

AMENDED ORDINANCE NO. 10 - 07

By: Jeffrey McClelland

An Ordinance to authorize the Mayor and Auditor to execute a contract with DKL Consulting LLC for consulting services to the Jeffrey Mansion Commission, to appropriate \$41,000.00 from the unencumbered General Fund, subject to reimbursement of \$20,000.00 and one-half of any expenses by the Bexley Heritage Foundation, and to declare an emergency.

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

Section 1. That the Mayor and Auditor are hereby authorized to execute a contract with DKL Consulting LLC for consulting services to the Jeffrey Mansion Commission, said contract to be for the services described in the Plan Development Proposal, attached to this Ordinance and incorporated herein by this reference, and otherwise in form and substance acceptable to the Chair of the Jeffrey Mansion Commission and the City Attorney.

Section 2. That \$41,000.00 is hereby appropriated from the unencumbered General Fund, subject to reimbursement of \$20,000.00 and one-half of any expenses by the Bexley Heritage Foundation.

Section 3. That this Ordinance is an emergency measure necessary for the immediate protection of the public health, safety or welfare, said emergency being the necessity of completing the work of the Jeffrey Mansion Commission by June 30, 2007, and shall be in full force and effect upon passage and approval by the Mayor.

Passed: 3.13, 2007

Helen Mae Murray
President of Council

Attest: [Signature]
Clerk of Council

Approved: 3/19, 2007

[Signature]
David H. Madison, Mayor

*3-13-07 Amended Ordinance
Substituted at 2nd reading
3 reading rule suspended
Passed.*

AGREEMENT

THIS AGREEMENT entered into as of the 16 day of March, 2007 by and between the City of Bexley, Ohio, an Ohio municipal corporation (the "City"), and DKL Consulting LLC, an Ohio limited liability company of which Donna K. Laidlaw is the sole member (the "Consultant").

WHEREAS, the Council of the City of Bexley has established the Jeffrey Mansion Commission (the "Commission") to review the operation of Jeffrey Mansion and to make recommendations regarding its future; and

WHEREAS, the Commission has determined that it requires the services of a consultant to assist the Commission in performing its duties; and

WHEREAS, the Consultant through Donna K. Laidlaw has knowledge and experience relevant to the development of a plan for the future operation and financing of Jeffrey Mansion;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Consultant agree as follows:

1. The City hereby retains the Consultant as a consultant to the Commission, and the Consultant agrees to provide the services described in the proposal attached to this Agreement as Exhibit A and incorporated herein by this reference (the "Services") in an objective and impartial manner. The Services shall be provided by Donna K. Laidlaw. The Consultant shall furnish all personnel, equipment and material necessary to perform the Services and shall perform the Services in a timely manner as outlined in Exhibit A; provided, however, that the dates for deliverables may be changed by the Commission. The parties acknowledge that the Commission may request City Council to extend the term of its existence due to delays experienced to date.

2. For the Services, the Consultant shall receive a fee of \$40,000.00 payable in accordance with the schedule set forth in Exhibit A, as amended, from time to time, by the Commission. In addition, the Consultant shall be entitled to reimbursement of expenses up to \$1,000.00. Expenses in excess of \$100.00 shall be pre-approved by the Chair of the Commission.

During the term of this Agreement, the Consultant shall submit detailed invoices for payment in accordance with the foregoing schedule. Invoices shall be in a form requested by the City and shall include a brief progress report delineating the progress on each task of the Services.

3. The City shall make available for the use of the Consultant, at no cost, copies of all existing information reasonably requested by the Consultant and in the possession of the City that may be pertinent to the Services under this Agreement. The

City shall respond within a reasonable time to the Consultant's requests for information pertaining to the Services and shall give notice to the Consultant whenever the City becomes aware of any event, occurrence, condition or circumstance that may substantially affect the performance of the Services by the Consultant. The City shall publish all public notices for public meetings of the Commission in connection with the Services and shall provide facilities for and minutes of all such meetings.

4. The City may, at any time during the performance of the Services, request modification of this Agreement by a properly authorized written instrument. In the event that any such modification increases the scope of the Services, the compensation of the Consultant may be adjusted as mutually agreed by the City and the Consultant.

5. The City may terminate this Agreement or suspend or abandon, in whole or in part, the Services or the project contemplated by the Services, in which case the City shall only be obligated to pay the Consultant for the Services rendered through the date of such suspension or abandonment at an hourly rate of \$50.00. In the event this Agreement is terminated or the Services are suspended or abandoned by the City prior to the completion of the Services, the Consultant shall deliver to the City all reports and other documents that have been furnished to or prepared by her in the course of the Services, and all such materials shall be the sole property of the City pursuant to paragraph 10 of this Agreement.

6. The Consultant shall maintain books, records and other documents pertinent to the performance and billing of the Services in accordance with the accounting practices and policies of the City, and the City, or its designated representative, shall have access to such books, records and documents for the purpose of inspection, audit and copying upon reasonable notice.

7. The Consultant agrees to indemnify and hold harmless the City from any claims or liabilities asserted against the City and arising solely from the gross negligence of the Consultant. The Consultant shall not be liable for claims or liabilities arising out of the acts of omissions of other persons, including, without limitation, the Commission, City officials and other consultants.

8. The fee payable to the Consultant hereunder shall be allocated to the City and shall be subject to applicable City income taxes and shall be payable by quarterly estimated returns pursuant to provisions of the Bexley City Tax Code.

9. Notwithstanding any provision hereof, for all purposes of this Agreement, the Consultant shall be and act as an independent contractor and not as an employee, partner or agent of the City and shall not have the authority to bind nor attempt to bind the City to any contract.

10. Any and all reports prepared by the Consultant and delivered to the City as part of the Services shall be the sole property of the City to be used in such manner and

for such purpose as the City may choose, and the Consultant hereby assigns any and all of her right, title and interest therein to the City.


11. This Agreement shall be construed and performed in accordance with, and governed by, the laws of the State of Ohio.

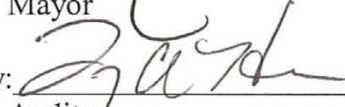
12. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected, but shall continue in full force and effect.

13. This Agreement may be altered or amended only in writing executed by the City and the Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

CITY OF BEXLEY, OHIO

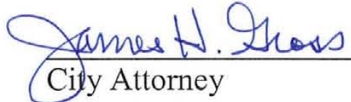
By: 
Mayor

By: 
Auditor

DKL CONSULTING LLC

By: 
Donna K. Laidlaw

Approved as to Form:


City Attorney

**Jeffrey Mansion Commission
Plan Development Proposal
February 2007**

Understanding

The Bexley City Council has created an eleven-member commission of Bexley residents chosen from, among others, members of Council, the Bexley Heritage Fund, the Bexley Parks and Recreation Board and the Bexley Historical Society. The Jeffrey Mansion Commission (Commission) is charged to:

1. Prepare a programmatic, operational and financial plan for the restoration of the Jeffrey Mansion as a multi-purpose community center.
2. Prepare and submit to Council a budget reflecting public and private funding for the realization of the Plan
3. Solicit and receive gifts in the name of the city to fund the Plan.
4. Select and retain applicable consultants to assist the Commission.
5. Submit the Plan to Council by the end of June 2007.

The Commission has determined the need for a Project Director for the above work. The following is a proposal for assisting the group to achieve their objectives in the time allotted.

Proposal

I would propose to direct the planning process through the following steps in collaboration with the Commission and/or its designated subcommittees in order to achieve the desired outcome:

- o Develop a vision and mission statement utilizing the various statements previously developed for the proposed project and the initial intent of the gift to the City by the Jeffreys.
- o Direct a process, utilizing the City's planning firm, MSI, to determine the conceptual plan for the Mansion and its ancillary acreage which best fits the defined vision.
 - Plan and direct a public forum for broader input.
 - Research community centers and public/private partnerships to identify best practices for creating such facilities and financing alternatives.(benchmarking)
- o Direct the refinement of the overall conceptual plan to a schematic plan from which rough financial estimates can be made.
 - Plan and direct a second public forum to confirm the refinements before any pricing.
 - Work with any restoration architect engaged by the City for issues of building changes/additions/restoration are considered in the conceptual plan.
- o Assist the designated Commission subcommittees in their work by:
 - Benchmarking similar community projects
 - Facilitating discussions to closure and action
 - Directing cross-fertilization of the committees to maximize efforts
 - Identifying necessary professional assistance by City engaged entities where needed (legal, IT, etc.)
- o Draft final report, including any planning and architectural plans, for review and approval of the Commission

Deliverables to the Jeffrey Mansion Commission

- o Vision and mission statements for the Jeffrey Mansion Commission
- o Conceptual plan for the Mansion and surrounding park lands including:
 - Schematic plans for grounds and Mansion
 - Preliminary pricing
 - Financing/organizational alternatives
- o Heightened community awareness and involvement through two public forums and other methods to be determined at a future time

Cost

The fee for the above work over a five-month period will be \$40,000. Fees will be billed as follows: \$2,000 (5%) to initiate the project and the remainder in four equal payments of \$9,500 as follows:

- April 27 - Deliverables
 - adoption of the Vision and Mission Statements
 - conduct first public forum and initial concept, (assumes a city contract with MSI for master planning Jeffrey Mansion properties)
 - benchmarking progress report
 - organizational and financial progress report
- May 25 - Deliverables
 - narrow to two or three concepts, (assumes a city contract with a restoration architect)
 - bench-marking final report
 - conduct second public forum
 - financial alternatives /organizational structures alternatives outlined
 - report on initial financial estimates (very broad brush at this point)
- June 22 - Deliverables
 - final concept in place
 - outline of graphics for draft report
 - organizational/financial concepts determined
- July 20 - Deliverables
 - draft plan completed for presentation to the Commission,

Creating a timetable for deliverables at this time is a "best guess" exercise and cannot be more specific until consultation with MSI and the restoration architect. It will also be essential for the Commission to meet and respond in a timely manner to accomplish the stated deliverables within the time allotted.

I will cover telephone, internet and utilities but I will look for reimbursement of the costs of paper, postage, printer cartridges, travel and other necessary expenses related to the project including those related to the public forums. Expenses over \$100 will be preapproved by the Chairman of the Jeffrey Mansion Commission. I will work out of my house and expect that public facilities will be available for meetings and public forums.

I look forward to working with the Commission, the City of Bexley and the residents of Bexley on this important project.

Submitted by:

**Donna K. Laidlaw
Consultant**