



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 11, 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 – February 25, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

- 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.
- b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Chapter 741 Solicitors.

5. LEGISLATION FOR THIRD READING

- a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF SEWER LINE CCTV AND MANHOLE INSPECTIONS. (Second Reading 2/25/2019).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 February 25, 2019

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:32 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 11, 2019

RESULT:	ACCEPTED
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LEGISLATION FOR EMERGENCY ADOPTION

31-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARE BID DOCUMENTS FOR THE 2019 WATER MAIN REPLACEMENT PROJECTS, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY. (FIRST READING 2/11/2019, REQUESTS ADOPTION UPON SECOND READ). --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/25/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

32-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT FOR 2019 AND DECLARING AN EMERGENCY. --
 - Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Feb 25, 2019 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
February 25, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/25/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

33-19

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/25/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR SECOND READING

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: 2/25/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR THIRD READING

36-19

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/25/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

37-19

RESOLUTION AUTHORIZING PARTICIPATION IN ODOT SALT CONTRACT FOR 2019/2020 --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Feb 25, 2019 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 February 25, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/25/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

38-19

ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE TWO 2019 F-250 FORD TRUCKS AND RELATED EQUIPMENT FOR THE WATER AND WASTEWATER DEPARTMENT AND TRANSFER ONE (1) TRANSIT VAN TO PARKS AND RECREATION DEPARTMENT AND REMOVE RELATED EQUIPMENT FROM THE WATER AND WASTEWATER DEPARTMENT ASSET LIST. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/25/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

ORDINANCE OF THE REYNOLDSBURG CITY COUNCIL TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG (HELD FROM 1/14/2019) --- Bryant. Public Service and Transportation Committee.

Ms. Bryant: Thank you Mr. Luzader. This was actually supposed to be put on as a discussion item tonight. I have since the last time we discussed this I have met with the Attorney Dimitri Hatzifotinor. Sorry if I butchered the name, about the best I can do there. We have met a couple times to discuss the ordinance, talked about trying to do some collaboration between the City and the organizations he represents. He not only represents the Ohio Apartment Association but also represents the majority of the apartment complex owners here, including like Plaza Properties, New Life Ministries. So we have had some preliminary discussions. I think what's ultimately best at this point, I'd like to open this up for discussion so that we can talk a little bit about some of the pros and cons of this. You know we had a drastic difference between the content of the proposed ordinance at the first reading as opposed to the second. And I don't want this to get too confusing. So I think ultimately what I'm going to do is I am going to shelve this and bring it back in a different incarnation that perhaps, you know Dimitri can help collaborate on. I have also talked to Mr. McCloud about trying to find some room in our budget to get some additional code enforcement officers. But I just want to have this as a discussion item tonight so that those that are the <INAUDIBLE> as well as those that aren't, can express their thoughts on this idea.

Mr. Skinner: I just like to make a comment and asked that you make sure to include our Development Director as well as our Civil Directors as well, just in the discussions. Not to insinuate that you are not or excluding them in anyway just want to make sure that all of our City Officials have a chance to be able to weigh in on it and how it will impact various facets of the City.

Minutes Acceptance: Minutes of Feb 25, 2019 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
February 25, 2019

Ms. Bryant: You know it would be my intention once we reach a you know, final product to circulate by email and hard copy to this who don't do email, for input. I think one of the things that ha occurred to me, it was actually pointed out through someone on social media that there was a clause that it said that if there were any additional funds left that it would go into the City's general fund and I don't think that that's an appropriate thing to do. What I would like to do is that if there are any overage, to potentially create a grant program for seniors in low income home owners who are struggling to keep their properties up to code that they can apply for a grant from any additional funds that we may have. You know once we reach a certain threshold amount and open it up to application. I think that makes far more sense than to just simply put it into the general fund, that is one correction I'm looking to make.

Mr. Spalding: Yea so were just having a discussion on this for now, ok? Cause my concern is that I mean, when was the first reading?

Ms. Bryant: Quite some time ago. Which is why I want to take it back to the beginning.

Mr. Spalding: Of course and I agree with you. I think you right because there has been a lot of discussion and a lot of good people have come forward, that's kind of nice. And we were waiting to see some landlords finally come and they did. So we started to really get some discussion on both sides and that was kind of what we wanted all along and it took a couple of readings to get things happening and the ball rolling. But my concern now that we have come this far, I mean here we are in theoretically, we are at a third reading spot right now. Without something that may not really resemble what we did a first reading on, which we passed the first reading to get to here and then the second, well now they've all looked a little different. So I think whatever we do, we have to literally go back and start with a new first reading and move it forward from there. Now starting at a third reading and trying to go over the hill, no we've got to start back at the path and really have the discussion all the way through. Because If the concept appropriate than we will be able to design it where everyone will want to get behind it. But I think were just kind of moving too zig zaggy right now because you have put a lot of effort into it and your heart is in it. And I think some other people out here have certainly done some good work too and we need to come up with something that's tangible.

Ms. Bryant: And that's exactly the intention is to take everything that we have learned through the process and to start fresh with something on a first reading, rather than going back to where we have been because its too hard to follow, between the first and second reading. I believe Mr. Hood had been given some information that he researched as well as I researched, that caused a lot of this to kind of get turned inside out. So to me its entirely too confusing if we try to take it to a third reading, which is why I had said lets have this as a discussion item so that we can have this open dialog and I don't know if Dimitri do you have anything to add based on our conversations?

Mr. Hatzifotinor: Chairman Luzader, members of the Committee and Council, thanks, I guess I'll take my opportunity here to say my piece. You know, from a policy standpoint, the Columbus Apartment Association does oppose this ordinance as its written and I'm please to hear that perhaps

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 February 25, 2019

something new will develop in a first reading that can be talked about. I know wrote you all a letter that indicated what our concerns were but I'll kind of summarize by going to the very end, which is I think what you may want to consider is retaliatory eviction ordinance, similar to what Columbus passed. Columbus had the idea of putting forth a registration and inspection concept in November, we spent a lot of time last year talking to that Council about the idea of a retaliatory eviction notice instead which might give you some recourse to help tenants that might have evicted where their landlord isn't taking care of the property. On the other hand, what your contemplating here creates a lot of practical barriers for landlords, the reality of life is that it takes a huge amount of man power and effort to inspect every unit in your City and there will inevitably be delays between the time that a tenant would get in and out and the time to get it inspected and the time somebody else comes in and every delay of a day in the landlord tenant world becomes a dollar and so your not just talking about a fee but your talking about a decent amount of revenue that gets pulled out. And that revenue not only get transferred to tenant in the rent going up but also takes away from landlords capital budgets to put more money into their properties. We did have some really productive discussions with Council member Bryant about perhaps a public private partnership. She raised some ideas and concerns about certain properties. I brought some owners with me tonight that are different than the owner who were here the last time. Particularly those who control Century City and the New Life properties here in Reynoldsburg, And you know more than happy to meet with the City and hopefully subsequent meetings with the Development Department to talk about what kind of a public and private partnership could happen, that isn't a large scale hey lets just pull money and do huge inspections but maybe if there are issues that can be developed through a collaboration, it would make a lot more sense than passing legislation that might be burdensome to both landlords and tenants. That the big picture specifics, you know we do have an escrow statute at the state level. We have landlord tenant laws at the state level, that are in addition to the escrow statute. And then we have a whole bunch of constitutional legal stuff that impose some burdens that I think landlords in Reynoldsburg would have issue with legally, if something like this were to pass because tenants already have a lot of opportunity to get what they need. You have passed a great international property maintenance code that's well vetted that would allow tenants whatever recourse within the City and the City Attorney to take whatever action is needed. So my focus would be on collaboration with the properties that are here, maybe a retaliatory eviction ordinance that gives you some extra rights for bad acts by landlords and then you education of tenants to know what their rights are.

Mr. Cotner: I think that's a big one. I think a lot of tenants don't, I'm sorry. I mean several tenants talk to me and they just, don't even sometimes realize they have some of those rights. <INAUDIBLE> see us even take a leadership role and try and understand what rights they do have to protect themselves too so...

Mr. Hatzifotinos: Yea and the Columbus Apartment Association does a lot of great educational outreach for landlords, one thing that might be interesting would be to get involved in maybe doing something for tenants. What we've seen historically is usually tenants don't ask for help until something is wrong. Which is difficult. I don't mean to generalize, my intention in saying that is it would be great to be able to get people to the table with nothing is wrong so that more education, more knowledge and things like that. Thank you all very much.

Minutes Acceptance: Minutes of Feb 25, 2019 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
February 25, 2019

RESULT:	POSTPONED INDEFINITELY [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Luzader, Baker, Bryant, Skinner

Minutes Acceptance: Minutes of Feb 25, 2019 7:32 PM (Approval of Minutes)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: March 11, 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.

City Council**Brett Luzader****7232 E. Main Street****Reynoldsburg OH 43068****614-861-2506 Phone****ORDINANCE REQUEST****DATE: March 11, 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 11, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT 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 trunk sewers that run along Blacklick Creek and French Run.

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 \$88,552.00 from account 720.736.5365.