



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, January 28, 2019

07:30 PM

Council Chambers

OPENING 7:30 PM

INVOCATION – NARAD NEPAL, LAXMI NARAYAN MANDHIR

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

DEVELOPMENT, PARKS AND RECREATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Development, Parks and Recreation Committee – Committee Meeting – January 14, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

- a. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE PARKS & RECREATION DEPARTMENT'S FIXED ASSET LIST.
- b. ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE ONE (1) 2019 F-350 4X4 FOR THE PARKS AND RECREATION DEPARTMENT.

5. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL DESIGN SERVICES FOR THE KROGER STREET LIGHT, AND MAIN STREET IMPROVEMENTS, APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. (First Reading 1/14/2019).

- b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH CALFEE ZONING FOR PROFESSIONAL ZONING CODE REWRITE SERVICES AND DECLARING AN EMERGENCY. (First Reading 1/14/2019).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 January 14, 2019

Chairman Marshall Spalding called the meeting to order at 7:30 PM

Call to Order - Roll Call

PRESENT: Spalding, Baker, Bryant, Skinner

ABSENT:

Approval of Agenda

Mr. Spalding: I move the remove item 4c from the agenda, is there a second. Second by Councilman Bryant.

All voted in favor by voice to remove item 4c

Approval of Minutes

a. Development, Parks and Recreation Committee – Committee Meeting – December 17, 2018

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

ELECTION OF CHAIRMAN; APPOINTMENT OF VICE CHAIRMAN

Mr. Spalding: I will move to appoint Councilman Stacie Baker as the vice chair for the committee.

Ms. Beggerow: You need to ask for a motion to appoint chairmen.

Mr. Spalding: Alright, fine. Is there a motion to elect a chairman?

Mr. Skinner: I like to make a motion that we elect Councilman Spalding as a Chairman.

Mr. Spalding: Is there a second? Second by Councilman Baker.

All voted in favor by voice.

Mr. Spalding: Thank you I appreciate it, I would be very pleased to serve. Now I would like to appoint Councilman Stacie Baker as the vice chair for this committee. Do I have a second? Second by Councilman Bryant. All those in favor say aye.

All voted in favor by voice.

Mr. Spalding: Thank you very much Councilman Baker.

Minutes Acceptance: Minutes of Jan 14, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 January 14, 2019

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caleb Skinner, Ward 1 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Spalding, Baker, Bryant, Skinner

MOTION TO MAKE ALL LEGAL PUBLICATIONS IN THE COLUMBUS DISPATCH OR THE REYNOLDSBURG THIS WEEK COMMUNITY NEWSPAPER. --- Spalding. Development, Parks and Recreation Committee.

Mr. Bowsher: Thank you Councilman Spalding. Yes this is just a motion to allow for the Columbus Dispatch, as well as what were already utilizing, the Reynoldsburg ThisWeek Community Newspaper. This is in conjunction because sometimes time lines are a little tight and we need to be able to get the information out as fast as possible. The dispatch runs every single day, though it is roughly about double the cost, were going to use it as sparingly as possible but a three week turn around that we utilize for ThisWeek Community Newspaper doesn't bode very well with Development as were trying to move things consistently forward. So I just ask that we allow the flexibility to utilize one or the other depending on the circumstances.

Mr. Spalding: Alright. Any discussion, anyone else in the committee. Ms. Bryant.

Ms. Bryant: I had a question because from an email that we received, it indicated the Reynoldsburg News, which is a completely different publication than ThisWeek News. So, which one are we actually using now.

Mr. Bowsher: Were currently utilizing the Reynoldsburg ThisWeek Community Newspaper. Which is the local circulation here.

Ms. Bryant: Ok, so the Suburban News Press production is no longer with us?

Mr. Bowsher: Correct. And both are actually now owned by the Dispatch, both Newspapers.

Mr. Spalding: Right. But as you said, there is a definite cost. And just out of curiosity, who in here actually takes the Dispatch on a daily basis. Could I see your hand? Alright, there is a fair amount of hands. How many of you actually get the ThisWeek delivered to your home? So its kind of 50/50. There is a lot of people that take the Dispatch, so that might be appropriate to certainly do that. Because we want to make sure we get as much information out to people as possible. Mr. Cicak.

Mr. Cicak: The difference of the cost of publication is five times more, its not two times more.

Mr. Spalding: Ok. So as we said, we definitely want to try and continue doing it the way that we, I think that we've done it five years in ThisWeek, so we really haven't had to use the dispatch in the last five years. So if we can continue with that kind of mentality, that would be best to certainly save some money. Anyone from Council have any discussion on this item? Councilman Luzader.

Minutes Acceptance: Minutes of Jan 14, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
January 14, 2019

Mr. Luzader: I just got one question. Once a developer, whom ever it may be, comes in and submits a request or an application for a permit, doesn't that have to be in 30 days ahead of time before it goes to planning commission?

Mr. Bowsher: Not under the current rules, no. On the past rules of dictated by 2017, yes. But when we expedited and made the changes to the chapter there for Planning commission and Events on rezoning, is the only time that we need to utilize that, as well as putting in a variance or special exception. And they can put those in and all we need to do is make sure that there's a week ahead of time prior to the committee meeting, either Planning Commission or the Board of Zoning and Building Appeals. So we want to make sure that were as flexible as possible if say two weeks and the next meeting instead of making them wait an additional six weeks, than we can publicate and push it out into the local newspaper as fast possible, so they can make that, so were not making people wait over a month time circling back.

Mr. Luzader: Ok, thank you.

Mr. Spalding: Very good, any further discussion. Oh, I'm sorry, Mel.

Mr. Clemens: Yea, this... as far as money wise I don't see why we should be spending the extra money. You know this is operated the way it is today, its been operating this way for years, we've not had a problem. If people would do there work and get it in the time to Clark and so forth we wouldn't have this problem. Now we've had problems speeding and trying to speed things through and I understand that. And I have been an opponent of trying to speed things through, we have people like here tonight that should be here and this thing of getting there thing fast as you can, it really doesn't work that well. We're here to let people know what were doing, there's no hurry. I don't see anything that's came before this Council that needs to be pushed and that's explaining what's being done. Your wanting to speed up everything and I just don't agree with that. There's no sense spending the extra money for something that we've been doing and haven't had problems until recently really. That's all I got to say about it.

Mr. Spalding: Thank you Mel. Any other further, Ms. Bryant.

Ms. Bryant: I know that there's a little bit of inconsistency on some notice giving, where some just given on the website, and it seems to be a bit buried back in the agendas and that sort of thing. You know, is there a way that we can get that cleaned up a little bit so everybody knows when it's time for them to look something up, they know where to look for it, instead of having to dig through the agendas.

Mr. Bowsher: Depends on which agenda your talking about. For Planning Commission and the Board of Zoning and Building Appeals, absolutely, I can have my Planning and Zoning Administrator work on that. But if its talking about City Council, that would be different.

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 January 14, 2019

Ms. Bryant: Yea, what I'm thinking is, you know when somebody goes directly to the City's website, if there was like a, you know, some sort of a notice when you notice when you open it up instead of having to go deeper into the pages.

Mr. Bowsher: I'll hand that off to you.

Ms. Beggerow: Like a pop up or something?

Ms. Bryant: Yea, well like if you've got like a you know, news, like most websites will have something that rotates through.

Mr. Baker: That's true.

Ms. Beggerow: We do have a news.

Ms. Bryant: Ok.

Ms. Beggerow: I don't know, we can look into it, yea. Get a hold of the IT folks. Yea, IT thing is not... I make little changes, I don't make the big ones.

Mr. Spalding: Thank you, any other further discussion.

Mr. Bowsher: I just want to be really clear, no one is trying to circumvent any sort of time lines. Were just trying to not, you know, continue that process into 6 weeks or longer. There's nothing to do with the regular dates and times, were trying to meet those meeting timeline's and because there such a delay because its a weekly newspaper and they require you to get it in a week, two weeks prior to that week that it goes out. Were just simply stating in order to be extremely business and development friendly here in the City and compete with the other metro areas, were just going to utilize this sparingly If for some reason this year or consistent years moving forward, were going to need to do that.

Mr. Spalding: good, alright. Any other further discussion?

RESULT:	REFERRED [UNANIMOUS]	Next: 1/14/2019 7:34 PM
MOVER:	Marshall Spalding, Chairman	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Spalding, Baker, Bryant, Skinner	

AGREEMENT TO ENTER INTO CONTRACT WITH PROJECT M PLUS FOR MARKETING AND BRANDING SERVICES. --- Spalding. Development, Parks and Recreation Committee.

Minutes Acceptance: Minutes of Jan 14, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
January 14, 2019

RESULT: WITHDRAWN

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH CALFEE ZONING FOR PROFESSIONAL ZONING CODE SERVICES AND APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. --- Spalding. Development, Parks and Recreation Committee.

Mr. Bowsher: Thank you Chairman Spalding. Calfee is pretty much the fore most zoning expert in the mid west, they were recommended to us from OHM, who helped and was the consultant for our comprehensive master plan. We met with Sean Suder, who will be the representative for Calfee Zoning, their based out of Cincinnati. They also have a small office here in Columbus and another one in Cleveland. They have done the zoning code rewrite for Gahanna and some other local municipalities here in the metro. Their absolutely fantastic. They did our, sort of recommendation, last year for us, which was part of this. But separate. Then were just asking that were going to continue utilizing them and do a full zoning code rewrite.

Mr. Spalding: You were pleased with the work they did for us last year?

Mr. Bowsher: Absolutely.

Mr. Spalding: Any discussion, anyone on the committee? Kristin.

Ms. Bryant: I am aware that Calfee is kind of like the leader of the pack here but is there any chance maybe we could get another bid or two, just to see how things would stack up.

Mr. Bowsher: You know we could reach out if that was something that the Council would like to do. They are all pretty much around the same cost, I just figured why punt or change the quarterback in the fourth quarter when we've already allowed the work to commence.

Mr. Spalding: Any other discussion Council? Go ahead Brett.

Mr. Luzader: Mr. Baker is on your committee...

Mr. Spalding: Ok, Mr. Baker.

Mr. Baker: Well I was going to say, I can vouch for Mr. Bowsher by being on the Comprehensive Master Plan committee, they were very efficient, they were professional and you will get your bang for your buck.

Mr. Luzader: I just like to echo some of Ms. Bryant's concerns. Were talking \$150,000.00 that's a pretty good chunk of money and I'm not saying Calfee's not good. I have done my research, they are good, they are right at the top tier of folks that do this but its still a lot of money. If you could maybe just reach out and get some, you know, more RFPs. See what we could get. And then also we talked earlier this afternoon that this legislation will need to be amended.

Minutes Acceptance: Minutes of Jan 14, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
January 14, 2019

Mr. Bowsher: It was, it was. It was changed and saved. Needed to be updated but it is \$135,000.00 and not \$150,000.00, just for clarification.

Mr. Luzader: Ok, thank you.

Mr. Baker: I got just one quick one. Sound like you did some sort of research, do you have some numbers. That you could share with Council.

Mr. Bowsher: I don't have them right in front of me, we did reach out to a couple others prior to of getting the recommendation from OHM. And then we had met with a couple others. And then when we met with Sean Suder and Calfee, just his passion and his drive and his drive to do this sort of work, he is a planner in nature. He became an attorney afterwards, worked for the City of Cincinnati and then started his own business within Calfee, its own Zoning designation. And pretty much just does this full time, this is all he does so, your not going to find a better candidate and were not going to find somebody with the skill set for a better cost. But I would be more than happy to re-approach some of those other firms that we had talked to, to get some estimates if that gives Council piece of mind.

Mr. Spalding: What's the pleasure of the committee? Do we feel that we want him to get the bids before we move this on or do you want to table it at this point? How soon do you, since you declared this emergency, seems to me like your pressed for time. Do we need to get going on this? So how much further do you want us to delay, that's my concern on timing.

Mr. Bowsher: I appreciate that Councilman Spalding. As Councilman Luzader know, we passed some band-aid legislation last year knowing that we were going to pass a full change for the zoning code rewrite. I would not like to take this, our current zoning code as it stands was written in 1969, we have piecemeal if ever since then. So, to give the teeth to the comprehensive plan, which will hopefully will be adopted tonight, I know its fifth on the agenda, I'd like to get started on this. Its probably going to take a year. Right now if we start in February, if this passes through, its three readings, we can get done by December of 2019. I guess the rush is, that we've been operating with substandard zoning codes, and we've not allowed to bring in the development that is attractive here for the City and we have allowed a lot of things that aren't attractive, allowed into the City, and so by doing this, I think that it really puts the emphasis on where we are going in the future as a City and the longer we delay the longer and the harder ti becomes later on.

Mr. Spalding: I understand, any other discussion?

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 January 14, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/14/2019 7:34 PM
MOVER:	Marshall Spalding, Chairman	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Spalding, Baker, Bryant, Skinner	

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL DESIGN SERVICES FOR THE KROGER STREET LIGHT, AND MAIN STREET IMPROVEMENTS AND APPROPRIATING FUNDS. --- Spalding, Development, Parks and Recreation Committee.

Mr. Bowsher: this comes before you as the sort of the child of the Franklin County Economic Development that you approved. This loan is paid by TIF dollars that we allocated last year and will continue to go. The main part of that TIF will be the brand new Kroger Marketplace there on Main street, that will be paying that back. We're choosing OHM as they did our 50% of the project, which is the parking lot and park like amenities that is on the corner of Lancaster and Main. We chose to continue going with them because of their precedent in their work. We had taken and we had a mutual. Multiple conversations about who we were going to go with. Ultimately we decided to work with OHM advisors from the work that they have done and some of the Main street improvements that they've proposed for Newark as well as Marysville. We thought that it would be great to continue working with them under this capacity and at the same time allowing them to design the Kroger street light to allow for egress and ingress into the Kroger Marketplace for safety concerns. This is why we have chosen to go with them.

Mr. Spalding: Sure, alright, thank you. Just as far as discussing, Mr. Cicak and the City Attorney, your in agreement that this is the right company again? You said that there was many discussions that you guys had, I just want to make sure that were comfortable that OHM is the way to go forward here.

Mr. Hood: We had a discussion about contracting with OHM. We reached out EMH&T, they have no objection to us contracting with OHM for this particular project.

Mr. Spalding: Very good.

Mr. Hood: Because they are already on board on the preliminary work that was done at Lancaster and Main Street.

Mr. Spalding: Good. Thank you. Anything else. Ok very good. Any other discussion this item? Councilman Luzader.

Mr. Luzader: I just got a question or two, Mr. Bowsher. You know my background was with Streets and the traffic study that Kroger did for their lot, actually said that the traffic light was not warranted. Now with that being on US Route 40, what does ODOT say about that?

Minutes Acceptance: Minutes of Jan 14, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
January 14, 2019

Mr. Bowsher: Actually there was a letter that was sent from ODOT about two years ago , through Dan Havner, my predecessor, as well the Mayor, that dictated that speed limit on US 40 entering into our jurisdiction and leaving our jurisdiction and anywhere in between, as well as what we do to that street-scape or to stop or delay traffic, is clearly in our jurisdiction and ODOT has no say, it is under our jurisdiction. And there is a letter that I would be more than happy to share with everybody. And that was actually part of that one conversation that we had, with the City Attorney and the City Auditor and the Mayor.

Mr. Luzader: Just want to make sure ODOT doesn't come back after we do all the work and say hey take it down.

Mr. Bowsher: Absolutely. I think I was week two this time last year when I was talking to a couple of Council members and the City Auditor and they made it very clear that no matter what the traffic study had said, for safety concerns, they wanted the traffic light to be there on Main Street. The only spot that this could go is where we're proposing for it to go without it being too close to the other traffic lights. We found a funding stream, we were allowed to be able to do some other improvements through Main Street because of the unique funding situation we had at our feed with the Franklin County economic development loan, we went ahead and took that. And now were going to get a little bit more bang for our buck because if it.

Mr. Luzader: The only other thing that I noticed is, its supposed to be four directional signal, north, south, east and west?

Mr. Bowsher: I am going to leave that to OHM and how they design it, its not really been decided yet.

Mr. Luzader: I was just trying to figure out what would be coming north bound right there, I cant remember what is right across the street from where that light is supposed to be.

Mr. Bowsher: That would be the old antique mall. That is getting a redevelopment and then you've got the Dairy Queen and Genji Go as well on the south side of Main. So it would be that access drive that would be pushing north. And then you also have the businesses, the doctors office that are to the direct west of where the Kroger is going to get built. They are going to allow an access drive in between those two so that would actually for those businesses to access the light as well and have easy access to the pharmacy that Kroger is having on that side as well.

Mr. Luzader: Because I knew all those businesses didn't connect it to present time, so...

Mr. Bowsher: It doesn't but we were negotiating with Krogers and they've agreed to put in that access drive for those residents.

Mr. Clemens: Could you have a letter for Councilman that your talking about?

Mr. Bowsher: Absolutely.

Minutes Acceptance: Minutes of Jan 14, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 January 14, 2019

Mr. Spalding: Thank you.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/14/2019 7:34 PM
MOVER:	Marshall Spalding, Chairman	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Spalding, Baker, Bryant, Skinner	

LEGISLATION FOR THIRD READING

5-19

ORDINANCE TO ADOPT THE CITY OF REYNOLDSBURG COMPREHENSIVE PLAN ---
 Clemens. Development, Parks and Recreation Committee.

Mr. Bowsher: I'm just going to open it up to any questions, comments, concerns and I'll try to answer it as best as I possibly can.

Mr. Spalding: I appreciate your hard work on it.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/14/2019 7:34 PM
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Spalding, Baker, Bryant, Skinner	

Minutes Acceptance: Minutes of Jan 14, 2019 7:30 PM (Approval of Minutes)

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE:** **January 28, 2019****TO:** **Development, Parks and Recreation Committee****RE:** ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE PARKS AND RECREATION DEPARTMENT'S FIXED ASSET
LIST.

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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Authorize the City Auditor to remove the following from the Parks & Recreation Department's Fixed Asset List:

2281	16' Movie Screen	Movie system--hit or miss on working
2279	Cinebox Home Console Sound Mixer working	Movie system--hit or miss on working
2278	Audio Speakers	Movie system--hit or miss on working
2277	Sanyo Projector	Movie system--hit or miss on working
2219	24x8 Alum Goal	Damaged
767	Water Fountain	Damaged
764	Overseeder	Not working
143	97 Chevy S-10	Not operational

These items will be destroyed or placed on the City's auction site.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: January 28, 2019

TO: Development, Parks and Recreation Committee

RE: Ordinance to Authorize the Mayor to Purchase One (1) 2019 F-350 4x4 for the Parks and Recreation Department.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Authorize the Mayor to enter into contract with Byers Chevrolet/Ford/Chrysler, Dodge, Jeep, Ram, 5887 N. Meadows Dr., Grove City OH 43123 to purchase one (1) F-350 4x4 under Columbus bid contract #008793.

The funds are appropriated in the Parks and Recreation Department 2019 Budget; account number 110.340.5632. Total cost not to exceed \$37,000.

Per Chapter 175 competitive bidding is not required:

(E) As an alternative to competitive bidding, the mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitations, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.

VIRTC1DP



CNGP530

VEHICLE ORDER CONFIRMATION

09/18/18 13:22:07

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Dealer: F47065

2019 F-SERIES SD

Page: 1 of 2

Order No: 0000 Priority: L3 Ord FIN: QC317 Order Type: 5B Price Level: 930

Ord Code: 610A Cust/Flt Name: REYNOLSBURG

PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X3B	F350 4X4 S/C	\$39660	\$37479.00	JOB #1 BUILD		
	164" WHEELBASE			18B	PLAT RUNNING BD	445 409.00
Z1	OXFORD WHITE				11400# GVWR PKG	
A	VNYL 40/20/40			425	50 STATE EMISS	NC NC
S	MEDIUM EARTH GR			473	SNOW PLOW PKG	185 171.00
610A	PREF EQUIP PKG			512	SPARE TIRE/WHL2	NC NC
	.XL TRIM			52B	BRAKE CONTROLLR	270 249.00
	.TRAILER TOW PKG			525	CRUISE CONTROL	235 216.00
572	.AIR CONDITIONER	NC	NC			
	.AM/FM STER/CLK				TOTAL BASE AND OPTIONS	44685 39336.72
996	.6.2L EFI V8 ENG	NC	NC		TOTAL	44685 39336.72
44P	6-SPD AUTOMATIC	NC	NC		*THIS IS NOT AN INVOICE*	
TDX	LT275/70BSWAT18	265	244.00		AGREEMENT	388.00
X37	3.73 REG AXLE	NC	NC		CONCESSION	<7200.00>
90L	PWR EQUIP GROUP	915	841.00		TOTAL:	\$ 32,524.00
	F1=Help					
	F2=Return to Order					
	F4=Submit					
	F5=Add to Library					
S006 - MORE DATA IS AVAILABLE.						

BRIAN,

TO GO TO A HEAVIER GVW YOU WOULD NEED TO GO TO
A 450.

Byers Chevrolet/Ford/Chrysler, Dodge, Jeep, Ram
5887 N. Meadows DR
Grove City OH 43123

Attachment: Byers Quote (Purchase 2019 F-350 4X4)

CONTRACT: FIRM OFFER FOR SALE

In consideration of one (1) dollar received by George Byers Sons Inc., "Contractor," Contractor hereby offers to sell to City of Columbus, "Buyer", who shall have until June 30, 2020 to exercise this option to purchase, at the price and on the terms set forth in the bid proposal which includes: Advertisement for Bids, (RFQ008793), Information to Bidders, Contract: Firm Offer for Sale and specifications set forth in RFQ008793, all of which are incorporated and agreed to by both parties as if fully rewritten herein. Buyer may exercise this option without limitation to the number of times or quantity purchase(s) provided that the total purchase(s) do not exceed twice the estimated quantity or dollar amount set forth in the proposal.

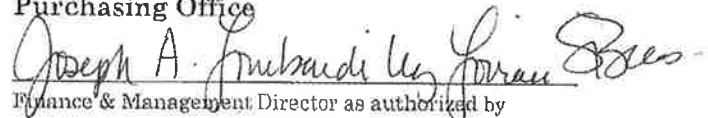
Should the City exercise its option, the contractor agrees with the City of Columbus to furnish and deliver, at their own cost and expense, all the equipment, machinery and supplies set forth in Item(s) No. All Items in the proposal filed by the Contractor with the Buyer's Purchasing Office on April 19, 2018 in response to advertisement of bids for Automobiles, RFQ008793, according to specifications and plans therefore, thereto attached and for the prices set forth in said proposal.

IN WITNESS WHEREOF, the contractor and the City of Columbus have hereunto set their hands on this 8th day of June, 2018.

George Byers Sons Inc


Signature

City of Columbus, Ohio
Purchasing Office


Finance & Management Director as authorized by

Ordinance No. 1236-2018
Passed 5/16/18

row

Attachment: Columbus Bid Contract (Purchase 2019 F-350 4X4)

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: January 28, 2019****TO: Development, Parks and Recreation Committee**

**RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL
DESIGN SERVICES FOR KROGER STREET LIGHT, AND MAIN
STREET IMPROVEMENTS, APPROPRIATING FUNDS
THEREFOR; AND DECLARING AN EMERGENCY.**

Approval:

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

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

Statement of necessity: to have the project designed and completed by the end of the summer.
All costs, and hereafter construction will be reimbursed by the Franklin County Economic
Development Loan, which was approved in 2018.

The OHM Advisors' proposal and contract are attached.

Request Appropriation of \$72,000.00 from the unappropriated Capital Improvement Fund to
account number 110.580.5331, Engineering/Architecture. (Development Department)



ARCHITECTS. ENGINEERS. PLANNERS.

December 17th, 2018

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

Re: Main St. Streetscape – Preliminary Engineering Study

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

- The project involves the preparation of a Preliminary Engineering document to recommend streetscape improvements on Main Street from Lancaster Avenue to Waggoner Road in downtown Reynoldsburg. Considerations will include, but not be limited to, improving street lighting, curb extensions, on-street parking, potential drainage improvements, travel lane widths, sidewalks, bike facilities, ADA compliance, landscaping, and walkability improvements.
- The OHM Team will be led by Aaron Domini (Principal/Senior Planner) with assistance from Justin Meranda (Project Manager/Landscape Architect) and Aaron Call (Principal/Engineer).
- The Client, The City of Reynoldsburg, will be led by Andrew Bowsher or an appointed staff member or representative.
- Design team meetings will be held at client’s office or at OHM.

SCOPE OF WORK

OHM Advisors will work with the City to complete the following scope of work. The final deliverable will be a Preliminary Engineering document containing the selected roadway and streetscape concept with detailed cost estimate. This document will then be used as the ‘basis of design’ for construction documentation and ultimately construction of the project.

Phase 1 – Project Kickoff

- The OHM Team will hold a project kickoff meeting to review and determine final project scope and schedule.

Phase 1 Deliverables:

- ▼ Meeting #1: Kickoff
- ▼ Final Scope and Schedule Document

Phase 2 – Data Gathering

- The OHM Team will analyze the existing conditions and identify any problems or missed opportunities.
- Prepare base maps utilizing latest Franklin County GIS data.
- Field verify existing pavement condition.
- Field verify existing curb condition and design at intersections.
- Field measure curb to curb roadway width and compare to GIS data.
- Field verify existing sidewalk material and condition.
- Determine traffic counts to justify travel lane recommendations.
- Field survey and inventory of existing tree species, including visual condition analysis to justify landscape renovation.
- Look for evidence of potential drainage issues.
- Prepare an exhibit illustrating existing conditions.

Phase 2 Deliverables:

- ▼ Traffic counts
- ▼ Base Map with Existing Conditions Exhibit (includes field measurements)

Phase 3 – Scenario Development

ROADWAY

- Provide recommendations regarding reducing travel lane widths.
- Provide recommendations regarding the addition of curb extensions. Identify and illustrate impacts associated with these additions.
- Provide recommendations regarding the addition of on-street parking. Identify and illustrate impacts associated with these additions.
- Investigate potential for using the bump out areas for utility box locations, drainage features such as rain gardens, pedestrian amenities, etc.
- Investigate several pavement types for the corridor.
- Develop typical sections showing various options (asphalt, brick, concrete, etc.). Options may include, but not limited to, resurfacing, reconstruction with alternate pavements, or spot repairs.

STREETSCAPE

- Cut cross sections to building edges to verify proposed walks.
- Evaluate how the change in curb height may impact sidewalk elevations and their relationship to storefront door swings/access.
- Detail and verify that ADA grading and design can be met for all walks in the corridor.
- Determine curb ramp locations and verify ADA compliance will be satisfied.



- Investigate crosswalk material options.
- Investigate shared lane, sharrow and bike lane options for the corridor.
- Determine appropriate signing for crosswalks and bike lanes/bikeways.
- Develop typical sections for the various options.
- Recommend and illustrate potential landscaping improvements. Landscaping to incorporate rain gardens/green infrastructure if feasible. Landscape plans will be incorporated into the streetscape/roadway alternatives. Identify landscape (plant material) palette.
- Investigate the landscape alternatives impact on sidewalks, crossings, drainage, sight distance, and utility alternatives, etc.
- Investigation of structural soil application (similar to Nationwide Blvd tree-trench treatment).
- Investigation of grid-technology application to street tree system.
- Application of 'rain-garden' streetscape systems.
- Illustrative graphics to convey quality streetscape finishes and presentation to public.
- Identify streetscape/street furnishings/amenity package(s).
- Develop conceptual layout of new street and pedestrian lighting system for the corridor. Layout will consider the existing utility locations as well as the existing and proposed street tree locations.

The OHM Team will provide recommendations on phasing of improvements within the corridor.

Phase 3 Deliverables:

- Two Roadway/Traffic Alternatives
- Two Streetscape Alternatives
- One meeting with the City to finalize the Scenario Development
- Preliminary Cost Estimate for all Roadway/Streetscape Improvements

Phase 4 – Scenario Evaluation

- A report will be prepared that describes the proposed alternatives including a decision matrix that compares the pros and cons and costs associated with each of the alternatives.
- Meet with City Staff to evaluate improvements and compare costs.

Phase 4 Deliverables:

- Summary Report with Decision Matrix
- One meeting with the City to evaluate the scenarios

Phase 5 – Identify and Refine Preferred Alternative

- After meeting with the City Staff and reviewing the feedback, a preferred alternative will be selected from the preliminary alternatives. The selected preferred alternative will be refined based on any additional comments and the cost estimate for that alternative will be updated.
- Final graphics to illustrate the preferred alternative will be developed.
- Meet with City Staff to present final Preliminary Engineering Study.

Phase 5 Deliverables:

- ▼ Final Roadway/Streetscape Alternative
- ▼ Final Cost Estimate
- ▼ One meeting with the City to present final Preliminary Engineering Study

ANTICIPATED SCHEDULE

Phase 1: Project Kickoff	5 Days
Phase 2: Data Gathering	21 Days
Phase 3: Scenario Development	45 Days
Phase 4: Scenario Evaluation	14 Days
Phase 5: Identify and Refine Preferred Alternative	28 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.

Phase 1: Project Kickoff	\$4,000.00
Phase 2: Data Gathering	\$9,000.00
Phase 3: Scenario Development	\$28,000.00
Phase 4: Scenario Evaluation	\$6,500.00
Phase 5: Identify and Refine Preferred Alternative	\$7,500.00
TOTAL FEE	\$55,000.00

ADDITIONAL SERVICES (if authorized)

OHM will be pleased to provide additional services for this project and will provide a separate proposal for said services if requested. These services may include:

- Merchant Meetings
- Public Meetings
- Additional Staff Meetings
- City Council Meetings



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) 474-1114 with any questions or for additional information.

Regards,

OHM Advisors
 CONSULTANT

City of Reynoldsburg
 CLIENT

_____ (Signature)

_____ (Signature)

Aaron Domini (Name)

_____ (Date)

Principal (Title)

_____ (Title)

DRAFT

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.



ARCHITECTS. ENGINEERS. PLANNERS.

November 30, 2018

Andrew Bowsher
Development Director
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Re: Traffic Signal Design Services for the East Main Street & Site Drive 2
Kroger Development – East Main Street, Reynoldsburg, OH

Dear Mr. Bowsher,

Thank you for the opportunity to submit this proposal for professional services to prepare traffic signal plans for this location. This letter represents our scope of services, and also notes a time schedule, compensation and our standard contract terms and conditions. To indicate your acceptance, please have a copy of this agreement signed by the appropriate officials and returned to us at your earliest convenience.

Project Description

A Traffic Impact Study (TIS) was prepared by Carpenter Marty Transportation regarding the Kroger development in Reynoldsburg, Ohio. As a result of the development, the City of Reynoldsburg is looking for traffic signal design services for the new installation of a traffic signal at the East Main Street and Site Drive 2 for the Kroger development. This will also include traffic control (pavement marking and signing) and curb ramp design services.

Scope of services and proposed work plan:

The work plan is broken down into discrete tasks. Each task is explained below.

- **Initial Field Meeting/Utility Coordination:** OHM will coordinate and attend an on-site field meeting with the City of Reynoldsburg, Kroger representatives, utility representatives, and other interested parties as requested by the City of Reynoldsburg. We will provide the attendees with a concept layout of the proposed traffic signal, traffic control, and curb ramps based on the utility and other information gathered prior to the meeting. The purpose of this meeting will be to discuss the general signal layout as well as any possible utility conflicts.
- **Prepare Preliminary Traffic Signal, Traffic Control, and Curb Ramp Design Plans:** Preliminary plans for signal installation and curb ramps will be developed. The deliverables will be as follows:
 - 1 - Title sheet.
 - 1 - Signal plan sheet depicting the locations of the signal supports, controller, pedestrian facilities (pedestals, pedestrian signal heads, and pushbuttons), and signal heads.
 - 1 - Preliminary pavement marking plan sheet
 - 1- Curb ramp plan sheet depicting proposed curb ramp locations.
- **Review Preliminary Plans:** Our QA/QC process calls for checks after each work activity and formal reviews after each task in the project. After this information is checked in accordance with our QA/QC process, we will submit plans, special provisions and the cost estimate summaries for a Plan Review meeting with the City of Reynoldsburg. We will assist in scheduling, conducting and attending the preliminary plan review meeting.
- **Prepare Final Traffic Signal, Traffic Control, and Curb Ramp Design Plans:** After attending the Plan Review meeting, the comments received will be addressed. Upon completion of this, the detailed plan package will be completed and we will provide the following deliverables:

OHM Advisors*

580 NORTH FOURTH STREET, SUITE 610
COLUMBUS, OHIO 43215

T 614.418.0600
F 614.418.0614

OHM-Advisors.com



- 1 – Title sheet
- 1 – Curb ramp plan sheet detailing the locations and proposed elevations.
- 1 – Traffic control plan sheet detailing pavement marking locations and proposed signing.
- 2 – Traffic signal note sheets
- 1 – Traffic signal plan sheet detailing the location of all proposed signal equipment. In addition to this, the plan will also include detailed information pertaining to conduit sizes, cables, detector loops, and power service location.
- 3 – Traffic signal details sheets which will include the phasing diagram, signal timing chart, signal support elevations, wiring diagram, field wiring hook-up chart, detection chart, and pole orientation detail.
- Quantities for all proposed items and a detailed cost estimate.

Please note that OHM will not be preparing a complete bid book for this job as it is our understanding that the plans will be packaged and advertised by the City of Reynoldsburg. We also assume that any related permits will be the responsibility of the City of Reynoldsburg. Should this work become necessary, it will be considered out-of-scope and subject to additional compensation.

Responsibilities of Owner

OHM will utilize electronic survey files provided by the City of Reynoldsburg to prepare the traffic signal and curb ramp design plans. We assume these files will also include all pertinent right-of-way and utility information.

Time Schedule

OHM is prepared to begin conducting the initial field review within 7 days of the notice to proceed. The preliminary design will be available no later than 20 working days after the notice to proceed. The final design will then be available within 15 days after review comments are received from the City of Reynoldsburg.

Compensation

Compensation due will be the lump sum amount of seventeen thousand dollars (\$17,000.00). Any requested work not covered under this scope of work will be an extra compensation due on a time and materials basis utilizing the rate schedule herewith attached as Exhibit 1.

Contract Terms and Conditions

The attached Standard Terms and Conditions, dated March 2010 and shown as Exhibit 2, are incorporated into this proposal by reference.

Acceptance

This document, including any attached Exhibits constitutes the entire Agreement between the Owner and OHM Advisors and shall not be amended, altered or changed, except by written authorization executed by both parties. If this proposal is acceptable to you, please sign both copies and mail one back to us for authorization to proceed

OHM Advisors
CONSULTANT

Aaron Call, P.E.
Principal

November 30th 2018

(Signature)

(Date)

City of Reynoldsburg
CLIENT

Andrew Bowsher
Development Director – City of Reynoldsburg

Attachments: Exhibit 1 – Labor Billing Rate Schedule
Exhibit 2 – Standard Terms and Conditions

Attachment: Reynoldsburg Signal Proposal - Kroger Drive (OHM Advisors FCED Loan Contract)



APPENDIX A

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
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Graduate Engineer I	\$115.00
Graduate Architect III/Landscape Architect III	\$125.00
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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
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Professional Surveyor II	\$145.00
Professional Surveyor I	\$132.00
Graduate Surveyor	\$113.00
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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.



APPENDIX B

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.

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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.

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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.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

ORDINANCE REQUEST

DATE: January 28, 2019

TO: Development, Parks and Recreation Committee

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH CALFEE ZONING FOR PROFESSIONAL ZONING CODE REWRITE SERVICES AND DECLARING AN EMERGENCY.

Approval:

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

Emergency/Suspension: Emergency

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

The City of Reynoldsburg does not have an up-to-date Zoning Code. The last Code was created in 1969. A new zoning code will provide both a short- and a long-range framework for the built environment in the City. It will guide the appropriate use of lands within the City in order to protect the public health and safety and to promote general welfare. Among other issues, the zoning code will assist City Officials track log, and coordinate our future comprehensive plan for commercial, housing and mixed-use development; locations where the City should increase density, use redevelopment, or intervene in other ways; opportunities to extend and/or improve open space, recreational areas, and civic facilities; strategies for increasing economic development; environmental, historic and cultural resources that need conservation; and strategies for improving infrastructure issues.

As a result, the new zoning code has a direct relationship to the citizens of Reynoldsburg, whether they live, work, or own a business in the community. A copy of the Calfee Zoning's contract is attached. Work will commence once approved, and payments will start January of 2019

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

Request use of \$135,000 from the account number 110.580.5339 Misc. Contract Services.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 201__, by and between the CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation with an address of 7232 E. Main Street, Reynoldsburg, Ohio 43068, Attn: Andrew Bowsher, Development Director (the "City"), and CALFEE STRATEGIC SOLUTIONS, LLC, an Ohio limited liability company D/B/A CALFEE ZONING, with an address of 2800 First Financial Center, 255 E. Fifth Street, Cincinnati, Ohio 45202, Attn: Sean S. Suder, Principal (the "Consultant"), on the following terms and conditions:

RECITALS

- A. The City is seeking professional consulting services to update the City's Planning and Zoning Code (the "Project").
- B. Consultant provides municipal consulting services to local governments and has demonstrated the qualifications necessary and desired to complete the Project.
- C. The City desires to retain Consultant to provide consulting services related to the Project, and Consultant desires to render such consulting services to the City, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows:

AGREEMENT

1. Consulting Period; Termination. Consultant will commence work on the Services within fifteen (15) days of the Effective Date of this Agreement ("Project Commencement"), and this Agreement shall be in effect for a term commencing on the Effective Date hereof and ending on the date of Completion (defined below) of the Services (defined below) (the "Consulting Period"). The Consulting Period may be extended upon the mutual written agreement of the City and Consultant. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate automatically upon thirty (30) days' advance written notice of either the City or Consultant. If this Agreement is terminated by the City, Consultant shall be paid for services it has performed to the date of termination. The City shall not be entitled to the recovery of any damages arising out of or related to the termination of this Agreement unless such termination is the direct result of any negligence or willful misconduct of Consultant.
2. Consulting Services. During the Consulting Period, Consultant agrees to provide the scope of consulting services set forth on Exhibit A attached hereto and made a part hereof (the "Services") related the re-write of the City of Reynoldsburg Planning and Zoning Code (the "Reynoldsburg Code").
3. Consulting Fee. During the Consulting Period, the City shall pay Consultant a total consulting fee of One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) (the "Consulting Fee"), as more fully set forth on Exhibit A attached hereto and made a part hereof,

payable to Consultant on a monthly basis for any Services completed during the prior month. The City shall pay Consultant the Consulting Fee not later than thirty (30) days following the date of Consultant's written invoice therefor. The Consulting Fee shall include all of Consultant's expenses, including, but not limited to, Consultant's travel expenses, and Consultant shall not receive reimbursement for any business or travel expenses unless separately pre-approved by the City in writing.

4. **Independent Contractor.** Consultant acknowledges and agrees that its status at all times shall be that of an independent contractor, and that it may not, at any time, act as a representative for or on behalf of the City, for any purpose or transaction, and may not bind or otherwise obligate the City in any manner whatsoever without first obtaining the written approval of the City. In recognition of its status as an independent contractor, Consultant hereby waives any rights as an employee or deemed employee of the City. Consultant shall pay directly all taxes associated with the compensation it receives under this Agreement

5. **Understanding of Relationship.** ALTHOUGH SOME OF OUR PROFESSIONALS ARE ATTORNEYS WHO MAY BE SEPARATELY ENGAGED TO PROVIDE LEGAL REPRESENTATION AND SERVICES IN JURISDICTIONS WHERE THEY ARE LICENSED TO PRACTICE LAW, CALFEE STRATEGIC SOLUTIONS, LLC D/B/A CALFEE ZONING ("CZ") (AN AFFILIATE OF THE LAW FIRM OF CALFEE, HALTER & GRISWOLD LLP WITH ITS PRINCIPAL PLACE OF BUSINESS AT 1405 EAST SIXTH STREET, CLEVELAND, OHIO 44114) IS NOT A LAW FIRM AND DOES NOT PROVIDE ANY LEGAL REPRESENTATION OR LEGAL SERVICES, AND THE FEES COLLECTED BY CZ IN PERFORMING CONSULTING SERVICES ARE, THEREFORE, NOT LEGAL FEES. ENGAGING OR OTHERWISE CONTRACTING WITH CZ OR ITS PRINCIPALS OR EMPLOYEES DOES NOT FORM AN ATTORNEY-CLIENT RELATIONSHIP AND, THEREFORE, THE PROTECTIONS OF THE ATTORNEY-CLIENT RELATIONSHIP DO NOT APPLY. IF YOU ARE SEEKING TO CREATE AN ATTORNEY-CLIENT RELATIONSHIP, YOU ARE ENCOURAGED TO ENGAGE AN ATTORNEY OF YOUR CHOOSING. ENGAGING OR OTHERWISE CONTRACTING WITH CZ OR ITS PRINCIPALS OR EMPLOYEES DOES NOT REQUIRE YOU TO ENGAGE, HIRE, OR RETAIN ANY ATTORNEY IN PARTNERSHIP WITH OR EMPLOYED BY CZ'S AFFILIATE LAW FIRM, CALFEE, HALTER & GRISWOLD LLP, OR IN ANY WAY LIMIT, AFFECT, OR IMPACT YOUR ABILITY TO ENGAGE, HIRE, OR RETAIN AN ATTORNEY OF YOUR CHOOSING.

6. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Ohio. This Agreement contains the parties' entire understanding and supersedes all prior negotiations, proposals, or agreements concerning the services described herein. This Agreement may only be modified by written instrument duly executed by both parties. The rights and interests under this Agreement shall not be assigned without the prior written consent of the other party. To the extent that any provision of this Agreement is finally adjudged invalid by a court of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of the Agreement shall remain in full force and effect and be binding upon the parties hereto. All communications required by this Agreement may be personally delivered or mailed to the other party at the address set forth above. The address and party may be changed by written notice given as provided in this paragraph.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

CONSULTANT:

CALFEE STRATEGIC SOLUTIONS, LLC,
an Ohio limited liability company,
D/B/A CALFEE ZONING

By: _____
Name: _____
Title: _____

CITY:

CITY OF REYNOLDSBURG, OHIO,
an Ohio municipal corporation

By: _____
Name: _____
Title: _____

CERTIFICATION OF FUNDING AVAILABILITY:

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
_____, City Finance Director

EXHIBIT A

SCOPE OF SERVICES

Zoning Code Re-Write Project	
TASK GROUP A - Zoning and Permitting Operations Review/Analysis	
1.1 Gather Information and Review Existing Procedures and Permit Flow	\$ 7,700
1.2 Draft and Deliver Diagnostic Report	\$ 9,620
1.3 Teleconference - Review Draft Report	\$ 900
1.4 Report Presentation	\$ 6,040
Subtotal	\$ 24,260
TASK GROUP B - Code Calibration and Administrative Draft	
2.1 Create Administrative Review Draft CDO	\$ 28,120
2.2 Draft Map and Zoning Districts	\$ 3,460
2.3 Teleconference - Review Administrative Draft	\$ 1,180
2.4 Stakeholder Meeting - Trip	\$ 6,880
2.5 Finalize Administrative Draft	\$ 3,240
Subtotal	\$ 42,880
TASK GROUP C - Public Review Draft and Adoption	
3.1 Create Public Review Draft	\$ 14,700
3.2 Teleconference - Public Review Draft	\$ 1,180
3.3 Public Communications - Open House - Trip #4	\$ 13,360
3.4 Teleconference - Open House Follow Up	\$ 1,180
3.5 Finalize Public Review Draft	\$ 10,400
3.6 Public Hearing - Planning Commission Presentation	\$ 7,400
3.7 Teleconference - Public Hearing Follow Up	\$ 1,180
3.8 Create Adoption Draft	\$ 7,940
3.9 Public Hearing - City Council Presentation	\$ 7,400
3.10 Teleconference - Project Wrap Up	\$ 1,120
3.11 Final Delivery	\$ 2,000
Subtotal	\$ 67,860
PROJECT SCOPE TOTAL	\$135,000