



**FINANCE COMMITTEE - BARTH COTNER
MONDAY JULY 24, 2017**

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

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

President: DOUG JOSEPH

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

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

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Clemens
Safety: Chmn Long, Cicak, Clemens, Spalding
Service: Chmn Luzader, Clemens, Spalding, Cicak
Finance: Chmn Cotner, Long, Luzader, 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 10, 2017
4. Discussion
 - a. ORDINANCE MAKING SUPPLEMENTAL APPROPRIATION FOR DEBT SERVICE PAYMENTS.
 - b. RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (Waggoner Road Improvements) AND DECLARING AN EMERGENCY.
 - c. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES; AND DECLARING AN EMERGENCY.
 - d. ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 77-17 PASSED May 8, 2017 AND DECLARING AN EMERGENCY.
 - e. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A CONTRACT WITH LIMBACH TO UPGRADE 1ST AND 2ND FLOOR VAV CONTROLS WITH NEW ALC DDC CONTROLS DECLARING IT AN EMERGENCY. (First Reading 7/10/2017).
 - f. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH CT CONSULTANTS/MOODY NOLAN FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER AND APPROPRIATING FUNDS AND DECLARING AN EMERGENCY. (First Reading 7/10/2017).

- g. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR DEPARTMENT AND DECLARING AN EMERGENCY. (First Reading 7/10/2017).
- h. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY. (Second Reading 7/10/2017).

5. Meeting Night Addition

- a. A RESOLUTION REAUTHORIZING AN AGREEMENT BETWEEN THE CITY OF REYNOLDSBURG AND THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO ON BEHALF OF THE CITY OF REYNOLDSBURG IN ORDER TO PARTICIPATE IN THE FRANKLIN COUNTY, OHIO DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS OF THAT PROGRAM AS STATED HEREIN.



**FINANCE COMMITTEE - BARTH COTNER
MONDAY JULY 10, 2017**

COMMITTEE MEETING: 7:49 PM

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

1. Call to Order

PRESENT: Cotner, Long, Luzader, Joseph

ABSENT: Skinner

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Finance Committee – Committee Meeting – June 26, 2017

Minutes stand approved.

4. Discussion

a. Ordinance Authorizing Mayor to Enter into a Contract with Limbach to Upgrade 1St and 2Nd Floor Vav Controls with New Alc Ddc Controls Declaring it an Emergency.

Mr. Sampson: This is an automatrix control that was installed in the early 90s and has crashed, it operates the city hall's HVAC. The plan is to upgrade and replace the controls. In 2016 we allocated money for 2017 to replace it.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

b. Ordinance Authorizing the Mayor to Enter into Contract with CT Consultants/Moody Nolan for Professional Architectural Design Services for the Reynoldsburg Community Center and Appropriating Money AND DECLARING AN EMERGENCY.

Mr. Sampson: This is the architectural engineering design for the Reynoldsburg Community Center. Key dates include a September 1st ground breaking at the site, demolition at the site will proceed this fall. A concept of the community center design will be available in October and the next step will be to hire a construction manager. I have legislation for the July 24th meeting for permission to advertise for that construction manager.

Minutes Acceptance: Minutes of Jul 10, 2017 7:45 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- c. Ordinance Appropriating Funds from Unappropriated General Fund to an Account in the City Auditor Department and Declaring an Emergency.

Mr. Harris: This is something I've been working on with Mr. Havener since the passage of the levy, we have not looked at the ordinances or sections of the code that govern our CIC or Economic Development in over 20 years. After some meetings with the folks at Squires, Demsey and Boggs, Mr. Daniels and Franzman who are our bond counsel, we would like to have some work done to update all of our policies on the CIC and have some guidelines for Mr. Havener for when he approaches people, what we can and cannot do as far as economic development. We're asking for \$20,000 for that particular purpose.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- d. Motion that the Council of the City of Reynoldsburg, Pursuant to the Investment Policy of the City of Reynoldsburg, Does Hereby Approve the Treasury Investment Board's Recent selection of Park National Bank and Wesbanco as Approved Vendors.

Mr. Harris: With the passage of the levy we will be having more money coming in on a monthly basis starting in August. Right now I've kept all the short term money in Star Ohio which is the state treasurer's asset reserve fund, however in order to stay within the policy guidelines of the TIB to not have more than 20% in any one, we have to have additional vendors to put the short time money into until it can be consumed or spent. We chose these because they have brick and mortar buildings in town and they've been here for awhile and they give us pay roll as well. This will go into short term money market funds that are 135 approved to spread it out.

Mr. Joseph: Who are the other vendors we currently use?

Mr. Harris: We've got about 6 or 7 vendors, some of which are people in town I've kept because they have a place here, we have \$100,000 in a cd or something like that. We have 5/3, Chase, Heartland Bank has our checking account, Merryl Lynch which is now Stiffel Nikolas, DA Davidson to buy securities, 5/3 to buy securities, Raymond James to buy securities and Credit Suisse to buy securities, mostly agency funds.

Mr. Joseph: The other question is why not consider changing, what is the rationale about leaving that alone?

Mr. Harris: The diversification is important, if you look back at 2009, if you weren't diversified you could have lost a lot of money being in one particular vendor with too much. So it's always a good idea to keep diversified so the treasury investment board which puts safety above everything else feels diversification is very important going forward and a good business practice.

Mr. Joseph: With the additional monies coming in, I'm assuming that all of it won't be going to these vendors but across the board they'll see an increase.

Mr. Harris: We'll keep a fair amount of money in Star Ohio because it is the easiest one to get money in and out of, you don't have to sell anything but I do have to spread it out a little bit. The other thing that made the Star Ohio account bigger was when we borrowed the money for the 2 projects for the water and stormwater, that was 2.6 million dollars and I had to put that in there too. So most of this is waiting for projects to pay and I'll have to put money in places other than Star Ohio.

RESULT:	REFERRED [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- e. Aan Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- f. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 190.01 AUTHORITY TO LEVY TAX; PURPOSE OF TAX of Chapter 190 INCOME TAX EFFECTIVE JANUARY 1, 2016; AND DECLARING AN EMERGENCY. (First Reading 6/26/2017).

Mr. Harris: Section 190.01 of the City Code authorizes me when the income tax money comes in to split it up between 3 different funds, the General Fund, the Debt Retirement Fund and the Capital Improvements Fund. With the passage of the tax levy, we'll be getting the first payment on that August 1. We need to change the percentages that it authorizes so we can split it up in a way that it makes sense for you to spend it and keep everybody's promises from what they promised with the tax levy. I've included a spreadsheet showing how the money will be distributed, there was no additional money put into the debt retirement fund because we haven't taken on any debt. That won't be taken on until Bill gets done with the community center in which time at that point debt will be issued and these percentages will have to be changed again to make sure there is money in there to pay the debt service.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- g. An Ordinance Providing for the Submission to the Electorate of the Amendment of Section 8.04 of the City of Reynoldsburg Charter and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- h. An Ordinance Providing for the Submission to the Electorate of the Amendment of Section 4.14 of the City of Reynoldsburg Charter and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- i. An Ordinance Providing for the Submission to the Electorate of the Amendment of Section 7.01 of the City of Reynoldsburg Charter and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- j. An Ordinance Providing for the Submission to the Electorate of the Amendment of Section 7.02 of the City of Reynoldsburg Charter and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- k. An Ordinance Providing for the Submission to the Electorate of the Amendment of Section 4.11 of the City of Reynoldsburg Charter and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- l. Resolution Authorizing the Mayor to Enter into a (No Cost) Lease Agreement with Taylor Square Owner, LLC., 250 Civic Center Dr., Suite 500, Columbus Oh 43215 and Declaring it an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- m. Ordinance Authorizing Mayor to Purchase Viper 911 and Related Equipment for the Reynoldsburg Police Department and Appropriating Funds Therefore and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- n. Ordinance Authorizing Mayor to Enter into an Intergovernmental Working Agreement with the City of Columbus. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- o. Ordinance Authorizing Mayor to Purchase Sierra Wireless Modems and Related Equipment for the Reynoldsburg Police Department and Appropriating Funds Therefore; and Declaring an Emergency. (First Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- p. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR PINE QUARRY BRIDGE REPLACEMENT AND APPROPRIATING FUNDS THEREFORE. (Second Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

- q. Resolution Adopting the Tax Budget of the City of Reynoldsburg Ohio, for the Fiscal Year Beginning January 1, 2018 and Declaring an Emergency. (Second Reading 6/26/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/10/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

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

DATE: July 24, 2017**TO: Finance Committee****RE: ORDINANCE MAKING SUPPLEMENTAL APPROPRIATION FOR
DEBT SERVICE PAYMENTS**

See Attached.

Richard E. Harris
City Auditor

7232 East Main Street
Reynoldsburg, Ohio 43068
Telephone (614) 322-6862
FAX (614) 322-6857

Memo

To: All Council Members
Mayor Brad McCloud
City Attorney Jed Hood

From: City Auditor Richard Harris

Date: July 11, 2017

Re: Additional Appropriations for 2017 Debt Service

Request Council Make the following Appropriations:

From the unappropriated Water CIP Account number 710.000.000.5621 the amount of \$165,905.00 be appropriated as follows \$145,000.00 to account number 710.991.5414 Principal and \$20,905.00 to account number 710.991.5424 Interest.

From the unappropriated Storm Water Fund (740) appropriate \$120,331.00 as follows, \$105,000.00 to account number 740.991.5414 Principal and \$15,331.00 to account number 740.991.5424 Interest.

From the unappropriated Taylor Square TIF Fund (970) \$40,000.00 to account number 970.000.0002.5527 Distributions.

From the unappropriated Brice Road TIF Fund (971) \$30,000.00 to account number 971.000.5527 Distributions.

The first two will be needed to pay debt service on The Bonds Issued in March. The second two are needed to pay schools for increase in taxes received.

Attachment: 2017 Appropriations for debt service (1838 : Additional Appropriation for 2017 Debt Service)

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

DATE: July 24, 2017**TO: Finance Committee****RE: RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (Waggoner Road Improvements) AND DECLARING AN EMERGENCY. (First Reading 7/24/2017~ Requesting Emergency Adoption at Second Read).**

Emergency/Suspension: Emergency

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

Statement of necessity: This item needs to pass as an emergency to keep us on track to satisfy the OPWC application timeline.

RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR THE FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (Waggoner 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

Service Department

Bill Sampson

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6884 Phone

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:

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):

Waggoner 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.

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

DATE: **July 24, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR
INFORMATION TECHNOLOGY SERVICES; AND DECLARING AN
EMERGENCY.

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

Authorizing the Mayor to enter into an agreement with Kirch Group Technologies for support staff for the Computer Department.

OFFICE OF HUMAN RESOURCES

Sandra Boller

7232 EAST MAIN STREET

REYNOLDSBURG, OHIO 43068

(614) 322-6868 phone

(614) 322-6875 fax



MEMORANDUM

DATE: July 18, 2017

TO: Brad McCloud, Mayor

RE: Contract services for Network Administrator

As you are aware Roger Morse, Network Administrator has turned in his notice to retire effective October 31, 2017. This will leave us with no internal staff within our Computer Department.

Rather than hiring another individual, it would be more cost effective to enter into an agreement with Kirch Group Technologies (KGT) for them to supply us with an on-site Network Administrator. This individual will be an employee of KGT, but assigned to the City of Reynoldsburg and will work from 8:00 a.m. – 5:00 p.m. on Monday, Tuesday, Wednesday and Friday along with any after hour services that fall into the scope of the Network Administrator position. For this service the annual contract will be \$72,000. However, with this portion of the contract taking affect August 1, 2017 we would pay \$30,000 for the remainder of the year.

Currently we our Network Administrator's salary and benefits cost approximately \$98,779.61 in addition to paid time off such as sick, holiday and vacation time. This is a savings of over \$27,000 per year.

Please let me know if further clarification is needed.

Attachment: Network Admin Contract (1834 : Contract for IT Support Services)

Contract Version 2.3.1_REY (2017)

Kirch Group Technology, LLC **Service Agreement Contract**

Attachment: Network Admin Contract (1834 : Contract for IT Support Services)

Submitted to:

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



Kirch Group Technology, LLC - Service Contract

This **Kirch Group Technology Service Agreement** (the "Agreement") is made and entered into as of the last date appearing at the foot of this Agreement by and between Kirch Group Technology, LLC, an Ohio limited liability company ("KGT") and the client whose name appears at the foot of this Agreement (the "Client").

Statement of Agreement:

1. **Agreement Basics.** Pursuant to this Agreement, and subject to the terms, conditions and limitations contained in this Agreement, KGT shall provide general Information Technology (IT) management in support of your business and its Covered Hardware (defined on **Exhibit 1A**) and Covered Software (defined on **Exhibit 1B**) (Covered Hardware and Covered Software are collectively, the "Covered Items").
2. **Overview.** KGT's uniquely configured support framework for Covered Items provides a range of services, as selected in this Agreement, designed to keep your computer and network systems functioning. Such services, as selected by Client, pertaining to Covered Items include are disclosed on **Exhibit 2**.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT.
4. **Getting Started.** Once the Documentation is delivered or provided to KGT, a KGT technician (a "Tech") shall perform a series of preliminary studies and recommendations. A quotation may be provided to the client with a list of list of hardware and/or software and/or labor required to get client to a state in which KGT will accept client into this agreement. Failure to accept and pay in full for this will result in the immediate cancelation of this agreement as client does not qualify for this arrangement.
5. **Services.** The services provided to the Client under this Agreement are specifically set forth on the Contract Service Schedule as disclosed on **Exhibit 5**.
6. **Services Limitations.** Due to the nature of technology, KGT makes no representation regarding its ability to solve every IT/network problem Client encounters, but KGT does represent that the Tech shall be provided to Client as provided in this Agreement. Details of service limitations are included on **Exhibit 6**.
7. **Deliverables.** Working with Client's designated contact person (in some special cases, persons), KGT (acting through its Tech) shall address, as provided in this Agreement, any issues and/or problems concerning Client's current IT environment as it pertains to Covered Items.
8. **Client Obligations.** For KGT to provide the type of service that our Clients deserve and uphold its obligations under this Agreement, Client must strictly observe and where appropriate perform the obligations disclosed on **Exhibit 8**.
9. **Term and Termination.** The Term of this Agreement shall commence on the effective date as defined in this Agreement and is effective for the remainder of the calendar year. This period is also referred to as the "Term." This Agreement may be terminated by KGT prior to the Agreement End Date upon Client's failure to perform any of its obligations defined in § 8 or on Exhibit 8-Attached, including, but not limited to failure to discharge Client's financial obligations under this Agreement with fifteen (15) days of Client's receipt of a written notice of default. Additional reasons for termination of this agreement are described on **Exhibit 9**.
10. **Fees and Payments.** Client's fees for services provided in the Contract Service Schedule appear on the Contract Price Schedule disclosed on **Exhibit 10**. Beginning on the Effective Date, Client shall be billed according to the below-stated payment schedule set forth on the Contract Price Schedule, in advance for applicable fees. Any amount due to KGT under this Agreement, whether under the Contract Price Schedule or billing for additional services shall be payable in full upon receipt of an invoice, without withholding, deduction or offset of any amounts for any purpose. ~~Any amount not paid within thirty (30) days of the invoice's date shall be subject to an interest charge of eighteen percent (18%) per annum.~~ Any KGT billing not disputed by Client both in writing and in good faith, within thirty (30) days of Client's receipt of an invoice is deemed approved and accepted by Client. The Contract Price Schedule only covers items on the Contract

Service Schedule. The Contract Service Schedule work is performed during normal business hours of 8:00am-5:00pm EST, Monday – Friday. Please see website for list of Holidays and dates KGT office is closed. If Client needs an issue addressed outside the normal business hours, such services (whether or not such service is on the Contract Service Schedule) shall be billed at KGT's then effective "After-Hours Rate", unless KGT agrees to a different rate in writing prior to such services being performed. After-Hours Rates are defined on the KGT website and are subject to change at any time.

11. **Non-interference.** Client shall not hire, interview, solicit for hire or aid any third party in hiring any KGT employee, consultant, technician or agent during the Term and for a period of one (1) year after this Agreement has been terminated, or later if KGT's completion of any services for Client's benefit extends beyond the termination date.
12. **Entire Agreement.** This Agreement along with all attached Exhibits constitute one and only one agreement regarding this Agreement's subject matter. This Agreement may not be amended, altered or modified in any manner, except as specifically provided herein, unless it is done so in a written instrument signed by both the Client and KGT; provided, that, one of such instrument's terms reflects one its purpose is to amend this Agreement.
13. **Notices.** Any notice required or permitted under this Agreement must be in writing and except for the ARTS site and/or voice mail provided for in § 6 (and **Exhibit 6**) and sent to the party at the address appearing on **Exhibit 13**. Such notice(s) shall be deemed received on (a) the date it is posted in the U.S. Mail systems, properly addressed, bearing adequate postage with a return receipt appended, (b) when delivered to an overnight delivery service, if properly addressed (for this purpose only Federal Express and UPS are acceptable), or (c) when sent by email to the party's email address set forth at the foot of this Agreement; provided, that an electronic receipt for such email is received by the sender.
14. **Full-Time Technician.** KGT will provide a technician to Client. This technician will operate under the guidelines as described in **Exhibit 14**.

IN WITNESS WHEREOF, KGT and Client have executed this Agreement as of the date appearing next to their signature and each of KGT and Client represent to the other party that the person executing this Agreement on this behalf is fully authorized to bind the party for which it is so executing.

Contract Effective Date: 8/1/2017 – 12/31/2017

CLIENT:

City of Reynoldsburg

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By: _____

John Stickel, Managing Member

Date: _____

Exhibit 1A:**“Covered Hardware:”****Client Name: City of Reynoldsburg (Contract Year: 2017)**

PCs

PC Name	Service Tag	Purchase Date	Warranty Expires	Miscellaneous
C101				C00356
C102				C00354
C103				
C104				C00358
C105				C00351
C106				C00345
C107				C00359
C108				C00355
C109				C00348
C110				C00357
C111				C00349
C112				C00353
C113				C00350
C114				C00346
C115				C00360
LENOVO-PC	(LENOVO)S1007QXH			
PDF-PROP2	(LENOVO)MJVCZFA			C00218
PROPERTY1	(DELL)D2H8Z91			
RECPT-RPD12	(DELL)J4H9DF1			C00170
REY-5	(HP)MXL10202YQ			
REY-7B	(HP)2UA05025JL			C00054
REY-AT2	(LENOVO)MJLMMFY			C00001
REY-AT3	(LENOVO)MJ03RLBC			C00383
REY-AT4	(DELL)61ZBNY1			C00303
REY-AU2-32B	(HP)2UA1331V4P			
REY-AU3-32B	(HP)2UA1380XW5			C00056
REY-AUD4	(LENOVO)MJ03RLBA			C00384
REY-AUD-COUNTER	(LENOVO)MJ02VDXF			
REY-BLD1	(LENOVO)MJPGXWR			
REY-BLD2	(LENOVO)MJPGXWT			C00209
REY-BLD3	(LENOVO)MJVCXXT			C00260
REY-BLD-COUNTER	(LENOVO)MJYXAMB			C00261
REY-CL10	(LENOVO)MJ03UYQL			
REY-CL2	(HP)2UA03512TC			C00107
REY-CL5	(LENOVO)MG00J9GL			C00374
REY-CL6	(LENOVO)MJ03RLBB			C00376
REY-CL7	(LENOVO)MG00J9KA			C00377
REY-CL8	(LENOVO)MG00J9H0			C00378
REY-CL9	(LENOVO)MJ03UYNV			C00381
REY-COUNCIL	(LENOVO)MG00J9G1			C00372
REY-COUNCIL1	(DELL)6YRDNY1			C00277
REY-COUNCIL2	(DELL)79SDNY1			C00278
REY-DEV1	(LENOVO)MG00J9KC			C00371
REY-DEV2	(HP)MXL2033SQL			C00009
REY-ENF1	(LENOVO)MJPGXXD			

Attachment: Network Admin Contract (1834 : Contract for IT Support Services)

REY-ENF2	(LENOVO)MJPGXVT			
REY-IT1B	(LENOVO)MJTPECM			
REY-IT2	(LENOVO)MJTBLCN			
REY-IT3	(LENOVO)MG00J9GU			
REY-KIOSK	(DELL)91T1KZ1			C00320
REY-MAINT1	(HP)MXL2232NHP			C00241
REY-MAINT2	(LENOVO)MJYWFAF			
REY-PR1	(HP)2UA14516NS			C00010
REY-PR2	(HP)2UA14516NK			C00087
REY-PR3	(DELL)D67SDK1			C00083
REY-PR4	(DELL)6BLVDG1			C00084
REY-PR5	(LENOVO)MJPGXPY			C00205
REY-PR6	(LENOVO)MJPGXPN			
REY-PR8	(DELL)JBZBNY1			
REY-PR9	(LENOVO)MJ03RLB4			C00379
REY-SC1	(DELL)HVD0L02			
REY-SC2	(DELL)5F7DDZ1			
REY-SCHOOLCAMS	(DELL)F8T5M02			
REY-ST4	(LENOVO)MJVCZET			C00217
REY-ST5	(LENOVO)MJ0135AC			C00330
REY-ST6	(LENOVO)MG00J9H6			C00373
REY-ST7	(LENOVO)MG00J9KQ			C00391
REY-ST-GARAGE	(HP)2UA1380XV5			C00092
REY-ST-MECHANIC	(LENOVO)MJ03RLB5			C00380
REY-SVC1	(DELL)2ZS1KZ1			C00316
REY-SVC2	(DELL)HTY0L02			C00319
REY-W1	(HP)2UA03512T2			C00014
REY-W11	(LENOVO)MJ00KYGL			
REY-W12	(LENOVO)MJ03RLB9			C00387
REY-W2	(HP)2UA03512SY			C00005
REY-W3B	(HP)2UA0470J13			
REY-W4	(LENOVO)MJLMMNH			C00002
REY-W5	(LENOVO)MJPGXRY			C00206
REY-W6	(LENOVO)MJTRPEX			
REY-W7	(LENOVO)MJVCXZP			
REY-W8	(LENOVO)MJVDLDB			C00252
REY-W9	(DELL)35H9DF1			C00166
REY-W-COUNTER	(LENOVO)MJ02VDXJ			
RPD-AUD2	(DELL)HV33L02			
RPD-CENTURY	(DELL)B8G8NY1			C00275
RPD-CHF	(LENOVO)MJ16WNP			C00309
RPD-CHFADMIN	(LENOVO)MJ16WPG			
RPD-CL-COUNTER	(DELL)J4HJN31			C00280
RPD-CLERK1	(LENOVO)MJ01GPUS			
RPD-CLERK2	(DELL)H1X9N02			C00324
RPD-CLERK3	(LENOVO)MJ0135AD			
RPD-CLERK4	(DELL)G4Z9N02			C00323
RPD-CRO	(LENOVO)MJ01UPYH			
RPD-CR-SRGT	(LENOVO)MJ032EUJ			
RPD-CVLSVC	(LENOVO)MJ16WPC			C00325
RPD-DARE	(LENOVO)MJ01LPZW			
RPD-DET1	(LENOVO)MJVCXYT			C00132

RPD-DET2	(LENOVO)MJ15AEN			C00305
RPD-DET3	(LENOVO)MJ16WNR			
RPD-DET4	(LENOVO)MJ15AFZ			
RPD-DET5	(DELL)4KYYKS1			C000003
RPD-DET6	(LENOVO)MJ0353F			C00272
RPD-DET7	(LENOVO)MJ15AEP			
RPD-DET8	(DELL)H84MTJ1			
RPD-DET-AUDIOLG	(DELL)1JWHPH1			
RPD-DET-SEC	(LENOVO)MJ16WPK			C00328
RPD-DETSRGT	(LENOVO)MJVDLDN			C00230
RPD-INT1	(DELL)5HCSND1			C00004
RPD-INVIZE	(LENOVO)MJ32273			
RPD-INVIZE	(LENOVO)MJ32273			
RPD-JAIL	(LENOVO)MJ01GPUT			
RPD-LIAISON1	(LENOVO)MJ013920			
RPD-LIAISON2	(LENOVO)MJ01GPUR			C00332
RPD-MOTOR	(LENOVO)MJ01LPZV			
RPD-MUGSHOT	(LENOVO)MJ014AKE			
RPD-OPS1	(LENOVO)MJ74M46			C00276
RPD-PROP1	(DELL)5F9CDZ1			C00311
RPD-ROLLCALL	(LENOVO)MJTETPR			C00117
RPD-RPT1	(LENOVO)MJTPKWT			
RPD-RPT2	(LENOVO)MJTPKWD			C00214
RPD-RPT3	(LENOVO)MJTPKWB			
RPD-RPT4	(LENOVO)MJTPKVZ			C00215
RPD-SEC2	(LENOVO)MJ01GPUQ			C00339
RPD-SGT-AUDIOLG	(DELL)1S76PB1			C00185
RPD-SPTSRGT	(LENOVO)MJ183LG			C00254
RPD-SRGT1	(LENOVO)MJ429W9			
RPD-SRGT2	(LENOVO)MJ2114H			
RPD-SRGT3	(LENOVO)MJ09TB2			C00301
RPD-SRGT4	(LENOVO)MGH3829			
RPD-SRO	(LENOVO)MJ032EUZ			C00366
RPD-STATION1	(LENOVO)MJ0327MT			C00362
RPD-STATION2	(LENOVO)MJ0327MX			C00363
RPD-STATION3	(LENOVO)MJ0327N7			C00361
STREETSIGNSHOP	(DELL)4ZGSJG1			C00095

Laptops

Lap Name	Service Tag	Purchase Date	Warranty Expires	Miscellaneous
C116	(LENOVO)PF0AFB7L			
CLPT03	(MATSUSHITA)8IKYB88017			
CLPT16	(MATSUSHITA)6HKYA62031			
CLPT19	(MATSUSHITA)8HKYB76208			
CLPT30	(MATSUCHITA)4HKSA51047			
REY-MECH-CF19	(PANASONIC)3CKYB16204			
REY-WL1	(HP)5CB1364MDP			
RPD-CVLSVC-LT	(LENOVO)MP05X25K			
RPD-OPS-LT	(LENOVO)MJPGXTD			C00212
RPD-PROP3-LT	(DELL)HY38MF1			
RPD-SR02	(LENOVO)PF0HYNZS			

RPD-TRAINING	(LENOVO)MP06FGH3			
SROLT1	(LENOVO)PF0HYJWW			C00386
SROLT2	(LENOVO)PF0HYNZS			C00385
SURFACEIT1	(MICROSOFT)061302250453			
SURFACEIT1	(MICROSOFT)046727250253			

PC (Virtual)

Virtual PC Name	Miscellaneous	Last Updated
REY-VW3		11/23/2016

Domain Controller (Phys or Virt)

DC Name	Service Tag	Purchase Date	Warranty Expires	Miscellaneous
REY-S1	Virtual			

Additional Server (Virtual)

Virtual SVR Name	Miscellaneous
REY-7B	
NWS-ESUITE	
RPD-TS1	
NWS-DB	
INTRANET	
REY-S3	
REY-S2	
911SERVER	
CHDSERVER	
RPD-SERVER01	
REY-S4	
MDSERVER - Old RPD DC	

Additional Server (Physical)

Physical Server	Service Tag	Purchase Date	Warranty Expires	Miscellaneous
AUDIOLOG_111				

Management Server (Physical)

Management Servers	Service Tag	Purchase Date	Warranty Expires	Miscellaneous
REY-MGMTSVR				

Hardware Appliance (Barracuda, etc.)

Appliance	Serial Number	Miscellaneous
Barracuda Spam Firewall 300	BAR-SF-843542	
Barracuda Web Filter Rey PD	BAR-YF-843015	
Barracuda Web Filter Rey City	BAR-YF-843012	

SAN Storage

SAN Storage	Service Tag	Purchase Date	Warranty Expires	Miscellaneous
(HP)				

Nas or External Server Storage

Item	Serial Number	Miscellaneous
REY-BU002	NL32V6TD	IT Office
External Storage Drive Toshiba	5X00P0XE	3TB - IT Office
External Storage Drive W.D.	WU2T11000154	IT Office
External Storage Drive	NAS10084	2TB -REY 207A
External Storage Drive	95831020704982	Buffalo Inc -Street Dept
External Storage Drive		WTRPRK-NAS -Water Dept
Virtual System Storage		1TB - IT Office

Firebox Edge or Similar Router / Firewall

Item	Serial Number	Miscellaneous
Cisco 800 Series		Park and Water Dept
Cisco 3825	FTX1211A229	Network Rack
Cisco Pix 501		Server Room
WatchGuard M200		Server Room
Cisco 881-W		Road Dept

Switch (Non-Managed Mode)

Item	Serial Number	Miscellaneous
IT Office	21513955001BD	Netgear 8 Port
IT Office	2N2132350627E	Netgear 5 Port
RPD-INT1		Netgear 5 Port
RPD-CR-SRGT		Netgear 5 Port
RPD-SPTSRGT		Netgear 5 Port
RPD-STATION3		Netgear 5 Port
REY-MAINT3		Linksys 8 Port
Detective Area		Linksys EF3124 24 Port
Detective Conference		3COM 5 Port Switch
Network Rack	2151185B015E0	Netgear 8 Port
REY-BLD2		Netgear 5 Port
REY-AUD2		Netgear 5 Port
REY-REYS		Netgear 5 Port
REY-W8		Lexmark E240
REY-AUD2-32B		Cisco Linksys 5 Port
REY-7B		Intellinet 5 Port
REY-ST4		Netgear 5 Port
REY-ST-GARAGE		Trendnet 8 Port POE
REY-ST-MECHANIC		Trendnet 5 Port
REY-SC-UTILITY		EdgeSwitch 16
REY-SC-UTILITY		Cisco ASA5505
Park Dept		Trendnet POE TPE-S44
IT Office		Startech DS51002

Switch (Using Managed Features)

Item	Serial Number	Miscellaneous
JUNIPER SSG5	(JUNIPER)	Network Rack
Netgear ProSafe GS724TPS	23P40C3D000CC	Network Rack

Netgear ProSafe GS724TPS	23P40C36000D3	Network Rack
Netgear GS748TPS	23R4093R000B4	Network Rack
Netgear GS748TPS	23R40A3J00053	Network Rack
Netgear GS748TPS		REY-207A Rack
HP Procurve 2524		REY-207A Rack
Dell PowerConnect 3524P		Street Dept
Netgear ProSafe GS110TP		REY-SC-UTILITY
Dell PowerConnect 3524P	C3V17M1	Park and Water Dept

KVM

Item	Serial Number	Miscellaneous
IT Office		Trendnet TK-407K
RPD-SPTSRGT		Belkin
RPD-CVLSVC-LT		HP
RPD-DET-AUDIOLG		Belkin
Server Room		StarTech

Server UPS

Item	Serial Number	Battery Replaced	Miscellaneous
Server Room			APC 2200 SmartUPS
Server Room			Liebert GXT3 10kVA

PC UPS

Item	Serial Number	Battery Replaced	Miscellaneous
PC-UPS			REY-SC1
PC-UPS		12/8/2016	SC Display
PC-UPS			Road Dept APC
PC-UPS			Road Dept Belkin
PC-UPS			REY-SC2
PC-UPS			REY-BLD-COUNTER
PC-UPS			REY-BLD2
PC-UPS			REY-BLD3
PC-UPS			REY-ENF2
PC-UPS		5/1/2015	IT Office
PC-UPS		9/4/2013	IT Office
PC-UPS			REY-DEV1
PC-UPS			REY-BLD1
PC-UPS			REY-AUD2
PC-UPS			REY-S
PC-UPS			REY-S1
PC-UPS			REY-W-COUNTER
PC-UPS			REY-W9
PC-UPS			REY-W8
PC-UPS		8/15/2016	REY-W3B
PC-UPS			REY-W6
PC-UPS			REY-W11
PC-UPS			REY-AU3-32B
PC-UPS			REY-AU2-32B
PC-UPS			REY-7B
PC-UPS			REY-KIOSK

PC-UPS			REY-SVC2
PC-UPS			REY-PR1
PC-UPS			REY-PR5
PC-UPS			REY-PR6
PC-UPS			REY-PR8
PC-UPS			REY-AT3
PC-UPS		11/18/2014	REY-W1
PC-UPS		11/18/2014	REY-AT4
PC-UPS			REY-W2
PC-UPS			REY-MAYOR
PC-UPS			REY-207A
PC-UPS			REY-PR9
PC-UPS			REY-DEV2
PC-UPS			REY-ST4
PC-UPS			REY-ST6
PC-UPS			REY-ST7
PC-UPS			REY-ST5
PC-UPS			REY-ST-GARAGE
PC-UPS			REY-ST-MECHANIC
PC-UPS			REY-SC-UTILITY
PC-UPS		8/1/2012	IT Office
PC-UPS			RPD-INT1
PC-UPS			RPD-CR-SRGT
PC-UPS			RPD-MOTOR
PC-UPS		12/8/2015	RPD-SRO
PC-UPS			RPD-DARE
PC-UPS			RPD-CRO
PC-UPS		10/1/2014	RPD-CLERK2
PC-UPS			RPD-CLERK1
PC-UPS		11/1/2014	RPD-CLERK4
PC-UPS			RPD-CLERK3
PC-UPS		12/1/2016	RPD-SPTSRTGT
PC-UPS			RPD-STATION1
PC-UPS			RPD-OPS
PC-UPS			RPD-OPS1
PC-UPS			RPD-CHFADMIN
PC-UPS			RPD-CHF
PC-UPS			RPD-BUREA
PC-UPS		6/1/2016	RPD-DET1
PC-UPS		11/1/2013	RPD-DET3
PC-UPS		11/1/2014	RPD-DET8
PC-UPS		6/1/2012	RPD-DET4
PC-UPS			RPD-JAIL
PC-UPS		6/1/2012	RPD-LEADS3
PC-UPS			RPD-RANGE
PC-UPS		9/19/2014	REY-MAINT3
PC-UPS		12/1/2016	RPD-DET5
PC-UPS			RPD-SEC2
PC-UPS			RPD-CVLSVC-LT
PC-UPS			RPD-CVLSVC
PC-UPS		10/1/2014	Kustom Burner
PC-UPS		6/1/2012	RPD-DETSRGT

PC-UPS			RPD-MUGSHOT
PC-UPS		6/1/2012	RPD-DET2
PC-UPS			RPD-DET2
PC-UPS		6/1/2012	RPD-DET6
PC-UPS		6/1/2012	RPD-DET7
PC-UPS			RPD-SRGT2
PC-UPS			RPD-SRGT4
PC-UPS		9/1/2014	RPD-RPT1
PC-UPS			RPD-RPT4
PC-UPS		10/1/2015	RPD-SRGT1
PC-UPS			RPD-SRGT3
PC-UPS			Water Dept
PC-UPS			REY-WL1
PC-UPS			REY-W12
PC-UPS			REY-PR2
PC-UPS			REY-PR4
PC-UPS			REY-PR3

Local Printer

Item	Serial Number	Miscellaneous
HP LJ P2015		IT Office
HP F4280		RPD-RANGE
HP Office Jet 4630		RPD-SEC2
HP Office Jet 8600 Plus		RPD-CVLSVC-LT
HP LJ Pro 400 MFP		RPD-DET-AUDILG
Brother HL-3170CDW		Lie Detector Room
HP Envy 4500		RPD-MUGSHOT
Canon Imageclass MF8580CDW		SC Display
Brother MFC-J615W		REY-SC1
Brother HL-4150CDN		REY-DEV1
HP Officejet Pro 8620		REY-W3B
EPSON M146A		REY-W11
HP LJ Pro 400 M451dn		REY-KIOSK
HP Color LJ CM1312nfi MFP		REY-SVC1
HP LJ 5200		REY-SVC2
HP Photosmart C5180		REY-PR5
HP LJ 1160		REY-AT2
HP LJ P2055dn		REY-AT3
Dell B1260dn		REY-W1
Zebra Badge Printer ZXP Series 3		RPD-SPTSRGT
HP PHOTOSMART C5240		RPD-LEADS3
Dell B1260dn		REY-PR2
Brother MFC-7360N		REY-AT4
Lexmark M5810dn		REY-AT4
Brother HL-5370DW		REY-MAYOR
EPSON WF-3540		REY-ST6
EPSON WF-3620		REY-ST7
EPSON WF-3540		REY-ST5
Canon MP490		STREETSIGNSHOP
Mimaki CG-130FXII		STREETSIGNSHOP
EPSON WF-3620		REY-ST-MECHANIC

Network Printer, Multi, or Plotter

Item	Serial Number	Miscellaneous
Brother HL-6180DW		RPD-CR-SRGT
Brother MFC-L2740DW		Call Center
Canon ImageRunner C2225		Building Dept
EPSON TM-4675		REY-AUD5
Lanier MP 2553		REY-AUD2
Lexmark MS810dn		REY-AUD2
HP LJ Pro 400 m451dn		AUD Break Room
Lexmark T652n		AUD Break Room
EPSON M146A		REY-S1
EPSON M146A		REY-W-COUNTER
Lexmark T420		REY-W6
Lexmark T652n		REY-AU3-32B
HP Officejet Pro 8600 Plus		REY-7B
Brother HL-4150CDN		REY-ST4
Canon ImageRunner C3325i		Water Dept
HP Color LJ Pro M252dn		Park Dept
Canon iR-ADV C7260		MailRoom
Canon iR-ADV 42254235		Council
Lanier MP 2554		Court Clerk
Canon iR-ADV C7260		Police Admin
Canon iR-ADV 4045		Police Clerk
Canon iR-ADV C5540		Detective Area
Canon iR-ADV 4235		Report Writing

Local Scanner

Item	Serial Number	Miscellaneous
Fujitsu fi-4120C2		RPD-CLERK4
EPSON DS-510		RPD-INT1
EPSON DS-510		RPD-CLERK1
EPSON DS-510		RPD-STATION3
Canoscan LiDE 70		RPD-STATION3
HP OfficeJet 4500		RPD-CHFADMIN
EPSON XP-410		DET. CONFERENCE
EPSON DS-510		RPD-RPT1
Check Scanner		REY-AUD5
Check Scanner		REY-W11
Neat Scanner		REY-SVC1

Exhibit 1B:**“Covered Software:”**

Client Operating Systems (OS):

- Microsoft Windows XP (Home and Professional)
 - o Additional charges will be applied if KGT is required to support this operating system.
- Microsoft Windows Vista (Home, Business, Enterprise, Ultimate)
- Microsoft Windows 7 (Home, Professional, Enterprise, Ultimate)
- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)
- Microsoft Windows 10 (Home, Pro, Enterprise)

Server Operating Systems (OS):

- Microsoft Windows Server 2003 (all)
 - o NOTE: Microsoft Support Ended July 15, 2015
 - Additional charges will be applied if KGT is required to support this operating system.
- Microsoft Windows Small Business Server 2003, 2003 R2, 2008, 2011
 - o NOTE: Microsoft Support Ended July 15, 2015 for SBS 2003 and SBS 2003 R2
 - Additional charges will be applied if KGT is required to support the SBS 2003 or SBS 2003 R2 operating system.
- Microsoft Windows Server 2008 (all)
- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)

Applications:

- Microsoft Office 2010
- Microsoft Office 2013
- Microsoft Office 2016

It is not possible for KGT to completely support all software, however, we will attempt to resolve any issues you may have if an error occurs. We must be given an error. To get further support with this agreement for industry specific software, we require you to maintain an ongoing support contract with that software vendor. We will still assist you in troubleshooting, by utilizing the support contract and contacting the specific vendor.

Training is not included in the agreement. Training is helping a user understand how to use the software and/or utilize certain features of the software. Although a technician may choose to train a Client, this is not typically included in the agreement. Client will be notified in advance if training is going to be invoiced and arrangements for payment and amounts will be determined.

Exhibit 2:**“Menu of Services:”**

- a. Site Assessment
- b. IT Inventory and Management
- c. Scheduled Visits (either “on-site” or “remote”)
- d. Proactive Service
 - a. Check Server Event Logs
 - b. Verify Backups
 - i. At scheduled service visits, KGT will confirm that backups are getting done. However, KGT will not test backup media at each visit to confirm a full disaster recovery test. This service (disaster recovery test) is an additional charge.
 - c. Verify Anti-Virus Software
- e. Technology Knowledge and Guidance
- f. Help Desk Support (including phone support)
- g. Covered Items Reliability
- h. Covered Items Security
- i. Functional Consistency
- j. Design Level Productivity
- k. Cost Management and Control (IT Budget)

Exhibit 5:**“Contract Service Schedule:”**

Contract Services generally include the following: (a) Scheduled Visits; (b) Server Specific Duties; (c) Personal Computer Specific Duties; (d) Peripheral Specific Duties; (e) ARTS response protocol; and (f) Software Support, which relate to the following services descriptions; provided, however, to the extent there is a conflict between the Contract Service Schedule and this Exhibit 5, the former shall control.

Scheduled Visits. The date, time and frequency for Tech Client Visits are based on the size, amount and complexity of Covered Hardware as determined by KGT. Client and KGT must agree on specific dates and times for the Tech’s performance of the scheduled maintenance covered by this Agreement. **Such schedule may be modified to reflect Covered Items changes.**

Scheduled Visits:

- a. This constitutes scheduled visits under this Agreement.
- b. Scheduled visits typically last between one and two hours.
 1. Scheduled visits not to exceed three hours, unless prior arrangements are made between Client and KGT.
 2. The Tech may, in his/her discretion, reschedule time for incidents not previously submitted to KGT either under ARTS or by telephone phone calls received by KGT at least twenty-four (24) hours prior to the start time for such scheduled visit.
 - A. Any additional services not covered by the terms of this Agreement performed during a scheduled visit, under ARTS or due to a telephone call may result in fees in addition to the basic fees (aka Contract Price) set forth in this Agreement.
 - B. When the technician arrives on the scheduled day, he/she will address any ARTS submitted tickets with the Client’s contact person. The technician will then proceed with the following services on applicable covered hardware.

Server Specific Duties:

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Server Specific Duties shall be conducted/reviewed by the Tech: review outside of server housing for warning lights; check server for adequate storage space; Review Windows event logs for messages, warnings, and errors and address as necessary; Review and approve appropriate Windows updates via Windows Software Update Services; Review network Anti-virus management software for issues and address as necessary and Review server and data backups and address as necessary.

Personal Computer Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Personal Computer Specific Duties shall be conducted/reviewed by the Tech: ensure Windows updates are or have been installed correctly; monitor for malware infections; and run cleanup utilities to provide highest available usage speeds.

Peripheral Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the Tech shall ensure proper operation of printers, scanners, firewalls, switches and the like; **provided, that**, such peripherals are listed in the Covered Hardware Schedule as the date of the visit.

ARTS Response Protocol.

This Agreement provides access to a Tech who provides necessary services to monitor and maintain your current system and network environment as provided herein. Consequently, KGT provides a Tech for an on-site, scheduled visit on the day and time provided in this Agreement. Client is authorized to leave emergency/non-emergency voice mail messages and is granted access to the KGT's Automated Response and Ticket Submission (ARTS) site. All scheduled visits and support occurs during KGT's normal business hours of which are listed on our website. Our offices are also closed on all National Holidays. If support in response to an ARTS request is performed at Client's request either "after normal business hours" and/or over a weekend, Client will be billed for a fee in addition to Client's regular financial obligations set forth in this Agreement.

Software Support.

KGT provides support under this Agreement for Covered Software as it relates to its proper installation and configuration in your current business environment. Usage and appropriate understanding of how the Covered Software is (or may be) utilized in the Client's business is outside this Agreement's scope. KGT, may, where appropriate, endeavor to dispense Covered Software knowledge where and when appropriate based upon the applicable Tech's expertise with the particular software item. However, KGT reserves the right to decline support for Covered Software usage and understanding when it determines that the Client (or Client's applicable user) needs or could benefit from software training.

Upgrading or Replacing Hardware/Software.

Upgrading or replacing hardware or software normally requires an on-site visit. However, hardware and/or software upgrades may be completed remotely, with or without the knowledge of the Client. This Agreement does not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this Agreement. A separate labor fee shall be applied for adding any hardware not listed on the Covered Hardware Schedule, or major software upgrades or installations not listed on the Covered Software Schedule. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with replacement or repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Client Fee Schedule. Applicable sales tax shall be charged as required by applicable law.

Caveats: KGT recommends Business class hardware and software for all of our clients. Purchasing hardware and software through KGT is not a requirement under this Agreement. However, Client benefits with KGT's price breaks on business class IT hardware and software from Dell and other vendors. Should Client seek to upgrade or replace hardware or software with non-business class hardware or software or items the use of which KGT has recommended against, the labor fees for such replacement or repair are not included in the with this Agreement.

Exhibit 6:**“Service Limitations:”**

- a. Once Client submits an Emergency ticket to the ARTS site and/or an Emergency voice mail message, KGT shall have four (4) business hours to acknowledge the ticket. That does not mean that the issue has to be resolved. KGT shall then have two (2) business hours to begin the attempt at resolving the issue. The attempt is not necessarily limited to an on-site Tech visit. Remote efforts by KGT designed to address the problem(s) are attempts. The agreed response time under this Agreement is set forth in the Contract Services Schedule.
 - a. **MODIFICATION FOR CITY OF REYNOLDSBURG:**
 - i. Should the 911/Communications go down during business hours or After Hours, personal contact via cell phone to KGT Technician is permitted to facilitate immediate response. KGT will invoice client at current After Hours Rate should contact fall outside of normal KGT business hours.
- b. Services not included in this Agreement or listed on the Contract Service Schedule are billable in addition to the Contract Price Schedule (defined below) and include: setup and configuration of PCs, printers, and other peripherals not listed in the Covered Hardware Schedule; setup and configuration of new servers; installation and configuration of new software and/or major software upgrades; software research related to Client’s business; Excessive hardware and/or software quotes; emergency IT support outside normal business hours as define in the Agreement; direct contact (e-mail, phone calls) with Tech(s) not KGT initiated; software training for Client’s employees; or reinstallation of server operating systems and programs.
- c. Force majeure—Problems considered force majeure are not services coming within the Contract Services Schedule and this Agreement. Force majeure includes acts of God, fire, theft, insurrection, situations involving marital law, etc. KGT reserves the right to bill for issues that arise directly, or indirectly, from force majeure including issues with ISP’s, telephone companies, power and cellular companies. Force majeure relieves KGT of its response time obligations under this Agreement.

Exhibit 8:**“Client Obligations/Duties:”**

- a. All issues and/or IT related questions must be submitted to KGT via the ARTS site or through KGT’s voicemail system. Direct contact (via email or phone call) not Tech approved, are not permitted and are subject to additional billing charges;
- b. Pay all invoices by their due date. Failure to pay on due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- c. Pay all Agreement fees by due date stated on the applicable invoice. Failure to pay by due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- d. Provide KGT with as much advanced notice to any changes to current network environment (ISP changes, phone system changes, personnel changes);
- e. Maintain all applicable software licenses and software, whether or not such software is part of the Covered Software Schedule;
- f. **KGT will not install or service illegal software and Client’s installation and/or use of such illegal software may result in KGT’s termination of this Agreement;**
- g. Notify KGT regarding any software installed and purchased without consulting KGT;
- h. Advise Client’s staff on usage of ARTS and against direct Tech contact (for support initiation);
- i. Provide Client staff with proper software training on applicable company software as KGT does not provide support on software usage;
- j. Advise KGT of the presence of mobile devices that connect to Client’s network or gather company email;
- k. Maintain an active virus scanning solution and routine backup solution as deemed appropriate by KGT for Client’s environment;
- l. KGT reserves the right to invoice the client for Spyware/Malware removal should the client refuse to have appropriate preventative software and/or hardware in place as deemed appropriate by KGT for Client’s environment.

Exhibit 9:**“Agreement Terms and Termination Details:”**

- a. If the Agreement End Date arrives, and the Agreement is not renewed, so long as all of Client’s obligations under this Agreement are fully satisfied by such date, then KGT shall return the Documentation to Client and retain copies exclusively for archive and liability purposes upon request by Client. KGT shall make no further use of such Documentation and shall hold it in the strictest of confidence.
- b. If the Agreement End Date arrives (or if the Agreement is terminated earlier due to Client’s failure to comply with all its obligations found in § 8 of this Agreement (and Exhibit 8), neither shall the Documentation be returned to Client nor shall the temporary passwords installed by KGT be released, except as provided in c, below, unless and until Client has brought current or remedied, in KGT’s opinion, its obligations under § 8 and (and Exhibit 8).
- c. If the nature of Client’s business is such that temporary protective passwords installed by KGT would create legal liability for Client, which areas must be disclosed to KGT on or before the effective date, the passwords referenced in b, above, shall not be applied to such items.
- d. Should Client terminate this Agreement and the Contract Price Schedule payments shall have been paid either in advance or in full, no refund shall be given and KGT shall not be obligated thereafter to provide any services contemplated by this Agreement.

Exhibit 10:**“Fees and Payments:”**

Quoted Service Agreement - \$144,000.00 yearly plus any applicable taxes, to be billed quarterly (\$36,000.00).

Payment Schedule - Pro-Rated amount for remainder of 2017:

Billed on August 1st, 2017: \$12,000.00 plus any applicable taxes (this assumes receipt of payment for previous contract, quarter 3; and is an additional amount)

Billed on October 1st, 2017: \$36,000.00 plus any applicable taxes (this contract is current and nothing will be billed from previous contract for quarter 4)

Exhibit 13:**“Addresses, E-mail Addresses and Telephone Numbers:”****Client Address:**

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

PH: (614)322-6800

Main Contact:

[Sandra Boller](#)

Email Contact:

sboller@ci.reynoldsburg.oh.us

Exhibit 14:**“Full-Time Technician:”**

- a. KGT will provide a full-time technician for Client. This technician will operate outside the current limitations of this contract. Technician will provide routine IT services as expected from a Network Administrator. No additional fees will be billed to the Client for services provided by this technician.
- b. Technician will work 8AM – 5PM on Monday, Tuesday, Wednesday, and Friday; except for days when Client offices are closed according to Holiday Schedule. Technician will be allowed 1 hour for lunch on each working day.
- c. KGT will make a reasonable effort to provide the same technician. Should this technician be unavailable, KGT will provide an alternate technician as to keep the above schedule.
- d. Full-Time technician will not be limited to on-site hours only. Should any emergencies arise, full-time technician will be responsible for handling the issue. If additional KGT employees are not needed to resolve the issue, Client will not be charged any additional fees.
- e. Full-Time technician will have a cell phone and can be contacted by Client at any time.

Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: July 24, 2017**TO: Finance Committee****RE: ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 77-17 PASSED May 8, 2017 AND DECLARING AN EMERGENCY.**

Emergency/Suspension: Emergency

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

Statement of necessity: Correct errors to enact emergency legislation so purchase can be made.

See attached Documentation

ORDINANCE NO. 77-17PASSED: July 10, 2017

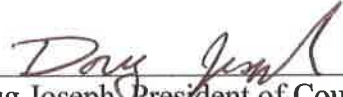
ORDINANCE AUTHORIZING MAYOR TO PURCHASE SIERRA WIRELESS MODEMS AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

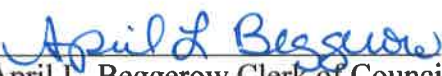
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from Kirch Group Technology, LLC., 1335 Dublin Road, Suite 241-D, Columbus, Ohio, 43215, Sierra Wireless Modems and related equipment at a price of \$22,874.64

SECTION 2. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor..


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow Clerk of Council

APPROVED:  DATE 7/11/17
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 77-17 as passed by Council of said City on the 10th day of July, 2017, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 77-17 Sierra Wireless Modems for PD (1840 : Repeal Replace Ordinance 77-17)

ORDINANCE NO. ____

PASSED: July , 2017

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 77-17 PASSED July 10, 2017 AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from Kirch Group Technology, LLC., 1335 Dublin Road, Suite 241-D, Columbus, Ohio, 43215, Sierra Wireless Modems and related equipment at a price of ~~\$22,874.64~~ **\$25,000**

SECTION 2. THAT THE FUNDS FOR THE PROJECT REFERRED TO IN SECTION 1, WILL COME FROM THE SPECIAL LAW ENFORCEMENT ACCOUNT 290.111.5529.

SECTION 2. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor..

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of July, 2017, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

Attachment: Repeal Replace 77-17 Sierra Modems (1840 : Repeal Replace Ordinance 77-17)

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

DATE: **July 24, 2017****TO:** **Service Department****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A
CONTRACT WITH LIMBACH TO UPGRADE 1ST AND 2ND FLOOR
VAV CONTROLS WITH NEW ALC DDC CONTROLS DECLARING
IT AN EMERGENCY. (First Reading 7/10/2017).

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

Request for Council to approve the purchase of new VAV controls with new ALC DDC controls for City Hall.

Request waive competitive bid as Limbach is on the bid list.

No appropriation needed- funds are in the current budget.

Proposal Date	Proposal Number	Agreement Number	Page
06/21/2017			1 of 3

BY AND BETWEEN:

Limbach Company, LLC
822 Cleveland Avenue
Columbus, Ohio 43201

AND

City Of Reynoldsburg
7232 East Main Street
Attn: Joe Taggart

Hereinafter LIMBACH

Hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

City Of Reynoldsburg 7232 East Main Street

Labor and material required to:

Upgrade 1st & 2nd Floor VAV Controls with New ALC DDC controls

- Provide ALC Controls programming and checkout for 43 (replace 43 existing Automatrix) VAV controls with new ALC DDC controls.
- Provide and install 43) new ALC ZN341V+ control modules and 43 ALC ZS Plus space temperature sensors.
- Reuse existing hot water valves.
- Reuse existing control wiring.
- Provide new 18-4 space sensor wire for 43 VAV boxes
- Provide 43 supply air temperature (SAT) sensors and wiring.
- Provide and install new "green wire" ALC arcnet communications buss to 43 control modules and tie into existing communications trunk.
- Remove existing Automatrix control modules and turn over to owner.
- Incorporate new ALC controls configuration into existing front-end server programming and graphics.
- Provide 28 Rib current sensors for fan powered boxes for status of fan.
- Provide 1 Rep485 repeater for communication.

Contract Price Not to Exceed \$ 51,091.00
(FIFTYONE THOUSAND AND NINETYONE DOLLARS)

Exclusions:

Work is to be performed during normal business hours.
Any found mechanical deficiencies will be documented and communicated to owner.

This price is firm for 60 days

Bob Holstein
Limbach Controls Group
822 Cleveland Ave.
Columbus, Ohio 43201
614-989-2731 Cell

Attachment: Reynoldsburg City Hall 1st & 2nd Floor Controls Upgrade (1820 : Upgrade 1st & 2nd Floor VAV Controls with New ALC DDC

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Customer will promptly pay each invoice within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

5. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

6. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

7. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

12. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

13. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

--- END OF TERMS AND CONDITIONS ---

Customer

Limbach Company LLC

By: _____

By: _____

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

Date: _____

Date: _____

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

DATE: July 24, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH CT CONSULTANTS/MOODY NOLAN FOR
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR
THE REYNOLDSBURG COMMUNITY CENTER AND
APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.
(First Reading 7/10/2017).**

Emergency/Suspension: Emergency

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

Statement of necessity: To allow for architectural and engineering services to begin on the design and the demolition and site development of the Reynoldsburg Community Center. Appropriate \$100,000.00 from the unappropriated CIP fund (410) to Account #410.000.0148.5659.

The vision and goals of this project: the importance of providing a true Community "center" for the City to host family friendly programs and athletic events; a responsible investment towards an improved quality of life for residents; a safe activity hub for families and teens; an aquatics center; and a sustainable design solution that minimizes environmental impacts, while offering reduced energy consumption and life-cycle costs through the selection of green building systems and materials. The Standard Form of Agreement and Exhibit A -- Scope of Services is attached.

DRAFT AIA® Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 24th day of July in the year 2017.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

and the Architect:
(Name, legal status, address and other information)

CT Consultants, Inc.
Northwoods I
7965 North High Street, Suite 340
Columbus, Ohio 43235

for the following Project:
(Name, location and detailed description)

New Community Center which will be owned by the City of Reynoldsburg and operated by the YMCA located at the North End of Huber Park in Reynoldsburg, Ohio.

The Construction Manager (if known):
(Name, legal status, address and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

A preliminary Program of Requirements and Conceptual Design was developed by Gro Development (dated 1-06-2017), a national consultant for the YMCA and issued as part of the original Request for Qualifications (RFQ) for Professional Architectural Design Services For The City of Reynoldsburg Community Center. This information will be utilized as the basis of the Owner's Program for the Project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The new facility will be located on approximately ten (10) acres of property located in Huber Park. Initial Property Survey information has been provided by the Owner. It is known that a portion of the site lies in the flood plain and flood way of the Blacklick Creek that runs along the eastern side of the site. Geotechnical Engineering and additional Surveying work will be provided for under this Agreement. The base project consists of an approximately 60,000 square-foot, two-story facility to include administrative offices, community rooms, a fitness center, a full gymnasium, an indoor and outdoor aquatic center, a 300 space (approximate) parking area and space for potential tenant partners (approximately 8,000 square feet). Demolition documents for the removal of the existing bingo hall, pools, and parking lot. Public Utilities for the project are available and will be utilized to serve the facility.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Owner's budget for the Cost of the work is \$20,000,000-\$25,000,000.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

1. Architect:

Based on an anticipated Start date of August 1, 2017, and timely responses by the Owner to Architect's inquiries and review deadlines, etc., CT anticipates the following milestone dates:
Programming and Conceptual Design (Complete) – 60 days after commencement of work.
Schematic Design (Complete) - 90 days after approval of Programming and Conceptual Design.
Design Development (Complete) - 90 days after approval of Schematic Design.
Construction Documents (Complete) - 126 days after approval of Design Development.

2. Construction:

To Be Determined by Owner.

3. Substantial Completion date:

To Be Determined by Owner.

4. Other:

To Be Determined by Owner.

.2 Commencement of construction:

To Be Determined by Owner.

.3 Substantial Completion date or milestone dates:

To Be Determined by Owner.

.4 Other:

To Be Determined by Owner.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

[☒] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[☐] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 Fast-Track Scheduling: The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The Demolition Documents for the demolition and removal of the existing Bath House, Parking Lots and House together with ancillary items will be publicly bid before the Owner has hired its Construction Manager at Risk for the balance of the project. It is anticipated the Demolition Documents will be available for public bidding in August 2017. A second demolition package will be prepared at a later date to address the existing Bingo Hall and Pools.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

The Owner's goals for this project include a sustainable design solution that minimizes environmental impacts, while offering reduced energy consumption and life-cycle costs through the selection of green building systems and materials.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mr. William J. Sampson, LEED Green Assoc.
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Mr. Brian Kridler
C.O.O.
YMCA of Central Ohio
40 West Long Street
Columbus, Ohio 43215

Once determined, the Owner's Construction Manager will be required to review the Architect submittals.

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

December 2017 is the anticipated date of retention.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

N/A

.4 Geotechnical Engineer:

N/A

.5 Civil Engineer:

N/A

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Mr. John DeGraaf, AIA, NCARB
 Director, Architectural Services
 CT Consultants, Inc.
 11120 Kenwood Road
 Cincinnati, Ohio 45202

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:**Design Architect of Record:**

Moody Nolan Architects
 Howard Blaisdell, RA, LEED AP BD + C
 Senior Associate
 300 Spruce Street, Suite 300
 Columbus, Ohio 43215

Landscape Architect:

Edge
 Tedd Hardesty, RLA, LEED AP
 Principal
 330 West Spring Street, Suite 350
 Columbus, Ohio 43215

P, M, E, FP, Comm./Tech. Engineering:

Korda
 Ed Keener, PE, LEED AP
 Partner, Director of Marketing
 1650 Watermark Drive
 Columbus, Ohio 43215

Lighting Designer:

Tec Studio, Inc.
 Ardra Zinkon, CLD, IALD
 President, Director of Lighting Design
 7510 Slate Ridge Boulevard
 Columbus, Ohio 43068

Aquatics Designer:

Counsilman-Hunsaker
 Scott Hester, P.E.
 President
 10733 Sunset Drive, Suite 400
 St. Louis, MO 63127

Geotechnical Engineering:

Terracon Consultants, Inc.
 Kevin M. Ernst, P.E.
 Principal, Office Manager
 800 Morrison Road
 Columbus, Ohio 43230

Surveying:

J&J Surveying Services, Inc.
 John Wetherill, Owner
 7509 East Main Street, Suite 104
 Reynoldsburg, Ohio 43068

Environmental Consultant:

SME - USA
 Michael S. Meddock, PE, CPSM
 Principal/Vice President
 9375 Chillicothe Road
 Kirtland, Ohio 44094-8501

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 *Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$1,000,000) combined single limit each accident.*

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than one million dollars (\$1,000,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Assistance with selection of the Construction Manager	ARCHITECT	EXHIBIT A
§ 4.1.2	Programming (B202™–2009)	OWNER	
§ 4.1.3	Multiple preliminary designs	N.P.	
§ 4.1.4	Measured drawings	N.P.	
§ 4.1.5	Existing facilities surveys	ARCHITECT	EXHIBIT A
§ 4.1.6	Value Analysis (B204™–2007)	N.P.	
§ 4.1.7	Detailed cost estimating	N.P.	
§ 4.1.8	On-site project representation (B207™–2008)	ARCHITECT	EXHIBIT A
§ 4.1.9	Conformed construction documents	N.P.	
§ 4.1.10	As-Designed Record drawings	N.P.	
§ 4.1.11	Post occupancy evaluation	N.P.	
§ 4.1.12	Facility Support Services (B210™–2007)	N.P.	
§ 4.1.13	Tenant-related services	N.P.	
§ 4.1.14	Coordination of Owner's consultants	N.P.	
§ 4.1.15	Security Evaluation and Planning (B206™–2007)	N.P.	
§ 4.1.16	Commissioning (B211™–2007)	N.P.	
§ 4.1.17	Extensive sustainable design services	N.P.	
§ 4.1.18	LEED® Certification (B214™–2012)	N.P.	
§ 4.1.19	Historic Preservation (B205™–2007)	N.P.	
§ 4.1.20	Furniture, Furnishings, and Equipment Design (B253™–2007)	OWNER	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit A.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 One Per Week (1) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion
- .5 Project Meetings

§ 4.3.4 If the services covered by this Agreement have not been completed within **Thirty (30)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction.

The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ [« »] Arbitration pursuant to Section 8.3 of this Agreement

☒ [XX] Litigation in a court of competent jurisdiction

☐ [« »] Other: *(Specify)*

<< >>

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Basic Services Fee for the Professional Services for the Reynoldsburg Community Center and site is as follows:

Lump Sum Fee	\$	2,200,000
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Additional pre-construction services to complete the basic services for the community center are as follows:

1. Geotechnical investigation:	Lump Sum Fee	\$	12,000
2. Site Survey:	Lump Sum Fee	\$	11,500
3. Traffic Study:	Lump Sum Fee	\$	20,500
4. Environmental Investigation:	Lump Sum Fee	\$	TBD
5. Hazardous Materials Investigation:	Lump Sum Fee	\$	TBD

Total Basic Services Fee:	Lump Sum Fee	\$	2,244,000
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Reimbursables Allowance	\$	50,000
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§ 11.2 For Additional Services designated in Section 4.1 and Exhibit A, the Owner shall compensate the Architect as follows:

- a. Demolition Documents of Existing Facilities including the house, pool buildings, pools, and associated parking lot:

Estimated Design Fee:	\$	12,000
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- b. Additional Design and Construction Phase Management throughout all phases of the project, including assistance with the selection of the Construction Manager:

Estimated Service Fee:	\$	152,900
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Optional Design Services are to be selected by owner individually and will be included in the contract.

Additional services to complete the Optional Design services are as follows:

1. Geotechnical Investigation:	Lump Sum Fee	\$	TBD
2. Site Survey:	Lump Sum Fee	\$	TBD
3. Environmental Investigation for Optional Item a. above:	Lump Sum Fee	\$	14,300

Optional Design Services are to be selected by owner individually and will be included in the contract.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

The basis of compensation will be based on a lump sum or hourly rates fee as mutually agreeable between the Owner and Architect prior to commencing the additional work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See §11.10.2.

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Billing Rates for Architect and it's Consultants are available upon request.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

N/A

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

one and one-half per month % 1.5% per month.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document A201-2007 General Conditions of the Contract for Construction.
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

CT Consultants, Inc. proposal letter dated _____, 2017. Attached as Exhibit A.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mr. Brad McCloud, Mayor
City of Reynoldsburg

(Printed name and title)

ARCHITECT (Signature)

Mr. J. Wesley Hall, P.E., Vice President
CT Consultants, Inc.

(Printed name and title)



EXHIBIT “A” – SCOPE OF SERVICES

CITY OF REYNOLDSBURG, OHIO
NEW COMMUNITY CENTER (YMCA)
Project 170132
June 26, 2017

GENERAL DESCRIPTION, ASSUMPTIONS, AND SCOPE OF SERVICES:

- The new facility will be located on approximately ten (10) acres of land at the north end of Huber Park in Reynoldsburg, OH off of Davidson Rd.
- The base project includes a 60,000 square foot (approximate), conventionally framed, two story building with indoor and outdoor aquatic centers, including a 4,500 SF exterior Bath House, and parking with approximately three hundred (300) spaces.
- The additional services to complete the base project include geotechnical investigation, site survey, environmental study (if necessary), hazardous materials investigation (if necessary), and a traffic study.
- The basic service fee is based on the anticipated construction costs of \$22,000,000 for the base scope of work.
- Optional design services for the project will include: demolition documents of existing facilities including the pool buildings and house and additional design and construction phase management.
- This proposal is based on concepts and a preliminary Program of Requirements developed by Gro Development, dated January 6, 2017, as well as meetings and discussions with the City of Reynoldsburg.

The following are our assumptions and exclusions regarding our Scope of Services:

- Our Professional Scope of Services is limited to:
 - Architectural Design.
 - Civil Engineering; Surveying; Geotechnical Engineering.
 - Structural Engineering.
 - Landscape Architecture.
 - Mechanical, Electrical, Fire Protection, Plumbing, Lighting Design, and Communications Technology Engineering.
 - Aquatics Design.
- The project delivery will be Construction Manager as Constructor.
- Building and structure foundations are assumed to be conventional spread footing type foundation system. In the event the geotechnical investigation determines a “deep foundation” system is required, additional fess may be required.
- The project is not required to be LEED certified; however, sustainable design elements and concepts will be incorporated where appropriate for the project.

- This project will be designed and constructed according to the 2017 Ohio Building Code (effective November 1, 2017), ASHRAE 90.1-2010/2012 IECC, and current editions of all other applicable codes.
- Existing utilities of adequate size and capacity are available to serve the new facilities. Extensions of public utilities, beyond the right of way, is not included in this scope of services.
- The selection, purchase, and installation of furniture and equipment will be the responsibility of others.
- We will complete the application(s) and submit for the general building permit. The Owner shall be responsible for all fees associated with the general building permit. All other permits and approvals, including associated fees, will be the responsibility of the Contractor.

The disciplines listed below will provide various levels of service throughout the major phases of the project. These phases include:

- Program Verification and Concept Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding and Contract Negotiation
- Construction Administration

The following is a listing of scope by project phase, which applies to all disciplines of work. See specific discipline descriptions following the project phase listing for additional scope details.

Program Verification and Concept Design:

1. Utilizing the concepts and preliminary programming information developed by Gro Development, we will revisit the overall project vision to verify its relevance, and establish baseline goals and strategies.
2. Evaluate existing space allocations and adjacencies, which may include conducting interviews and focus group discussions to garner input on the current vision and goals.
3. Verify that basic arrangements of the spatial elements and functions are still valid, and make determinations of what revisions need to be incorporated.
4. Evaluate the site, and potential constraints, based on current vision, goals, and information to determine siting requirements.
5. Develop revised diagrammatic floor plans and site plans as required to bring project into alignment with current vision/goals.
6. Develop conceptual sketches and three-dimensional models to communicate the ideas and forms of the site and building.
7. There may be a need for “town hall” style meetings to garner public/community input and buy-in for the project.
8. Using current information and input received from all parties, develop an order-of-magnitude project budget range based on typical costs per square foot.
9. Present the finalized programming, concept design, and order-of-magnitude budget to the City for approval.

Schematic Design Phase

1. Review zoning code and verify compliance requirements.

2. Complete preliminary code review and develop compliance strategy.
3. Refine diagrammatic and concept floor plans to create schematic space plans. Coordinate with Owner's equipment and furniture needs.
4. Refine concept building elevations into schematic elevations and three-dimensional models.
5. Refine and develop schematic site plans.
6. Develop schematic structural framing plans.
7. Develop schematic mechanical, electrical, and plumbing systems.
8. Refine order-of-magnitude project budget
9. Present the finalized schematic design and option of cost to the City for approval.

Design Development Phase

1. Code compliance review and initial meeting with building code officials to present project.
2. Initial finish and building materials selections and development.
3. Development of structural systems.
4. Development of major building sections and wall sections. Interface with structural systems.
5. Development of mechanical, electrical, and plumbing systems.
6. Create initial outline specifications.
7. Refine schematic opinion of cost, in conjunction with Construction Manager, into design development level opinion of construction cost.
8. Present the finalized design development and option of construction cost to the City for approval.

Construction Documents Phase

1. Finalize systems design and integration with others.
2. Complete required plans, elevations, sections, details, schedules, and specifications.
3. Provide a final opinion of construction costs.
4. Provide documents, stamped and signed by registered professionals, as required by the code officials having jurisdiction over the project. Answer all questions from these officials in order to secure the required permits for the project. Payment of all permit fees will be the responsibility of the City.

Bidding and Contract Negotiation Phase

Assist the Construction Manager and City with the following, as needed or requested:

1. Answer legitimate requests for information from bidders regarding the content of our documents during the bidding period.
2. Attend pre-bid meeting for bidders.
3. Issue addenda required for bidding clarification during the bidding period.

Construction Administration Phase

1. Attend a pre-construction meeting with the City, Construction Manager, and contractors.
2. Review contractor submittals and shop drawings.
3. Review contractor requests for payment and make recommendations on payment.
4. Perform weekly site visits to observe progress of the project and attend progress meetings. These visits will be performed by various members of the design team, as appropriate for the construction activities underway at the time.
5. Review, and advise on, change order requests and other similar administrative actions during the course of the project.

6. Perform a walk-through review with the Construction Manager, City, and contractors at the “substantial completion” point and document all discrepancies and/or items to be completed. Attend additional walk-through to verify that uncompleted items and corrections have been completed.
7. Issue final Certificate of Completion, and perform all other required A/E closeout procedures.
8. Produce final Record Drawings from contractor as-built documents. Provide one copy of Record Drawings to the City.

Basic Services:

Architectural Design includes: Building code compliance and interface with building code officials; standard zoning submittals and approvals; development of plans and spatial relationships; building massing and siting; interior design with architectural finishes selection; wayfinding and signage; development of elevations; materials development and selection; plans, sections, details, and specifications required for construction.

Civil Engineering includes: Topographic survey, site grading; erosion control and drainage; pavement design; site geometrics; including considerations for traffic movement on the site; plans, sections, details, and specifications required for construction.

Structural Engineering includes: Building code compliance; foundation design; floor, wall and roof framing design; plans, sections, details, and specifications required for construction.

Landscape Architecture includes: Preliminary site concept; design collaboration; presentation site plan; plantscape and hardscape plans; details and specifications required for construction.

Mechanical, Electrical, Plumbing, Fire Protection and Communication Technology Engineering and Lighting Design includes: Building code compliance; HVAC system selection and development; electrical power distribution and lighting design; domestic water and sanitary sewer design; communication technology design; plans, sections, details, and specifications required for construction.

Aquatics Design includes: pool design to include an Indoor Lap Pool, Indoor Leisure Pool and Outdoor Leisure Pool. Pool design will also include site amenities such as water features, diving boards, timing and scoreboard equipment, waterslides, and pool mechanical equipment.

Additional Pre-Construction Services:

Geotechnical Engineering includes: The drilling and sampling of exploratory soil borings, laboratory testing, evaluation by a professional geotechnical engineer, and delivering the findings and opinions of the work to the design team.

Surveying includes: Complete additional field topographic survey efforts as needed to supplement existing survey data.

Environmental Investigation includes: Study of the ecosystem and wildlife of the area and the impact that a construction project will have on the area.

Hazardous Materials Investigation includes: An analysis of the structures to be revovated to test for asbestos or other hazardous materials.

Traffic Study includes: Traffic Study for Community Center impact to signal operations on Main Street

Our Basic Services Fee for the Professional Services for the Reynoldsburg Community Center and site is as follows:

Lump Sum Fee	\$ 2,200,000
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Additional pre-construction services to complete the basic services for the community center are as follows:

1. Geotechnical investigation:	Lump Sum Fee	\$ 12,000
2. Site Survey:	Lump Sum Fee	\$ 11,500
3. Traffic Study:	Lump Sum Fee	\$ 20,500
4. Environmental Investigation:	Lump Sum Fee	\$ TBD
5. Hazardous Materials Investigation:	Lump Sum Fee	\$ TBD

Total Basic Services Fee:	Lump Sum Fee	\$ 2,244,000
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Reimbursables Allowance	\$ 50,000
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OPTIONAL SERVICES: CONSTRUCTION DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION FOR OPTIONAL SCOPE OF WORK

Optional Design Services:

a. Demolition Documents of Existing Facilities including the house, pool buildings, pools, and associated parking lot:

Estimated Design Fee:	\$ 12,000
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b. Additional Design and Construction Phase Management throughout all phases of the project, including assistance with the selection of the Construction Manager:

Estimated Service Fee:	\$ 152,900
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Optional Design Services are to be selected by owner individually and will be included in the contract.

Additional services to complete the Optional Design services are as follows:

1. Geotechnical investigation:	Lump Sum Fee	\$ TBD
2. Site Survey:	Lump Sum Fee	\$ TBD
3. Environmental Investigation for Optional Item a. above:	Lump Sum Fee	\$ 14,300

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

DATE: **July 24, 2017****TO:** **Finance Committee****RE:** ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR
DEPARTMENT AND DECLARING AN EMERGENCY. (First Reading
7/10/2017).

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

Request Council appropriate \$20,000 from the unappropriated General Fund to Account Number 110.545.5339 Misc Contract Services to pay for rewriting city codes covering Economic Development including CIC's and incentives

City Attorney's Office**Jed Hood****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: July 24, 2017**TO: Finance Committee****RE: AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A JOINT ECONOMIC
DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN
ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO
AND DECLARING AN EMERGENCY. (Second Reading 7/10/2017).**

Emergency/Suspension: Emergency

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

See attached.

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2017

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2017, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 3 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 155+/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.78 and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Fire District” means the West Licking Joint Fire District.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD 3 Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii)

collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District,

“SWLSD Payment” means the amount described in Sections 4.2.4.1. and 4.3 hereof,

“Township” means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term

“heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 3.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibit “B” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The

Parties also acknowledge that the Township has successfully used an economic development structure, including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1 and 2, involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8 The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within The JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and

receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the Township and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City and Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues distributed to such Contracting Party pursuant to this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1 Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2)..

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office by resolution of the Board. These

officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P)..

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within Licking County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the

compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made, and

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity, or with any political subdivision, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements constructed in, or which directly benefit, the JEDD. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development

to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD and to improve the economic welfare of the people of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD 3 Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD 3 Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

- 4.2.1. From the Gross Revenue, paid in the following order of priority:
 - 4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3;
 - 4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board and for the long-term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue;
 - 4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated

with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.1.4. Repay the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, on a pro rata basis based on such costs.

4.2.2. From the Net Revenue:

4.2.2.1. Fifteen percent (15%) to the City of Reynoldsburg.

4.2.2.2. Twenty percent (20%) to the Board Improvement Account;

4.2.2.3. Five percent (5%) to the West Licking Joint Fire District (the “Fire District”), to be used exclusively for the benefit of the JEDD 3 property and surrounding area and Etna Township. In order to receive and continue to receive such funding, the Fire District shall provide an annual report on January 1st of each calendar year to the JEDD District Board and the Township Board of Trustees, which details how said funds have been utilized for the preceding calendar year. Failure to utilize such funds in compliance with this Section may result in the termination or reduction of such funding upon the adoption of a resolution regarding the same by the Township Board of Trustees. In such event, any such revenue resulting from such reduction or termination shall be added to and become a part of the revenue paid to the Township under Section 4.2.2.4. hereof. In the further event that legislation is hereafter adopted by the Ohio General Assembly requiring reimbursement of Township Fire and Emergency Medical Service revenue foregone due to the establishment of Tax Increment Financing, then, and in that event, no revenue shall thereafter be paid under this section to the Fire District, and such revenue shall be added to and become a part of the revenue paid to the Township under Section 4.2.2.2. hereof.

4.2.2.4. Five percent (5%) to the Licking County Transportation Improvement District (“TID”), provided, however, that should the TID cease to exist during the term of this Contract, the payment otherwise to be made to the TID shall be made directly to the Licking County Engineer;

4.2.2.5. Five percent (5%) to the Career and Technology Centers of Licking County (“C-Tech”);

4.2.2.6. During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners. Upon expiration of thirty (30) years from the effective date of the JEDD Contract, ten percent (10%) to the Licking County Commissioners.

4.2.2.7. To the Township, an amount equal to the Net Revenue minus the sum of the preceding amounts enumerated in Sections 4.2.2.1. to 4.2.2.6.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 3 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 SWLSD Payment The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Gross Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals \$2,250,000 (the “Total Sum”) or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District is first occupied by a tenant or end user. Upon payment in full of the Total Sum to the SWLSD, said Payment shall thereafter revert to, be

added to, and become a part of the Net Revenue paid to the Township under Section 4.2.2.4. hereof.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of ~~both~~ of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, ~~and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District.~~ The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on annexation as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The

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termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon,

for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4..

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. During the term of this Contract, the City shall not permit or accept the annexation of any properties located within the territory of the JED District. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the

exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Richard Harris
Reynoldsburg City Auditor

ORDINANCE NO. ____

PASSED

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND
DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY
AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO
AND DECLARING AN EMERGENCY**

WHEREAS, Etna Township (the “Township”) and the City of Reynoldsburg (the “City”) desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township’s and the City’s residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the “JEDD Contract”) creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township’s Fiscal Officer and the City’s Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Doug Joseph, President
Reynoldsburg City Council

Approved
Bradley L. McCloud, Mayor

Approved as to form:
James E. Hood, City Attorney

Attest:
April Beggerow, City Council Clerk

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of ____, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

City of Reynoldsburg

JAMES E. HOOD

Reynoldsburg City Attorney

7232 E Main St
Reynoldsburg OH 43068
phone: 614- 322-6803

To: Members of City Council

From: Jed Hood

CC: Mayor Brad McCloud, Auditor Dick Harris, Development Director Dan Havener

Date: June 23, 2017

Re: Jedd 3 Summary of Terms

JEDD 3 Summary of Terms

- JEDD Board will adopt a resolution to levy an income tax rate of 2% in the District based on the income of persons working within the District and on the net profits of businesses located within the District
- Unless otherwise agreed, the City shall not grant any credits, abatements, or reductions in the income tax to be collected within the District.
- The City Auditor shall be the Administrator of the income tax of the District
- Reynoldsburg will have 1 Board representative
- Distribution of GROSS revenues:

1. 20% to Southwest Licking School District (SWLSD) for 15 years not to exceed a total of 2.25 million dollars
 2. 1-2% to JEDD Board for expenses
 3. 3% to Reynoldsburg to pay for expense of tax collection (RITA)
 4. Expenses incurred by contract parties to establish the JEDD
- Distribution of the NET revenues:
 1. 15% to Reynoldsburg
 2. 20% to the JEDD Board Improvement Account
 3. 5% to the West Licking Joint Fire District to be used exclusively for the benefit of the JEDD 3 property and surrounding area and Etna Township
 4. 5% to the Licking County Transportation Improvement District (TID)
 5. 5% to the Career and Technology Education Center (C-TEC)
 6. 15% to Licking County Commissioners for 30 years, 10% thereafter
 7. Remainder paid to Etna Township
 - Term 50 years, will be automatically renewed for another 50 years unless terminated by any of the parties
 - Creation of Community Reinvestment Area Agreement
 1. Approved by Licking County Commissioners
 2. Approved by SWLSD
 3. CRG (Developer) agrees to establish an industrial park by constructing new buildings with, cumulatively, approximately 1 million to 2 million square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing and/or professional office space. (Estimated at 75-100 million dollar investment)
 4. Creation of approximately 200-400 full-time permanent employee positions with a total annual payroll of approximately 4 to 8 million dollars
 5. County grant of property tax exemption (100% for 15 years)
 - Creation of a Development and Compensation Agreement

1. County agree to CRAA
2. City and Township agree to JEDD 3 contract
3. Township agree to tax increment financing (TIF) resolution
4. CRG agrees to expend up to 8.5 million dollars to construct public infrastructure improvements within the JEDD

Mayor's Office**Brad McCloud****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****RESOLUTION REQUEST**

DATE: July 24, 2017**TO: Finance Committee****RE: A RESOLUTION REAUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF REYNOLDSBURG AND THE BOARD
OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO
ON BEHALF OF THE CITY OF REYNOLDSBURG IN ORDER TO
PARTICIPATE IN THE FRANKLIN COUNTY, OHIO
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)
ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS
OF THAT PROGRAM AS STATED HEREIN**

See Attached Agreements