

Real People. Real Possibilities.™

AGENDA

Special Council Meeting

8:00 AM July 5, 2022

Council Members:

Andy Teater

Omar Tarazi

Les Carrier

Tina Cottone

Peggy Hale

Pete Marsh

Cynthia Vermillion

President

Vice President

Michelle Crandall, City Manager

Diane (Dee) Werbrich, Clerk of Council

City Hall, Council Chambers • 3800 Municipal Way, Hilliard, OH 43026



Real People. Real Possibilities.™

City Council

July 5, 2022
Special Meeting Agenda
Page 2

I. Roll Call

II. Business

22-24

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACK CONIE & SONS CORP. (A/K/A CONIE CONSTRUCTION COMPANY) TO REPAIR A SECTION OF A WATERLINE; WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING; APPROPRIATING THE NECESSARY FUNDS; AUTHORIZING AN EXPENDITURE; AND DECLARING AN EMERGENCY.

Adjournment

Council Memo: Legislation (22-24)

Subject: Davidson Rd Waterline Repairs
From: Michelle Crandall, City Manager
Initiated by: Dan Ralley, Assistant City Manager
Date: July 5, 2022

Executive Summary

This legislation would authorize a contract with Jack Conie and Sons Corp. (a/k/a Conie Construction) to repair a section of waterline on Davidson Rd near the CSX railroad tracks. Due to the emergency nature of this repair, this legislation includes a waiver of competitive bidding, an appropriation of funds, and the declaration of an emergency.

Background

On June 16th at approximately 6:30pm a contractor installing fiberoptic conduit along Davidson Rd. struck a 12-inch waterline near the CSX railroad tracks. Water from the leak undermined the base of the railroad signal gate, which was subsequently removed, requiring a full closure of Davidson Rd. since the 16th. The City of Columbus installed an additional valve on June 17th that allowed water service to be fully restored to all customers, but the damage to the waterline near the railroad tracks remains to be fixed.

Normally, waterline repairs are the responsibility of the City of Columbus which, under an agreement with the City of Hilliard (attached) is generally responsible for maintenance. The ultimate cost of these repairs is passed on to the City of Hilliard under the terms of the agreement. However, on June 28th the City of Columbus notified the City of Hilliard that they would be exercising language in Section 3 of the agreement which exempts Columbus from responsibility for repairs in situations where damage to the system is caused by construction.

Paragraph 2 of Section 3 states: "The Provisions of this Section shall not apply to any damage the water main distribution system caused by any type of construction or work in the vicinity of water mains."

Two informal bids were collected by the City of Columbus for the repair to the waterline.

Conie Construction Co.	\$56,875.00
Travco Construction	\$130,369.34

Staff is proposing that Conie Construction's bid be used to execute a contract for waterline repairs. Due to the complexity of the site and the depth of the water main, the exact nature of repairs will be unknown until shoring can be brought onsite and the fiberoptic conduit removed from the top of the waterline. It is possible that conditions will require additional repairs, particularly if damage to the waterline is more extensive or if the casing under the railroad tracks has been damaged.

For this reason, staff is requesting that Conie Construction's bid for the repair work be approved with a 100% contingency in order to quickly implement any additional repairs that may be necessary. Funds for this work would be appropriated under this legislation from Water Utility funds. We anticipate that work will commence the week of July 4th, with subsequent repairs being required to the railroad signal gate that can only commence after the waterline repair work has been completed.

Attachments

- Columbus Water Service Agreement

CONTRACT
BETWEEN THE CITY OF COLUMBUS
AND
THE CITY OF HILLIARD

This Contract made pursuant to Ordinance 90-10, passed and approved by the City of Hilliard, Ohio, authorizing and directing its Director of Public Services to enter into this Agreement and pursuant to Ordinance 1023-89, passed and approved by the City of Columbus, Ohio, authorizing and directing its Director of Public Utilities and Aviation to enter into this Agreement, is hereby made and entered into by and between the said City of Columbus, Ohio, a municipal corporation, and the City of Hilliard, Ohio, a municipal corporation this 9th day of FEBRUARY, 1990.

WITNESSETH:

Section 1. The City of Columbus shall, for the consideration hereinafter stated, furnish to the City of Hilliard or its successors through annexation or appropriation and the inhabitants thereof, surplus water from the municipal water system of the said City of Columbus for the term of years hereinafter described.

The term of this agreement will commence on FEBRUARY 9th, 1990 and shall remain in full force and effect until midnight of FEBRUARY 9th, 2000. Unless written notice is given by either party to the other at least three years prior to FEBRUARY 9th, 2000, the agreement shall remain in effect for an additional three year period. In the same manner, this agreement with any amendments thereof shall remain in effect from three-year term to three-year term thereafter, subject to termination at the expiration of any such term upon written notice given by either party to the other at the expiration of the previous three-year term. Written notice of the intent to terminate this agreement must be given to the Director of Public Utilities and Aviation for the City of Columbus or the Service Director of the City of Hilliard.

Section 2. Such water supply aforementioned shall be furnished from the water distribution system of the City of Columbus to said City of Hilliard and the inhabitants thereof through the water distribution system of the City of Hilliard as the same is developed and extended during the life of this Contract.

The City of Hilliard shall have the further right to connect its water lines to any water mains subsequently installed by the City of Columbus within or adjacent to the corporation lines of the City of Hilliard; provided, that the Director of Public Utilities and Aviation to the City of Columbus may refuse such rights when in his professional opinion such mains are of insufficient capacity to serve the proposed water service area.

The City of Columbus may make such connections between said system as is necessary to maintain pressure which will provide an adequate supply of water for consumptive demands and for fire protection. Nothing contained herein, however, shall be construed so as to hold the City of Columbus liable for lack of adequate water supply and pressure within the corporation limits of the City of Hilliard, Ohio, nor due to any inadequacy of the water supply of the distribution system of the City of Columbus.

The City of Columbus reserves to itself the right to make any actual connection to its water lines and/or chlorinate all water lines connected directly or indirectly to its water line and, in such event, the City of Hilliard shall pay the actual cost of labor and materials plus twenty-five percent with respect to lines designated solely to service the City of Hilliard and its inhabitants.

12/27/89

Attachment: Water Contract (22-24 : Davidson Rd Waterline Repairs)

The City of Columbus reserves to itself the right to add or delete any chemicals to the water which in the opinion of the electorate, executive, legislative or administrative bodies of the City of Columbus is deemed necessary and shall be in the exclusive control of the City of Columbus and to each of these bodies within their specific authority. The City of Columbus is not subject to any requirements of the City of Hilliard, whether through said City of Hilliard's; electorate, executive, legislative or administrative bodies, to add or delete chemicals to the water supply.

The City of Columbus may construct and maintain such elevated storage facilities as it deems necessary within the City of Hilliard water service area to serve the total distribution system with approval of the Service Director of the City of Hilliard of the site selected by the City of Columbus. In the event the City of Hilliard constructs and maintains its own elevated storage facilities, special control devices may be installed by the City of Hilliard with the approval of the Director of Public Utilities and Aviation of the City of Columbus to prevent loss of emergency reserves and fire storage for areas inside the Hilliard corporate limits.

Section 3. During the term of this Contract, the City of Columbus shall at its own expense maintain the water main distribution system of the City of Hilliard, maintain any extensions thereto, and make repairs which from time to time are required as a result of the normal use of said system. The fire hydrants, storage tanks and vault structures for pressure reducing valves shall not be considered a part of the water main distribution system. Such maintenance shall not be used as an alternative to pipeline replacement or rehabilitation where repair histories indicate that pipeline replacement or rehabilitation should be undertaken. Repairs at the expense of the City of Columbus shall therefore be limited to a number of repairs equivalent to one-hundred and fifty percent (150%) of the average repair rate for the entire Distribution System maintained by the City of Columbus. This number, the Equivalent Maintenance Ratio (EMR), shall be defined for any given year as 150% of the total length of water mains in the City of Hilliard's distribution system, divided by the total length of water mains maintained by the City of Columbus, and multiplied by the total number of water main repairs completed during the previous year on the total length of water mains maintained by the City of Columbus. This calculation rounded to the nearest whole number shall be the EMR for any given year. All repairs made by the City of Columbus on the City of Hilliard's distribution system in excess of the EMR shall be paid for by the City of Hilliard at actual cost of labor and material plus twenty-five percent.

The provisions of this Section shall not apply to any damage to the water main distribution system caused by any type of construction or work in the vicinity of water mains. Neither shall the City of Columbus be responsible for installing or maintaining any type of coating to the interior of any water line. Neither shall the provisions of this Section apply to replacements or relocations which may be required from time to time, except as required to make repairs. Such replacements or relocations shall be made by the City of Hilliard under the supervision of the Division of Water of the City of Columbus.

Section 4. The water supply aforementioned shall be restricted for usage within the corporate limits of the City of Hilliard, provided that such properties lie within the boundaries of Service Area "A" as such limits exist on the date of execution of this Contract, and within any properties annexed to the City of Hilliard during the period of this Contract provided that such properties lie within the boundaries of Service Area "A" as described in Exhibit I, and shown on the attached map designated as Exhibit II, both Exhibits being hereby made by reference a part of this Contract.

Reference to annexations as used in this Contract does not include annexation by merger pursuant to the Ohio Revised Code, Section 709.43 through 709.46, inclusive, and as subsequently amended.

The City of Columbus reserves to itself the right to add or delete any chemicals to the water which in the opinion of the electorate, executive, legislative or administrative bodies of the City of Columbus is deemed necessary and shall be in the exclusive control of the City of Columbus and to each of these bodies within their specific authority. The City of Columbus is not subject to any requirements of the City of Hilliard, whether through said City of Hilliard's; electorate, executive, legislative or administrative bodies, to add or delete chemicals to the water supply.

The City of Columbus may construct and maintain such elevated storage facilities as it deems necessary within the City of Hilliard water service area to serve the total distribution system with approval of the Service Director of the City of Hilliard of the site selected by the City of Columbus. In the event the City of Hilliard constructs and maintains its own elevated storage facilities, special control devices may be installed by the City of Hilliard with the approval of the Director of Public Utilities and Aviation of the City of Columbus to prevent loss of emergency reserves and fire storage for areas inside the Hilliard corporate limits.

Section 3. During the term of this Contract, the City of Columbus shall at its own expense maintain the water main distribution system of the City of Hilliard, maintain any extensions thereto, and make repairs which from time to time are required as a result of the normal use of said system. The fire hydrants, storage tanks and vault structures for pressure reducing valves shall not be considered a part of the water main distribution system. Such maintenance shall not be used as an alternative to pipeline replacement or rehabilitation where repair histories indicate that pipeline replacement or rehabilitation should be undertaken. Repairs at the expense of the City of Columbus shall therefore be limited to a number of repairs equivalent to one-hundred and fifty percent (150%) of the average repair rate for the entire Distribution System maintained by the City of Columbus. This number, the Equivalent Maintenance Ratio (EMR), shall be defined for any given year as 150% of the total length of water mains in the City of Hilliard's distribution system, divided by the total length of water mains maintained by the City of Columbus, and multiplied by the total number of water main repairs completed during the previous year on the total length of water mains maintained by the City of Columbus. This calculation rounded to the nearest whole number shall be the EMR for any given year. All repairs made by the City of Columbus on the City of Hilliard's distribution system in excess of the EMR shall be paid for by the City of Hilliard at actual cost of labor and material plus twenty-five percent.

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Section 4. The water supply aforementioned shall be restricted for usage within the corporate limits of the City of Hilliard, provided that such properties lie within the boundaries of Service Area "A" as such limits exist on the date of execution of this Contract, and within any properties annexed to the City of Hilliard during the period of this Contract provided that such properties lie within the boundaries of Service Area "A" as described in Exhibit I, and shown on the attached map designated as Exhibit II, both Exhibits being hereby made by reference a part of this Contract.

Reference to annexations as used in this Contract does not include annexation by merger pursuant to the Ohio Revised Code, Section 709.43 through 709.46, inclusive, and as subsequently amended.

Service shall not be extended to any portion of Service Area "A" which is located north of a line fifty (50) feet south of the Norwich Township/Washington Township line existing at the time of the execution of this agreement, extending from the Scioto River on the east to the western limit of Service Area "A", without the prior written approval of the City of Columbus Director of Public Utilities and Aviation.

The City of Hilliard agrees that should any properties within Service Area "A" annex to the City of Columbus, the City of Columbus shall have the right to provide water service to such properties the same as it would any other areas within its corporate limits irrespective of this agreement.

Section 5. Any extensions to the distribution system of the City of Hilliard are to be made by the City of Hilliard at its own expense. All such extensions shall be made in accordance with plans and specifications approved by the Director of Public Utilities and Aviation of the City of Columbus, and materials used shall be as per current specifications for water mains, valves and appurtenances approved for use at the time by the Division of Water of the City of Columbus, Ohio. Such approval or rejection shall be made by the Director of Public Utilities and Aviation of the City of Columbus within thirty (30) days after detailed plans and specifications have been submitted by the City of Hilliard, otherwise the City of Hilliard may proceed with construction subject to any and all inspection and approval required by the City of Columbus.

Section 6. During such time as this Agreement is in full force and effect no charge by either party shall be made in respect of the public fire hydrants attached or to be attached to the water distribution system of the City of Hilliard.

The City of Hilliard shall be permitted to install fire hydrants on its water distributions system, after approval of the plans therefore by the Director of Public Utilities and Aviation of the City of Columbus and to use water from the hydrants for fire protection and fire hydrant maintenance. The use of water from hydrants for any other use than fire protection or fire hydrant maintenance, before being used, shall be approved by the Director of Public Utilities and Aviation of the City of Columbus and the Service Director of the City of Hilliard and shall be subject to applicable rates, fees and charges. The City of Hilliard shall pay the applicable rates, fees and charges for all water it uses from public hydrants other than for fire protection at the rates, fees and charges as set forth in the Columbus City Codes, 1959, as amended or as may be amended or re-enacted in the future, unless otherwise approved by the Director of Public Utilities and Aviation of the City of Columbus.

Section 7. The City of Hilliard shall install or authorize the City of Columbus to install or have installed under the supervision of the City of Columbus all taps to the water main distribution system of the City of Hilliard. If the tap is installed by the City of Columbus, the charges shall be the then current applicable charge set forth in Section 1105.08, Columbus City Codes, 1959, as amended, or as may be amended or re-enacted in the future. Meter fees and repair charges shall be the applicable City of Columbus fees or charges. All meters shall be procured through the Division of Water of the City of Columbus. Said meters are to be provided by the City of Columbus following payment by the consumer of all applicable meter charges and system capacity charges. Consumers within the City of Hilliard are subject to and must comply with all applicable ordinances, provisions of the Columbus City Codes and the Rules and Regulations of its Director of Public Utilities and Aviation as such ordinances, provisions of the Columbus City Codes, 1959, and the Rules and Regulations of the Director of Public Utilities and Aviation may be amended, re-enacted and established or re-established in the future.

The City of Columbus shall at its own expense read meters and render bills to consumers. The City of Columbus agrees that upon presentation by the City of Hilliard of a certified copy of any ordinances or legislative measures duly passed, establishing a surcharge on such rates or charges for water or sewerage service, such surcharge will be included as a separate item under the billing authorized herein and such surcharge shall be refunded to the City of Hilliard, Ohio, every three months together with a verified report of the amount so collected.

Section 8. The City of Columbus shall charge, and the consumers within the City of Hilliard shall pay for water supplied and other services at the applicable rates, fees and charges in effect for consumers outside the corporate limits of the City of Columbus as established by the Columbus City Codes, 1959, and ordinances of the Council of the City of Columbus as the same are presently in force or as may be amended, enacted or re-enacted in the future for such water supplied or services rendered. In no event shall the water rates to be charged within the City of Hilliard, exclusive of any surcharge levied by the City of Hilliard, exceed the prevailing rate or rates of charges for water consumers outside the corporate limits of the City of Columbus as the same are provided by ordinances of the City of Columbus and in no event shall the water rates to be charged within the City of Hilliard, during the term of this Contract, exceed by more than thirty (30) percent, the rates charged consumers within the corporate limits of the City of Columbus exclusive of any surcharge levied by the City of Hilliard.

Section 9. The City of Hilliard agrees to comply with all terms and conditions of this Contract, with all applicable rules and regulations of the Director of Public Utilities and Aviation of the City of Columbus and all applicable ordinances of the City of Columbus or as the same may be amended, enacted, re-enacted, established or re-established in the future. The City of Columbus reserves the right to discontinue service to any consumer for a breach of the terms of this Contract, for nonpayment of bills or violation of applicable ordinances for the City of Columbus and Rules and Regulations of the Director of Public Utilities and Aviation of the City of Columbus, or as the same may be amended, enacted, re-enacted, established or re-established in the future. Any of the above shall be sufficient reason for the City of Columbus to discontinue water service to any consumer of the City of Hilliard, Ohio, without resorting to any legal proceedings in law or equity.

Section 10. The water supply aforesaid shall be for the domestic and commercial usage for the City of Hilliard and its inhabitants. The Director of Public Utilities and Aviation of the City of Columbus reserves the right of approval for any water service connection where usage will exceed an instantaneous demand of two hundred gallons per minute (200 gpm). Larger consumption may be permitted if, in the opinion of the Director of Public Utilities and Aviation of the City of Columbus, such usage will not impair the planned development of the Columbus Service Area.

Section 11. The City of Columbus shall have the right to connect its water lines to any water lines owned or installed by the City of Hilliard for the purpose of supplying water to other consumers; provided, however, that the City of Hilliard may refuse such rights when such water line is of insufficient capacity to serve the proposed service area. Such connections shall be made by the City of Columbus at its cost and expense.

Section 12. During the term of this Contract, the City of Hilliard grants to the City of Columbus the right to enter into the corporate limits of the City of Hilliard and its streets, highways and alleys or other public easements for the purpose of the Contract and for the further purpose of laying any large feeder mains which may be deemed necessary by the Director of Public Utilities and Aviation of

the City of Columbus on the basis of sound engineering principles to build up an adequate feeder main distribution system in the entire area to be serviced by the City of Columbus, included but not being limited to corporate areas of the City of Hilliard. The plans and specifications for laying and extension of such large feeder mains shall be submitted to the City of Hilliard for approval from an engineering standpoint. Such approval from an engineering standpoint or rejection fully supported by the engineering reasons, therefore, shall be made by the City of Hilliard within thirty (30) days after submission of said plans and specifications. Failure of the City of Hilliard to submit in writing, rejections of any parts of the plans and specifications or in their entirety shall constitute approval of the City of Hilliard and acquiescence in such plans and specifications and the City of Columbus is hereby given the right to proceed with the construction. The City of Columbus pledges itself to make such large feeder main installations at its own expense and to restore all streets, highways or alleys to the extent practical to the same condition in which they found prior to such installation. The rights to preserve, maintain, operate and repair any facility so constructed shall continue after the expiration of this Contract and the ownership shall remain in the City of Columbus.

The City of Hilliard will submit a copy of changes or additions to the water distribution system and a set of plans as built for all water facilities installed, to the Division of Water of the City of Columbus for record purposes.

The City of Columbus shall furnish the City of Hilliard copies of water distribution drawings as built, and any subsequent changes thereto, and of all water facilities within or adjacent to the Hilliard corporate limits.

Section 13. The City of Hilliard will take no action to initiate a merger with any adjacent Township pursuant to Section 709.43 through 709.46 of the Ohio Revised Code or any revision of or amendment to said sections. All efforts by the City of Hilliard to increase its geographic boundaries shall be through the annexation procedure. The City of Hilliard agrees that it will not initiate or support any actions to annex to the City of Hilliard properties located outside of the boundaries of Service Area "A".

The parties recognize that a merger pursuant to Sections 709.43 through 709.46 of the Ohio Revised Code may occur without the initiation of the City of Hilliard. Such filing may require the City of Hilliard to participate in the activity so as to protect its citizens, to fulfill its duty as elected/appointed officials and to insure that proper information is provided.

The parties agree that the term annexation shall not include annexation by merger as set forth in O.R.C. 709.43-709.46.

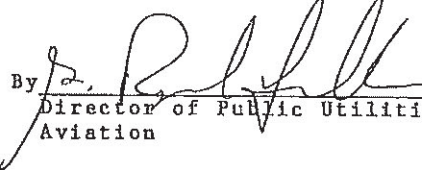
Section 14. Failure on the part of either party to this agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in part, shall vest in the other party to the agreement the right to terminate same, effective ninety (90) days after written notice of such failure and the intent to terminate is filed by such party with the offending party, provided that the offending party shall have the right to correct the said failure to faithfully discharge its obligations and responsibilities and upon demonstration thereof, such notice of cancellation shall be effective and this agreement shall remain in full force and effect without prejudice to the right of the City of Columbus to collect amounts due and owing to the City arising under the terms of this Contract prior to termination.

Section 15. It is further agreed that the City of Columbus shall have the right to temporarily shut off the water supply of the City of Hilliard or any part thereof whenever alternations, additions, or maintenance operations make it necessary. The City of Columbus, Division of Water, shall give the City of Hilliard reasonable notice and probable duration of such shut offs, except in case of a serious break or accident, wherein water service will be discontinued immediately and notice will follow as soon as possible. Under no circumstances will the City of Columbus be held liable or responsible for any damage that may result in the City of Hilliard or its inhabitants thereof due to any necessary discontinuance of water service.

Section 16. If the City of Columbus enters into any new Water Service Agreement or modifies, amends, extends or otherwise changes the terms of any Water Service Agreement with any political jurisdiction and the new, modified, amended, extended or otherwise changed agreement does not contain the same provisions regarding merger/annexation as set forth in Section 13 of the Water Service Contract with the City of Hilliard then Section 13 is null and void.

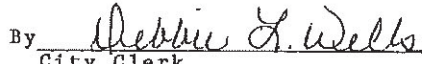
IN WITNESS THEREOF, the City of Columbus by its Director of Public Utilities and Aviation, and the City of Hilliard, by its Service Director have hereunto set their signatures on the day and year first above written.

THE CITY OF COLUMBUS, OHIO

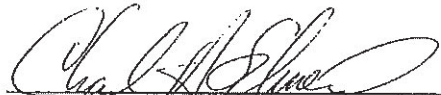
By 
Director of Public Utilities and
Aviation

THE CITY OF HILLIARD

By 
Service Director of Hilliard, Ohio

By 
City Clerk

APPROVED AS TO FORM:


City Attorney
City of Columbus
Hilliard


APPROVED AS TO FORM

City Solicitor Attorney
City of Hilliard, Ohio
Columbus 3/19/90

EXHIBIT I
SERVICE AREA "A"
(SEE SERVICE AREA MAP - EXHIBIT II)

BEGINNING: The point of intersection of the south right-of-way of Hayden Run Road and the west right-of-way of Elliott Road.

Thence south, following the west right-of-way of Elliott Road to the south right-of-way of Scioto and Darby Creek Road.

Thence east, following the south right-of-way of Scioto and Darby Creek Road to the west right-of-way of Alton and Darby Creek Road.

Thence south, following the west right-of-way of Alton and Darby Creek Road to the south right-of-way of Roberts Road.

Thence east, following the south right-of-way of Roberts Road to the east right-of-way of I-270.

Thence north, following the east right-of-way of I-270 to the north right-of-way of the second set of Conrail tracks.

Thence southeast, following the north right-of-way of the Conrail tracks to the Columbus/Hilliard Corporation line (1989).

Thence east, following the Columbus/Hilliard Corporation line (1989) to the point of the acute angle of same.

Thence north, following the Columbus/Hilliard Corporation line (1989), which follows Woods Mill Drive, Mill Run Drive and Ridge Mill Drive to a point approximately 800 feet south of the Hilliard Cemetery Road right-of-way.

Thence east, following the line approximately 800 feet south of the Hilliard Cemetery Road south right-of-way to the Julian Griggs Reservoir west property line.

Thence north, following the Julian Griggs Reservoir west property line to the south right-of-way of Hayden Run Road.

Thence west, following the south right-of-way of Hayden Run Road to the Columbus Corporation line (1987), approximately 1,000 feet west of Dublin Road.

Thence south, following the Columbus Corporation line (1987) to the west right-of-way of Dublin Road, approximately 150 feet south of Shire Creek Road.

Thence south, following the west right-of-way of Dublin Road and Columbus Corporation line (1987) to a point approximately 1,300 feet north of Davidson Road, where the Columbus Corporation line (1987) turns westwardly.

Thence west and south, following the Columbus Corporation line (1987) to the north right-of-way of Davidson Road.

Thence west, following the north right-of-way of Davidson Road and the Columbus Corporation line (1987) to a point approximately 1950 feet west of the east right-of-way of I-270, where the Columbus Corporation line (1987) turns northwardly.

Thence north, east and north, following the Columbus Corporation line (1987) to the northeast corner of a 57.823 acre tract (Parcel No. 264).

Thence west, following the north side of the 57.823 acre tract (Parcel No. 264) extended to the west right-of-way of I-270.

Thence north, following the west right-of-way of I-270 to a point approximately 1,229 feet north of Hayden Run Road, where the Hilliard Corporation line (1989) turns westwardly.

Thence west, south, west, north, west, south, west, north, west, north, west, south, east, south, east, south following the Hilliard Corporation line (1989) to the south right-of-way of Hayden Run Road.

Thence west, following the south right-of-way of Hayden Run Road to the west right-of-way of Avery Road.

Thence north, following the west right-of-way of Avery Road to a point approximately 200 feet north of Hayden Run Road.

Thence southwestward following the Hilliard Corporation line (1989) to the south right-of-way of Hayden Run Road.

Thence west, following the south right-of-way of Hayden Run Road to the Beginning.



Ordinance: 22-24

Passed:

Page 1 of

Effective:

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACK CONIE & SONS CORP. (A/K/A CONIE CONSTRUCTION COMPANY) TO REPAIR A SECTION OF A WATERLINE; WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING; APPROPRIATING THE NECESSARY FUNDS; AUTHORIZING AN EXPENDITURE; AND DECLARING AN EMERGENCY.

WHEREAS, on July 16, 2022, a contractor working in the City's right-of-way struck a 12-inch waterline near the CSX railroad tracks; and

WHEREAS, as a result, Davidson Road had to be closed and the water from the leak undermined the base of the railroad signal gate; and

WHEREAS, due to a water contract between the Hilliard and the City of Columbus, generally Columbus makes all repairs to waterlines (the "Water Contract"); and

WHEREAS, because the waterline was struck by a company performing construction, the City of Columbus is exercising language in the Water Contract that exempts the City of Columbus from making repairs in situation where damage to the system is caused by construction;

WHEREAS, due to the City of Columbus' exercise of this language and the desire of Hilliard to complete the repairs as soon as possible in order to open Davidson Road, it desires to enter into a contract in order to have the waterline repaired (the "Work"); and

WHEREAS, it is the City's best interest to move forward in order to complete the Work in a timely manner, rather than go through the public bidding process; and

WHEREAS, Hilliard City Charter Section 6.13 permits City Council, with not less than 5 votes, to waive the competitive bidding requirement if Council determines that a waiver of the competitive bidding requirements is in the best interest of the City; and

WHEREAS, the City desires that this Council waive second hearing/public hearing and that this Ordinance be passed as an emergency measure for the health, safety and welfare of the City and its residents in order complete the Work in order to ensure that additional work needed on the railroad line can be completed and Davidson Road can be re-opened.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hilliard, Ohio that:

SECTION 1. Pursuant to Hilliard City Charter Section 6.13, City Council hereby waives the competitive bid process for the Work because it is in the best interest of the City due to the need to complete the repair as necessary and in a timely manner.

SECTION 2. An appropriation in the amount of \$150,000 is authorized from Fund 304, Object 53/55.

SECTION 3. An expenditure is authorized in an amount not to exceed \$150,000 from Fund 305, Object 53/55 which amount includes a contingency for any necessary change orders.

SECTION 4. The City Manager is authorized to enter into an agreement with Jack Conie & Sons Corp. (a/k/a Conie Construction Company) to complete the Work. The City Manager is authorized to make changes to the Agreement that are not inconsistent with this Ordinance and not adverse to the City.

SECTION 6. The Finance Director is authorized to make any accounting changes to revise the funding source for any contract or contract modification associated with the expenditure of the funds.

SECTION 7. City council hereby waives second reading of this Ordinance and declares that it be passed as an emergency measure necessary for the preservation of the general health, safety, and welfare of the City of Hilliard and its citizens. Emergency passage is necessary to ensure that the Work will be completed in a timely manner and ensure that additional work can be completed so that Davidson Road can be re-opened. This Ordinance shall be in full force and effect immediately upon passage.

ATTEST:

SIGNED:

Diane C. Werbrich, MMC
Clerk of Council

President of Council

APPROVED AS TO FORM:

Philip K. Hartmann
Director of Law

✓ Vote Record - Ordinance 22-24						
<input type="checkbox"/> Adopted			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Passed	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Referred	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						