

ORDINANCE NO. 128-17

PASSED: November 13, 2017

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL COMPREHENSIVE MASTER PLAN SERVICES AND APPROPRIATING FUNDS THEREFORE.

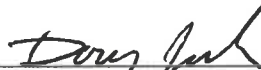
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:


SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with OHM Advisors, 580 N 4th St #610, Columbus, OH 43215, for professional Comprehensive Master Plan services for a contract amount of \$120,000.00 (one hundred twenty thousand dollars).

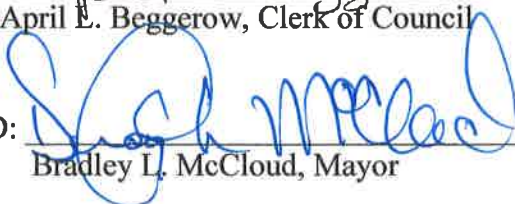
See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That to fund the project referred to in Section 1, an amount of \$120,000.00 in the unappropriated General Fund be and is hereby appropriated to account number 110.580.5339 Misc. Contract Services.

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

  
\_\_\_\_\_  
Doug Joseph, President of Council

ATTEST:   
\_\_\_\_\_  
April E. Beggerow, Clerk of Council

APPROVED:  DATE 11/14/17  
\_\_\_\_\_  
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 128-17 as passed by Council of said City on the 13<sup>th</sup> day of November, 2017 and as recorded in the Record of Proceedings of said Council.

  
\_\_\_\_\_  
April L. Beggerow, Clerk of Council

Filed with Mayor: 11/14/17

Published: \_\_\_\_\_

ARCHITECTS. ENGINEERS. PLANNERS.



September 29, 2017

City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

Attention: Dan Havener  
Director, Department of Development

Regarding: Comprehensive Plan

Re: Downtown Plan

Dear Mr. Havener,

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

**PROJECT AREA:**

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

**ASSUMPTIONS:**

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

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

**SCOPE OF WORK:**

See Exhibit A.

**FEE AND REIMBURSABLE EXPENSES:**

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

**AUTHORIZATION:**

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



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

Regards,

Aaron Domini  
Principal, OHM Advisors



## STANDARD TERMS and CONDITIONS

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



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

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

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

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

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

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

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

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

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



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

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

ACCEPTED

OHM Advisors

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

ACCEPTED

## A. PROJECT UNDERSTANDING & APPROACH



### PHASE 1: PREPARING FOR THE PLAN

#### Task 1.1 – Getting Organized

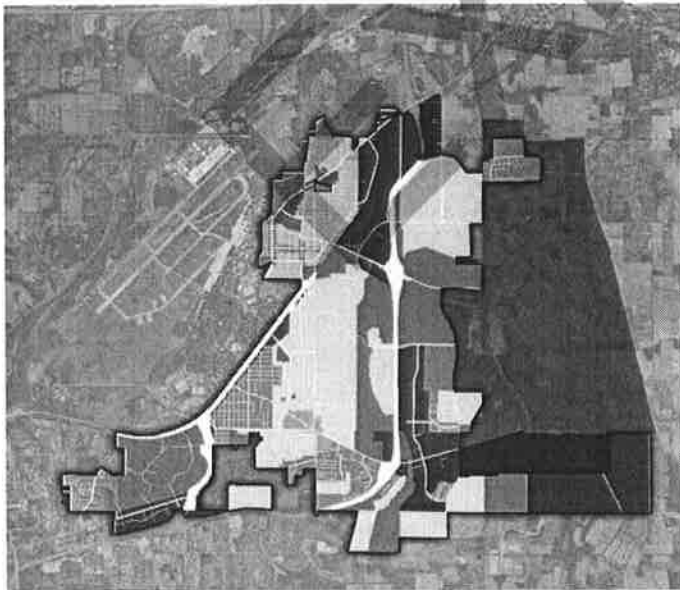
OHM Advisors and staff will have a ‘kickoff’ work session. The intent of this session is to familiarize the OHM Advisors team with key planning and development issues, develop a steering committee structure and invite members, and establish the finalized logistics and detailed schedules for the project.

#### Task 1.2 – Develop Project Brand and Website

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

#### Task 1.3 – Assemble Mapping Data and Prepare Maps

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



Future Land Use Map, Fairborn, OH

#### Task 1.4 – Review Current Plans and Policies

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

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

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



### PHASE 2: UNDERSTANDING THE CONTEXT

#### Task 2.1 – Existing Conditions Analysis

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

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

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

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

## A. PROJECT UNDERSTANDING & APPROACH

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



### PHASE 3: ENGAGE AND LISTEN

#### **Task 3.1 – Small Public Meetings**

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

#### **Task 3.2 – Town Hall Meeting Presentation**

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

#### **Task 3.3 – Online Engagement**

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

#### **Task 3.4 – Phone Survey**

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



### PHASE 4: DEVELOPING THE PLAN

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

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

#### **Task 4.2 - Identifying the Target Redevelopment Areas**

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



## A. PROJECT UNDERSTANDING & APPROACH

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

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



### PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION

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

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



#### Task 5.2 – Town Hall Meeting 2/Online Review

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

#### Task 5.3 - Implementation and Accountability Plan

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

#### Task 5.4 - Final Plan Deliverables

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

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

### PROJECT TIMELINE

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