



****UPDATE****

CANAL WINCHESTER CITY COUNCIL

MEETINGS HAVE MOVED!

Canal Winchester City Council meetings will now be held at the new City Hall located at 45 East Waterloo St. The public is invited to attend.

In addition, meetings will continue to be available for live viewing online. The meetings will be hosted online on the City's YouTube page which can be accessed at the link below.

https://www.youtube.com/channel/UCN7HrdIn_1l8aTzps80NvuQ

City Council will also continue to accept written public comments prior to a council meeting. To be included on the Council agenda, comments must be received by noon the Friday before the meeting. Comments received after the deadline will be included on the next agenda. To submit a comment to City Council, click the link below.

[Submit a Comment](#)

Canal Winchester

*City Hall
Council Chambers
45 East Waterloo Street
Canal Winchester, OH 43110*



Meeting Agenda

October 17, 2022

6:00 PM

Council Work Session

*Bob Clark - Chair
Laurie Amick
Jill Amos
Steve Buskirk
Chuck Milliken
Patrick Shea
Mike Walker*

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Reports of City Staff

Bill Sims

E. Request for Council Action**RES-22-043**

Public Service

A RESOLUTION IN SUPPORT OF STORMWATER AWARENESS WEEK

- Request to move to full Council

RES-22-044

Development

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR GALLERY SPACE IN CITY HALL WITH THE CANAL WINCHESTER ART GUILD

- Request to move to full Council

ORD-22-038

Construction Services

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 01, 2022 THROUGH DECEMBER 31, 2025.

- Request to move to full Council

ORD-22-039

Finance

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF CANAL WINCHESTER, OHIO.

- Request to move to full Council

ORD-22-040

Finance

AN ORDINANCE TO AMEND THE 2022 APPROPRIATION ORDINANCE #21-053, AMENDMENT #5

- Request to move to full Council

ORD-22-041

Finance

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND TO AUTHOIRZE APPROVED INTERFUND TRANSFERS

- Request to move to full Council

F. Old/New Business**OTH-22-021**

Pedestrian Safety

OTH-22-022

Police Study

G. Adjournment

RESOLUTION NO. 22-043

A RESOLUTION IN SUPPORT OF STORMWATER AWARENESS WEEK

WHEREAS, urban stormwater runoff is the threat to water quality in the Walnut Creek watershed in Canal Winchester; and,

WHEREAS, population growth, residential and commercial development, and the resulting changes to the landscape will only increase stormwater quality and quantity concerns throughout Ohio; and,

WHEREAS, these impacts cannot be entirely avoided or eliminated but can be minimized; and,

WHEREAS, it is currently recognized that control of stormwater quantity and quality is most effectively implemented when people and organizations understand the related causes and consequences of polluted stormwater runoff and flooding, and the actions they can take to control these, and,

WHEREAS, the need arises not only from the regulatory requirements of EPA General Construction and Municipal Stormwater rules, but also from the recognition that citizens and local decision makers will benefit from a greater awareness of how the cumulative impacts of decisions at home, at work, and through local policies impact our water quality, stream corridors, and flooding; and,

WHEREAS, the development and implementation of effective, outcomes-based stormwater education and outreach programs will meet the related federal stormwater pollution control requirements and those of the communities they serve so that Ohio continues to be a great place to live, work, and play.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the City of Canal Winchester joins Soil and Water Conservation Districts and Communities across Ohio in recognizing the week of October 16th-22nd, 2022 as Stormwater Awareness Week.

Section 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____

CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the resolution as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council

RESOLUTION NO. 22-044

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR GALLERY SPACE IN CITY HALL WITH THE CANAL WINCHESTER ART GUILD

WHEREAS, the Canal Winchester Art Guild is a not-for profit corporation made up of area artists serving the Canal Winchester Community; and

WHEREAS, City Council desires to support the arts in the City of Canal Winchester by dedicating space in a public building to display works of local artists in an organized manner; and

WHEREAS, an agreement has been presented specifying the terms of use and coordination of the display of art work in the Canal Winchester City Hall located at 45 East Waterloo Street.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Canal Winchester City Council authorizes that Mayor of Canal Winchester to enter into an Agreement for Gallery Space in City Hall in a format substantially similar to the agreement attached as Exhibit A.

SECTION 2. That this resolution shall take effect and be in force from and after its passage.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the resolution as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

Agreement for Gallery Space in City Hall

Agreeing Parties

The Canal Winchester Art Guild (“CWAG”) an Ohio 501(c)(3) non-profit organization and the City of Canal Winchester (“the City”) located at 45 East Waterloo Street Canal Winchester Ohio, enter into this Agreement for Use of Gallery space (“Designated Area”) to enable CWAG to utilize the space for the exhibition and sale of Artists’ art (“Designated Activity”).

Period of Use

The period of use shall be from July 1, 2022 to July 1, 2032, unless earlier terminated pursuant to this Agreement or further extended by the parties in writing. Any party may terminate this Agreement immediately upon notice to each of the other parties if one or more of the other parties fails to perform any material term or condition of this Agreement and does not remedy the failure within ten (10) days after receipt of written notice of such default. Additionally, any party may terminate this Agreement for convenience upon thirty (30) days’ notice to each of the other parties.

Designated Use and Fee

Use - For the purposes of this Agreement, the City shall provide to CWAG, and CWAG may use, the Designated Area only to exhibit art created by CWAG members in good standing.

CWAG will provide the city with a permanent hanging system. The City will install said system. Upon termination of this agreement the City will be required to return said hanging system. The City shall not be responsible for any damage to the hanging system. Any repairs to return the walls to their original condition will be the City’s responsibility.

The City’s permission to CWAG and Individual Artists to display art in the Designated Area does not, and is not intended to, create a forum for expression in the Designated Area and the City retains full authority to deny permission to display any art, or to require the removal of any art, from the Designated Area for any reason, including its content. CWAG and Individual Artists hereby waive any cause of action related to or arising from the City’s denial of permission to display any artwork.

Further, the City shall not be liable for, and CWAG and Individual Artists hereby waive any cause of action for, any damage or theft of any art displayed pursuant to this Agreement.

Sales – Individual Artists will process all sales during the Period of Use including sales tax. Neither the City or CWAG receive a commission.

Standards of Conduct

1. Except as otherwise provided herein, and at their sole cost, expense and responsibility, the Artists will use the Designated Area solely for the display of their

selected art, which will be approved, prior to display, by the City or its representative. CWAG will use the Designated Area in a reasonably careful, safe, and proper manner, and will not use or occupy, or permit the Designated Area to be used or occupied, for any purpose or in any manner prohibited by the laws of the United States or the State of Ohio, or the ordinances, resolutions, or administrative rules of the City.

2. CWAG, shall be solely responsible for the installation, maintenance, and removal of all exhibited art. CWAG shall not attach any sign or printed material to any property in or around the Designated Area, without the prior written approval of the City. CWAG will provide art tags and install with consultation from the Artists.

3. Upon the termination of this Agreement, CWAG will surrender the Designated Area in good order and condition, ordinary wear and tear excepted, to the approval of the City. The City will return the hanging system.

Use of Area

CWAG, including but not limited to their members agents, and contractors, will comply with the Laws and terms of this Agreement, as they may be amended from time to time, in its conduct of Designated Activities and use of the Designated Area.

Waiver and Release

The Artists waive and releases all claims against City, its officials, employees, and agents with respect to all matters for which City has disclaimed liability pursuant to the provisions of this Agreement. In addition, the Artists agree that City, its officials, employees, and agents, will not be liable for any loss occasioned by any cause beyond City’s control.

Individual artists who wish to have art displayed in the Designated Area must sign an acknowledgement (see form attached as appendix A) agreeing to be bound by the foregoing Agreement, specifically including disclaimers of City liability and waivers of causes of action against the City.

Agreeing Parties:

Canal Winchester Art Guild

Sue Finch _____

President Date _____

City of Canal Winchester

Michael Ebert _____

Mayor Date _____

APPENDIX A
FORM OF ARTIST ACKNOWLEDGEMENT

The undersigned hereby acknowledges that the undersigned has received a copy of, and has reviewed, the Agreement for Gallery Space in City Hall entered between the Canal Winchester Art Guild and the City of Canal Winchester.

The undersigned agrees that the display of the undersigned's art in City Hall is subject to the terms of said agreement, and specifically agrees to City's disclaimers of liability; the waiver of causes of action relative to the City's decision to grant or deny permission for display of any work of the undersigned; and the waiver of causes of action relative to any damage or theft that may occur during the art's display in City Hall.

Signed:

Artist Signature

Artist Printed Name

Date

Date
Item Number
Sponsor:

ORDINANCE NO. 22-038

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 01, 2022 THROUGH DECEMBER 31, 2025.

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Quality Control Inspection, Inc. to provide construction inspection for private and public capital projects in the City for the Period from January 1, 2022 through December 31, 2025.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

Agreement



Contract No.: 111-23-06
Expiration: 12-31-2025
Client: City of Canal Winchester
Service: General Project Representation/
Contract Administration

This Agreement made this ____ day of _____ 202__ by and between Quality Control Inspection, Inc ("QCI") and the City of Canal Winchester ("OWNER").

WITNESSETH:

WHEREAS, QCI is in the business of providing consulting services relating to construction inspection

WHEREAS, the OWNER is desirous of engaging QCI to retain consulting services relating to construction inspection and contract administration as more fully set forth below: and

WHEREAS, on _____, 202__ the _____ authorized the hiring of QCI by Resolution # _____; and

WHEREAS, QCI and OWNER have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the OWNER hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), and Contract Administrators ("CA") for use by the OWNER and at the direction of the OWNER's engineer ("ENGINEER") to inspect and consult on work being performed by Contractors hired, or authorized to perform work, by the OWNER.

1. **RPR Classifications:**

- a.) Class I RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more typical nature, *i.e.*: Roadway and underground utility construction , new development projects or other types of projects mutually agreed upon by the OWNER and QCI to be of typical nature.
- b.) Class II RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more specialized nature, *i.e.*: wastewater treatment plants, water plants, water towers, bridges, non-hazard landfills, building construction or other types of work mutually agreed upon by the OWNER and QCI to be of a highly specialized nature.

2. **Duties and Responsibilities:**

- a.) **Liaison:** Serve as the ENGINEER's liaison with Contractor working principally through Contractors Superintendent and assist him/her in understanding the intent

of the Contract Documents.

b.) Review of work, Rejection of Defective Work, Inspection, and Tests:

- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (ii) Report to the ENGINEER and OWNER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (iii) Verify that tests are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER and OWNER appropriate details relative to the test procedures.
- (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER and OWNER.

c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the ENGINEER.

d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER and OWNER.

e.) Reports:

- (i) Furnish ENGINEER and OWNER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
- (ii) Consult with ENGINEER and OWNER in advance of scheduled major tests, inspections, or start of important phases of work.

f.) RPR:

- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials that do not conform to the Specifications and Contract.
- (ii) The RPR is authorized to reject non-specified materials.

g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER and OWNER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

- (i) Submit to Contractor a list of observed items requiring completion or correction.
 - (ii) Conduct final inspection in the presence of the ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - (iii) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER and OWNER concerning acceptance.
- i.) Additional Duties and Responsibilities: In addition to the duties and responsibilities as spelled out in Article 1 - Scope of Service, at the request of the ENGINEER, the CA shall act as a liaison Officer between the ENGINEER, and the RPR, and shall, under the ENGINEER's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the ENGINEER.
- j.) At the written request of OWNER, QCI shall provide an Ohio licensed engineer for the purpose of construction engineering (CE) consulting services as may be required from time-to-time by the OWNER.

ARTICLE II - LIMITATIONS

Except upon written instruction of the ENGINEER or OWNER, the RPR, CA or CE:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not issue instructions contrary to the contract plans, specifications, or contract documents.
3. Shall not exceed limitations of the ENGINEERs authority as set forth in the Contract Documents.
4. Shall not undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's Superintendent, or expedite the work.
5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
6. Shall not issue directions as to safety precautions and programs in connection with the work.
7. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

ARTICLE III - OWNER RESPONSIBILITY

1. The OWNER Designates Mr. William Sims as its Owner's Representative to coordinate the work of QCI. The Owner's Representative shall be the source of instruction to QCI and shall have the authority to interpret OWNER's policies and procedures as necessary to maintain QCI's work schedule. The Owner Representative shall have the right to

reasonably approve all personnel assigned by QCI.

2. OWNER shall provide QCI with any additional information including approved Final Subdivision Plans, Cut Sheets, Reports, OWNER Standard Construction Drawings and Specifications, Maps and Tax Maps insofar as the information is available or may be secured by the OWNER.
3. OWNER shall bear the cost of furnishing the information indicated above as a cost separate and apart from fees paid to QCI under the terms and conditions of this Agreement, except as may be otherwise noted.

ARTICLE IV - FEES

1. **Fee Schedule:**
 - a.) The OWNER shall pay to QCI the fees as set forth in Exhibit "A" attached hereto,
 - b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
 - c.) QCI shall submit a monthly invoice to the OWNER, specifying the project name, total RPR hours worked, CA hours worked and any additional reimbursable expenses with prior approval from the OWNER.
 - d.) Payment shall be made to Quality Control Inspection, Inc., 9500 Midwest Avenue, Cleveland, Ohio 44125, or QCI's assigned financial agent within THIRTY (30) days of the dated invoice.
 - e.) In the event the OWNER or QCI desires to terminate this Agreement, it may be terminated upon a SEVEN (7) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of notice and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.
 - f.) This agreement shall become effective upon "Acceptance" and remain in effect through December 31, 2025. Upon December 31, 2024 QCI will increase the rates 3%. This agreement shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE V - INSURANCE

1. **QCI Insurance in effect:**
 - a.) QCI shall at all times maintain in force and effect professional liability insurance with a Limit of liability of not less than \$2,000,000.00 and in a form generally the same as its current coverage provided by Evenstan Insurance Company.
 - b.) QCI shall at all times maintain in force and effect General Liability Insurance with a combined General Liability aggregate of \$2,000,000.00 Automobile Liability of \$1,000,000.00 provided by Valley Forge Insurance Company and Umbrella Liability of \$4,000,000.00 and BWC Stop Gap Policy of \$1,000,000.00 provide by Continental Insurance Co.

ARTICLE VI - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.
 - a.) Information About QCI Employees. OWNER may work closely with employees of QCI performing services under this Agreement. Any information about such employees which becomes known to OWNER during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by OWNER in soliciting employees of QCI at any time. OWNER agrees to protect the confidentiality of such information, to the extent that these terms are permitted under public records law.
 - b.) Solicitation of Employees Prohibited. During the term QCI is performing services for OWNER and from one (1) year following the cessation of such services, OWNER shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.
 - c.) Injunctive Relief. OWNER agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.
 - d.) Liquidated Damages. OWNER agrees and acknowledges that the actual damages, which would result by any breach by it of this Agreement, are uncertain and would be extremely difficult to ascertain. OWNER therefore agrees to pay QCI a sum equal to thirty-five percent (35%) of the annual compensation previously paid by QCI to any employee(s) of QCI that leave(s), as a result of OWNER's breach of this Agreement, and any damages over and above this amount to which QCI may be entitled by law.

ARTICLE VII - COPYRIGHTS

OWNER acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System, which shall remain the sole property of QCI, and nothing herein shall be deemed to create any rights to OWNER in violation of the rights or interest of QCI or any third party. OWNER acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by OWNER of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach, without bond or other security being required.

ARTICLE VIII - GENERAL

1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.
2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
4. Amendments. During the term of this Agreement, OWNER and QCI may amend this Agreement provided; however, any such amendment must be in writing and signed by both OWNER and QCI.
5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.
6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of any subsequent breach or violation.
7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

WITNESSES:

Mark Pace

Mark Pace
[print witness name]

Gabrielle Capone

Gabrielle Capone
[print witness name]

[print witness name]

[print witness name]

D:\QC\Client\Canal Winchester\SCOPES\2023 Scope Agreement REV 1.doc

QUALITY CONTROL INSPECTION, INC.

By: Rick Capone

Print Name: Rick Capone

Title: President

Date: September 26, 2022

CITY OF CANAL WINCHESTER

By: _____

Print Name:

Title:

Date:

EXHIBIT "A"

1. Fee.
 - a.) **Resident Project Representative - Class I** - \$59.51 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$89.27 per hour, per person for each extra hour worked.
 - b.) **Resident Project Representative - Class II** - \$67.42 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$101.13 per hour, per person for each extra hour worked.
 - c.) **Contract Administration** - \$93.47 per hour, per person.
 - d.) **Construction Engineer** - \$97.44 per hour, per person.
 - d.) **Mileage Reimbursement** – QCI shall be reimbursed the current IRS “Standard Mileage Rate” for mileage reimbursement for any required driving.
 - e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
 - f.) OWNER/Developer's Representative shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
 - g.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, drawings and specifications and similar project related items.
 - i.) All QCI personnel shall have made available to them, when necessary, inspection equipment for all assignments as identified in exhibit “B”.

EXHIBIT "B"

Tool Inventory List

Air Temperature Thermometer	Asphalt Thermometer
Calculator	Flashlight
Hard Hat	Level (4'-0)
Level (Torpedo)	Pick
Probe	Ruler (6'-0 Folding)
Safety Vest	Shovel
Spec. Book (City of Columbus & State of Ohio, D.O.T.)	Columbus/ODOT Standard Drawings
Wheel (Measuring)	Cellular Telephone & Digital Camera

ORDINANCE NO. 22-039

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF CANAL WINCHESTER, OHIO.

WHEREAS, Section 731.23 of the Ohio Revised Code provides for the publication and certification of ordinances in book form, and

WHEREAS, the Council of the Village of Canal Winchester, Ohio has had the matter of the updating and general revision of the ordinances before it for some time, and

WHEREAS, it has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such updating service, and

WHEREAS, the updating of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Canal Winchester, Ohio:

SECTION 1. That the editing, arrangement and numbering or renumbering of the ordinances of Canal Winchester, Ohio of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2022 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2. The following sections of the Traffic and General Offenses Codes, as amended are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

Administrative Code

101.03 Rules of Construction. (Amended)

Traffic Code

303.082 Private Tow-Away Zones. (Amended)
303.083 Impounding Vehicles on Public Property. (Added)

General Offenses Code

- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.15 Sale of Dextromethorphan. (Added)
- 517.01 Gambling Definitions. (Amended)
- 517.02 Gambling. (Amended)
- 517.06 Methods of Conducting a Bingo Game; Prohibitions. (Amended)
- 517.08 Raffles. (Amended)
- 517.09 Charitable Instant Bingo Organizations. (Amended)
- 517.11 Bingo or Game of Chance Records. (Amended)
- 517.13 Bingo Exceptions. (Amended)
- 517.14 Instant Bingo Conduct by a Veteran's or Fraternal Organization. (Amended)
- 517.15 Skill-Based Amusement Machines. (Amended)
- 517.16 Electronic Instant Bingo; Prohibited Conduct. (Added)
- 529.01 Liquor Control Definitions. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 537.19 Hazing Prohibited. (Added)
- 549.02 Carrying Concealed Weapons. (Amended)
- 549.04 Improperly Handling Firearms in a Motor Vehicle. (Amended)
- 549.10 Possessing Replica Firearm in School. (Amended)
- 549.12 Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Added)

Fire Prevention Code

- 1519.01 Fireworks Definitions. (Amended)
- 1519.04 Possession, Sale or Discharge Prohibited; Exceptions. (Amended)
- 1519.05 Application. (Amended)
- 1519.06 Safety Requirements for Fireworks Showroom Structures. (Added)
- 1519.07 Manufacturing or Wholesale Sale Without a License; Prohibitions. (Added)
- 1519.08 Purchase to Comply with Law; Unauthorized Purchases. (Added)

SECTION 3. That the Clerk of Council shall cause to be published in a manner required by law this Adopting Ordinance together with a brief summary of new matter contained in the 2022 Replacement Pages. Sections in the Codified Ordinances without any previous ordinance history indicate that section contains new matter enacted by this Adopting Ordinance.

SECTION 4. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reason set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LEGAL COUNSEL

ORDINANCE NO. 22-040

AN ORDINANCE TO AMEND THE 2022 APPROPRIATION ORDINANCE #21-053, AMENDMENT #5

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the 2022 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$35,000.00 to the following line items:

Department	Function	Amount
Public Service – Fleet	Operating Expenses	\$ 15,000.00
Information Technology	Operating Expenses	\$ 20,000.00

Section 2: That the 2022 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Street Maintenance Fund \$10,000.00 to the Operating Expenses line item.

Section 3: That this ordinance take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council



To: Members of City Council

From: Amanda Jackson, Finance Director

Date: October 14, 2022

RE: Appropriation Amendment #5

MEMORANDUM

Appropriation Amendment #5 for the 2022 Appropriations serves to appropriate funds for the following items in the General Fund:

General Fund – Appropriates \$35,000.00 as follows:

- \$15,000.00 to Public Service – Fleet – Operating Expenses to be used for fuel for city vehicles and equipment. Additional funds are needed due to the cost of gas over the last several months.
- \$20,000.00 to Information Technology – Operating Expenses to pay for additional consulting costs related to the city’s technological infrastructure.

Bed Tax Fund – Appropriates \$10,000.00 to be used for fuel for city vehicles and equipment. Additional funds are needed due to the cost of gas over the last several months.

Due to the need to have the funds available to pay for fuel for city vehicles and equipment, I am asking Council to consider waiving second and third reading on this ordinance.

Please let me know if you have any questions.

ORDINANCE NO. 22-041

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND TO AUTHOIRZE APPROVED INTERFUND TRANSFERS

SECTION 1. BE IT RESOLVED by the Council of the City of Canal Winchester, State of Ohio, that, to provide for the current expenses and other expenditures of the said City of Canal Winchester, during the fiscal year ending December 31, 2023, the following sums be and they are hereby set aside and appropriated as follows, viz:

SECTION 2. That there be appropriated from the GENERAL FUND:

Sheriff	100-100			
Operating Expenses		\$	1,573,000.00	
Capital Outlay		\$	60,000.00	
Total Sheriff				\$ 1,633,000.00
County Health Department	100-200			
Operating Expenses		\$	100,000.00	
Total County Health Department				\$ 100,000.00
Human Services	100-201			
Operating Expenses		\$	63,100.00	
Total Human Services				\$ 63,100.00
Cemetery:	100-202			
Operating Expenses		\$	2,000.00	
Total Cemetery				\$ 2,000.00
Community Center	100-300			
Personal Services		\$	91,950.00	
Operating Expenses		\$	31,450.00	
Capital Outlay		\$	1,200.00	
Total Community Center				\$ 124,600.00
Parks	100-301			
Personal Services		\$	332,600.00	
Operating Expenses		\$	358,250.00	
Capital Outlay		\$	57,000.00	
Total Parks				\$ 747,850.00
Swimming Pool	100-302			
Operating Expenses		\$	213,500.00	
Capital Outlay		\$	25,000.00	
Total Swimming Pool				\$ 238,500.00
Development	100-400			
Personal Services		\$	386,800.00	
Operating Expenses		\$	298,000.00	
Capital Outlay		\$	1,500.00	
Total Development				\$ 686,300.00
Urban Forester	100-410			
Personal Services		\$	355,200.00	
Operating Expenses		\$	52,000.00	
Capital Outlay		\$	115,000.00	
Total Urban Forester				\$ 522,200.00
Mayor	100-500			
Personal Services		\$	341,550.00	
Operating Expenses		\$	70,500.00	
Capital Outlay		\$	1,500.00	
Total Mayor				\$ 413,550.00
Council	100-501			
Personal Services		\$	122,300.00	
Operating Expenses		\$	42,000.00	

Capital Outlay		\$	1,500.00		
Total Council				\$	165,800.00
Mayor's Court	100-510				
Personal Services		\$	110,575.00		
Operating Expenses		\$	20,250.00		
Capital Outlay		\$	1,500.00		
Total Mayor's Court				\$	132,325.00
Finance	100-520				
Personal Services		\$	293,400.00		
Operating Expenses		\$	55,000.00		
Capital Outlay		\$	2,000.00		
Total Finance				\$	350,400.00
Human Resources	100-521				
Personal Services		\$	102,775.00		
Operating Expenses		\$	13,000.00		
Capital Outlay		\$	2,000.00		
Total Human Resources				\$	117,775.00
Public Service	100-530				
Personal Services		\$	117,250.00		
Operating Expenses		\$	19,350.00		
Capital Outlay		\$	20,000.00		
Total Public Service				\$	156,600.00
Public Service - Fleet	100-531				
Operating Expenses		\$	42,350.00		
Capital Outlay		\$	106,000.00		
Total Public Service - Fleet				\$	148,350.00
Lands and Buildings	100-540				
Personal Services		\$	246,650.00		
Operating Expenses		\$	119,500.00		
Utilities		\$	380,000.00		
Capital Outlay		\$	165,000.00		
Total Lands and Building				\$	911,150.00
Community Affairs	100-550				
Personal Services		\$	96,225.00		
Operating Expenses		\$	6,700.00		
Capital Outlay		\$	1,500.00		
Total Community Affairs				\$	104,425.00
Community Affairs - Events	100-551				
Operating Expenses		\$	39,500.00		
Capital Outlay		\$	1,000.00		
Total Community Affairs - Events				\$	40,500.00
Information Technology	100-560				
Personal Services		\$	208,250.00		
Operating Expenses		\$	48,800.00		
Capital Outlay		\$	1,500.00		
Total Information Technology				\$	258,550.00
Administration	100-570				
Operating Expenses		\$	1,743,500.00		
Transfers/Advances		\$	853,000.00		
Total Administration				\$	2,596,500.00
Construction Services	100-600				
Personal Services		\$	325,825.00		
Operating Expenses		\$	516,500.00		
Capital Outlay		\$	1,001,500.00		
Total Construction Services				\$	1,843,825.00
Streets - Maintenance	100-603				

Operating Expenses	\$	30,000.00	
Capital Outlay	\$	45,000.00	
Total Streets - Maintenance			\$ 75,000.00

GRAND TOTAL GENERAL FUND APPROPRIATION: \$ 11,432,300.00

SECTION 3. That there be appropriated from the following SPECIAL REVENUE FUNDS:

STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND

Office	200-601			
Personal Services		\$	280,200.00	
Operating Expenses		\$	6,600.00	
Capital Outlay		\$	5,000.00	
Total Office				\$ 291,800.00
Fleet	200-602			
Operating Expenses		\$	203,000.00	
Capital Outlay		\$	20,000.00	
Total Fleet				\$ 223,000.00
Streets - Maintenance	200-603			
Operating Expenses		\$	39,500.00	
Capital Outlay		\$	15,000.00	
Total Streets - Maintenance				\$ 54,500.00
Snow and Ice Removal	200-604			
Operating Expenses		\$	46,000.00	
Capital Outlay		\$	-	
Total Snow and Ice Removal				\$ 46,000.00
Total for Street Construction, Maintenance and Repair Fund				\$ 615,300.00

STATE HIGHWAY IMPROVEMENT FUND

Streets - Maintenance	201-603			
Operating Expenses		\$	37,000.00	
Capital Outlay		\$	59,000.00	
Total for State Highway Improvement Fund				\$ 96,000.00

MAYOR'S COURT TECHNOLOGICAL FUND A

Mayor's Court	202-510			
Operating Expenses		\$	1,700.00	
Capital Outlay		\$	-	
Total Mayor's Court Technological Fund A				\$ 1,700.00

MAYOR'S COURT TECHNOLOGICAL FUND B

Mayor's Court	203-510			
Operating Expenses		\$	3,200.00	
Capital Outlay		\$	2,500.00	
Total Mayor's Court Technological Fund B				\$ 5,700.00

PERMISSIVE TAX FUND

Streets - Maintenance	204-603			
Operating Expenses		\$	62,400.00	
Capital Outlay		\$	12,000.00	
Total Permissive Tax Fund				\$ 74,400.00

BED TAX GRANT FUND

Council	205-501			
Operating Expenses		\$	101,500.00	
Total Council				\$ 101,500.00

Administration	205-570			
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Operating Expenses		\$	110,000.00		
Total Administration				\$	110,000.00
Total Bed Tax Grant Fund				\$	211,500.00
BWC GRANT FUND					
Human Resources	207-521				
Operating Expenses		\$	-		
Total BWC Grant Fund				\$	-
DILEY RD PITIE FUND					
Administration	209-570				
Operating Expenses		\$	4,500.00		
Total Diley Rd PITIE Fund				\$	4,500.00
GENDER RD TIF FUND					
Administration	210-570				
Operating Expenses		\$	100,000.00		
Advances		\$	240,000.00		
Total Gender Rd TIF Fund				\$	340,000.00
CEMETERY FUND					
Public Health	211-200				
Operating Expenses		\$	-		
Total Cemetery Fund				\$	-
MCGILL PARK FUND					
Recreation	212-301				
Operating Expenses		\$	-		
Total McGill Park Fund				\$	-
GREENGATE DR TIF					
Administration	213-570				
Operating Expenses		\$	2,000.00		
Total Greengate Dr TIF Fund				\$	2,000.00
LOCAL FISCAL RECOVERY FUND					
Administration	214-570				
Operating Expenses		\$	83,400.00		
Capital Outlay		\$	741,832.44		
Total Local Fiscal Recovery Fund				\$	825,232.44
<u>GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATION</u>					<u>\$ 2,176,332.44</u>

SECTION 4. That there be appropriated from the following DEBT SERVICE FUNDS:

General Obligation Bond Fund	300-571				
Operating Expenses		\$	853,000.00		
Total General Obligation Bond Fund				\$	853,000.00
<u>GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS</u>					<u>\$ 853,000.00</u>

SECTION 5. That there be appropriated from the following CAPITAL PROJECT FUNDS:

CAPITAL IMPROVEMENTS FUND					
Capital Improvements	400-700				
Capital Outlay		\$	-		
Total Capital Improvements Fund				\$	-

ISSUE 2/CDBG GRANTS FUND

Construction Services	401-600		
Capital Outlay		\$	-
Total Capital Project Fund			\$ -

STATE GRANT CAPITAL PROJECTS

Construction Services	402-600		
Capital Outlay		\$	-
Total State Grant Capital Projects Fund			\$ -

GRAND TOTAL CAPITAL PROJECT FUND APPROPRIATIONS \$ -

SECTION 6. That there be appropriated from the following ENTERPRISE FUNDS:

WATER FUND

Administration	500-800		
Personal Services		\$	574,000.00
Operating Expenses		\$	336,000.00
Capital Outlay		\$	50,000.00
Total Administration			\$ 960,000.00
Plant	500-801		
Operating Expenses		\$	527,000.00
Capital Outlay		\$	30,000.00
Total Plant			\$ 557,000.00
Distribution	500-802		
Operating Expenses		\$	483,500.00
Capital Outlay		\$	125,000.00
Total Distribution			\$ 608,500.00
Total Water Fund			\$ 2,125,500.00

WATER CONNECTION FUND

Administration	501-800		
Operating Expenses		\$	55,300.00
Total Administration			\$ 55,300.00
Connections	501-803		
Operating Expenses		\$	200,000.00
Capital Outlay		\$	2,910,000.00
Total Connections			\$ 3,110,000.00
Total Water Connection Fund			\$ 3,165,300.00

SANITARY SEWER FUND

Administration	510-810		
Personal Services		\$	747,400.00
Operating Expenses		\$	528,000.00
Capital Outlay		\$	11,600.00
Total Administration			\$ 1,287,000.00
Plant	510-811		
Operating Expenses		\$	522,000.00
Capital Outlay		\$	120,000.00
Total Plant			\$ 642,000.00
Collection	510-812		
Operating Expenses		\$	222,000.00
Capital Outlay		\$	140,000.00

Total Collection \$ 362,000.00

Total Sanitary Sewer Fund \$ 2,291,000.00

SEWER CONNECTION FUND

Administration	511-810		
Operating Expenses		\$ -	
Total Administration			\$ -

Connections	511-813		
Operating Expenses		\$ 2,450,000.00	
Capital Outlay		\$ 450,000.00	
Total Connections			\$ 2,900,000.00

Total Sewer Connection Fund \$ 2,900,000.00

SEWER RATE STABILITY FUND

Administration	512-810		
Transfers/Advances		\$ 1,000,000.00	
Total Administration			\$ 1,000,000.00

Total Sewer Rate Stability Fund \$ 1,000,000.00

STORMWATER FUND

Administration	520-820		
Personal Services		\$ 148,150.00	
Operating Expenses		\$ 18,400.00	
Capital Outlay		\$ -	
Total Administration			\$ 166,550.00

Operation	520-821		
Operating Expenses		\$ 115,450.00	
Capital Outlay		\$ 225,000.00	
Total Operation			\$ 340,450.00

Total Stormwater Fund \$ 507,000.00

GRAND TOTAL ENTERPRISE FUNDS APPROPRIATIONS \$ 11,988,800.00

TOTAL ALL APPROPRIATIONS \$ 26,450,432.44

SECTION 7. And the Finance Director is hereby authorized to draw warrants of the City for payment from any of the forgoing appropriations upon receiving proper certification and vouchers therefore, approved by the board of officers authorized by law to approve the same, or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for the purposes other than those covered by other specific appropriations herein made.

SECTION 8. Council hereby approves the interfund transfers and advances identified in the aforementioned budget, and directs the Finance Director to effect such transfers and advances.

SECTION 9. This ordinance shall take effect at the earliest period allowed by law.

Passed _____
Date

President of Council Page 6

Attest _____
Clerk of Council

Mayor