



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, March 25, 2019

Council Chambers

PUBLIC SERVICE AND TRANSPORTATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Public Service and Transportation Committee – Committee Meeting – March 11, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

- a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH PYROTECNICO FOR THE 2019 FIREWORKS DISPLAY.
- b. ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) RECYCLING CARTS
- c. ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND DECLARING AN EMERGENCY
- d. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Chapter 741 Solicitors.

5. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM FOR THE ENGINEERING, PLANS, BID DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE LANCASTER AND MAIN PARKING LOT--PHASE 2, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY. (First Reading 3/25/2019).

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Ward 2 Councilmember Brett Luzader called the meeting to order at 7:50 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Bryant, Skinner, Joseph

ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

- a. Public Service and Transportation Committee – Committee Meeting – February 25, 2019

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM FOR THE ENGINEERING, PLANS, BID DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE LANCASTER AND MAIN PARKING LOT--PHASE 2, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: The purpose of this legislation to enter into contract with OHM advisors for phase 2 design services and preparation of bid specifications for the Lancaster and Main intersection lot. The total cost is \$22,000.00 for those bid specifications phase 1, included the demolition plans, layout, material plans, site clearing, drainage plan, sheath specifications. Phase 2 includes the creek <INAUDIBLE> structures, clay brick pavers, additional site clearing along the creek, gravel pass, signage and landscaping. And the work is anticipated to begin. We did some site clearing by the end of the year, end of 2018. We will continue that this year and they will begin the demolition in the next, 2 to 4 weeks, weather permitting, for phase 1.

Ms. Bryant: I guess I'm just wondering why this is being brought as an emergency, because its not like this is a new project. You know, we've had this in the works for awhile so why are we presenting this as an emergency.

Mr. Sampson: We had the phase 1, you know done for in 2018. Our intent is to be able to role from phase 1 to phase 2 quickly. Our goal is to have this done by late spring early summer. The entire project. Again, to allow for the landscaping.

Ms. Bryant: Is there some reason why we haven't had this up fro discussion before to avoid having this as an emergency?

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Mr. Sampson: We just got to cut the proposals for phase 2 from OHM, we have been working with them on a scope of services and what will be a logical fit for the phase 2 services. And again, working with <INAUDIBLE> our contract for the phase 1 services, they are scheduled for when they can proceed with phase 1 services. Were just trying to make it as seamless and fluid a process as possible.

Ms. Bryant: And I understand and appreciate that, I just, we've got an awful lot of emergencies that come through and this seems like this is something we could have discussed before.

Mr. Sampson: Well we have a very narrow window for good weather in the summer time and were trying to take advantage of that too, to have the landscaping in place.

Mr. Luzader: I think part of that too is we just got the proposal and the paperwork from OHM, two weeks ago?

Mayor and Mr. Sampson: Yes, that is correct.

Mr. Sampson: And again we have been working closely with them on the scope of services making sure that we have a proposal that reflects, you know what we envision in that area.

Mr. Clemens: Looking at the site plan, that water looks awful blue, so it looks good.

Mr. Spalding: Bluer than it is.

LAUGHTER

Mr. Sampson: You know the goal will be, if we could do it around, if we could begin discussing around St. Patrick's day it will be green.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 3/11/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 741 SOLICITORS. --- Luzader. Public Service and Transportation Committee.

Mr. Luzader: I hope everyone had a chance to read this. This is something I have noticed a couple other communities have done. And I think that its something that could be very beneficial here to our residents. When I thought about this one of the things that really struck me was, sometimes the solicitors come to the doors and they talk fast. Try get you to buy, convert your gas services, convert your electric services, convert your cable services. And a lot of times especially the older folks that live in town here don't quite understand what they are saying. I think if we can get this enacted, its

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something that might cut down on some of the solicitors coming to their doors. One of my proposals is if this does go into effect, would be to actually print off some of the forms and take them to the senior center. And if they want to be bothered, encourage them to sign up for this no knock registry. I put it on as a discussion item just to see how everyone feels about it tonight. I drew up this here was an off shoot of what Whitehall has. It can be changed updated to suit our needs. I tired to change it somewhat to suit our needs I have talked to City attorney, he thinks its a good idea. I have talked to the mayor, he is in favor of it, the service director is behind it. Like I said I think its something that could be very beneficial to our residents. Like I said I just wanted to see how everyone felt about it tonight as a discussion item before we decided to go further. With that I'll open it up for questions, discussions, members of the committee. Ms. Bryant.

Ms. Bryant: How would this work in conjunction with what we already have as requiring the solicitors, you know we have already got the requirement that's solicitors get a licenses to go out and knock the doors and I don't know that most people are aware of that. I think its a good idea, I guess I'm just wondering do we need both of these or I'm just spit balling.

Mr. Luzader: This would be in addition to the 741 that we have now where they would still have to get a permit, when they come and get their permit, there would be a list at the service directors office and each person that comes in a gets a permit would get a copy of that list and it would be up to the solicitor to go down that list, and my proposal when it talked to Mr. Sampson earlier today, would be to have that list in alphabetical order according to street, so that when the solicitors working this street he knows these addresses don't want to be bothered.

Ms. Bryant: So are you looking at having it as a completely separate ordinance or are you looking at amending the existing solicitor license ordinance?

Mr. Hood: This amends the existing solicitors permit, that's why its marked as such in this packet. What this does and just to make clear, this is the private property owner voluntarily asking to be added to this. So this is no different than someone putting their own no solicitation sticker on their window or their screen door. And say I don't want to be bothered. But we don't have a list that's compiled that are already doing that. What this does is has the City not only complies those folks but anybody else that would like to be added to that registry, when a business comes into the City and asks for a permit of our service director to solicit in the City, they would also be provided a list of these no knock door where they are not allowed to go and ask to sell their wares in the City.

Ms. Bryant: So who would be responsible for compiling this list and maintaining that?

Mr. Hood: Service Department. And I believe that the cost would be shifted to the applicants. So were going to do stickers, they will cost a little bit. Wont cost anything to maintain it, other than some man power hours. So but we talked about addressing that In the cost of the application of the solicitors themselves so there is no cost to the homeowners.

Mr. Luzader: Yea, if we did stickers or which ever, the cost of the postage and the stickers them selves would be included in the permit fee for the solicitor for the solicitor.

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Mr. Joseph: Yea I think that this is a good idea, it will compliment our current requirements for the solicitors. But I just want to clarify, that the stickers that are going to be distributed. Are they just simply going to say do not know or they say solicitors do not knock. I think there would be confusion by non solicitors that it means everybody. Not knowing the ordinance, not understanding what it says.

Mr. Hood: Yea it will be clear for solicitations only and the Whitehall prototype, if we do something similar to that. Looks like that already. You can find that news agencies picked up on their ordinance a week or two ago so if you can find it with a google search if you like. And we can talk about that. But yes it will be clear, its not a matter of their not welcoming folks to their door but they don't want to be approached by people selling wares.

Mr. Joseph: What about, since you spoke to this Mr. Hood. What about people who don't want anyone coming to their doors?

Mr. Hood: They have the right now to answer it.

LAUGHTER

Mr. Joseph: Ok, I just wanted to clarify.

Mr. Hood: <INAUDIBLE> 13 years, there are plenty of folks who do it.

Mr. Joseph: I have run into people like that, but yea ok. So, but they cannot just simply say, you know, no one right?

Mr. Hood: Well I mean, we all know that there are no solicitation signs on screen doors now. What were trying to do is organize that and also make it available to everyone. Voluntarily. So we can compile a list so when the solicitors come in and obtain their permits, which most of them do, they will also be provided that. I have no way of anticipating how popular this will be. I think its going to be pretty interesting to see how many people will voluntarily sign up to do this. The other thing I will tell you is and the Chief spoke to this. There are more and more folks that have those doorbell cameras on their doors, so they know exactly whose at their door and maybe they don't answer because of that, I don't know. But with technology there is another way to avoid any confrontation at the doors as well.

Mr. Joseph: It may also be beneficial if some were on this sticker, that it states that the homeowner is participating in a City sponsored program versus just a generic no soliciting.

Mr. Hood: Correct, Brett talked about that specifically and we want to make sure that we identify it as a City program.

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Mr. Luzader: And also, if the solicitor continues to knock on doors that has these stickers or are on the registry, than one of these proposals is also that they can have their permit revoked.

Mr. Hood: And potentially be fines if they continue to do it.

Mr. Spalding: But in fact that's already there, right? They can be fined if they continue to knock, are told to go away or no solicitors? So I mean all were doing is elevating and making sure we are going to legislate for these people. Here is where my concern is. And here is the part that bothers me. Because now the stickers getting to look like a plaque, all the things were going to add to it. We could cover up a window or two with it. Alright because we say here the City will send a notice to each registered <INAUDIBLE> on the main entrance door or window so that it is very visible for those approaching the premises. So that's fine, so here it is. Says no solicitors and all the other things we want to put on there. But my concern about that is, how many people, cause you mentioned these old folks, really? I see old folks every day and that is not even on their top ten concern list. People knocking on their door. If you could keep people from calling my phone, now you would be able to do something. But this is not, this is not really big. Because you know what happens, they don't answer the door. They just don't do it. So do they want a sticker because they are old people. No, they don't need that sticker at all. So, if that's what we think were doing, were going to help out of old people, you know go somewhere else, because that's not their concern at all.

Mr. Hood: I think this helps everybody. But once again, this is totally voluntary. So if they chose not to participate, they have no reason to participate, they don't have to.

Mr. Spalding: Sure, now they've put it up and a girl scout comes to sell cookies, guess what that girl scout she isn't on the registry list and you know what, she has every right to go up to that door and knock on it. But you know what some of the people that live there go hey see this sign? Trust me that will happen, no your not supposed to knock here, what are you doing here little girl. And that's going to happen, alright. The band, no no go away, you cant knock on my door, I got one of these stickers. You know, I just hate to see us legislating stuff that we don't need to be doing. This is way jumping over as far as I'm concerned. And that's simply an opinion. But it was being resented as something nice for older people, could be presented for something, this would be really good for our community. I don't buy it, I don't buy it at all.

Mr. Luzader: That's why I brought this up fro discussion. We don't necessarily have to have stickers. It would be a registry that will be given to the solicitors, its up tot hem to go down that list and say I don't knock on this address, this address, this address. We can also include a clause in there. That would preclude girls scouts, boy scouts, different tings like that. But that's why this is just for discussion tonight and like I said we can tweak it however we want or If we don't want to do it, that's fine. I jus think its something that would be very beneficial to the community as a whole.

Mr. Skinner: I'm not really sure exactly what the benefit is as opposed to me getting on Amazon and having a no soliciting sign in my door tomorrow morning. I don't know why, is there something different with these stickers than a no soliciting sign that I could by at Walmart right now. But I don't really understand how this is different than what is currently in place. As for a solicitor going

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door to door, I'm fairly certain no solicitor is going to get a list and then go down through the list, I think they are just going to go through every single house, see a sticker and then walk away like they do currently with a no soliciting sign. So I'm just trying to, I mean I could be totally wrong, open to that. I'm not sure though what exactly the benefit of this is, compared to what we already have in place.

Mr. Joseph: We currently don't give solicitors a list, correct. That's the big difference. Solicitors would get a list. Time is money. I think solicitors would look at it, I think they would say these people don't want me knocking on their door. I have a lot of other people to see. My view is if you stickers or no stickers, this compliments the current law by giving at least the solicitors information that these people want nothing to do with them and that they will look elsewhere to sell. I mean they can knock but I don't know what they statics are but I doubt if they are selling much to people that don't want them on their front stoop. So I think that's the big difference, more information for the solicitors. Whether you do a sticker or not.

Mr. Skinner: Right, I understand I guess that does make some sense. That they could probably walk down the street and look at the list but I think that's a matter of seconds. I'm not suggesting that they are going to knock on every door with a solicitation sign. I'm suggesting that they are going to walk up in view of the door, see the sticker and just turn around and walk the ten steps they've just took up the driveway. I don't think that that's really going to save anybody really a whole lot of time, I don't think that's going to save anybody a whole lot of dollars.

Mr. Hood: I think the thing that you may be overlooking Mr. Skinner is, some solicitors, not all but some take advantage of technology and they have an ipad with potential sales leads. And if they can remove those addresses from our list without actually walking to that street, they may be able to avoid that delay in its entirety. I don't, obviously my boy scouts don't do that but I think the more prevalent companies that employ sales teams like this do take advantage of that technology and these do not knock list are becoming more and prevalent across not only the county but our state as well. So they are adapting to them as well.

Mr. Luzader: Like he said its not new, its not a novel idea that we are the first ones to implement it. I think Whitehall just did it starting November or October of last year. They've already got over 1500 people signed up for it. Ms. Bryant.

Ms. Bryant: I guess its you know the idea of having a registry, I think fundamentally it is a good idea but just like the do not call list, you know there is all these exceptions to the do not call list and I don't know about any body else in this room but I still get just you know probably a dozen calls a day easily and I'm still on the do not call list. That being one thing. I suppose a sticker from the City could be an optional thing if somebody wanted it but as Mr. Skinner said, you could just as easily go to Walmart and pick up a no soliciting sign. And then Mr. Spalding's comment about the girl scouts selling cookies, you know this would be on of those exceptions just like, political campaigning and the Jehovah's witnesses and you know pretty much everything else. I think you know you will have some people that say how dare you girl scout knock on my door but then your going to have other people be like girl scout wait, I need cookies and why didn't you knock on my door. I think if were

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going to do this there needs to be some sort of understanding with the people that register that there are going to be exceptions to this and that they should expect that those exceptions are. You know most people aren't excited to have the Jehovah Witness' at their door because I think most of us have decided are religions and all. There are certain exceptions that we already have in place that I don't know that people are aware of. I think if we go through with putting a registry together, we need to have a clear understanding for the people joining that registry that your still going to have people knocking on your door, its just going to be instead of the whole world knocking on your door, it may be these exceptions.

Mr. Luzader: Well and that's something that we can put on the form, that when the folks fill it out to be part of the registry that these folks still have the right to knock on your door, you don't have to answer. You've always got that right. Mr. Baker.

Mr. Baker: She basically, Council woman basically took my question about that making sure the people are aware of when you sign up for this, these are the people that are exempt and these are the ones that are not allowed to ignore you basically. When a solicitor comes to my door, I have no problem with just shutting the door in their face and going on about my business and I have done that a couple of times. No disrespect to them because I understand they are trying to make a living, however, your not selling something I want, that too. And I worry about not just the girl scouts but if some kid wants to go up and down the street, knock on the door trying to snow plow somebody's driveway or cut their grass you know a little summer job, I know people say well we don't see that much anymore. But I saw it a couple of times, I would like someday not affect them. You know as kids just trying to make a quick buck.

Mr. Luzader: Like I said this I just for discussion tonight, I think we have got some ideas of where we need to go and where we can tweak this. I'll get with the City Attorney the next couple weeks.

Mr. Hood: I think these are good comments and I think that an education component we we're talking about putting the lists on the form, to make sure the people understand its not a total prohibition. We also want to make sure that people that are in the City that are either talking religiously or talking politically or so on and so forth, they understand they are not prohibited. I mean I think that's a two way street. Yea this is certainly not an end all be all. I was thinking though maybe we could put on the sticker City of Reynoldsburg and then do not knock and then maybe unless you have thin mints, maybe, I don't know. Because I'm for that,

LAUGHTER <INAUDIBLE>

Mr. Hood: I think we can work on it, I think its a good starting point and it sounds like there is enough people in agreement we should at least think about moving this forward so we can work the language up.

Mr. Joseph: Yea, I have one more question either for Mr. Hood or Mr. Sampson, whoever might know the information. Do we have, what's the current number of solicitors that are registered with the City? Do you have that information?

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Mr. Hood: That's a Bill questions, would you know that off the top of your head Bill?

Mr. Sampson: I do not know that, I would have to get back to you.

Mr. Joseph: Ok, because I would like to know if were talking about a couple of dozen or hundreds or whatever. And secondly, do we have any kind of, do we maintain any kind of records of people who do complains? How frequently we get complaints of the City of people saying, I am being solicited, these people don't have permit or anything like that. Do we have any...

Mr. Hood: We can get that...

Mr. Joseph: Ok because it might be interesting to see how big a problem it is, who is registered who is not.

Mr. Hood: I, myself, I don't shut the door but I do ask if they have a permit and then they generally say well its down in my truck, which I know is not true. Yea we can get that information to you before the next meeting.

Mr. Luzader: I would like to just hold this for two weeks. I can get back with the City Attorney, and if you have got any other questions or concerns either get them to me or get them to City Attorney and we will see if we cant get them addressed and talk about it again in two weeks.

Second by Councilman Baker to hold for two weeks all voted in favor.

RESULT:	ITEM HELD	Next: 3/25/2019 7:32 PM
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LEGISLATION FOR THIRD READING

39-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF SEWER LINE CCTV AND MANHOLE INSPECTIONS. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 3/11/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

SWACO PROJECT GENERAL QUESTIOS AND RESIDENTIAL ZONING CODE QUESTIONS

Mr. Clemens: There has been a letter sent out that Rumpke plans to pick up their red recycling bins and we have discussed and asked if you would explain to Council what that means if you would please.

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Mr. Sampson: We have a contract for the next three years with Rumpke to provide waste collection services, they will honor the red bins. We do have, I'll be coming back to council, we do have the roll out of the new recycling bins occurring in May. But residents will have the option if they want to continue to use the red bins or if they want to use a container of their own, Rumpke will continue to service those. There is a communication that's out that Mr. Clemens saw that they are going to offer a time that they will pick them up for residences that want to use my new bins, you know I no longer want to store or keep my red bins, Rumpke will collect those bins on one or more dates. But they will continue to service whatever container, for the next three years that a resident chooses to dispose of their recycled material.

Mr. Clemens: I have one other question, thanks Bill. I understand. And this would pertain to you. This is kind of an odd question. I have had a lot of conversation on it, a lot of people have contacted me on this one. I know it was handled right but it has to do with a piece of property in my ward. And it has to do with a piece of property that a house burnt down on a few years ago and this is on Retton, on the corner of Rosehill Road. The house that's being built, and I have checked I know they are doing the permits right, but the house that are being built is probably three stories high. It matches nothing in the neighborhood, period. And I wasn't sure and I thought maybe you would know, I don't remember everything, do we have anything in the building code that requires you when you come in to a subdivision, that you have to maintain the looks of what the subdivision is? Do you happen to know about that?

Mr. Sampson: We do not, that I am aware of, Mayor?

Mayor McCloud: Not that I am aware of Mr. Clemens and I have seen the property your talking about, let me confirm that and ill get back with all of Council. But not to my knowledge.

Mr. Clemens: Yea, I and I know they have permits you know they are sitting in the right place. It's just way out of bounds, lets put it that way compared to what the rest of the City <INAUDIBLE>

Mr. Sampson: I grew up in a Huber home, I know what your saying Mr. Clemens. The, you know we had both John Pazske our Chief Building Official and Emily, our zoning administrator, they both went out together to make sure that the building structure wasn't expanded beyond the zone of requirements for that particular parcel so the City has been following up on the progress of the construction.

Mr. Clemens: Yea, I have no complaints on that part of it, other than it looks terrible. If you would I would appreciate it, thanks Mayor.

LAUGHTER

Mr. Luzader: I wouldn't say it looks terrible just out of place.

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Mr. Clemens: Terribly out of place. Well I mean when you have people complaining about them looking in their windows <INAUDIBLE>

Mr. Baker: Yea you probably answered this already, when the new bins come, do we have to come City halls and pick them up or are they going to deliver them, I cant remember.

Mr. Sampson: We will deliver them. The staging area is in Gahanna. Our tentative day is May 3rd, its a 7 to 10 day window that they will do the roll out, they will bring them to your residence. There will be a serial number on the identifying them with your house and will log into our data base, our water department data base and but yes they will be brought to you.

Mr. Luzader: Along those lines Bill could you maybe just outline a step by step of what is going to occur and what's expected of the residents and give us a little update in a couple weeks or so?

Mr. Sampson: Yea that is our plan. We have been working closely with SWACO and were going to come and do a presentation for Council, there is also \$10,000.00 for a media, literature, that were going to be communicating with our residents. I'll do a public meeting, you know our whole point with this process is not surprises, we want our residents to be aware of what they'll be getting and when they will be getting it and what can be used and what cant be used in our recycling bin. That educational process will be unfolded in the next couple months.

Mr. Luzader: Instead of maybe just trying to wing it and give us some of these answers off the cuff...

Mr. Sampson: No, no we want everybody to go in eyes wide open, so that's our intent. And we will make sure that Council and our public are aware of all the details.

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

DATE: March 25, 2019**TO: Public Service and Transportation Committee****RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH PYROTECNICO FOR THE 2019
FIREWORKS DISPLAY.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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The amount of \$29,250.00, and the funding for the fireworks was included in the 2018 Service Department budget (account #5303- Community Events). Pyrotecnico is on the approved vendor list. Contract attached.

REYNOLDSBURG FIREWORKS DISPLAY CONTRACT

THIS CONTRACT AND AGREEMENT, for the sale and display of fireworks made and concluded this _____ day of _____, 2019, by and between **Pyrotecnico** of New Castle, Pennsylvania, and the **City of Reynoldsburg**, a chartered municipal corporation formed under the laws of the State of Ohio, hereinafter referred to as ("City").

WITNESSETH: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties to this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions, and payments of this contract.

1. Pyrotecnico agrees to sell, furnish, and deliver unto City fireworks to be exhibited in accordance with the programs set forth in the "Proposal for City of Reynoldsburg" in which are attached hereto and incorporated by reference into this contract as if fully restated.

2. Said fireworks to be furnished for display on the following date **July 3, 2019**, provided the weather permits a display. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date, the date of **July 4, 2019** will be the "**rain date**" of the event. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said "**rain date**", a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest manner without any deductions whatever from the hereinafter named compensation.

3. If, due to the occurrence of a contingency as described above, with the aforementioned dates it is in Pyrotecnico's professional opinion with a reasonable degree of certainty, impossible or impracticable to present the display at the dates and times specified, Pyrotecnico and the City will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the date following the scheduled exhibition and Pyrotecnico personnel and equipment are required to return to their original point of origin, then the City shall be obligated to pay an additional charge of 15% of the contract price for transportation and travel of material and personnel back to the display site. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the City shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the City shall be returned to the City forthwith, less any and all reasonable expenses incurred by Pyrotecnico in anticipation of presenting such display, including, but not limited to, costs associated with set-up and takedown of equipment, and transportation of materials and Pyrotecnico personnel.

4. Pyrotecnico agrees to furnish unto the City one or more trained (pyrotechnic) personnel to present the said display. The City agrees to procure and furnish a suitable place to display said fireworks, and to secure all applicable police, fire, local, state, and federal governmental permits, licenses, and approvals.

5. The City agrees to indicate that Pyrotecnico is the organization responsible for exhibiting the fireworks on the said date in all advertisements, billings, and public relations materials.

6. The City agrees to furnish to Pyrotecnico ample police and fire protection for the protection of its property and the firing of the exhibition without interference from the public.

7. The City agrees to furnish and set up restraining lines pursuant to the instructions supplied by Pyrotecnico and in compliance to all rules, orders, and regulations of the National Fire Protection Association.

8. The City agrees to furnish adequate protection and security of the exhibition grounds to preclude all individuals other than those authorized by Pyrotecnico from entering the security area. No personal property of any kind, including but not limited to motor vehicles shall be allowed within the "safe zone". Prior to, during, and immediately following the display, the City shall be solely responsible to furnish and set up restraining lines for keeping all persons (except the trained personnel and their designated help) out of the danger area and behind the safety zone lines. This paragraph does not eliminate Pyrotecnico's obligation to provide security at all times, once the fireworks are inside the City or Township.

9. The City agrees to furnish to Pyrotecnico the sum of \$29,250 (the "Contract Price") paid as follows: a. 50% of the Contract Price due upon the signing of the contract; b. the balance of the Contract Price due within ten (10) days of completion of the Fireworks exhibition. The City agrees to pay interest at the rate of 1.5% per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, Pennsylvania 16103. Furthermore, in the event the City fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, the City shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sums.

10. Pyrotecnico agrees to name the City of Reynoldsburg and Truro Township as additional insured on a Ten Million Dollar (\$10,000,000) non-waste liability insurance coverage and supply the City with evidence of said coverage.

11. The City agrees to indemnify Pyrotecnico and hold its shareholders, directors, officers, employees, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including real and personal) or bodily or personal injuries (including death) whether arising in tort, contract, or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of the City or its employees, agents, contractors, or representative, or (b) the failure of the City to comply with its obligations and responsibilities as set forth herein.

12. Pyrotecnico agrees to indemnify the City and hold its employees, officials, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs or experts

and attorneys) arising from damage to or destruction of property (including real and personal) or bodily or personal injuries (including death), whether arising in tort, contract, or otherwise, that occur directly or indirectly from the negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors, or representatives.

13. Pyrotecnico agrees to notify Truro Township Fire Department (TTFD) immediately when the vehicle carrying the fireworks arrives in the City of Reynoldsburg. Pyrotecnico agrees to furnish a 24 hour guard, at their sole cost, with the vehicle during the time it is in the City of Reynoldsburg or Truro Township. Pyrotecnico agrees to inspection of fireworks mortar racks that are encased in wood, if deemed necessary by TTFD, then wood will be replaced with undamaged lumber. Pyrotecnico agrees to secure, fireworks mortar racks and cakes, to the ground according to specification and jurisdictional authority. Pyrotecnico agrees to furnish and employ an electronic firing system. Pyrotecnico agrees to furnish and employ protective clothing required by the Ohio Fire Code and NFPA 1123. Pyrotecnico agrees to furnish a letter to TTFD stating that all mortars to be used for the exhibition are made of approved material, of sufficient strength, length and durability to cause shells to be propelled to a safe altitude as required by Ohio Fire Code and NFPA 1123.

14. Neither party, under any circumstances, shall be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from the other party to this agreement, including, without limitation, loss of income, business or profits.

15. In the event of fire, flood, Acts of God, or other causes beyond the control of Pyrotecnico, which prevents the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

16. The parties agree that in any action on or relating to the contract, that exclusive jurisdiction and venue are hereby vested in the Franklin County Court of Common Pleas, Franklin County, Columbus, Ohio.

17. If any provision of the contract is held to be illegal, invalid or otherwise unenforceable, then (a) the same shall not affect other terms or provisions of this contract and (b) such terms or provisions shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19. This contract and the "Proposal for City of Reynoldsburg/Presentation Recap" constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS THEREOF, the undersigned executed this contract by and through their duly authorized representatives whose names appear below.

City of Reynoldsburg

By _____,

Bradley L. McCloud, Mayor

Date _____

Witness

Pyrotecnico

By _____

Print Name _____

Date _____

Witness

This contract was prepared by and is hereby approved as to form by:

James E. Hood
Reynoldsburg City Attorney

FISCAL OFFICER'S CERTIFICATION

IN TESTIMONY WHEREOF, the said parties hereunto set their hand the day and year first written above. It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$29,250.00 required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the _____ fund free from any other previous encumbrances.

City of Reynoldsburg

Stephen M. Cicak, Auditor

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

DATE: **March 25, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE
FROM THE SOLID WASTE AUTHORITY OF CENTRAL OHIO
(SWACO) RECYCLING CARTS**

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: Received the SWACO Recycling Cart Order Form.

The City of Reynoldsburg will utilize the SWACO payment schedule. Payments are due on or before June 1 and December 1 of 2019, 2020 & 2021. There are six (6) equal payments. Based on the order, the total cost is \$162,572.00, which is \$27,095.33 in equal payments, plus a \$250.00 administrative fee

added to each equal payment, totaling \$27,345.33 per payment (\$54,690.66 for June and December 2019) paid from account 750.738.5315 Private Hauler Contract.



Community Recycling Cart Order Form

Community Name: City of Reynoldsburg

All cart quantities listed below will be included in the initial order by SWACO for delivery during the initial cart rollout. Additional future carts can be ordered by the community directly from Toter.

1. Grant Eligible Carts / Eligible for SWACO Repayment Plan

- Carts eligible for SWACO/TRP grant assistance
- This includes 64-gallon or larger carts deployed to households that do not currently have carts
- SWACO will apply both grants to this order and will allow the community to repay SWACO the remaining balance over 3 years as per the grant agreement

Cart Size	Community cost per cart	Quantity	Total Community Cost
64-gallon	\$ 15.52	10,475	\$ 162,570.00
96-gallon	\$ 24.06		

2. Non-Grant Eligible Carts / Not Eligible for SWACO Repayment Plan

- Carts not eligible for SWACO/TRP grant assistance
- This includes carts smaller than 64-gallon deployed to households that do not currently have carts
- Toter will bill the community directly for the full cost of these carts upon delivery

Cart Size	Community cost per cart	Quantity	Total Community Cost
32-gallon	\$ 41.81		
48-gallon	\$ 44.52		

- Continued on next page -

3. Non-Grant Eligible Carts / Not Eligible for SWACO Repayment Plan (Extra Inventory Carts)

- Carts not eligible for SWACO/TRP grant assistance
- This includes any additional carts that are ordered for inventory purposes that will not initially be deployed to households (less per cart cost due to non-deployment)
- Carts will be delivered to the deployment staging area by Toter and the carts will need to be transported to a community storage area by the community, unless other arrangements are made between Toter and the community, which may incur additional costs paid to Toter.
- Toter will bill the community directly for the full cost of these carts upon delivery

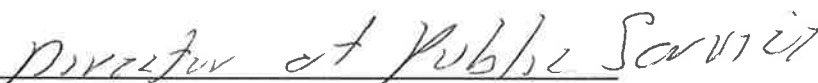
Cart Size	Community cost per cart	Quantity	Total Community Cost
32-gallon	\$ 37.21	50	\$ 1,860.50
48-gallon	\$ 39.92		
64-gallon	\$ 40.42	150	\$ 6,063.00
96-gallon	\$ 48.96		

Please return this Community Recycling Cart Order Form to Albert Iosue, SWACO Programs Administrator, via email to albert.iosue@swaco.org no later than Wednesday, January 23, 2019.

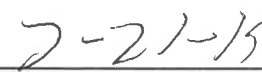
Please call Albert Iosue with any questions at (614) 801-6408.



 Signature of Community Representative



 Title



 Date

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

DATE: **March 25, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE
FROM TOTER RECYCLING CARTS; 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: Just received the Recycling Cart Order Form.

Toter will be billing the city of Reynoldsburg directly for the extra carts ordered (150 64-gallon, \$6063.00, and 50 32-gallon, \$1,860.50) for a total of \$7,923.50 paid from account 750.738.5315 Private Hauler Contract.



Community Recycling Cart Order Form

Community Name: City of Reynoldsburg

All cart quantities listed below will be included in the initial order by SWACO for delivery during the initial cart rollout. Additional future carts can be ordered by the community directly from Toter.

1. Grant Eligible Carts / Eligible for SWACO Repayment Plan

- Carts eligible for SWACO/TRP grant assistance
- This includes 64-gallon or larger carts deployed to households that do not currently have carts
- SWACO will apply both grants to this order and will allow the community to repay SWACO the remaining balance over 3 years as per the grant agreement

Cart Size	Community cost per cart	Quantity	Total Community Cost
64-gallon	\$ 15.52	10,475	\$ 162,570.00
96-gallon	\$ 24.06		

2. Non-Grant Eligible Carts / Not Eligible for SWACO Repayment Plan

- Carts not eligible for SWACO/TRP grant assistance
- This includes carts smaller than 64-gallon deployed to households that do not currently have carts
- Toter will bill the community directly for the full cost of these carts upon delivery

Cart Size	Community cost per cart	Quantity	Total Community Cost
32-gallon	\$ 41.81		
48-gallon	\$ 44.52		

Attachment: 4865_001 (Toter Recycling Cart Payment)

- Continued on next page -

3. Non-Grant Eligible Carts / Not Eligible for SWACO Repayment Plan (Extra Inventory Carts)

- Carts not eligible for SWACO/TRP grant assistance
- This includes any additional carts that are ordered for inventory purposes that will not initially be deployed to households (less per cart cost due to non-deployment)
- Carts will be delivered to the deployment staging area by Toter and the carts will need to be transported to a community storage area by the community, unless other arrangements are made between Toter and the community, which may incur additional costs paid to Toter.
- Toter will bill the community directly for the full cost of these carts upon delivery

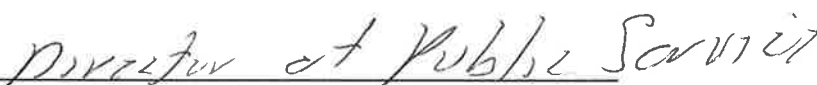
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96-gallon	\$ 48.96		

Please return this Community Recycling Cart Order Form to Albert Iosue, SWACO Programs Administrator, via email to albert.iosue@swaco.org no later than Wednesday, January 23, 2019.

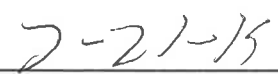
Please call Albert Iosue with any questions at (614) 801-6408.



 Signature of Community Representative



 Title



 Date

City Council**Brett Luzader****7232 E. Main Street****Reynoldsburg OH 43068****614-861-2506 Phone****ORDINANCE REQUEST****DATE: March 25, 2019****TO: Public Service and Transportation Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Amending Chapter 741
Solicitors.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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See Attached proposed changes to Chapter 741, establishing a "Do Not Knock" registry.

Also consider adding: 741.04(b) that a violating the do not knock registry in 741.04(i) is grounds for revocation of a solicitors permit

ORDINANCE NO.

AMENDING CHAPTER 741 SOLICITORS OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG AND DECLARING AN EMERGENCY,

WHEREAS, the City of Reynoldsburg will implement a citizen "no-knock" registry for informing solicitors of those citizens desiring to minimize solicitation efforts at their residence ; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1: Authorizing the amendment of Chapter 741 Solicitors of the codified ordinances of the City of Reynoldsburg in the following manner:

CHAPTER 741 SOLICITORS

741.07 DO NOT KNOCK REGISTRY.

- (a) The Service Department shall establish and maintain a Solicitors "Do Not Knock Registry". A current registry shall be available on the City's website that may be printed and/or downloaded by the public.
- (b) Any person in lawful possession and occupancy of any business, residence, house, apartment or other dwelling in the City may require the City to place or maintain the address of his or her business, residence, house, apartment or other dwelling on the Solicitors Do Not Knock Registry, to be maintained by the City, by submitting an online request on the website of the City of Reynoldsburg or by printing and submitting a paper copy of the Solicitors Do Not Knock Registry form, which shall contain the following information:
 - (1) The name of the person(s) completing the form;
 - (2) The complete address of the business, residence, house, apartment, or other dwelling to be placed on the Registry; ,
 - (3) The date the form was completed;
 - (4) A statement that in regards to the subject address, no solicitors shall knock, ring the doorbell, make noise or otherwise call for the attention of occupants at the subject address, in any manner: and
 - (5) Such other information that verifies the identity of the person(s) completing the form.
- (c) Any person in lawful possession and occupancy of any business, residence, house, apartment or other dwelling in the City may require the City to remove his or her business, residence, house, apartment or other dwelling from the Solicitors "Do Not Knock Registry" by submitting a separate Notice of Removal from said Registry, which shall contain the following information:
 - (1) The name of the person(s) completing the form;
 - (2) The complete address of the business, residence, house, apartment, or other dwelling to be removed from the Registry;
 - (3) The date the form was completed;
 - (4) A statement that the business, residence, house, apartment or other dwelling be removed from the Solicitors Do Not Knock Registry, or words of similar import; and

- (5) Such other information that verifies the identity of the person(s) completing the form as lawful possessor and occupant as may be required by the Service Department.
- (d) The decision whether to place a business, residence, house, apartment or other dwelling on the Solicitors Do Not Knock Registry shall be solely that of the lawful possessor and occupant thereof, and no official, employee or other agent of the City shall interfere with that decision.
- {e) The City will send a notice to each registered address on the Registry, in the form of a sticker, that the occupant must display on or near the main entrance door or window, so that it is conspicuously visible to those approaching the premises.
- (f) A business, residence, house, apartment, or other dwelling, after being lawfully placed on the Solicitors Do Not Knock Registry shall remain on such Registry until the earlier of any of the following.
 - (1) The City receives a Notice of Removal pursuant to subsection (c) above;
 - (2) The City receives notice that the person who submitted the form pursuant to subsection (b) above is not, or is no longer, a lawful possessor or occupant of the premises.
 - (3) The expiration of five (5) calendar years, expiring on December 31* of the fifth full calendar year, from the date submitted pursuant to subsection (b) above.
- (g) A copy of the Do Not Knock Registry shall be made available to the public during normal business hours of the City of Reynoldsburg at the Building Department and shall be provided to every solicitor that is required to obtain a permit from the Building Department or required to register with the City pursuant to this Chapter.
- (h) By enacting this Solicitors are on notice that a Solicitors Do Not Knock Registry exists. Each is responsible for obtaining a copy of the Registry from the City prior to Door to Door sales or Soliciting in the City of Reynoldsburg, which Registry shall also be made available on the City's website.
- (i) Solicitors are prohibited from knocking on the door of any residence, house, apartment, or other dwelling that is listed on the Registry and for which a Do Not Knock sticker is conspicuously displayed on the premises pursuant to Section 745.11(e) above. A violation of this Section does not occur if the residence, house, apartment, or other dwelling does not display the sticker as required in subsection (e).
- (i) Provisions of the Do Not Knock Registry do not apply to persons invited onto the property by the occupant of those premises, for the purposes of peddling, soliciting or canvassing.

The last SECTION should include one of the following:

SECTION 2: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, safety and welfare and for the further reason this registry will assist solicitors in determining which businesses and residences to approach and enable businesses and residences to minimize unwanted disruptions; WHEREFORE, This Ordinance shall go into full force and effect immediately upon its passage and approval by the Mayor.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: March 25, 2019****TO: Public Service and Transportation Committee**

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM FOR THE ENGINEERING, PLANS, BID DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE LANCASTER AND MAIN PARKING LOT--PHASE 2, APPROPRIATING FUNDS THEREFORE, 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: WOULD LIKE PASSAGE AFTER THE SECOND READING. THIS WILL ALLOW ENGINEERING TO BE DONE AND GO OUT TO BID IN THE SPRING, 2019, AND THE WORK CAN BE COMPLETED IN THE SUMMER MONTHS.

ohm will provide engineering design, assistance with bidding, and construction administration for the Lancaster and Main Parking Lot--Phase 2. The proposal and cost is attached.

Requesting \$22,000.00 from unappropriated Capital Improvements Fund (410) and appropriated to is 410.000.0162.5602 Land Improvements.



ARCHITECTS. ENGINEERS. PLANNERS.

February 8th, 2019

Brad McCloud
Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Lancaster and Main Parking Lot – Phase 2

Dear Mr. McCloud,

Thank you for the opportunity to continue to work with you and the Reynoldsburg community. We are pleased to submit this proposal to provide professional design services for the referenced project. This proposal outlines our proposed scope of services, schedule, fees, and “Standard Terms and Conditions”. OHM will work closely with the City to perform the following scope of work.

PROJECT UNDERSTANDING & ASSUMPTIONS

1. The project involves Phase 2 of the parking lot. Elements include, but are not limited to the following:
 - Creek overlook structures
 - Clay brick pavers
 - Additional site clearing down along creek
 - Decorative gravel paths
 - Signage
 - Additional Landscaping
2. The OHM Team will be led by Justin Meranda (Project Manager/Landscape Architect) with assistance from Aaron Domini (Principal/Senior Planner).
3. The Client, The City of Reynoldsburg, will be led by Bill Sampson or an appointed staff member or representative.
4. Design team meetings will be held at client’s office or at OHM.
5. Project delivery method: Design, Bid, Build.

SCOPE OF WORK

Task 1: Construction Documents

OHM Advisors will prepare working drawings, specifications and bid documents that establish in detail the requirements for and quality level of materials and systems required for the project. The drawings shall show all essential information which shall include but not limited to such information as:

- ▼ Demolition Plans
- ▼ Utility Plans
- ▼ Layout and Materials Plans
- ▼ Grading/Drainage Plans
- ▼ Planting Plans
- ▼ Sections, elevations, details, and any other documentation necessary to define the intended design.
- ▼ Specifications

The OHM team will confer with all necessary regulatory agencies and incorporate their comments into the construction documents.

The OHM Team will update current cost estimate and review with client to ascertain whether the project is within the approved budget. Estimates shall be prepared on a unit cost basis. Should the estimate come in over the project budget, the OHM Team shall redesign and perform value engineering/design solutions to reduce the estimate to meet the budget at no additional cost to the City.

Task 1 Deliverables:

- 60% Construction Documents Plans
- 60% Cost Estimate
- 100% Construction Documents Plans
- Meeting with Client Team (1 Meeting)
- Final Cost Estimate

Task 2: Bidding

- OHM will provide bid documents and assist in preparing bid book (front end and specifications).
- Attend one pre-bid meeting.
- Respond to RFI's received during bidding and prepare clarification documents.
- Attend one post-bid meeting to verify scope and answer questions.
- Provide bid tabulation to the client.

Task 3: Construction Administration

Submittals/RFIs

- Review Contractor's submittals.
- Review Shop Drawings and other submittals related to the work.
- Review and respond to requests for information about the Contract Documents.

Construction Progress Meetings/Site Observation

- Site visits as required to observe construction and provide assistance and issue any necessary clarifications/interpretations. This proposal includes up to three (3) site visits. Any additional visits will be billed on an hourly rate.
- Review Contractor Payment Applications.



Project Completion

- Perform a site walk-through and prepare and distribute a punch list in regards to items incomplete or incorrect as they relate to the contract documents.
- One (1) final site visit is anticipated to check conformance and complete a back punch to verify the facility is acceptable for owner occupancy.

Assumptions

- The contractor will be responsible for supervision of his crews, safety precautions, responsibility for means, methods, techniques, sequences or procedures of contractor(s), or for contractor(s) failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work.
- Construction material testing and coordination is not included in this proposal.

ANTICIPATED SCHEDULE

Task 1: Construction Documents	30 Days
Task 2: Bidding	21 Days
Task 3: Construction Administration	90 Days

FEE AND REIMBURSABLE EXPENSES

We propose to complete the above scope of services for the fees below plus direct project expenses for printing, mileage, courier, photos, etc. All fees are to be completed as a lump sum not to exceed.

Task 1: Construction Documents	\$11,500.00
Task 2: Bidding	\$2,500.00
Task 3: Construction Administration	\$7,000.00
TOTAL LUMP SUM FEE	\$21,000.00

- *Anticipated reimbursable expenses: \$ 1,000.00*



AUTHORIZATION:

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of Reynoldsburg and look forward to continue working with the City on this project. Please do not hesitate to contact me directly at (614) 474-1131 with any questions or for additional information.

Regards,

OHM Advisors
 CONSULTANT

Justin Meranda (Signature)
 Justin Meranda, ASLA, PLA

02-08-2019 (Date)

Landscape Architect (Title)

City of Reynoldsburg
 CLIENT

____ (Signature)

____ (Date)

____ (Title)

OHM ADVISORS 2019 HOURLY RATE SCHEDULE

Professional Engineer IV/Architect IV	\$175.00
Professional Engineer III/Architect III	\$158.00
Professional Engineer II/Architect II	\$145.00
Professional Engineer I/Architect I	\$133.00
Graduate Engineer IV	\$138.00
Graduate Engineer III	\$130.00
Graduate Engineer II	\$125.00
Graduate Engineer I	\$115.00
Graduate Architect III/Landscape Architect III	\$125.00
Graduate Architect II/Landscape Architect II	\$105.00
Graduate Architect I/Landscape Architect I	\$95.00
Technician IV	\$132.00
Technician III	\$115.00
Technician II	\$98.00
Technician I	\$78.00
Engineering/Architectural Aide	\$62.00
Professional Surveyor III	\$158.00
Professional Surveyor II	\$145.00
Professional Surveyor I	\$132.00
Graduate Surveyor	\$113.00
Surveyor III	\$110.00
Surveyor II	\$102.00
Surveyor I	\$82.00
Surveyor Aide	\$60.00
Planner IV	\$158.00
Planner III	\$135.00
Planner II	\$115.00
Planner I	\$90.00
Planner Aide	\$62.00
Graphic Designer	\$108.00
Administrative Support	\$68.00
Clerical Aide	\$55.00
Principal	\$200.00
Sr. Associate	\$190.00
Associate	\$178.00

Rates as reflected subject to review and adjustment on an annual basis.

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM Advisors:

- a) Provide OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM Advisors within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM Advisors to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.

5. COMPENSATION – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of

compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM Advisors shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.

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

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such

provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

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

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

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

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

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

15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

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