

AMENDED ORDINANCE NO. 19-85

BY: *J. Schmidt*

An Ordinance to authorize the Mayor and the Auditor to execute a contract with Clemans, Nelson & Associates, Inc. and to appropriate necessary funds.

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

Section 1. That the Mayor and the Auditor are hereby authorized to execute a contract with Clemans, Nelson & Associates, Inc., in form and substance acceptable to the City Solicitor, to be effective as of January 1, 1985, providing for management consulting services with respect to employee relation and personnel matters.

Section 2. That the sum of ~~\$22,100~~ ^{#26,100} should be, and it hereby is, appropriated and set aside from the unencumbered General Fund to be used to pay fees for consulting services provided pursuant to said contract.

Section 3. That this Ordinance is an emergency Ordinance necessary for the immediate preservation of the public peace, health and safety; and, therefore, such Ordinance shall go into effect upon its passage and its approval by the Mayor.

Passed: April 23, 1985

ATTEST: *John H. Heston*
Clerk of Council

John Heston
President of Council

APPROVED: April 23, 1985

David H. Mason
David H. Mason, Mayor

Mar. 12, 1985 - 1st reading

Mar. 26, 1985 - 2nd reading

*April 9, 1985 - 3rd Reading
Tabled to 4/23/85*

April 23, 1985 - Adopted

MANAGEMENT CONSULTANT AGREEMENT

The City of Bexley, Ohio, hereinafter called the "City" and Clemans, Nelson & Associates, Inc., an Ohio corporation having its principal place of business in Columbus, Ohio, hereinafter called the "Consultant" shall hereby agree to the following terms and conditions for a period of one (1) year following ~~execution by all parties of this contract.~~ ^{JANUARY 1, 1985.}

The Consultant, in consideration of the covenants and promises set forth hereinafter, certifies, covenants and agrees to perform in the following manner, to wit:

Provide to the City on a priority basis, such employee relations and personnel services as might be requested throughout the duration of this Agreement.

IN CONSIDERATION of the foregoing covenants and promises, the City agrees to pay the Consultant a retainer of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per month for a period of one (1) year from the effective date of this contract, and to pay the Consultant at the applicable hourly rate:

Senior Consultant \$55.00 per hour
Consultant \$50.00 per hour

for actual clock hours of professional service. If it is necessary to use a partner or officer, higher rates will apply. Actual clock hours shall include only those hours spent in requested on-site consultation and assistance, and only those hours of in-office research and preparation necessary to support such consultation and assistance.

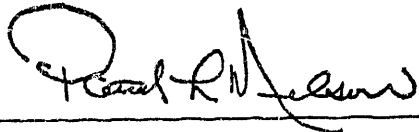
No professional service hours shall be charged for travel time or for telephone consultations requiring no in-office or on-site follow-up.

The City further agrees to pay the Consultant TWENTY CENTS (20¢) per mile for round trip business mileage from the Consultant's office in Columbus, necessary meal expense, actual overnight lodging expenses if required, and other ordinary and necessary business expenses.

Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

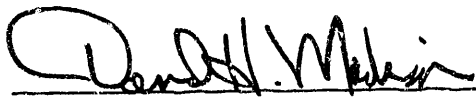
IN WITNESS WHEREOF, the parties hereunto set forth their hand this 23rd day of April, 1985.

CLEMANS, NELSON & ASSOCIATES, INC.



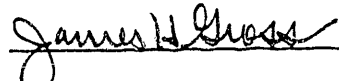
Executive Vice-President

CITY OF BEXLEY, OHIO



Mayor

Approved as to form:



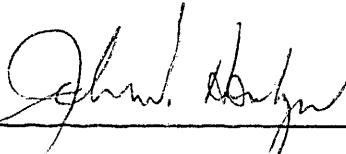
City Solicitor

May 24, 1985

Date

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount of Twenty-six thousand, one-hundred dollars required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.



City Auditor

5/29/85

Date