



**FINANCE COMMITTEE, CHAIRMAN BARTH COTNER
TUESDAY JANUARY 19, 2016**

COMMITTEE MEETING:

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDBURG, 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 – January 4, 2016
4. Discussion
 - a. Request Legislation Authorizing Mayor to Enter into Contract for the 2016 Manhole Rehabilitation Project, Appropriating Funds Therefore, and Declaring an Emergency.
 - b. Request Legislation Authorizing Mayor to Enter into Contract for the 2016 Briarcliff/Aida Water Main Replacement Project, Appropriating Funds Therefore, and Declaring an Emergency.
 - c. ORDINANCE AUTHORIZING RENEWAL OF “MEMORANDUM OF UNDERSTANDING - 2015 FRANKLIN COUNTY DRUG TASK FORCE”. (Second Reading 1/11/2016).
 - d. ORDINANCE AUTHORIZING CONTRACT FOR PURCHASE OF SOFTWARE AND HARDWARE FOR CITY AUDITOR, HUMAN RESOURCES, AND WATER DEPARTMENTS, AND DECLARING AN EMERGENCY. (First Reading 1/11/2016).

CITY OF REYNOLDSBURG

FINANCE COMMITTEE MONDAY JANUARY 4, 2016

COMMITTEE MEETING:

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

1. Call to Order

PRESENT: Clemens, Cotner, Long, Skinner

ABSENT:

2. Approval of Agenda

Agenda stands approved

3. Approval of Minutes

a. Finance Committee – Committee Meeting – December 21, 2015

Minutes stand approved.

4. Election of Chairman; appointment of Vice Chairman

Motion to elect Barth Cotner as Chairman of the Finance Committee by Councilman Long
Second by Councilman Skinner.

All voted Aye by Voice vote. Motion Carried.

Mr. Cotner appointed Councilman Long as Vice Chair.

5. Discussion

a. Ordinance Authorizing Renewal of “Memorandum of Understanding - 2015 Franklin County Drug Task Force”. (First Reading 12/14/2015).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/11/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

b. Ordinance Authorizing Contract for Purchase of Software and Hardware for City Auditor, Human Resources, and Water Departments, and Declaring an Emergency.

Mr. Harris: Thank you Chairman Cotner and welcome and congratulations to the new Council Members. Every five years we get our software from New World Systems. This is

Minutes Acceptance: Minutes of Jan 4, 2016 7:30 PM (Approval of Minutes)

the maintenance and updates for that contract. The costs are in here. We are not asking for an appropriation, we always put that in the appropriation ordinance. All I am asking for here is the authority for the Mayor to sign the contract. I will answer any questions, if anyone has any.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/11/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

Minutes Acceptance: Minutes of Jan 4, 2016 7:30 PM (Approval of Minutes)

Water and Wastewater Department

Mike Root

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **January 19, 2016**

TO: **Finance Committee**

RE: REQUEST LEGISLATION AUTHORIZING MAYOR TO ENTER
INTO CONTRACT FOR THE 2016 MANHOLE REHABILITATION
PROJECT, APPROPRIATING FUNDS THEREFORE, AND
DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

Statement of necessity: Would like to pass after 3 readings to start engineering on project.

Request legislation for the Mayor to accept proposal with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the engineering, plans, prepare bid document, supply bid documents for distribution, advertise for bids received and preparation of bid tabs for the 2016 Manhole Rehabilitation Project for a contract amount of \$11,775.00.

Request appropriation of \$11,775.00 from Sewer CIP Account 720.000.0000.5622 to account 720.000.0152.5622.



January 13, 2016

Mr. Michael Root
 Superintendent of Water and Wastewater
 City of Reynoldsburg
 7232 East Main St
 Reynoldsburg, OH 43068

**Re: City of Reynoldsburg 2016 Sanitary Manhole Rehabilitation Project
 Proposal for Professional Services**

Dear Mr. Root,

EMH&T is pleased to submit our proposal for detailed design of the 2016 Sanitary Manhole Rehabilitation Project. This project was identified through the Capacity Assessment and Sanitary Sewer Evaluation Study that was completed as part of the City's response to the Ohio EPA Director's Final Findings and Orders (DFFO). As part of this study, numerous manhole defects were identified throughout the City's sanitary collection system. This project will focus on the rehabilitation of approximately 25 to 30 manholes with a total project budget of \$100,000.

SCOPE OF SERVICES

EMH&T will provide engineering services necessary to prepare construction plans, specifications, and bid documents for these improvements. The scope of services includes:

1. Project Planning and Specifications

- a. Review existing available information including existing CCTV recordings/logs, manhole inspections, GIS information, and record plans to develop a list of candidate manholes.
- b. Develop a preferred list of manholes with the City's Water and Wastewater Department Staff.
- c. Create a manhole rehabilitation exhibit and map.
- d. Develop manhole rehabilitation specifications along with a project cost estimate for City review and approval.

2. Bidding

- a. Once the final list of manholes and construction budget is coordinated with the City, prepare a specification and bidding booklet.
- b. Prepare 10 copies of the bidding documents and specifications for the City to distribute to prospective bidders.
- c. Review questions from contractors during bidding and issue bid addenda if necessary.
- d. Attend the bid opening, prepare a bid tabulation and award recommendation, and prepare conformed copies of the contract documents for the City and contractor to enter into an agreement.

A legacy of experience. A reputation for excellence.

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

Columbus • Charlotte • Cincinnati • Indianapolis
 emht.com

City of Reynoldsburg
2016 Sanitary Manhole Rehabilitation Project

January 13, 2016
Page 2 of 2

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed Eleven Thousand, Seven Hundred, Seventy-five Dollars and no cents (\$11,775.00) without prior authorization from the City. Invoices will be submitted monthly, based on the progress of the work, and are payable upon receipt. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE
Senior Project Manager

Attachments: Fee Spreadsheet (1 Page)

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: Proposal - 2016 Reynoldsburg San MH Rehab Project 1.13.16 (1296 : 2016 Manhole Rehabilitation Project)

CITY OF REYNOLDSBURG - 2016 SANITARY MANHOLE REHABILITATION PROGRAM

January 13, 2015

Labor Rates									Reimbursable Expenses				
Detail	Senior Engineer / Project Manager	Engineer II	Engineer I	Senior Surveyor	Surveyor II	Project Designer II	Task Total Hours	Task Labor Cost	Stakes, prints, postal, special delivery and miscellaneous items	Mileage	Filing fees, subconsultant services, permitting fees, etc.	Task Total Expenses	Fee Per Task
TASK 1 - PROJECT PLANNING AND SPECIFICATIONS	16	40	0	0	0	20	76	\$ 7,560.00	\$ 100.00	\$ 75.00	\$ -	\$ 175.00	
Design Meetings (kick-off meeting, site visits, and progress meetings)	6	4				4		\$ 1,428.00		\$ 75.00			\$ 1,503.00
Prepare Project Exhibit	2	4				16		\$ 1,812.00					\$ 1,812.00
Review of Existing Information	4	8						\$ 1,320.00					\$ 1,320.00
Preliminary Opinion of Probable Cost	2	16						\$ 1,920.00					\$ 1,920.00
Manhole Rehabilitation Specifications	2	8						\$ 1,080.00	\$ 100.00				\$ 1,180.00
													\$ 7,735.00
TASK 2 - Bidding	8	18	0	0	0	0	26	\$ 2,850.00	\$ 850.00	\$ 40.00	\$ 300.00	\$ 1,190.00	
Bid Document Preparation	4	12						\$ 1,740.00	\$ 850.00	\$ 40.00	\$ 300.00		\$ 2,930.00
Assistance During Bidding (RFI's)	2	2						\$ 450.00					\$ 450.00
Bid Evaluation, Bid Tabulation & Recommendation	2	4						\$ 660.00					\$ 660.00
													\$ 4,040.00
Total Hours	24	58	0	0	0	20	102	\$ 10,410.00	\$ 950.00	\$ 115.00	\$ 300.00	\$ 1,365.00	\$ 11,775.00

Total Labor Cost = \$ 10,410.00
Reimbursable Expenses = \$ 1,365.00

Total Fee = \$ 11,775.00

Principal	\$	150.00	0	\$	-
Senior Engineer/Project Manager	\$	120.00	24	\$	2,880.00
Engineer II	\$	105.00	58	\$	6,090.00
Engineer I	\$	85.00	0	\$	-
Engineer Aide	\$	78.00	0	\$	-
Structural Engineer	\$	78.00	0	\$	-
Senior Surveyor	\$	105.00	0	\$	-
Surveyor II	\$	90.00	0	\$	-
Surveyor I	\$	80.00	0	\$	-
Senior Environmental Scientist	\$	98.00	0	\$	-
Environmental Scientist II	\$	86.00	0	\$	-
Environmental Scientist I	\$	70.00	0	\$	-
Senior Planner	\$	98.00	0	\$	-
Landscape Architect/Planner	\$	85.00	0	\$	-
Project Designer II	\$	72.00	20	\$	1,440.00
Project Designer I	\$	66.00	0	\$	-
Construction Project Manager	\$	110.00	0	\$	-
Senior Cosntruction Representative	\$	80.00	0	\$	-
Construction Inspector II	\$	70.00	0	\$	-
Construction Inspector I	\$	60.00	0	\$	-
Survey Field Crew	\$	144.00	0	\$	-
Administrative/Clerical	\$	55.00	0	\$	-
SUBTOTAL (ENG)			102.0	\$	10,410.00

Attachment: Proposal - 2016 Reynoldsburg San MH Rehab Project 1.13.16 (1296 : 2016 Manhole Rehabilitation Project)

Water and Wastewater Department

Mike Root

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **January 19, 2016**

TO: **Finance Committee**

RE: REQUEST LEGISLATION AUTHORIZING MAYOR TO ENTER
INTO CONTRACT FOR THE 2016 BRIARCLIFF/AIDA WATER
MAIN REPLACEMENT PROJECT, APPROPRIATING FUNDS
THEREFORE, AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

EMERGENCY

Statement of necessity: Would like to pass after 3 readings to start engineering on project.

Request legislation for the Mayor to accept proposal with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the engineering, plans, prepare bid document, supply bid documents for distribution, advertise for bids received and preparation of bid tabs for the 2016 Briarcliff/Aida Water Main Replacement for a contract amount of \$38,582.00.

Request appropriation of \$38,582.00 from Water CIP Account 710.000.0000.5621 to account 710.000.0151.5621.

Mike Root

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



MEMORANDUM

DATE: 1/13/2016

TO: Reynoldsburg City Council

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

RE: 2016 Briarcliff/Aida Water Main Replacement

Please see proposal from EMH&T for engineering and bidding for the replacement of Briarcliff/Aida Water Main Replacement. We will be replacing 1,040 linear feet of 6" water main with 8" water main. The anticipated total project cost for the improvements proposed is approximately \$310,000.

Please see attached map of water line replacement. This section of line has had 7 main breaks.

We are request an appropriation of \$38,582.00 from Water CIP Account 710.000.0000.5621 to 710.000.0151.5621.

Attachment: 2016 Briarcliff- Aida Water Line Replacement Memo (1295 : 2016 Briarcliff/Aida Water Main Replacement)



January 13, 2016

Mr. Michael Root
 Superintendent of Water and Wastewater
 City of Reynoldsburg
 7232 East Main St
 Reynoldsburg, OH 43068

**Re: City of Reynoldsburg 2016 Water Main Replacement Project:
 Briarcliff Road – Aida Drive Area
 Proposal for Professional Services**

Dear Mr. Root:

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the 2016 Water Main Replacement Project. This project was identified as a critical need by the Water and Wastewater Department due to the fact that it is undersized (currently 6-in diameter pipe) and has been susceptible to several breaks over the past few years. The improvements will include the following:

- Replacement of approximately 1,040 linear feet of 6-in water main in the alleyway north of the Kroger shopping center between Briarcliff Road and Aida Drive.
- Replacement of fire hydrants
- Options for tracing wire and cathodic protection will be evaluated and implemented in design

The anticipated total project cost for the improvements proposed is approximately \$310,000 as outlined in the attached preliminary opinion of probable cost.

SCOPE OF SERVICES

EMH&T will provide engineering and surveying services necessary to prepare construction plans and specifications for the abandonment of the existing 6-in waterline and appurtenances and installation of approximately 1,040 linear feet of proposed 8-in water main and appurtenances. The scope of services will include:

1. Survey
 - a. Survey – Horizontal and vertical control will be established for a basis of design and construction. Roadway centerline and right-of-way will be established. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way.
2. Preliminary Engineering (50% Plans)
 - a. Review of existing site conditions, Record Plans, and right-of-way; and coordination with the City of Reynoldsburg.
 - b. Creation of an electronic base map that is developed using topographic survey, GIS, record plan, and OUPS data.

- c. Preliminary Plans (50%) – These plans will illustrate the preliminary overall improvements for the waterline replacement improvement. EMH&T will meet with City staff to present the 50% design and again to discuss comments compiled by City staff upon completion of the review. An opinion of probable construction cost will also be presented. The 50% design will be provided to private utility owners to allow them to determine extent of impact from the proposed improvements.
3. Final Engineering
 - a. EMH&T will incorporate City and private utility company comments into the final engineering design.
 - b. Develop sedimentation and erosion control details and requirements and the maintenance of traffic scheme for the improvements.
 - c. Pre-Final Plans (90%) – These plans will represent the near completion of the design phase of the project. EMH&T will meet with the City to review the 90% submission and again upon completion of the City's review to discuss comments. Updated plans will be provided to the utility owners to allow for final determination of impact and to allow their relocation design to begin (if required). An updated opinion of probable construction cost will be provided as well.
 - d. Final Plans (100%) – Final plans will be provided to the City for signature approval. These will have all comments (from all applicable reviewers) from the 90% submission addressed. A final opinion of probable construction cost will also be provided.
4. Bidding
 - a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
 - i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation
 - v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, land acquisition assistance, private utility relocation design, offsite (outside of R/W) storm sewer improvements, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding.

Deliverables:

In conjunction with the services described herein, the following deliverables are planned:

- 50% Plan Submission
 - 2 - Plan Sets (Reynoldsburg)
 - Utility Submission (Number TBD)
 - 50% Opinion of Probable Construction Cost
- 90% Plan Submission
 - 2 – Plan Sets (Reynoldsburg)
 - Utility Submission (Number TBD)
 - 90% Opinion of Probable Construction Cost
- Final Plan Submission
 - 1- Plan set with mylar cover (Reynoldsburg)
 - Utility Submission (Number TBD)

- Final Opinion of Probable Construction Cost
- Bidding
 - 15 Plan sets and bid document books
 - Addenda, If necessary
 - Formal bid tabulation
 - Letter of award recommendation

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Assuming a Notice to Proceed is issued by the City in Mid-March 2016; we anticipate that the following schedule can be met.

Engineering Design Completion:	June 2016
Bid Advertisement and Opening:	July 2016
Notice of Award/Initiate Construction:	July-August 2016
Construction Complete:	October 2016

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed Thirty-eight Thousand, Five Hundred Eighty-two dollars and no cents (\$38,582.00) without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

Invoices will be submitted monthly and EMH&T services will be billed according to our contracted rate schedule.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE
Senior Project Manager

Attachments: Exhibit – Briarcliff Area WM Replacement (1 Page)
Preliminary Project Cost Estimate (1 Page)
Fee Spreadsheet (1 Page)

City of Reynoldsburg
2016 Water Main Replacement Project

January 13, 2016
Page 4 of 4

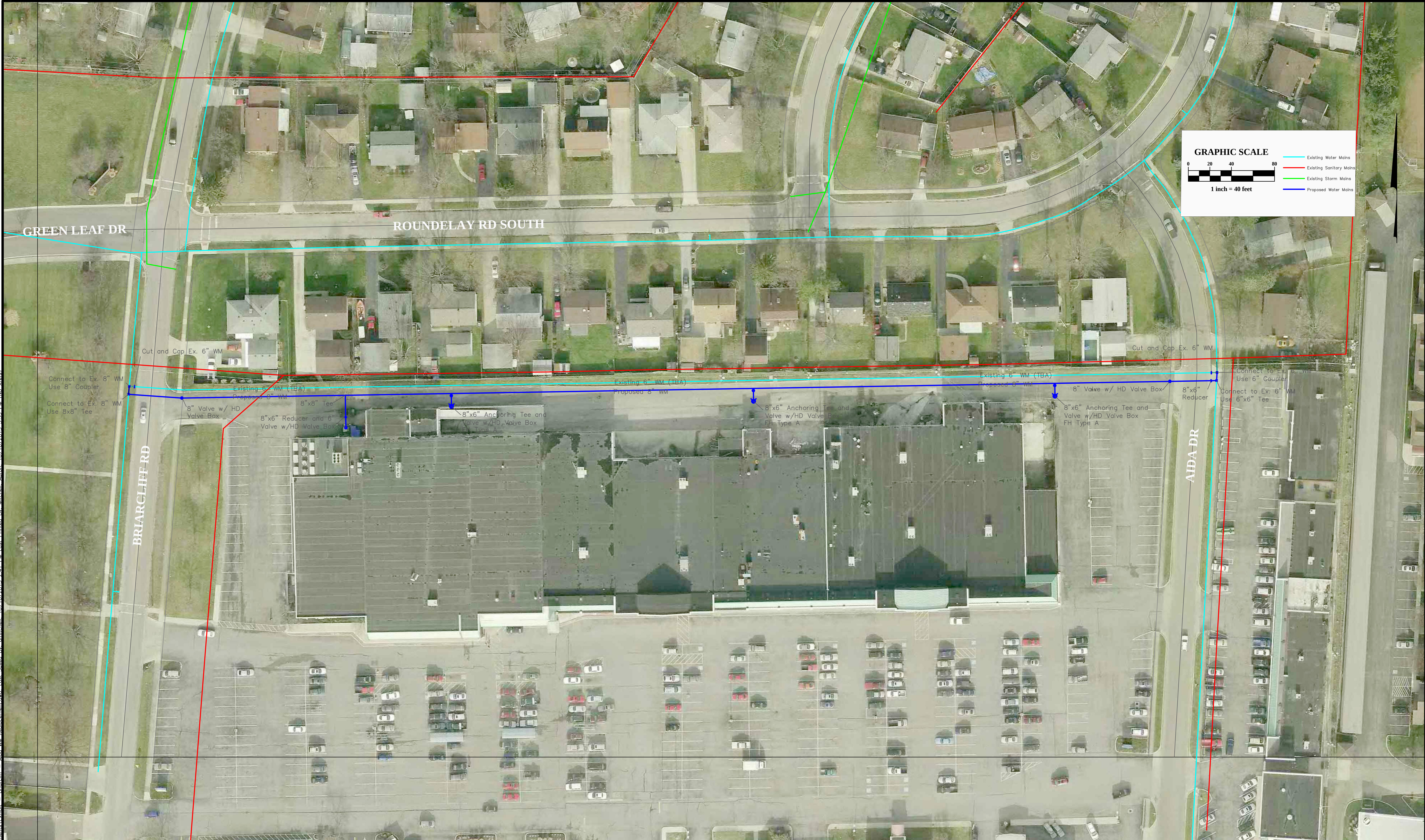
Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: Proposal - 2016 WM Replacement - Briarcliff 1.13.16 (1295 : 2016 Briarcliff/Aida Water Main Replacement)



REVISIONS		
MARK	DATE	DESCRIPTION

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 888.775.3648
emht.com

CITY OF REYNOLDSBURG

PRELIMINARY
NOT TO BE USED
FOR CONSTRUCTION

CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
WATER MAIN EXHIBIT
FOR
**BRIARCLIFF - AIDA AREA
WATERMAIN REPLACEMENT**

DATE	JOB NO.
October 16, 2015	20150179
SCALE	SHEET
1" = 40'	1/1



PRELIMINARY OPINION OF PROBABLE PROJECT COST
CITY OF REYNOLDSBURG, OHIO

2016 WATER MAIN REPLACEMENT PROJECT
BRIARCLIFF-ADA AREA
January 11, 2016

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
BRIARCLIFF ROAD - ADA DRIVE WATER MAIN							
1	COC	207	SEDIMENTATION & EROSION CONTROL	1	LS	\$5,000.00	\$5,000.00
2	ODOT	259	PERMANENT PAVEMENT REPLACEMENT, TYPE 2B (PER R-2)	775	SY	\$75.00	\$58,125.00
3	ODOT	452	DRIVEWAY APPROACH PAVEMENT (PER R-3 and R-11)	30	SY	\$100.00	\$3,000.00
4	COC	608	4" CONCRETE SIDEWALK, REMOVED AND REPLACE, CLASS S CONCRETE (PER R-9)	140	SF	\$9.00	\$1,260.00
5	COC	609	CONCRETE CURB AND GUTTER, REMOVE AND REPLACE, CLASS C CONCRETE (PER R-6)	28	LF	\$35.00	\$980.00
6	ODOT	614	MAINTENANCE OF TRAFFIC	1	LS	\$7,500.00	\$7,500.00
7	ODOT	623	CONSTRUCTION LAYOUT STAKES	1	LS	\$3,000.00	\$3,000.00
8	COC	653	TOPSOIL, FURNISHED AND PLACED (D=3")	3	CY	\$50.00	\$150.00
9	COC	659	SEEDING AND MULCHING	36	SY	\$2.50	\$90.00
10	COC	801	6" DUCTILE IRON PIPE AND FITTINGS (HYDRANT LEADS) AND TYPE A BACKFILL	45	LF	\$110.00	\$4,950.00
11	COC	801	8" PVC PIPE (AWWA C900 OR C909) W/ DUCTILE IRON FITTINGS AND TYPE A BACKFILL	1,038	LF	\$90.00	\$93,420.00
	COC	801	6" PVC PIPE (AWWA C900 OR C909) W/ DUCTILE IRON FITTINGS AND TYPE A BACKFILL	25	LF	\$75.00	\$1,875.00
12	COC	*801	DUCTILE IRON FITTINGS, INCREASE OR DECREASE	100	LB	\$4.00	\$400.00
13	COC	802	6" VALVE W/ H.D. BOX	4	EA	\$900.00	\$3,600.00
14	COC	802	8" VALVE W/ H.D. BOX (PER WA-9)	2	EA	\$1,400.00	\$2,800.00
16	COC	805	3/4" WATER SERVICE, TRANSFERRED W/ NEW BOX PER DETAIL (WA-4)	6	EA	\$2,000.00	\$12,000.00
17	COC	808	CUT AND PLUG 6" WATER LINE	2	EA	\$550.00	\$1,100.00
18	COC	808	REMOVE VALVE BOX AND CLOSE VALVE	2	EA	\$250.00	\$500.00
19	COC	809	FIRE HYDRANT, TYPE A (PER WA-10)	3	EA	\$3,500.00	\$10,500.00
20	COC	809	FIRE HYDRANT, REMOVE AND STORE	1	EA	\$400.00	\$400.00
21	COC	*811	INCREASE OR DECREASE IN EXCAVATION OR BACKFILL	100	CY	\$15.00	\$1,500.00
22	-	SPEC	TRACER WIRE AND ACCESSORIES	1,088	LF	\$2.00	\$2,176.00
23	-	SPEC	SERVICE LINE CATHODIC PROTECTION	6	EA	\$350.00	\$2,100.00

*DENOTES CONTINGENCY ITEM

SUBTOTAL =	\$216,426.00
CONTINGENCY (10%) =	\$21,600.00
OPINION OF PROBABLE CONSTRUCTION COST =	\$238,026.00
DESIGN AND CONSTRUCTION PHASE PROFESSIONAL SERVICES (30%) =	\$71,400.00
OPINION OF PROBABLE PROJECT COST =	\$309,426.00

PREPARED BY:	AJM
CHECKED BY:	RMA
CHECKED DATE:	01/13/16

Attachment: Proposal - 2016 WM Replacement - Briarcliff 1.13.16 (1295 : 2016 Briarcliff/Aida Water Main Replacement)

CITY OF REYNOLDSBURG - BRIARCLIFF RD-AIDA DR WATER MAIN IMPROVEMENT

January 13, 2015

Labor Rates										Reimbursible Expenses				
Detail	Senior Engineer / Project Manager	Engineer II	Engineer I	Senior Surveyor	Surveyor II	Project Designer II	Survey Field Crew	Task Total Hours	Task Labor Cost	Stakes, prints, postal, special delivery and miscellaneous items	Mileage	Filing fees, subconsultant services, permitting fees, etc.	Task Total Expenses	Fee Per Task
TASK 1 - Survey	0	2	0	4	20	0	24	68	\$ 6,986.00	\$ 100.00	\$ 75.00	\$ -	\$ 175.00	
Field Survey		2		4	20		24		\$ 6,986.00	\$ 100.00	\$ 75.00			\$ 7,161.00
														\$ 7,161.00
TASK 2 - Preliminary Engineering (50% Plans)	26	48	0	0	0	74	0	148	\$ 13,488.00	\$ 275.00	\$ 100.00	\$ -	\$ 375.00	
Design Meetings (kick-off meeting, site visits, and progress meetings)	10	8				8			\$ 2,616.00	\$ 75.00	\$ 100.00			\$ 2,791.00
Base Map		4				32			\$ 2,724.00					\$ 2,724.00
Review of Existing Information	6	8							\$ 1,560.00					\$ 1,560.00
Preliminary Water Main Plans (Plan and Profile)	6	12				24			\$ 3,708.00					\$ 3,708.00
Preliminary Opinion of Probable Cost	2	8							\$ 1,080.00					\$ 1,080.00
Preparation of Submittals	2	4				8			\$ 1,236.00	\$ 150.00				\$ 1,386.00
Utility Coordination (Plan Sets)		4				2			\$ 564.00	\$ 50.00				\$ 614.00
														\$ 13,863.00
TASK 3 - Final Engineering (100% Plans)	20	34	0	0	0	88	0	166	\$ 14,178.00	\$ -	\$ -	\$ -	\$ -	
Final Water Main Plan and Profile	4	12				40			\$ 6,492.00					\$ 6,492.00
Connection Details and Miscellaneous Details	4	4				16			\$ 2,052.00					\$ 2,052.00
Plan Notes and Specifications	4	4				8			\$ 1,476.00					\$ 1,476.00
Sedimentation and Erosion Control Plan	2	4				8			\$ 1,236.00					\$ 1,236.00
Maintenance of Traffic Plan	2	4				8			\$ 1,236.00					\$ 1,236.00
Final Opinion of Probable Construction Cost	2	4							\$ 660.00					\$ 660.00
Preparation of Submittals	2	2				8			\$ 1,026.00					\$ 1,026.00
Reimbursables (Prints, Mileage, Etc.)									\$ -					\$ -
														\$ 14,178.00
TASK 4 - Bidding	6	14	0	0	0	0	0	20	\$ 2,190.00	\$ 850.00	\$ 40.00	\$ 300.00	\$ 1,190.00	
Bid Document Preparation	2	8							\$ 1,080.00	\$ 850.00	\$ 40.00	\$ 300.00		\$ 2,270.00
Assistance During Bidding (RFI's)	2	2							\$ 450.00					\$ 450.00
Bid Evaluation, Bid Tabulation & Recommendation	2	4							\$ 660.00					\$ 660.00
Reimbursables (Printing, Etc.)									\$ -					\$ -
														\$ 3,380.00
Total Hours	52	98	0	4	20	162	24	402	\$ 36,842.00	\$ 1,225.00	\$ 215.00	\$ 300.00	\$ 1,740.00	\$ 38,582.00

Total Labor Cost = \$ 36,842.00
Reimbursable Expenses = \$ 1,740.00

Total Fee = \$ 38,582.00

Principal	\$	150.00	0	\$	-
Senior Engineer/Project Manager	\$	120.00	52	\$	6,240.00
Engineer II	\$	105.00	98	\$	10,290.00
Engineer I	\$	85.00	0	\$	-
Engineer Aide	\$	78.00	24	\$	1,872.00
Structural Engineer	\$	78.00	0	\$	-
Senior Surveyor	\$	105.00	4	\$	420.00
Surveyor II	\$	90.00	20	\$	1,800.00
Surveyor I	\$	80.00	0	\$	-
Senior Environmental Scientist	\$	98.00	0	\$	-
Environmental Scientist II	\$	86.00	0	\$	-
Environmental Scientist I	\$	70.00	0	\$	-
Senior Planner	\$	98.00	0	\$	-
Landscape Architect/Planner	\$	85.00	0	\$	-
Project Designer II	\$	72.00	162	\$	11,664.00
Project Designer I	\$	66.00	0	\$	-
Construction Project Manager	\$	110.00	0	\$	-
Senior Cosntruction Representative	\$	80.00	0	\$	-
Construction Inspector II	\$	70.00	2	\$	140.00
Construction Inspector I	\$	60.00	16	\$	960.00
Survey Field Crew	\$	144.00	24	\$	3,456.00
Administrative/Clerical	\$	55.00	0	\$	-
SUBTOTAL (ENG)			402.0	\$	36,842.00

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

DATE: January 19, 2016**TO: Finance Committee****RE: ORDINANCE AUTHORIZING RENEWAL OF “MEMORANDUM OF UNDERSTANDING - 2015 FRANKLIN COUNTY DRUG TASK FORCE”. (Second Reading 1/11/2016).**

The Reynoldsburg Division of Police request for City Council Members to approve the renewal of the Franklin County Drug Task Force Agreement. Please reference the attached Drug Task Force Agreement. The agreement was originally approved under Ordinance number 23-12 (attached). The agreement has been updated and therefore requires approval.



Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

4.c.a

MEMORANDUM

.....
Date: 4 December 2015

To: Chief/City Council

From: LT R. Wright #90 *Prop*

Subject: Request to Renew Franklin County Drug Task Force Agreement
.....

Current Situation:

Please reference the attached Drug Task Force Agreement. The Agreement was originally approved under Ordinance number 23-12 (attached). This Agreement has been updated and requires renewal. Our agency still benefits from our participation in this task force through supplemented man power for larger scale narcotics operations, reimbursement of overtime funding for the detective assigned, and percentage of seizures and forfeitures.

Request:

I request the following:

- This request is considered an add to the current agenda for meeting scheduled on 7 December 2015.
- Request approval to renew the Agreement.

Attachment: Franklin Co Drug Task Force (1272 : Renew Franklin Co Drug Task Force Agreement)

ORDINANCE NO. 23-12

PASSED: May 14, 2012

Certified True Copy

Nancy C. Frazier
Acting Clerk of Council
copy

ORDINANCE AUTHORIZING RENEWAL OF "MEMORANDUM OF UNDERSTANDING - 2012 FRANKLIN COUNTY DRUG TASK FORCE" AND DECLARING AN EMERGENCY

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

SECTION 1. That the renewal of the Memorandum of Understanding - 2012 Franklin County Drug Task Force (document received by Council April 18, 2012) is hereby authorized.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public health and safety; and further in order to have the M.O.U. in place, which provides for combined efforts to combat drug trafficking in the Franklin County area; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
 Doug Joseph, President of Council

ATTEST: *Nancy C. Frazier*
 Nancy C. Frazier, Clerk of Council

APPROVED: *Bradley L. McCloud* DATE *5/16/12*
 Bradley L. McCloud, Mayor

CERTIFICATE

I, Nancy C. Frazier, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 23-12 as passed by Council of said City on the 14th day of May 2012 and as recorded in the Record of Proceedings of said Council.

Nancy C. Frazier
 Nancy C. Frazier, Clerk of Council

Filed with Mayor: *5-16-12*

Published: _____

Attachment: 23-12 (1272 : Renew Franklin Co Drug Task Force Agreement)

DRUG TASK FORCE AGREEMENT

This drug task force agreement is between the FRANKLIN COUNTY SHERIFF, the sheriff of Franklin County, Ohio (the "**Sheriff**"), the CITY OF UPPER ARLINGTON, a municipal corporation in Franklin County, Ohio ("**Upper Arlington**"), the CITY OF REYNOLDSBURG, a municipal corporation in Franklin County, Ohio ("**Reynoldsburg**"), the CITY OF GROVEPORT, a municipal corporation in Franklin County, Ohio ("**Groveport**"), and the CITY OF WORTHINGTON, a municipal corporation in Franklin County, Ohio ("**Worthington**") (those municipal corporations, the "**Municipalities**").

Section 737.04 of the Ohio Revised Code authorizes municipal corporations to enter into agreements with county sheriffs and other municipal corporations to allow the municipal corporations' police officers to work in a multijurisdictional drug task force. The Sheriff organized the Franklin County Drug Task Force (the "**Drug Task Force**") to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity. Pursuant to Ohio Revised Code sections 311.29 and 737.04, the parties want to enter into an agreement for the use of police services and police equipment in the Drug Task Force.

The parties therefore agree as follows:

1. **Establishment of the Drug Task Force.** This agreement memorializes the establishment of the Drug Task Force that was organized by the Sheriff to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity.
2. **Personnel; Equipment.** (a) The Sheriff and each of the Municipalities shall provide at least one Deputy Sheriff or Police Officer, respectively, to work in the Drug Task Force.

(b) The Sheriff and any of the Municipalities may provide equipment (the "**Equipment**") for use by any party in the Drug Task Force. Ownership of the Equipment will not transfer because of its use by any party in the Drug Task Force.
3. **Command Structure.** The Sheriff shall designate one Deputy Sheriff as the Task Force Commander. The Task Force Commander will command all Personnel in the performance of Task Force Operations. All Personnel will perform Task Force Operations under the direction of the Task Force Commander. The parties intend that Personnel, when performing Task Force Operations, remain employees of the respective employing parties. If the Task Force Commander determines that a Police Officer should not perform Task Force Operations, the Task Force Commander will request that the employing Municipality remove the Police Officer from the Drug Task Force. Upon receipt of such a request by the Task Force Commander, the Municipality shall cause its Police Officer to cease performing Task Force Operations and shall replace the removed Police Officer with another Police Officer.
4. **Collaboration Board.** (a) The Drug Task Force will be governed by a Collaboration Board (the "**Collaboration Board**"). The Collaboration Board will consist of the Sheriff and the Chief of Police from each of the Municipalities. The Sheriff may designate a Deputy Sheriff to serve as the Sheriff's representative on the Collaboration Board (the "**Sheriff's Designee**"). A Chief of Police may designate a Police Officer that is employed by the Municipality of the Chief of Police to serve as the respective representative on the Collaboration Board (a "**Municipality's Designee**"). For any Board Meeting in which a Sheriff's Designee or a Municipality's Designee attends, the Sheriff's Designee and

the Municipality's Designee will have the same powers as the Sheriff or Chief of Police, respectively. The Sheriff is not required to compensate Board Members for their participation in the Collaboration Board. The Collaboration Board will meet at least once every three months.

(b) The Collaboration Board will establish policies to govern all Personnel in the performance of Task Force Operations. The parties shall abide by all policies established by the Collaboration Board. Any policy may be established at a Board Meeting by a majority of a quorum of Board Members. A majority of all Board Members will constitute a quorum. The Collaboration Board will review its policies at least once every two years. Policies established by the Collaboration Board must be consistent with the provisions of this agreement.

5. **Responsibility for Conduct; Immunity.** The parties intend that a Deputy Sheriff or Police Officer will be acting within the scope of the Deputy Sheriff's or Police Officer's employment while performing Task Force Operations. The parties shall cause each Deputy Sheriff and Police Officer to abide by the policies of the Collaboration Board and the policies of the Deputy Sheriff's or Police Officer's respective employer. If there is a conflict between a policy of the Collaboration Board and a policy of the Deputy Sheriff's or Police Officer's respective employer, the policy of the Collaboration Board will not supersede the policy of the Deputy Sheriff's or Police Officer's respective employer. The parties intend that the immunities provided under Chapter 2744 of the Ohio Revised Code will apply to all Personnel while performing Task Force Operations. Police Officers will not be deemed to be Deputy Sheriffs, nor will Police Officers be agents or employees of Franklin County or the Franklin County Sheriff. Each Municipality shall assume all liability for the actions of their respective Police Officers.

6. **Funding.** The Sheriff states that he is the implementing agency for an award of grant funding made by the Ohio Office of Criminal Justice Services to the Franklin County Board of County Commissioners for project periods of February 1, 2014, through June 30, 2015, and July 1, 2015, through June 30, 2016. The Sheriff states that he intends to continue serving as the implementing agency for any future grant funding that is awarded to the Franklin County Board of County Commissioners. The Municipalities acknowledge that the Grant Funds are the only source of reimbursement for overtime expenses under section 7.

7. **Compensation; Reimbursement.** (a) The parties intend that each party will pay its Deputy Sheriffs or Police Officers, respectively, regular wages and any applicable overtime and benefits. If Grant Funds are available for disbursement as reasonably determined by the Sheriff, the Sheriff shall reimburse, not to exceed \$17,000 per party per year, each Municipality for overtime wages, Medicare contributions not to exceed 1.45% of a Police Officer's gross wages, and contributions to the Public Employees Retirement System ("PERS") or the Ohio Police and Fire Pension System ("OP&F"), as applicable, not to exceed 18.1% of a Police Officer's gross wages. To be reimbursed, a Municipality must submit to the Sheriff no later than the twentieth day of the month immediately following the close of each calendar quarter (e.g., no later than April 20, for the first calendar quarter of months January, February, and March) an invoice that documents the overtime expenditure for the immediately preceding calendar quarter that was made by the Municipality to the Police Officer. The reimbursement rate for overtime will be one and one-half times the rate of regular wage for the Police Officer. The Sheriff will not be required to reimburse a Municipality for overtime wages, Medicare contributions, and PERS or OP&F contributions paid by a Municipality for a Police Officer where:

(1) the Municipality receives federal funding for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer, and

(2) the Municipality has not exhausted the federal funding available to the Municipality for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer.

(b) To the extent allowed under a grant from which Grant Funds are provided for the Drug Task Force and to the extent that Grant Funds are available, the Sheriff shall reimburse a Municipality for reasonable travel and registration expenses paid by a Municipality for a Police Officer to attend a training event that relates to Task Force Operations. To be reimbursed under this section 7(b), a Municipality shall obtain approval for reimbursement from the Task Force Commander before the Municipality pays the travel and registration expenses; and, after payment of the expenses, the Municipality shall submit to the Task Force Commander a request for reimbursement, which must include proof of the Municipality's payment of the travel and registration expenses. In lieu of reimbursing a Municipality, the Sheriff may at the Sheriff's option pay a vendor directly for a Police Officer's travel and registration expenses under this section 7(b). If the amount of Grant Funds is insufficient to reimburse fully a Municipality's expenses, the Sheriff may reimburse partially the Municipality.

8. Task Force Account; Purchases. (a) The Sheriff shall establish and maintain an account with a financial institution to deposit, in accordance with the procedures and formulae set forth in section 9, and hold such deposited monies seized by the Drug Task Force for use by the Drug Task Force in performing Task Force Operations (the "**Task Force Account**"). Each calendar year, the Sheriff shall review the account balance of the Task Force Account as of December 31 of the year immediately preceding the calendar year of the Sheriff's review; if the balance of the Task Force Account exceeds of \$100,000, the Sheriff shall withdraw from the Task Force Account the amount that exceeds \$100,000 and distribute an equal proportion of that amount to each party, including the Sheriff. For any Municipality that withdraws from this agreement under section 10(b), the Sheriff will not be required to include that Municipality in the distribution under this section 8(a) for the year in which the Municipality withdrew.

(b) From funds in the Task Force Account, the Sheriff may purchase equipment for use by Personnel in Task Force Operations (the "**Task Force Equipment**"). The Sheriff may transfer to a Municipality ownership of Task Force Equipment. For all Task Force Equipment that is not transferred to a Municipality, the Sheriff will own the Task Force Equipment.

9. Asset Forfeiture Sharing. (a) For each deposit by the United States Marshals Service of asset forfeiture proceeds into a bank account that is maintained by the Sheriff, the Sheriff shall disburse the funds from the deposit as follows: 20 percent to the Task Force Account and 80 percent to the parties that participated in the asset forfeiture, in accordance with section 9(c).

(b) For each deposit of asset forfeiture proceeds from any entity other than the United States Marshals Service into a bank account that is maintained by the Sheriff, the Sheriff shall apply the funds from the deposit in the following order:

(1) Pay the costs of the seizure, storage, maintenance, security, and sale of the property and the costs of the forfeiture proceeding;

(2) In a criminal forfeiture case, satisfy any restitution ordered by the court to the victim of the offense; or in a civil forfeiture case, satisfy any recovery ordered by the court for the person harmed, if unpaid from other assets;

(3) Pay the balance due on any security interest preserved under Chapter 2981 of the Ohio Revised Code; and

(4) Apply the remaining amount as follows:

(A) If the forfeiture was ordered by a court other than a juvenile court, pay 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney and 75 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c); or

(B) If the forfeiture was ordered by a juvenile court, 10 percent to an alcohol and drug addiction treatment program that is certified by the Ohio Department of Mental Health and Addiction Services, 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney, and 65 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c).

(c) The Sheriff will determine which parties participated in each asset forfeiture case. For any proceeds to be disbursed to participating agencies, the Sheriff shall distribute the proceeds according to the percentage of Deputy Sheriffs or Police Officers that participated in the asset forfeiture case (the **"Allocation Factor"**). The Allocation Factor for each party is:

(1) the total number of a participating party's Deputy Sheriffs or Police Officers that were involved in the asset forfeiture case, divided by

(2) the total number of all Deputy Sheriffs and Police Officers that were involved in the asset forfeiture case.

For any Part-time Deputy Sheriff or a Part-time Police Officer that is involved in an asset forfeiture case, the Part-time Deputy Sheriff or Part-time Police Officer will equal one-half of a Deputy Sheriff or Police Officer, respectively, in the calculation of the Allocation Factor. If the Sheriff terminates this agreement or a Municipality withdraws from this agreement under section 10, but at least one Police Officer was involved in an asset forfeiture case before the Sheriff's termination or the Municipality's withdrawal, the Sheriff shall include the Municipality in the disbursement of asset forfeiture funds under this section 9.

10. Termination; Withdrawal. (a) The Sheriff may terminate this agreement for any reason by giving each Municipality at least 30 days' prior notice.

(b) Any Municipality may withdraw from the Drug Task Force and this agreement by giving the parties at least 30 days' prior notice. To be valid, a Municipality's withdrawal must be approved by the legislative authority of the Municipality.

11. Definitions. For the purposes of this agreement, the following definitions apply:

"Board Meeting" means a meeting of the Collaboration Board.

"Board Member" means a member of the Collaboration Board.

"Chief of Police" means the chief of police of a Municipality's police department.

"Deputy Sheriff" means a deputy sheriff that is employed by the Sheriff and performs Task Force Operations for the Drug Task Force.

"Grant Funds" include grant funding, for the project periods of February 1, 2014, through June 30, 2015; and July 1, 2015, through June 30, 2016; and any future project period, awarded to the Franklin County Board of Commissioners for which the Sheriff is the Implementing Agency.

"Part-Time Deputy Sheriff" means a Deputy Sheriff that works in the Drug Task Force less than 30 hours per week.

"Part-Time Police Officer" means a Police Officer that works in the Drug Task Force less than 30 hours per week.

"Personnel" means the Deputy Sheriffs and Police Officers that perform Task Force Operations for the Drug Task Force.

"Police Officer" means a police officer that is employed by a Municipality and performs Task Force Operations for the Drug Task Force.

"Task Force Commander" means the Deputy Sheriff that the Sheriff designates to command all Personnel in the performance of Task Force Operations.

"Task Force Operations" means the functions performed by Personnel for the Drug Task Force that relate to the enforcement of drug laws and other laws related to illegal drug activity.

12. Assignment. The parties shall not assign any of their rights or delegate any of their obligations under this agreement to any other entity.

13. Modification; Waiver. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

14. Notices. (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid.

(b) Subject to section 14(d), a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

- (1) if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
- (2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 14.

To the Sheriff: Franklin County Sheriff
373 South High Street, Floor 2B
Columbus, OH 43215
Attention: Director of Administrative Services

To Upper Arlington: Upper Arlington Police Chief
3600 Tremont Road
Upper Arlington, OH 43221

To Reynoldsburg: Reynoldsburg Police Chief
7240 East Main Street
Reynoldsburg, OH 43068

To Groveport: Groveport Police Chief
5690 Clyde Moore Drive
Groveport, OH 43125

To Worthington: Worthington Police Chief
6555 Worthington Galena Road
Worthington, OH 43085

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. on the next business day.

15. Severability. The parties intend as follows:

- (1) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- (2) that if an unenforceable provision is modified or disregarded in accordance with this section 15, then the rest of the agreement will remain in effect as written; and
- (3) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

17. Governing Law. The laws of the state of Ohio, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. As the exclusive means to enforce any provision of this agreement, a party may file a lawsuit in a court of competent jurisdiction in Franklin County, Ohio.

18. Entire Agreement. This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated underneath that party's signature.

FRANKLIN COUNTY SHERIFF

By: _____
 Zach Scott, Sheriff
 Date: _____, 2015

APPROVED AS TO FORM:

Ron O'Brien, Franklin County Prosecuting Attorney

By: _____
 Name: _____
 Assistant Prosecuting Attorney
 Date: _____, 2015

CITY OF UPPER ARLINGTON

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 Jeanine Hummer
 Upper Arlington City Attorney
 Date: _____, 2015

CITY OF REYNOLDSBURG

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 James Hood
 Reynoldsburg City Attorney
 Date: _____, 2015

CITY OF GROVEPORT

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 Kevin Shannon
 Groveport Director of Law
 Date: _____, 2015

CITY OF WORTHINGTON

By: _____
 Name: _____
 Title: _____
 Date: _____, 2015

APPROVED AS TO FORM:

By: _____
 Pamela Fox
 Worthington Director of Law
 Date: _____, 2015

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

DATE: **January 19, 2016****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING CONTRACT FOR PURCHASE OF
SOFTWARE AND HARDWARE FOR CITY AUDITOR, HUMAN
RESOURCES, AND WATER DEPARTMENTS, AND DECLARING
AN EMERGENCY. (First Reading 1/11/2016).

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

Request Council authorize Mayor to enter into contract with New World Systems for software support and system upgrades for City's financial, utility, and HR software. Money to pay for this is in the 2016 Appropriation Ordinance

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (**New World**) and **Reynoldsburg, OH (Customer)** sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 3/1/16 to (end date) 2/28/21.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- (b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Suite	8
2. Logos® Payroll & Human Resources Suite	5
3. Logos® Utility Management Suite	4
4. Logos® Decision Support Software	4
5. Logos® eSuite	3
6. Logos® Site License	1

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
3/1/2016 to 2/28/2017	\$49,115	2/15/2016
3/1/2017 to 2/28/2018	\$50,588	2/15/2017
3/1/2018 to 2/28/2019	\$52,106	2/15/2018
3/1/2019 to 2/29/2020	\$54,190	2/15/2019
3/1/2020 to 2/28/2021	\$56,357	2/15/2020

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Reynoldsburg, OH

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Reynoldsburg, OH

Licensed Application Software

At October, 2015

1. **Logos® Financial Management Suite**
 - Financial Management Base Suite .NET
 - General Ledger
 - Budget Management
 - Annual Budget Preparation
 - Accounts Payable
 - Revenue/Cash Receipting
 - Purchasing Base .NET
 - Asset Management .NET
 - Bank Reconciliation .NET
2. **Logos® Payroll & Human Resources Suite**
 - Human Resources Mgt. Base Suite .NET
 - Base
 - Payroll Processing
 - Personnel Management
 - Position Control
 - Position Budgeting .NET
3. **Logos® Utility Management Suite**
 - Water / Sewer / Refuse Base .NET
 - Meter and Device Inventory .NET
 - Service Order Processing .NET
 - Automatic Meter Read Interface .NET
4. **Logos® Decision Support Software**
 - Finance Analytics .NET
 - HR/Payroll Analytics .NET
 - Utility Management Analytics .NET
 - Decision Support Base Datamart
5. **Logos® eSuite**
 - eSuite Base
 - eUtilities
 - ePayments
6. **Logos® Site License**
 - Site License