



**FINANCE COMMITTEE
TUESDAY SEPTEMBER 8, 2015**

COMMITTEE MEETING:

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

President: DOUG JOSEPH

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

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

COMMITTEES:

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

* * * * *

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

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

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

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Finance Committee – Committee Meeting – July 20, 2015
4. Discussion
 - a. Appointment to Planning Commission
 - b. Appointment to Design Review Board
 - c. Appropriation of Funds for Lieutenant Assessment
 - d. Request for the Approval of the Appropriation of Donated Funds from the General Fund
 - e. Approve Deposits of Public Funds
 - f. EMH&T Contract for 2016 and 2017
 - g. Baldwin Road OPWC Application Resolution

FINANCE COMMITTEE MONDAY JULY 20, 2015

COMMITTEE MEETING:

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

1. Call to Order

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

ABSENT:

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Finance Committee – Committee Meeting – July 6, 2015

Minutes stand approved.

4. Discussion

- a. An Ordinance Authorizing the Execution and Delivery of a First Amendment to the Lease Dated as of December 1, 2011 and a First Supplemental Trust Indenture in Connection with the \$9,000,000 Health Care Facilities Revenue Bonds, Series 2011 (Wesley Ridge Residence Corporation) Previously Issued by the City of Reynoldsburg, Ohio; Providing for and Authorizing Certain Other Matters Related to Health Care Facilities Revenue Bonds Issued or to be Issued for the Benefit of Wesley Ridge Corporation; and Declaring an Emergency.

Chairman Cotner: Mr. Harris.

Mr. Harris: I have with me, Glen Pratt, from Dinesmore and Scholl. They are the Bond Council for the Methodist Retirement Services which operates Wesley Ridge. I have to explain what this lease agreement is, so you know what you are working on. The Ohio Revised Code allows people who are building things such as hospitals and retirement communities, that are 501C-3's, to use the City's name and bond rating to issue Revenue Bonds. We show them on our financial statements, but they are listed as part of the Wesley Ridge debt, and we have no legal responsibility to pay any off this debt, and it is noted on there. They have our name, but are not our bonds. Since these are Revenue Bonds, they don't have the City's Full Faith and Credit attached to them, which they would under General Obligation Bonds. Revenue Bonds, have to have a revenue stream in order to ensure the bond holders they will get their money. Any questions so far? So, the way they do the

Minutes Acceptance: Minutes of Jul 20, 2015 7:30 PM (Approval of Minutes)

revenue, in this case, Wesley Ridge signed an agreement with the City, which has a formula in it and when they lease one of those properties down there, a percentage of that goes into a fund to pay the debt service. That's the revenue stream that is created. This has worked well for 15-18 years. What has happened to change this, the folks at Methodist Retirement Services are building a new facility in New Albany, and they have another group that is coming in to buy the debt, or the cost of building that facility. The people who are buying this, also own the bonds that they had with our name on them. They are giving them a better interest rate than what they currently have on those bonds. So, we have to change the master lease agreement with them because they don't need as much money to pay the debt service, as they did before, because the coupon rate has changed. Maybe you would be more familiar with this; if you have a house payment, and you refinance to a lower interest rate, your monthly payment decreases. Same thing here. Their interest rate is going down, so their payment is going down. We have to amend the lease agreement so we are not requiring them to put more money into the kitty than what they need to pay the bill. Any questions? We certainly appreciate Wesley Ridge being here. They have been good community members. They have a nice campus over there. They are great people to work with, and we enjoy having them here. And, we have certainly participated in everything that they have needed in the past. This is more administrative than anything else. They would like to have this passed next week. So, unless someone has a question, I would ask that you send this forward to be passed next week.

Chairman Cotner: Well if there are no questions for either of these gentlemen, I will make a motion that we send this to Council with recommendation for adoption.

Councilman Long: I second.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/27/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- b. Ordinance Authorizing Mayor to Enter into Contract for Huber Park Master Plan Phase 2, Appropriating Funds Therefore, and Declaring an Emergency.

Chairman Cotner: Any questions or discussions on this? Yes, Councilman Clemens.

Councilman Clemens: The projected fees went from four to three phases. The projected fees for phase two are eight to ten thousand, and for phase three, fifteen to twenty-five thousand. So, if you put those two together, that's thirty-five thousand, yet I see they are asking for \$56,700. Is there a reason there is such a difference.

Mayor McCloud: I will do the best I can to answer that. I don't have the previous documents with me. My recollection is that there were three to four phases that totaled, on the high end, about \$50,000. But there were more than two phases. I can resupply that documentation. I do not have it in front of me, but I do recall it was like eight to ten, fifteen to twenty. And, if they were on the higher end of the spectrum, it would be around \$50,000.

Councilman Clemens: That is different than what was brought to us. I am just curious as to what the difference is. If there is a difference that is fine. I am just curious as to why it is.

Mayor McCloud: It may be that once they did the first phase, they identified some issues that were unknown until after completion of that first phase.

Chairman Cotner: Mr. Mayor...

Mayor McCloud: It would be a detailed definition of all of the things that we could do, given the constraints of the flood way, the flood plain, the status of the current building, those kinds of things.

Chairman Cotner: If there are no other questions, I would like to make a motion that we sent this to Council next week with a recommendation for adoption as an emergency. A second by Councilman Barrett.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/27/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Scott A. Barrett, Ward I	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- c. Ordinance Authorizing the Mayor to Enter into an Agreement with Emh&T to Design and Bid the Livingston Avenue Improvement Project; Appropriating Funds Therefore; and Declaring an Emergency. (First Reading 7/13/2015 ~ Requests Passage as an Emergency at Second Reading.)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/27/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- d. Ordinance Authorizing the Mayor to Enter into an Agreement with Phoenix Distributors, for the Trade in of Current Weapons. (Second Reading 7/13/2015).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/27/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

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

DATE: September 8, 2015

TO: Dan Havener, DirectorDevelopment Department

CC:

RE: Appointment to Planning Commission; Keith Noble

Appointment to Planning Commission; Keith Noble

See attached materials.

Dan Havener

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

Talk this over Monday?

Eric Snowden

Planning Administrator – City of Reynoldsburg
(614) 322-6829
esnowden@ci.reynoldsburg.oh.us

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

Eric,

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

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

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

Respectfully,

Keith E. Noble

Cell: 614-619-6263
Email: dr.keithenoble@gmail.com

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

KEITH E. NOBLE, PH.D.

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

Objective

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

Experience

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

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

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

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

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

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

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

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

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

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

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

Assignments

Asia

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

Europe

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

Middle East

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

Sub-Saharan Africa

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

CLIENTS

Senior U.S. Officials

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

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

U.S. Government Agencies

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

Accomplishments

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

- Active Top Secret/SCI clearances

Professional Skills

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

Education

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

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

Presentations

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

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

Publications

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

Extracurricular Activities

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

(2010-2012)

News Articles

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

Affiliations

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

Community Service

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

Interests

- Leadership Styles and Behaviors

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

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

DATE: September 8, 2015

TO: Dan Havener, DirectorDevelopment Department

CC:

RE: Appointment to Design Review Board; Richard Carr

Appointment to Design Review Board; Richard Carr

See attached materials.

Dan Havener

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

Hi Dan,

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

Let me know if there is anything else you need.

Thank you for the opportunity.

Richard Carr

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

Sounds great. Thanks.

Dan Havener
Development Director
City of Reynoldsburg

7232 E. Main St.

Reynoldsburg, OH 43068

Office: (614) 322-6831

dhavener@ci.reynoldsburg.oh.us

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

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

Dan,

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

Thanks again for all the information,

Kerstin

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

Kerstin - Hope you had a great weekend!

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

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

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

Per City Charter:

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

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

Regards,

Dan

Dan Havener
Development Director
City of Reynoldsburg

7232 E. Main St.

Reynoldsburg, OH 43068

Office: (614) 322-6831

dhavener@ci.reynoldsburg.oh.us

From: Kerstin Carr [mailto:kerstin_carr@yahoo.com]

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

To: Dan Havener

Subject: Planning Commission seat

Hi Dan,

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

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

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

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

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

April 28, 2015

Dear Reynoldsburg Council Members:

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

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

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

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

Sincerely,
Richard Carr

614.218.7840
carr.s.richard@gmail.com

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

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

S. Richard Carr

8266 Priestley Dr., Reynoldsburg, OH 43068

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

WEBSITE MANAGER

Page 1

Profile

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

Synopsis of Achievements

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

Employment

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

2014 – Present

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

Requesteffect.com, Reynoldsburg, OH
Website Manager/Owner

2010– Present

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

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

WEBSITE MANAGER

Page 2

Employment

Brickman Facility Solutions, New Albany, OH
Area Manager

10/12-9/13

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

Buildipedia.com, Grandview Heights, OH
Web Consultant

9/11-11/11

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

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

1998 – 2010

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

Education

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

1996

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

Civil Service Department**Billie Reidel****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6934 Phone****ORDINANCE REQUEST**

DATE:	September 8, 2015
TO:	Finance Committee
RE:	Appropriation of Funds for Lieutenant Assessment

Emergency/Suspension: Emergency

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

Statement of necessity: Requesting supplemental appropriation of funds to conduct the assessment to promote a new lieutenant.

This is in regards to the lieutenant position that was approved by City Council in July of this year.

According to the OPBA contract the position requires an oral assessment be conducted by an accredited outside agency. The Commission is in the process of looking at two Ohio agencies and the average cost is \$6,000 for a one-day assessment and includes the facilitator and three assessors, their honorariums, travel, a pre-test site visit, preparation of the exercises to be used and administering the assessment process.

Therefore, the Commission requests supplemental appropriation of \$6,000.00 for 110.534.5339 Miscellaneous Contracts to cover the expenses of the assessment. If any Council member has questions, please get in touch with the Commission office at 322-6934. Thank you for your time and consideration.

Sincerely,

Robert M. Sanders, Chairman

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

DATE: **September 8, 2015****TO:** **Finance Committee****RE:** Request for the Approval of the Appropriation of Donated Funds from the
General Fund

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

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

TOTAL \$100.00

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

DATE: **September 8, 2015****TO:****RE:** Approve Deposits of Public Funds

Emergency/Suspension: Emergency

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

Request Council approve Ordinance for Deposits of Public Funds in accordance with ORC
Section 7.06 (b) (2)

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

DATE: **September 8, 2015****TO:****RE:** EMH&T Contract for 2016 and 2017

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



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

MEMORANDUM

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

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF REYNOLDSBURG

and

EMH&T, Inc.

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

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

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

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

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

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

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

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

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

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

1.03. Development Reimbursed Services

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

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

PART 2 – CITY’S RESPONSIBILITIES

2.01. CITY’s Responsibilities

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

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

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

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

3.02. Subcontracting/Assignments/Liability

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

3.03. Unresolved Findings for Recovery

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

3.04. Ethics and Drug Free Workplace

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

3.05. Ohio Elections Law

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

3.06. Taxes

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

3.07. Use of Documents

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

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

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

3.08. Authorized Project Representatives

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

3.09. Insurance

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

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

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

3.10. Nondiscrimination

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

3.11. Termination

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

3.12. Allocation of Risk

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

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

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

3.13. Entire Agreement; Waiver

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

3.14. Headings

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

3.15. Severability

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

3.16. Controlling Law

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

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

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

4.02. Direct Personnel Expense

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

4.03. Reimbursable Expenses

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

4.04. Payment of Invoices

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

4.05. Independent Consultant/Employment Taxes

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

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

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

City of Reynoldsburg, Ohio
General Engineering and Professional Services

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

City Of Reynoldsburg (CITY)

EMH&T, Inc. (CONSULTANT)

By: _____
Mayor

By: _____
Authorizing Agent

Name: Brad McCloud

Name: Sandra C. Doyle-Ahern

Date: _____

Date: _____

By: _____
Clerk of Council

Name: April Beggerow

Date: _____

Ordinance: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

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

City of Reynoldsburg, Ohio
General Engineering and Professional Services

EXHIBIT A
General Project Proposal Format

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

City of Reynoldsburg, Ohio
General Engineering and Professional Services

[Date]

[Name of Recipient]

[Title]

[Address]

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

Dear [Name of Recipient],

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

STUDY AND REPORT PHASE

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

DESIGN PHASE

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

CONSTRUCTION PHASE

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

ADDITIONAL SERVICES

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

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

ANTICIPATED HOURS/COMPENSATION

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

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

City of Reynoldsburg, Ohio
General Engineering and Professional Services

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

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

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

Exhibit B – Rate Schedule

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

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

* Indicates an increase in rate between 2016 and 2017

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

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

DATE: September 8, 2015
TO: Finance Committee
RE: Baldwin Road OPWC Application Resolution

Emergency/Suspension: Emergency

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

RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (Baldwin Road) AND DECLARING AN EMERGENCY.

Whereas, pursuant to Article VIII, Section 2K of the Ohio Constitution, the state of Ohio is authorized to issue bonds and other obligations of the state for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

Whereas, pursuant to Section 164.06 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

Whereas, the City of Reynoldsburg has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for capital infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg of the state of Ohio and Franklin, Licking, and Fairfield Counties that:

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

SECTION 1. The Mayor is hereby authorized to apply to the District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure project(s):

Baldwin Road Improvements

SECTION 2. The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance in conjunction with the recommendation of the City Engineer, and approved as to form by the City Attorney, in accordance with all authority granted to and limitations upon the City Auditor.

SECTION 3. That this resolution is declared to be an emergency measure necessary for the immediate preservation of the health and safety of the residents of the City of Reynoldsburg, and further that there is a submission deadline; wherefore, upon adoption by Council this resolution shall be in effect immediately upon the signature of the Mayor.



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

MEMORANDUM

Date: August 25, 2015
To: City Council
Re: Authorization to Apply for OPWC Grant for Baldwin Road Improvements

This item would authorize the City to apply for a grant from the Ohio Public Works Commission to complete an improvement project on Baldwin Road. In recent years, OPWC grants have allowed us to complete major projects on Brice Road (2014) and Livingston Avenue (construction in 2016).

The proposed project would include full road reconstruction on Baldwin Road from the Woodsedge Drive intersection to the Baldwin Road Junior High School property. Woodsedge Drive from Birchview Drive on the west to the cul-de-sac on the east side of Baldwin Road will also be reconstructed. These roads are in very poor condition and have been identified as a major need for the last few years. An exhibit of the proposed project area is attached. The proposal also includes new curbs, some new sidewalks, storm sewer improvements, and water line replacement.

The estimated cost of the project is \$1,999,027. The grant would cover \$1,499,270 and the remaining \$499,757 would be provided in the form of a 0% interest loan. If awarded, the construction would take place in 2017.

The application is due by September 14. For that reason, we are requesting passage as an emergency at the Special Council meeting on September 8. I will speak to this item at that meeting and please feel free to contact me if you have any questions in advance. Thank you.



PRELIMINARY OPINION OF PROBABLE PROJECT COST						
CITY OF REYNOLDSBURG						
2015 OPWC CANDIDATE PROJECT						
BALDWIN ROAD AND WOODSEdge DRIVE						
Reconstruct Road Pavement, Replace Curbs, Replace Water Main, Storm Sewer Modifications						
August 14, 2015						
Ref	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
Full Depth Road Construction						
1	201	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00
2	202*	Pipe Removed and Disposed	300	L.F.	\$12.00	\$3,600.00
3	202*	Manhole Removed	2	Ea.	\$300.00	\$600.00
4	202*	Catch Basin Removed and Disposed	2	Ea.	\$350.00	\$700.00
5	203	Roadway Excavation, Including Pavement Removal	3,250	C.Y.	\$26.00	\$84,500.00
6	203*	Excavation / Embankment	200	C.Y.	\$25.00	\$5,000.00
7	204*	Excavation of Unsuitable Subgrade	200	C.Y.	\$15.00	\$3,000.00
8	204*	Granular Embankment, No. 2 Limestone	200	C.Y.	\$50.00	\$10,000.00
9	204*	Geogrid	1,000	S.Y.	\$5.00	\$5,000.00
10	204	Geotextile Fabric, Type D	8,350	S.Y.	\$2.00	\$16,700.00
11	204	Subgrade Compaction	8,350	S.Y.	\$2.00	\$16,700.00
12	204*	Proof Rolling	5	Hr.	\$75.00	\$375.00
13	252	Driveway Pavement Replacement, Asphalt	75	S.Y.	\$65.00	\$4,875.00
14	259	Permenant Pavement Replacement	50	S.Y.	\$100.00	\$5,000.00
15	301	Bituminous Aggregate Base (T=5-in)	1,160	C.Y.	\$140.00	\$162,400.00
16	304	Aggregate Base (T=6-in)	1,400	C.Y.	\$50.00	\$70,000.00
17	407	Tack Coat (0.1 Gal/SY)	1,700	Gal.	\$3.50	\$5,950.00
18	448	Asphalt Concrete Intermediate Course, Type 2M (T=1.75-in)	410	C.Y.	\$165.00	\$67,650.00
19	448	Asphalt Concrete Surface Course, Type 1M (T=1.25-in)	290	C.Y.	\$170.00	\$49,300.00
20	452	6-in Non-Reinforced Concrete Pavement, Residential Driveway Approach	350	S.Y.	\$70.00	\$24,500.00
21	452	8-in Non-Reinforced Concrete Pavement, Commercial Driveway Approach	75	S.Y.	\$75.00	\$5,625.00
22	605	6-in Shallow Pipe Underdrain	5,900	L.F.	\$7.00	\$41,300.00
23	608	Curb Ramps and Sidewalks, Removed and Replaced	2,400	S.F.	\$9.00	\$21,600.00
24	609	Detectable Warning System	16	Ea.	\$250.00	\$4,000.00
25	609	Combination Curb and Gutter, Removed and Replaced (Continuous)	5,900	L.F.	\$25.00	\$147,500.00
26	616*	Water	15	M. Gal	\$25.00	\$375.00
27	616*	Calcium Chloride	1	Ton	\$400.00	\$400.00
28	630	Sign, Flat Sheet Type G	65	S.F.	\$20.00	\$1,300.00
29	630	Ground Mounted Support, No. 3	190	L.F.	\$12.00	\$2,280.00
30	637	4.0 Inch NPS Street Name Sign Support	2	Ea.	\$600.00	\$1,200.00
31	637	Street Name Sign	2	Ea.	\$350.00	\$700.00
32	644	Stop Line	60	L.F.	\$6.00	\$360.00
33	644	Crosswalk Line	420	L.F.	\$5.00	\$2,100.00
34	653	Topsoil Furnished and Placed	550	C.Y.	\$40.00	\$22,000.00
35	659	Seeding and Mulching	6,640	S.Y.	\$1.50	\$9,960.00
Full Depth Road Construction Subtotal =						\$801,550.00
Storm Sewer						
36	604	Curb and Gutter Inlet	12	Ea.	\$2,250.00	\$27,000.00
37	604	Storm Manhole	4	Ea.	\$2,000.00	\$8,000.00
38	604*	Existing Structure, Reconstructed to Grade with New Lid	6	Ea.	\$3,000.00	\$18,000.00
39	901	12-in Storm Sewer with Type 1 Bedding and 912 Backfill	1,200	L.F.	\$70.00	\$84,000.00
40	901*	15-in Storm Sewer with Type 1 Bedding and 912 Backfill	250	L.F.	\$85.00	\$21,250.00
41	901*	18-in Storm Sewer with Type 1 Bedding and 912 Backfill	250	L.F.	\$95.00	\$23,750.00
42	SPEC	Stormwater Quality Structure	1	Ea.	\$12,500.00	\$12,500.00
Storm Sewer Subtotal =						\$194,500.00
Water Lines						
43	801	6-Inch Water Pipe and Fittings with 912 Backfill	850	L.F.	\$75.00	\$63,750.00
44	802	6-in Valve and Appurtenances	12	Ea.	\$1,000.00	\$12,000.00
45	801	8-Inch Water Pipe and Fittings with 912 Backfill	2,450	L.F.	\$90.00	\$220,500.00
46	802	8-in Valve and Appurtenances	11	Ea.	\$1,250.00	\$13,750.00
47	807	Curb Box (L-6316)	37	Ea.	\$100.00	\$3,700.00
48	808	3/4-in Water Service Tap Transferred, Long	20	Ea.	\$1,300.00	\$26,000.00
49	808	3/4-in Water Service Tap Transferred, Short	20	Ea.	\$1,100.00	\$22,000.00
50	809	Fire Hydrant with Appurtenances	11	Ea.	\$3,250.00	\$35,750.00
Water Lines Subtotal =						\$397,450.00
General Items						
51	207	Erosion Control	1	L.S.	\$10,000.00	\$10,000.00
52	614	Maintaining Traffic	1	L.S.	\$75,000.00	\$75,000.00
53	623	Construction Layout Stakes	1	L.S.	\$15,000.00	\$15,000.00
54	624	Mobilization	1	L.S.	\$25,000.00	\$25,000.00
55	SPEC	OPWC Project Sign	2	Ea.	\$1,500.00	\$3,000.00
General Items Subtotal =						\$128,000.00
*DENOTES CONTINGENCY ITEM, AS DIRECTED BY THE ENGINEER					Construction Cost =	\$1,521,500.00
					Contingency (10%) =	\$152,150.00
					Right-of-Way/Land Acquisition =	\$0.00
SPEC - REFER TO PLAN NOTES, DETAILS & SUPP SPECS					Detailed Design, Bidding and Professional Services (10%) =	\$152,150.00
					Construction Management and Inspection (10%) =	\$152,150.00
					Probable Project Cost =	\$1,977,950.00
PROPOSED FUNDING						
					25% Loan =	\$494,487.50
					75% Grant =	\$1,483,462.50
					Loan Repayment/ Year (0% for 25-years) =	\$19,779.50
This estimate does not include the cost for work agreements that may be required by the City of Reynoldsburg. Unless specifically listed, this preliminary estimate does not include costs for right-of-way or easement acquisition, offsite utility extensions including gas, electric and telecommunication facilities, utility fees and /or capacity fees, site lighting, traffic signals, signal interconnect, offsite roadway and/or ditch improvements, tree removal and/or replacement, environmental remediation, rock excavation, unsuitable material, soil stabilization, or other conditions that may be realized based upon unknown or unforeseen soil conditions, landscaping or irrigation. Unit prices area based upon 2015 prices. Work performed beyond this time may need to be adjusted accordingly.						
					PREPARED BY:	RMA
					CHECKED BY:	Based on GIS Exh.
					CHECKED DATE:	08/14/16

Attachment: 2015 OPWC Prelim. Estimates (1146 : Baldwin Road OPWC Application Resolution)

