



**FINANCE COMMITTEE - BARTH COTNER
MONDAY SEPTEMBER 12, 2016**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SERVICE
COMMITTEE MEETING**

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

President: DOUG JOSEPH

Ward Members: Ward I – Stephen M. Cicak
Ward II – Brett Luzader
Ward III – Marshall Spalding
Ward IV - Mel Clemens

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

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Luzader
Safety: Chmn Long, Cicak, Luzader, Spalding
Service: Chmn Clemens, Luzader, Spalding, Cicak
Finance: Chmn Cotner, Long, Clemens, 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 – July 25, 2016
 - b. Finance Committee – Special Committee Meeting – September 7, 2016
4. Discussion
 - *a. 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.
 - *b. 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.
 - *c. ORDINANCE REQUESTING COUNCIL APPROPRIATE \$28,050.00 FROM THE UNAPPROPRIATED CIP FUND AND DECLARING IT AN EMERGENCY.
 - *d. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 157.02 EXAMINATIONS; PREFERENCES; SENIORITY OF Chapter 157 CIVIL SERVICE COMMISSION, AND DECLARING AN EMERGENCY.
 - *e. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH TOOLE & ASSOCIATES FOR PROFESSIONAL PLAN REVIEW AND INSPECTION SERVICES AND DECLARING AN EMERGENCY.
 - *f. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH FEINKNOPH MACIOCE SCHAPPA ARCHITECTS FOR PROFESSIONAL PLAN REVIEW SERVICES, AND DECLARING AN EMERGENCY.

- *g. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS FOR PROFESSIONAL PLAN REVIEW SERVICES, AND DECLARING AN EMERGENCY.

- h. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE BOARD OF HEALTH OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT FOR HEALTH SERVICES FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

- i. ORDINANCE TO AMEND THE “CITY OF REYNOLDSBURG, OHIO PERSONNEL POLICY AND PROCEDURE MANUAL” ADOPTED BY ORDINANCE NO. 14-03 PASSED MARCH 10, 2003 AND AS SUBSEQUENTLY AMENDED (Various Sections).

*Emergency Passage Requested.



**FINANCE COMMITTEE - BARTH COTNER
MONDAY JULY 25, 2016**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS
MEETING**

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

1. Call to Order

PRESENT: Clemens, Cotner, Long, Skinner, Joseph
ABSENT:

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Finance Committee – Committee Meeting – July 11, 2016

Minutes stand approved.

4. Discussion

a. Request to Purchase TriTech Consolidation Software Initiative Purchase

Chief O'Neill: Thank you Chairman Cotner and members of Council. What's before you is a proposal that we would like to move forward with. It's the purchase of new records management software from a company called TriTech. TriTech is a fairly large player in this market and in fact, they just purchased the company that now services our records management EmergeTech who at one point was located down at the 6400 block and that's how we kind of partnered with them shortly after the police building was erected. We were used as a sort of a show piece for Emerge Tech that would bring perspective clients down to look at their products in use and they gave us a pretty good deal on the software when we initially purchased it. Since that time, first off this software is starting to show signs of age, it's not as current as we would like and we have been looking at ways to upgrade over the past several years. We were a little bit behind the eight ball because I think our IT capabilities aren't what some other municipalities have and because of that we were a little bit reluctant to spend the type of money that this sort of upgrade requires until we were certain the product we were going to get was going to work as advertised and until now, I don't think we were in a position to move forward. This particular product through TriTech is the same version of the same software that's currently in use by the City of Gahanna, the City of Whitehall and the City of Bexley. By moving forward with a sole source and purchasing this particular brand of software, we would be able to link together with three

Minutes Acceptance: Minutes of Jul 25, 2016 8:00 PM (Approval of Minutes)

other agencies on the east side of Franklin County and be able to share information, share databases, be able to compare and consolidate crime reporting so instead of this snapshot that is just Reynoldsburg, we'd be able to see crime trends throughout the east side. Since we were in the market for an upgrade, it seemed only logical that we partner with these agencies and try to consolidate our efforts. This is also consistent with the other moves that our department has made or is planning to make, namely, we've upgraded our radio system to allow us to talk through the 800mhz system to those three agencies. We are also, not necessarily of our own volition, but we are being forced to consolidate a 911 answering point with another, just to give you a little background, the Franklin County Commissioners are only going to fund 2 answering points in Central Ohio. We knew that Columbus was going to be one of them and we were pretty sure that Franklin County Sheriff's Department was going to have another one and at that point, Gahanna was able to partner with the Mech that handles dispatching for fire services and kind of consolidate efforts there and are giving us an opportunity to piggy back on that, it sounds really complicated, I wish I could do it more justice as far as the clarification concerns, but basically we are no longer going to be our own. There should be a fairly seamless change and it shouldn't really affect the overall operation if a person in Reynoldsburg next year calls 911 its still going to ring in our building. There shouldn't be a delay of any measurable time, maybe a matter of a fraction of a second or second to hit their switch and be transferred over to us. But we're not going to be burdened with maintaining our own equipment, paying for our own service agreements and that sort of thing, so there will be a cost savings down the line but this is sort of all in the same vein of connecting the same agencies and allowing our capabilities to reach out to Gahanna, to Whitehall, to Bexley. We thought at one point New Albany was also going to be on board, but they kind of drifted towards the Licking County Sheriff's Department and I think they interact with them probably more than they do with us anyway. We're looking at basically four local agencies getting together and the next step in it is this particular program.

Mr. Long: Quick question Chief. And the fund source?

Chief O'Neill: It's going to come out of our Special Law Enforcement funds that we have. We still have a balance of in the neighborhood of \$370-375 thousand depending on what's in the pipeline as far as forfeitures are concerned right now. This particular project, I believe we are asking for \$212,267 and that includes a \$7,000 which includes overrun. So we're looking at \$205,000 just for this particular software but it should upgrade our capabilities and this particular program will not only allow us to do our mobile reporting and handle our reports the way it does, there are also components involved in this that manages our property room, manages our mug shots, again the mug shots that we will be very easily able to share with Whitehall, Gahanna, Bexley, so if we are looking for a person or we have someone, we can access their databases and they can do the same for ours.

Mr. Luzader: I notice our contract with EmergiTech expires the end of the year. So all of the training and software will be in place by the end of the year?

Chief O'Neill: We are hoping it will be. We would like to move forward and get the ball moving on this sometime in October. We realize that this change is not going to be a turn it on type of thing. We have a commitment from the Deputy Chief at Gahanna who is very

familiar with this to send some of their people down to help and sort of mass train our people and lesson the learning curve on this. If we're not quite ready to throw the switch, which we do have the option of extending our Emergitec, we own the software, its a maintenance contract and if we have to extend that for a short time frame, and again, remember Emergitech was just purchased by TriTech, so if we ask for a little bit of help or a little bit of relief, I'm sure we could probably work something out.

Mr. Cotner: I just want to confirm timing on this, how quickly do you need to move, especially with us going into recess?

Chief O'Neill: Since this is a sole source and we are asking for a little bit of an expectation for how we go out and spend our \$212,000, we weren't as concerned at moving at the rate where we would ask for an emergency. They're aware of what we're doing, we are keeping them up to speed. I think they're getting the product and a program ready to launch as soon as we move forward with a vote but at this point I don't see the need for an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/12/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- b. Ordinance Authorizing Mayor to Enter into Agreement for Reimbursement to the Mid-Ohio Regional Planning Commission for the Livingston Avenue Improvement Project; Appropriating Funds; and Declaring an Emergency

Mr. Sampson: Thank you Chairman Cotner. This reimbursement is to cover administrative costs to MORPC incurred for the Livingston Avenue Improvement Project.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/12/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- c. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 732.06 Nonpayment of Chapter 732 Rates for Residential Collection and Disposal of Garbage, Refuse, Recyclables, and Yard Waste. . (First Reading 7/25/2016).

Mr. Hood: I told you all last time, I need to have the sections amended, the language will not change, the clerk will prepare that and get it to your packets so you have the proper so you have the proper numbers before you pass the ordinance.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 9/12/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	



**FINANCE COMMITTEE - BARTH COTNER
WEDNESDAY SEPTEMBER 7, 2016**

**SPECIAL COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE
PREVIOUS MEETING**

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

I. Call to Order

PRESENT: Clemens, Cotner, Long, Skinner
ABSENT:

II. Discussion

- a. Motion to Amend the Schedule of the FINANCE Committee from the First and Third Monday of the Month to the Second and Fourth Monday of the Month Unless Such Day is a Nationally Recognized Holiday, in Which Case, the Meeting May be Held on the Immediately Succeeding Tuesday, Beginning September, 2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Chris Long, At Large
AYES:	Clemens, Cotner, Long, Skinner

Minutes Acceptance: Minutes of Sep 7, 2016 10:05 AM (Approval of Minutes)

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

DATE: **September 12, 2016****TO:** **Finance Committee****RE:** 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

Emergency/Suspension: Emergency**Reason For Emergency:** Financial needs of the City's government**Statement of necessity:** To meet Statutory Requirement

Please see attached details.

Budget Commission

Franklin County • Ohio

Edward J. Leonard
Treasurer

Ronald J. O'Brien
Prosecuting Attorney

Clarence E. Mingo II
Auditor

TO: POLITICAL SUBDIVISIONS & LIBRARIES WITH A LEVY

FROM: KERRI L. RITCHIE, CLERK *KLR*

RE: OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

DATE: AUGUST 31, 2016

Kerri L. Ritchie
Clerk

Enclosed are the following documents:

1. 2017 Official Certificate of Estimated Resources
2. Resolution Accepting the Amounts and Rates Authorizing the Necessary Tax Levies
3. 2017 Local Government Fund Estimates

The Resolution Accepting the Amounts and Rates must be voted on and adopted by your respective governing body and returned to this office on or before the first day of October (O.R.C. 5705.34). The amounts on this resolution **include** the real property state reimbursement for rollback and homestead. In the event your subdivision passes a levy in November and/or has a bond rate to be set by the Budget Commission, an "Amended Resolution Accepting the Amounts and Rates Authorizing Necessary Tax Levies" will be forwarded to you in late December or early January.

The Real Estate & Public Utility tax levy revenue estimates appearing on your Official Certificate are based on 2015 valuation data and new construction as of January 1, 2016. The Official Certificate takes into account the "make whole" provisions as provided by the Ohio Department of Taxation. These values do not take into account any changes associated with the triennial update.

Levies expiring in 2016 have been removed. Levies to be voted on in November 2016 are not included.

It should be noted that current tax revenue estimates may increase or decrease when actual valuation and effective tax rate data become available in December.

If you have any questions, please do not hesitate to contact me at 525-3743 or 525-3211.

Enclosures

FORM PRESCRIBED BY BUREAU OF INSPECTION AND
SUPERVISION OF PUBLIC OFFICES, NO. 139. REV. 4-85

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV. CODE, SEC. 5705.36

OFFICE OF BUDGET COMMISSION, FRANKLIN COUNTY, OHIO
August 8, 2016

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

THE FOLLOWING IS THE OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES FOR THE FISCAL YEAR
BEGINNING JANUARY 1ST, 2017, AS REVISED BY THE BUDGET COMMISSION OF SAID COUNTY, WHICH SHALL GOVERN
THE TOTAL OF APPROPRIATIONS MADE AT ANY TIME DURING SUCH FISCAL YEAR:

(516) FUND	UNENCUMBERED		TAXES	OTHER SOURCES	TOTAL
	BALANCE	JANUARY 1ST 2017			
GOVERNMENTAL FUND TYPE					
GENERAL FUND	4,876,703.00		244,614.71	15,076,630.81	20,197,948.52
SPECIAL REVENUE FUND	2,607,850.00		181,277.02	2,308,982.39	5,098,109.41
DEBT SERVICE FUND	1,705,443.00		0.00	2,474,400.00	4,179,843.00
CAPITAL PROJECTS FUND	1,124,320.00		0.00	390,000.00	1,514,320.00
*SUBTOTAL	10,314,316.00		425,891.73	20,250,013.20	30,990,220.93
PROPRIETARY FUND TYPE					
ENTERPRISE FUND	4,656,820.00		0.00	15,892,500.00	20,549,320.00
INTERNAL SERVICE FUND	0.00		0.00	0.00	0.00
*SUBTOTAL	4,656,820.00		0.00	15,892,500.00	20,549,320.00
FIDUCIARY FUND TYPE					
EXPENDABLE TRUST FUND	0.00		0.00	0.00	0.00
NON-EXPENDABLE TRUST FUND	0.00		0.00	0.00	0.00
AGENCY FUND	928,804.00		0.00	2,472,250.00	3,401,054.00
FIDUCIARY FUND	0.00		0.00	0.00	0.00
SPECIAL ASSESSMENT FUND	928,804.00		0.00	2,472,250.00	3,401,054.00
*SUBTOTAL	15,899,940.00		425,891.73	38,614,763.20	54,940,594.93
TOTAL					

* ESTIMATED ROLLBACK & HOMESTEAD STATE
REIMBURSEMENT PROPERTY TAX ALLOCATION
AMOUNTS INCLUDED IN OTHER SOURCES:

GENERAL 22,273.06
POLICE PENSION 16,299.20

CHAIRMAN

MEMBER

SECRETARY

BUDGET
COMMISSION

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV. CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

4.a.a

(516)	FUND	UNENCUMBERED BALANCE JANUARY 1ST 2017	TAXES	OTHER SOURCES	TOTAL
GOVERNMENTAL FUND TYPE					
GENERAL FUND					
	GENERAL	4,876,703.00	244,614.71	15,076,630.81	20,197,948.52
	FUND TOTAL	4,876,703.00	244,614.71	15,076,630.81	20,197,948.52
SPECIAL REVENUE FUND					
	POLICE PENSION	92,589.00	181,277.02	18,982.39	292,848.41
	INCOME TAX	395,291.00	0.00	400,000.00	795,291.00
	PERMISSIVE TAX	117,200.00	0.00	260,000.00	377,200.00
	SEWER CAPACITY	9,390.00	0.00	75,000.00	84,390.00
	STREET	1,396,000.00	0.00	1,350,000.00	2,746,000.00
	STATE HIGHWAY	272,000.00	0.00	110,000.00	382,000.00
	COPS IN SCHOOLS	0.00	0.00	0.00	0.00
	GREAT GRANT	0.00	0.00	0.00	0.00
	LAW ENFORCEMENT	114,000.00	0.00	30,000.00	144,000.00
	DRUG ENFORCEMENT	11,500.00	0.00	1,500.00	13,000.00
	SAFETY BELT	4,300.00	0.00	0.00	4,300.00
	DUI EDUCATION	5,800.00	0.00	2,500.00	8,300.00
	FEDERAL FORFEITURE	46,300.00	0.00	30,000.00	76,300.00
	COMPUTERIZATION	135,000.00	0.00	30,000.00	165,000.00
	LAW ENFORCEMENT AST	8,480.00	0.00	1,000.00	9,480.00
	FUND TOTAL	2,607,850.00	181,277.02	2,308,982.39	5,098,109.41
DEBT SERVICE FUND					
	BOND RETIREMENT	1,276,993.00	0.00	1,900,000.00	3,176,993.00
	SPECIAL ASSESSMENT	28,450.00	0.00	0.00	28,450.00
	TAYLOR SQ TIF DEBT	400,000.00	0.00	574,400.00	974,400.00
	FUND TOTAL	1,705,443.00	0.00	2,474,400.00	4,179,843.00
CAPITAL PROJECTS FUND					
	CAPITAL IMPROVEMENT	388,320.00	0.00	350,000.00	738,320.00

Attachment: 20160907110036073 (1528 : Approve Rates Franklin County)

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV. CODE, SEC. 5705.36

4.a.a

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2017	TAXES	OTHER SOURCES	TOTAL
SIDEWALK CONST	736,000.00	0.00	40,000.00	776,000.00
BRICE-MAIN CORRIDOR	0.00	0.00	0.00	0.00
FUND TOTAL	1,124,320.00	0.00	390,000.00	1,514,320.00
PROPRIETARY FUND TYPE				
ENTERPRISE FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
WATER	1,224,974.00	0.00	6,700,000.00	7,924,974.00
SEWER	1,411,446.00	0.00	5,800,000.00	7,211,446.00
STORM WATER	1,732,400.00	0.00	1,350,000.00	3,082,400.00
SOLID WASTE	228,000.00	0.00	2,040,000.00	2,268,000.00
UTILITY DEP	60,000.00	0.00	2,500.00	62,500.00
FUND TOTAL	4,656,820.00	0.00	15,892,500.00	20,549,320.00
INTERNAL SERVICE FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
FIDUCIARY FUND TYPE				
EXPENDABLE TRUST FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
NON-EXPENDABLE TRUST	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
AGENCY FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
FIDUCIARY FUND	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
ARTS COMMISSION	0.00	0.00	0.00	0.00
DELQ PREVENTION	16,555.00	0.00	16,555.00	16,555.00
BEAUTIFICATION COMM	0.00	0.00	0.00	0.00
FRENCH CREEK FOOTER	3,473.00	0.00	0.00	3,473.00
SUPERVISION & INSP.	100,000.00	0.00	20,000.00	120,000.00
PLOT GRADE & UTIL.	25,000.00	0.00	15,000.00	40,000.00
UNCLAIMED FUNDS	32,501.00	0.00	5,000.00	37,501.00
EMPLOYEE FUND	1,200.00	0.00	500.00	1,700.00
SCHOOL SKI CLUB	500.00	0.00	0.00	500.00
MISC TRUST	15,000.00	0.00	240,000.00	255,000.00
BD OF BLDG	9,000.00	0.00	4,000.00	13,000.00

Attachment: 20160907110036073 (1528 : Approve Rates Franklin County)

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV. CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

4.a.a

(516)	FUND	UNENCUMBERED		TAXES	OTHER SOURCES	TOTAL
		BALANCE	JANUARY 1ST 2017			
	VISITORS BUREAU	0.00		0.00	75,000.00	75,000.00
	SEWER CAP CHG	26,000.00		0.00	9,000.00	35,000.00
	ENG FEES/PLAN	40,000.00		0.00	35,000.00	75,000.00
	TAYLOR SQ SCH TIF	200,000.00		0.00	1,750,000.00	1,950,000.00
	BRICE-MAIN TIF	170,000.00		0.00	225,000.00	395,000.00
	KROGER TIF	138,000.00		0.00	75,000.00	213,000.00
	SUMMIT RD TIF #1	5,100.00		0.00	0.00	5,100.00
	TAYLOR RD TIF#1	133,000.00		0.00	18,000.00	151,000.00
	TAYLOR RD TIF#2	13,475.00		0.00	750.00	14,225.00
	FUND TOTAL	928,804.00		0.00	2,472,250.00	3,401,054.00
	SPECIAL ASSESSMENT FUND	XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX

**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)
OHIO REVISED CODE, SECTION 5705.34, 5705.35

The Council of the City of REYNOLDSBURG, Franklin County

Ohio, met in _____ session on the _____ day of _____,
(Regular or Special)
2016, at the office of _____ with the following members

present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2017; and

WHEREAS, The Budget Commission of Franklin 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 tax limitation; therefore, be it

RESOLVED, By the Council of the City of REYNOLDSBURG
Franklin 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 for tax year
2016 (collection year 2017) as follows:

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General		\$266,887.77	0.40	
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		197,576.22	0.30	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund				
TOTAL		\$464,463.99	0.70	

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.

_____ seconded the Resolution and the roll being
called upon its adoption the vote resulted as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Adopted the _____ day of _____, 2016.

Attest:

Clerk of Council

President of Council

REYNOLDSBURG
Franklin County, Ohio.

*CERTIFICATE OF COPY
ORIGINAL ON FILE*

The State of Ohio, Franklin 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 the Laws of 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 _____, 2016.

Clerk of Council

REYNOLDSBURG

Franklin County, Ohio.

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

DATE: September 12, 2016**TO: Finance Committee****RE:** 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.

Emergency/Suspension: Emergency**Reason For Emergency: Financial needs of the City's government****Statement of necessity: To meet Statutory Requirement**

Licking County's rates are not in yet. This is a place holder for agenda purposes. Hopefully they will be in before 9/12!

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES
2016 TAX YEAR COLLECTED IN 2017
(LICKING COUNTY PORTION ONLY)**

SCHEDULE A

FUND	Amount Approved by Budget Com- mission Inside <u>10m. Limitation</u>	Amount to Be Derived from Levies Outside <u>10M. Limitation</u>	County Auditor's Estimate of Tax <u>Rate to be Levied</u>	
	Column I	Column II	Inside 10M <u>Limit</u>	Outside 10M <u>Limit</u>
			III	IV
General Fund	69,240		0.400	
Police Pension	51,930		0.300	
TOTAL	121,170	0		0.000
GRAND TOTALS	121,170	0.700		

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Co. Auditor's Est. of Yield of Levy
TOTALS	0

**(1) 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, 2017; 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:

Attachment: Copy of REYNOLDSBURG CITY AMT RATE RES (1527 : Approve Rates Licking County)

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

upon 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

Attachment: Copy of REYNOLDSBURG CITY AMT RATE RES (1527 : Approve Rates Licking County)

CERTIFICATE OF COPY

ORIGINAL ON FILE

4.b.b

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

Attachment: Copy of REYNOLDSBURG CITY AMT RATE RES (1527 : Approve Rates Licking County)

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.

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST**

DATE: September 12, 2016**TO: Finance Committee****RE: ORDINANCE REQUESTING COUNCIL APPROPRIATE \$28,050.00
FROM THE UNAPPROPRIATED CIP FUND AND DECLARING IT
AN EMERGENCY.**

Emergency/Suspension: Emergency

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

Request Council Appropriate \$28,050.00 from the Unappropriated CIP fund (410) to Account 410.000.0148.5659 to Cover Costs Associated with the Purchase of Property



April 13, 2016

Dan Havener
Development Director
City of Reynoldsburg
7232 E. Main St.
Reynoldsburg, OH 43068

Subject: Reynoldsburg Community Center Survey
Reynoldsburg, Ohio 43068

Dear Mr. Havener,

EMH&T is pleased to provide our proposal to for survey services for the parcel located at 7215 East Main Street, known as Franklin County Auditor's Parcel Number 060-000954, outlined in attached exhibit A. We would anticipate the following scope of services:

Lot Split

- Research available public records such as deeds, plats, right-of-way plans and surveys on file at the county engineer's office, to aid in the retracement of the boundary survey of the subject tract.
- Establish the boundary lines based upon the above research in combination with field located boundary markers.
- Deliver one plat of survey and four county map room approved metes and bounds description of the four discussed tracts (depicted on the attached exhibit).
- Upon completion of the boundary survey, we will set missing or proposed boundary monumentation per Ohio Administrative Code 4733-37.
- Our survey will meet or exceed the minimum requirements of Ohio Administrative Code 4733-37.

ALTA Survey

- Prepare an ALTA survey of the parcels to be transferred to the City of Reynoldsburg, in accordance with the adopted 2016 Minimum Standard Detail Requirements of ALTA/NSPS Land Title Surveys using the certification language contained therein. The survey will include provisions for Items 1, 2, 3, 4, 7(a), 8, 9, and 13 within Table A – Optional Survey Responsibilities and Specifications. A copy of the Minimum Standards is provided for reference.
- A current title commitment policy will be required for completion of the survey. This policy needs to be delivered to the surveyor in a timely manner to insure that a subsequent field visit will not be required.
- The ALTA survey will be certified to the insured, insurer, and the lender.
- Additional items within Table A can be added to the ALTA survey but may require an additional cost. Please contact the undersigned to negotiate these fees.

City of Reynoldsburg
Reynoldsburg Community Center Survey

April 13, 2016

- We anticipate delivery of a PDF draft survey within 10-12 business days after delivery of the county approved surveys or 5 days after receiving the completed title commitment, whichever is later.

We propose the foregoing services for a lump sum of \$9,500.00.

Reimbursables

This proposal does include the cost of reimbursables.

Invoicing

Invoices for the aforementioned services shall be due and payable within thirty (30) days of issuance. In the event that payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. EMH&T acceptance of this contract is subject to credit verification and approval of the party responsible for payment.

Right-of-Entry

It is understood that the Client hereby grants EMH&T, Inc. or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors, for the purpose of obtaining field information pertinent to the subject project.

Requests of the Client by EMH&T, to ensure that time and budget constraints are met:

1. **Time of Delivery:** EMH&T intends to deliver the surveys within the approximate business days specified above. The delivery date may change if all title documents (including the title commitment and necessary Schedule B supportive documents) are not delivered by Client five business days prior to the due date. It is understood that delays may be encountered for weather, boundary line conflicts, excessive items in title commitments, delays in receiving title commitments and review comments from title examiner/attorneys or acts of God. If EMH&T experiences delays in complying with this deadline, EMH&T will advise Client as soon as possible.
2. **Delivery/Receipt of Title Commitment:** One hard copy of the current title commitment or one copy by email (including copies of all supportive documents and vesting deeds upon which to base the surveys will be delivered to EMH&T within one week after authorization to proceed. In the event title reports are delayed, then the time of delivery noted shall be extended one day for every day the title report is late. EMH&T will require a minimum of 5 business days to deliver the first draft of survey after receipt of title and support documents.
3. **Survey Delivery Procedure:** Unless specified otherwise, the first draft of the survey will be delivered in electronic format (pdf or tiff) to Client for distribution. Six prints of the final survey bearing the Surveyor's original seal and signature will be delivered to Client (two for client, two for client attorney and two for lender's attorney) or as

directed by Client to other parties in the transaction. EMH&T will NOT provide AutoCAD drawing files for surveys.

4. **Client Comments:** Client will collect and consolidate survey review comments from all parties with an interest in the survey and will submit one round of comments to EMH&T within Thirty (30) calendar days after their receipt of the first draft of the survey. The comments will be delivered to EMH&T in a letter. EMH&T will then coordinate all necessary edits, revisions, redrafts, etc. under the original scope of work and redistribute the final survey within three business days. If comments are submitted to EMH&T after Thirty days, the same may be subject to additional charges.
5. **Additional Fees:** The following items will be subject to additional fees:
 - Revisions to Surveys due to revised and/or proforma title commitments or to new title commitments issued by another title insurer.
 - Additional lands beyond the scope of those outlined in the original proposal.
 - Inclusion of appurtenant easements into a revised Schedule A of the title commitment.
6. **Additional Services:** It is understood that others, including the title company, their agents and/or branch offices, will be involved in this transaction. Any additional services requested by these others will be paid for by Client, but only if such additional services were first approved by Client. Such additional services may include, but are not limited to revisions to Surveyor's Certifications; adding and deleting areas from the scope of surveys; communicating with other parties involved in this transaction; or supplying additional copies of surveys.
7. **Limits of Survey:** The limits of property to be surveyed are as outlined in the information provided by Client with their request for proposal and as outlined in EMH&T's proposal. In the event the lands included in the Schedule A upon receipt of the current title commitment are in conflict with the limits of said outlined property EMH&T will revise their fee accordingly and seek approval from Client for the revised fee. If the Schedule A of the title commitment contains off-site appurtenant easements, then the Surveyor shall show the limits of said easements on the survey for informational use only and the limits and improvements contained therein shall not be subject to the survey requirements contained therein.
8. **Right to Cancel:** It is understood the Client reserves the right to cancel some or all survey orders at any time upon the following terms and conditions:
 - Client will notify EMH&T in writing of cancellation by fax, email, overnight package or messenger deliver, which notice will be effective on the date on which it is received by EMH&T (the Cancellation Date.)
 - In the event of cancellation, EMH&T will be compensated on the basis of: (i) reasonable charges for work performed to the date which is one business day after the Cancellation Date; and (ii) reasonable costs and expenses for incidentals to the date which is one business day after the Cancellation Date.

City of Reynoldsburg
Reynoldsburg Community Center Survey

April 13, 2016

- 9. Confidentiality:** The information contained in this agreement and related to this project is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the parties to this agreement. Unauthorized use, disclosure or copying is strictly prohibited.

Terms and Conditions of Professional Services

The attached "Terms and Conditions of Professional Service" shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you have received and reviewed EMH&T's Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. We are prepared to commence work upon receipt of your acceptance and authorization to proceed. If you have any questions, please do not hesitate to call.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Edward J. Miller, PS
Director of Land Survey

Acceptance and Authorization to Proceed



Authorized Signature

City of Reynoldsburg

Company

Brad McCloud 5/16/16

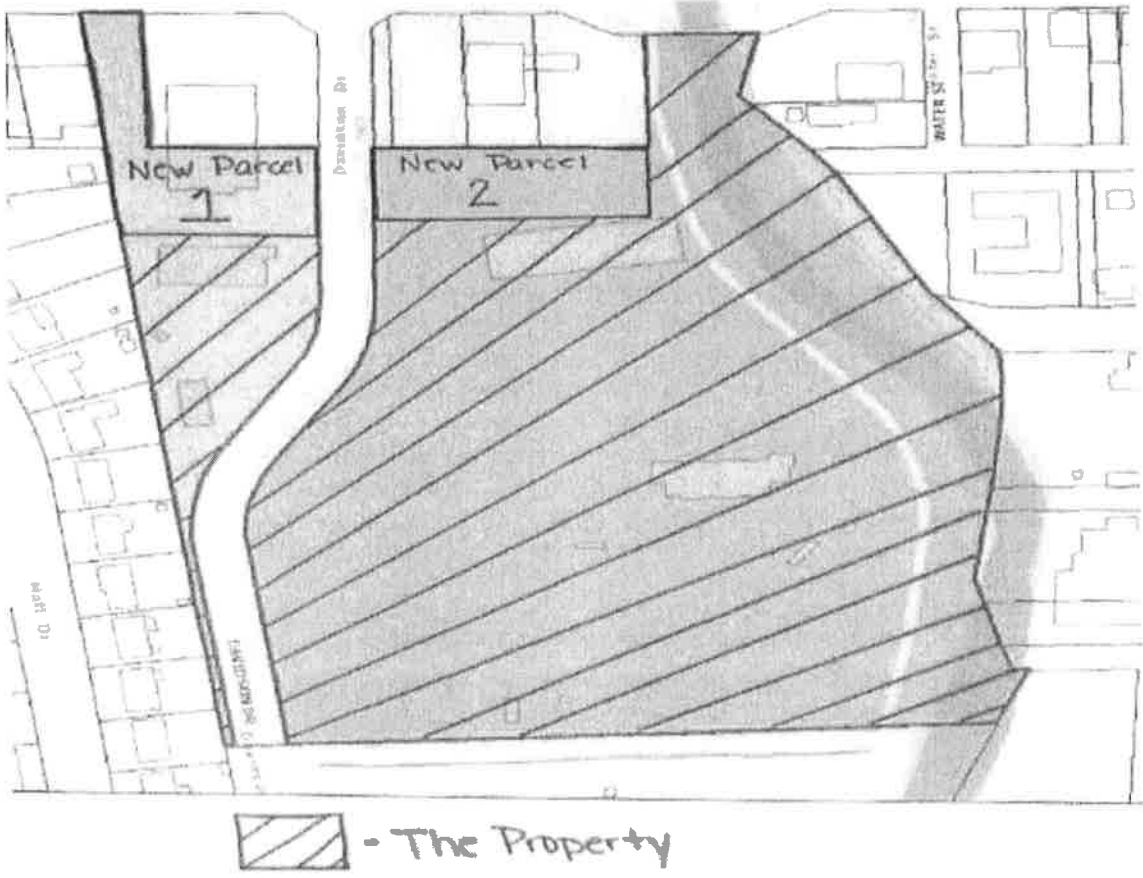
Print Name and Date

Enclosures: Terms & Conditions
ALTA Table A

EJM

\\emht.com\root\Non-Project\20095003\Correspondence\emiller\Reynoldsburg Community Center Survey- City of Reynoldsburg

EXHIBIT A



EVANS, MECHWART, HAMBLETON & TILTON, INC.**Terms and Conditions of Professional Service**

These terms and conditions together with any Proposal attached hereto constitute the entire agreement (hereinafter the "Agreement") between Evans, Mechwart, Hambleton & Tilton, Inc. ("EMH&T") and Client as if they were part of one and the same document.

Definitions:

"EMH&T" shall refer to Evans, Mechwart, Hambleton, and Tilton, Inc., an Ohio Corporation, and its sub-consultants. "Client" shall refer to the person, firm, or corporation that has entered into a contractual relationship with EMH&T providing for the performance of professional services. "Proposal" shall refer to the written scope of services, unit prices, and/or fixed fee provided by EMH&T to Client describing, if applicable, the nature of the services to be performed by EMH&T or its sub-consultants, and the amount and type of compensation to be paid for those services.

Authorization as Representative

Client authorizes EMH&T to take all actions on Client's behalf which EMH&T, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal.

Access to Property/Site Conditions

Client shall obtain, without cost to EMH&T, free right of access for EMH&T personnel to enter upon any land so long as such entry is reasonably necessary to perform said services. Client understands that services provided by EMH&T commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain, crops and/or vegetation. Client waives all claims against EMH&T for any loss or damage to property that is based on EMH&T's disturbance, alteration, or damage to the terrain, crops and/or vegetation, including, but not limited to, the loss of use of property and the cost to restore property. EMH&T also shall have no obligation to restore the site to its original condition.

Client shall provide accurate information to EMH&T as to the size, condition and location of the project site and the location of any underground utilities, utility services, structures, manholes, and underground storage tanks. EMH&T shall be entitled to rely upon the accuracy and completeness of such information.

Standard of Care and Liability

EMH&T shall exercise reasonable care in the performance of its duties under this Contract. EMH&T makes no other warranties or representations, whether express or implied, regarding the quality of its work under this Agreement. Client agrees that the liability of EMH&T, and that of its officers, directors, employees, agents and subconsultants, arising out of EMH&T's performance hereunder shall be limited to the lesser of EMH&T's applicable insurance coverage available at the time of settlement or judgment, or the fee amount paid to EMH&T for work performed under this Agreement. Neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Client must bring any cause of action arising under this Contract within one year from the time the cause of action accrues.

EMH&T shall not be liable for the acts or omissions of any person who is performing work on the project site, nor for any instructions given by Client to any person who is performing work on the project site. EMH&T shall not be responsible for any construction means and methods or job site safety.

Confidentiality of Information

EMH&T shall utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that EMH&T may have past or present contractual relationships with individuals or entities practicing the same or related business in the same geographic area as Client, and/or with government agencies having regulatory authority over Client's project.

Ownership of Documents

Client agrees that all reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, are EMH&T's instruments of professional service. All such material is and shall remain the sole and exclusive property of EMH&T. Provided Client meets all of its obligations including prompt payment of EMH&T invoices, Client may make and retain hard (i.e. not electronic) copies of such materials solely for use on the project. Such materials are not to be reused, in whole or in part, by Client on any other projects. Client also shall not permit or authorize a third party to use EMH&T's instruments of service on another project without the express consent of EMH&T. EMH&T shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, EMH&T makes no warranties, either express or implied, with respect to electronic files if such files are provided.

Indemnity

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold EMH&T harmless, including the payment of reasonable attorney's fees to or on behalf of EMH&T, from and against any and all claims, demands, and causes of action for damages of any kind that arise out of or relate to EMH&T's performance under this Agreement and that were caused or allegedly caused by any of the following:

- a) The Client's negligence;
- b) The Client's breach of this Agreement;
- c) The Client's modification and/or misuse of EMH&T's Instruments of Service;
- d) EMH&T's activities that disturbed, altered, or damaged terrain, crops or vegetation;
- e) EMH&T's reliance on geotechnical data provided by Client or its consultant;
- f) EMH&T's use of Client's standards for non-public improvements;
- g) The construction of any non-public improvements that was not observed and inspected by EMH&T pursuant to a construction phase service contract.

Termination and Suspension

This Agreement may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due EMH&T shall be due and payable immediately upon termination including such amounts reasonably incurred by EMH&T in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, EMH&T shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting

remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

Payment

By accepting the Proposal, Client agrees to pay EMH&T, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with EMH&T Billing Policy. Client shall be invoiced and all invoices shall be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by EMH&T. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Agreement, EMH&T may suspend or terminate performance of services immediately upon notice to Client. EMH&T shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension/termination. In the event legal action is necessary to enforce the payment provisions of this Agreement, EMH&T shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by EMH&T in connection therewith, together with the value of the time of EMH&T employees and expenses spent in connection with such collection action.

Hazardous Materials

Unless otherwise provided in the Proposal, both EMH&T and Client acknowledge that this Agreement does not contemplate the presence at the project site of any hazardous or regulated substances including asbestos. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, EMH&T may, at its option and without liability for consequential or any other damages, terminate or suspend performance of services under this Contract.

Soil Conditions

Unless specifically provided for in the Proposal, EMH&T does not provide geotechnical assessment of soil conditions and shall not be liable to Client for any damage or loss related to the soil condition, design of pavement sections, subgrade, underdrainage, backfill, and related items, whether shown or not shown on a plan prepared by EMH&T.

Americans with Disabilities Act (ADA) Requirements

Client acknowledges that ADA requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA compliance involves fine tolerances that are governed by the means and methods of construction. EMH&T will exercise reasonable care in the specification of ADA compliant facilities subject to local standards and requirements. EMH&T makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements are constructed in accordance with instruments of service prepared under this Agreement. Client shall verify compliance with all applicable ADA requirements and guidelines prior to accepting constructed improvements.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with instruments prepared by EMH&T are not warranted to reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by EMH&T exclusive of the value and cost of EMH&T services, land, rights of way, interest and financing.

Project Submittals

EMH&T's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives. EMH&T shall not be responsible for variations proposed or implemented by Contractor. Contractor shall remain responsible for satisfaction of all project objectives, codes and criteria.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then EMH&T shall use reasonable efforts to perform according to said schedule. Client acknowledges that EMH&T's performance often involves public agencies and other parties that can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delay(s) in performance caused by events beyond the control of either party. Such acts or events shall include but not be limited to unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions.

Notice, Jurisdiction and Venue

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after transmission by email or deposit in the United States mail with postage prepaid, certified or registered, return receipt requested, addressed to EMH&T or Client agent that signed the Proposal. Disputes that cannot be resolved shall be submitted to mediation prior to the initiation of litigation by either party. Client and EMH&T agree to jurisdiction and venue in Franklin County, Ohio for all actions, proceedings or disputes arising from, relating to, or in connection with this Agreement.

Applicable Law and Survival

The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. All obligations arising prior to the completion or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between EMH&T and Client shall survive the completion of services and the termination of this Contract.

Assignment and Addendum

Neither party shall assign or transfer its interest in this Agreement without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Agreement may not be amended except in a writing executed by both EMH&T and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties.

Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, then the remainder of the Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The twenty (20) items of Table A may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client shall be identified as 21(a), 21(b), etc. and explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 21.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☒ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. ☒ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. ☒ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ☒ Gross land area (and other areas if specified by the client).
5. ☐ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark identified.
6. ☐ (a) If set forth in a zoning report or letter provided to the surveyor by the client, list the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements. Identify the date and source of the report or letter.

☐ (b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. Identify the date and source of the report or letter.
7. ☒ (a) Exterior dimensions of all buildings at ground level.

(b) Square footage of:
☐ (1) exterior footprint of all buildings at ground level.
☐ (2) other areas as specified by the client.

☐ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.

8. x Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. x Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. (a) As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties (client to obtain necessary permissions).
- (b) As designated by the client, a determination of whether certain walls are plumb (client to obtain necessary permissions).
11. Location of utilities existing on or serving the surveyed property as determined by:
- observed evidence collected pursuant to Section 5.E.iv.
 - evidence from plans requested by the surveyor and obtained from utility companies, or provided by client (with reference as to the sources of information), and
 - markings requested by the surveyor pursuant to an 811 utility locate or similar request
- Representative examples of such utilities include, but are not limited to:
- Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
 - Utility company installations on the surveyed property.
- Note to the client, insurer, and lender - With regard to Table A, item 11, source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
12. As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands).

13. ☒ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. ☐ As specified by the client, distance to the nearest intersecting street.
15. ☐ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
16. ☐ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. ☐ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
18. ☐ If there has been a field delineation of wetlands conducted by a qualified specialist hired by the client, the surveyor shall locate any delineation markers observed in the process of conducting the fieldwork and show them on the face of the plat or map. If no markers were observed, the surveyor shall so state.
19. ☐ Include any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to Sections 5 and 6 (and applicable selected Table A items) (client to obtain necessary permissions).
20. ☐ Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
21. ☐ _____

Adopted by the Board of Governors, American Land Title Association, on October 8, 2015.
American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 9, 2015.
National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsps.us.com/>



April 13, 2016

Dan Havener
Development Director
City of Reynoldsburg
7232 E. Main St.
Reynoldsburg, OH 43068

Subject: Reynoldsburg Community Center Topographic Survey
Reynoldsburg, Ohio 43068

Dear Mr. Havener,

EMH&T is pleased to provide our proposal to for a topographic survey for the parcel located at 7215 East Main Street, known as Franklin County Auditor's Parcel Number 060-000954, outlined in attached exhibit A. We would anticipate the following scope of services:

- Prepared on a recent release of AutoCad or the like.
- Sheet size of 24"x36" unless otherwise directed.
- Grid north arrow.
- Symbol legend.
- City, county, township, and state in which the property is located.
- Lot, block number and names of property owners of site and adjoining lots, including deed book and page identification.
- Electric, telephone and cable T.V. utilities (location and sizes), including those on-site and adjacent to the site, buried or overhead, including guy wires.
- Water utilities, including main and branch lines, sizes, valves, curb boxes, meters, fire hydrants and Siamese connections.
- Gas utilities, including main and branch lines, sizes, type of pipe, pressure valves, curb boxes and meters.
- Storm water drainage, including main and branch lines, sizes, type of pipe, manholes, catch basins, curb inlets, cleanouts, culverts, french drains; indicate top of castings, invert elevations and direction of flow.
- Sanitary system drainage, including main and branch lines, sizes, types of pipe, manholes, cleanouts, indicate top of castings, invert elevations and direction of flow.
- Existing buildings, including finish floor elevations, outside wall dimensions and relation to lot and building lines, with dimensions; elevations at grade adjacent to building.
- Parking space designations including handicapped accessible parking symbols.
- Fences, gates and retaining walls.
- Streets, alleys, roads, drives, walkways, sidewalks, paths, including type of surfacing, curbs (top and bottom elevations), street names, elevations and other pertinent data.

APPROVED
FOR DEPT.

DEPT

NO

DE

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800

Columbus • Charlotte • Indianapolis
emht.com

Attachment: Expenses Associated with Land Purchase (1502 : Appropriation of Funds from CIP Fund to Development Fund)

City of Reynoldsburg
Reynoldsburg Community Center Topographic Survey

April 13, 2016

- Light posts, telephone/electric poles, including any overhead cables or transformers with pole numbers and owners, including guy wires.
- Trees, indicating type and size (6" caliper or greater). For tree and shrub masses, show outline.
- Topography, showing contours at one foot intervals. Set a permanent bench mark and give the corresponding published data.
- Water courses, including flood plain(s), if applicable.
- Email PDF file to the Architect to review before the final drawings are completed.
- The above information will be based upon visible evidence, plans obtained from OUPS and plans obtained from the governing body.

We propose providing the foregoing services for the lump sum fee of \$8,250.00. Any services not included under this proposal will be provided on an hourly basis in accordance with our standard rate schedule.

Reimbursables

This proposal does include the cost of reimbursables.

Invoicing

Invoices for the aforementioned services shall be due and payable within thirty (30) days of issuance. In the event that payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. EMH&T acceptance of this contract is subject to credit verification and approval of the party responsible for payment.

Right-of-Entry

It is understood that the Client hereby grants EMH&T, Inc. or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors, for the purpose of obtaining field information pertinent to the subject project.

Terms and Conditions of Professional Services

The attached "Terms and Conditions of Professional Service" shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you have received and reviewed EMH&T's Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

City of Reynoldsburg
Reynoldsburg Community Center Topographic Survey

April 13, 2016

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. We are prepared to commence work upon receipt of your acceptance and authorization to proceed. If you have any questions, please do not hesitate to call.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Edward J. Miller, PS
Director of Land Survey

Acceptance and Authorization to Proceed

Authorized Signature

Company

Print Name and Date

[Handwritten Signature]
[Handwritten Signature]
City of Reynoldsburg
Brad McClaud 5/16/16

Enclosures: Terms & Conditions

EJM

\\emht.com\root\Non-Project\20095003\Correspondence\FBaker\ Reynoldsburg Community Center Topographic Survey- City of Reynoldsburg

EXHIBIT A



EVANS, MECHWART, HAMBLETON & TILTON, INC.**Terms and Conditions of Professional Service**

These terms and conditions together with any Proposal attached hereto constitute the entire agreement (hereinafter the "Agreement") between Evans, Mechwart, Hambleton & Tilton, Inc. ("EMH&T") and Client as if they were part of one and the same document.

Definitions:

"EMH&T" shall refer to Evans, Mechwart, Hambleton, and Tilton, Inc., an Ohio Corporation, and its sub-consultants. "Client" shall refer to the person, firm, or corporation that has entered into a contractual relationship with EMH&T providing for the performance of professional services. "Proposal" shall refer to the written scope of services, unit prices, and/or fixed fee provided by EMH&T to Client describing, if applicable, the nature of the services to be performed by EMH&T or its sub-consultants, and the amount and type of compensation to be paid for those services.

Authorization as Representative

Client authorizes EMH&T to take all actions on Client's behalf which EMH&T, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal.

Access to Property/Site Conditions

Client shall obtain, without cost to EMH&T, free right of access for EMH&T personnel to enter upon any land so long as such entry is reasonably necessary to perform said services. Client understands that services provided by EMH&T commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain, crops and/or vegetation. Client waives all claims against EMH&T for any loss or damage to property that is based on EMH&T's disturbance, alteration, or damage to the terrain, crops and/or vegetation, including, but not limited to, the loss of use of property and the cost to restore property. EMH&T also shall have no obligation to restore the site to its original condition.

Client shall provide accurate information to EMH&T as to the size, condition and location of the project site and the location of any underground utilities, utility services, structures, manholes, and underground storage tanks. EMH&T shall be entitled to rely upon the accuracy and completeness of such information.

Standard of Care and Liability

EMH&T shall exercise reasonable care in the performance of its duties under this Contract. EMH&T makes no other warranties or representations, whether express or implied, regarding the quality of its work under this Agreement. Client agrees that the liability of EMH&T, and that of its officers, directors, employees, agents and subconsultants, arising out of EMH&T's performance hereunder shall be limited to the lesser of EMH&T's applicable insurance coverage available at the time of settlement or judgment, or the fee amount paid to EMH&T for work performed under this Agreement. Neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Client must bring any cause of action arising under this Contract within one year from the time the cause of action accrues.

EMH&T shall not be liable for the acts or omissions of any person who is performing work on the project site, nor for any instructions given by Client to any person who is performing work on the project site. EMH&T shall not be responsible for any construction means and methods or job site safety.

Confidentiality of Information

EMH&T shall utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that EMH&T may have past or present contractual relationships with individuals or entities practicing the same or related business in the same geographic area as Client, and/or with government agencies having regulatory authority over Client's project.

Ownership of Documents

Client agrees that all reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, are EMH&T's instruments of professional service. All such material is and shall remain the sole and exclusive property of EMH&T. Provided Client meets all of its obligations including prompt payment of EMH&T invoices, Client may make and retain hard (i.e. not electronic) copies of such materials solely for use on the project. Such materials are not to be reused, in whole or in part, by Client on any other projects. Client also shall not permit or authorize a third party to use EMH&T's instruments of service on another project without the express consent of EMH&T. EMH&T shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, EMH&T makes no warranties, either express or implied, with respect to electronic files if such files are provided.

Indemnity

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold EMH&T harmless, including the payment of reasonable attorney's fees to or on behalf of EMH&T, from and against any and all claims, demands, and causes of action for damages of any kind that arise out of or relate to EMH&T's performance under this Agreement and that were caused or allegedly caused by any of the following:

- a) The Client's negligence;
- b) The Client's breach of this Agreement;
- c) The Client's modification and/or misuse of EMH&T's Instruments of Service;
- d) EMH&T's activities that disturbed, altered, or damaged terrain, crops or vegetation;
- e) EMH&T's reliance on geotechnical data provided by Client or its consultant;
- f) EMH&T's use of Client's standards for non-public improvements;
- g) The construction of any non-public improvements that was not observed and inspected by EMH&T pursuant to a construction phase service contract.

Termination and Suspension

This Agreement may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due EMH&T shall be due and payable immediately upon termination including such amounts reasonably incurred by EMH&T in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, EMH&T shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting

remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

Payment

By accepting the Proposal, Client agrees to pay EMH&T, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with EMH&T Billing Policy. Client shall be invoiced and all invoices shall be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by EMH&T. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Agreement, EMH&T may suspend or terminate performance of services immediately upon notice to Client. EMH&T shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension/termination. In the event legal action is necessary to enforce the payment provisions of this Agreement, EMH&T shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by EMH&T in connection therewith, together with the value of the time of EMH&T employees and expenses spent in connection with such collection action.

Hazardous Materials

Unless otherwise provided in the Proposal, both EMH&T and Client acknowledge that this Agreement does not contemplate the presence at the project site of any hazardous or regulated substances including asbestos. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, EMH&T may, at its option and without liability for consequential or any other damages, terminate or suspend performance of services under this Contract.

Soil Conditions

Unless specifically provided for in the Proposal, EMH&T does not provide geotechnical assessment of soil conditions and shall not be liable to Client for any damage or loss related to the soil condition, design of pavement sections, subgrade, underdrainage, backfill, and related items, whether shown or not shown on a plan prepared by EMH&T.

Americans with Disabilities Act (ADA) Requirements

Client acknowledges that ADA requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA compliance involves fine tolerances that are governed by the means and methods of construction. EMH&T will exercise reasonable care in the specification of ADA compliant facilities subject to local standards and requirements. EMH&T makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements are constructed in accordance with instruments of service prepared under this Agreement. Client shall verify compliance with all applicable ADA requirements and guidelines prior to accepting constructed improvements.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with instruments prepared by EMH&T are not warranted to reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by EMH&T exclusive of the value and cost of EMH&T services, land, rights of way, interest and financing.

Project Submittals

EMH&T's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives. EMH&T shall not be responsible for variations proposed or implemented by Contractor. Contractor shall remain responsible for satisfaction of all project objectives, codes and criteria.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then EMH&T shall use reasonable efforts to perform according to said schedule. Client acknowledges that EMH&T's performance often involves public agencies and other parties that can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delay(s) in performance caused by events beyond the control of either party. Such acts or events shall include but not be limited to unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions.

Notice, Jurisdiction and Venue

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after transmission by email or deposit in the United States mail with postage prepaid, certified or registered, return receipt requested, addressed to EMH&T or Client agent that signed the Proposal. Disputes that cannot be resolved shall be submitted to mediation prior to the initiation of litigation by either party. Client and EMH&T agree to jurisdiction and venue in Franklin County, Ohio for all actions, proceedings or disputes arising from, relating to, or in connection with this Agreement.

Applicable Law and Survival

The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. All obligations arising prior to the completion or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between EMH&T and Client shall survive the completion of services and the termination of this Contract.

Assignment and Addendum

Neither party shall assign or transfer its interest in this Agreement without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Agreement may not be amended except in a writing executed by both EMH&T and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties.

Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, then the remainder of the Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

PB&A ¹⁰⁸⁷⁵

Marketplace Intelligence

Invoice #PBA1524T

Dan Havener
City of Reynoldsburg
 7232 E. Main St.
 Reynoldsburg, OH 43068

April 17, 2016
 Project No.: YMCACO1501

Consumer Research for the City of Reynoldsburg and the YMCA of Central Ohio
New Healthy Living Community Center / YMCA

Travel expenses for Dec 2015 & April 2016 \$1,184

City of Reynoldsburg share \$592

Payment due this invoice **\$592**

Payment Due Within 30 Days of the Invoice Date

Any late payments (more than 30 days from invoice date) will be charged interest
 at 1.5% per month.

Please remit to our address below:

PB&A Marketplace Intelligence

918 River Basin Court, Suite 202
 Bradenton, FL 34212
 (941) 748-5053
 Phil@PBAresearch.com

Attachment: Expenses Associated with Land Purchase (1502 : Appropriation of Funds from CIP Fund to Development Fund)



Marketplace Intelligence

*Consumer Research for the City of
Reynoldsburg and the YMCA of Central
Ohio: Residents' Level of Interest and
Willingness to Support a New Healthy Living
Community Center/YMCA*

Revised December 3, 2015

Prepared for:

**Brian Kridler
Senior Vice President and COO
The YMCA of Central Ohio
40 West Long Street
Columbus, OH 43215**

PB&A Marketplace Intelligence.

918 River Basin Court, Suite 202
Bradenton, FL 34212

TEL: 941.755.1100

Community Center Feasibility Research for the City of Reynoldsburg

Objectives

The primary purpose of this study is to provide unbiased data to the City of Reynoldsburg and the YMCA of Central Ohio regarding the scope of opportunities and challenges for new recreational programming and healthy living facilities in Reynoldsburg. Specifically, this research will estimate membership demand (in member units) and program participation for a proposed community center.

A key component of this research is to determine the residents' reaction to this center being managed and programmed by the YMCA as a branch of the YMCA of Central Ohio.

The following information will be gathered and analyzed:

- An assessment, on an unaided and aided basis, of community needs and wants in terms of health, recreation, sports, and related youth programs that can be offered by the new community center.
- The relative demand and desire for specific facilities (gym, pool, wellness center, etc.), programs (group exercise, diet and weight loss, etc.) and areas of focus (parent/child, youth development, disease/injury prevention and recovery, etc.) from this community center/YMCA, and a rank ordering of the extent to which each will/will not contribute to growth in membership/usage.
- Determination of whether the Reynoldsburg community can sustain a new center of this nature, and the impact having this center run by the YMCA will have on likely membership/usage.
- Projected demand and price elasticity of demand for this new facility. That is, what impact will cost have on membership/usage.
- Using a proven model and the primary data collected in this research, the number of member units/usage this new facility can anticipate based upon potential specific offerings.
- ~~• Determine the optimal location within the community from up to three possible sites.~~
- Establish how programs should be priced and or bundled/unbundled relative to the cost of membership.
- Identification of other factors that may help or hinder the success of this new facility including reaction to other potential community partners.

PB&A believes that by completing this study carefully, the resulting data will be of great value to the City of Reynoldsburg regardless of whether the ultimate decision is to move forward with construction of a new community center and whether or not the decision is to partner with the YMCA.

Community Center Feasibility Research for the City of Reynoldsburg

Study Approach

PB&A recommends that this research be completed as follows:

Phase One: A review of secondary demographic and psychographic information. This review will include all available data from a variety of sources including the City of Reynoldsburg, the YMCA of Central Ohio, Y-USA, SEER Analytics, and SDR, among others.

Phase Two: Two focus groups, moderated by Phil Balducci.

- **Group One:** The first focus group will be composed of City staff, volunteers and board members responsible for the planning and execution of this study and the expansion. An important goal of this conversation and the second focus group will be to uncover additional issues and concerns, as well as to assure that everyone involved is comfortable with the research process. If desired, this session can be split into two smaller group discussions.
- **Group Two:** The second focus group will be composed of formal and informal community leaders from Reynoldsburg who may or may not be friends of the YMCA, but who are important within the City.

Phase Three: Completion of 400 telephone interviews with a random sample of area residents who live within the estimated primary market area of the proposed new community center.

The overall error range for this phase is $\pm 5.0\%$ at the 95% confidence level.

The calling plan for Phase Three will be designed in such a manner that every telephone household, regardless of whether or not a number is listed, has an equal probability of being included in the study.

PB&A will attempt five callbacks before replacing a household selected for inclusion in the sample with another home. All interviewing will be completed on weekday evenings between the hours of 5PM and 8PM, as well as during the daytime on at least one weekend. PB&A will utilize a multilingual and multi-cultural interviewing team and as such, within reason, respondents will be able to participate in their language of first choice.

PB&A will overlay an email survey in attempt to capture an adequate share of residents who rely only on their mobile device and no longer have a land line. It is important to note that the quality of sample available for this type of email survey varies significantly from location to location. Based upon our preliminary observation, it appears that we can indeed purchase a sufficiently high quality sample of the approximate PMA.

Community Center Feasibility Research for the City of Reynoldsburg

Phase Four: Completion of a minimum of 300 online interviews with Y members at those branch locations of the YMCA of Central Ohio in close proximity to the City of Reynoldsburg. PB&A will send an email invitation to every member at these branches that the Y has an accurate email address for. Typically, these studies yield significantly larger ending sample sizes than what is listed in this research outline.

PB&A will work with the Y staff to help boost participation by increasing the number of email addresses the Y has, and by encouraging staff to "talk up" the importance and ease of participating in the survey. Regardless of the number of completed surveys returned to PB&A by members, all will be included in the analysis at no additional cost. In many cases, including the past research for the YMCA of Central Ohio, we have utilized ending samples of 500 to 600 member surveys from a single branch.

The City and the Y will have access to preliminary member survey data, instantaneously, as it is being collected and 24/7 via an online report.

Responsibilities of PB&A Marketplace Intelligence

- Design of survey instruments.
- Sample design.
- Interviewer instruction and supervision.
- Complete telephone/online interviews.
- Data coding and tabulation.
- Professional analysis of data.
- Final, comprehensive written report.
- Oral presentation of results by Phil Balducci (if desired).

PB&A will provide an electronic copy of the report, which can be easily reprinted as needed. In addition, PB&A will work closely with the City in preparation of any type of presentation materials deemed necessary.

If desired, Phil Balducci will conduct an oral presentation of the results. This presentation can be formal or informal, but our typical format includes an explanation of key findings, conclusions, and recommendations using PowerPoint and individual handouts, followed by a group discussion, and question and answer session.

After the final report and presentation, PB&A will be available for further consultation at no charge.

Community Center Feasibility Research for the City of Reynoldsburg

Phil Balducci and the YMCA/City of Westland

Phil Balducci is a rabid fan of the YMCA and most of his experience that is relevant to this project comes from volunteering and working within the YMCA movement. However, it is our belief and experience that in collaborative projects of this nature, our goal must be to provide the best facility and program research possible for the residents of Reynoldsburg regardless of whether it is a YMCA or an entity managed and programmed without the Y.

Phil Balducci, will be the primary contact with the City for this project, and will be the author of this study. Phil will be available at no cost to any member of the study team 24 hours a day by phone 813-760-3811 (cell) or email (phil@pbaresearch.com).

Phil became involved in the Y movement more than twenty years ago as a volunteer for the Tampa YMCA. His company (PB&A) has worked successfully with more than 300 large and small Y associations across the country, as well as the YMCA of the USA.

PB&A has completed numerous studies for municipalities that measure the benefits and drawbacks of partnering with the Y. These include research on behalf of Redwood City, CA., Morgan Hill, CA., Rainier Beach, WA., Rochelle IL., and Snoqualmie WA., among others. Currently we are under contract with the City of Westland in Michigan and two small towns in Colorado to complete similar research. Many of the research projects completed by PB&A that are like in nature to what is being proposed here also include potential partnerships with hospitals, universities, libraries, etc.

PB&A offers local Ys and their partners research and analytical services that meet and exceed industry standards for quality and integrity at reasonable costs.

In addition to these community-based research initiatives, PB&A works with a wide variety of the highly regarded companies and organizations, including Mercedes Benz, Audi, Liberty Mutual, Dunkin' Brands, the CIA, and the American Cancer Society, among others.

Timeline

This research will require 4 weeks from the time of questionnaire approval to completion of a full written report. PB&A is prepared to begin this study immediately. An important step in completing this study in a timely manner is beginning to plan, schedule, and recruit focus group participants as soon as possible.

Community Center Feasibility Research for the City of Reynoldsburg

Pricing

The cost of this research is \$18,950. However, because of our past work with the YMCA of Central Ohio, we will reduce the cost to \$16,950. This includes all aspects of the research except for travel costs for Phil Balducci to come to Reynoldsburg. He will travel to Reynoldsburg for the initial focus groups and more than likely again to present the final results of the research. Travel expenses will be kept as reasonable as possible.

The YMCA of Central Ohio and the City of Reynoldsburg will each be billed 50% of research costs upon acceptance of this project. Travel costs will be billed upon completion of the final report.

If acceptable as proposed, please sign and date below, and return a copy of this executed contract back to us. We will return a countersigned copy to you along with the initial invoice. If any changes or explanations are necessary, please do not hesitate to give us a call.

Agreed and accepted:

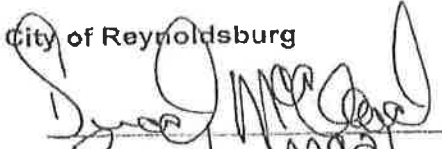
PB&A, Inc.

By: 
 Name: Phil Balducci
 Title: President
 Date: December 3, 2015

YMCA of Central Ohio

By: 
 Name: BRIAN KRIDLER
 Title: COO
 Date: 12/10/15

The City of Reynoldsburg

By: 
 Name: Brad McCloud
 Title: Mayor
 Date: 12/11/15

YMCA of Central Ohio Check Request Form

Excel Version

Date _____

☐ Return Check to Branch
Attn: _____

Vendor Number _____

☐ Mail With Attached

Vendor Name _____

☐ Reversed In Trinexum

Attn: _____

☐ Removed Online Credit In Trinexum

Street Address / P.O. Box / Apt. No. _____

City _____

State _____

Zip Code _____

Participant Name _____

Trinexum Receipt # _____

to break out tax for membership refund multiply by: Franklin Co. - .075; Pickaway Co. - .0725; Delaware Co. - .07

Description: _____

_____ (Branch No.)	_____ (Program No.)	_____ (Acct No.)	_____ Amount
_____ (Branch No.)	_____ (Program No.)	_____ (Acct No.)	_____ Amount
_____ (Branch No.)	_____ (Program No.)	_____ (Acct No.)	_____ Amount
_____ (Branch No.)	_____ (Program No.)	_____ (Acct No.)	_____ Amount
			_____ TOTAL

Prepared by: _____

Branch / Site Director _____

Vice President of Finance _____

Z:\Accounts Payable\FORMS\Check Request Form (Revised 07/08)

Attachment: Expenses Associated with Land Purchase (1502 : Appropriation of Funds from CIP Fund to Development Fund)

PB&A

Marketplace Intelligence

Invoice #PBA1524

Dan Havener
 City of Reynoldsburg
 7232 E. Main St.
 Reynoldsburg, OH 43068

December 3, 2015
 Project No.: YMCACO1501

Consumer Research for the City of Reynoldsburg and the YMCA of Central Ohio
New Healthy Living Community Center / YMCA

Total project cost..... \$16,950

City of Reynoldsburg share \$8,475

Travel expenses due upon completion of project

Payment due this invoice..... **\$8,475**

Payment Due Now

Any late payments (more than 30 days from invoice date) will be charged interest
 at 1.5% per month.

Please remit to our address below:

PB&A Marketplace Intelligence
 918 River Basin Court, Suite 202
 Bradenton, FL 34212
 (941) 748-5053
 Phil@PBAresearch.com

Attachment: Expenses Associated with Land Purchase (1502 : Appropriation of Funds from CIP Fund to Development Fund)

May 16, 2016



City of Reynoldsburg
7232 E. Main St.
Reynoldsburg, OH 43068

Attn: Mr. Dan Havener
Development Director

Re: Proposed Preliminary Geotechnical Engineering Services
Huber Park Aquatic and Community Plan
7227 E Main Street
Reynoldsburg, Ohio
Terracon Proposal No. PN4150648

Dear Mr. Havener:

We appreciate the opportunity to provide preliminary geotechnical engineering services for the above referenced project. This document provides our understanding of the project, our planned work scope and associated fees, and our terms and conditions associated with the performance of this work.

1.0 PROJECT INFORMATION

1.1 Site Location

ITEM	DESCRIPTION
Location	The project site is located at 7185 E Main St, Reynoldsburg, Ohio 43068.
Existing improvements	The site currently contains a one-story building on the north side and the Reynoldsburg Swim Center with swimming pools on the south side of the project site.
Existing topography	Based on information from Google Earth, elevations across the site range from about elevation 852 feet to elevation 855 feet.

1.2 Project Description

ITEM	DESCRIPTION
Structures	The structures are anticipated to consist of an approximately 30,000 square feet aquatic center and a 2-storied 57,000 square feet recreation center with parking and drive areas. A below-grade pool

Terracon Consultants, Inc. 800 Morrison Road Columbus, Ohio 43230
P [614] 863 3113 F [614] 863 0475 terracon.com

Environmental



Facilities



Geotechnical



Materials

Proposal for Preliminary Geotechnical Engineering Services
 Huber Park ■ Reynoldsburg, Ohio
 May 16, 2016 ■ Terracon Proposal No. PN4150648



ITEM	DESCRIPTION
	extending to approximately 12 feet below final grades and retaining wall on the east side of the site are also planned.
Finished floor elevation (FFE)	Provided approximate finished floor elevation is 856 feet.
Maximum loads	Not provided. Based on the type of structure, loads are anticipated to be relatively light.
Grading	Provided information indicates up to about 5 feet of cut
Pavements	Drive and parking areas are planned on the north side and west side of the buildings.

Should any of the above information be inconsistent with the planned construction please let us know so that we may make any necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

The project will consist of preliminary field exploration and laboratory testing under the guidance of a geotechnical engineer or geologist to characterize the subsurface conditions and geotechnical engineering to develop preliminary geotechnical recommendations. The following sections provide an overview of the work scope for each of these aspects of the project.

2.1 Field Exploration

Our field exploration work includes the drilling and sampling of two exploratory soil borings to completion depths of 30 feet below the existing ground surface.

2.1.1 Procedures

We will locate the soil borings by field measurements with the assistance of measuring wheels or hand-held GPS devices. The borings will be sampled using split spoon sampling devices consistent with ASTM D1586 and thin walled sampling devices consistent with ASTM D1587. Sample intervals will be at 2.5 foot intervals to a depth of 10 feet, and at intervals of 5 feet thereafter.

The field exploration will also include observations for groundwater. This will occur during the exploration program while the borehole is being advanced and at the completion of drilling. No provisions have been made to collect water level data other than the observations made during the advancement of the borings.

Proposal for Preliminary Geotechnical Engineering Services
 Huber Park ■ Reynoldsburg, Ohio
 May 16, 2016 ■ Terracon Proposal No. PN4150648



2.1.2 Site Access

We anticipate that the site is accessible to our Truck or ATV-Mounted drilling equipment and no site clearing, wet ground conditions, tree or shrub clearing, repair of landscape damage or location of underground utilities beyond contacting OUPS is required. It is our understanding City of Reynoldsburg personnel will provide for the temporary removal of the existing chain-link fence surrounding the southern portions of the site for drill rig access (10 foot wide opening). If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

In order to conduct our exploration of the project site, we must be granted access by the property owner. By acceptance of this proposal without information to the contrary, we consider that you have provided access to our exploration equipment for the conduct of our work consistent with the agreed work scope.

2.1.3 Property Disturbance

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities, such as rutting of the ground surface. However, in the normal course of our work some such disturbance will occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

All borings will be backfilled immediately after their completion with auger cuttings. Excess auger cuttings will be disposed of on the site by spreading in the area of each exploration point. Because backfill material often settles below the surface after a period of time, the exploration points should be periodically reviewed for signs of depressions and backfilled if necessary.

2.1.4 Safety

We are committed to the conduct of our work safely. Our field exploration work on this project will be conducted under the guidance of a safety plan that takes into account the information that we know about this site as it relates to safety and potential safety hazards.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities. We will file appropriate notification to the local and/or state mandated excavation permit office(s), as required by state law, and we will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards remains. Also, we are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard Type D Personal Protection Equipment (PPE) is appropriate.

Proposal for Preliminary Geotechnical Engineering Services

Huber Park ■ Reynoldsburg, Ohio

May 16, 2016 ■ Terracon Proposal No. PN4150648



In order to more completely address the potential for underground utilities, and in order to further understand other potential safety hazards associated with our field exploration program, we request the awareness and/or location of any private subsurface utilities, or any other potential safety hazards, be provided prior to mobilizing to the site. We are not responsible for damage to private utilities that are not made aware to us.

2.2 Laboratory Testing

Representative soil samples will be tested in our laboratory to determine pertinent engineering characteristics. Testing will include visual classification, moisture content, Atterberg limits and strength testing (hand penetrometer readings), as appropriate. Our laboratory procedures will follow ASTM standards.

The project engineer will review the field data from the exploration, and then assign the types and numbers of tests. Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. In the event additional testing is necessary, we will notify you of this need prior to initiating the additional testing.

2.3 Preliminary Geotechnical Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer. At the completion of our engineering analyses, we will prepare a preliminary geotechnical engineering report that provides the following:

1. Soil boring logs with field and laboratory data, soil stratification based on visual soil classification
2. Groundwater levels observed during and after completion of drilling
3. Site and Boring location plans
4. Subsurface exploration procedures
5. Description of subsurface conditions
6. Preliminary foundation options and engineering design parameters
7. Opinion on suitability of the site for proposed development.

3.0 SCHEDULE

We have developed a schedule to complete the scope of work stated in Sections 2.1 through 2.3 based upon our existing availability at the date of this proposal. We anticipate starting the field work within about 5 to 7 working days of receiving written notice to proceed, and the field exploration will take about 1 day to complete. We will complete laboratory testing, perform the geotechnical engineering services and issue our Preliminary Geotechnical Engineering Report within about 10 to 15 working days of the completion of drilling.

Proposal for Preliminary Geotechnical Engineering Services
 Huber Park ■ Reynoldsburg, Ohio
 May 16, 2016 ■ Terracon Proposal No. PN4150648



The schedule above is predicated upon our current availability and our understanding of your schedule needs. In the event the schedule provided is inconsistent with your needs, please contact us, and we will consider alternatives.

Because the schedule suggested above is tentative and dependent upon receipt of your notice to proceed, we will provide you with a specific schedule for the conduct of the project at the time of your issuance of notice to proceed.

4.0 COMPENSATION

Using our estimate of the work scope as outlined in Section 2, and our unit rates for the various work items, we have developed an estimate of fees for this project.

4.1 Basic Services

We will provide the basic preliminary geotechnical services work scope as stated in Section 2.1 through 2.3 for a **lump sum fee of \$3,600.00**. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal.

In the event that we encounter unanticipated conditions that would require variation in the work scopes as noted in Section 2.1 through 2.3, we will notify you of this variation, and we will send a supplemental proposal stating the modified work scope as well as its impact on our fee. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement form.

5.0 AUTHORIZATION

Work will be performed under the provisions of the attached Agreement for Services. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing the attached Agreement for Services along with this proposal and returning a copy of these documents to our Columbus, Ohio office.



INVOICE

800 Morrison Rd
Gahanna, OH 43230-6643
614-863-3113

Project Mgr: Sushanta Bhusal

Project: Huber Park Aquatic and Community Plan
7185 E. Main St.
Reynoldsburg, OH 43068

To: City of Reynoldsburg, OH
Attn: Dan Havener
7232 E. Main St.
Reynoldsburg, OH 43068

REMIT TO:

Invoice Number: T780722

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: N4165229
Invoice Date: 6/01/2016

Description	Total
Geotechnical Engineering Services	
Lump Sum	\$3,600.00
Invoice Total	\$3,600.00

Attachment: Expenses Associated with Land Purchase (1502 : Appropriation of Funds from CIP Fund to Development Fund)

TERMS: DUE UPON PRESENTATION OF INVOICE

Created on 6/1/2016

Page 1 of 1

Client #434486



INVOICE

800 Morrison Rd
Gahanna, OH 43230-6643
614-863-3113

Project Mgr: Sushanta Bhusal

Project: Huber Park Aquatic and Community Plan
7185 E. Main St.
Reynoldsburg, OH 43068

To: City of Reynoldsburg, OH
Attn: Dan Havener
7232 E. Main St.
Reynoldsburg, OH 43068

REMIT TO:

Invoice Number: T781095

Terracon Consultants, Inc.
PO Box 959673
St Louis, MO 63195-9673

Federal E.I.N.: 42-1249917

Project Number: N4165229
Invoice Date: 6/07/2016

Quantity	Description of Services	Rate	Total
\$600.00 Cost+	Private Utility Clearance	15%	\$690.00

Invoice Total \$690.00

Attachment: Expenses Associated with Land Purchase (1502 : Appropriation of Funds from CIP Fund to Development Fund)

Civil Service Commission

Billie Reidel

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6934 Phone

ORDINANCE REQUEST

DATE: September 12, 2016

TO: Finance Committee

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 157.02 EXAMINATIONS; PREFERENCES; SENIORITY OF Chapter 157 CIVIL SERVICE COMMISSION, AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

Statement of necessity: Ohio revised code 124.23, which addresses veteran's points given for examinations, changed and we need to be in compliance for any upcoming examinations.

It has come to the Commission's attention that changes were made in 124.23 of the ORC regarding veteran points, in that a new section was added, section (C2), stating that members in good standing of a reserve component of the Armed Forces of the United States, including the Ohio National Guard, who successfully completes the member's initial entry-level training, shall receive a credit of 15% of the person's total grade given in the examination in which the person receives a passing grade. The Commission is requesting this to be added to 157.02, but lowering the credit the member receives from 15% to 2%, since 157.02 currently gives 5% to veterans as shown to in section (C)(1).

157.02 EXAMINATIONS; PREFERENCES; SENIORITY

(A) All applicants for positions and places in the classified service shall be subject to examination, ~~which shall be public and open to all citizens of the United States and those persons who have legally declared their intentions of becoming United States citizens, within certain limitation to be determined by the Civil Service Commission, as to citizenship, residence, age, experience, education, health, habit and moral character; provided any soldier sailor, marine, coast guardsman, member of the auxiliary corps as established by Congress, member of the army nurse corps or navy nurse corps or red cross nurse who has served in the army, navy or hospital service of the united States, and such other military service as is designated by Congress, including World War I, World War II, or during the period beginning May 1, 1949, and lasting so long as the armed forces of the united States are engaged in armed conflict or occupation duty, or the selective service or similar conscriptive acts are in effect in the United States, whichever is the later date, for a minimum of twelve months, except as otherwise~~ provided in Sections 124.01 to 124.64 of the Revised Code, when a position in the classified service is to be filled, an examination shall be administered. The Civil Service Commission shall have control of all examinations administered. The Commission shall, by rule adopted under Chapter 119 of the Revised Code, prescribe the notification method that is to be used by the appointing authority to notify the Commission that a position in the classified service is to be filled. In addition to the positions described in section 124.30 of the Revised Code, the ~~director~~ commission may, with sufficient justification from the appointing authority, allow the appointing authority to fill the position by non-competitive examination. The Commission shall establish, by rule adopted under Chapter 119 of the Revised Code, standards that shall use to determine what serves as sufficient justification from an appointing authority to fill a position by noncompetitive examination.

(B) All examinations shall be public and be open to all citizens of the United States and those persons who have legally declared their intentions of becoming United States citizens, within certain limitation to be determined by the Commission, as to citizenship, residence, age, experience, education, health, habit and moral character.

(C)(1) Any person who has been honorably discharged ~~therefrom~~ the uniformed services or transferred to the reserve with evidence of satisfactory service, and who is a resident of Ohio, and any member of a reserve component of the armed forces of the United States, including the Ohio National Guard, who has completed more than one hundred (180) days of active duty service pursuant to an executive order of the President of the United States or an act of congress of the United States may file with the Civil Service Commission a certificate of service of honorable discharge, and, upon this filing, ~~he/she the person~~ the person shall receive additional credit of five percent (5%) of the ~~his/her the person's~~ the person's total grade given in the ~~regular~~ examination in which ~~he/she the person~~ the person receives a passing grade. A person who receives an additional credit under division (C)(1) of this section shall not receive an additional credit under (C)(2) of this section. ~~Such examination may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. Examinations shall consist of one or more tests in any combination. Tests may be written, oral, physical,~~

demonstration of skill, or an evaluation of training and experiences and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which appointment is sought. Where minimum or minimum requirements are established for any examination they shall be specified in the examination announcement.

~~(b) The Civil Service Commission shall have control of all examinations, except as otherwise provided in Ohio R.C. 124.01 and 124.64. No questions in any examination shall relate to political or religious opinions or affiliations. No credit for seniority, efficiency or any other reason shall be added to an applicant's examination grade unless the applicant achieves at least the minimum passing grade on the examination without counting such extra credit.~~

~~(c) Reasonable notice of the time, place and general scope of every competitive examination for appointment to a position in the civil service, except as otherwise provided in such sections, shall be given by the Civil Service Commission.~~

(C)(2) A member in good standing of a reserve component of the armed forces of the United States, including the Ohio National Guard, who successfully completes the member's initial entry-level training, shall receive a credit of two percent (2%) of the person's total grade given in the examination in which the person receives a passing grade.

(C)(3) As used in this division "service in the uniformed services" and uniformed services" have the same meanings as in the "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149 U.S.C.A. 4303.

(D) An examination may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. An examination shall consist of one or more tests in any combination. Tests may be written, oral, physical, demonstration of skills or an evaluation of training and experiences and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which appointment is sought. Tests may include structured interviews, assessment centers, work simulations, examination of knowledge, skills, and abilities, and any other acceptable testing methods. If minimum or maximum requirements are established for any examination, they shall be specified in the examination announcement.

(E) No questions in any examination shall relate to political or religious opinions or affiliations. No credit for seniority, efficiency, or any other reason shall be added to an applicant's examination grade unless the applicant achieves at least the minimum passing grade on the examination without counting that extra credit.

(F) The Civil Service Commission shall have control of all examinations, except as otherwise provided in sections 124.01 to 124.64 of the Revised Code and shall give reasonable notice of the time, place, and general scope of every competitive examination for appointment for positions in the classified service. The Civil Service Commission shall post notices via electronic media of every examination to be conducted for positions in the classified civil service and such notices shall be posted in a conspicuous place in city hall and on the City's internet site for a minimum of two weeks preceding any examination involved.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: September 12, 2016**TO:** Finance Committee**RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT WITH TOOLE & ASSOCIATES FOR PROFESSIONAL
PLAN REVIEW AND INSPECTION SERVICES AND DECLARING
AN EMERGENCY.

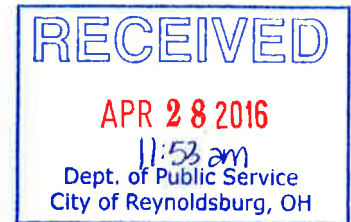
Emergency/Suspension: Emergency

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

Statement of necessity: To allow for plan review and inspection services for projects governed by the Ohio Building Code and the Residential Code of Ohio.

Please see attached proposal, including the rate sheet, and contract. This item will allow us to utilize Toole & Associates as a plan review and inspection firm.

Toole & Associates



April 28, 2016

City of Reynoldsburg
Bill Sampson
Service Director
7262 E. Main St.
Reynoldsburg, OH 43068

Please find enclosed information regarding the firm of **Toole & Associates, LLC** and the services we can offer to the City of Reynoldsburg Building Department. We can assist the City Building Department to provide reliable, flexible and timely services. Our firm has three Chief Building Officials, two Master Plans Examiners, five Building Inspectors, three Electrical Inspectors, and two Plumbing Inspectors available to assist the City. We are the single-source for *regulatory* personnel to augment the City's staff.

We have established long-term relationships with our building department, providing competitive, timely and reliable services that promote healthy and safe environments for the public. We have provided residential plans examination services for thousands of new homes by various builders in each community and hundreds of commercial projects, always working with each jurisdiction, the builders, design professionals and owners in order to safely and effectively serve their needs. We are intent on being available to the building department and its personnel whenever there is a concern or question. We are easily available to the applicant, working diligently to assist them in obtaining a certificate of plan approval as quickly as possible. We offer walk through plans examination to provide expedited services.

- **Emphasis:** Communicating with applicants and being accessible to answer questions.
- **Team Work:** Toole & Associates works diligently to provide services that seamlessly blend with the efforts of the City. Often applicants are not aware we are on the contract; we work hard to reflect well on the City, minimizing conflicts. We want to issue permits and partials to help keep applicants moving.
We recognize the building code is intended to regulate construction, not stifle development.
- **Value:** We are able to provide the City with the best service through our experienced and efficient staff at rates that are competitive in our industry.

We appreciate this opportunity to provide information regarding our services and look forward to working for the City.

Sincerely yours in safety,

Toole & Associates, LLC
William R. Toole, CBO
Principal

Attachment: Toole Assoc Proposal (1516 : Toole & Associates Plan Review and Inspection Contract)

Toole & Associates

WILLIAM R. TOOLE, CBO

William Toole serves as the Chief Building Official for Toole & Associates, LLC. He is a lifelong resident of central Ohio, holding a B.S. from the University of Alabama and an MBA from Xavier University. Bill was the president of Russell E. Toole & Sons Electric, a residential, commercial and industrial electrical contracting firm for 30 years. He has held a State of Ohio Electrical Safety Inspector and Building Inspector certification for over 20 years. Prior to coming to Toole & Associates, Bill was the Chief Building Official, Electrical Inspector and Flood Plain Administrator for Pickaway County.

MICHAEL A. BORYCA, MPE

Michael Boryca is the Master Plans Examiner for Toole & Associates, LLC. He received his B.S. in Architecture from the Ohio State University and is the owner of Architecture! Ohio. Mike has worked as a Chief Building Official, Master Plans Examiner and Building Inspector in the Central Ohio area for over 25 years.

VINCENT C. BENEDETTI

Vince is also a lifelong resident of central Ohio, graduating from Bexley High School and Ambassador College in Texas. Vince worked for 15 years in the electrical trades before entering the inspection field with the City of London Ohio Building Department. Vince worked as an electrical inspector, property maintenance inspector, residential building official and inspector and zoning administrator. Vince organized the Madison County Nonresidential Building Department and the Village of Mount Sterling Residential Building Department while at London. In 2012 Vince joined Toole & Associates and is currently pursuing a certification as a Building Official.

GEOFFREY DAVIS

Geoff Davis is a lifelong resident of the City of Lancaster. Geoff worked as a plumbing contractor for 10 years installing and servicing all types of residential and commercial plumbing systems. In 1998 Geoff became a plumbing inspector and plumbing plans examiner working for the City of Columbus for 10 years. After obtaining his Residential Building Official and Commercial Building Inspector Certifications, Geoff joined the Pickaway County Building Department where he is their interim Building Official.

RYAN HANIGAN

Ryan graduated from Ball State University with a Bachelor's and Master's degree in Architecture. Upon graduation Ryan started with Toole & Associates, LLC where he has obtained his Residential Building Inspector's Certification and Building Inspector's Certification. Ryan is currently studying for the Architectural Registration Exam and hopes to eventually become a Master Plans Examiner.

JAN ROZANSKI

Jan has nearly 50 years' experience in the construction field, beginning in 1967 framing houses to put himself through engineering school. In 1997 Jan became a Building Inspector and worked for the next 18 years for the City of Dublin. During his last 9 years he was their senior inspector and also obtained his Building Official certification. Jan came to Toole & Associates, LLC after deciding to "semi retire". He is kept busy doing commercial and residential building inspections for various Central Ohio Communities.

JEFFREY S. RUSH

Jeff has 40 years as a residential, commercial and industrial electrical installer and taught electrical apprenticeship classes for 15 years. Jeff obtained is Electrical Safety Inspector and Building Inspector Certifications and has worked for the last four years with the City of Reynoldsburg and Toole & Associates, LLC.

RYAN A. WILKINS

Ryan has 30 years in the plumbing and HVAC industry. For the past 17 years he has performed plumbing and residential building inspections for Toole & Associates, Fairfield, Hocking, and Pickaway Counties.

Toole & Associates

April 28, 2016

Mr. Bill Sampson
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: **Contract for Building Department Services - Reynoldsburg**

Dear Mr. Sampson:

SCOPE OF SERVICES

We propose to provide the following services for Reynoldsburg through December 31, 2016.

1. **Chief Building Officials (CBO):** *back-up* responsibilities for administration and code-enforcement of the Department as needed and *directed* of the 2011 Ohio Building Code (OBC).
2. **Master Plan Examiners (MPE):** review and issue responses of documents submitted for compliance with the OBC / RCO.
3. **Building, Electrical-Safety and Plumbing Inspectors (BI, ESI & PI):** *back-up* responsible for inspection, investigation and Verification of conformance with the "*approved*" plans.
4. Toole & Associates, LLC will maintain the State Certifications for CBO, MPE, BI, PI and ESI in accordance with the Ohio Revised Code (ORC) at *no cost to the City*.
5. Provide "*walk-through, by-appointment*" review and code-consultation for applicants. Plans will be transmitted via Reynoldsburg designated courier. Plans will be reviewed in the order received in the offices of Toole & Associates, LLC generally within ten (10) **working** days, excluding legal holidays following our receipt of the documents. We will communicate with Reynoldsburg Officials and Inspectors. We will provide interpretations for Officials, assist preparations of State-required Reports and attend meetings as requested by the Reynoldsburg.
6. We will schedule inspections and dispatch inspectors within 24-hours; except for inspections that the local Fire Dept. wishes to witness, when 48-hours will be required to coordinate the appointment. We will provide *additional services* as requested by the Reynoldsburg as related to consultation on design, development or other issues. These services will be provided at the rates identified below. Toole & Associates, LLC shall carry *Professional Liability Insurance* in the amount of \$1,000,000.00. Each party agrees to waive claims for consequential damages. The amount of recoverable damages for any error or omission, or negligence by Toole & Associates, LLC shall be limited to the firm's *available* professional liability coverage.
7. **Non-Solicitation and Liquidated Damages:** from the date of commencement of services until one year following the completion of services, client agrees that it shall not solicit or offer or provide employment to any Toole & Associates, LLC employee performing the services under this agreement without the express written permission of an authorized Toole & Associates, LLC representative. Client agrees that any such solicitation, offer or employment of any Toole & Associates, LLC employee who performed services under this agreement would cause irreparable harm to Toole & Associates, LLC and that Toole & Associates, LLC would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the Toole & Associates, LLC employee (*or former employee as the case may be*) representing the cost of training a new employee. Accordingly, client agrees to pay Toole

Attachment: Toole Assoc Proposal (1516 : Toole & Associates Plan Review and Inspection Contract)

Toole & Associates

& Associates, LLC as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

8. The duration of this Agreement shall be effective for a term of one (1) year and may be renewable annually thereafter. No action shall be required by the Reynoldsburg or Toole & Associates, LLC to renew this Agreement with no change in terms. A 90-day written notice will be provided if there is intent not to renew. Each provision of this Agreement shall be separable. If any provision of this Agreement is found to be void or unenforceable, the balance of the Agreement shall remain in full force and effect. This Agreement shall be construed and enforced under the Laws of Franklin County, Ohio.

FEE SCHEDULE

The rates established by this proposal are as follows:

Back-up Chief Building Official (CBO):	\$95.00 / Hour
Residential Plan Review, New Build (fixed fee each)	\$110.00
Residential Plan Review, Minor Alterations (fixed fee each)	\$65.00
Residential Plan Review, Resubmissions (fixed fee each)	\$65.00
Plan Review (MPE):	\$78.00 / Hour
Back-up Inspection (BI, ESI & PI):	\$68.00 / Hour
After Hours Inspections (minimum 3 hours)	\$150.00/Hour
Additional Services (if requested by Reynoldsburg):	\$95.00 / Hour
Direct Expense: Mileage (Rate permitted by the IRS as adjusted annually)	\$ 0.54 / Mile
Direct Expense: Delivery / Copying and Reproduction (if necessary)	Actual Cost + 20%

Questions regarding items invoiced shall be resolved within fifteen (15) calendar days, and a replacement invoice submitted if required.

We appreciate the opportunity to provide these services to the City of Reynoldsburg.

Sincerely yours in safety,

Toole & Associates, LLC



William R. Toole,
Principal

We agree as to the terms and conditions as set forth above. This Agreement is entered into the _____ day of _____, 2016.

For Reynoldsburg:

Attest:

Approved as to form: _____

Reynoldsburg Attorney / Date

PROFESSIONAL SERVICES CONTRACT
between
CITY OF REYNOLDSBURG, OHIO
And
TOOLE & ASSOCIATES, LLC.

This agreement entered into this ____ day of _____, 2016 by and between THE CITY OF REYNOLDSBURG, OHIO, hereinafter known as the “City” and TOOLE & ASSOCIATES, LLC., hereinafter known as the “Toole”.

WHEREAS, it is necessary for the City to obtain qualified Building Officials and Inspectors for projects governed by the Ohio Building Code and the Residential Code of Ohio, and

WHEREAS, Toole will provide the services of a Building Official and/or Inspector and as such is certified and qualified to perform such tasks. Copies of such certifications shall be provided to the City.

Services to be provided include:

1. **Chief Building Officials (CBO):** *Back-up* responsibilities for administration and code-enforcement of the Department as needed and *directed* of the 2011 Ohio Building Code (OBC).
2. **Master Plan Examiners (MPE):** Review and issue responses of documents submitted for compliance with the OBC/RCO
3. **Building, Electrical-Safety and Plumbing Inspectors (BI, ESI & PI):** *Back-up* responsible for inspection, investigation, and verification of conformance with the “*approved*” plans.
4. Toole & Associates, LLC will maintain the State Certifications for CBO, MPE, BI, PI and ESI in accordance with the Ohio Revised Code (ORC) at *no cost* to the City
5. Provide “*walk-through, by-appointment*” review and code-consultation for applicants. Plans will be transmitted via Reynoldsburg designated courier. Plans will be reviewed in the order received in the offices of Toole & Associates, LLC generally within ten **(10) working** days, excluding legal holidays following our receipt of the documents. We will communicate with Reynoldsburg Officials and Inspectors. We will provide interpretations for Officials, assist preparations of State-required Reports, and attend meetings as requested by Reynoldsburg.
6. We will schedule inspections and dispatch inspectors within 24-hours; except for inspectors that the local Fire Department wishes to witness, when 48-hours will be required to coordinate the appointment. We will provide *additional services* as requested by Reynoldsburg as related to consultation on design, development or other issues. These services will be provided at the rates identified below. Toole & Associates, LLC shall carry *Professional Liability Insurance* in the amount of \$1,000,000. Each party agrees to waive claims for consequential damages. The amount of recoverable damages for any error or omission, or

negligence by Toole & Associates, LLC shall be limited to the firm's *available* professional liability coverage.

7. Non-Solicitation and Liquidated Damages: from the date of commencement of services until one year following the completion of services, client agrees that it shall not solicit or offer to provide employment to any Toole & Associates, LLC employee performing the services under this agreement without the express written permission of an authorized Toole & Associates, LLC representative. Client agrees that any such solicitation, offer or employment of any Toole & Associate, LLC employee who performed services under this agreement would cause irreparable harm to Toole & Associates, LLC and that Toole & Associates, LLC would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the Toole & Associates, LLC employee (*or former employee as the case may be*) representing the cost of training a new employee. Accordingly, client agrees to pay Toole & Associates, LLC as liquidated damages an amount equal to double the employee's (*or former employee's*) annual compensation including bonus.
8. The duration of this Agreement shall be effective for a term of one (1) year and may be renewable annually thereafter. No action shall be required by the Reynoldsburg or Toole & Associates, LLC to renew this Agreement with no change in terms. A 90-day written notice will be provided if there is intent not to renew. Each provision of this Agreement shall be separable. If any provision of this Agreement is found to be void or unenforceable, the balance of the Agreement shall remain in full force and effect. This Agreement shall be construed and enforced under the Laws of Franklin and Licking Counties, Ohio.
9. All services pursuant to this agreement shall be billed at the rates set forth on the attached Fee Schedule. Payment shall be made by the City to Toole within thirty (30) days of receipt of as valid invoice for services.

IN WITNESS WHEREOF the Parties have set their hands at Reynoldsburg, Ohio, on the date aforesaid.

THE CITY OF REYNOLDSBURG, OHIO

APPROVED AS TO FORM:

By: _____

Bradley L. McCloud, Mayor
7232 E. Main St.
Reynoldsburg, Ohio 43068
(614) 322-6809

James E. Hood, City Attorney

By: _____

William R. Toole, _____(title)
TOOLE & ASSOCIATES, LLC.
454 E. Main St. Suite 236
Columbus, Ohio 43215
(614) 224-2300

CERTIFICATE

(O.R.C. Section 5705.41)

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: _____

Richard E. Harris, City Auditor

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: September 12, 2016

TO: Finance Committee

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH FEINKNOPF MACIOCE SCHAPPA
ARCHITECTS FOR PROFESSIONAL PLAN REVIEW SERVICES,
AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

Statement of necessity: To allow for plan review and inspection services for projects governed by the Ohio Building Code and the Residential Code of Ohio.

Please see attached proposal, including the rate sheet, and contract. This item will allow us to utilize Feinknopf Macioce Schappa Architects as a plan review firm.

City of Reynoldsburg

Statement of Qualifications for Building Department & Plan Review Services

Submitted on: May 5, 2016



SUBMITTED BY:
Feinknopf Macioce Schappa Architects, Inc.

995 W 3rd Avenue
Columbus, OH 43212
Main 614.297.1020

CONTACT: Sherri Scholl, AIA
sscholl@fmsarchitects.com
Direct 614.545.1724



FEINKNOPF MACIOCE SCHAPPA ARCHITECTS

Attachment: FMSA Proposal (1520 : Feinknopf Macioce Schappa Plan Review Contract)

Letter of Introduction

May 5, 2016

Mr. David McBride
Chief Building Official
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: Building Department & Plan Review Services, Submittal of Qualifications

Dear Mr. McBride:

Thank you for the opportunity to present our qualifications for the City's solicitation regarding intermittent/back up Building Official services, Commercial and Residential plan review services. We understand the scope to include review of plans submitted to the city in regards to building code, ADA code, state and city regulations and city design details and standards. We understand we will provide written notice of the review with findings clearly identified in the format you require and attend any meetings for the reviews. We are fully capable and prepared to act as the City's representative at hearings and see no issues or conflicts of interest in existence that could arise by us working directly for the City.

We have completed dozens of constructability reviews, renovations, new builds and site plans. We have collaborated with clients ranging from fortune 500 companies to non-profit to local school districts. ***We believe we are the best qualified to perform your services supporting your Building Department because of our knowledge bank, our architectural experience & expertise and most importantly our desire to provide you with the best services you've ever experienced.*** We understand that each of our clients is different than the other and we adapt ourselves to meet their unique needs. From a large corporate client to a small family-owned business, we have always been able to work with any type of Owner because we take the time to understand their day to day operations, in particular what their needs are today and what they will be in the future. We would honor the chance to prove this to you.

Our management staff work hands-on in our office and manage projects just as staff members do. Our staff *always* personally commits 100% to projects, which is the reason why we have been in business for 88 years.

Our team is excited about the opportunity to demonstrate our expertise to the City of Reynoldsburg, and looks forward to the chance to work with you as back up Building Official, and carrying out your commercial and residential plan reviews. Should you have any questions or concerns, please contact me directly at the email or number listed below.

We hope to hear from you soon.

Sincerely,



Sherri Scholl, AIA, NCARB, LEED AP, MPE
Architect
Master Plans Examiner for the State of Ohio
Building Official, State of Ohio
sscholl@fmsarchitects.com
614-545-1724

Feinknopf Macioce Schappa Architects, Inc.
995 West Third Avenue Columbus, Ohio 43212

Firm History

Name: Feinknopf Macioce Schappa Architects, Inc.
Address: 995 W. 3rd Avenue
 Columbus, OH 43212-3109
Phone: 614-297-1020
Fax: 614-291-1020
Contact: Sherri Scholl,
 614-545-1724
 sscholl@fmsarchitects.com



As of August of 2015, our firm has been in business continuously as an Ohio-based firm for 87 years. Located in your school district, we originated in 1928 as the Mark D. Feinknopf Architectural Firm. Following the change to a partnership, in 1989 we incorporated as Feinknopf Macioce Schappa Architects, Inc. (FMS Architects) in Ohio. We currently maintain 49 state registrations coast to coast, Washington D.C. and Puerto Rico.

FMS is the oldest Architecture firm in Columbus at 87 years.

The firm expanded services to become a full service architectural firm with in-house interior design services. We are recognized for award-winning design projects important to the community. We have a great deal of experience and expertise working with city and state agencies and are highly regarded for our teaming approach.

Since the firm's inception, our core business has included both higher education, K-12, retail, hospitality and office facilities. Today, FMS Architects has a dedicated Plan Review Division which provides services to jurisdictions throughout Central Ohio. These services are provided for individual villages, cities and counties.

Our staff includes highly regarded architects and our services include building forensics, historical restoration, sustainable design, and ADA compliance. We have nine ICC Certified Accessibility Inspectors/Plans Examiners on staff. We also have five LEED Accredited Professionals that have successfully attained LEED Silver or higher certification on projects for the OSFC. We are proud to have completed Ohio Department of Natural Resources' (ODNR) Building B renovation project—the first state-funded LEED-Certified project in Ohio.

Feinknopf Macioce Schappa Architects has 5 registered Architects on staff, and 19 employees total in our office. We are small enough to give you dedicated service and large enough to pull in any resources our team needs to meet your project goals. Our dedication to client service on each and every project is our cultural heritage.

- 1 Chief Building Official for the State of Ohio
- 1 Master Plans Examiner for the State of Ohio
- 5 Licensed Architects, 3 more pursuing registration
- 9 ICC Certified Accessibility Inspector/Plans Reviewer
- 1 NCIDQ Certified Interior Designer, 1 pursuing certification
- 5 LEED Accredited Professionals

PROPOSED TEAM LEADER AND SUPPORT

Sherri Scholl AIA, NCARB, LEED AP BD&C, MPE
 Building Official, Master Plans Examiner
 Registered Architect - 5 years with FMS, Firm Shareholder
 Master Plans Examiner for the State of Ohio
 Building Official Certification
 ICC Certified Accessibility Inspector/Plans Reviewer

Mike Paplow AIA
 Architectural Expertise Support, Historical Architecture
 Registered Architect, Principal - 30 years with FMS
 Architects, Firm Shareholder, Historic Architecture: Ohio
 Preservation Office Consultant

David Youse AIA, NCARB,
 Architectural Expertise Support, Accessibility
 Registered Architect, President - 29 years with FMS
 Architects, Firm Shareholder, ICC Certified Accessibility
 Inspector/Plans Reviewer

Statement of Qualifications



Current Contracts

Commercial & Residential Plan Review

City of Powell (April 2016 -present)

Violet Township (Jan 2016 - present)

City of Gahanna (March 2015 -present)

Village of Obetz (April 2015 -present)

City of Grandview Heights (Oct 2015 -present)

City of Dublin (Oct 2014 -present)

City of New Albany (2012 - present)

City of Groveport (2012-present) : Industrial, Commercial & Residential Plan Review

Residential Plan Review

Delaware County (Aug 2014-present)

Services: Plans examiner and residential plans examiner services including review of projects governed by Ohio Building Code and Ohio Residential Code. Review of documents, preparation of letter of approval and preparation of correction letters. Additional services of phone calls, meetings, hearing appearances, and other incidental business.

Constructability Reviews and Construction Inspections (2008-Present)

Services: FMS is currently performing client specific cost, constructability and on-site construction inspections for commercial lending for US Bank, Fifth Third Bank, Huntington, S&T Bank, Peoples Bank and Wells Fargo. We also provide similar inspections, quality control and feasibility reports for the City of Columbus.

Our constructability review of the contract documents includes the budget, schedule, and identifies questionable construction documentation and/or detailing that might compromise the built results for the project. The project is also evaluated from the standpoints of health, safety, welfare, and building code compliance. All documents are carefully reviewed, and any issues that are discovered in regard to building systems are documented and communicated to the client. As licensed professionals we are asked to provide our services as a technical portion of the fiduciary responsibility on behalf of the financial institution. Our review is then delivered in the form of a published report as record.

During the constructability review process, we review construction drawings, specifications, project schedules, cost estimates, general building permits, surveys, geotechnical recommendations, hazardous material surveys, and existing conditions documentation. We also review for compliance with requirements of the EPA, zoning boards, FEMA floodplain, FHA, ADA, ODOT, and architectural review boards. During this process, we have uncovered significant issues that needed to be addressed by the architect of record. We always recognize that the architect of record ultimately has responsibility for documenting a quality project in compliance with all regulations. However, the bank consistently withholds approval of project funding until all of our review items have been addressed and resolved to our satisfaction. We appreciate the trust the bank places in our services and constructability reviews are only conducted by experienced registered architects.

After a project is approved and moves into construction, a registered architect on our staff conducts a site visit bi-weekly or monthly depending upon the borrower's loan agreement. We review for general compliance with construction documents, material and workmanship, work progress, and appropriateness of work complete relative to



Statement of Qualifications

the approved schedule of values and the contractor's requested payments. We also examine schedule performance, change orders executed and pending, permit and inspection status, sub-contractor performance and solvency, and adequacy of contingency. Additionally, we review lien waivers and monitor that process so legal paperwork is kept up-to-date and thus protecting everyone's contractual rights. A written report of each site visit with extensive supporting photographs and relevant documentation is prepared and submitted to the client. To-date, we have completed constructability reviews for over \$350 million in construction with multiple clients.

Scope of Services

1. We have a Certified Building Official on staff and are qualified to provide services serving as an intermittent or back up Building Official.
2. Residential Plans Examiner - On Staff and currently providing similar services to other jurisdictions.
3. Master Plans Examiner - On Staff and currently providing similar services to other jurisdictions.
4. Building Inspector - Currently do not offer services, but have sub consultants available should this be desired.
5. Residential Building Inspector - Currently do not offer services, but have sub consultants available should this be desired.
6. Electrical Safety Inspector—Currently do not offer services, but have sub consultants available should this be desired.
7. Plumbing Plan Review and inspection services— N/A
8. Inspection Scheduling—Currently do not offer services
9. Plan Review and Processing—We are ready and able to meet your schedule requests for processing and turn around.
10. Communication—Sherri Scholl will be single point of contact to keep communication stream lined.
11. Additional Services as requested : services offered. We may provide Architectural Services to business in Reynoldsburg under the company David A. Youse, Architect as we represent retailers and clients that reside in Reynoldsburg. Any other client would not be represented by FMS Architects in order to avoid any arising conflicts of interest.

We believe our quality of design and our customer service are second to none, and our track record with renovations is testament to our service commitment to our clients.

The cornerstone of our practice is working with great repeat clients who know firsthand that we deliver what we promise. If you are interested in contacting other clients, we invite you to contact the references listed to hear firsthand what others have to say about our quality and service.



Reference Contact:

Mr. Stephen Moore
Groveport Building Department
Chief Building Official
smoore@groveport.org
(614) 830-2046

Resumes—Single Point of Contact



Sherri Scholl, AIA, NCARB, LEED AP BD&C, MPE **Building Official** **Master Plans Examiner : Commercial and Residential**

Sherri brings over 19 years of project experience and has extensive project experience as a Project Manager in programming, planning and design of new builds and renovation of facilities, including civic and medical facilities. She regularly manages site assessments, field verifications and consultant coordination. Sherri is well known for her superior design skills and attention to detail, as well as the ability to communicate openly and honestly with her clients. In November 2013, she earned her Accessibility Inspector/ Plans Examiner Certification. Sherri has recently passed all the tests required to earn Chief Building Official Certification.

RELEVANT EXPERIENCE

Contracted Plans Reviewer, The City of New Albany, Ohio

Sherri has been contracted by the City of New Albany since 2012 providing commercial and residential plan reviews. Market Street Retail was the main focus of reviews for 2013. This project involved meetings with the developer, architect of record and others on the design team, along with City personnel. A difficult issue regarding an open stair was the main focus of the multiple meetings. Through discussions with the Chief Building Official and the architect of record, a solution was found that upheld the code, but allowed the architect to retain the design. The City process for New Albany has a quick time frame for review turn around, a task Sherri has met with each deadline requested by the City.

Contracted Plans Reviewer, The City of Groveport, Ohio

Sherri has reviewed many residential and commercial projects. Working closely with the City Staff, a multiple building project site was approved, along with a difficult residential addition. Sherri has attended meetings with applicants and City Staff, assisted Inspectors by accommodating applicants, and taken a variety of phone calls from applicants in order to assist with the process.

OSFC Design Manual Updates , Statewide, Ohio

Sherri was the design lead and project coordinator for the Ohio Schools Facility Commission's Design Manual Updates for 2012 and 2013. She managed the architectural drafting team, the engineering consultants and the graphic designers engaged to complete this 2500 page book of design standards. She reviewed existing manual chapters for code compliance and chaired owner meetings during update conferences. Sherri provided overall schedule management during the distribution of the updates.

U.S. Bank - Constructability Reviews , Statewide, Ohio

As a Master Plans Examiner for the State of Ohio, Sherri assists with code review for US Bank properties assigned for constructability review. She stands as our firm's resource for ADA compliance, building code, mechanical, plumbing and electrical on both commercial and residential properties.

EDUCATION

- Master of Architecture
University of Minnesota
- Bachelor of Science, Architecture
The Ohio State University

PROFESSIONAL REGISTRATIONS

- Registered Architect; State of Ohio
2003
- USGBC; LEED Accredited
Professional
- NCARB (*National Council of
Architectural Registration Boards*)
- Master Plans Examiner; 2012
 - ICC Electrical Plans Examiner
 - ICC Mechanical Plans
Examiner
 - ICC Plumbing Plans Examiner
 - ICC Building Plans Examiner
- Accessibility Inspector/ Plans
Examiner; November 2013
- Chief Building Official Certification;
December 2014

AFFILIATIONS

- American Institute of Architects
- Council of Educational Facility
Planners International
- International Code Council



Resume—Support Leads



Mike Paplow, AIA **Architect**

Mike is a gifted Architect and is excellent at collaborative design processes with staff and communities which allow him to be an exceptional addition to any team. His experience as an adjunct design professor for The Knowlton School of Architecture at The Ohio State University and his fine communication skills allow him to simplify complex problems and help others visualize and explore possible solutions. Mike's professional expertise includes community, corporate and campus planning, as well as design for a wide variety of building types. Mike is currently on the board for the City of Bexley Planning Commission.

PROJECT EXPERIENCE

Zane State College, Training & Education Center, Cambridge, Ohio

Mike is currently leading the planning and programming efforts for this 37,000 square foot new building that will house the business & industry classes. The new two story building will include laboratory spaces, general classrooms, a lecture hall and community spaces. This \$10M LEED Gold project will also showcase an elevated pedestrian bridge connecting the new building to an existing building across the main street through campus.

The Southern Theatre Columbus, OH

Mike was the Project Architect on this 900 seat fully rigged, \$5 million project. It was an award-winning renovation and restoration of an historic theater with extensive new building and performance systems, dressing rooms, loading dock, programming and design through construction services. From the street, a new entry sequence was devised incorporating an illuminated accessible terrace extending invitingly beyond the building's facade, which now holds frameless glass doors within the original decorative arch.

The North Market Columbus, OH

Mike was Project Manager and Architect on this project. It was a creative reuse of old warehouses that relocated the oldest public market in downtown Columbus. In keeping with the open market feeling, additional design elements include several entrances to the market, many windows, and sophisticated daylight design. Effective circulation around merchant locations gives the ability to see above and around each vendor location.

682 North Pearl, Columbus, OH

Mike was the Project Manager for this former abandoned historical warehouse in the Short North of Columbus. The design included Pistachio, a neighborhood pastry kitchen, with an inviting entry and customer area. The upper two floors are four units of loft-style luxury apartments. The apartments are highlighted by 10-foot high ceilings, original exposed brick, hardwood floors, and abundant natural lighting.

ILGARD at the Ridges Building #22, Ohio University, Athens, OH

Mike was the Project Architect/Manager on this **\$2.5 million** project. He worked closely with OU to convert Building 22, a late 1800s psychiatric dormitory facility into offices for the Institute for Local Government Administration and Rural Development (ILGARD) and related teaching programs.

EDUCATION

- Master of Architecture, Yale University
- Bachelor of Arts, Dartmouth College

PROFESSIONAL REGISTRATION

- Registered Architect—Ohio

PROFESSIONAL AFFILIATIONS

- City of Bexley Planning Commission, 2003-present
- Ohio Historic Preservation Office Consultants List
- North Market Development Authority Board
- Teaching experience: Adjunct Assistant Professor in Design, The Ohio State University, 1986-1991
- Visiting Jury Critic: The Ohio State University, Department of Architecture, 1982-present
- Ohio Arts Council, Design Arts Panel, Chair, 1993
- Ohio Arts Council, Art-in-Public Spaces Panel, Chair, 1993
- Ohio Arts Council/Ohio Humanities Council, Joint Program on Human Values and the Built Environment, 1982-84
- Ohio Arts Council, Artist-in-Residence, 1980-81
- Publications: Dialogue Magazine, 1982-1984

Resume—Support Leads



David A. Youse, AIA, NCARB, CSI **Architect**

As President of the firm, Dave Youse continues our tradition of principals maintaining an active role on projects. He contributes over 30 years of Architectural and Project Management experience. Dave regularly leads and manages projects and regularly stands as the main contact point for client communication. He excels in space planning and has led multiple feasibility studies for corporate environments, medical offices and municipalities statewide. Dave's experience includes new build and renovations of mixed-use buildings, with an emphasis on getting projects built with multiple delivery systems and fast track schedules. Dave is currently the past - president of the Columbus Chapter of AIA.

PROJECT EXPERIENCE

US Bank Constructability Reviews, Nationwide

FMS Architects provides a thorough review of the contract documents including budget, schedule, and quality of documents for the project. During the constructability review process, we review construction drawings, specifications, project schedules, cost estimates, general building permits, surveys, geotechnical recommendations, hazardous material surveys, and existing conditions documentation. We also review for compliance with requirements of the EPA, zoning boards, FEMA floodplain, FHA, ADA, ODOT, and architectural review boards. We document our comments in detailed reports that are clear and concise.

OSU/COSI Labs in Life, Columbus, Ohio

Dave was the Principal in Charge overseeing design services for this exciting new physiology lab exhibit at COSI. Working together with OSU, the lab stressed testing and lab analysis of actual athletes and focused on introducing children to the effects of physical exercise on the body. Dave organized a design charrette for the Doctors of OSU and the facilities staff of COSI to help space plan adjacencies for labs. Vast efforts were made to make sure all the lab spaces worked well together to help the exhibit work as efficiently as possible.

The Scotts Company, Marysville, Ohio

Dave was the Principal-in-Charge/QA/QC on this 45,000 square foot, three-story, \$7 million office project. He oversaw the design and construction of this addition to the company's North American headquarters which included closed executive offices, open offices, a flexible conference center and 100-seat auditorium/training facility. He also led the pre-design phase of this project and worked directly with the end users providing interviews for needs, analysis of existing spaces and the creation of a document booklet that recorded findings.

Westar Medical Office Building, Columbus, Ohio

Dave was the Principal in Charge overseeing this 35,000 square foot, \$2.6 million new build medical office building. The project was built in multiple phases on a flood plain. The facilities contains occupational therapy, a diagnostic center with comprehensive sports, cardiac, and physical rehabilitation, a women's health facilities and a pharmacy.

OTHER RELEVANT SITE ASSESSMENT AND CONSTRUCTABILITY REVIEW PROJECT EXPERIENCE

- **City of Canal Winchester Municipal Bldg Relocation**
- **Red Roof Inn Headquarters – Space Study, Program Development**
- **Huntington Banks Corporate Offices**
- **Chase Bank ATM test facility spatial needs study**

EDUCATION

- Master of Architecture
The Ohio State University
- Bachelor of Science, Architecture
The Ohio State University

PROFESSIONAL REGISTRATION

- Registered Architect—Ohio (1988)
and 48 additional states (all except Alaska), plus District of Columbia
- Previously registered in British Columbia, Manitoba, and Ontario w/ plans to renew Ontario for 2016
- NCARB (National Council of Architectural Registration Boards)
- Accessibility Inspector/ Plans Examiner, 2014

PROFESSIONAL AFFILIATIONS

- Columbus Chapter of AIA
President 2016
President Elect 2015
Treasurer 2014
Secretary 2013
Board of Directors 2012
Mentoring Chair 2010-2011
- Member of the Downtown Discovery District
- Past President of the Josephinum Woods Civic Association 2006-2008

City of Reynoldsburg
Fees and Expenses Table

Staff	
Chief Building Official (BO):	\$ 125.00 /hour
Residential Building Official (RBO):	\$ 125.00 /hour
Inspector(s):	
Residential Building Inspector (RBI)	\$ N/A /hour
Building Inspector (BI)	\$ N/A /hour
Electrical (ESI)	\$ N/A /hour
Plans Review:	
Master Plans Examiner (MPE)	\$ 87.50 /hour
Residential Plans Examiner (RBE)	\$ 87.50 /hour
Administrative Assistance	\$ Incl. /hour
EXPENSES*	
Mileage – IRS Accepted Rate	
*Overhead Expenses such as copies, reproductions, postage, etc... are to be included in staff hourly rates	

PROFESSIONAL SERVICES CONTRACT
between
CITY OF REYNOLDSBURG, OHIO
And
FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.

This agreement entered into this ____ day of _____, 2016 by and between THE CITY OF REYNOLDSBURG, OHIO, hereinafter known as the “City” and FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC., hereinafter known as the “Plans Examiner”.

WHEREAS, it is necessary for the City to obtain qualified plans examiners for projects governed by the Ohio Building Code and the Residential Code of Ohio, and

WHEREAS, FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC. will provide the services of a certified Master Plans Examiner and a certified Residential Plans Examiner and as such is qualified to examine such plans under the terms of the aforementioned building codes. Copies of such certifications shall be provided to the City.

A. The Plans Examiner hereby agrees:

1. To serve as Plans Examiner for projects governed by the Ohio Building Code and the Residential Code of Ohio for the City of Reynoldsburg for the consideration of Eighty (80) percent of the plans examining fee charged to the owner or submitter of the plans by said City.
2. The Plans Examiner agrees to review and return the drawings to the City in accordance to the following schedule:

Type of Project	Initial Plan Review	Subsequent Plan Reviews
Single Use New Buildings/Existing Buildings/ Shell Buildings/Tenant Improvements	8 - 10 calendar days	5 calendar days
New Buildings with Variable Uses/Multi- Story/ Specialty Occupancy	14 calendar days	5 calendar days

3. To provide additional services, such as appearance at hearings, appeals, field work, and such other services incidental to plans examination as requested by the City, at the at the hours rate identified in the rate sheet for the time expended servicing said request.
4. To secure and maintain, at its own expense, General Liability, including errors and omissions, insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence to protect itself from any claim arising out the performance of professional services and caused by any acts which the Plans Examiner may be legally liable under the Agreement. Plans Examiner shall maintain said coverage for the entire period of the Agreement. A copy to be provided to City.

B. The City hereby agrees:

1. To pay for the services so enumerated in Paragraph A, items 1 and 2.

C. It is agreed between the parties that:

1. All submittals and correspondence in regard to plans examination shall be processed through the office of the City of Reynoldsburg, Building Department. The Plans Examiner shall prepare all letters of plan approval, correction, and return same to said office for processing with the drawings and the permit.
2. The Plan Examiner's review of the plans shall cover compliance with the Ohio Building Code, the Residential Code of Ohio, Ohio Mechanical Code, the Ohio Plumbing Code, The National Electric Code, and any reference standards prescribed by any of these codes.
3. That this contract is for short-term independent services and not a contract for employment. The Plans Examiner is not eligible for any fringe benefits (including, but not limited to, vacation, sick leave, pension and health insurance coverage) and will be responsible for unemployment and worker's compensation payments. Plans Examiner shall be responsible for withholding, estimation, and payment of taxes in connection with any and all income or benefits earned under this agreement. Plans Examiner agrees to indemnify and hold the City harmless from any and all claims for said taxes, unemployment payments, worker's compensation payments, and pension payments.
4. This Agreement shall be in force and effect for a period commencing with signing of this agreement and terminating as of October 31, 2018 and may be renewable annually thereafter. Adjustments in labor and/or expense rates may be made only at the time of renewal.
5. This agreement may be terminated by either party at its option by giving thirty (30) days notice in writing of its intentions to do so.

IN WITNESS WHEREOF the Parties have set their hands at Reynoldsburg, Ohio, on the date aforesaid.

THE CITY OF REYNOLDSBURG, OHIO

APPROVED AS TO FORM:

By: _____

Bradley L. McCloud, Mayor
7232 E. Main St.
Reynoldsburg, Ohio 43068
(614) 322-6809

James E. Hood, City Attorney

By: _____

Sherri Scholl, AIA
FEINKNOPF MACIOCE SCHAPPA
ARCHITECTS, INC.
995 W. Third Avenue
Columbus, Ohio 43212
(614) 545-1724

ADD FISCAL OFFICERS CERTIFICATE

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: September 12, 2016**TO:** Finance Committee**RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH CT CONSULTANTS FOR PROFESSIONAL
PLAN REVIEW SERVICES, AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency**Reason For Emergency:** Immediate preservation of the public peace, health, or safety**Statement of necessity:** To allow for plan review and inspection services for projects governed by the Ohio Building Code and the Residential Code of Ohio.

Please see attached proposal, including the rate sheet, and contract. This item will allow us to utilize CT Consultants as a plan review firm.

May 5, 2016



Mr. David McBride, R.A.
Chief Building Official
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: Building Department and Plan Review Services

Dear Mr. McBride:

CT Consultants is pleased to have this opportunity to submit our proposal to provide building department and plan review services. CT has been providing building department and plans examination services for various communities since 1965 and offers qualified personnel and extensive experience to Reynoldsburg. This includes our specific experience working for the City of Reynoldsburg providing Chief Building Official and Plan Review services.

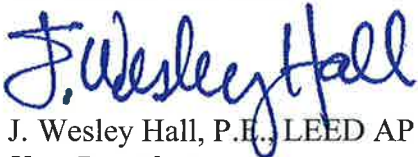
CT has the staff capacity and experience to perform intermittent and back up building official services as well as plans examination services. Our scope of services for plans examination includes the review of all commercial and residential plans for conformance with the Ohio Building Code (OBC) and the Residential Code of Ohio (RCO). This will include addressing contractor's questions related to the plans examination letters and the construction process, and meeting with appropriate representatives as directed by the City.

Code experts with specialization in Architectural, Structural, Mechanical, Plumbing and Electrical disciplines will provide commercial and residential Building Code Review as required by the OBC and the RCO. Work will be performed by or under the supervision of William G. Gallagher, AIA, Building Official/Master Plans Examiner ID #509, Jerry Flanik Building Official/Electrical Plans Examiner ID # 464 or Jonathan R. Meola, P.E., Master Plans Examiner ID #984. David Parkinson, P.E. will provide local coordination and serve as client liaison to make certain CT's services are timely and responsive.

Our staff is immediately available to assist the City. We look forward to the opportunity of again providing building official and plan review services to the City of Reynoldsburg.

Respectfully,

CT CONSULTANTS, INC.


J. Wesley Hall, P.E., LEED AP
Vice President

JWH:msk

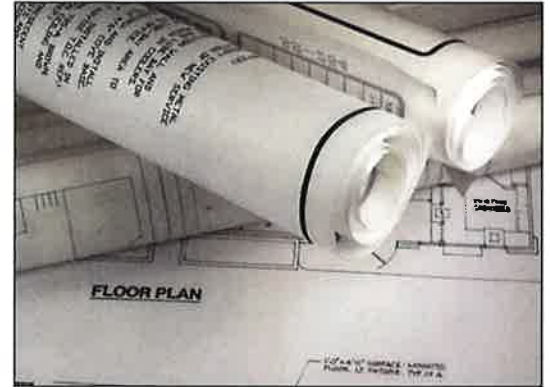
Attachment: CT Proposal (1521 : CT Consultants Plan Review Contract)

TABLE OF CONTENTS

DISCUSSION OF ABILITY AND EXPERTISE	PAGES 1-3
KEY STAFF AND RESUMES	PAGES 4-12
FEE RATES AND REIMBURSABLE EXPENSES	PAGE 13
ADDED VALUE	PAGES 14

DISCUSSION OF ABILITY AND EXPERTISE

CT Consultants has been providing building official and plan review services to various municipalities and counties, including the City of Reynoldsburg, for over 45 years. We have developed a team of code experts with specialization in Architectural, Mechanical and Electrical disciplines that provides a comprehensive code review of all facilities. This group, currently led by Mr. William G.



Gallagher, AIA, is comprised of two (2) commercial and residential Building Officials, two (2) Master Plans Examiners, one (1) electrical plans examiner and is supported by additional professionals within the firm for ancillary technical support.

Ohio Building Code (OBC), Ohio Plumbing Code (OPC), Ohio Mechanical Code (OMC) and National Electrical Code (NEC) conformance will be reviewed for all projects. The Ohio Building Code has adopted the American Disability Act Accessible Guidelines (ADAAG) in 1995. Therefore, an ADA review will be performed and necessary improvements recommended.

Building Department staffs have been affected by the slow down of commercial and residential construction since the early 2000's. Most cities can not afford to staff full-time employees for all positions. CT has the depth of organization to fill in many of the building department's state certified positions.

The OBC requires all certified Building Departments review all plans submitted for building permit applications to determine conformance with all applicable requirements. Building Departments which do not have a full time Building Official or Plans Examiner may provide these services on a contract basis. CT is providing a Certified Building Official and Certified Plans Examiner services to numerous counties and municipalities.

CT is currently providing Building Official services for:

- City of Streetsboro

CT is currently providing Plans Examination services for:

- | | |
|----------------------------|-----------------------|
| ■ Ashtabula County | ■ City of Streetsboro |
| ■ Lake County | ■ Village of Sunbury |
| ■ City of Bedford | ■ City of Wickliffe |
| ■ City of Eastlake | ■ City of Willoughby |
| ■ City of Painesville | ■ Mayfield Village |
| ■ Village of South Russell | |

DISCUSSION OF ABILITY AND EXPERTISE

CT Consultants has provided Plans Examination and/or Building Official services for:

- | | |
|--------------------|-------------------------------|
| ■ City of Alliance | ■ City of Euclid |
| ■ City of Canton | ■ City of Cleveland |
| ■ City of Campbell | ■ City of Shaker Heights |
| ■ Stark County | ■ City of Willoughby Hills |
| ■ Medina County | ■ City of Solon |
| ■ City of Medina | ■ Olmsted Township |
| ■ City of Mentor | ■ City of Reynoldsburg |

CT has the staff and capacity to provide the City of Reynoldsburg with intermittent or back up Building Official and Master Plans Examiner services, just as we did in 2011 and 2012. Our staff understands standard approvals, contractors meetings, etc. may be required and we will make ourselves available as needed to discuss new and on-going projects through phone conferences and/or face to face meetings at the City.

Our professional staff is available to handle large quantities of plan reviews and can sufficiently meet the needs of Reynoldsburg. Our team currently serves numerous communities and counties on a regular basis averaging over 300 plan reviews each year for these clients. While we understand each client has particular requirements and needs, CT has the ability and capacity to handle the City of Reynoldsburg's requirements for building department services. Our staff provides the flexibility in contracts and delivery of services that will be customized to your current needs.

CT Consultants' work will be performed by or under the supervision of William G. Gallagher, AIA. Mr. Gallagher is certified by the Ohio Board of Building Standards meeting the requirements of the State as a certified Building Official, Master Plans Examiner and Residential Building Official, ID # 509. Mr. Jonathan R. Meola, P.E., is also certified as Master Plans Examiner, ID #984. Mr. Gerald C. Flanik, LEED Electrical Plans Examiner ID# 464. Having architects and engineers performing the services provides plans review by staff that specializes in that engineering discipline.

Commercial Code Review

Building Code Review: A Code expert with specialization in architectural, structural, mechanical, plumbing, and electrical disciplines will provide building code reviews as required by the Ohio Building Code. Building Code items may include the following:

- Ohio Building Code
- Ohio Mechanical Code
- National Electrical Code
- NFPA Fire Protection Systems

DISCUSSION OF ABILITY AND EXPERTISE

Residential Code Review

Residential Code Review: A professional staff member with specialization in residential review will provide code review. The reviews will comply with the current edition of the Residential Code of Ohio.

PLAN REVIEW PROCESS AND SCHEDULE

The flexibility of our staff is apparent with each client and CT Consultants will approach our services to the City of Reynoldsburg in the same manner. CT will coordinate plan review services in a similar manner as was provided in 2011 and 2012 when CT Consultants performed these same services for the City. CT proposes to utilize the services of courier service such as UPS/Fed Ex for the transmittal of documents to ensure timely delivery and completion of plan reviews to meet the City's processing requirements.

When documents are received from the City, CT's Department Coordinator immediately logs required plan reviews into a master schedule which is reviewed daily by the plan review team. Once reviews are completed, documents are then faxed or e-mailed to the City prior to transmitting back. Some first reviews are sent to the City while others may be sent to the contractors. If requested, we can require applicants reply directly to CT. When all comments are addressed, we will recommend the City approve the drawings for construction pending Zoning approval. This process allows the City to know what reviews are completed and thus maintain continual progress updates that can then be communicated to contractors, residents, etc. who are inquiring to the City regarding review status.

Initial reviews will be completed within the timeframes stipulated within the City's RFP, 10-working days for one-two-three family residential projects and 15-working days for non-residential and multi-family (4+) projects. All comments will reference specific code sections. CT will be available to meet/discuss code issues with the design team. The total time frame for completing the approval will depend on the design professionals' ability to respond to code comments. CT will final the review within one week of receipt. Total review time should be expected to last between 3 to 4 weeks.

The schedule will be the same for most elements of work including early release, site underground, foundation/structural, building shell, fire protection systems, etc. and combining submissions into a single package will not increase project review length.

KEY STAFF AND RESUMES

CT currently has two (2) individuals who are Master Plans Examiners, one (1) individual who is an electrical plans examiner and additional Professional Architects / Engineers who support the Certified Plans Examiners for ancillary reviews. Mr. Gallagher has been a Certified Plans Examiner for nearly 30 years, Mr. Meola has been a Certified Plans Examiner for over 20 years and Mr. Flanik has been a Electrical Plans Examiner for over 15 years. Mr. David Parkinson, located in our local Columbus Office, will serve as local liaison to the City to assist with any immediate needs and/or requests. Detailed resumes with a description of the role and experience of those individuals are enclosed for your review.

Local Liaison: David Parkinson, PE

Primary Staff: William G. Gallagher, AIA

Gerald C. Flanik, LEED BD+C

Jonathan R. Meola, PE, LEED AP

Andrew D. Torowski, NCARB

Attachment: CT Proposal (1521 : CT Consultants Plan Review Contract)

DAVID R. PARKINSON, P.E.

Local Liaison

**AREAS OF EXPERTISE***Water Distribution Systems**Water Storage Tanks**Sanitary Sewers**Stormwater**Collection Systems**Roadways/Streetscapes**Culverts**Site Development/Planning***EDUCATION***Purdue University , B.S. Civil**Engineering 1982***REGISTRATION***Registered Professional**Engineer:**AZ - No. 47629, 2007**CO - No. 45853, 2011**OH - No. 55066, 1991**WV - No. 15002, 2001***AFFILIATIONS***Water Environment**Federation (WEF)**American Public Works**Association (APWA)***EXPERIENCE**

Mr. Parkinson has more than 30 years of experience in the successful delivery of design and construction management projects related to water, wastewater, stormwater, roads and other services required of the public sector. His primary career focus has been on managing the planning and design work for civil and municipal infrastructure projects, including managing project budgets, schedules and staffing; supervision technical staff; overseeing the preparation and review of construction contracts, plans, specifications and tender documents; and managing contract administration and construction inspection staff.

REPRESENTATIVE PROJECTS***Water Distribution***

Fenway Road Area Water Line Improvements - Columbus, OH

Brice Road Waterline Replacement Project - Reynoldsburg, OH

Reynoldsburg Main Street Revitalization Project - Reynoldsburg, OH

SR 256 Waterline Improvement - Reynoldsburg, OH

Water Improvements - Bexley, OH

Glacier Ridge Elevated Water Storage Tank and Water Booster Station

Elevated Water Storage Tank and Transmission Main - Village of Sunbury, OH

Park Trails Water Booster Station - M/I Homes

Glendale Spring Training Facility - Glendale, AZ

Sanitary Sewer Collection Systems

Cobblestone Run Sanitary Sewer Assessment Project - Reynoldsburg, OH

Windsor Forest Sanitary Sewer Assessment Project - Reynoldsburg, OH

McDannald Estates Sanitary Sewer Assessment Project - Columbus, OH

Prairie Run Sanitary Trunk Sewer - Sunbury, OH

State of Ohio Sanitary Trunk Sewer - Reynoldsburg, OH

Blacklick Creek Sanitary Subtrunk Sewer B-1 - Columbus, OH

Waggoner Road Sanitary Subtrunk Sewer - Columbus, OH

Glendale Spring Training Facility

Bexley SSES

Sewage Pump Stations

Park Trails Sewage Lift Stations - M/I Homes

Slack Road Sewage Lift Station and Dual Barrel Force Mains - Delaware, OH

Eastside Sewage Lift Station - Pataskala , OH

Northstar Sewage Lift Station - Delaware County, OH

Sewage Treatment Facilities

Cardington WWTP Upgrades and Expansion

New Bloomington Sewage Treatment Lagoon

Hoover Woods Package Plant Upgrades, Delaware County Sanitary Engineer

WILLIAM G. GALLAGHER, A.I.A.

Project Manager /
Certified Plans Examiner

**AREAS OF EXPERTISE**

*Client Management
Building Construction Code
Specialist*

EDUCATION

*University of Toledo,
Associate in Engineering
Technology, 1976
The Ohio State University,
BS in Architecture, 1979*

REGISTRATION

*Registered Architect
No. 8239, OH 1986
Commercial Building
Official, Ohio
Residential Building
Official, Ohio
Master Plans Examiner, Ohio*

AFFILIATIONS

*American Institute of
Architects (AIA)
International Code Council
(ICC)
Building Officials and Code
Administrators of Northeast
Ohio (BOCONEO)*

EXPERIENCE

Mr. Gallagher is responsible for the supervision of the Architectural Department personnel. Mr. Gallagher has experience providing building department services serving as Building Official and Plans Examiner. This expertise includes building code compliance and the provision of Commercial Building Code Plans examination services for various northeastern Ohio communities. He also teaches continuing education code classes for both local and state organizations and serves as an instructor at Lakeland Community College. Mr. Gallagher has developed a Department which specializes in governmental/commercial facilities and associated renovation/adaptive reuse of these types of facilities. Additional expertise includes commercial, institutional and industrial buildings.

REPRESENTATIVE PROJECTS**Municipal Services**

Current/Former Building Official for Ashtabula County and the Cities of Alliance, Campbell, Canton, Euclid, Eastlake, Streetsboro and Olmsted Township.
Plans Examiner for the Cities of Bedford, Campbell, Canton, Euclid, Mentor, Medina, Painesville, Willoughby, Willoughby Hills, South Russell, Shaker Heights, Solon, Streetsboro and for Ashtabula, Lake, Medina and Stark Counties
Former City Architect - Solon and Willoughby Hills, OH
Independent Plans Examiner representing the City of Cleveland
Lakeland Community College Instructor - Building Codes

Municipal/County Buildings

Department of Human Services Building - Jefferson County, OH
Narcotics Agency Building - Lake County, OH
Dover City Hall Programming - Dover, OH
Portage County Department of Water Resources Maintenance Facility - Portage County, OH
Government Center Building - Madison Township, OH
Old County Courthouse Restoration/Renovation - Ashtabula County, OH
Nolan Administration Building Renovations - Lake County, OH
Erie Street Annex Building Renovation - Lake County, OH
Recreational Community Center Renovation - Jefferson, OH
Human Services Building Renovation - Lake County, OH
Utility Department Renovation - Lorain, OH
Willoughby City Hall - Willoughby, OH
Probate/Juvenile Court Relocation - Ashtabula and Geauga Counties, OH
Fire Station Addition - Willoughby Hills, OH
Emergency Rescue District Facility - Jefferson, OH
Veterans Administration Clinic - Painesville, OH
Fire Station No. 1 - Mentor, OH
Fire Station No. 3 Renovation - Mentor, OH
Minimum Security Detention Facility - Lake County, OH
Service Garage - Willowick, OH

WILLIAM G. GALLAGHER, A.I.A.Project Manager /
Certified Plans Examiner

Waste Recycling Building - Ashtabula, OH

Corporate Buildings

AmeriGas Company Commercial Offices - Eastlake, OH

Medical Office Building, Consolidated Investment Corporation - Painesville Township, OH

Salvation Army Gymnasium Addition - Painesville, OH

American Greetings Corporation Exterior Renovation - Solon, OH

Various Office Buildings - Consolidated Investment Corporation

Tenant Improvements - Northmark Development

Various Tenant Improvements - Consolidated Investment Corporation

Educational Buildings

Elementary School and Middle School Elevator Additions - Wickliffe City Schools

Wickliffe Schools Canopy and Energy Upgrades - Wickliffe City Schools

Wickliffe High School Roof Replacement - Wickliffe City Schools

Administration Building and High School Improvements - Bedford City School District

Central and Glendale Primary Schools Window Replacement - Bedford City School District

Glendale Primary School Site Improvements - Bedford City School District

Lakeland Community College Interior Improvements - Kirtland, OH

Roof Replacements - Willoughby-Eastlake School District

Massotherapy Section Remodel, Cuyahoga Community College - Highland Hills, OH

Energy/Building Evaluations

Lakewood Recycling Building Energy Improvements - Lakewood, OH

Rock and Roll Hall of Fame and Museum Energy Conservation Feasibility Study - Cleveland, OH

LMHA Energy Conservation Audit - Painesville, OH

Girl Scouts of Northeast Ohio Building Analysis - Akron, OH

Willoughby/Eastlake School District Buildings and Site Evaluations - Willoughby/Eastlake, OH

Wickliffe School Evaluations, Wickliffe City Schools - Wickliffe, OH

Recreational/Park Facilities

Eastlake Minor League Ball Park - Eastlake, OH

Concessions/Press Box Building - Euclid, OH

Highland Heights Community Center Improvements - Highland Heights, OH

Community Center and Recreational Facility - Willoughby Hills, OH

Townline Park Gatehouse and Entrance Improvements - North Perry, OH

Jindra Park Pool Complex - Wickliffe, OH

Townline Park Pool - North Perry, OH

Senior Center Building - Fairport Harbor, OH

Dudley Park Pavilion - Wickliffe, OH

Project Management/Owner's Representative

Hiram College Dining Hall - Hiram, OH

Oakwood Retirement Village Peer Review Services - Madison, WI

GERALD C. FLANIK, LEED BD+C

Electrical Plans Examiner

**AREAS OF EXPERTISE**

Code Consulting
Plan Review Services
Governmental Services
Building, Electrical and Plumbing
Inspections
Construction Management

EDUCATION

Cleveland State University;
BS Mechanical Engineering
BS Electrical Engineering
Lakeland Community College,
Associate of Science , Civil
Engineering Technology

REGISTRATION

LEED BD+C
State of Ohio, Division of State Fire
Marshall, Fire Protection Systems
Electrical Contractor, Ohio
EPA-608CFC, Type 1, Type 2, Type 3
& Universal

AFFILIATIONS

International Code Council
American Society of Civil Engineers
Institute of Electrical and Electronics
Engineers
Ohio Building Officials Association

**EXPERIENCE**

Mr. Flanik is an ICC-Certified Master Code Professional (MCP) holding over 30 various certifications and licenses. Mr. Flanik's diverse background includes governmental services, code consulting, construction management as well as technical education for public and private sectors. He also previously served as the Chief Building Official for Lake County, Ohio for 16 years. Prior to working as a code official, he owned and operated a design build contracting company. Mr. Flanik also serves as an adjunct faculty instructor at Lakeland Community College in the Civil and Electrical Engineering Departments and teaches technical courses for the Ohio Building Officials Association, State of Ohio Board of Building Standards, and for the International Code Council throughout the world.

Mr. Flanik's many certifications and licenses include:

Master Code Professional	Accessibility Plans Examiner
Building Plans Examiner	Certified Building Code Official
Certified Building Official	Certified Electrical Code Official
Certified Mechanical Code Official	Certified Plumbing Code Official
Combination Inspector	Combination Plans Examiner
Commercial Building Inspector	Commercial Combination Inspector
Commercial Electrical Inspector	Commercial Mechanical Inspector
Commercial Plumbing Inspector	Electrical Inspector
Electrical Plans Examiner	Building Inspector
Mechanical Inspector	Mechanical Plans Examiner
Plumbing Inspector	Plumbing Plans Examiner
Energy Plans Examiner	Residential Mechanical Inspector
Residential Plumbing Inspector	

PRIOR EXPERIENCE

Associated Consulting Solutions, LLC; USA / International - Owner / Project Engineer

Specialized in governmental services, technical education for public and private sectors, building code consulting, and construction management.

International Code Council, USA / International - Contract Instructor

Teach structural and non-structural IBC, all IRC, IMC, IFGC, IECC, IPC; accessibility courses, Green Building and administrative topics throughout the United States, Puerto Rico, Saipan, and Abu Dhabi in the United Arab Emirates.

International Code Council; USA - Technical Writer, Subject Matter Expert and Technical Adviser

Provide accurate content for the development of curriculum. Projects include building, mechanical, plumbing energy, fire protection and accessibility. Also, provided input for the "Inspector Skills" book by Stephen Van Note.

Lakeland Community College; Ohio - Adjunct Faculty, Departments of Civil and Electrical Engineering
 Instructor for various ABET accredited engineering courses. Collaborated with the Department of Civil Engineering Chairman to develop and implement new courses for the Civil Engineering degree program and a new Construction Management degree program.

Attachment: CT Proposal (1521 : CT Consultants Plan Review Contract)

*Building Officials Conference of
Northeast Ohio
International Association of Electrical
Inspectors
(UA) Pipe Fitters Local Union #120 -
Cleveland, Ohio
Lakeland Civil Engineering /
Construction Management Advisory
Board - Kirtland, Ohio
Golden Key National Honor Society
Phi Theta Kappa
Civil Engineering Technology
Students Association*

Lake County; Ohio - Chief Building Official / Plans Examiner / Floodplain Administrator

Serving 22 jurisdictions; supervised a staff of office personnel and multi-disciplined inspectors for proper enforcement of the rules of the Ohio Board of Building Standards, Ohio Building Code, Ohio Mechanical Code, National Electrical Code, NFPA 13, NFPA 72, and many other referenced standards.

Cities of Solon & South Euclid; Ohio - Contract Plans Examiner

Review construction documents for compliance with various codes, such as the RCO, National Electrical Code, mechanical & plumbing codes for various entities including the Cities of Solon and South Euclid.

ADA Accessibility Projects

2015 Commonwealth of the Northern Mariana Islands CNMI; Island of Saipan, U.S. Territory, April 2015

- Presented six-hour training for government officials based upon the 2012 IBC Accessibility and Usability, and the 2009 ICC/ANSI A117.1 Standard.

2011 Ohio State Conference of the Ohio Building Officials Association; Columbus, Ohio, March 2011 -

Designed, developed and presented six-hour training based upon the new 2010 ADA Standards for Accessible Design, 1991 ADA Standards for Accessible Design, 2011 Ohio Building Code (Accessibility provisions), and the 2009 ICC/ANSI A117.1 Standard.

2010 Ohio Building Code Academy; Columbus, Ohio, April 2010 - Presented courses on the Ohio Building Code (Accessibility provisions).

2010 & 2009. The United Arab Emirates (UAE); Abu Dhabi, UAE and Al Ain, UAE, October 2009 & November 2010 - Designed and developed presentations from U.S Customary units to metric (S.I.) units. The UAE began a process of implementing ICC model building codes in the Emirates of Abu Dhabi and Al Ain. Jerry Flanik was selected to represent the United States and the ICC to train government plan examiners on 2009 IBC Accessibility topics.

2009 Ohio Building Code Academy; Columbus, Ohio, November 2009 - Presented courses on the Ohio Building Code (Accessibility provisions).

2009 Ohio State Conference of the Ohio Building Officials Association; Cleveland, Ohio, February 2009 - Designed, developed and presented six-hour training based upon the 2006 IBC Accessibility and the 2003 ICC/ANSI A117.1 Standard.

2008 ICC Region III Educational Institute (Annual State Conference); Brooklyn Park, MN, February 2008 - Presented training on 2006 IBC Assisted Living Center Requirements, 2006 IBC Accessibility and Usability, and the 2003 ICC/ANSI A117.1 Standard.

2007 Ohio Building Code Academy; Columbus, Ohio, December 2007 - Presented courses on the Ohio Building Code (Accessibility provisions).

2007 ICC Subject Matter Expert (SME) - Designed and developed accessibility courses for the State of Ohio-Board of Building Standards. The courses were developed for the Ohio Building Code Academy based upon the 1991 ADA Standards for Accessible Design and the 2007 Ohio Building Code (Accessibility provisions). I presented these courses at the Ohio Code Academy in December 2007 for the following Ohio certifications: Building Officials, Plans Examiners, Building, Plumbing, Electrical, Mechanical, and Fire Protection Inspectors.

**AREAS OF EXPERTISE**

HVAC
Plumbing and Fire Protection
Building Codes

EDUCATION

Youngstown State University,
Bachelor of Mechanical
Engineering Technology 1986
Kent State University, Associate
of Mechanical Engineering
Technology 1981

REGISTRATION

Registered Professional
Engineer No. 60604, OH 1996
LEED Accredited Professional,
U.S. Green Building
Council 2009
Plans Examiner, Ohio

AFFILIATIONS

American Society of Heating,
Refrigeration, and Air
Conditioning Engineers
(ASHRAE)
National Fire Protection
Association (NFPA)
Building Code Officials
Conference of Northeast Ohio
(BOCONEO)

EXPERIENCE

Mr. Meola's professional experience includes HVAC and plumbing projects for commercial and municipal clients. His responsibilities include design, overall project management, and construction administration. His design responsibilities include sizing and locating various HVAC and plumbing systems with their respective equipment, ductwork, piping and terminal layouts. Mr. Meola is involved during all phases of projects and coordinates with co-workers, clients, and contractors.

REPRESENTATIVE PROJECTS**Miscellaneous**

Plans Examiner for various cities and counties reviewing mechanical and/or fire protection drawings
Mechanical Engineering Support Services - Cuyahoga County, OH
Eastlake Minor League Ballpark - Eastlake, OH
Various Improvements - Lake Metropolitan Housing Authority
HVAC Inspector for the Ashtabula Mall

Municipal/County Buildings

Department of Water Resources Operations and Maintenance Garage - Portage County, OH
Recreation Community Center - Jefferson, OH
Narcotics Agency Building - Lake County, OH
Old County Courthouse Restoration/Renovation - Ashtabula County, OH
Minimum Security Detention Facility - Lake County, OH
Senior Center - Madison, OH
Courthouse Boiler Building - Lake County, OH
Fairport Senior Center - Fairport Harbor, OH
Community Center and Library - Willoughby Hills, OH
Mentor Civic Center and Police Station Renovations - Mentor, OH
Nolan Administration Building Renovations - Lake County, OH
V.A. Clinic Improvements - Painesville, OH

Government Support Buildings

Ohio Turnpike Service Plazas - Williams County, OH
Fire Station Addition - Willoughby Hills, OH
Emergency Rescue District Building - Jefferson, OH
Fire Station No. 1 - Mentor, OH
Income Maintenance Facility - Summit County, OH
Service and Maintenance Facility - Willowick, OH
Fire Station Nos. 1 through 5, Various Modifications - Mentor, OH
Wickliffe Service Garage Modifications - Wickliffe, OH

Recreational Facilities

Dudley Spray Park - Willowick, OH
Bellflower and Morton Spray Parks - Mentor, OH
Civic Ice Arena Modifications - Mentor, OH

ANDREW D. TOROWSKI, NCARB

Architect / Ancillary Reviews

**AREAS OF EXPERTISE**

Project Design
Urban Design
Program Development
Computer Aided Design and
Drafting
Residential Plan Review

EDUCATION

Kent State University,
Bachelors of Science in
Architecture 1997
Bachelors of Architecture 1997
Cleveland State University,
OBBC Interpretation &
Application 2001

REGISTRATION

National Council of Architectural
Registration Boards
(NCARB), No. 75513
Registered Professional
Architect, No. 14836, OH 2009
Registered Professional
Architect, No. 4532, WV 2013

EXPERIENCE

Mr. Torowski's responsibilities at CT Consultants include preliminary design, program development, construction document preparation, and construction administration. Mr. Torowski is the residential plans examiner for the cities of Euclid and Willoughby Hills, utilizing both International Residential Code and the 1999 Ohio Residential Code for one, two and three family dwellings. Mr. Torowski had also served as the Zoning Commissioner for the City of Euclid from 2004 to 2006. As Zoning Commissioner, Mr. Torowski enforced the planning and zoning laws for the City and acted as advisor to the Euclid Planning and Zoning Commission. Mr. Torowski is proficient in a variety of computer aided graphic programs which include AutoCAD - Autocad Architectural Desktop 2002, Adobe PhotoShop (Version 6.0), and 3D VIZ 3i.

REPRESENTATIVE PROJECTS***Municipal/County Buildings***

Waste Recycling Building Energy Improvements - Lakewood, OH
 Jindra Park Pool Building - Wickliffe, OH
 Warrensville Developmental Center Improvements - Warrensville Heights, OH
 Delphos Wastewater Treatment Plant Administration Building - Delphos, OH
 Department of Water Resources Service Garage - Portage County, OH
 Fire Station Addition - Willoughby Hills, OH
 Emergency Rescue District Building - Jefferson, OH
 Minimum Security Detention Facility - Lake County, OH
 Surfside Pool/Bathhouse - Eastlake, OH
 Nolan Administration Building Renovation - Lake County, OH
 Delphos Wastewater Treatment Plant Administration Building - Delphos, OH

Educational Buildings

High School, Middle School, and Elementary School Improvements - Wickliffe City Schools
 Administration Building and High School Improvements - Bedford City School District
 Central Primary School Site Improvements - Bedford City School District
 Glendale Primary School Site Improvements - Bedford City School District

Roof Repairs/Replacements

JFK Senior Center Roof Replacement - Eastlake, OH
 Wickliffe Elementary School Roof Replacement - Wickliffe, OH
 Wickliffe High School Roof Replacement - Wickliffe, OH
 Lake County building and Grounds Maintenance Building Roof Replacement - Painesville, OH
 St. Mary's School Roof Replacement - Conneaut, OH
 Grant Elementary School Roof Replacement - Eastlake, OH

Miscellaneous

Experience in construction-related industries
 Building additions and renovations for single family residences

FEE RATES AND REIMBURSABLE EXPENSES

We will accomplish the work outlined in this proposal for the City of Reynoldsburg on an hourly basis. Invoices will be submitted monthly based on that portion of work actually completed during the month. Invoices are due upon receipt and past due 30 days after receipt.

Staff	Rate
Chief Building Official (BO):	\$165 / hour
Residential Building Official (RBO):	\$165 / hour
Inspector(s):	
Residential Building Inspector (RBI)	not available
Building Inspector (BI)	not available
Electrical (ESI)	not available
Plans Review:	
Master Plans Examiner (MPE)	\$115 / hour
Residential Plans Examiner (RBE)	\$90 / hour
Administrative Assistance	\$40 / hour
EXPENSES*	
Mileage – IRS Accepted Rate	
*Overhead Expenses such as copies, reproductions, postage, etc... are to be included in staff hourly rates	

Attachment: CT Proposal (1521 : CT Consultants Plan Review Contract)

Having appropriate design professionals reviewing the drawings reduces the standard plan review effort. We expect a 10,000 s.f. tenant improvement application can be completed in less than five (5) hours. Large new 50,000 s.f. office buildings can be completed in less than ten (10) hours.

ADDED VALUE

QUALITY CONTROL

As previously outlined, CT Consultants project administration process has been set-up to address overall quality control. From initial intake of plans for review, through the review process and submission back to the client, our overall administration cross-checks and ensures timely and quality reviews are performed. Additionally, prior to final submission back to the client, CT Consultants' Project Manager, Mr. William G. Gallagher, AIA performs a final review of the compiled review documents for completeness to ensure all aspects are accurate and thorough.

To further support a thorough and complete review process, CT Consultants has developed and utilizes plan review checklists that have been created and updated from decades of experience providing plan review services. Specific checklists have been developed for all review components including:

- General Structural
- Non-Structural
- Mechanical
- Plumbing
- Fire Protection
- Electrical

These checklists are continuously upgraded to meet current Building Department requirements. CT Consultants can provide examples of these checklists upon request.

PROFESSIONAL SERVICES CONTRACT
between
CITY OF REYNOLDSBURG, OHIO
And
CT CONSULTANTS, INC.

This agreement entered into this ____ day of _____, 2016 by and between THE CITY OF REYNOLDSBURG, OHIO, hereinafter known as the “City” and CT CONSULTANTS, INC., hereinafter known as the “Plans Examiner”.

WHEREAS, it is necessary for the City to obtain qualified plans examiners for projects governed by the Ohio Building Code and the Residential Code of Ohio, and

WHEREAS, CT CONSULTANTS, INC. will provide the services of a certified Master Plans Examiner and a certified Residential Plans Examiner and as such is qualified to examine such plans under the terms of the aforementioned building codes. Copies of such certifications shall be provided to the City.

A. The Plans Examiner hereby agrees:

1. To serve as Plans Examiner for projects governed by the Ohio Building Code and the Residential Code of Ohio for the City of Reynoldsburg for the consideration of Eighty (80) percent of the plans examining fee charged to the owner or submitter of the plans by said City.
2. The Plans Examiner agrees to review and return the drawings to the City in accordance to the following schedule:

Type of Project	Initial Plan Review	Subsequent Plan Reviews
Single Use New Buildings/Existing Buildings/ Shell Buildings/Tenant Improvements	8 - 10 calendar days	5 calendar days
New Buildings with Variable Uses/Multi- Story/ Specialty Occupancy	14 calendar days	5 calendar days

3. To provide additional services, such as appearance at hearings, appeals, field work, and such other services incidental to plans examination as requested by the City, at the at the hours rate identified in the rate sheet for the time expended servicing said request.
4. To secure and maintain, at its own expense, General Liability, including errors and omissions, insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence to protect itself from any claim arising out the performance of professional services and caused by any acts which the Plans Examiner may be legally liable under the Agreement. Plans Examiner shall maintain said coverage for the entire period of the Agreement. A copy to be provided to City.

B. The City hereby agrees:

1. To pay for the services so enumerated in Paragraph A, items 1 and 2.

C. It is agreed between the parties that:

1. All submittals and correspondence in regard to plans examination shall be processed through the office of the City of Reynoldsburg, Building Department. The Plans Examiner shall prepare all letters of plan approval, correction, and return same to said office for processing with the drawings and the permit.
2. The Plan Examiner's review of the plans shall cover compliance with the Ohio Building Code, the Residential Code of Ohio, Ohio Mechanical Code, the Ohio Plumbing Code, The National Electric Code, and any reference standards prescribed by any of these codes.
3. That this contract is for short-term independent services and not a contract for employment. The Plans Examiner is not eligible for any fringe benefits (including, but not limited to, vacation, sick leave, pension and health insurance coverage) and will be responsible for unemployment and worker's compensation payments. Plans Examiner shall be responsible for withholding, estimation, and payment of taxes in connection with any and all income or benefits earned under this agreement. Plans Examiner agrees to indemnify and hold the City harmless from any and all claims for said taxes, unemployment payments, worker's compensation payments, and pension payments.
4. This Agreement shall be in force and effect for a period commencing with signing of this agreement and terminating as of October 31, 2018 and may be renewable annually thereafter. Adjustments in labor and/or expense rates may be made only at the time of renewal.
5. This agreement may be terminated by either party at its option by giving thirty (30) days notice in writing of its intentions to do so.

IN WITNESS WHEREOF the Parties have set their hands at Reynoldsburg, Ohio, on the date aforesaid.

THE CITY OF REYNOLDSBURG, OHIO

APPROVED AS TO FORM:

By: _____
Bradley L. McCloud, Mayor
7232 E. Main St.
Reynoldsburg, Ohio 43068
(614) 322-6809

James E. Hood, City Attorney

By: _____
J. Wesley Hall, P.E., Vice President
CT CONSULTANTS, INC.
7965 N. High Street, Suite 340
Columbus, Ohio 43235
(614) 885-1700

ADD FISCAL OFFICERS CERTIFICATE

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: September 12, 2016**TO: Finance Committee****RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF
THE BOARD OF HEALTH OF THE FRANKLIN COUNTY
GENERAL HEALTH DISTRICT FOR HEALTH DISTRICT FOR
HEALTH SERVICES FROM JANUARY 1, 2017 TO DECEMBER
31, 2017.**

Statement of necessity: to have available public health services in 2017.

Based on the per capital rate of \$7.39 approved by the Franklin County Board of Health on August 9, 2016, the annual cost to the City of Reynoldsburg for the 2017 contract is \$285,499.65. This rate is based on the MORPC population estimate of 36,185.

August 19, 2016

Mayor Brad McCloud
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RECEIVED
AUG 22 2016
City of Reynoldsburg
Office of the Mayor

Dear Mayor McCloud:

This letter is to notify you that Franklin County Public Health is requesting a 5% increase in your charge for public health services in 2017. This is a per capita rate of \$7.89.

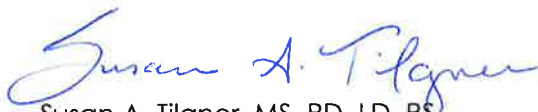
Two years ago, Franklin County Public Health notified jurisdictions about the need to raise an additional annual investment of \$957,500 to address core services and unfunded mandates. After talking individually with many of you and hearing your concerns, the Board of Health opted to phase in this increase over time. This will be the final year to phase in the additional investment funds generated by the per capita increase. The per capita rate of \$7.89 actually generates less than our original request of \$957,500. However, the funds successfully allowed us to assure core public health services and achieve public health accreditation. A full report on the use of these funds and our accomplishments will be sent to you later this Fall.

Based on the per capital rate of \$7.89 approved by the Franklin County Board of Health on August 9, 2016, the annual cost of your 2017 contract will be \$285,499.65. Your total cost is determined by multiplying your city's population figures by the per capita rate. Based on the MORPC population estimate, the population figure for your city is 36,185.

Enclosed are three original contracts for your signature. Please sign and return all three contracts to the attention of Alycia Burkitt by November 30, 2016. Once all signatures are obtained, a fully executed contract will be returned to you.

If you need further assistance, or have questions about your 2017 contract, please call me at (614) 525-4173 or our Director of Financial and Business Operations, John Wolf, at (614) 525-3938. As always, we are willing to attend any city council, committee or administration meeting to answer questions. Just let us know.

Sincerely,



Susan A. Tilgner, MS, RD, LD, RS
Health Commissioner

cc: John Wolf, Director of Finance and Business Operations
File

Attachment: Franklin County Board of Health (1506 : Franklin County Public Health for Health Services)

FRANKLIN COUNTY PUBLIC HEALTH 2017 HEALTH SERVICES CONTRACT

Between:

The Board of Health
of the Franklin County General Health District
280 East Broad Street
Columbus, Oh 43215

and

The City of Reynoldsburg, Ohio
7232 E. Main Street
Reynoldsburg, OH 43068

Contact us at: (614) 525-3160 / Fax (614) 525-6672
www.myfcph.org

CONTRACT**BETWEEN THE CITY OF REYNOLDSBURG, OHIO AND THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH**

This contract is made and entered into by and between the City of Reynoldsburg, Ohio, a municipal corporation constituting a city health district, and the Board of Health of the Franklin County General Health District ("Franklin County Public Health"), as approved by the District Advisory Council of the Franklin County General Health District pursuant to Ohio Revised Code section 3709.08, and pursuant to Ohio Revised Code Section 3709.281.

WITNESSETH

SECTION 1. Franklin County Public Health shall, for the consideration hereinafter stated, furnish to the City of Reynoldsburg, Ohio, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code.

Also, Franklin County Public Health shall provide other services, including the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

Pursuant to Revised Code 3709.08(C), once the director of health determines that Franklin County Public Health is organized and equipped to provide the services, the Franklin County Board of Health shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City of Reynoldsburg. And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County Board of Health, including the Franklin County General Health District and the City of Reynoldsburg.

Such services shall be rendered, if appropriate and necessary, when requested by the citizens of Reynoldsburg, Ohio, officials of city government, school authorities or medical personnel practicing in or around the City of Reynoldsburg, Ohio or when required by state statute.

The City Attorney of Reynoldsburg, Ohio shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City of Reynoldsburg hereby irrevocably consents to such jurisdiction.

SECTION 2. Said public health services shall be furnished beginning January 1, 2017 and ending December 31, 2017 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3. Franklin County Public Health will provide ongoing communication with the Mayor/City Manager and his or her designees through a webinar or conference call at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the citizens of Reynoldsburg will be provided upon request.

SECTION 4. The City of Reynoldsburg, Ohio shall pay to Franklin County Public Health for said public health services furnished to the City of Reynoldsburg, Ohio and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$7.89.

SECTION 5. Said sum or sums of money shall be paid by the said City of Reynoldsburg, Ohio to said Franklin County Public Health upon receipt of semi-annual invoices by the Franklin County Board of Health on the first day of

January, and June, 2017. The sum for 2017 shall not exceed \$285,499.65, notwithstanding any fee established pursuant to the sections set forth below.

SECTION 6. In any instance where Franklin County Public Health expends funds to abate a nuisance pursuant to Section 1, above, within the City of Reynoldsburg, Ohio, Franklin County Public Health may invoice the City of Reynoldsburg, Ohio for the costs of such nuisance abatement. Further, the City of Reynoldsburg, Ohio, shall pay, in addition to those sums set forth in Section 5, above, to Franklin County Public Health the cost to abate the nuisance.

Franklin County Public Health agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City of Reynoldsburg, Ohio.

PLUMBING INSPECTION SERVICES:

SECTION 7. Franklin County Public Health shall, for the consideration hereinafter stated, furnish to the City of Reynoldsburg, Ohio, all plumbing inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

SECTION 8. The City of Reynoldsburg, Ohio, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Franklin County General Health District. The City of Reynoldsburg, Ohio, shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Franklin County General Health District after said Health District has submitted monthly statements of the amount due. The City of Reynoldsburg, Ohio shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 9. This contract is approved by a majority of the members of the legislative authority of the City of Reynoldsburg, pursuant to the provisions of Ordinance _____ dated _____.

SECTION 10. The City of Reynoldsburg, Ohio has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Susan A. Tilgner, MS, RD, LD, RS Date
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

Mayor Brad McCloud Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Reynoldsburg, Ohio

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

FISCAL OFFICER
City of Reynoldsburg, Ohio

DATE

FRANKLIN COUNTY PUBLIC HEALTH 2017 HEALTH SERVICES CONTRACT

Between:

The Board of Health
of the Franklin County General Health District
280 East Broad Street
Columbus, Oh 43215

and

The City of Reynoldsburg, Ohio
7232 E. Main Street
Reynoldsburg, OH 43068

Contact us at: (614) 525-3160 / Fax (614) 525-6672
www.myfcph.org

CONTRACT**BETWEEN THE CITY OF REYNOLDSBURG, OHIO AND THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH**

This contract is made and entered into by and between the City of Reynoldsburg, Ohio, a municipal corporation constituting a city health district, and the Board of Health of the Franklin County General Health District ("Franklin County Public Health"), as approved by the District Advisory Council of the Franklin County General Health District pursuant to Ohio Revised Code section 3709.08, and pursuant to Ohio Revised Code Section 3709.281.

WITNESSETH

SECTION 1. Franklin County Public Health shall, for the consideration hereinafter stated, furnish to the City of Reynoldsburg, Ohio, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code.

Also, Franklin County Public Health shall provide other services, including the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

Pursuant to Revised Code 3709.08(C), once the director of health determines that Franklin County Public Health is organized and equipped to provide the services, the Franklin County Board of Health shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City of Reynoldsburg. And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County Board of Health, including the Franklin County General Health District and the City of Reynoldsburg.

Such services shall be rendered, if appropriate and necessary, when requested by the citizens of Reynoldsburg, Ohio, officials of city government, school authorities or medical personnel practicing in or around the City of Reynoldsburg, Ohio or when required by state statute.

The City Attorney of Reynoldsburg, Ohio shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City of Reynoldsburg hereby irrevocably consents to such jurisdiction.

SECTION 2. Said public health services shall be furnished beginning January 1, 2017 and ending December 31, 2017 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3. Franklin County Public Health will provide ongoing communication with the Mayor/City Manager and his or her designees through a webinar or conference call at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the citizens of Reynoldsburg will be provided upon request.

SECTION 4. The City of Reynoldsburg, Ohio shall pay to Franklin County Public Health for said public health services furnished to the City of Reynoldsburg, Ohio and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$7.89.

SECTION 5. Said sum or sums of money shall be paid by the said City of Reynoldsburg, Ohio to said Franklin County Public Health upon receipt of semi-annual invoices by the Franklin County Board of Health on the first day of

January, and June, 2017. The sum for 2017 shall not exceed \$285,499.65, notwithstanding any fee established pursuant to the sections set forth below.

SECTION 6. In any instance where Franklin County Public Health expends funds to abate a nuisance pursuant to Section 1, above, within the City of Reynoldsburg, Ohio, Franklin County Public Health may invoice the City of Reynoldsburg, Ohio for the costs of such nuisance abatement. Further, the City of Reynoldsburg, Ohio, shall pay, in addition to those sums set forth in Section 5, above, to Franklin County Public Health the cost to abate the nuisance.

Franklin County Public Health agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City of Reynoldsburg, Ohio.

PLUMBING INSPECTION SERVICES:

SECTION 7. Franklin County Public Health shall, for the consideration hereinafter stated, furnish to the City of Reynoldsburg, Ohio, all plumbing inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

SECTION 8. The City of Reynoldsburg, Ohio, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Franklin County General Health District. The City of Reynoldsburg, Ohio, shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Franklin County General Health District after said Health District has submitted monthly statements of the amount due. The City of Reynoldsburg, Ohio shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 9. This contract is approved by a majority of the members of the legislative authority of the City of Reynoldsburg, pursuant to the provisions of Ordinance _____ dated _____.

SECTION 10. The City of Reynoldsburg, Ohio has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Susan A. Tilgner, MS, RD, LD, RS Date
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

Mayor Brad McCloud Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Reynoldsburg, Ohio

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

FISCAL OFFICER
City of Reynoldsburg, Ohio

DATE

FRANKLIN COUNTY PUBLIC HEALTH 2017 HEALTH SERVICES CONTRACT

Between:

The Board of Health
of the Franklin County General Health District
280 East Broad Street
Columbus, Oh 43215

and

The City of Reynoldsburg, Ohio
7232 E. Main Street
Reynoldsburg, OH 43068

Contact us at: (614) 525-3160 / Fax (614) 525-6672
www.myfcph.org

CONTRACT**BETWEEN THE CITY OF REYNOLDSBURG, OHIO AND THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH**

This contract is made and entered into by and between the City of Reynoldsburg, Ohio, a municipal corporation constituting a city health district, and the Board of Health of the Franklin County General Health District ("Franklin County Public Health"), as approved by the District Advisory Council of the Franklin County General Health District pursuant to Ohio Revised Code section 3709.08, and pursuant to Ohio Revised Code Section 3709.281.

WITNESSETH

SECTION 1. Franklin County Public Health shall, for the consideration hereinafter stated, furnish to the City of Reynoldsburg, Ohio, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code.

Also, Franklin County Public Health shall provide other services, including the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

Pursuant to Revised Code 3709.08(C), once the director of health determines that Franklin County Public Health is organized and equipped to provide the services, the Franklin County Board of Health shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City of Reynoldsburg. And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County Board of Health, including the Franklin County General Health District and the City of Reynoldsburg.

Such services shall be rendered, if appropriate and necessary, when requested by the citizens of Reynoldsburg, Ohio, officials of city government, school authorities or medical personnel practicing in or around the City of Reynoldsburg, Ohio or when required by state statute.

The City Attorney of Reynoldsburg, Ohio shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City of Reynoldsburg hereby irrevocably consents to such jurisdiction.

SECTION 2. Said public health services shall be furnished beginning January 1, 2017 and ending December 31, 2017 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3. Franklin County Public Health will provide ongoing communication with the Mayor/City Manager and his or her designees through a webinar or conference call at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the citizens of Reynoldsburg will be provided upon request.

SECTION 4. The City of Reynoldsburg, Ohio shall pay to Franklin County Public Health for said public health services furnished to the City of Reynoldsburg, Ohio and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$7.89.

SECTION 5. Said sum or sums of money shall be paid by the said City of Reynoldsburg, Ohio to said Franklin County Public Health upon receipt of semi-annual invoices by the Franklin County Board of Health on the first day of

January, and June, 2017. The sum for 2017 shall not exceed \$285,499.65, notwithstanding any fee established pursuant to the sections set forth below.

SECTION 6. In any instance where Franklin County Public Health expends funds to abate a nuisance pursuant to Section 1, above, within the City of Reynoldsburg, Ohio, Franklin County Public Health may invoice the City of Reynoldsburg, Ohio for the costs of such nuisance abatement. Further, the City of Reynoldsburg, Ohio, shall pay, in addition to those sums set forth in Section 5, above, to Franklin County Public Health the cost to abate the nuisance.

Franklin County Public Health agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City of Reynoldsburg, Ohio.

PLUMBING INSPECTION SERVICES:

SECTION 7. Franklin County Public Health shall, for the consideration hereinafter stated, furnish to the City of Reynoldsburg, Ohio, all plumbing inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

SECTION 8. The City of Reynoldsburg, Ohio, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Franklin County General Health District. The City of Reynoldsburg, Ohio, shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Franklin County General Health District after said Health District has submitted monthly statements of the amount due. The City of Reynoldsburg, Ohio shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 9. This contract is approved by a majority of the members of the legislative authority of the City of Reynoldsburg, pursuant to the provisions of Ordinance _____ dated _____.

SECTION 10. The City of Reynoldsburg, Ohio has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Susan A. Tilgner, MS, RD, LD, RS Date
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

Mayor Brad McCloud Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Reynoldsburg, Ohio

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

FISCAL OFFICER
City of Reynoldsburg, Ohio

DATE

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: September 12, 2016**TO: Finance Committee****RE: ORDINANCE TO AMEND THE “CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL” ADOPTED BY
ORDINANCE NO. 14-03 PASSED MARCH 10, 2003 AND AS
SUBSEQUENTLY AMENDED (various sections)**

Request changes be made to Chapter 4.09 Compensatory Time of the Personnel Procedure Manual. (See attached)

**THE CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL**

COMPENSATORY TIME

SECTION 4.09

PAGE 1 OF 2

A. POLICY

1. Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the Appointing Authority or designee.
 - a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.
 - ~~b. Employees eligible for overtime pay may earn up to a maximum of 100 hours of compensatory time in a calendar year. Thereafter, employees shall be paid for all approved overtime hours.~~
 - b. Employee's compensatory time balance shall be limited to a maximum ~~accrual~~ of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. thereafter, any hours carried over to the next calendar year will be subject to the 100 hour maximum accrual for the following year. — Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.
 - c. Employees shall have the option of receiving a cash payment for any or all hours accrued but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15th of November. The payment will be made at the employee's current rate of pay and will be paid no later than mid December of that year.
 - d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.
2. Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.

**THE CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL**

COMPENSATORY TIME**SECTION 4.09****PAGE 2 OF 2**

3. In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.
4. Upon separation from employment with the City for any reason, the employee (or spouse or estate upon employee's death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

Effective Date: January 1, 2003 Revision Date: March 2009 ORD 13-09_____

Attachment: PPM Comp time (1515 : PPM Chapter 4.09)