



**FINANCE COMMITTEE  
MONDAY SEPTEMBER 21, 2015**

**COMMITTEE MEETING:**

**PLACE: COUNCIL CHAMBERS  
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

President: DOUG JOSEPH

Ward Members: Ward I - Scott A. Barrett  
Ward II - Leslie Kelly  
Ward III - Cornelius McGrady III  
Ward IV - Mel Clemens

At Large Members: Barth R. Cotner  
Chris Long  
Dan Skinner, Esq.

**COMMITTEES:**

Community Development: Chmn Kelly, McGrady, Clemens, Cotner, Long, Barrett, Skinner  
Safety: Chmn Long, Skinner, Clemens, Kelly, Cotner, Barrett, McGrady  
Service: Chmn Clemens, Barrett, Kelly, Cotner, Long, McGrady, Skinner  
Finance: Chmn Cotner, Long, Clemens, Kelly, Barrett, McGrady, Skinner

\* \* \* \* \*

Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a "Speaker Form" and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

*April Beggerow  
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
  - a. Finance Committee – Committee Meeting – September 8, 2015
4. Discussion
  - a. Appointment to Planning Commission
  - b. Appointment to Design Review Board
  - c. Request to Purchase Court Liaison Vehicle Using Federal Forfeiture Funds
  - d. Ordinance Authorizing Mayor to Enter into an Agreement with Bermex Inc., for Meter Reading Services and Declaring an Emergency.
  - e. Ordinance Authorizing Mayor to Enter into an Agreement with City of Columbus, for Water Sampling Services and Declaring an Emergency.
  - f. Agreement with CT Consultants for 2016 & 2017
  - g. Request for Council to Approve the Removal of Item FA 1811 Speed Trailer from the Fixed Asset List
  - h. Accept the Rates Licking County
  - i. Ordinance Repealing and Replacing 74-15 Due to Error.
  - j. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO ACCOUNT 110.111.5362 (Equipment Maintenance) FOR DONATED MONIES RECEIVED.
  - k. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC., (“EMH&T”) FOR PROFESSIONAL CONSULTING AND STRUCTURAL ENGINEERING SERVICES.

# **CITY OF REYNOLDSBURG**

## **FINANCE COMMITTEE TUESDAY SEPTEMBER 8, 2015**

### **COMMITTEE MEETING:**

**PLACE: COUNCIL CHAMBERS  
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

#### 1. Call to Order

PRESENT: McGrady III, Clemens, Cotner, Long, Skinner, Joseph  
ABSENT: Barrett, Kelly

#### 2. Approval of the Agenda

Mr. Cotner: 2 Changes to the agenda.

Hold item 4a. In regards to the appointment to the Planning Commission.

Addition of item 4h. Ordinance request from the Auditor to approve payment of services performed prior to the Auditor's certification of availability of funds and declaring an emergency.

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Barth R. Cotner, At Large                   |
| <b>SECONDER:</b> | Cornelius McGrady III, Ward III             |
| <b>AYES:</b>     | McGrady III, Clemens, Cotner, Long, Skinner |
| <b>ABSENT:</b>   | Barrett, Kelly                              |

#### 3. Approval of Minutes

a. Finance Committee – Committee Meeting – July 20, 2015

Minutes stand approved.

#### 4. Discussion

a. Appointment to Planning Commission

Item Held.

|                |             |                                |
|----------------|-------------|--------------------------------|
| <b>RESULT:</b> | <b>HELD</b> | <b>Next: 9/21/2015 7:30 PM</b> |
|----------------|-------------|--------------------------------|

b. Appointment to Design Review Board

Mr. Cotner: Folks should have in their packets, persons interested in serving in this position. Mr. Havener, do you have any comments on this at all or.. no? Just if anyone has questions. We've been trying obviously to seek someone so we have what would appear to be an

Minutes Acceptance: Minutes of Sep 8, 2015 7:30 PM (Approval of Minutes)

acceptable candidate for this and Mr. Havener seems to approve, any questions about this person or not?

Mr. Long: I do believe I have another individual that is submitting a name for Design Review Board.

Mr. Cotner: Ok, so we want to hold this for two more weeks?

Mr. Long: I would like to, if nobody has an objection to it?

Mr. Cotner: Ok, we'll go ahead and hold this for two more weeks then to see if Mr. Long's individual would like to serve and interested to serve and we'll talk about it again in two weeks.

|                |             |                                |
|----------------|-------------|--------------------------------|
| <b>RESULT:</b> | <b>HELD</b> | <b>Next: 9/21/2015 7:30 PM</b> |
|----------------|-------------|--------------------------------|

c. Appropriation of Funds for Lieutenant Assessment

Ms. Reidel: Yes, you approved the additional Lieutenant position so according to the OPBA contract, we are to contract with a professional assessment company which is going to be the OACP, Ohio Association of Chiefs of Police and we just need the additional funds put into our budget to pay them.

|                  |                                             |                                |
|------------------|---------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>REFERRED TO COUNCIL [UNANIMOUS]</b>      | <b>Next: 9/14/2015 7:30 PM</b> |
| <b>MOVER:</b>    | Barth R. Cotner, At Large                   |                                |
| <b>SECONDER:</b> | Chris Long, At Large                        |                                |
| <b>AYES:</b>     | McGrady III, Clemens, Cotner, Long, Skinner |                                |
| <b>ABSENT:</b>   | Barrett, Kelly                              |                                |

d. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO ACCOUNT 110.111.5362 (Equipment Maintenance) FOR DONATED MONIES RECEIVED.

Chief O'Neill: Thank you Chairman Cotner. This is just a small amount of money that was donated to the motor unit and deposited into the General Fund. The donations came as part of National Night Out and I believe \$25 was donated at the Tomato Festival. We pretty much went through all of our little giveaway items at those two events, I don't know how many people stopped by and got their pictures taken with our motorcycle officers but we went through several hundred lanyards, glow sticks, refrigerator magnets about texting and driving and that sort and we kind of depleted our supply and this would go to sort of replenish that stock and get us in line for our next two events which would be the Halloween Party and Halloween night and Christmas on the town so its not a big rush to get this done but \$100 would help us out.

|                  |                                             |                                |
|------------------|---------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>REFERRED TO COUNCIL [UNANIMOUS]</b>      | <b>Next: 9/14/2015 7:30 PM</b> |
| <b>MOVER:</b>    | Barth R. Cotner, At Large                   |                                |
| <b>SECONDER:</b> | Chris Long, At Large                        |                                |
| <b>AYES:</b>     | McGrady III, Clemens, Cotner, Long, Skinner |                                |
| <b>ABSENT:</b>   | Barrett, Kelly                              |                                |

e. Ordinance Awarding Deposits of Public Funds and Declaring an Emergency

Mr. Harris: Thank you Chairman Cotner, this is something we have to pass every 5 years that lists who we have awarded money for public funds both through checking accounts and investment accounts through the treasury investment board. The last time we did this was in July of 2010, so it's 5 years and we have to update the list. There were some major changes this time due to the fact that the original Dodd-Frank Proposal back in 2009, many of the banks we've done business with in the past, no longer want to work with governments. So we've had to change some things because of that. We would ask that you pass this, the funds are already there, have been for some time. This has already been approved through the Treasury Investment Board and the Depository agreements have been signed, we just need to do this. I can answer any questions if needed.

|                  |                                             |                                |
|------------------|---------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>REFERRED TO COUNCIL [UNANIMOUS]</b>      | <b>Next: 9/14/2015 7:30 PM</b> |
| <b>MOVER:</b>    | Chris Long, At Large                        |                                |
| <b>SECONDER:</b> | Dan Skinner, At Large                       |                                |
| <b>AYES:</b>     | McGrady III, Clemens, Cotner, Long, Skinner |                                |
| <b>ABSENT:</b>   | Barrett, Kelly                              |                                |

f. Ordinance Authorizing Mayor to Enter into an Agreement with Evans, Mechwart, Hambleton & Tilton, Inc., ("Emh&T") for Professional Consulting and Structural Engineering Services.

Mr. Burd: Thank you Chairman Cotner. In June, we reviewed materials from 12 engineering firms wishing to provide services to the City. As outlined in our code, our committee evaluated each firm and EMH&T was the highest scoring firm. This legislation will authorize a new 2 year contract with EMH&T to serve as our primary engineering firm for 2016-2017. This agreement is largely the same as our current agreement, the annual "not to exceed" amount will remain \$75,000. The only change to this agreement are a slight increase in a few fees in the second year of the contract. Those are fees that have been in place since 2010, so for 7 years, some things go up here in there and we're certainly comfortable with that. We've done a lot of work the last 2 years and EMH&T has been very good to work with, they're providing a very professional and prompt service for us and we are excited to continue our relationship with them. This contract doesn't become effective until January 1 so there is no need to expedite the process. It can go through 3 readings, so certainly you can take your time to look through it and I'll be happy to answer your questions moving forward on this topic.

Mr. McGrady: Thank you for your time and response on emails. Do you have any idea a percentage of increase in 2017?

Mr. Burd: Yeah if you look at, if you have the material, page 16 of 16, its the chart that shows fees, it's the hourly rates for staff's time at EMH&T, most of them are going up \$5. Not all of them, but the ones that go up go \$5, there's one that I think is \$10 and one is \$15 and the rest are \$5 and so if we would need that particular person on a project, we would pay \$5 an hour more. It's very nominal in the grand scheme of things.

|                  |                                             |                                |
|------------------|---------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>REFERRED TO COUNCIL [UNANIMOUS]</b>      | <b>Next: 9/14/2015 7:30 PM</b> |
| <b>MOVER:</b>    | Barth R. Cotner, At Large                   |                                |
| <b>SECONDER:</b> | Mel Clemens, Ward IV                        |                                |
| <b>AYES:</b>     | McGrady III, Clemens, Cotner, Long, Skinner |                                |
| <b>ABSENT:</b>   | Barrett, Kelly                              |                                |

g. Baldwin Road OPWC Application Resolution

Mr. Burd: Thank you again Chairman Cotner. As you all know, we've been fairly successful the last couple of years at getting Ohio Public Works Commission Grants to complete major projects that otherwise we couldn't have done on our own. In 2014 it was Brice, next year it will be Livingston and we'd like to apply for a grant now to do a project on Baldwin Road that would be constructed in 2017. This resolution would authorize us to apply for the grant, it also authorizes the mayor to sign the agreement and proceed if our application is successful. Baldwin Road has been a problem for many years, it's among one of the worst stretches of road in the entire city. That's especially troublesome considering it leads right to a junior high school. Woodsedge drive also in very bad condition is also a part of this project as are waterline replacements and stormsewer modifications. The estimated costs is just a shade under 2 million dollars, the grant would cover 1.5 million and the remaining 500 thousand dollars will be in the form of a 0 percent interest loan that we would have 31 years to pay off. So pretty good deal for us if we can get it. We held a public meeting on this topic, in this room on August 26th, the residents that attended were very happy that we're pursuing this and we think it's a strong application. We're hopeful for another favorable response. Ryan Andrews is here from EMH&T, he plays the biggest roles in completing these applications for us so would certainly be happy to answer any questions and Ryan could answer any questions as well. The deadline to apply for this is Monday, these always seem to come up middle of September, so I really hope that all 5 of you are in favor of this because we're going to ask you to approve this tonight at the special Council meeting so we can get it turned in by Monday's deadline.

Mr. Cotner: Just a questions, will the efforts being made at the Blacklick Plaza there in conjunction with the Junior High and things, will that look favorably, do they even take those things into account?

Mr. Burd: Yeah we actually have a letter of support from the school district for this application that references some of the collaboration that they're doing in that area and so it will absolutely play into it. We hope it will get us a few extra points. The police department has written us a letter of support, the Truro Fire Department, the School District, we think we have all of the key entities on board to make a really strong application.

|                  |                                             |                               |
|------------------|---------------------------------------------|-------------------------------|
| <b>RESULT:</b>   | <b>REFERRED TO COUNCIL [UNANIMOUS]</b>      | <b>Next: 9/8/2015 7:35 PM</b> |
| <b>MOVER:</b>    | Barth R. Cotner, At Large                   |                               |
| <b>SECONDER:</b> | Chris Long, At Large                        |                               |
| <b>AYES:</b>     | McGrady III, Clemens, Cotner, Long, Skinner |                               |
| <b>ABSENT:</b>   | Barrett, Kelly                              |                               |

h. Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds and Declaring an Emergency.

Mr. Harris: Thank you Chairman Cotner, member of Council. As we've talked before many times, Section 5705.41 of the Revised Code says you can't buy goods before a purchase order... this was the one that got kind of messed up because, this was an emergency thing you had to do back in June for an intern. Mr. Havener and I and the City Attorney went over the, section 5705 and he's aware now of what needs to be done and he has a secretary now that can actually do some of this for him, so I think this is one of the last one of these we'll probably see from him, but it is.. the money's there, just the purchase order didn't get opened up so you need to do something with this by a month after I sign it so.. and it uses the work shall which is always good. Any questions, I'll answer.

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Barth R. Cotner, At Large                   |
| <b>SECONDER:</b> | Cornelius McGrady III, Ward III             |
| <b>AYES:</b>     | McGrady III, Clemens, Cotner, Long, Skinner |
| <b>ABSENT:</b>   | Barrett, Kelly                              |

**Development Department****Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 phone****Memo**

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**DATE:** September 21, 2015

**TO:** Dan Havener, DirectorDevelopment Department

**CC:**

**RE:** Appointment to Planning Commission; Keith Noble

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Appointment to Planning Commission; Keith Noble

See attached materials.



**Dan Havener**

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**From:** Eric Snowden  
**Sent:** Friday, June 26, 2015 2:30 PM  
**To:** Dan Havener  
**Subject:** FW: Reynoldsburg Planning Commission  
**Attachments:** Keith E. Noble Vita.pdf

Talk this over Monday?

**Eric Snowden**  
Planning Administrator – City of Reynoldsburg  
(614) 322-6829  
[esnowden@ci.reynoldsburg.oh.us](mailto:esnowden@ci.reynoldsburg.oh.us)

**From:** Keith Noble [<mailto:dr.keithenoble@gmail.com>]  
**Sent:** Friday, June 26, 2015 11:25 AM  
**To:** Eric Snowden  
**Subject:** Reynoldsburg Planning Commission

Eric,

Good morning, my name is Keith E. Noble, and I am a new resident of Reynoldsburg. I am interested in assisting the City with its key development and business engagement initiatives, as such, I've decided to submit my resume for your consideration.

I am a former executive with the Central Intelligence Agency, and have accumulated considerable experience in the areas of marketing, strategic planning, negotiations, customer development, and crises management.

One of my colleagues in Responsible Reynoldsburg, Mark McKenzie, believes the Commission could make good use of my talents and unique background. With that in mind, and in light of my desire to help the city advance its strategic interests, I hope to have an opportunity to work with you and the other commissioners to build a stronger Reynoldsburg.

Respectfully,

Keith E. Noble

Cell: 614-619-6263  
Email: [dr.keithenoble@gmail.com](mailto:dr.keithenoble@gmail.com)

Attachment: Keith Noble for Planning Commission (1127 : Appointment to Planning Commission)

# KEITH E. NOBLE, PH.D.

7660 Rodebaugh Rd., Reynoldsburg, OH 43068 | E-mail: dr.keithenoble@gmail.com

## Objective

Seeking an opportunity to utilize the specialized leadership, management, and organizational skills acquired during my nine-year tenure with the Central Intelligence Agency to help advance key civic, political, and cultural initiatives across Central Ohio.

## Experience

*Senior Vice President (Corporate Communications & Business Intelligence), June 2015 to Present, Luxcore Networks, Inc., Atlanta, Georgia*

Responsible for all aspects of marketing and communications, including market positioning, internal/external messaging strategy, brand marketing, special events, advertising, and leadership of the Corporate Communications Division. Also charged with overseeing the Business Intelligence Division; creating and maintaining reports in support of account management, sales, and business development; conduct ad-hoc analyses, to include in-depth data-driven reviews of Luxcore's performance for specific clients; maintain deep knowledge of Luxcore's products and technologies; and support internal divisions with client-related issues.

*Bureau Chief, Jul 2012 to May 2015, Open Source Center (OSC) - Tel Aviv, Israel*

Served as Senior OSC Representative to U.S. Embassy Tel Aviv and Jerusalem Consulate; set mission priorities and advanced key

objectives; supervised multimillion dollar operating budget; directed strategic operations; managed foreign liaison and domestic partnerships; provided customized reports and briefings to senior U.S. policymakers; supervised a large, dispersed multinational workforce; developed enterprise strategies for advancing corporate objectives; expanded the National Open Source Enterprise; led several internal working groups; mentored junior managers; and approved contracts.

*Deputy Program Manager, Jun 2009 to Jul 2012 Open Source Center (OSC) - Bangkok, Thailand*

Served as Acting OSC Representative to ten U.S. Embassies in South and Southeast Asia; supervised the Center's day-to-day operations across the region; executed a multi-million dollar operating budget; supported several foreign liaison and domestic partnerships; developed new product lines; enhanced outreach and marketing; responded to direct tasking from senior U.S. policymakers; launched new initiatives in the public and private sectors; supervised a large, dispersed multinational workforce; mentored junior officers; organized professional conferences; and negotiated contracts.

*Operations Coordinator, Sep 2007 to Jun 2009 Open Source Center (OSC) - Washington, DC*

Served as OSC's first Representative to the U.S. Africa Command; coordinated and prioritized the Center's operations in Sub-Saharan Africa; responded to direct tasking from senior U.S. policymakers; supported a foreign liaison partnership; supervised a small team of direct reports; and produced all-source reports and analyses.

*Political Analyst, Jan 2006 to Aug 2007 Central Intelligence Agency (CIA) - Washington, DC*

Produced all-source reports and analyses; developed new analytic methodologies; provided briefings and responded to direct tasking from senior U.S. policymakers; marketed new product lines; served as an acting supervisor on several occasions; and organized recruitment fairs at various U.S. colleges and universities.

## Assignments

### *Asia*

Australia, Cambodia, China, Hong Kong, Indonesia, Japan, Malaysia, Myanmar (Burma), Pakistan, Philippines, and Vietnam

### *Europe*

France, Italy, Germany, Greece, Turkey, and United Kingdom

### *Middle East*

Egypt, Israel, Jordan, Morocco, Qatar, and UAE

### *Sub-Saharan Africa*

Cote d'Ivoire, Ghana, Kenya, Nigeria, and South Africa

## CLIENTS

### *Senior U.S. Officials*

Barack Obama, U.S. President (2009-2015), George W. Bush, U.S. President (2006-2008), Daniel Shapiro, U.S. Ambassador to the State of Israel (2012-2015), Martin Indyk, U.S. Special Envoy for Israeli-Palestinian Peace Negotiations (2013-2014), Kristie Kenney, U.S. Ambassador to the Kingdom of Thailand (2010-2012), Eric John, U.S. Ambassador to the Kingdom of Thailand (2009-2010),

Johnnie Carson, U.S. Assistant Secretary of State for African Affairs (2007-2009), John Campbell, U.S. Ambassador to the State of Nigeria (2007); and Michael Kozak, Senior Director U.S. National Security Council Staff (2006-2007)

#### *U.S. Government Agencies*

- Central Intelligence Agency (2006-2015)
- Defense Intelligence Agency (2013-2015)
- Department of Homeland Security (2007-2009)
- Federal Bureau of Investigation (2009-2015)
- Special Operations Command Pacific (2009-2012)
- U.S. Africa Command (2007-2009)
- U.S. European Command (2012)
- U.S. Pacific Command (2009-2012)

## **Accomplishments**

- Recipient of six CIA Exceptional Performance Awards
- Recipient of two CIA Non-Monetary Awards
- Recipient of two CIA Meritorious Unit Awards
- Promoted four times in nine years
- Final Pay Grade: GS-15

- Active Top Secret/SCI clearances

## **Professional Skills**

- Project Management
- Resource Management
- Crisis Management
- Budget Planning
- Strategic Planning
- Public Diplomacy
- Executive Briefing
- Executive Writing
- Research and Analysis
- Critical Thinking
- Public Speaking
- Conflict Resolution

## **Education**

- 2006 Ph.D., International Relations and Comparative Politics, Miami University, Oxford, Ohio
- 2004 Master of Arts, International Relations and Comparative Politics, Miami University, Oxford, Ohio

- 2001 Bachelor of Arts: Political Science, Capital University, Columbus, Ohio
- 1996 High School Diploma, Westerville North High School, Westerville, Ohio

## **Presentations**

- Conflict Resolution in Sub-Saharan Africa: Sudan vs. South Sudan, American International School, Netanya, Israel (2015)
- Explaining U.S. Foreign Policy, Don Bosco Catholic Church, Nazareth, Israel (2015)
- U.S. Engagement in the Israeli-Palestinian Peace Process, Al Battuf High School, Arrabe Galilee, Israel (2014)
- The History and Legacy of the American Civil Rights Movement, Leo Baeck Education Center, Haifa, Israel (2014)
- Coffee with a Senior Diplomat, The American Center, Jerusalem, Israel (2014)
- Enhancing Israel's Security in the Era of Obama, The American Center, Jerusalem, Israel (2013)
- The Challenges of American Diplomacy, Bar-Ilan University, Tel Aviv, Israel (2013)
- U.S. Foreign Policy in The Middle East, Hebrew University, Jerusalem, Israel (2013)
- The Art of Public Speaking and Debate, Yitzhak Rabin Center, Tel Aviv, Israel (2013)

- The Untold Story of African-American Women Writers, Beit Berl College (2013)
- African Americans and The Civil War, U.S. Embassy Black History Month Dinner Keynote Address (2011)
- Explaining Decision-Making in the 1998 Ethiopia-Eritrea Border War, National Political Science Association Conference (2004)
- What Is Globalization & What Impact Has It Had On The African Continent?, Illinois State University Conference (2004)

## **Publications**

- Director of National Intelligence Highlights - Classified Reports (2009-2014)
- Presidential Daily Brief - Classified Analyses (2006-2009)
- CIA Wire - Classified Analyses (2006-2009)
- Dissertation: The Complete Guide To Understanding The U.S.- Sub-Saharan African Trade Relationship: Analysis and Opinions On The Ghanaian Implementation Of The African Growth & Opportunity Act (AGOA)—A Case Study, OhioLink, 2006

## **Extracurricular Activities**

- Senior Spokesperson, U.S. Embassy Tel Aviv Speaker's Program (2012-Present)
- Worshipful Master, Siam Military Lodge #30 (2011)
- Chair, U.S. Embassy Bangkok Black History Month Committee



(2010-2012)

## News Articles

- My Interview With American Diplomat Dr. Keith Noble, The Times of Israel, (2013)

## Affiliations

- Capital University Alumni Association
- Miami University Alumni Association
- Alpha Phi Alpha Fraternity, Inc.
- Prince Hall Free & Accepted Masons

## Community Service

- Mentoring Israeli high school students—via the Amal Education Network—on public speaking and conflict resolution (2012-2015)
- Raised \$28,000—in conjunction with the American Chamber of Commerce in Thailand and U.S. Embassy Bangkok—for Thai Red Cross flood relief efforts (2010-2012)
- Provided financial and logistical support to the Ban Ratchasima Orphanage in Korat, Thailand (2011)

## Interests

- Leadership Styles and Behaviors

- Executive Management Studies
- International Relations
- Government Relations
- International Political Economy
- Public Speaking
- Marketing/Sales Techniques
- Venture Capitalism
- Graphene Technological Development
- Commodities Trading

**Development Department****Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 phone****Memo**

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**DATE:** September 21, 2015

**TO:** Dan Havener, DirectorDevelopment Department

**CC:**

**RE:** Appointment to Design Review Board-  
Richard Carr  
Eli Bowman

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2 persons interested in Design Review Board: Richard Carr and Eli Bowman.

See attached materials.

**Dan Havener**

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**From:** Carr Richard <carr.s.richard@gmail.com>  
**Sent:** Monday, April 27, 2015 2:58 PM  
**To:** Dan Havener  
**Subject:** Re: Planning Commission seat  
**Attachments:** Richard Carr - Cover Letter - April 2015.pdf; Richard Carr resume April 2015.pdf

Hi Dan,

Please find attached my letter for consideration to become a member of your planning commission and my resume.

Let me know if there is anything else you need.

Thank you for the opportunity.

Richard Carr

On Mon, Apr 27, 2015 at 12:24 PM, Dan Havener <[DHavener@ci.reynoldsburg.oh.us](mailto:DHavener@ci.reynoldsburg.oh.us)> wrote:

Sounds great. Thanks.

Dan Havener  
Development Director  
City of Reynoldsburg

7232 E. Main St.

Reynoldsburg, OH 43068

Office: (614) 322-6831

[dhavener@ci.reynoldsburg.oh.us](mailto:dhavener@ci.reynoldsburg.oh.us)

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**From:** Kerstin Carr [[mailto:kerstin\\_carr@yahoo.com](mailto:kerstin_carr@yahoo.com)]  
**Sent:** Monday, April 27, 2015 11:38 AM  
**To:** Dan Havener  
**Cc:** Carr Richard  
**Subject:** Re: Planning Commission seat

Attachment: Richard Carr for DRB (1128 : Appointment to Design Review Board)

Dan,

that's great news. Since Richard is not affiliated with the Republican Party, he will submit a letter to you to ask to be on Reynoldsburg's Planning Commission. I'm copying him on the email so you can communicate directly.

Thanks again for all the information,

Kerstin

On Monday, April 27, 2015 10:43 AM, Dan Havener <[DHavener@ci.reynoldsburg.oh.us](mailto:DHavener@ci.reynoldsburg.oh.us)> wrote:

Kerstin - Hope you had a great weekend!

I would have no problem bringing your husband on as a Planning Commission member. Again I apologize, but due to our archaic charter I need to be sure that your husband is not affiliated with the republican party. As mentioned previously, no more than 2 members of the same political party are permitted to be appointed as citizen members, and we currently have two republican members. If your husband is affiliated with another political party, I would like for him to submit the same information that Justin provided:

Please have your husband provide a brief history of himself, outlining why he believes he would be a good candidate for the position. A copy of a recent resume would also be good.

The Planning Commission is scheduled to meet the first Thursday of each month at 6:30 PM, or as required by current projects and agenda. All meetings are held in council chambers in the Reynoldsburg Municipal Building at 7232 E. Main Street.

Per City Charter:

"The Planning Commission shall conduct studies and surveys, and prepare advisory plans, reports and maps relative to the overall planning of the growth of the city. The Commission will be responsible for the preparation and implementation of the Comprehensive Plan for the city and subsequent plan amendments, for Council approval. The Planning Commission shall assist the Director of Development with policy development impacting short- and long-range planning issues of the city. The Commission may make such advisory recommendations relative to such matters and to the Zoning or rezoning of the city to the Council as the Commission believes to be in the best interest of the city. The Chair will designate a Planning Commission member to serve on the Capital Improvement Program Committee."

I will be happy to discuss any additional questions you may have, and look forward to meeting your husband soon.

Regards,

Dan

Dan Havener  
Development Director  
City of Reynoldsburg

7232 E. Main St.

Reynoldsburg, OH 43068

Office: (614) 322-6831

[dhavener@ci.reynoldsburg.oh.us](mailto:dhavener@ci.reynoldsburg.oh.us)

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**From:** Kerstin Carr [[mailto:kerstin\\_carr@yahoo.com](mailto:kerstin_carr@yahoo.com)]

**Sent:** Sunday, April 26, 2015 6:21 PM

**To:** Dan Havener

**Subject:** Planning Commission seat

Hi Dan,

Justin told me that your meeting on Thursday went well and that he is excited to work with you and Eric (sp?).

He also mentioned that you were looking for one more commission member. My husband would be interested but I'm not sure if you are looking for geographic diversity. He would bring an entrepreneurial background, is a long-time Ohio resident, and father to a young child.

Let me know what you think. Whatever you think is best.

Attachment: Richard Carr for DRB (1128 : Appointment to Design Review Board)

Reynoldsburg City Council  
City of Reynoldsburg  
7232 E. Main St.  
Reynoldsburg, OH 43068  
Office: (614) 322-6831

April 28, 2015

Dear Reynoldsburg Council Members:

I am writing to express my interest in becoming a member of the Reynoldsburg Planning Commission. My family and I moved to the City of Reynoldsburg in 2006 because of its population diversity, its top rated school system, and its well maintained park and recreational facilities.

With my entrepreneurial background, I feel I can bring much creativity and business spirit to the planning commission. As a small business owner who primarily works from home, I understand the importance of community amenities, such as coffee shops, restaurants, and local retail, in bringing people together. As someone who enjoys spending time outdoors, I value connectivity through pedestrian and bicycle paths in neighborhoods, downtowns, and park systems. As a father of a 3-year old, I look for young growth and development opportunities through our recreation departments and schools.

In light of the demographic changes and new emerging lifestyle preferences for more walkable, compact, and mixed use environments, I would love to be part of a planning commission that embraces these changes and continues to make the city a desirable place to live, work, and play. Reynoldsburg already has many great qualities that it can pride itself on. At the same time, there are always opportunities for improvement.

I greatly appreciate your consideration of my application and look forward to hearing from you.

Sincerely,  
Richard Carr

614.218.7840  
[carr.s.richard@gmail.com](mailto:carr.s.richard@gmail.com)

Cc: Mayor Brad McCloud  
Cc: Dan Havener, Director of Development

Attachment: Richard Carr for DRB (1128 : Appointment to Design Review Board)

**S. Richard Carr**

8266 Priestley Dr., Reynoldsburg, OH 43068

Phone: 614.218.7840 | Email: carr.s.richard@gmail.com

**WEBSITE MANAGER**

Page 1

**Profile**

- More than 15 years of experience in website management and Internet consulting.
- Recognized strengths in website development and maintenance, problem-solving, customer support, and project planning and implementation.
- Extensive experience with search engine optimization for ROI.
- Distinct organizational talent, effective initiator, and quick learner.
- Independent and goal-oriented working style with high ability to work in a team.
- Strong analytical thinking and creativity.
- Solid computer skills with excellent working knowledge using MS Office.

**Synopsis of Achievements**

- Grew **Powersourcing.com** into the top 1% of global websites and top ten in its genre.
  - Developed strategies to obtain membership of over 45,000 industrial professionals.
  - Achieved very high search engine visibility through organic online searches.
- Developed and promoted **Requesteffect.com**.
- Continued professional development with **Google Analytics Individual Qualification** and project management webinars.
- Spearheaded efforts to build and launch Conterra Farms

**Employment**

**Root Economy LLC/Conterra Farms, Galloway, OH**  
**Director of Business Development**

2014 – Present

- Instituted idea to convert used shipping containers into hydroponic growing facilities
- Build and develop systems for growing a variety of leafy greens and herbs
- Conduct outreach efforts to promote interest in Conterra Farms
- Develop business relationships with local institutions and restaurants

**Requesteffect.com, Reynoldsburg, OH**  
**Website Manager/Owner**

2010– Present

- Developed business model for the website
- Manage all aspects of site production and promotion
- Perform SEO and SEM functions with emphasis on building organic traffic and maximizing ROI
- Use Google Analytics for analysis of site, page performance, advertising success, and funnel optimization
- Coordinated and scheduled website development with on-shore and off-shore contractors for site production and graphic development
- Responsible for writing all content for the site
- Established user workflow



S. Richard Carr  
 8266 Priestley Dr., Reynoldsburg, OH 43068  
 Phone: 614.218.7840 | Email: carr.s.richard@gmail.com

## WEBSITE MANAGER

Page 2

### Employment

**Brickman Facility Solutions, New Albany, OH**  
**Area Manager**

10/12-9/13

- Manage all active accounts within assigned state, including Bank of America, Macy's, T-Mobile and The Home Depot
- Provide leadership and initiative to ensure services are complete and client expectations are met or exceeded
- Evaluate, qualify, and select subcontractors to facilitate the operation
- Work closely with the service providers on the scheduling and implementation of services, as well as the billing administration

**Buildipedia.com, Grandview Heights, OH**  
**Web Consultant**

9/11-11/11

- Consulted ownership on site design and business development strategies
- Developed plan using Google Analytics to increase users and revenue
- Assessed SEO and standardized procedures for better indexing
- Developed sales pitch for investor presentation which helped the company receive funding

**Powersourcing.com, Grove City, OH**  
**Co-Founder/President**

1998 – 2010

- Co-Founder of the company and business model
- Key staff for SEO efforts generating top rankings in search results
- Performed web analytics for advertisement, user flow, and conversion optimization
- Developed and analyzed email campaigns to achieve marketing goals and ROI
- Conducted Pay-per-click / Adwords and banner campaigns
- Coordinated and managed vendors for the production of website initiatives
- Negotiated contracts with affiliates, advertisers, and vendors
- Initiated and managed affiliate programs to optimize revenue
- Developed content for website
- Created marketing plan for company
- Performed customer service through phone calls and emails
- Provided customer data management
- Monitored overall web reaction to website and researched improvement for marketing tactics

### Education

**The Ohio State University, Columbus, OH**  
**B.S., Business Administration & Marketing**  
**Minor: Telecommunications**

1996

Attachment: Richard Carr for DRB (1128 : Appointment to Design Review Board)

**From:**

Eliot Bowman  
1418 Clemens Pl  
Reynoldsburg, OH 43068  
614-288-8955  
[eli@elibowman.com](mailto:eli@elibowman.com)

09/05/2015

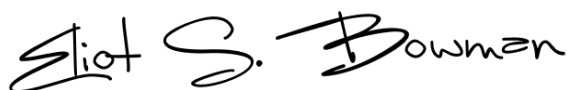
To Whom It May Concern:

My name is Eliot Bowman and I am interested in serving the city of Reynoldsburg in a capacity that the local leaders deem fitting for me. I am a registered Republican and have always aligned myself with time-tested, conservative principles not only in my political interests, but also in my personal life. Why? Because, to quote Sean Hannity, "Conservatism works".

I am very active in my local church and currently serve as the President of the young men's youth program, as well as on the Presidency of the Elders Quorum. I have also served in the community and coached my son's little league team. I strongly believe in providence and that I have a duty to God and Country to serve with all my heart my fellow neighbors. As a servant of our great community I would always keep the best interest of our residents at the forefront of every action, regardless of its scope.

Included is a professional resume. Please look it over and consider me for service in and for the city of Reynoldsburg. God bless.

Sincerely,



Eliot Bowman

Attachment: Letter to Reynoldsburg (1128 : Appointment to Design Review Board)

**Eli Bowman**

614.288.8955

1418 Clemens Place, Reynoldsburg, Ohio 43068

eliotbowman@gmail.com

**Professional Profile**

An account originations professional with sales, finance, and marketing experience. Expertise in the selling, processing, and closing of merchant accounts. Excellent people and communications skills as well as mortgage industry knowledge and experience. Well organized and self-motivated.

**Professional Experience**

TRIAD Management Solutions, LTD, Columbus, OH (Self-Employed)

2012 - Present

**President**

Responsibilities:

- Acquire new customers via multiple methods of cold-calling and networking.
- Manage an independent contractor sales team of 8 people. Properly place them in territories and provide them with leads.
- Proactively coordinate all aspects of the business from financial documents, marketing, sales, and customer service.

J.P. Morgan Chase, Columbus, OH

2010 - 2012

**Senior Mortgage Loan Processor**

Achievements:

- Promoted to the Dedicated Purchase Team which is reserved for high performers.
- 98.28% call monitoring score for 2011 and 98.60% YTD score for 2012 (Top 5% in the site both years).

Responsibilities:

- Communicate directly with customers and agents to achieve an ideal customer experience by reviewing rate lock and point objectives for accuracy, and ensure all pricing and fees are accurate.
- Understand and abide by all internal and Federal Compliance regulations. Review title insurance, flood, tax certificates, and surveys to ensure they meet Chase guidelines, and prepare and calculate income and assets thoroughly before submission to underwriting, when applicable
- Meet all closing and commitment dates. Obtain and review documents for acceptability against loan conditions. Perform all validation requirements on applicable loan files. Coordinate with buyers, sellers, title companies, escrow agents, surveyors, and real estate agents to schedule loan closings
- Effectively manage pipeline via daily pipeline reporting using Excel. Manage loans in process while achieving acceptable cycle times while achieving and maintaining acceptable customer satisfaction levels.

Huntington Bank, Upper Arlington, OH

2009-2010

**Senior Private Banker (Retail, Insurance & Investment Products)**

Achievements:

- Ranked 1<sup>st</sup> company-wide for production against scorecard for Nov. 2009.
- Top performer (Top 15%) (Sep. 2009 – Jan. 2010).
- 100% goal to scorecard for all months of employment.

Responsibilities:

- Used consultative selling techniques. Analyzed and provided solutions for clients' financial needs by reviewing their personal finances and making loan, insurance, and investment product suggestions based on their individual needs and plans.
- Proactively sought out current and potential clients for sales of consumer loan, insurance products, investment products, and customer service opportunities through calling activities and creative use of marketing resources.
- Worked with banking office team members to achieve individual and banking office sales goals by opening new accounts, recommending investment and insurance products, taking loan applications, processing, and closing loans and life insurance policies.
- Successfully Sold and processed loan, investment, retail, and insurance products.

Exel Direct, Westerville, Ohio  
2007-2009

**Financial Analyst**Achievements:

- Successfully implemented integration of new financial analysis software for my line of business as trainer, and co-project manager. Managing a team was involved in this roll-out.
- Chosen to be SME for Blackline financial analysis software.

Responsibilities:

- Responsible for the management of financial matters including payables, receivables, assets, profit and loss, account analysis, revenue and expense forecasting and data collection and analysis.
- Effectively communicated with management, field associates and customers to accomplish necessary objectives in regard to profitability, cost minimization, and process improvement.
- Planned, coordinated and directed process driven functionality to ensure compliance with company directives.
- Coordinated meetings and presentations to institute new roll-outs and projects to which I managed full process flow as well as project associated IT and software programs.

Columbus Sports Club, Columbus, Ohio  
2005-2007

**Sales & Marketing Manager**Achievements:

- My team was responsible for 89% of total sales for 2006.
- Employee of the Year: 2006

Responsibilities:

- Developed a complete sales program where none previously existed that is still in use today. Created internal retail and marketing plans and followed through to full implementation to ensure complete functionality.
- Established and incorporated innovative marketing concepts that have led to the acquiring and retention of new customers by performing presentations to various prospective clients and by effectively closing sales.
- Regularly reported to senior management on performance and accountability for myself and my direct reports.
- Managed total workflow and performance for a sales and marketing team comprised of seven associates.

**Education**

The Ohio State University – Max M. Fisher College of Business (Columbus, Ohio)  
**Bachelor of Business Administration March, 2008**

- National Dean's List 2006
- Dean's List 2005-2008



**Police Department****James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

---

**DATE: September 21, 2015****TO: Finance Committee****RE: Purchase of Court Liaison Vehicle Using Federal Forfeiture Funds**

---

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Current Vehicle is non functioning, being stored at street barn.

The City of Reynoldsburg Division of Police request the approval from council to purchase a new Court Liaison vehicle using Federal Forfeiture Funds, as the current vehicle is out of commission and being stored at the street barn.

Please review the attached packet for the purchase of a 2011 Honda Accord.

## Reynoldsburg Division of Police

## Request to Purchase

All purchases must be approved by the Chief of Police **PRIOR** to ordering

Account #: \_\_\_\_\_ Sub Account: \_\_\_\_\_ Balance in the Account: \_\_\_\_\_

Budget Item: ☐ Yes ☐ No Approved to Order: \_\_\_\_\_ Date: \_\_\_\_\_

| Quantity      | Description                                | Size | Order # | Unit Price | Total    |
|---------------|--------------------------------------------|------|---------|------------|----------|
| 1             | 2011 Honda Accord<br>Vin#1HGCP2F77BA097608 |      |         | \$12,000   | \$12,000 |
|               |                                            |      |         |            |          |
|               |                                            |      |         |            |          |
|               |                                            |      |         |            |          |
|               |                                            |      |         |            |          |
|               |                                            |      |         |            |          |
| Shipping Cost |                                            |      |         |            | N/A      |
| Total Cost    |                                            |      |         |            | \$12,000 |

Needed for the replacement for the vehicle used for Court Liaisons due to that vehicle's engine seized up and it is not cost effective to repair according to the City of Reynoldsburg's Head Mechanic, Mr. Hutchinson.

| Vendor Information (If this is a new vendor you MUST attach a w-9 to this form) |                                              |                   |       |
|---------------------------------------------------------------------------------|----------------------------------------------|-------------------|-------|
| Vendor:                                                                         | Linsay Automotive, Inc dba Linsay Honda East |                   |       |
| Vendor's Address:<br>(City / State / Zip)                                       | 5959 Scarborough Blvd. Columbus Oh 43232     |                   |       |
| Vendor's Phone #:                                                               | 614-864-5250                                 |                   |       |
| Contact Person:                                                                 | Reggie Crummer                               |                   |       |
| Requestor's / Approval Information                                              |                                              |                   |       |
| Name:                                                                           | Det. Sgt. Bauchmoyer #67                     |                   |       |
| Supervisor's Approval:                                                          |                                              |                   | Date: |
| Chief of Police Approval:                                                       |                                              |                   | Date: |
| Ordering Information / After action information                                 |                                              |                   |       |
| Date Ordered:                                                                   | PO #                                         |                   |       |
| Ordered By:                                                                     |                                              |                   |       |
| Expected Date of Arrival:                                                       |                                              |                   |       |
| Fixed Asset Tag #:                                                              | Was Photo taken?                             | Location of Item: |       |
| Comments:                                                                       |                                              |                   |       |

Attachment: Court Liaison Vehicle (1179 : Request to Purchase Court Liaison Vehicle Using Federal Forfeiture Funds)

## CITY OF REYNOLDSBURG

Matt Hutchison  
Fleet maintenance  
STREET DEPARTMENT  
7806 EAST MAIN STREET  
REYNOLDSBURG OH 43068

PHONE 614-322-5805  
FAX 614-575-4579

9/8/2015

Unit# 3103  
Mileage: 99148

2005 Chrysler 300c was towed in on September 4, 2015 for a break down. After looking over the vehicle we have discovered the engine is locked up. Estimating a long block replacement engine would be upwards of \$4,000 plus labor and other parts needed. I feel this would exceed the value of this vehicle and is not worth the time and money to get the vehicle back in service.



LINDSAY AUTOMOTIVE, INC dba LINDSAY HONDA  
5959 SCARBOROUGH BLVD.  
COLUMBUS OH 43232

# **RETAIL PURCHASE AGREEMENT**

Purchaser's Name(s): **CITY OF REYNOLDSBURG**

Address: **7232 EAST MAIN ST REYNOLDSBURG, OH 43069**

Home Telephone: **614/866-6375**

Work Telephone: **614/322-6927**

Email:

D.L./State I.D.#

Issuing State:

Exp. Date:

Cust#: **415851**

Deal #: **210325**

Stock #: **16-0025A**

Date: **09/10/2015**

County: **FRANKLIN**

Cell:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

|                                                                                          |                      |                                                                                                                                                                         |                      |                                       |
|------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------|
| YEAR<br><b>2011</b>                                                                      | MAKE<br><b>HONDA</b> | MODEL<br><b>ACCORD</b>                                                                                                                                                  | COLOR<br><b>GRAY</b> | TYPE<br><b>16-0025A</b>               |
| VIN/SERIAL NO.<br><b>1HGCP2F77BA097608</b>                                               |                      | ODOMETER READING<br><input type="checkbox"/> Not Accurate <b>43751</b>                                                                                                  |                      | SALESPERSON<br><b>REGINALD CRUMER</b> |
| THE VEHICLE IS:<br><input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED |                      | PRIOR USE DISCLOSURE:<br><input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER |                      |                                       |
| TO BE DELIVERED ON OR ABOUT<br><b>09/10/2015</b>                                         |                      |                                                                                                                                                                         |                      |                                       |

**WARRANTY STATEMENT**

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *Traducción española: Ver el dorso.*

☐ USED VEHICLE LIMITED WARRANTY APPLIES. We are providing the attached Limited Warranty. Any implied warranties apply for the duration of the Limited Warranty.

X X

## **TRADE-IN VEHICLE INFORMATION**

Trade-In (1) Year: Make: Model: Color:

VIN/Serial No: Odometer Reading: ☐ Not Accurate

Trade-In Allowance (1): **N/A** Payoff & Lienholder: **N/A**

Trade-In (2) Year: Make: Model: Color:

VIN/Serial No: Odometer Reading: ☐ Not Accurate

Trade-In Allowance (2): **N/A** Payoff & Lienholder: **N/A**

**NEGATIVE EQUITY:** You are aware that the Payoff on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by \$ **N/A** X

**\*\*DEPOSIT/PARTIAL PAYMENT:** The Cash Deposit/Partial Payment/Down Payment is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for 3 days.

## **OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS**

PLEASE SEE THE VEHICLE DELIVERY REPORT

|                                                                   |          |
|-------------------------------------------------------------------|----------|
| CASH PRICE OF VEHICLE                                             | 12000.00 |
| TOTAL WE OWES                                                     | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
| GAP PROTECTION                                                    | N/A      |
|                                                                   | N/A      |
|                                                                   | N/A      |
| *DOCUMENTARY SERVICE FEE                                          | N/A      |
| TOTAL SELLING PRICE                                               | 12000.00 |
| LESS TRADE-IN ALLOWANCE                                           | N/A      |
| TAXABLE AMOUNT                                                    | 12000.00 |
| SALES TAX                                                         | N/A      |
| TITLE FILING FEE                                                  | N/A      |
| REGISTRATION FEE                                                  | N/A      |
| PLUS PAYOFF ON TRADE-IN(S)                                        | N/A      |
| TOTAL DUE                                                         | 12000.00 |
| LESS PARTIAL PAYMENT/DOWN PAYMENT<br>** (Please see Reverse Side) | N/A      |
| LESS REBATE/FACTORY INCENTIVE                                     | N/A      |
| OTHER                                                             | N/A      |
| UNPAID BALANCE DUE                                                | 12000.00 |

## **SEE ATTACHED AGREEMENT TO ARBITRATE**

**Documentary Service Fee:** This fee is charged by the Dealership for performing administrative services and processing documents related to the closing of a sale. This fee is charged by the Dealership in accordance with O.R.C. § 4517.261.

**Waiver of Jury Trial:** The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based on or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

**LIMITED RIGHT TO CANCEL APPLIES:** If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained within 10 days of the date of this Agreement, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract; please read these documents and Paragraph 15 on the reverse side for important details.

The front and back of this document and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized, unless it is in writing and signed by both parties. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by both parties.

Authorized Dealership Representative..

09/10/2015

Date

Accepted by Authorized Dealership Representative

09/10/2015

Date

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LINDSAY AUTOMOTIVE, INC dba LINDSAY HONDA  
5959 SCARBOROUGH BLVD.  
COLUMBUS OH 43223

## RETAIL PURCHASE AGREEMENT

Cust#: 415851

Deal #: 210325

Stock #: 16-0025A

Date: 09/10/2015

County: FRANKLIN

Cell:

Purchaser's Name(s): CITY OF REYNOLDSBURG

Address: 7232 EAST MAIN ST REYNOLDSBURG, OH 43069

Home Telephone: 614/866-6376

Work Telephone: 614/322-6927

Email: D.L./State I.D.#

Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

|                                                                                          |                      |                                                                                                                                                                         |                      |                                       |
|------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------|
| YEAR<br><b>2011</b>                                                                      | MAKE<br><b>HONDA</b> | MODEL<br><b>ACCORD</b>                                                                                                                                                  | COLOR<br><b>GRAY</b> | TYPE<br><b>16-0025A</b>               |
| VIN/SERIAL NO.<br><b>1HGCP2F77BA097608</b>                                               |                      | ODOMETER READING<br><input type="checkbox"/> Not Accurate <b>43751</b>                                                                                                  |                      | SALESPERSON<br><b>REGINALD CRUMER</b> |
| THE VEHICLE IS:<br><input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED |                      | PRIOR USE DISCLOSURE:<br><input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER |                      |                                       |
| TO BE DELIVERED ON OR ABOUT<br><b>09/10/2015</b>                                         |                      |                                                                                                                                                                         |                      |                                       |

**WARRANTY STATEMENT**

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are those, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *Traducción española: Ver el dorso.*

☐ USED VEHICLE LIMITED WARRANTY APPLIES. We are providing the attached Limited Warranty. Any implied warranties apply for the duration of the Limited Warranty.

X

X

|                                                                                                                                                                                                                             |                                 |                                                            |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------|--------|
| <b>TRADE-IN VEHICLE INFORMATION</b>                                                                                                                                                                                         |                                 |                                                            |        |
| Trade-In (1) Year:                                                                                                                                                                                                          | Make:                           | Model:                                                     | Color: |
| VIN/Serial No:                                                                                                                                                                                                              |                                 | Odometer Reading:<br><input type="checkbox"/> Not Accurate |        |
| Trade-In Allowance (1):                                                                                                                                                                                                     | Payoff & Lienholder: <b>N/A</b> |                                                            |        |
| Trade-In (2) Year:                                                                                                                                                                                                          | Make:                           | Model:                                                     | Color: |
| VIN/Serial No:                                                                                                                                                                                                              |                                 | Odometer Reading:<br><input type="checkbox"/> Not Accurate |        |
| Trade-In Allowance (2):                                                                                                                                                                                                     | Payoff & Lienholder: <b>N/A</b> |                                                            |        |
| <b>NEGATIVE EQUITY:</b> You are aware that the Payoff on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by \$ <b>N/A</b> . |                                 |                                                            |        |

**\*\*DEPOSIT/PARTIAL PAYMENT:** The Cash Deposit/Partial Payment/Down Payment is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for 3 days.

**OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS**

PLEASE SEE THE VEHICLE DELIVERY REPORT

**SEE ATTACHED AGREEMENT TO ARBITRATE**

**\*Documentary Service Fee:** This fee is charged by the Dealership for performing administrative services and processing documents related to the closing of a sale. This fee is charged by the Dealership in accordance with O.R.C. § 4517.281.

**Waiver of Jury Trial:** The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

**LIMITED RIGHT TO CANCEL APPLIES:** If you have entered into a Spot Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealership may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement-Limited Right to Cancel, and the Retail Installment Sale Contract: please read these documents and Paragraph 15 on the reverse side for important details.

The front and back of this document and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized, intended above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by Authorized Dealership Representative.

Purchaser

09/10/2015

Date

Accepted by Authorized Dealership Representative

09/10/2015

Date

Purchaser

Date

CATALOG #8983015-17834

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# ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

1. **Terms Used in This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
  - **Agreement** - Means this Retail Purchase Agreement; together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - **You, Your** - Means the Purchaser identified on the front side of this Agreement.
  - **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
  - **Manufacturer** - Means the company that manufactured the Vehicle.
  - **Vehicle** - Means the Vehicle that you are purchasing from us as described on the front of this Agreement.
  - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.
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3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Purchaser Representations and Warranties:** You represent, warrant and affirm to the Dealership that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that the Dealership is relying on this representation and agree that the Dealership would not sell the Vehicle to you without this representation. If we are required by the Vehicle manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if the Dealership suffers any loss or harm as a result of your breach of this provision, you agree to indemnify and hold the Dealership harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Partial Payment and any amounts due to the Dealership have been paid in full, any check given to the Dealership will be honored by your Bank, and that no part of the Partial Payment has been loaned to you by the Dealership or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) You are the person you have represented yourself to be and are purchasing the vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise.
5. **Our Failure to Deliver Vehicle:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled if the Vehicle is not delivered to you as specified on the front side of this Agreement.
6. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a salvage, junk, rebuilt, flood or lemon buyback vehicle or other branded titles; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement; that all air pollution control equipment is on the vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
7. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Payoff on the Trade-In Vehicle is greater than the amount of the Payoff as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Payoff is less than the amount listed, we will pay or credit the difference to you.
8. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
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10. **Other Products and Lending Sources:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods and services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the lender.
11. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender.
12. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. **SPANISH TRANSLATION:** Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
13. **GOVERNING LAW:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.
14. **LIMIT ON DAMAGES:** PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
15. **Sale Documents Survive the Retail Installment Sale Contract:** If you and we enter into a Retail Installment Sale Contract (RISC) relating to the financed purchase of this Vehicle, you acknowledge that you signed many documents and other agreements in connection with the sale, which may have included (but are not limited to): a spot delivery agreement-limited right to cancel, arbitration agreement, odometer statement, insurance related documents, credit application, title application, power of attorney, trade-in documents, service contracts, and debt cancellation or payment agreements (all of which are collectively referred to as "Sale Documents"). Notwithstanding any provision in the RISC, the parties agree that: a) the RISC and the Sale Documents are part of one transaction for Purchaser's acquisition of the Vehicle and are intended to be read together; b) that the Sale Documents are not superseded by the RISC; c) certain aspects of Purchaser's acquisition of the Vehicle are addressed by the Sale Documents and not the RISC; d) to the extent of any conflict between the Sale Documents and the RISC, other than as to Truth In Lending disclosures and Purchaser's repayment obligations, the Sale Documents control as to the Dealership and the customer; e) while all Truth In Lending disclosures are contained in the RISC, the Sale Documents may contain conditions (precedent or subsequent) that may trigger the termination of the RISC; and f) the execution of the RISC and/or termination of the RISC as a result of the failure of any such condition, or as otherwise may be provided in writing and signed by the parties, does not nullify the Sale Documents.
16. **Entire Agreement and Signing Other Documents:** The front and back of this Agreement and any documents that are part of this transaction or are incorporated herein by reference comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made. You agree to sign any and all documents necessary to complete the terms of this transaction.



# ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

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## CITY OF REYNOLDSBURG

Matt Hutchison  
Fleet maintenance  
STREET DEPARTMENT  
7806 EAST MAIN STREET  
REYNOLDSBURG OH 43068

PHONE 614-322-5805  
FAX 614-575-4579

9/8/2015

Unit# 3103  
Mileage: 99148

2005 Chrysler 300c was towed in on September 4, 2015 for a break down. After looking over the vehicle we have discovered the engine is locked up. Estimating a long block replacement engine would be upwards of \$4,000 plus labor and other parts needed. I feel this would exceed the value of this vehicle and is not worth the time and money to get the vehicle back in service.

*Forward To CHIEF  
VIA CHIEF of COMMAND*

*Sgt. [Signature]*

Attachment: Court Liaison Vehicle (1179 : Request to Purchase Court Liaison Vehicle Using Federal Forfeiture Funds)



ORDINANCE NO. 84-13PASSED: November 25, 2013

ORDINANCE TO AMEND ORDINANCE 94-12 PASSED DECEMBER 17, 2012 THAT WAIVES COMPETITIVE BIDDING FOR VARIOUS EXEMPTED CONTRACTS AND EXPENDITURES OVER \$10,000 BY ADDING FRANKLIN COUNTY PUBLIC HEALTH.

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

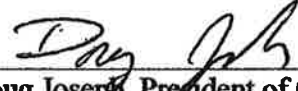
SECTION 1. That Council does hereby waive competitive bidding for the following vendors:

Schonhardt and Associates  
**Franklin County Public Health**  
 Limbach Controls Group  
 Columbia Gas of Ohio  
 Sensus  
 Verizon Wireless  
 Pace Analytical Services, Inc.  
 Ricart Mega Mall  
 Statewide Ford  
 Honda East  
 Pyrotecnico

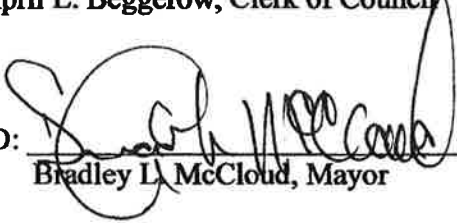
Sprint/Embarq Communications  
 Sunoco  
 Xerox  
 SBC/AT&T  
 Bob McDorman Chevrolet  
 Dave Gill Pontiac  
 Taylor Chevrolet  
 Viper Protection Services

SECTION 2. That Ordinance No. 94-12 passed December 17, 2012 be and is hereby amended and replaced.

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

  
 Doug Joseph, President of Council

ATTEST:   
 April L. Beggerow, Clerk of Council

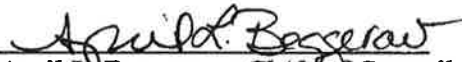
APPROVED:   
 Bradley L. McCloud, Mayor

DATE 11/26/13

Attachment: Court Liaison Vehicle (1179 : Request to Purchase Court Liaison Vehicle Using Federal Forfeiture Funds)

## CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 84-13 as passed by Council of said City on the 25th day of November, 2013 and as recorded in the Record of Proceedings of said Council.

  
April L. Beggerow, Clerk of Council

Filed with Mayor: 11/26/13

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

# **Water and Wastewater Department**

**Mike Root**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **September 21, 2015**

**TO:**             **Finance Committee**

**RE:**             ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN  
AGREEMENT WITH BERMEX INC., FOR METER READING  
SERVICES AND DECLARING AN EMERGENCY.

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Emergency/Suspension:      Emergency

Request for Emergency

Statement of necessity: Would like to pass after 3 readings to be able to get signed and into place before January 20, 2016.

Request legislation for the Mayor to enter into contract with Bermex, Inc. 37244 Groesbeck Highway, Suite A Clinton Township, MI 48036. Bermex will read a third of the City water meters monthly.

I'm asking to waive competitive bidding for this contract.

No new appropriation is needed for this contract.

Additional information is attached.



**Mike Root**

Water/Wastewater Superintendent  
CITY OF REYNOLDSBURG  
7232 EAST MAIN STREET  
REYNOLDSBURG, OHIO 43068  
(614) 322-4500 voice  
(614) 575-4573 fax  
[mroot@ci.reynoldsburg.oh.us](mailto:mroot@ci.reynoldsburg.oh.us)



## MEMORANDUM

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**DATE:** September 14, 2015

**TO:** Reynoldsburg City Council

**CC:** Mayor Brad McCloud, Auditor Richard Harris, Service Director, Nathan Burd

**RE:** Authorization to enter into a contract with Bermex Inc. for meter reading

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The current contract will expire on January 20, 2016. The new contract will pick up on January 21, 2016 and run through December 31, 2017. I'm requesting to waive competitive bidding for this contract. Over the past year, we have had a great working relationship with them and we have been impressed with the quality of their work. There were no changes to the contract.

We will be billed per attempted read as follows.  
Touch Pad and manual read is .55 cents a read  
Radio Read unit will be .25 cents a read

If you have any questions, please contact me at (614)322-4500.

Attachment: 2016-2017 Meter Reading Contract legislative memo (1161 : Contract for Meter Reading)

## **AGREEMENT**

THIS AGREEMENT is entered this the \_\_\_\_ day of November, 2015 by and between the City of Reynoldsburg (hereinafter referred to as “Reynoldsburg”) and Bermex, Inc. (hereinafter referred to as “Bermex”).

### Recitals

WHEREAS, Reynoldsburg is a Municipal Corporation organized under the laws of the State of Ohio and whose territory lies in Franklin, Licking, and Fairfield Counties. Reynoldsburg operates a water and sanitary sewer utility for the benefit of its residents; and

WHEREAS, Bermex is a Michigan for-profit corporation duly licensed to transact business in the State of Ohio; and

WHEREAS, Bermex is in the business of supplying labor and transportation for meter reading for various utilities; and

WHEREAS, Reynoldsburg is interested in contracting with Bermex for meter reading services; and

WHEREAS, the parties desire to set forth their agreement in writing.

### Agreement

NOW THEREFORE, the parties agree as follows:

- 1) Bermex shall read water meters within Reynoldsburg’s service area for the period of January 21, 2016 through December 31, 2017. Any extension of this period of service shall be mutually agreed upon in writing by both parties.
- 2) This Agreement and its terms may be terminated, with or without cause, by either party giving sixty (60) days written notice to the other party at the address provided elsewhere in this Agreement.
- 3) Reynoldsburg shall pay Bermex \$0.55 per manual or touchpad read attempt, and \$0.25 per radio read attempt. Bermex shall invoice Reynoldsburg once per month for the services provided, and Reynoldsburg shall remit payment within thirty (30) days after receipt of a correct invoice.
- 4) In addition to remuneration set forth in Paragraph 3, above, Bermex may charge Reynoldsburg a fuel surcharge of two and one-half percent (2.5%) of the total monthly charges when fuel for the vehicle being utilized exceeds \$4.00 per gallon for twenty-one (21) days during a thirty day billing period.

- 5) Bermex' employees shall provide the meter reading services no earlier than 8:00 a.m. and not later than 5:00 p.m., Monday through Friday. The meter reader shall attempt to complete the reading of the entire route on its scheduled day. Reading of meters on a Saturday will be allowed if circumstances so require and prior approval has been obtained from Reynoldsburg. Readings on Sundays and holidays are prohibited. It is understood that certain weather conditions may interrupt the services to be provided under this contract, and all weather-related work stoppages shall be agreed upon by the parties. The Bermex employee(s) shall check-in at the start of their shift and check-out at the end of their shift. An employee of Reynoldsburg may periodically inspect the work being done by Bermex.
- 6) Bermex' meter reader(s) shall be responsible for obtaining complete and accurate meter readings and recording them in hand-held meter reading devices to be provided by Reynoldsburg in accordance with the schedule established. Reynoldsburg shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Bermex' use. The electronic meter reading devices shall be programmed on a daily basis by Reynoldsburg and available to Bermex at the beginning of each day. The individual meter reader(s) shall be responsible, on a daily basis, to report damaged and/or broken meters, meter boxes and unreadable meters, etc., observed during the performance of their duties. In the event that such conditions exist, the meter reader will promptly advise Reynoldsburg of same. In no case shall Bermex be liable for not reading a meter due to unforeseen circumstances or circumstances beyond its control.
- 7) The individual(s) performing the service shall, at all times, be properly attired including the use of hard sole shoes. Uniforms which clearly identify Bermex' meter readers must be worn at work at all times. Bermex' vehicles will clearly identify that they are a Contract Meter Reader. Bermex will promptly return all hand held devices to Reynoldsburg upon termination or non-renewal of this Agreement.
- 8) It is expressly understood that the meter readers are employees of Bermex, and not employees of Reynoldsburg. Bermex shall furnish its employees with Workers' Compensation Insurance, Unemployment Insurance, Health Insurance, and the like. Liability Insurance for bodily injury and property damage in the amount of \$500,000 per occurrence shall cover the employees, and documentation of the same shall be supplied to Reynoldsburg upon request. Bermex shall also provide Automobile Insurance in the same coverage amount for all vehicles being used by its employees in performing these services. Bermex shall be responsible for withholding all federal, state, and local taxes from its employees' pay.
- 9) Bermex shall furnish an Insurance Policy in the amount of \$5,000 to cover the complete loss or damage to the handheld unit supplied by Reynoldsburg. Bermex understands that damage resulting from neglect or misuse will be paid by Bermex.

- 10) NOTICES. All notices to be delivered by one party to this Agreement to the other shall be addressed as follows:

Bermex, Inc.  
37244 Groesbeck Hwy., Ste. A  
Clinton Township, MI 48036  
Attn.: Henry G. Mello, President

City of Reynoldsburg Water Dept.  
7232 East Main St.  
Reynoldsburg, OH 43068  
Attn.: Mike Root, Superintendent

Both parties agree to notify the other in writing if the contact information stated herein changes.

- 11) Neither party may assign its terms or obligations under this contract without previous written consent of the other party.
- 12) If any legal dispute arises out of this Agreement, the parties hereby stipulate that the proper jurisdiction and venue for any legal action is in the Court of Common Pleas of Franklin County, Ohio.
- 13) BERMEX AGREES THAT REYNOLDSBURG WILL NOT BE LIABLE IN ANY WAY FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER OR DEATH TO ANY PERSON, EMPLOYEE, AGENT, CONTRACTOR, GUEST, INVITEE, OR TO ANY OTHER INDIVIDUAL OR ENTITY FOR ANY PROPERTY LOSS. BERMEX AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS REYNOLDSBURG FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, IN LAW AND EQUITY, LAWSUITS, CHARGES, COSTS (INCLUDING, BUT NOT LIMITED TO COURT COSTS, ATTORNEY'S FEES, AND COSTS OF INVESTIGATION), DAMAGES, EXPENSES, AWARDS, AND/OR JUDGMENTS BY REASON OF ANY LOSS, DAMAGE, INJURY, OR DEATH OR ANY PROPERTY LOSS CAUSED OR CONTRIBUTED (IN WHOLE OR IN PART) BY ANY NEGLIGENT ACT(S) OR OMISSION(S) OF BERMEX, AND ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, INVITEES, OR GUESTS. IF ANY PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY ONE OR MORE PERSON OR ENTITY IN CONNECTION WITH SUCH LIABILITY OR CLAIM, BERMEX, UPON NOTICE FROM REYNOLDSBURG, SHALL DEFEND SUCH ACTION(S) OR PROCEEDING(S) OF ANY KIND AT BERMEX' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO REYNOLDSBURG. BERMEX' OBLIGATIONS HEREUNDER SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED

- BY BERMEX UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- 14) FORCE MAJEURE. Performance of this Agreement by each party shall pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to the causes not reasonably within its control, such as acts of civil, or military authority (including courts or administrative agencies) acts of God, war, riot or insurrection, inability, to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties; and provide the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay. In the event of any delay resulting from such causes, the time of performance of each the parties hereunder shall be extended for a time period equal to the period of such delay.
- 15) This Agreement is intended as the complete and exclusive statement of the agreement between the parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as the Agreement and agreed to by both parties.

WHEREFORE, the parties hereto set their hands in furtherance of this Agreement.

CITY OF REYNOLDSBURG

BERMEX, INC.

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Printed\_\_\_\_\_

Printed\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Dated\_\_\_\_\_

Dated\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Hood, City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned Auditor for the City of Reynoldsburg hereby certifies that the funds necessary to pay this contract are either in the treasury or in the process of being collected.

---

Richard E. Harris, Auditor



# **Water and Wastewater Department**

**Mike Root**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:** September 21, 2015

**TO:** April Beggerow, Clerk of CouncilCity Council

**RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CITY OF COLUMBUS, FOR WATER SAMPLING SERVICES AND DECLARING AN EMERGENCY.

---

Emergency/Suspension: Emergency

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

Request for Emergency

Statement of necessity: Would like passage after 2 readings. Need time for City of Columbus to get signatures.

Request legislation for the Mayor to enter into contract with the City of Columbus, 910 Dublin Road, Columbus, Ohio 43215 for the 2016-2018 Total Coliform, TTHM's, HAA5's Sampling per OEPA for a contract amount of \$24,000 a year.

Meter testing and water main break total coliform sampling will be done on an as needed basis.

I'm asking to waive competitive bidding for this contract.

No new appropriation is needed for this contract.

Additional information is attached.

**Mike Root**

Water/Wastewater Superintendent  
CITY OF REYNOLDSBURG  
7232 EAST MAIN STREET  
REYNOLDSBURG, OHIO 43068  
(614) 322-4500 voice  
(614) 575-4573 fax  
[mroot@ci.reynoldsburg.oh.us](mailto:mroot@ci.reynoldsburg.oh.us)



## MEMORANDUM

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**DATE:** September 14, 2015

**TO:** Mayor Brad McCloud, Director of Public Service Nathan Burd, Finance Committee Chairman Barth Cotner, City Attorney Jed Hood

**RE:** 2016-2018 Water Sampling Contract

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This contract is for our water sampling which includes Total Coliform, TTHM's, HAA5's and Lead and Copper. I'm requesting to waive competitive bidding for this contract. Over the past year, we have had a great working relationship with them and we have been impressed with the quality of their work. There is no change to the contract. This would be a 2 year contract with no price increase.

CONTRACT  
BETWEEN THE CITY OF COLUMBUS  
AND  
THE CITY OF REYNOLDSBURG  
FOR ANALYTICAL SERVICES

This Contract for sample collection and analytical services is entered into by and between the City of Reynoldsburg and the City of Columbus, Department of Public Utilities ("Columbus").

**WITNESSETH**

WHEREAS, the City of Reynoldsburg has a need for drinking water laboratory analytical services; and

WHEREAS, Columbus is willing to provide these services pursuant to the terms contained herein;

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

**1. Contract Term**

The term of this Contract shall be from 1/1/2016 to 12/31/2018. This Contract shall not auto-renew.

**2. Scope of Services**

Columbus agrees to provide drinking water laboratory analytical services for the City of Reynoldsburg pursuant to the conditions contained herein.

- A. Monthly, Columbus will collect and analyze samples for total coliforms from a minimum of 40 locations, approved by OEPA pursuant to section 2.G, throughout Reynoldsburg's distribution system as required by the Total Coliform Rule. The City will utilize Ohio Environmental Protection Agency (OEPA) certified methods to conduct the testing.
- B. Monthly, Columbus will also collect and analyze a minimum of 40 free and total chlorine samples at the coliform monitoring locations as identified in section 2.A. The City will utilize OEPA certified methods to conduct the testing.
- C. Bimonthly, Heterotrophic plate count (HPC) analyses will also be performed on each monitoring location as identified in section 2.A at a minimum of 40 HPC samples every other month for a total of 240 per year. The City will utilize standard methods to conduct the testing.
- D. Quarterly (March, June, September, and December), Columbus will collect and analyze total trihalomethanes (TTHM) and haloacetic acid 5 (HAA5) samples at 4 locations, approved by OEPA pursuant to section 2.G, within Reynoldsburg's distribution system as required by the Stage 2 Disinfectants/Disinfection Byproduct Rule. The City will utilize OEPA certified methods to conduct the testing.
- E. Columbus will also analyze lead and/or copper samples, as needed, which have been collected by Reynoldsburg and delivered to the Water Quality Assurance Laboratory. Columbus will not arrange for the collection of the samples. Columbus will report the lead and copper sample results electronically to OEPA, but Reynoldsburg will be responsible for the paper submission of results and sample collection information to OEPA, per OEPA *Checklist for Completing Lead and Copper Sample Monitoring Requirements*.

- F. The City of Columbus will report the monthly/quarterly results to the OEPA and Reynoldsburg by the 10<sup>th</sup> of the following month as required by the OEPA.
- G. The City of Columbus will analyze line repair samples for Reynoldsburg under the following conditions: Reynoldsburg will collect the sample, Reynoldsburg will conduct chlorine testing in the field, Reynoldsburg will deliver the samples to the Columbus Water Quality Assurance Laboratory Monday through Thursday between the hours of 8:00 am and 2:00 pm, samples will not be accepted the day before or the day of a holiday. The fee for the line repair sample will be per sample. The fee schedule and list of observed holidays is attached as Exhibit A. If the conditions are not met, Reynoldsburg will utilize a third party lab at their own expense.
- H. The City of Reynoldsburg will select the monitoring locations, get them approved by OEPA, and provide the list to Columbus when sampling locations change or need to be updated. Columbus will provide consultation for site selection if requested by Reynoldsburg.
- I. Sampling and analytical services shall only be for the City of Reynoldsburg public water system OEPA compliance. Services will not be provided to customer owned residences for water quality complaints.
- J. If total coliform sample results from section 2.A require repeat sample collection and analyses as specified by OEPA requirements, the WQAL will conduct the collection and analyses at no additional cost.
- K. The City of Reynoldsburg shall supply a list of contacts and phone numbers Columbus personnel can utilize for questions. In addition, the City of Reynoldsburg shall also provide a 24-hour non-911 contact number. Reynoldsburg shall immediately notify Columbus of any changes or updates to contacts and phone numbers.
- L. Samples will only be collected during normal business hours. Samples will not be collected on weekends or holidays.
- M. Additional analyses may be performed with approval from both parties. The fee schedule for additional analyses is attached in Exhibit A.

### 3. Pricing and Payment

The charges for services provided under this Contract will be pursuant to the rates provided in Exhibit A, which is hereby incorporated into this Agreement and which will be amended by Columbus annually.

Columbus shall include a line item for analytical services on the current quarterly water and sewer invoice to the City of Reynoldsburg. The City of Reynoldsburg shall pay invoices within twenty-eight days of the date of the invoice.

Invoices will be submitted to: City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

#### 4. Notice

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

|                           |                                                                                              |
|---------------------------|----------------------------------------------------------------------------------------------|
| For City of Reynoldsburg: | City of Reynoldsburg<br>Attn: Mike Root<br>7232 East Main Street<br>Reynoldsburg, Ohio 43068 |
| For Columbus:             | Water Quality Assurance Lab Manager<br>910 Dublin Rd.<br>Columbus, OH 43215                  |

#### 5. Contract Termination

If either the City of Reynoldsburg or Columbus violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of Columbus or the City of Reynoldsburg, either party, may terminate this Contract by providing thirty (30) calendar days written notice to the other party prior to the effective date of termination. If this Contract is so terminated, the City of Reynoldsburg shall be liable for payment according to the terms of this Contract for services provided by the City prior to the effective date of termination.

#### 6. Applicable Law, Remedies

This Contract shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between Columbus, its agents and employees, and the City of Reynoldsburg arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

#### 7. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms or conditions of this Contract shall be binding on either party without the written consent of both parties. The terms and conditions specified in this Contract shall supersede any terms and conditions which may accompany the City of Reynoldsburg's purchase order.

#### 8. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the Columbus and the City of Reynoldsburg and approved by the appropriate City authorities.

#### 9. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

To the extent permitted by law, the City of Reynoldsburg shall protect, indemnify and save Columbus harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of City of Reynoldsburg, its officers, employees, or agents.

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

Neither party may assign, subcontract, or otherwise transfer this Contract to others without the prior written consent of the other party. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

The signatories to this Contract represent that they have the authority to bind themselves and their respective municipalities to this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the day and year written below.

**AGREED:**

FOR CITY OF REYNOLDSBURG:

FOR COLUMBUS:

|                       |      |
|-----------------------|------|
| Brad McCloud<br>Mayor | Date |
|-----------------------|------|

|                              |      |
|------------------------------|------|
| Greg Davies                  | Date |
| Director of Public Utilities |      |

Approved as to Form

Approved as to Form:

James E. Hood  
City Attorney

City Attorney



EXHIBIT "A"

## PRICING- 2016-18

The following table will be used to calculate charges for services included in this contract:

| EVENT                                                                                                                                                                                                                                                                                                                     | PER MONTH CHARGE  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Collection and analytical services to include: minimum of 40 total coliforms per month; minimum of 40 free and total chlorine per month; minimum of 40 heterotrophic plate count samples bimonthly; 4 total trihalomethanes per quarter; 4 haloacetic acid 5 per quarter; monthly reporting of electronic results to OEPA | \$2,000.00        |
| ADDITIONAL SERVICES:                                                                                                                                                                                                                                                                                                      | PER SAMPLE CHARGE |
| Total coliform sample collection, analysis, and on-site free and total chlorine analysis                                                                                                                                                                                                                                  | \$40              |
| Total coliform for line repair, collected by Reynoldsburg                                                                                                                                                                                                                                                                 | \$20              |
| Total trihalomethane                                                                                                                                                                                                                                                                                                      | \$40              |
| Haloacetic acid 5                                                                                                                                                                                                                                                                                                         | \$60              |
| Heterotrophic plate count                                                                                                                                                                                                                                                                                                 | \$15              |
| Chlorine meter calibration                                                                                                                                                                                                                                                                                                | \$20              |
| Lead analysis, sample collected by Reynoldsburg                                                                                                                                                                                                                                                                           | \$15              |
| Copper analysis, sample collected by Reynoldsburg                                                                                                                                                                                                                                                                         | \$15              |

Normal Working Hours are 7:30 AM – 4:00 PM, Monday – Friday

Line repair samples will be accepted 8:00 AM – 2:00 PM, Monday – Thursday

Line repair samples will not be accepted the day before or the day of a holiday

| <u>Holidays Observed</u>   | <u>2016</u> | <u>2017</u> | <u>2018</u> |
|----------------------------|-------------|-------------|-------------|
| New Year's Day             | January 1   | January 2   | January 1   |
| Martin Luther King Jr. Day | January 18  | January 16  | January 15  |
| President's Day            | February 15 | February 20 | February 19 |
| Memorial Day               | May 30      | May 29      | May 28      |
| Independence Day           | July 4      | July 4      | July 4      |
| Labor Day                  | September 5 | September 4 | September 3 |
| Columbus Day               | October 10  | October 9   | October 8   |
| Thanksgiving Day           | November 24 | November 23 | November 22 |
| Christmas Day              | December 26 | December 25 | December 25 |

**Service Department****Nathan Burd****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****RESOLUTION REQUEST**

---

**DATE:**           **September 21, 2015****TO:****RE:**               ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN  
AGREEMENT WITH CT CONSULTANTS FOR PROFESSIONAL  
CONSULTING AND GENERAL ENGINEERING SERVICES.

---

This item will authorize the Mayor to enter into agreement with CT Consultants to serve as our secondary engineering firm for 2016 and 2017. Please see the attached memo and agreement for more information.



**Nathan Burd**  
**Director of Public Service**  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068  
(614) 322-6884  
nburd@ci.reynoldsburg.oh.us

## MEMORANDUM

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Date: September 16, 2015  
To: Reynoldsburg City Council Members  
Re: Contract with CT Consultants for 2016 and 2017

---

We are required to request qualifications from engineering firms every two years prior to authorizing a two year contract for a primary and secondary engineering firm. Our committee received and evaluated submissions in June. EMH&T was the highest scoring firm and will serve as our primary engineering firm for the next two years. CT Consultants was the second highest scoring firm and this legislation will authorize a new two year contract with them for 2016 and 2017.

This agreement is largely the same as our current agreement with CT Consultants and the annual not-to-exceed amount for general engineering services remains \$50,000. Hourly staff fees are outlined on the last page of the agreement (Exhibit B).

Our code requires that this item be introduced to Council by October, but there is no need for it to be marked as an emergency. It can go through the normal legislative process as it will not become effective until January 1, 2016. If you have any questions, please feel free to contact me. Thank you.

**AGREEMENT  
BETWEEN THE CITY OF REYNOLDSBURG, OHIO  
AND THE FIRM OF CT CONSULTANTS, INC.**

- I. **THIS AGREEMENT**, made at the City of Reynoldsburg, Ohio this \_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between the City of Reynoldsburg, 7232 East Main St., Reynoldsburg, OH 43068; hereinafter called the "CITY", and the firm of CT Consultants, Inc., whose office is located at 7965 North High Street, Suite 340, Columbus, Ohio 43235, hereinafter called the "ENGINEER", witnesseth;

**WHEREAS**, the CITY intends to employ a Municipal Engineering Consultant who is a qualified Engineering and Architectural Consulting Firm authorized in the State of Ohio to perform engineering, architectural and surveying services necessary to meet the challenges and needs of the community through the coming years for and on behalf of the CITY as hereinafter set forth; and

**WHEREAS**, said ENGINEER is authorized to practice engineering, architectural and surveying services in the State of Ohio as required by law, holds valid and current certificates of authorization, and currently maintains engineer's professional liability insurance; and

**WHEREAS**, the CITY and the ENGINEER desire that a designated representative of the ENGINEER be appointed to serve as the Municipal Engineering Consultant and provide the services as hereinafter described.

**NOW THEREFORE**, in consideration of these promises, and of the mutual covenants herein set forth, the CITY and the ENGINEER agree as follows:

II. **CONSULTING SERVICES**

- A. The following professional services shall be performed by the ENGINEER for the CITY, either as a matter of routine or upon request of an appropriate CITY official as requested.
1. The attendance by the ENGINEER at Council and Planning Commission meetings, staff meetings, and other public, legislative or administrative meetings as requested.
  2. Provide periodic progress reports of projects under the ENGINEER'S charge stating the condition of the same, together with any other matters of interest concerning same as required by the Mayor, Director of Public Service, or City Council.
  3. Provide consultation as requested with the CITY Administration in the areas of capital planning and to develop strategies for infrastructure improvements and upgrades that would benefit the CITY.
  4. Provide consultation, management and coordination with the City regarding ongoing compliance with Ohio and U.S. EPA regulatory matters.

5. Minor consultation and site inspection(s) with such authorized representatives of the CITY, including consultations with City Council, and coordination with CITY engineering staff; providing such consultation requires no preparation of detailed plans, detailed estimates, or field investigations.
6. Prepare preliminary opinions of probable construction costs for capital improvements along with estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
7. Provide consultation and assistance for Financial Assistance. Services will include the preparation of preliminary opinions of probable construction cost and minor engineering details. Provide the research and investigation necessary to determine what resources are available to fund capital improvement projects.
8. Provide consultation services for construction projects being proposed by private developers in the CITY. Reviews and consultation shall be performed with respect to construction standards and methods; and such review shall verify compliance with CITY standards and codes.

### III. PUBLIC IMPROVEMENTS

- A. The CITY reserves the right to retain and pay for the services of other Consulting Engineer/Architectural Firm(s) for professional engineering/architectural services. It shall be the obligation of the ENGINEER to inform the CITY that a contemplated project is of such nature, scope or complexity that another engineering/architectural firm should be retained to perform the engineering services for the proposed project, in which event, the ENGINEER shall not be liable for the work performed or fees paid to any Consulting Engineer/Architectural Firm(s).
- B. The following professional services shall be performed by the ENGINEER on specific public improvements for the CITY only after such services have been authorized by the CITY and evidence by an addendum to this agreement approved by the City Attorney:
  1. The ENGINEER shall prepare detailed construction plans, specifications, cost estimates and construction proposals for public improvements.
  2. The ENGINEER shall place copies of plans and specifications on view at the City's municipal office and in the ENGINEER'S office for information of equipment and material suppliers; and being available for interviews with prospective bidders during the period of advertisement for construction bids.
  3. The ENGINEER shall assist the CITY in securing, tabulating and evaluating construction bids and furnishing an engineering assessment of the Contractor's capability to perform such public improvement. The ENGINEER will provide the CITY with a recommendation for the lowest and best bid.

4. The ENGINEER shall review and check all detailed construction drawings and all shop and erection drawings and other information submitted by contractors for compliance with design concept and requirements of the contract documents. This performance includes similar checking of laboratory, shop and mill reports of materials and equipment.
5. The ENGINEER shall visit from time to time the site of the work by a duly qualified representative of the ENGINEER throughout the active construction periods for review of the progress and quality of the construction work to assure compliance with the specifications and to provide consultation with CITY representatives. The ENGINEER shall not be responsible for, nor have control of, construction means, methods, techniques, sequences; or for safety programs in connection with the work by the Contractor(s). Consult with the CITY and act as City's representative as provided in the General Conditions of the construction contract.
6. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of the CITY's instructions to the Contractor will be issued through the ENGINEER, which shall have authority to act on behalf of the CITY in dealings with the Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall supervise and direct all Construction Project Representatives and such Construction Project Representatives shall report to and receive their instructions from the ENGINEER relative to the improvements authorized.
7. The ENGINEER shall provide a full-time, resident project representative and assistant; if necessary, who will act as directed by the ENGINEER in order to provide more extensive representation at construction project sites during the construction phase of any project. The duties and responsibilities of the resident project representative and assistant shall be set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference. The furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform the construction work in accordance with the contract documents.
8. The ENGINEER shall provide on-site inspection of private development improvements according to the regulations of the Planning and Zoning Code and other Standards of the City of Reynoldsburg.
9. The ENGINEER shall furnish supplementary detailed working drawings, specifications and written instructions as may be necessary from time to time throughout the construction period to interpret the contract plans and documents and to resolve actual field conditions encountered.

10. The ENGINEER shall check interim and final estimates for payment to contractors.
11. The ENGINEER shall review all operation and performance tests required by the contract specifications.
12. The ENGINEER shall provide recommendations concerning completion and final acceptance of the construction work.
13. If and to the extent that the contract time initially established in a construction contract is exceeded or extended through no fault of the ENGINEER, compensation for services required for administration of the construction contract shall be payable as set forth in Article V.
14. In the event that the CITY employs Architects and/or Engineers other than the ENGINEER to perform design services for a public improvement, but elects to employ the ENGINEER for services during construction as outlined herein, the CITY agrees to pay the ENGINEER as outlined in Article V. Under such conditions, during the construction phase, the ENGINEER shall refer all questions regarding the design of the improvement to the Architect or Engineer, who shall respond to the ENGINEER acting in the place of the CITY. Any modifications or changes to improvement designs necessary to meet construction need shall be the responsibility of the Architect or Engineer. The Architect or Engineer shall prepare such revised drawings and/or specifications pursuant to the design contract with the CITY. If the ENGINEER is requested to prepare design modifications and/or changes or to revise construction drawings, such work shall be specifically authorized by the CITY and payment made as outlined in Article V.
15. When and if the CITY authorizes the ENGINEER to employ others to perform services in accordance with terms of this Agreement, the fee paid to the ENGINEER by the CITY for such services by other shall be actual costs invoiced to the ENGINEER plus 10%.

#### IV. SPECIFICALLY AUTHORIZED SERVICES

The ENGINEER may be required from time to time to provide these services to the CITY at the CITY's request:

- A. Preparation, maintenance and reproduction of specifications and standards for public utilities.
- B. Preparation, maintenance and reproduction of a comprehensive master plan for development of any public utilities.
- C. Furnishing of field investigations, the preparation of studies and reports, and preliminary general plans.
- D. Furnishing land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.



- E. Furnishing of line and grade surveys for the construction of public improvements.
- F. Computation and certification of the amount of special assessments for public improvements as may be required.
- G. Prepare "Record" drawings in digital or hard copy format deemed acceptable by the CITY that reflect actual construction and make documents available upon the request of the CITY.

#### V. COMPENSATION

- A. Compensation for services provided by the ENGINEER shall be paid on an hourly basis, except for plan reviews, which shall be lump sum. Exhibit "B" provides an hourly rate schedule for most personnel classifications and is considered a part of this Agreement.
- B. Payments for the aforesaid professional services are to be paid monthly by the CITY upon receipt of a detailed statement of time and expenses from the ENGINEER.
- C. Compensation for services rendered under Article II shall not exceed \$50,000 annually without separate approval by the City Council.

#### VI. PERFORMANCE BY CITY

- A. This proposal is based upon the understanding that the CITY, without expense to the ENGINEER, will:
  - 1. Make available to ENGINEER all information, reports and other data in its files that are pertinent to the work herein proposed.
  - 2. Provide all test borings or other soils investigations which are required for the proper design of the improvements, unless otherwise agreed upon.
  - 3. Furnish testing laboratory services for inspection and testing materials and/or equipment as may be necessary to assure compliance with contract specifications, unless otherwise agreed upon.
  - 4. Furnish all legal and/or land appraisal services which may be required.

#### VII. TERMINATION

In the event the CITY or the ENGINEER desires to terminate the Agreement, it will be effective thirty (30) days after notification by the party desiring to terminate. All other services shall cease at the end of thirty (30) days. The ENGINEER shall return to the CITY all maps, drawings and other CITY records.

**VIII. TERM**

The term of this Agreement shall begin on the date of this Agreement as set forth in Article I, above, and shall terminate on December 31, 2017, unless otherwise extended in writing upon mutual agreement of both Parties.

**IX. INSURANCE****A. COVERAGE AND LIMITS OF LIABILITY:**

CT shall provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

|                                                  |             |
|--------------------------------------------------|-------------|
| General Aggregate                                | \$2,000,000 |
| Products – Completed Operations Aggregate        | \$1,000,000 |
| Personal and Advertising Injury                  | \$1,000,000 |
| Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| Fire Legal Liability                             | \$50,000    |
| Each Occurrence                                  | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of CT.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract:

|                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

The policy shall be endorsed to include the following additional insured language: "The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the involving automobiles owned, leased, hired or borrowed by the Contractor".

### 3. **Worker's Compensation and Employers' Liability**

CT shall at all times during the term of this contract subscribe to and comply with the Worker's Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said Act. It shall furnish at the time of delivery of this contract and at such other times as may be requests, a copy of the official certificate of receipt showing the payment hereinbefore referred.

#### B. **ADDITIONAL INSURANCE REQUIREMENTS:**

The policies shall include, or be endorsed to include, the following provisions:

1. The City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by CT, even if those limits of liability are in excess of those required by this Contract.
2. CT's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the CT shall not be limited to the liability assumed under the indemnification provisions of this Contract.

#### C. **NOTICE OF CANCELLATION:**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Reynoldsburg. Such notice shall be sent directly to Nathan Burd, Director of Public Service, City of Reynoldsburg, 7232 E. Main St., Reynoldsburg, OH 43068 and shall be sent by certified mail, return receipt requested.

#### D. **ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the City of Reynoldsburg with an "A.M. Best" rating of not less than A-VII. The City of Reynoldsburg in no way warrants that the above-required minimum insurer rating is sufficient to protect CT from potential insurer insolvency.

#### E. **VERIFICATION OF COVERAGE:**

CT shall furnish the City of Reynoldsburg with certificates of insurance (ACORD form or equivalent approved by the City of Reynoldsburg) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the City of Reynoldsburg before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Nathan Burd, Director of Public Service, City of Reynoldsburg, 7232 East Main St., Reynoldsburg, OH 43068. The City of Reynoldsburg project/contract number and project description shall be noted on the certificate of insurance. The City of Reynoldsburg reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:**

CTs' certificate(s) shall include all subcontractors as insureds under its policies or CT shall furnish to the City of Reynoldsburg separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:**

Any modification or variation from the insurance requirements in this Contract shall be subject to approval by the City, whose decision shall be final.

**H. EXCEPTIONS:**

In the event CT or sub-contractor(s) is/are a public entity and is/are self insured, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance.

**X. INDEMNIFICATION:**

CT shall indemnify, defend, save and hold harmless the City of Reynoldsburg, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property proximately caused, or alleged to be caused solely by the negligent acts or omissions or intentional misconduct of CT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered against the City of Reynoldsburg under the Workers' Compensation Law, Public Records Act, or proximately caused by CT's violation of applicable federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising from the sole or partially negligent acts or intentional misconduct or omissions of the Indemnatee, be indemnified by CT from and

against any and all claims that are proximately caused by the negligent acts or omissions or intentional misconduct of CT. Under no circumstance shall CT be liable to indemnitee or any other person firm or entity, for any greater share of damages costs or expense than is directly attributable to its judicially determined percentage of fault. Furthermore, CT does not by this indemnification clause waive or forego its rights of contribution or indemnity against any person firm or entity. It is agreed that CT will be responsible for primary loss investigation, defense and judgment costs only if it has been legally established that CT is liable under this indemnification. In consideration of the award of this contract, CT agrees to waive all rights of subrogation against the City of Reynoldsburg, its officers, officials, agents and employees for damages solely and proximately resulting from its negligent acts or omissions or intentional misconduct in the performance of the work for the City of Reynoldsburg.

**XI. OHIO ELECTIONS LAW:**

ENGINEER affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

**XII. CONTROLLING LAW:**

This agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The ENGINEER further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

**XIII. TAXES:**

The City is a tax exempt entity and shall provide a tax exempt certificate to the ENGINEER. The ENGINEER agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this contract.

**XIV. SPECIFIC TO SUBCONTRACTORS:**

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. ENGINEER shall be and remain solely responsible to the CITY for the acts ENGINEER performs or faults of and sub-CONTRACTOR and of any sub-CONTRACTOR'S officers, agents or employees.

- C. ENGINEER shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

**CITY OF REYNOLDSBURG, OHIO**

By: \_\_\_\_\_

Brad McCloud  
Mayor

**CT CONSULTANTS, INC.**

By: \_\_\_\_\_

J. Wesley Hall, P.E.  
Vice President

**APPROVED AS TO FORM**

\_\_\_\_\_  
James E. Hood, Esq.  
City Attorney

Attachment: CT Memo and Agreement (1180 : CT Consultants Contract for 2016 & 2017)

**EXHIBIT A****Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Section III.B.7 of the Agreement is herein amended and supplemented to include the following agreement of the Parties:

**A1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - 4. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
    - b. Assist Engineer in serving as the City's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.



- c. Assist in obtaining from City additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
  - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
  - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Participate in a final inspection in the company of Engineer, City, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize City to occupy the Project in whole or in part.

**EXHIBIT B**

**City of Reynoldsburg**  
**Hourly Billing Rate Schedule**  
**Contract Term 1/1/16 through 12/31/17**

A schedule of hourly billing rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested by the City of Reynoldsburg. CT Consultants offers these skills in-house over a wide range of staff so it is not possible to provide a single hourly rate for each classification that is appropriate and representative of all within the specific classification.

| Employee Classification            | Ranges of Hourly Rates <sup>(1)</sup> |               |                     |
|------------------------------------|---------------------------------------|---------------|---------------------|
|                                    | 2016                                  | 2017          | 2018 <sup>(2)</sup> |
| Engineer 1                         | \$69 - \$75                           | \$71 - \$77   | \$73 - \$79         |
| Engineer 2                         | \$74 - \$90                           | \$76 - \$93   | \$79 - \$96         |
| Engineer 3                         | \$85 - \$101                          | \$87 - \$104  | \$90 - \$107        |
| Engineer 4                         | \$95 - \$133                          | \$98 - \$137  | \$101 - \$141       |
| Engineer 5                         | \$127 - \$186                         | \$131 - \$192 | \$135 - \$197       |
| Engineer Co-op                     | \$37 - \$43                           | \$38 - \$44   | \$40 - \$45         |
| Designer                           | \$85 - \$117                          | \$87 - \$120  | \$90 - \$124        |
| Professional Surveyor/Coordinator  | \$106 - \$117                         | \$109 - \$120 | \$112 - \$124       |
| Surveying Assistant                | \$69 - \$85                           | \$71 - \$88   | \$73 - \$90         |
| 1-Man Survey Crew                  | \$80 - \$106                          | \$82 - \$109  | \$84 - \$113        |
| 2-Man Survey Crew                  | \$132 - \$165                         | \$136 - \$169 | \$140 - \$175       |
| CAD Technician                     | \$69 - \$82                           | \$71 - \$84   | \$73 - \$87         |
| GIS Specialist                     | \$74 - \$85                           | \$76 - \$88   | \$79 - \$90         |
| Landscape Architect                | \$90 - \$101                          | \$93 - \$104  | \$96 - \$107        |
| Chief Architect/CBO/Plans Examiner | \$170                                 | \$174         | \$180               |
| Architect 3/Plans Examiner         | \$90 - \$101                          | \$93 - \$104  | \$96 - \$107        |
| Architect 2                        | \$74 - \$90                           | \$76 - \$93   | \$79 - \$96         |
| Construction Project Manager       | \$85 - \$117                          | \$87 - \$120  | \$90 - \$124        |
| Construction Representative 1      | \$55 - \$69                           | \$57 - \$71   | \$59 - \$73         |
| Construction Representative 2      | \$69 - \$85                           | \$71 - \$88   | \$73 - \$90         |
| Construction Representative 3      | \$85 - \$106                          | \$87 - \$109  | \$90 - \$113        |
| Contract Document Coordinator      | \$69 - \$85                           | \$71 - \$88   | \$73 - \$90         |
| Public Finance Analyst             | \$90 - \$101                          | \$93 - \$104  | \$96 - \$107        |
| Officer                            | \$143                                 | \$147         | \$152               |

- (1): The classifications include a variety of disciplines including structural, highway, bridge, traffic, electrical, and mechanical disciplines. Therefore, a range must be provided. Billing rates include direct labor rates, overhead, and profit. The City will be invoiced based on the actual hourly rate of the individuals assigned to the various tasks. Reimbursable expenses (milage, reproduction, etc.) will be billed separately.
- (2): 2018 rates are provided to cover any assignment(s) in progress at the end of 2017 that may extend into 2018 for completion.

**Police Department****James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

---

**DATE:**           **September 21, 2015****TO:**             **Finance Committee****RE:**             Removal of Item FA 1811 Speed Trailer from the Fixed Asset List

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The Reynoldsburg Division of Police request for Council to approve the removal of Item FA 1811 Speed Trailer from the fixed asset list. This item is broken and cannot be repaired.

**City Auditors Office****Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

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**DATE:** September 21, 2015  
**TO:** City Auditors Office  
**RE:** Accept the Rates Licking County

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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: To meet Statutory Requirement

Attachment: 20150908092503076 (1151 : Approve Rates Licking County)  
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
**BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES**  
**AND CERTIFYING THEM TO THE COUNTY AUDITOR**  
(CITY COUNCIL)

Revised Code, Secs., 5705.34-5705.35

The Council of the City of **Reynoldsburg**, Licking  
County, Ohio, met in \_\_\_\_\_ session on the \_\_\_\_\_ day of \_\_\_\_\_,  
(Regular or Special)  
\_\_\_\_\_, at the office of \_\_\_\_\_ with the following members  
present:

Mr. \_\_\_\_\_ moved the adoption of the following Resolution:

for the next succeeding fiscal year commencing January 1st, 2016; and

WHEREAS, The Budget Commission of Licking County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; therefore be it

RESOLVED, By the Council of the City of **Reynoldsburg**

Licking County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of Said County,



Mr. \_\_\_\_\_ seconded the Resolution and the roll being called

in its adoption the vote resulted as follows:

Mr. \_\_\_\_\_,

Mr. \_\_\_\_\_,

Mr. \_\_\_\_\_,

Mr. \_\_\_\_\_,

Mr. \_\_\_\_\_,

Mr. \_\_\_\_\_,

Mr. \_\_\_\_\_,

Adopted the \_\_\_\_\_ day of \_\_\_\_\_,

Attest:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

The State of Ohio, Licking County, ss.

I, \_\_\_\_\_, Clerk of the Council of the City of **Reynoldsburg**  
within and for said County, and in whose custody the Files and Records of said Council are required by  
Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the  
original \_\_\_\_\_  
\_\_\_\_\_

now on file, that the foregoing has been compared by me with said original document, and that the same  
is a true and correct copy thereof,

WITNESS my signature, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C., or at such later date as may  
be approved by the Board of Tax Appeals.

## SCHEDULE A

|              |              |              |
|--------------|--------------|--------------|
|              | <u>Taxes</u> | <u>Total</u> |
| GRAND TOTALS | 123,638      | 0.700        |

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

| FUND | Co. Auditor's Est.<br>of Yield of Levy |
|------|----------------------------------------|
|------|----------------------------------------|

GENERAL FUND:

Current Expense Levy authorized by voters on  
not to exceed        years.

SPECIAL LEVY FUNDS:

Levy authorized by voters on  
not to exceed        years.

|        |   |
|--------|---|
| TOTALS | 0 |
|--------|---|

## **Clerk of Council**

**April Beggerow**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6836 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **September 21, 2015**

**TO:**             **Finance Committee**

**RE:**             ORDINANCE Repealing and Replacing Ordinance No. 74-15 Passed September 14, 2015 which read “ORDINANCE AWARDING DEPOSITS OF PUBLIC FUNDS AND DECLARING AN EMERGENCY” and declaring an emergency.

---

Emergency/Suspension:       Emergency

Statement of necessity: To have the agreements in place.

Section 3 or Ordinance 74-15 which read:

SECTION 3. That active deposits of the City of Reynoldsburg be awarded to PNC Bank in accordance with Section 7.06 (b) (3) of the Charter of the City of Reynoldsburg.

Should read:

SECTION 3. That active deposits of the City of Reynoldsburg be awarded to ~~PNC Bank~~ **Heartland Bank** in accordance with Section 7.06 (b) (3) of the Charter of the City of Reynoldsburg.

Request Council Repeal and Replace Ordinance 74-15 to reflect the correct information.

Corrected version attached.

ORDINANCE NO. \_\_\_\_

PASSED: \_\_\_\_\_

## ORDINANCE AWARDING DEPOSITS OF PUBLIC FUNDS AND DECLARING AN EMERGENCY

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

SECTION 1. That in accordance with Section 7.06 (b) (2) of the Charter of the City of Reynoldsburg, inactive, interim and active deposits of the City of Reynoldsburg, shall be and are hereby defined as defined in Chapter 135 of the Ohio Revised Code.

SECTION 2. That the interim deposits of the City of Reynoldsburg be awarded to 5/3 Securities, Inc.; J.P. Morgan Chase Bank; Heartland Bank; WesBanco; UBS Financial Services; Raymond James; D.A. Davidson; Stifel Nicolaus.

SECTION 3. That active deposits of the City of Reynoldsburg be awarded to ~~PNC Bank~~ **Heartland Bank** in accordance with Section 7.06 (b) (3) of the Charter of the City of Reynoldsburg.

SECTION 4. That designation of the above depositories shall be for the five-year period beginning March 1, 2015 and ending February 29, 2020, in accordance with Section 135.12 of the Ohio Revised Code.

SECTION 5. That the Mayor is hereby authorized to execute Agreements for Deposit of Public Funds with 5/3 Securities, Inc.; J.P. Morgan Chase Bank; Heartland Bank; WesBanco; UBS Financial Services; Raymond James; D.A. Davidson; Stifel Nicolaus.

SECTION 6. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have agreements in place; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

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

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

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
Bradley L. McCloud, Mayor

Attachment: Repeal &amp; Replace 74-15 Ordinance Awarding Deposits of Public Funds (1167 : Repeal &amp; Replace 74-15)

## CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. \_\_\_\_\_ as passed by Council of said City on the \_\_\_\_\_ day of September, 2015 and as recorded in the Record of Proceedings of said Council.

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

Filed with Mayor: \_\_\_\_\_

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





**Police Department****James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

---

**DATE:** September 21, 2015

**TO:** Finance Committee

**RE:** ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED  
GENERAL FUND TO ACCOUNT 110.111.5362 (Equipment  
Maintenance) FOR DONATED MONIES RECEIVED.

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The Reynoldsburg Division of Police request to transfer \$100.00 from the general fund to account 110.111.5632 for donations made to the motorcycle unit.

|                             |                |
|-----------------------------|----------------|
| <i>Gary and Karen Knapp</i> | \$50.00        |
| <i>Roger Shull</i>          | \$10.00        |
| <i>Greg Osbourne</i>        | <u>\$40.00</u> |

**TOTAL    \$100.00**

**Service Department****Nathan Burd****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****RESOLUTION REQUEST**

---

**DATE:**           **September 21, 2015****TO:**             **Finance Committee****RE:**             ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN  
AGREEMENT WITH EVANS, MECHWART, HAMBLETON &  
TILTON, INC., ("EMH&T") FOR PROFESSIONAL CONSULTING  
AND STRUCTURAL ENGINEERING SERVICES.

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Please see attached memo and contract. This item will allow us to utilize EMH&T as our primary engineering firm for 2016 and 2017.



Nathan Burd  
Director of Public Service  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068  
(614) 322-6884  
nburd@ci.reynoldsburg.oh.us

## MEMORANDUM

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Date: August 25, 2015  
To: City Council Members  
Re: Contract with EMH&T for 2016 and 2017

---

We are required to request qualifications from engineering firms every two years prior to authorizing a two year contract for a primary and secondary engineering firm. Our committee received and evaluated submissions in June. EMH&T was the highest rated firm and the attached contract will enable us to utilize them as our primary firm for general engineering needs for 2016 and 2017.

We have been very pleased with EMH&T over the last two years. Their work has been instrumental in significant projects, including the Brice Road Improvement Project, the 2015 street program, assisting the city's applications for OPWC grants, water line replacement, and general day-to-day engineering needs. We are particularly pleased with their responsiveness whenever they are needed. The city is receiving prompt, professional service from EMH&T.

The attached agreement is largely the same as our current agreement. The annual not-to-exceed amount spent on their services remains \$75,000. Hourly fees will remain the same in 2016 as the current contract and several fees will change minimally in 2017 (outlined on page 16 of the agreement).

Our code requires that this item be introduced to Council by October. This item can go through the normal legislative process as it will not become effective until January 1, 2016. If you have any questions, please feel free to contact me. Thank you.

Attachment: EMHT 2016 2017 (1147 : EMH&T Contract for 2016 and 2017)

# PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF REYNOLDSBURG

and

EMH&T, Inc.

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2015, between the CITY OF REYNOLDSBURG, with its main office located at 7232 East Main Street, Reynoldsburg, Ohio 43068 (CITY) and EMH&T, Inc., an Ohio Corporation with its main office located at 5500 New Albany Road, Columbus, Ohio 43054 (CONSULTANT). This agreement shall be in effect until December 31, 2017.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

## **PART 1 - SERVICES OF THE CONSULTANT**

### **1.01. General Consultation / City Engineer Services**

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Department, and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
  1. City Council / Committee Meetings (2 per month)
  2. Staff Meeting (1 per month)
  3. Other Departmental Meetings (3 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
  1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
  2. Preparation of preliminary cost estimates.

Attachment: EMHT 2016 2017 (1147 : EMH&T Contract for 2016 and 2017)

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
  - G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
  - H. Coordination with outside agencies and project partners to include MORPC, Franklin County, City of Columbus, Licking County, Township(s), Etc.
  - I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
  - J. CONSULTANT will maintain and update the City Zoning Map and City Address Map upon request of CITY.
  - K. CONSULTANT will provide record storage and maintenance of record plans, city maps, and other project generated data. Both physical and electronic data will be stored by CONSULTANT and made available to CITY upon request.
  - L. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

#### **1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services**

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager",

whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.

- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
  2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
  3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
  4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
  5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
  6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
  7. The CONSULTANT shall furnish full-time resident field personnel as the work requires. The construction representative(s) shall spend their full-time on the work beginning when the construction contractor starts construction and ending when all work under the construction contract is completed to the satisfaction of CITY.
  8. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
  9. Advise and recommend to the CITY in the matter of testing materials and reviewing laboratory results.
  10. Track quantities and prepare pay estimates for construction work in conformance with the conditions of each contract.
  11. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

### **1.03. Development Reimbursed Services**

- A. CONSULTANT will provide CITY with the following services which are to be reimbursed through application fees and developer deposits under the City of Reynoldsburg Development Handbook:



1. Private site improvement plan reviews.
2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
3. Construction observation services.
4. Monitor placement and maintenance of storm water and erosion control measures.
5. Project punchlist and warranty services

## **PART 2 – CITY’S RESPONSIBILITIES**

### **2.01. CITY’s Responsibilities**

- A. The CITY shall provide full information, which shall set forth the CITY’s objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

## **PART 3 – GENERAL CONSIDERATIONS**

### **3.01. Standards and Parameters of Performance**

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY’s prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY’s responsibilities or to CONSULTANT’s scope of services, times or performance, or compensation.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor’s work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor’s work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor’s furnishing and performing the work.

- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

### **3.02. Subcontracting/Assignments/Liability**

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

### **3.03. Unresolved Findings for Recovery**

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

### **3.04. Ethics and Drug Free Workplace**

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

### **3.05. Ohio Elections Law**

CONSULTANT affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

### **3.06. Taxes**

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this Contract.

### **3.07. Use of Documents**

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies

owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.

- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

### 3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

### 3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
  - 1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
  - 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.
  - 3. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - 4. Professional Liability: Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an

endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF REYNOLDSBURG.

- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

### 3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

### 3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement by giving written notice.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

### 3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of

the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.

- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Attorney, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.
- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

### **3.13. Entire Agreement; Waiver**

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

### **3.14. Headings**

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

### **3.15. Severability**

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

### **3.16. Controlling Law**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.



## **PART 4 – PAYMENTS TO CONSULTANT**

### **4.01 Fee for General Consultation Services**

CITY agrees to compensate CONSULTANT an annual amount not to exceed **Seventy-five Thousand Dollars and no cents (\$75,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

### **4.02. Direct Personnel Expense**

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

### **4.03. Reimbursable Expenses**

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
  - 1. Expense of transportation in connection with travel required to carry out the scope of services;
  - 2. Long-distance communications;
  - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
  - 4. Reproductions; and
  - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

### **4.04. Payment of Invoices**

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

### **4.05. Independent Consultant/Employment Taxes**

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from

any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.

- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

City of Reynoldsburg, Ohio  
General Engineering and Professional Services

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

**City Of Reynoldsburg (CITY)**

**EMH&T, Inc. (CONSULTANT)**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Authorizing Agent

Name: Brad McCloud

Name: Sandra C. Doyle-Ahern

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of Council

Name: April Beggerow

Date: \_\_\_\_\_

Ordinance: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Attachment: EMHT 2016 2017 (1147 : EMH&T Contract for 2016 and 2017)



City of Reynoldsburg, Ohio  
General Engineering and Professional Services

EXHIBIT A  
General Project Proposal Format

Attachment: EMHT 2016 2017 (1147 : EMH&T Contract for 2016 and 2017)

City of Reynoldsburg, Ohio  
General Engineering and Professional Services

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

### **STUDY AND REPORT PHASE**

Prepare studies and analysis and reports as directed by CITY's project representative.

### **DESIGN PHASE**

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

### **CONSTRUCTION PHASE**

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

### **ADDITIONAL SERVICES**

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

### **ANTICIPATED HOURS/COMPENSATION**

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.C of this contract.

Attachment: EMHT 2016 2017 (1147 : EMH&T Contract for 2016 and 2017)

City of Reynoldsburg, Ohio  
General Engineering and Professional Services

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

### **SCHEDULE**

Provide schedule of services.

EXHIBIT B  
Rate Schedule

Attachment: EMHT 2016 2017 (1147 : EMH&T Contract for 2016 and 2017)

### **Exhibit B – Rate Schedule**

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

| Description                                                     | CY 2016 Rates      | CY 2017 Rates      |
|-----------------------------------------------------------------|--------------------|--------------------|
| <b>Labor Rates</b>                                              |                    |                    |
| Principal                                                       | \$150              | \$150              |
| Senior Engineer/ Project Manager                                | \$120              | \$130 *            |
| Engineer II                                                     | \$105              | \$110 *            |
| Engineer I                                                      | \$85               | \$90 *             |
| Engineer Aide                                                   | \$78               | \$78               |
| Senior Surveyor                                                 | \$105              | \$105              |
| Surveyor II                                                     | \$90               | \$90               |
| Surveyor I                                                      | \$80               | \$80               |
| Senior Environmental Scientist                                  | \$98               | \$98               |
| Environmental Scientist II                                      | \$86               | \$86               |
| Environmental Scientist I                                       | \$70               | \$70               |
| Senior Planner                                                  | \$98               | \$98               |
| Landscape Architect / Planner                                   | \$85               | \$85               |
| Project Designer II                                             | \$72               | \$82 *             |
| Project Designer I                                              | \$66               | \$70 *             |
| Senior Construction Representative                              | \$110              | \$115 *            |
| Resident Project Representative II                              | \$70               | \$75 *             |
| Resident Project Representative I                               | \$60               | \$60               |
| Survey Field Crew                                               | \$144              | \$144              |
| Administrative / Clerical                                       | \$55               | \$60 *             |
| <b>Reimbursable Expenses</b>                                    |                    |                    |
| Stakes, prints, postal, special deliver and miscellaneous items | At Cost            | At Cost            |
| Mileage                                                         | Current IRS Rate   | Current IRS Rate   |
| Filing fees, subconsultant services, permitting fees, etc.      | Actual Fee Plus 5% | Actual Fee Plus 5% |

\* Indicates an increase in rate between 2016 and 2017

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.