



ARCHITECTS. ENGINEERS. PLANNERS.

August 28, 2017

Michael Blackford
Deputy Director
Department of Planning and Development
Gahanna, Ohio
200 S. Hamilton Rd.
Gahanna, Ohio 43230

Re: Comprehensive Land Use Plan

Dear Mr. Blackford,

OHM is pleased to submit a proposal to assist the City of Gahanna in creating a Comprehensive Land Use Plan. We appreciate the opportunity to work with you on this important project, and continue to transform the Gahanna 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.

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. Justin Robbins will serve as the Project Manager.
2. The Client, City of Gahanna, will be led by Michael Blackford 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 working group made up of city staff, leadership, and local stakeholders to guide the development of the plan.

SCOPE OF WORK:

See Exhibit A

FEE AND REIMBURSABLE EXPENSES:

The proposed scope of work as outlined in Exhibit A shall be completed for a lump sum fee of \$90,000 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



Gahanna 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,

A handwritten signature in black ink, appearing to read 'Aaron Domini', written over a horizontal line.

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 Client, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), registered in the State of Ohio, and the Client. 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 Client and said amendments must be in written form.

2. SCOPE OF WORK TO BE COMPLETED – OHM will perform the consulting services outlined in Exhibit A for a lump sum fee of \$90,000 including the telephone survey. If the survey is not requested by the client the lump sum fee will be \$75,000.

3. SERVICES TO BE PROVIDED BY CLIENT – The Client 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 Clients possession as may be required by OHM to perform the services under this Agreement.
 - c) Designate a person to act as Clients representative who shall have the authority to transmit instructions, receive information, and define Client 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 Client 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.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Client not more often than monthly for services performed during the preceding period. Client 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 Client and anyone claiming by, through or under the Client, 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 Client 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 Client 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 Client 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 Client agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Client 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 Client 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 Client 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 Client, 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 Client 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 Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Clients agreement with the General Contractor. The Client 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 Client 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
OHM Advisors
101 Mill Street
Gahanna, OH 43230

ACCEPTED

4. APPROACH, TIMELINE, COST (UPDATED 07.12.17)

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.

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 the City. This step will utilize data provided by the City and County. 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.

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 previous plans provided by the City.

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. If directed by the City we believe the committee should have representation from the recently formed area commissions. 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.

Phase 1 Deliverables:

- Kick-off meeting goals & objectives
- Final public participation strategy
- Final project schedule
- Project image and brand
- Project website
- Memorandum summarizing the plans and policies

Phase 1 Meetings:

- Client Team Kickoff Meeting
- Steering Committee Meeting 1

Phase 1 Timeline:

- Month 1 - 2

PHASE 2: UNDERSTANDING THE CONTEXT

Task 2.1 – Existing Condition Analysis

OHM will conduct a thorough analysis of the existing conditions in the City. 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 (developed, and undeveloped areas)
- Park, Open Space, and Recreation
- Development Character
- Community Services
- Mobility
- Housing



Future Land Use Map, Fairborn, OH

4. APPROACH, TIMELINE, COST (UPDATED 07.12.17)

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.

A major component of this Task will be the housing analysis conducted by Regionomics. This analysis will include a review of the past, current, and future housing conditions in the Gahanna, market area, and beyond including regional trends throughout Central Ohio. The outcome of this research will be a detailed report identifying current and future housing trends and opportunities, with specific recommendations on how the City/the Plan should grow a housing strategy that aligns with the market, community values, and trending demographic conditions.

Phase 2 Deliverables:

- Existing condition analysis and summary memorandum
- Housing report (Regionomics)
- Draft community survey
- Web materials

Phase 2 Meetings:

- Steering Committee Meeting 2

Phase 2 Timeline:

- Months 1-3



PHASE 3: COMMUNITY ENGAGEMENT

Task 3.1 – Area Commission Meetings

The consultant team will meet with the recently formed area commission. At these meetings, the consultant team will conduct an idea generation and mapping exercise with the stakeholders to initiate dialogue on the future of the City/area. The consultant team will record these answers which will be used in later tasks.

Task 3.2 – Public Meeting 1

During this task, OHM will facilitate a public meeting, offering the general public an opportunity to share their aspirations for the future of the City of Gahanna. The meeting will start with a presentation outlining the project and meeting objectives, and transition into small group work or an

open-house format.

Activities at the public meeting will include an idea generation exercise that will identify big ideas, priority actions, and issues and opportunities. For geographic representation, a large-scale mapping activity will be conducted that asks participants to identify areas to grow or redevelop. All information generated at the meeting will be entered into a database and sorted by the elements of the Plan.

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 meeting 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.

3.4 – Phone Survey (optional, see fee structure)

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 current attitudes, beliefs, and priorities of residents related to the economic conditions and future success 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 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 be statistically valid with a 95 percent confidence level +/- 5 percent margin of error and will show results for each area/area commission, as well as responses for age, how long you lived in the community, and other socioeconomic indicators.

Phase 3 Deliverables:

- Community outreach memorandum
- Telephonic survey report
- Web materials, online survey

Phase 3 Meetings:

- Meetings with each Area Commission
- Public Meeting 1 or joint meeting with Area Commissions

Phase 3 Timeline:

- Months 2-4



4. APPROACH, TIMELINE, COST (UPDATED 07.12.17)



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, and area/neighborhood in the community. 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 and districts/neighborhoods within the City.

Task 4.2 - Understanding Options for Growth - Where To Grow

OHM Advisors will produce a series of growth options. As continued development pressure mounts on the City, it will be important to understand the development patterns that are desirable for the community, and how those pressures can be directed to meet the vision and goals of the community. The growth options will be presented and discussed in SC4.

Task 4.3 - Getting It Done – Create the Plan Framework (Steering Committee Meeting 4)

During this meeting, OHM will work with the steering committee to present the growth scenarios (Where To Grow) and future development character (How To Grow). Each option will be presented with an evaluation matrix. The matrix will include evaluation factors such as character, community impacts, transportation, among other factors by which the committee will evaluate and select a preferred land use plan for each commission area, as well as the City as a whole.

Task 4.4 - How To Grow - Defining The Character

Once a preferred land use plan 'direction' is set, the OHM team will work to identify the character and pattern for future development. This will include architectural and site development characteristics with a specific focus on future development in and along Gahanna's primary corridors and future residential development areas.

Phase 4 Deliverables:

- Plan Framework (development principles), web materials

- Draft future land use options (development scenarios)
- How to grow - Land use character matrix/descriptions

Phase 4 Meetings:

- Steering Committee Meetings 3-4

Phase 4 Timeline:

- Months 5-7



PHASE 5: FINALIZING THE PLAN, SETTING UP IMPLEMENTATION

Task 5.1 – Prepare and Review the Draft Plan (Steering Committee Meeting 5)

OHM will prepare the initial draft of the Master Land Use 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. OHM will facilitate up to two workshops with the steering committee to review the draft. The recommendations from these workshops will be incorporated into the final draft that will be recommended for adoption by the steering committee.

The draft plan may include but is not limited to the following (the exact plan elements will be identified and created collaboratively with the steering committee include:

- Future Land Use Plan
- Park, Open Space, and Recreation
- Natural Preservation Areas
- Strategic Focus Area Strategies
- Downtown Strategies
- Priority Corridors Strategies
- Community Facilities Strategy
- Public Utilities
- Utility Infrastructure Recommendations
- Transportation Recommendations
- Economic Development / Fiscal Recommendations
- Community Character Recommendations

Task 5.2 – Public Meeting 2

OHM Advisors will facilitate a public meeting that offers the public an opportunity to review the draft policies of the updated Plan. The meeting will be a two-part structure. In the first part, a presentation will be given to provide background on the technical research and community outreach work conducted. An overview of the status of the project will be shared. The second part of the meeting will be organized in an open-house format to give participants an opportunity



4. APPROACH, TIMELINE, COST (UPDATED 08.15.17)

to review and comment on the plan framework and recommendations. The open-house format will give citizens an opportunity to ask questions of the City staff, the steering committee, and OHM.

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 goodwill 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:

- Bound copies (quantity determined in final project scope) and an electronic copy of the final Plan;
- All maps and technical data to be organized, digitally packaged (ArcView file format), and delivered to the City; and
- An electronic PDF of all project related files as requested by the client.

Phase 5 Deliverables:

- Final Plan
- Implementation and Accountability Plan (within the final Plan)

Phase 5 Meetings:

- Steering Committee Meetings 5
- Public Meeting 2 or joint meeting of Area Commissions

Phase 5 Timeline:

- Months 8-10

