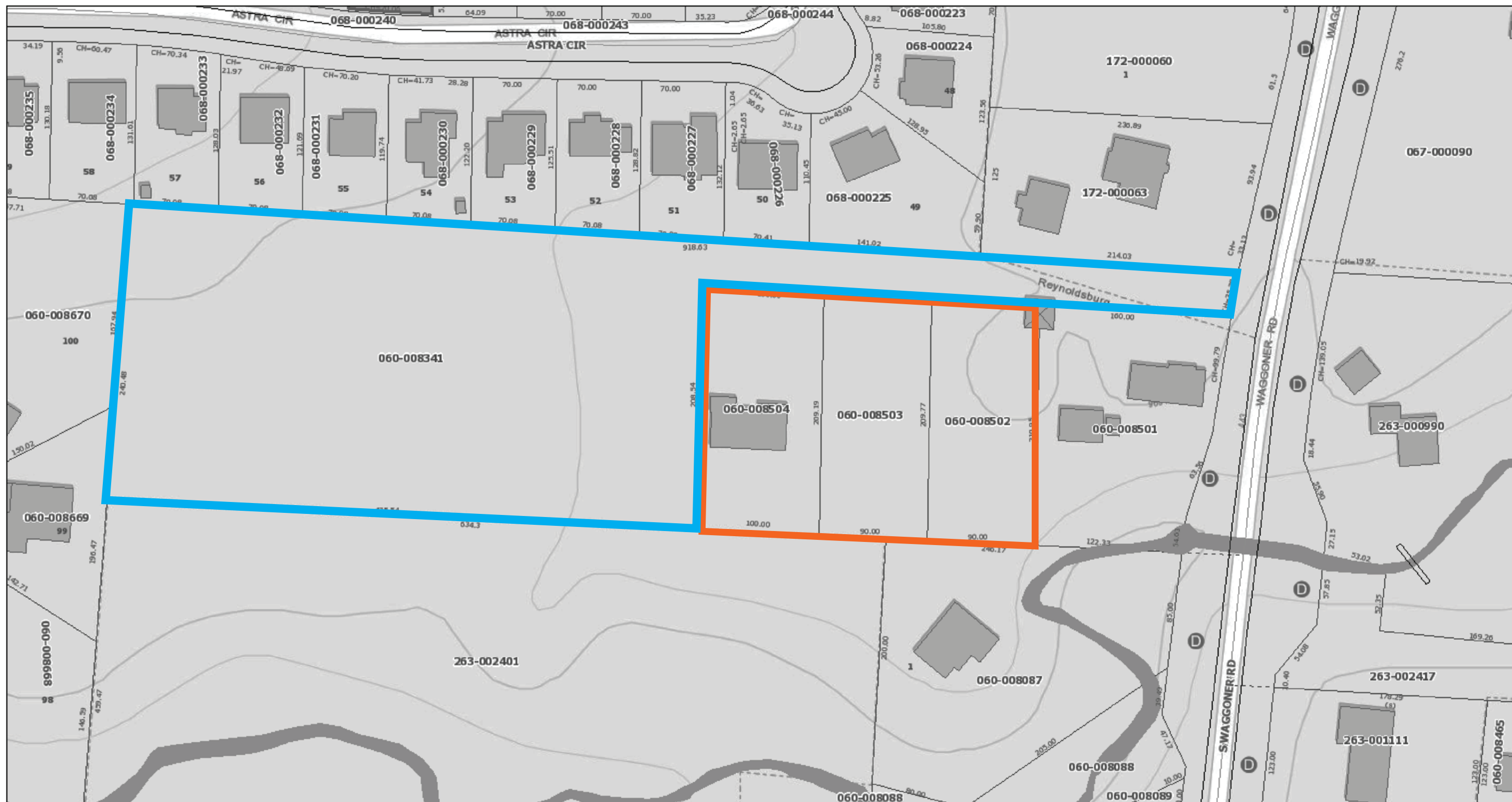
developer:
OMEGAONE
 DEVELOPMENT

architect:
BLDV
 Blostein / Overly Architects

civil engineer:
STONE

general contractor:
MCR

THE SITE for this project is a combination of lots: a 2.94 acre site to the west (outlined in blue) and three parcels to the east (in orange, which we will refer to as “outlots”) totalling 1.35 acres.



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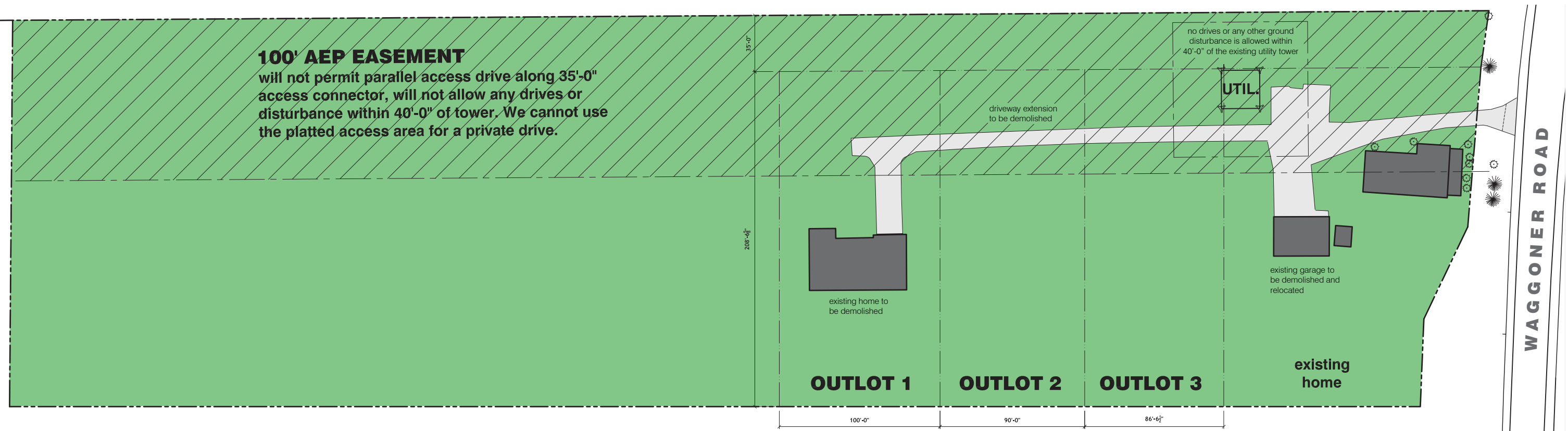
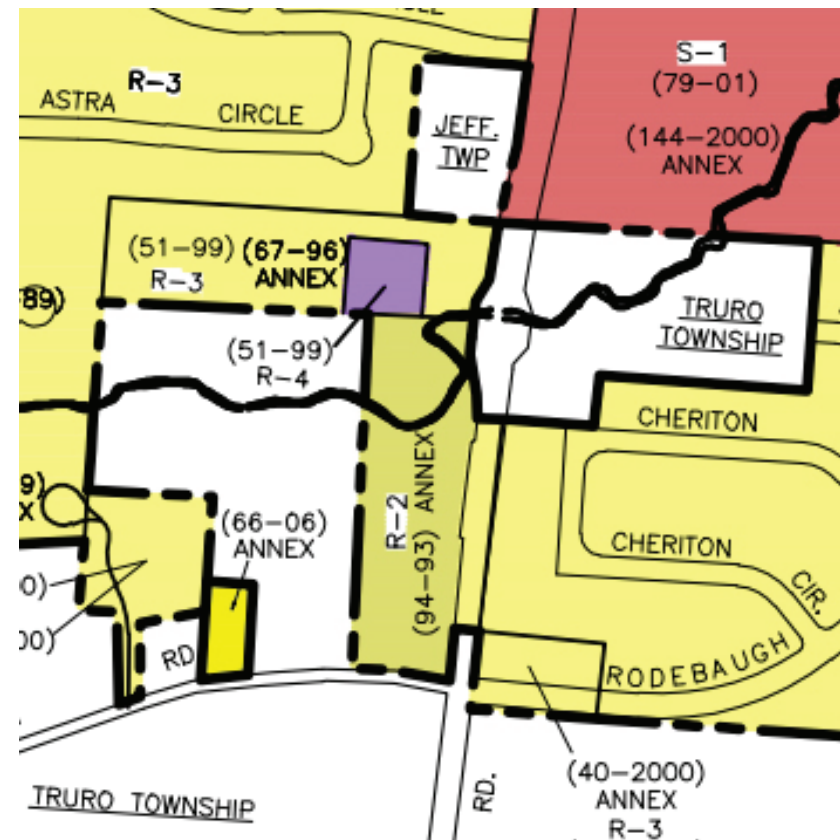
architect:
BLDV
Blostein / Overly Architects

civil engineer:
STONE

general contractor:
MCR

ZONING for the sites is currently R-3. The outlots have previously been cleared, graded, and otherwise prepared for development. Also note that there is an existing single family home that will be demolished as part of the development.

THE SITE CONSTRAINTS include a 100'-0" AEP easement along the north edge of the site, where no structures over 10'-0" in height can be built. Concerning an existing overhead utility tower, the ground cannot be disturbed within 40'-0" on all sides. Also regarding this easement, the lot access and frontage along Waggoner Road cannot be used for a drive per discussions with AEP. An existing home, located on OUTLOT 1 will need to be demolished, as will an existing three car garage on the original farmhouse site.



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developer:
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architect:
BLOOM
Blostein / Overly Architects

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general contractor:
MCR

THE PROPOSAL for Waggoner Reserve is to develop five single family homes (each approximately 2,000 SF) and nine condominiums (of approximately 1,500 SF) as a Planned Neighborhood Development (PND). The original farmhouse fronting Waggoner Road will remain. All new homes will be connected via a new, 22 foot width cul-de-sac having inset guest parking for seven vehicles. The site plan maintains a 20' utility easement to the south of the site. The combined site area for the development (inclusive of the private drive) is 4.48 acres (3.125 units per acre).

The development will have an agrarian and contemporary theme that will compliment the original farmhouse. Paired drives will minimize curbcuts and impervious cover on the site, providing for more continuity along the street edge. While every home will have an attached two car garage and off street parking for one additional vehicle, no garages will face the street. All street lighting (this site plan shows eight locations) will be selected for approval by The City of Reynoldsburg prior to ordering and installing.

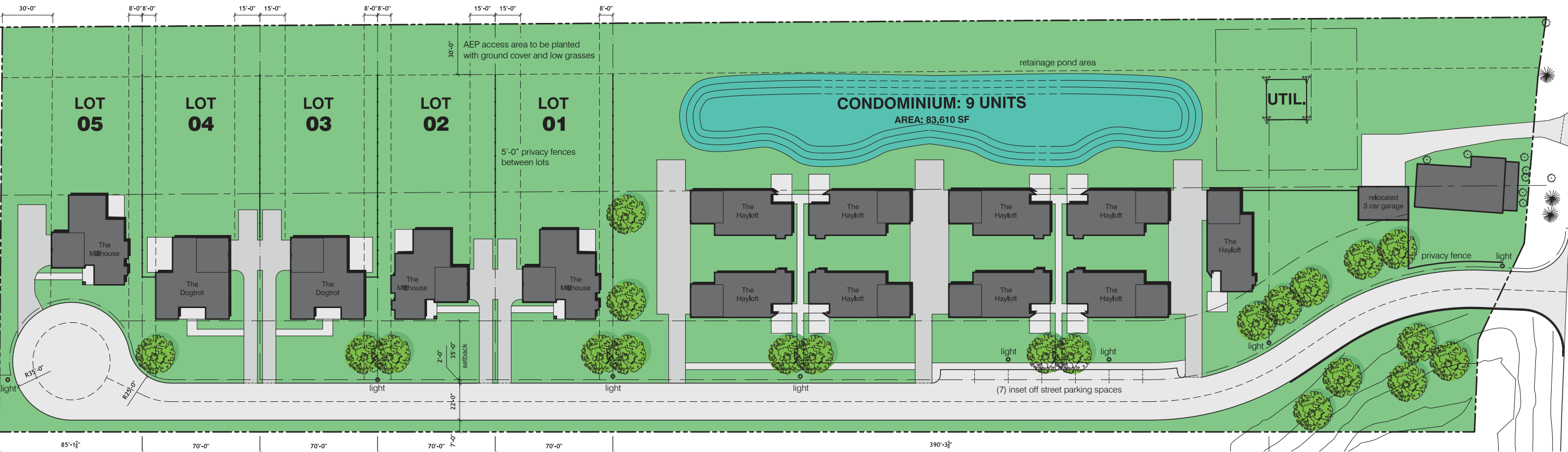
NUMBER OF UNITS

LOT CHARACTERISTICS

PARKING CHARACTERISTICS

MAXIMUM BUILDING HEIGHT 31'-0"

- (5) single family and
(9) condominiums
3.125 units per acre
- single family lots:
70'-0" wide lots
35'-0" street setback
8' and 15' side yard setback
- condominiums:
35'-0" street setback
8' side yard setback
20' minimum between units
- single family lots:
(2) garaged spaces per unit
+ 1 pad space per unit
- condominiums:
(2) garaged spaces per unit
+ 4 pad spaces & 7 inset spaces



THREE UNIT TYPES will be developed for Waggoner Reserve to create streetscape and living arrangement variety; their concept plans are shown on the following pages.

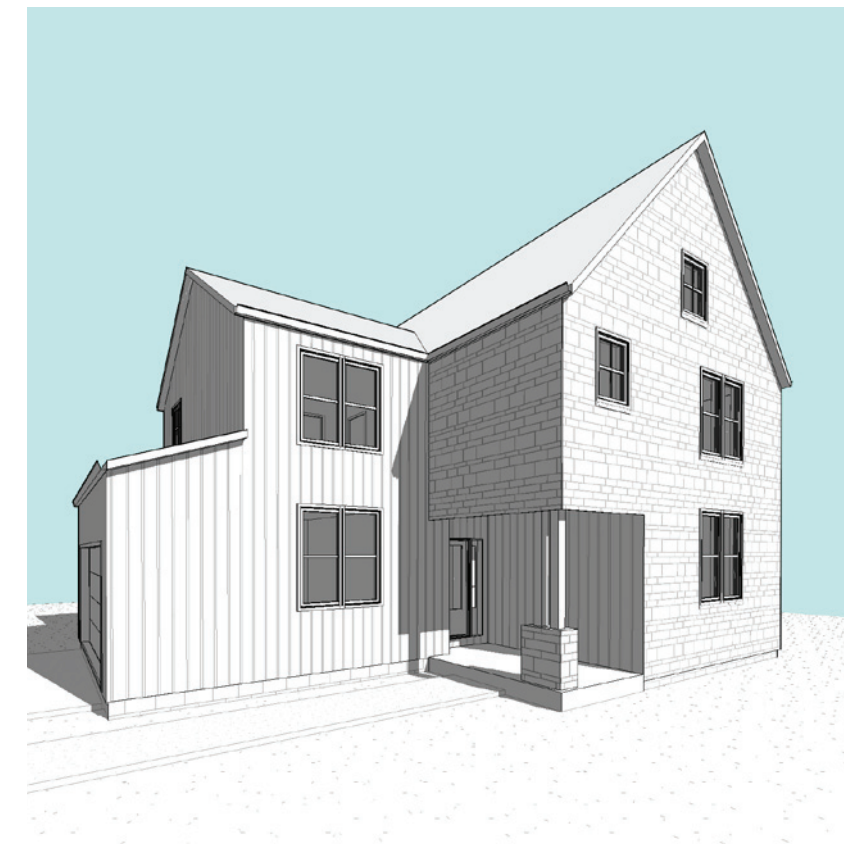
The exterior material palette is intended to be simple, of high quality, and low maintenance. The Hayloft and The Dogtrot will be clad in “Celect” cellular composite siding, prefinished in colors selected by the architect. The Millhouse will be clad in Semco thincut limestone with wrapping corner stones and monolithic sills, and its secondary elements will be clad in “Celect” board and batten. Windows and doors will be vinyl clad wood. We are happy to provide final color selections and physical samples of these products.



THE HAYLOFT
2 bdrm / 2 bath



THE DOGTROT
4 bdrm / 3.5 bath



THE MILLHOUSE
4 bdrm / 3.5 bath

waggoner reserve

City of Reynoldsburg Planning Commission Submittal

developer:
OMEGAONE
DEVELOPMENT

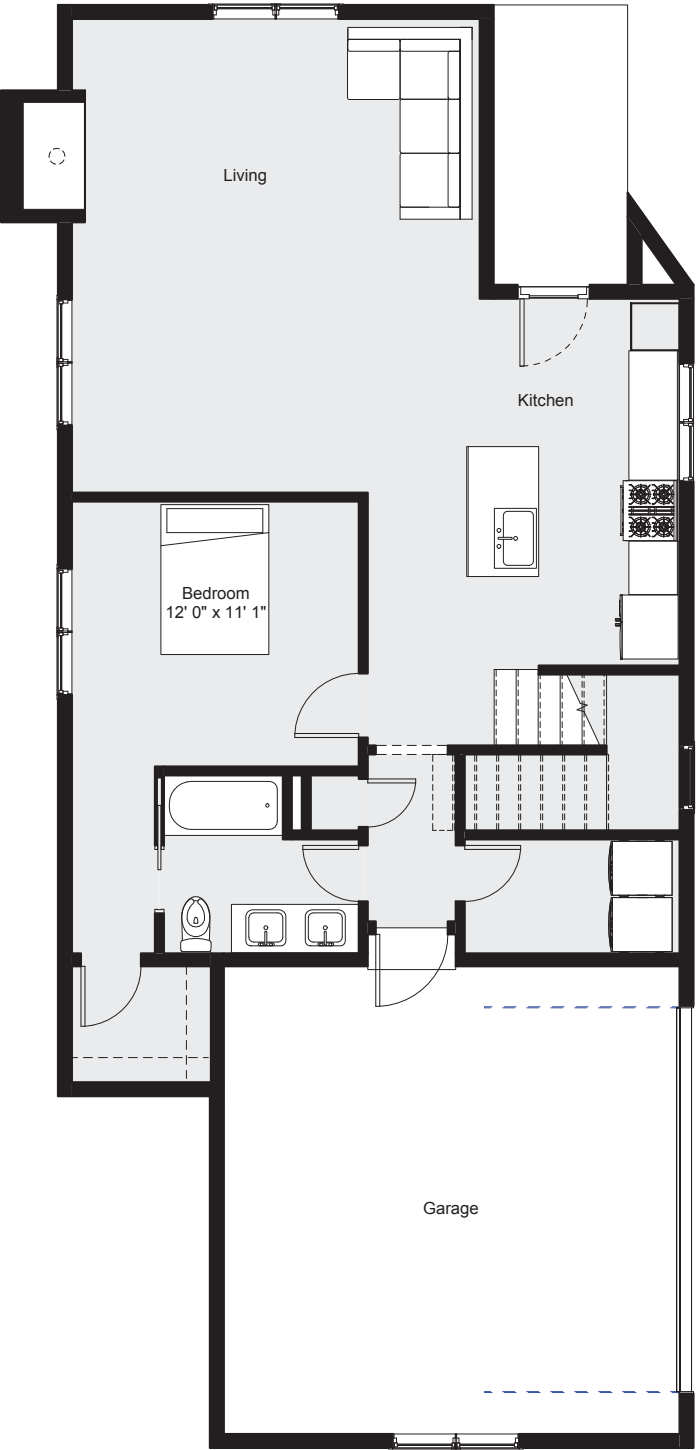
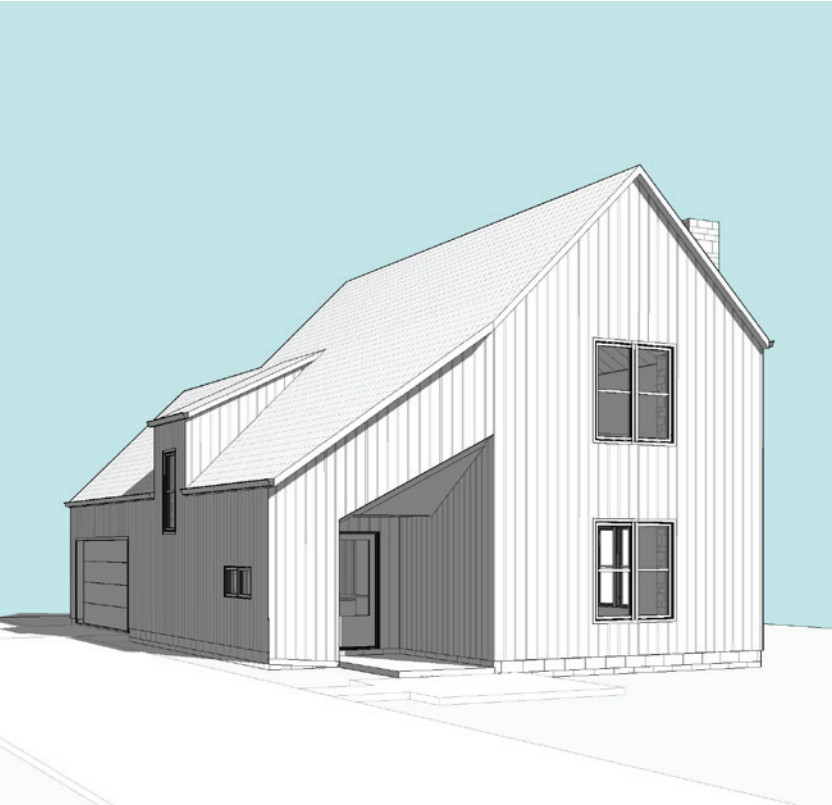
architect:
BLVD
Blostein / Overly Architects

civil engineer:
STONE

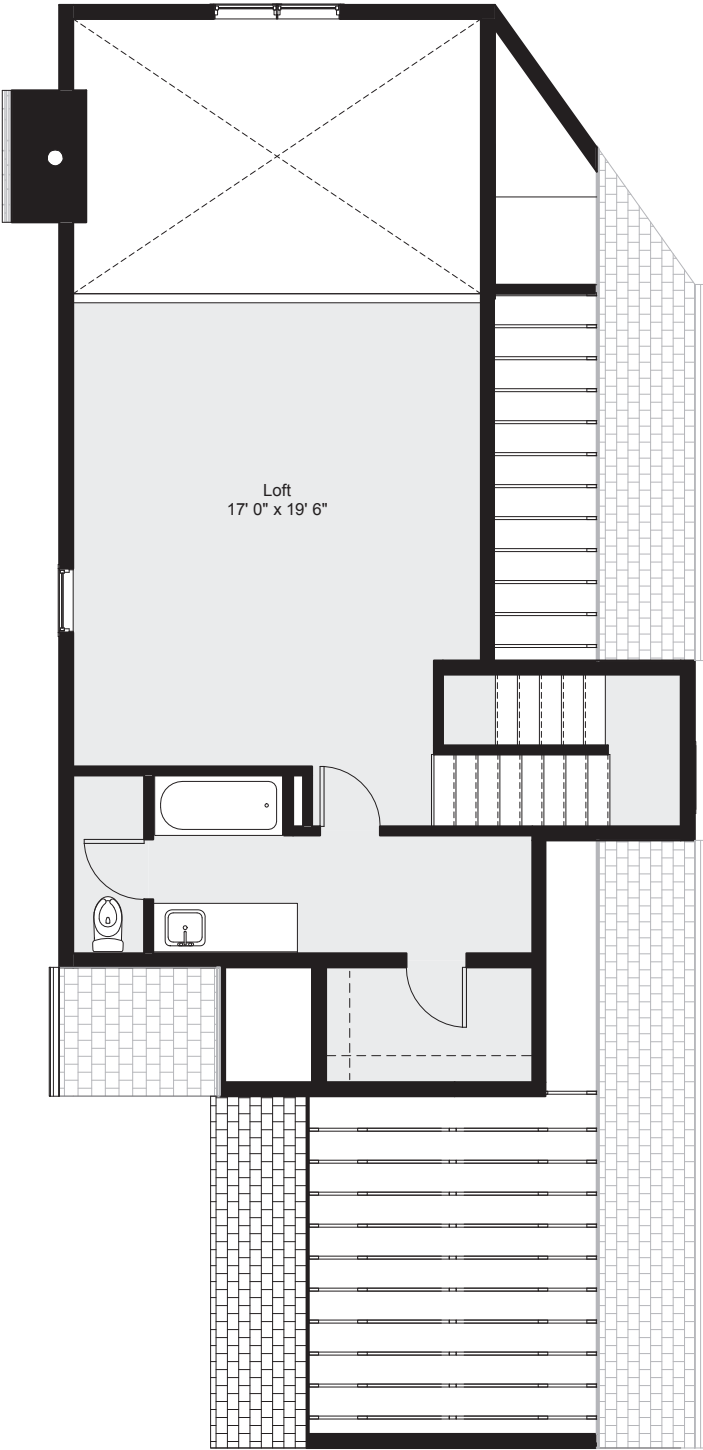
general contractor:
MCR

THE HAYLOFT:
2 bedroom, 2 bath, 1560 square feet

This condominium unit has a ground floor owner's suite and an upper loft overlooking the Great Room.



FIRST FLOOR PLAN 1/8" = 1'-0"

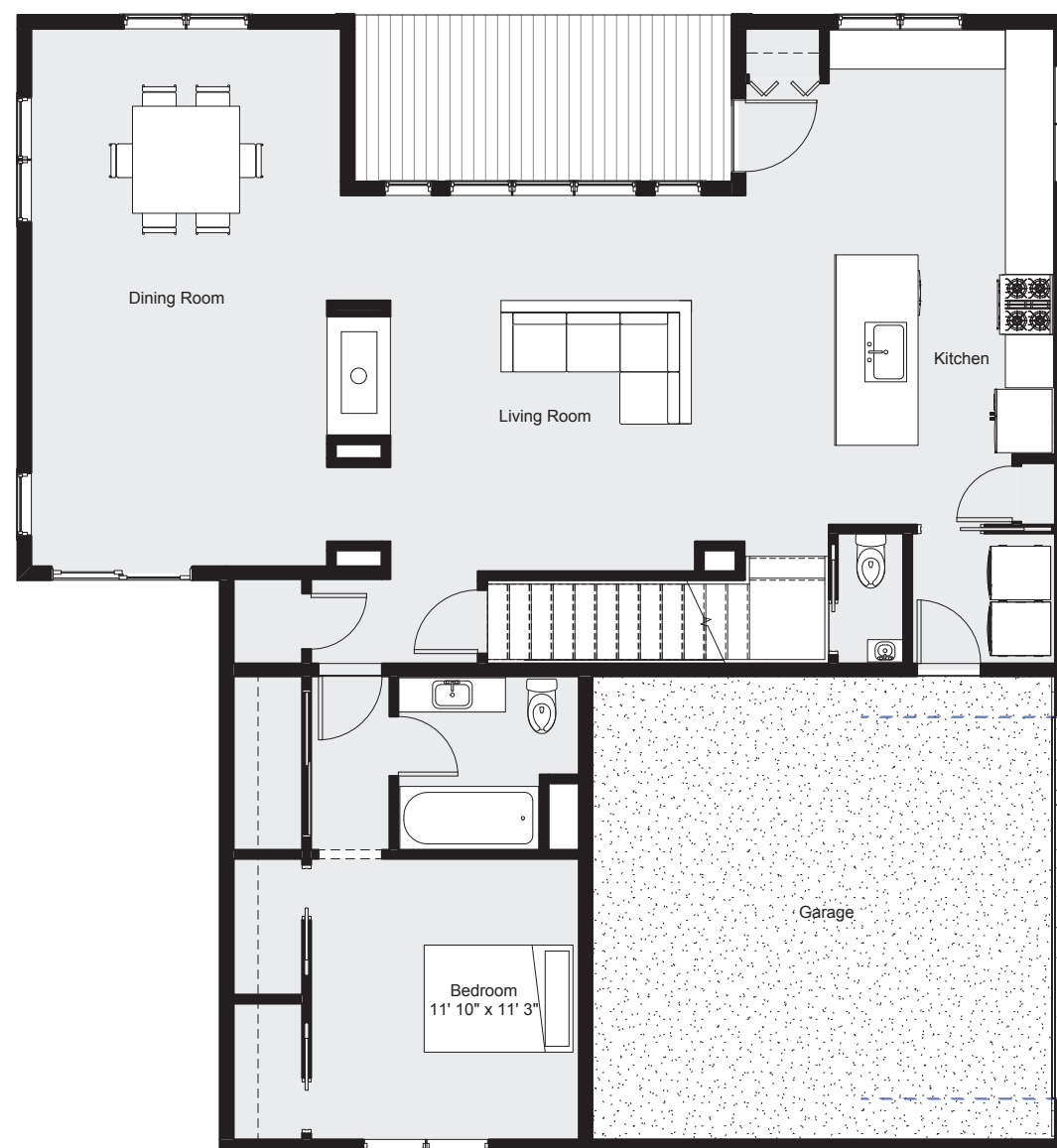
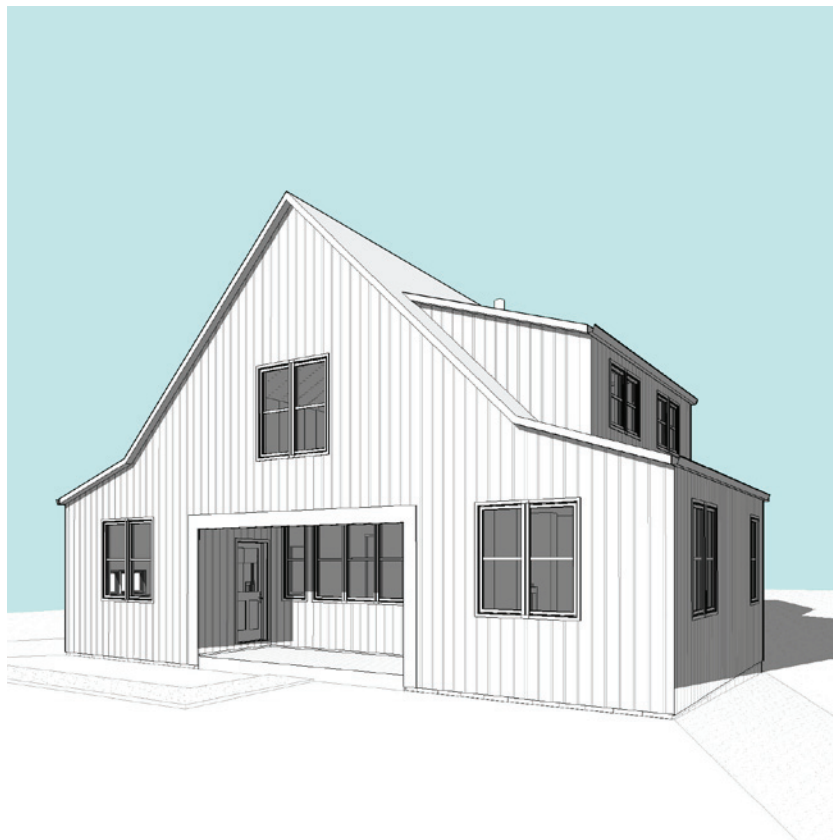


SECOND FLOOR PLAN 1/8" = 1'-0"

Attachment: NEW waggoner_reserve_2018_0712 (App# 2018-02, 455 Waggoner Rd, Ahenkora)

THE DOGTROT:**4 bedroom, 3-1/2 bath, 2200 square feet**

This unit has an open floor plan featuring a two sided fireplace and a large central porch in addition to a ground level owner's suite.

**FIRST FLOOR PLAN 1/8" = 1'-0"****SECOND FLOOR PLAN 1/8" = 1'-0"**

waggoner reserve

City of Reynoldsburg Planning Commission Submittal

developer:
OMEGAONE
DEVELOPMENT

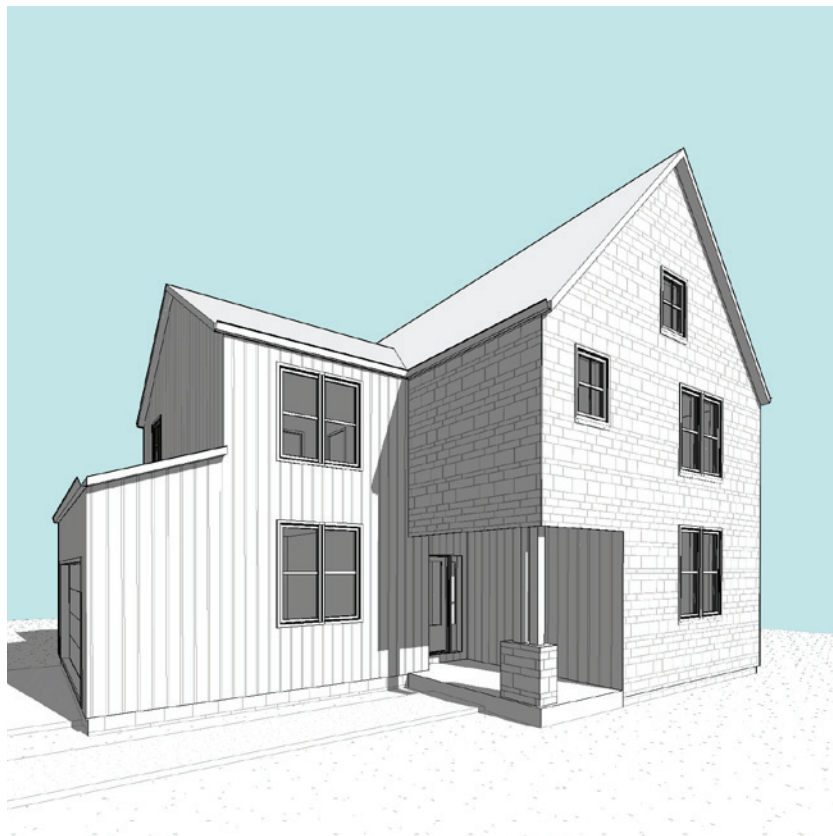
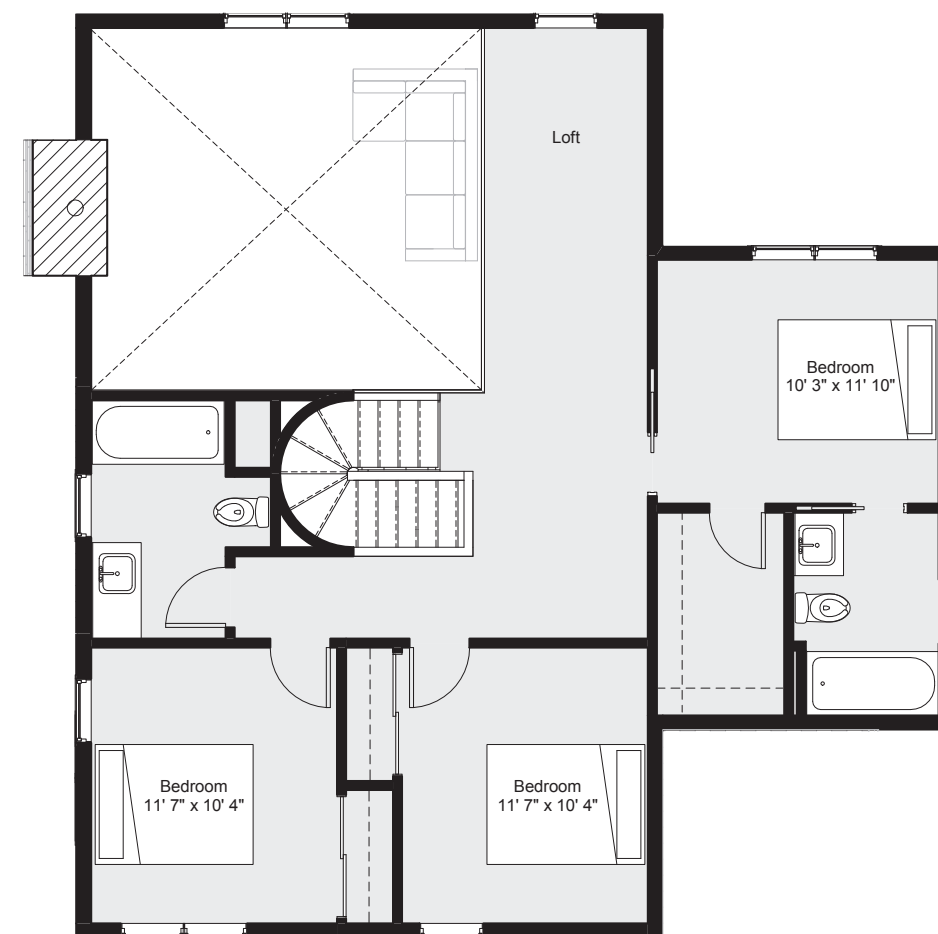
architect:
BLON
Blostein / Overly Architects

civil engineer:
STONE

general contractor:
MCR

THE MILLHOUSE:**4 bedroom, 3-1/2 bath, 2045 square feet**

Three upper level bedrooms overlook a double height Great Room. The unit has a ground level owner's suite and dining nook.

**FIRST FLOOR PLAN 1/8" = 1'-0"****SECOND FLOOR PLAN 1/8" = 1'-0"**

waggoner reserve

City of Reynoldsburg Planning Commission Submittal

developer:
OMEGAONE
DEVELOPMENT

architect:
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Blostein / Overly Architects

civil engineer:
STONE

general contractor:
MCR

PROPOSAL SUMMARY

Waggoner Reserve will be an owner occupied development with a unit density of just over three units an acre. An original farmhouse fronting Waggoner Road will remain and the architectural style of “contemporary agrarian” will be compatible with the surrounding neighborhoods. A new, 22 foot width private drive will be uniformly landscaped, making an attractive front door for the residents. Rear yards will be separated by five foot high privacy fences, and a 35 foot buffer will be maintained to the north with low ground cover and regional grasses, attractive as bird habitats.

If approved as shown, our intent is to begin construction in autumn of 2018 with first residents moving into Waggoner Reserve in 2019. MCR, the general contractor, intends to begin with the private drive and will move trades west to east, completing work with the condominiums.

Should you have any questions regarding this submission please contact the design architect, Blostein/Overly Architects, (614) 602-BLOV.



Attachment: NEW waggoner_reserve_2018_0712 (App# 2018-02, 455 Waggoner Rd, Ahenkora)

waggoner reserve

City of Reynoldsburg Planning Commission Submittal

developer:
OMEGAONE
DEVELOPMENT

architect:
BLOV
Blostein / Overly Architects

civil engineer:
STONE

general contractor:
MCR



CITY OF REYNOLDSBURG
Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

App./Case# 2018-02
Date Submitted: 5/24/18
Fee Amount: \$1900.00

☒ Paid: 1900.⁰⁰

PLANNING COMMISSION APPLICATION

I. PROPERTY INFORMATION			FOR DISTRICT CHANGE ONLY
Property Address: <u>455 441-447 S. Waggoner Road</u>			Proposed Zoning:
Description of Location: <u>Waggoner Reserve</u>			
Parcel ID#(s): <u>060-003341 and others (see submission)</u>			Size of Area to be Rezoned:
Number of Lots: <u>8</u>	Present Zoning: <u>R-3</u>	Present Use: <u>vacant, single family</u>	Existing Structures:
Complete Where Applicable:			
Engineer/Surveyor: _____			
Builder/Developer: <u>Omega One Development</u>			
II. PROPERTY OWNER OF RECORD			
Property Owner Name(s): <u>Enoch Ahenkora, Omega One Development</u>		Property Owner Address(s): <u>704 Keys View Ct Columbus OH 43085</u>	
III. APPLICANT INFORMATION			
Applicant Name: <u>see above</u>		Applicant Address: <u>see above</u>	
Applicant Phone Number: <u>614 554 1188</u>		Applicant Email: <u>ekahenkora@gmail.com</u>	
☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer			
PROJECT INFORMATION			
☒ District Change (Rezoning) (\$750 Residential plus \$50 per lot/\$1,000 Non-Residential) ☐ Amendment of Development Plan or Text (\$500) ☒ Major Site Plan (\$500)			
Description of Project: <u>Waggoner Reserve is a planned development having (7) single-family homes and (6) condominium units on 4.55 acres.</u>			
Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.			
Applicant Signature: <u>[Signature]</u>			Date: <u>5/24/18</u>
*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *			

OFFICE USE ONLY

Additional Notes:	Zoning Information ☐ Historic District ☐ CC Overlay	Planning Com. Meeting Date: <u>6/7/18</u> ☐ Approved as Submitted ☐ Approved w/ Conditions ☐ Tabled ☐ Denied	City Council Meeting Date: <u>7/25/18</u> ☐ Approved as Submitted ☐ Approved w/ Conditions ☐ Tabled ☐ Denied
	Add'l Approvals Req'd		
	☐ BZBA		
	P&Z Admin.: <u>AB</u> Date: <u>4/25/18</u> Clerk of Council: _____ Date: _____		

Attachment: 455 Waggoner Rd. App # 2018-02 (App# 2018-02, 455 Waggoner Rd, Ahenkora)



**City of Reynoldsburg
STAFF REPORT
July 5, 2018**

New Business

441 South Waggoner Road – Omega One Development – District Change (Rezoning)

App./Case:	#2018-02 – Zoning District Change (Rezoning)
Location:	The site is located on the West side of Waggoner Road between Astra Circle and Rodebaugh Road.
Request:	Request to change the zoning district for the site from R-3 and R-4 Residence District to PND Planned Neighborhood Development District.
Existing:	R-3 and R-4 Residence District
Proposed:	PND Planned Neighborhood Development District
Current Use:	Vacant / Single Family Residence
Applicant:	Enoch Ahenkora, Omega One Development

BACKGROUND INFORMATION

Proposal

The applicant is requesting that the Council and Commission review and approve a zoning district change in order to facilitate a proposed owner-occupied development consisting of seven single family detached homes and six single family detached condominiums, as well as related site improvements.

Existing Site & Context

The 4.29 acre site consists of four separate parcels and an existing single family home that will be demolished as part of the development. To the North and West, the property abuts single family dwellings in the R-3 District. To the South, the site abuts dwellings in the R-2 District.

STAFF REVIEW

Density

The applicant has provided a conceptual development plan that proposes a total of 13 units. The proposed density for the entire site is 2.85 units per acre, which conforms with the 5 unit per acre maximum prescribed by Section 1183.04(b) of the Zoning Code.

Site Configuration

The applicant's development plan proposes arranging the 13 units along a private drive connected via a cul-de-sac. The drive will connect to Waggoner Road, however none of the units will front Waggoner. Staff generally supports site designs that screen parking/garages and limit impervious surface via paired drives.

Landscaping & Open Space

The proposed landscape plan demonstrates general compliance with the provisions of Chapter 1180. The site will include a 35 foot landscaped buffer to the North. The applicant also proposes uniform landscaping along the private drive.

Building Architecture

The applicant has provided a conceptual building rendering showing 2-story residential buildings with open floor plans. The units are also proposed to be architecturally diverse from one another with 3 distinct unit types.

Utilities

The applicant will have to provide detailed utility plans for review by City staff in conjunction with their major site plan and plot-grade-utility reviews. The applicant indicated that their site will be served by a retention pond along the North side of the site. It will be the responsibility of the City Engineer to determine if the size of the basin is adequate per the Stormwater Manual of the City.

Traffic & Parking

The proposed parking on the site meets the requirements of the Zoning Code. Each unit will have 2 enclosed parking spaces, in addition to pad spaces. There are also 7 inset off-street parking spaces being proposed.

Administrative

In conformance with Chapter 1151 of the Zoning Code, applicants for district change are required to submit a development plan, which becomes part of the rezoning text. If this application for district change is approved, this development will be the only legal use of the site. Any deviations from the plan will require rezoning or approval of modified text by Planning Commission and Council.

STAFF RECOMMENDATION

The members should apply the standards for review of district changes contained in Section 1151.04 and Section 1183.05 of the Zoning Code and determine if the proposed use is compatible with the site. Staff's position is that that proposed development can be supported by the City's services and infrastructure.

NEXT STEPS

Provided the Commission recommends the application for approval, the next steps are as follows:

1. The application will be referred back to City Council for two (2) additional readings.
2. Assuming approval of this application for a district change, the applicant should submit an application for major site plan review by the Planning Commission.
3. Following the approval of a major site plan, the applicant will need to contact the Building Division at 614-322-6802 to submit plans for plot-grade-utility review and approval.
4. Following the approval of a major site plan, the applicant will need to contact the Building Division at 614-322-6802 to submit building plans for review. The Building Division cannot issue building permits until after the zoning certificate is issued.

CONSIDERATIONS

1151.04 STANDARDS FOR PROPOSED DISTRICT CHANGES.

The Planning Commission and City Council shall give consideration to the following standards in making recommendations and taking action with regard to proposed district changes:

- (a) The compatibility of the proposed zoning district and the features of the proposed development plan with the characteristics of the site and of the surrounding areas;
- (b) The potential impacts of the proposed uses of the district in terms of traffic, storm water, utility demand, noise, and other impacts;
- (c) The impacts of the proposed district and development plan on the health, safety, welfare, and morals of the community;
- (d) The compatibility of the proposed district and development plan with the elements of local plans applicable to the area, to surrounding zoning districts, and to existing and planned land uses.

1183.05 STANDARDS FOR DEVELOPMENT AND SITE PLAN REVIEW.

(a) Standards for Review. In reviewing and determining whether to recommend approval or disapproval of a Planned Neighborhood Development District, its development plan, or subsequent site plan, the Planning Commission and City Council shall consider, but shall not be limited to consideration of, the following characteristics of the proposed development:

- (1) The comprehensive nature and design of the development or site plans, including appropriate and intentional design of the physical, aesthetic, and economic relationships among its parts.
- (2) The suitability of the site proposed for zoning as a Planned Neighborhood Development District, including its location, size, width, relationship to existing development in the community and in abutting communities, natural features, relationship to community plans, and such other characteristics as the Planning Commission and City Council may deem important.
- (3) The anticipated effects of the proposed development upon the City and upon adjoining and proximate neighborhoods and properties, including the impacts of traffic, stormwater, noise, lighting, utilities, aesthetic values and other impacts.
- (4) The adequacy of planned roads, drives, parking, and loading areas to meet the projected demand for such facilities and to integrate with existing and planned facilities in the City.
- (5) The adequacy of planned pedestrian and bicycle facilities to meet the demand for such facilities, to integrate with existing and planned facilities in the City, and to promote use of such transportation modes.
- (6) The suitability of the location, dimensions, access to streets and utilities of each proposed lot within the district, given the nature of the use or uses proposed on each such lot, including the potential for future expansion of proposed dwellings or the construction of typical decks or outbuildings.
- (7) The adequacy of utilities to serve the proposed development and the suitability of the proposed utility design within the district and in relation to the utility plans of the City and its utility providers.
- (8) The proper orientation and relationship of the proposed elements of the development with natural and historic features and resources both on and off site, the degree to which the development has been designed to protect and enhance such features and resources, and the measures taken to mitigate negative impacts on such features and resources both on and off site.
- (9) The relationships of the architectural and site design characteristics among the areas of the development and with surrounding properties.
- (10) The availability of recreation and open space sites and facilities (existing and proposed) for use by the residents of the proposed development.
- (11) The nature and extent of proposed landscaping, existing vegetation and land forms to be altered or retained, and of proposed screening.
- (12) The suitability of the proposed separations between uses and buildings, including any proposed setbacks or yards, given the nature of the use or uses so controlled and the relationships and impacts of one use upon another.
- (13) The suitability of the total acreage and total floor area proposed for each type of use, and the number and bulk of buildings proposed for each type of use.
- (14) The suitability of proposed condominium or homeowners association agreements, deed restrictions, protective covenants, and other legal statements or devices intended to provide for the future use, ownership, operation and maintenance of areas of the planned development and its improvement

(15) *If non-dwelling uses are proposed, the projected traffic impacts, loading requirements, and the likely number of employees.*

(16) *The ability of each proposed phase of the development, or of any group of phases, to meet the standards established in this Chapter.*

(17) *Compliance with the Use Regulations and Development Standards of this Chapter, and, to the extent possible, determination of compliance with all other applicable local, state, and federal laws and regulations. In instances in which variances to existing regulations have been requested, such as to the Subdivision Regulations, the Commission shall consider the suitability of such variance and its impact on the proposed development.*

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: July 23, 2018****TO: Public Safety, Law and Courts Committee****RE: Ordinance Requesting to Appropriate Money from the General Fund
Marked as National Night Out Donations to Account 110.111.5207 in
the Amount of \$1,200.00.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

5/14/2018 from Goo Goo - \$250.00

5/16/2018 from Tuffy - \$350.00

6/18/2018 from Simple Church Ohio - \$500.00

6/29/2018 from Balloon Company - \$100.00

Total: \$1,200.00

General Fund

Date	Description	Business Donating Money	Income
5/14/2018	National Night Out Donation	Goo Goo	\$250.00
5/16/2018	National Night Out Donation	Tuffy	\$350.00
6/18/2018	National Night Out Donation	Simple Church Ohio	\$500.00
6/29/2018	National Night Out Donation	Balloon Company	\$100.00
Total			\$1,200.00

Attachment: AppropriateMoneyforNNO2018 (Request to Appropriate Funds for National Night Out)

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

DATE: **July 23, 2018**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING EMH&T TO CONDUCT
SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES
FOR ROADWAY IMPROVEMENTS TO PALMER ROAD;
APPROPRIATING FUNDS THEREFORE.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

EMH&T will provide survey, engineering design and assistance with bidding for the Palmer Road improvements. The proposed improvements includes a full depth reclamation of the existing pavement section; widening the road by approximately four (4) feet; roadside grading to establish positive drainage; and minor storm sewer improvements. The proposal and estimated construction cost is attached.

Requesting \$157,342.00 from unappropriated Capital Projects fund (410) and appropriated to is 410.000.0163.5659 Misc. Infrastructure.

June 26, 2018

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

**Re: Roadway Improvements for Palmer Road
Proposal for Design Services**

Dear Bill,

We are pleased to provide you with the proposal for survey, engineering design, and bidding assistance for the Palmer Road Improvements. Based on our previous coordination efforts on this project, we understand that the scope will include the following:

- Full depth reclamation of the existing pavement section from the intersection with Graham Road to the City Limits, just east of Ravine Way. This project corridor spans approximately 5,800 linear feet (1.1 miles).
- The pavement will be widened by approximately 4-ft during the reclamation process, creating wider lanes and a paved shoulder.
- Roadside grading will be performed to establish positive drainage from the widened roadway edge to the existing drainage ditches.
 - Minor storm sewer improvements may be necessary in certain areas to facilitate proper drainage. These will be identified during preliminary engineering.
- Residential driveway approaches will be replaced to meet the new roadway edge and mailboxes will be relocated as needed.

It is anticipated that the construction budget for this improvement will be approximately \$1,750,000 based on preliminary cost estimates that were included in EMH&T's conceptual design memo.

SCOPE OF SERVICES

EMH&T will provide professional engineering and surveying services necessary to prepare construction plans, specifications and bidding documents for the roadway improvement. A summary of specific work efforts is provided as follows:

- a. Survey – Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design of the roadway improvements will be acquired within the right-of-way. The Ohio Utilities Protection Service will be called in advance of field survey to provide planning information and field markings. All survey will be on the North American Datum 1983 State Plane Coordinate system and the North American Vertical Datum 1988. Existing topographic features such as existing pavements, embankments, storm sewers, and any other physical features, which may be impacted by design, will be surveyed.
- b. Right-of-Way Determination – We will conduct fieldwork and courthouse research

necessary to determine the right-of-way limits within Palmer Road to verify that the designed improvements do not encroach on private property without easements or rights of entry.

2. Roadway Plans and Specifications

- a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and 3 project coordination meetings throughout the design phase at various decision points or project milestone dates. We will develop a project schedule that corresponds to the City's desire to bid the project in early 2019.
- b. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
- c. Coordinate with a geotechnical sub-consultant to acquire pavement cores/borings along the project corridor to acquire information relating to the existing pavement composition and subgrade condition. This data will be used by EMH&T in the development of a structural pavement design and to confirm the suitability of full depth reclamation using the existing material.
- d. Roadway drawings will be prepared to show the physical layout of the roadway improvements. The vertical profile grade of the roadway centerline will be established.
- e. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and private driveway.
- f. Roadway cross-sections which detail the roadside drainage swale and linear grading limits will be prepared in 50-ft intervals.
- g. Typical roadway sections, plan details, supplemental project notes and specifications will be prepared.
- h. The design may include storm sewer improvements in areas where the ditch does not have adequate drainage or where existing storm sewers are in conflict with the proposed widening of Palmer Road.
- i. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain traffic during construction.
- j. Traffic control plans will be developed for the improvements.
- k. Staged submittals at the 30%, 60%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.

3. Permitting and Utility Coordination

- a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit a Notice of Intent to the Ohio EPA on the City's behalf.
- b. Coordinate with Licking Co. / Etna Twp. as needed on the project scope and maintenance of traffic details.
- c. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether or not any conflicts exist between existing utilities and the City's proposed improvements. It is assumed that we will send plans to the utility companies three times during design (30%, 60% and 100% plans) and will have one utility coordination meeting to discuss any conflicts.

4. Bidding

- a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. Tasks to be completed in conjunction with the bidding phase will include:
- i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation, review of bids and formal recommendation of award

Exclusions: Items specifically not included within the scope of this proposal include: Construction inspection, construction administration, land appraisal, land acquisition assistance, private utility relocation design, offsite storm sewer improvements, geotechnical studies, or environmental investigations or permitting.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Once we determine the start date for this design effort, we will prepare a detailed schedule for the project. We anticipate bidding of these improvements in early 2019.

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 this work described within the Scope of Services shall not exceed the following without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

<u>Description of Service/Task</u>	<u>Fee</u>
Surveying	\$38,624
Roadway Plans & Specifications	\$98,006
Permitting & Utility Coordination	\$16,512
<u>Bidding</u>	<u>\$4,200</u>
TOTAL FEE	\$157,342

CONSTRUCTION SERVICES

Services related to the construction phase, such as attendance at the pre-construction conference, construction inspection, review of shop drawings, as-built surveys, and construction inspection/administration are not included as part of this scope of services. We will prepare a separate proposal for professional engineering services upon request at the time of bidding.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-4555.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

cc: Mr. Keith Kundtz, Street Superintendent
File (EMH&T)

Attachment: Palmer Road Improvements (Palmer Road Improvements)

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: July 23, 2018****TO: Public Safety, Law and Courts Committee****RE: Ordinance Authorizing and Directing the Mayor to Enter into Lease Agreement with Modern Office Methods Dba Document Solutions for Copier for Police Department.**

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Skipped Stephen Cicak
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The Reynoldsburg Police Department is seeking permission for the Mayor to enter into a new contract with Modern Office Methods to replace an existing copier contract which will expire in August 2018. The new contract will cost \$573.88 per month, less than our current contract. I have attached documentation regarding the new copier.

**DOCUMENT MANAGEMENT
AGREEMENT**

APPLICATION NO.

AGREEMENT

13.a.a

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **Modern Office Methods, Inc. dba Document Solutions**.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Reynoldsburg Police Department			STREET ADDRESS 7240 E Main St	
CITY Reynoldsburg	STATE Oh	ZIP 43068	PHONE 614-322-6800	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING METER - COLOR
Canon iR-C5560i II		573.88	5525	2500	.0076	.05		
					(fixed)	(fixed)		

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR

Monthly Payment* \$ _____ B&W Impressions per Month _____ B&W Overages* \$ _____
Color Impressions per Month _____ Color Overages* \$ _____

TERM AND PAYMENT SCHEDULE

Term in 60 Months The contract payment ("Payment") period is monthly unless otherwise indicated. **plus applicable taxes*
METER READINGS VERIFIED: **B&W - QUARTERLY** **COLOR - QUARTERLY** ☐ See the attached Schedule "A" ☐ See the attached Billing Schedule
By initialing here, you agree that service and supplies are not included in this Agreement.

END OF AGREEMENT OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc.
dba Document Solutions

SIGNATURE	TITLE	DATED
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CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of Reynoldsburg Police Department

SIGNATURE	TITLE	DATED
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CUSTOMER (as referenced above)

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This continuing Guaranty shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. BOTH PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

PRINT NAME OF GUARANTOR	SIGNATURE (AS AN INDIVIDUAL)	HOME PHONE	DATED
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1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated) on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If service and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will automatically renew for 12-month term(s) until you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine financial condition and faithful performance of the terms herein.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expense that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize, merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves, liquidates, reorganizes, merges, or is sold, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 18% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed to us by you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Fin Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **SIGNATURES, ADDITIONAL DOCUMENTS, MISC.:** The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intent and purpose of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. Those calls and messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND FINANCED ITEMS.

9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. **MAINTENANCE AND SUPPLIES:** This Document Management Agreement includes full service, parts and labor, drum, developer, toner, toner waste bag (paper, transparency film, staples, labels and any item not specifically listed but included in the plan, but may be purchased through us). You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at all times. A meter read and serial number will be requested at time of order. You agree to use consumable supplies ordered hereunder only in connection with Equipment subject to this Agreement. We shall review, from time to time, the consumable supplies ordered by and shipped to you and the actual impression volume made on Equipment covered by this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 20%. Variance will be calculated using manufacturer's recommended yield. All supplies in possession belong to Modern Office Methods, Inc. dba Document Solutions and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the unit(s) of Equipment subject to such expiration/termination Agreement. (A) Scope of Coverage: This Agreement covers all labor and materials for adjustment (excluding densitometer), repair and/or replacement of parts necessitated by the normal use of the Equipment, except as provided herein. Damage to the Equipment or its parts arising from misuse, abuse, negligence or cause beyond our control, such as use beyond buyers' lab recommended volume or Acts of God, are not covered and will be charged to you at the current per call Modern Office Methods, Inc. dba Document Solutions' service rate. In addition, we may terminate this Agreement in the event the Equipment is modified, damaged, altered or serviced by personnel other than authorized by us, or the parts or supplies used are not authorized by us. (B) Service Calls: Service Calls under this Agreement will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) by the authorized service center in the area of the installation address shown on the face of this Agreement. Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rate in effect at the time the call is made. All toner included in the Agreement is based off manufacturer's stated yields, at 6% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" impressions will count as two meter impressions per side. If third-party hardware and/or software maintenance support for the Equipment is required by you, you understand that the support plan for such third-party maintenance has been acquired by us on your behalf and payment for such support is included in the Payment for the term specified on this Agreement. Such third-party maintenance will be performed by a third-party vendor. For third-party maintenance, please refer to the terms and conditions of the agreement(s) with the third-party vendor. Furthermore, the third-party maintenance support will begin with the third-party shipment date to us.

11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months of commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the per impression charge that exceeds the number of impressions originally designated in this Agreement ("Overages") by a maximum of 15% of the existing per impression charge.

12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMPRESSION VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. **METER READING:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. If after two notices, through no fault of Modern Office Methods, Inc. dba Document Solutions, we are unable to get a meter reading, we may estimate the reading and bill you accordingly. You will pay the invoice based on the estimated read. An adjustment will be made on a future invoice to reflect any difference between the estimated and actual read.

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certificate of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **July 23, 2018**

TO: **Public Service and Transportation Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH EMH&T FOR THE ENGINEERING AND
MANAGEMENT OF SEWER LINE CCTV AND MANHOLE
INSPECTIONS.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Request legislation for the Mayor to accept proposal with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the engineering, management of sewer main CCTV, reviewing of CCTV videos and manhole inspections.

This scope of work includes closed circuit televising (CCTV) of the sewer located in the vicinity of the East Main St and Brice Rd. Intersection and the areas just north of Rocky Den Rd.

Manhole inspections will be performed as a portion of the City's Sanitary Sewer Collection System.

Request authorization to proceed with this proposal in the amount of \$113,344.00 from account 720.736.5365 which was approved in the 2018 budget.



Engineers, Surveyors, Planners, Scientists

January 25, 2018

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

**Re: City of Reynoldsburg 2018 Sewer Inspection and Cleaning
Proposal for Professional Services**

Dear Mr. Sampson:

The sewer inspection and cleaning work included in this proposal will assist the City in meeting its obligations under the Ohio EPA Directors Findings and Orders to clean and inspect the City's sewer system annually. This scope of work includes closed circuit televising (CCTV) of the sewers located in the vicinity of the East Main Street and Brice Road Intersection and the area just north of Rocky Den Road. In addition, manhole inspections will be performed in a portion of the City's sanitary sewer collection system. Please refer to the attached exhibits for schematics of the proposed study areas. These investigations will identify significant deficiencies and culminate in a report which summarizes the deficiencies as well as any recommended improvements to the sanitary collection system.

SCOPE OF SERVICES

EMH&T will provide the following engineering services:

1. System Characterization and Management
 - a. Conduct project meetings with the City to include a kick-off meeting, progress meetings (when needed), and a presentation of findings and recommendations.
 - b. Review of existing site conditions, Record Plans, tributary areas, sewer capacities, and right-of-way; and coordination with the City of Reynoldsburg.
 - c. Prepare field exhibits for use by inspection personnel.
 - d. Conduct periodic site visits during televising, cleaning, and manhole inspections.
2. CCTV Field Investigations
 - a. EMH&T's Infratechnologies Division will perform internal pipe inspection (CCTV) on approximately 12,850 linear feet of 8-in, 10-in, and 15-in sanitary sewer.
 - b. The CCTV task includes regular cleaning activities and assumes the following:
 - i. Manholes are accessible to cleaning and inspection equipment. City crews will be available to assist in providing access if needed.
 - ii. No bypass pumping will be performed. It is understood that CCTV may need to occur during off peak hours.

- iii. Manhole lids are removable and there are no obstructions to man entry.
- iv. Debris will be disposed of at the wastewater treatment facility and there are no provisions in this proposal for handling hazardous wastes.
- v. City of Reynoldsburg will provide water from a hydrant near the project site.
- vi. Maintenance of traffic beyond cones and truck flashers is not included in the scope of services.
- c. A contingency for 24-hours of heavy cleaning/root removal is included in this scope of services to be used in the event that the sewers are not passable by the CCTV camera. In the event that heavy cleaning or root cutting exceeds 24 hours, EMH&T will coordinate with the City on options / fee for any additional work.
- d. One copy of CCTV logs and flash drives will be provided to the City upon completion of work.
- e. All CCTV will be conducted in accordance with Pipeline Assessment and Certification Program (PACP) standards and the observed defects will be graded accordingly.
- f. The following is a summary of unit costs for the CCTV scope of services:

Description	2015 Unit Price	Units
8-in	\$2.50	Lin. Ft.
10-in	\$2.75	Lin. Ft.
15-in	\$3.00	Lin. Ft.
Heavy Cleaning	\$195.00	Hour

3. Manhole Inspections

- a. EMH&T's Infratechnologies Division will conduct up to 735 manhole inspections (see attached Manhole Inspection Exhibit) using the City's simplified inspection form. The City's simplified manhole inspection form will be imported directly to GIS.
 - b. These forms will be linked to the City's GIS through EMH&T's GIS update contract.
 - c. In assessing the sanitary sewer collection system in Reynoldsburg, a physical assessment and GPS survey of the manhole will be conducted that includes photographs, physical measurements, and condition assessments will be made for each manhole
 - d. In the event that manholes cannot be located in the field (possibly buried or under structures), EMH&T will coordinate with the City for assistance in locating and accessing the manholes.
4. Data Analysis and Reporting
- a. The CCTV data will be reviewed with respect to structural or operation and maintenance defects. The pipes and defects will be scored based on PACP standards.

- b. Upon the completion of the field services, manhole inspection forms will be prepared. EMH&T will process and evaluate manhole inspections.
- c. Prepare exhibits for the existing conditions in the study area. Exhibits will also be prepared documenting findings and deficiencies in the collection system. Finally, exhibits will be prepared to outline the recommended improvements in the inspection area.
- d. The City's Capital Improvement Project list will be updated based on rehabilitation or replacement recommendations for the study area. Probable project cost estimates will be prepared for all rehab or replacement recommendations.
- e. A summary report will be prepared. One (1) copy of the report will be submitted to the City. This report will include a summary of the field data analysis, recommendations for further improvements/rehabilitation or additional analysis to be made to this portion of the collection system, updated Capital Improvement Project list, and probable project cost estimates.

No field survey or construction plans are included as part of this scope. If emergency repairs are needed, then an additional scope and fee may be necessary to cover the cost of those services.

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 One Hundred Thirteen Thousand, Three Hundred Forty-four Dollars and no cents (\$113,344.00) without prior authorization from the City. Invoices will be submitted monthly, based on the progress of the work, and are payable upon receipt. Should this scope increase to incorporate additional investigations or heavy cleaning, additional fees may be necessary to cover the cost of professional services.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
1. System Characterization and Management	\$6,692.00
2. CCTV Field Investigations	\$37,520.00
a. CCTV and Regular Cleaning for 8-in Sewer (12,300LF @ \$2.50/LF)	(\$30,750.00)
b. CCTV and Regular Cleaning for 10-in Sewer (250LF @ \$2.75/LF)	(\$687.00)
c. CCTV and Regular Cleaning for 15-in Sewer (301LF @ \$3.00/LF)	(\$903.00)
d. Cleaning and Root Cutting (Contingency Item, 24 Hours @ 195.00/Hr)	(\$4,680.00)
e. CCTV Reimbursable Expenses	(\$500.00)
Manhole Inspections (725 MH @ \$60 / MH)	\$43,500.00
Data Analysis and Reporting	\$25,632.00
TOTAL FEE	\$113,344.00

SCHEDULE

EMH&T is prepared to begin work upon receipt of a authorization from the City of Reynoldsburg. A detailed schedule for field activities and office work will be prepared and submitted to the City at a project kick-off meeting.

If this description and fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE
Senior Project Manager

Attachments: Exhibit 1 – 2018 CCTV Efforts Exhibit (2 Pages)
Exhibit 2 – Manhole Inspection Exhibit (1 Page)

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **July 23, 2018**

TO: **Public Service and Transportation Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING PLANS, AND PREPARE BID DOCUMENTS FOR THE 2018 GRAHAM/MAIN AREA AND NORTHFIELD/COTTINGHAM AREA SEWER IMPROVEMENTS PROJECT, AND APPROPRIATING FUNDS THEREFOR.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Capacity Assessment and Sanitary Sewer Evaluation Study that was completed as part of the City's response to the Ohio EPA Director's Findings and Orders (DFFO).

Installation of 5,000 linear feet of 8 inch, 350 linear feet of 10 inch, and 890 linear feet of 12 inch cured-in-place pipe

Replacement of a section or potentially multiple sections of sewer along Broadwyn Drive

Rehabilitation and repairs to aged and deteriorated manholes

Request legislation for the Mayor to accept proposal with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the engineering, plans, prepare bid document, supply bid documents for distribution, advertise for bids received and preparation of bid tabs for the 2018 Area Sewer Project for a contract amount of \$39,510.00.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

Request appropriation of \$39,510.00 for engineering services from Sewer CIP Account 720.000.0000.5622 to account 720.000.0165.5622 - 2018 Sanitary Sewer Rehab Project.

CIP BALANCES

Sewer:
2014-1223 24,500.50

Available 09/30/15 **124,718.66**

4th Qtr 2015 receipts +31 adj 94,785.53

Available 12/31/2015 **219,504.19**

Ord 11-16 2016 Manhole Project #152 -11,775.00

Receipts Thru 06/30/16-appropriated July 2016 187,564.50

2016 Manhole Rehab ord 65-16 -60,252.00

2016 Manhole Rehab ord 66-16 -10,563.00

Sub-total **324,478.69**

Add back closed PO Balances:

2015-895 inspection ord 33-15 43.87

2015-952 contingency ord 34-15 30,654.75

Sub-total **355,177.31**

2017 Rocky Den/Fox Project ord 96-16 -31,218.00

Final Appropriation at eoy 2016 **323,959.31**

Receipts July 16-Dec 16 193,979.49 517,938.80

Receipts Jan 17-April, 2017 123,613.76

Total CIP Appropriation 04/30/17 **641,552.56**

Ord 54-17 Rocky Den -264,842.00

Ord 55-17 Rocky Den -35,354.00

Balance June 30, 2017 **341,356.56**

CIP BALANCES

Sewer:	
Receipts May, 2017-Sept, 2017	157,313.32
Balance as of Sept. 30, 2017	498,669.88
Receipts October-December, 2017	95,749.05
Balance as of Dec. 31, 2017	594,418.93

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: July 23, 2018**TO: Finance and Administration Committee****RE: Ordinance Making Supplemental Appropriation for Debt Service Payment**

Approval:

Completed Brad McCloud	Completed Jed Hood	Skipped Stephen Cicak
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Ordinance Making Supplemental Appropriation for Debt Service Payment

From the Unappropriated Debt Service Fund for the amount of \$7,767.09 be Appropriated to
Account Number 310.991.5414 Principal

For the completion of the Livingston Ave OWPC project

Payment is due 12/31/2018

Lea's lative

310.991.5414

Stat Ohio

Public Works Commission**Loan Amortization Schedule**

Reynoldsburg City

1 Ave: Brice Rd To Lancaster Ave

i.26 Interest Rate (percent): 0.0

Loan Term (years): 18.0

Schedule CC06S-0-00

Principal	Interest	Payment	Balance	Month - Per	Per Start	Principal	Interest	Payment	Balance
Loan Initialization									
7,767.09	0.00	7,767.09	271,848.17	Jul	2	271,848.17	7,767.09	0.00	279,615.2
7,767.09	0.00	7,767.09	256,313.99	Jul	4	256,313.99	7,767.09	0.00	264,081.0
7,767.09	0.00	7,767.09	240,779.81	Jul	6	240,779.81	7,767.09	0.00	248,546.9
7,767.09	0.00	7,767.09	225,245.63	Jul	8	225,245.63	7,767.09	0.00	233,012.7
7,767.09	0.00	7,767.09	209,711.45	Jul	10	209,711.45	7,767.09	0.00	217,478.5
7,767.09	0.00	7,767.09	194,177.27	Jul	12	194,177.27	7,767.09	0.00	201,944.3
7,767.09	0.00	7,767.09	178,643.09	Jul	14	178,643.09	7,767.09	0.00	186,410.1
7,767.09	0.00	7,767.09	163,108.91	Jul	16	163,108.91	7,767.09	0.00	170,876.0
7,767.09	0.00	7,767.09	147,574.73	Jul	18	147,574.73	7,767.09	0.00	155,341.8
7,767.09	0.00	7,767.09	132,040.55	Jul	20	132,040.55	7,767.09	0.00	139,807.6
7,767.09	0.00	7,767.09	116,506.37	Jul	22	116,506.37	7,767.09	0.00	124,273.4
7,767.09	0.00	7,767.09	100,972.19	Jul	24	100,972.19	7,767.09	0.00	108,739.2
7,767.09	0.00	7,767.09	85,438.01	Jul	26	85,438.01	7,767.09	0.00	93,205.1
7,767.09	0.00	7,767.09	69,903.83	Jul	28	69,903.83	7,767.09	0.00	77,670.9
7,767.09	0.00	7,767.09	54,369.65	Jul	30	54,369.65	7,767.09	0.00	62,136.7
7,767.09	0.00	7,767.09	38,835.47	Jul	32	38,835.47	7,767.09	0.00	46,602.5
7,767.09	0.00	7,767.09	23,301.29	Jul	34	23,301.29	7,767.09	0.00	31,068.3
7,767.09	0.00	7,767.09	7,767.11	Jul	36	7,767.11	7,767.11	0.00	15,534.2
									0.0

Attachment: 20180615143009512 (Ordinance Making Supplemental Appropriation for Debt Service Payment)