



City Council
Monday July 24, 2017

Regular Meeting: Following Committee Meetings

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

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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

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
July 24, 2017

1. Call to Order
2. Roll Call
3. Invocation - Councilman Chris Long
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Public Hearing – July 10, 2017
 - b. City Council – Public Hearing – July 10, 2017
 - c. City Council – Regular Meeting – July 10, 2017
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
 - a. Clerk of Court Report
9. Reports
 - a. Stormwater Issues and Erosion in the City
 - b. Key 2018 Capital Improvement Projects
 - c. CAFR Cover Artist Caleb Evans
10. MOTIONS
 - a. MOTION THAT THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE BE AND IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE FOR STATEMENTS OF QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES. --- Luzader. Service Committee.
 - b. MOTION TO RECESS THE MONTH OF AUGUST.
 - c. MOTION THAT WHILE COUNCIL IS IN RECESS FOR THE MONTH OF AUGUST, 2017, THE CLERK OF COUNCIL BE AND IS HEREBY AUTHORIZED AND DIRECTED TO RETURN ANY LIQUOR PERMIT REQUESTS RECEIVED, MARKING THEM 'WITHOUT A REQUEST FOR HEARING', AS LONG AS THE REYNOLDSBURG POLICE DEPARTMENT FINDS NO REASON FOR A HEARING. IF A HEARING IS REQUIRED, A SPECIAL MEETING OF COUNCIL WILL BE CALLED.

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
July 24, 2017

11. LEGISLATION FOR EMERGENCY ADOPTION

- a. RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT/AGREEMENT BETWEEN THE CITY OF REYNOLDSBURG AND ALCOHOL, DRUG AND MENTAL HEALTH BOARD (ADAMH) OF FRANKLIN COUNTY AND ALTERNATIVE TO CREATE, DESIGN AND IMPLEMENT A MURAL FOR THE CITY OF REYNOLDSBURG AND DECLARING AN EMERGENCY. --- Skinner. Community Development Committee.

- b. ORDINANCE ACCEPTING AN UNRECORDED DEED OF EASEMENT (0.008 Acre Storm Water Easement) FROM JENNIFER R. PAUGH AND CHAD W. DAVIDSON AND DECLARING AN EMERGENCY.
--- Luzader. Service Department.

- c. ORDINANCE ACCEPTING AN UNRECORDED DEED OF EASEMENT (0.010 Acre Storm Water Easement) FROM WILLIAM WILLIS AND MAGDALENA KUSAKOVA AND DECLARING AN EMERGENCY.
--- Luzader. Service Department.

- d. 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. --- Cotner. Finance Committee.

- e. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES; AND DECLARING AN EMERGENCY.
--- Cotner. Finance Committee.

- f. ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 39-17 PASSED May 8, 2017 AND DECLARING AN EMERGENCY.
--- Cotner. Finance Committee.

- g. 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). --- Cotner. Service Department.

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July 24, 2017

- h. 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). --- Cotner. Finance Committee.

- i. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR DEPARTMENT AND DECLARING AN EMERGENCY. (First Reading 7/10/2017).
--- Cotner. Finance Committee.

12. LEGISLATION FOR FIRST READING

- a. ORDINANCE MAKING SUPPLEMENTAL APPROPRIATION FOR DEBT SERVICE PAYMENTS. --- Cotner. Finance Committee.

13. LEGISLATION FOR SECOND READING

- a. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 Taylor Road SW, Reynoldsburg, Ohio, from CC Community Commerce District to R-4 Single and Two-Family Residence District, Applicant, Charles W. Warner, Jr. (First Reading May 8, 2017, Planning Commission 7/6/2017). --- Luzader. Service Committee.

ADJOURNMENT

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

President Doug Joseph called the meeting to order at 7:30 PM

PRESENT: Cotner, Long, Cicak, Luzader, Spalding, McKenzie, Joseph

ABSENT: Clemens, Skinner

Ordinances

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 0 GRAHAM ROAD, REYNOLDSBURG, OHIO, FROM R-2 SINGLE FAMILY RESIDENCE DISTRICT TO S-1 SPECIAL DISTRICT; APPLICANT MARK LARRIMER. --- Luzader. Service Committee.

Mr. Snowden: Thank you President Joseph, Council and members of the Planning Commission, I would like to address items a through c because they're all related. A representative from Truro township that will be working on their fire station on E. Main street and as part of that discussion, the legacy zoning came up. The township owns several properties at different locations. Item a. is tied to the cemetery on Graham Road that is located in the City of Reynoldsburg. This is legacy zoning which is designated by the zoning map prior to the township acquiring and using the land. The request is to re-zone this to S1 which is the same zoning designation as churches, schools and public facilities. As of right now, the R2 district, cemeteries are a prohibited use which is what it is being used for.

Mr. Cotner: What is the time frame with the new station?

Mr. Snowden: The consultant that has been retained by the township, Moody/Nolan informed me that they would be doing a site plan review and working with us on the design in the fall and there is another trustee process so approvals through 17 and breaking ground in 18.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 8/3/2017 6:00 PM
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ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 6305 E. LIVINGSTON AVENUE, REYNOLDSBURG, OHIO, FROM CC COMMUNITY COMMERCE DISTRICT TO S-1 SPECIAL DISTRICT; APPLICANT MARK LARRIMER. --- Luzader. Service Committee.

Minutes Acceptance: Minutes of Jul 10, 2017 7:30 PM (Approval of Minutes)

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 8/3/2017 6:00 PM
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ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 6900 E. MAIN STREET, REYNOLDSBURG, OHIO, FROM CS COMMUNITY SERVICES DISTRICT TO S-1 SPECIAL DISTRICT; APPLICANT MARK LARRIMER. --- Luzader. Service Committee.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 8/3/2017 6:00 PM
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ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 6269-6275 E. MAIN STREET, REYNOLDSBURG, OHIO, FROM CC- COMMUNITY COMMERCE DISTRICT TO CS COMMUNITY SERVICES DISTRICT; APPLICANT SAMMY KANAAN, AGENT FOR OWNER. --- Luzader. Service Committee.

Mr. Snowden: This was application number 178379 to the Planning and Zoning Division, 6269 E. Main Street a 1.23 acre lot whos current use is CC and the applicant is proposing to change the zoning the CS Community Services with a limited overlay. This owner has a 4 bay automotive building to the west of Brice Road. The applicant had concerns because folks had to have Special Exceptions for the automotive uses at this location. In this case the CC zoning was just a general placeholder zoning that was designated to Main Street in this area even if they were not developed. The problem is that each time the tennant changes, an applicant has to get a new Special Exception. The pupose of this process is to determine that the site is configured properly for the use. Given how the site is laid out, I don't see a value in doing a special exception each time one of these entities changes. The applicant isn't renting to a large national chain that is going to be located there for a large period of time, they're renting to folks that are getting their first permanent space. The challenge with this is that it also allows some adult uses as permitted uses as well as auto sales and the applicant is not intersted in those uses on the site. I worked with the applicant to work on a limited overlay text which lists that auto sales and sexually oriented business will continue to be a Special Exception.

Mr. Long: I believe when the gentleman originally came before Council and spoke to us he stated that he over the last year actually lost three possible tennants because those people couldn't go through the process and didn't want to wait.

Mr. Snowden: I have had at least in the last few months, 2 or 3 folks stop by and we explained the process as far as the current process. The problem is, with a space this size, this kind of turns over quickly, you might have a guy in there for a couple years, then he leaves, gets a bigger space. These are kind of like starter spaces for these automotive uses. All we're really doing is giving them auto repairs and auto services as permitted uses and restricting some of those other uses that impact the community.

Minutes Acceptance: Minutes of Jul 10, 2017 7:30 PM (Approval of Minutes)

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

Dr. McKenzie: How much faster will this process be with the change, you still have to permit, how fast is the permit?

Mr. Snowden: The Special Exception process takes approximately 2 months between the BZBA and Council hearing. The permitting process for a permitted use takes 7-10 business days at the maximum.

Mr. Joseph: Seeing no further questions we will refer these to the Planning Commission meeting on Thursday, August 3rd at 6:00 p.m.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 8/3/2017 6:00 PM
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Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Jul 10, 2017 7:30 PM (Approval of Minutes)

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

President Doug Joseph called the meeting to order at 7:42 PM

PRESENT: Cotner, Long, Cicak, Luzader, Spalding, Joseph

ABSENT: Clemens, Skinner

Public Hearing

79-17

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). --- Cotner. Finance Committee.

Mr. Harris: As we do every year this is the Tax Budget, the city will get a certificate of estimated revenue which is what we can base our budgetary process on in the fall. This is based on the increased revenue that we will get this fall and next year from the tax increase and the Mayor and I have gone over that and he's in agreement with the projections that are on here so if there are any questions I'll be more than happy to answer them.

Mr. Joseph: Any questions? We will refer this to the Finance Committee for final review.

RESULT:

REFERRED TO COMMITTEE

Next: 7/10/2017 7:45 PM

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

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

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

President Doug Joseph called the meeting to order at 8:07 PM

PRESENT: Joseph, Cotner, Long, Cicak, Luzader, Spalding

ABSENT: Clemens, Skinner

Invocation - Councilman Barth Cotner

Approval of Minutes

a. City Council – Regular Meeting – June 26, 2017

Minutes stand approved.

Approval of Agenda

Agenda stands approved.

Community Comments and Requests

Shawn Elliott, 834 Dinmont Court spoke about the Parks & Rec Department Tennis program and coach Les Somogyi. He stated that he has been looking for a sport for his eight year old daughter. She wanted to try tennis and through his coaching techniques, she loves to play tennis. They have decided to move on to tennis lessons for her and continue with the Reynoldsburg Parks & Rec tennis program because of Coach Somogyi. He said the addage they don't care how much you know, they want to know how much you care applies and feels he does a wonderful job. He wanted to make sure that Coach Somogyi got thumbs up for his work.

Communications

None

Reports

None

Motions

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. --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Jul 10, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Chris Long, At Large
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

68-17

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). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Marshall Spalding, Ward III
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

69-17

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). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

70-17

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). --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Jul 10, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Brett Luzader, Ward II
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

71-17

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). --- Cotner. Charter Review Commission.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Chris Long, At Large
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

72-17

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). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Marshall Spalding, Ward III
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

73-17

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).

Minutes Acceptance: Minutes of Jul 10, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Brett Luzader, Ward II
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

74-17

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). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

75-17

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). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Chris Long, At Large
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

76-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH THE CITY OF COLUMBUS. (FIRST READING 6/26/2017). --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Jul 10, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Marshall Spalding, Ward III
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

77-17

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). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

LEGISLATION FOR FIRST READING

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. --- Cotner. Service Department.

RESULT:	REFERRED TO COMMITTEE	Next: 7/24/2017 7:45 PM
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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. --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/24/2017 7:45 PM
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ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR DEPARTMENT AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Jul 10, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

RESULT: **REFERRED TO COMMITTEE** **Next: 7/24/2017 7:45 PM**

LEGISLATION FOR SECOND READING

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). --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 7/24/2017 7:45 PM**

LEGISLATION FOR THIRD READING

78-17

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). --- Cotner. Finance Committee.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Barth R. Cotner, At Large
SECONDER: Brett Luzader, Ward II
AYES: Cotner, Long, Cicak, Luzader, Spalding
ABSENT: Clemens, Skinner

79-17

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). --- Cotner. Finance Committee.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Barth R. Cotner, At Large
SECONDER: Stephen Cicak, Ward I
AYES: Cotner, Long, Cicak, Luzader, Spalding
ABSENT: Clemens, Skinner

80-17

Minutes Acceptance: Minutes of Jul 10, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 10, 2017

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1187.07 RESIDENTIAL APPEARANCE STANDARDS OF CHAPTER 1187 SPECIAL PROVISIONS FOR RESIDENTIAL USES. (SECOND READING 6/26/2017; PLANNING COMMISSION 6/1/2017). --- Luzader. Service Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Marshall Spalding, Ward III
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

81-17

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1183.05 STANDARDS FOR DEVELOPMENT REVIEW OF CHAPTER 1183 PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT AND SECTION 1184.05 STANDARDS FOR DEVELOPMENT REVIEW OF CHAPTER 1184 PLANNED COMMERCIAL DEVELOPMENT DISTRICT. (SECOND READING 6/26/2017; PLANNING COMMISSION 6/1/2017). --- Luzader. Service Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Chris Long, At Large
AYES:	Cotner, Long, Cicak, Luzader, Spalding
ABSENT:	Clemens, Skinner

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Jul 10, 2017 8:00 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo****DATE: July 24, 2017****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING JUNE 2017**

I am submitting monies collected from the courts held on 6/1, 6/8, 6/15, 6/22 and 6/29. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 12,736.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 19,849.00
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Sub-Total (To General Revenue Fund)		\$ 32,585.00
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Computerization Needs Fund	(#211.4510)	\$ 2,621.00
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Enforcement & Education Fund	(#293.4616)	\$ 130.00
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Sub-Total		\$ 2,751.00
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Total Amount Submitted		\$ 35,336.00
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Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 phone****Memo**

DATE: July 24, 2017**TO: City Council****CC:****RE: Stormwater Issues and Erosion in the City- Kurt Keljo, Franklin
County Soil and Water**

See Attached for Presentation

Why Provide Matching Funds for a Grant Related to Dysart Run?

Kurt Keljo

Watershed Resource Specialist



Water is Powerful



Photo by: Brian Stansberry

<https://commons.wikimedia.org/wiki/File:Pippin-road-flood-damage-tn1.jpg>

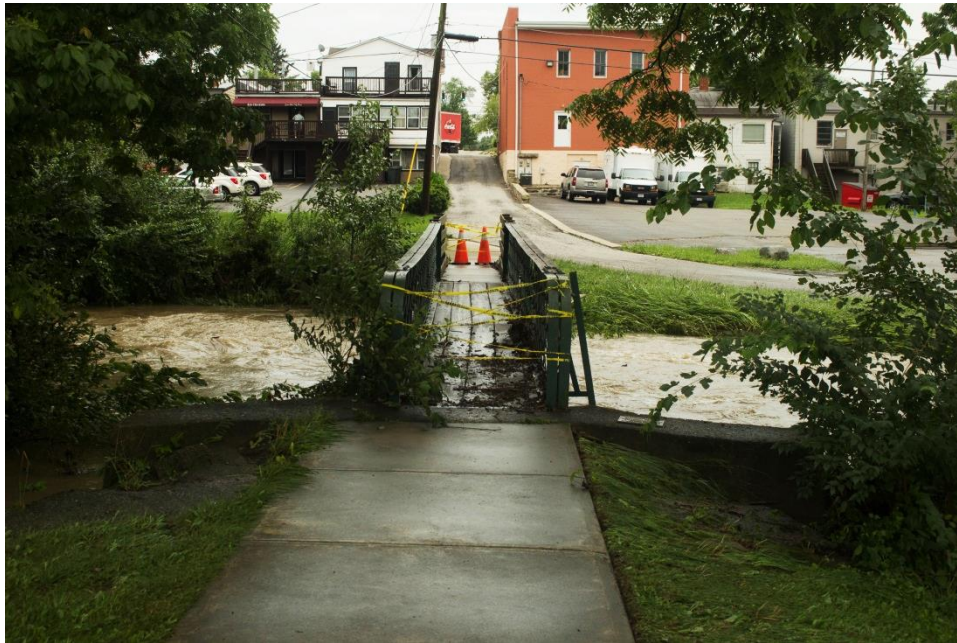


Photo by: Steve Zumwalt/FEMA

https://commons.wikimedia.org/wiki/File:Jamestown,_Colorado_Cut_Off_by_2013_Colorado_Floods.jpg

Water is Powerful

(Reynoldsburg and Surroundings)



Foot bridge damaged by recent rains



Erosion in Pine Quarry Park from a single rain event



Channel cut by stormwater



Infrastructure in channel cut by stormwater



Bank erosion (photo by Ray Lynch)

We can't control the weather.

BEULAH, Colo. (CBS4) – Several roads are washed out or covered in water due to major flooding in southern Colorado. More than 16 inches of water has fallen in the area since late March with nearly six inches in the past three days.

<http://denver.cbslocal.com/2017/05/11/southern-colorado-flooding/>

From Sept. 9 through Sept. 16, the storm dropped 17.15 inches of rain on Boulder.

http://www.dailycamera.com/news/boulder-flood/ci_24148258/boulder-county-colorado-flood-2013-survival-100-rain-100-year-flood

No way to keep up. The storm began with 58 mph wind gusts on March 21, 1913. Two days later, Easter Sunday, the rain began dumping 8 to 11 inches over a five-day-period. Two days later, with the Great Miami River rising nearly two feet an hour, the levees failed.

<http://www.mydaytondailynews.com/news/the-great-dayton-flood-1913-things-know-about-broken-levees-rescue-boats-and-lost-lives/6MzhsTtAysABc4pFACBjPL/>

The flooding was fed by days of drenching rains from what had been Tropical Storm Lee, and followed a little more than a week the dousing that Hurricane Irene gave the East Coast. In some areas of Pennsylvania, the rainfall totals hit nine inches or more, on top of what was already a relatively wet summer.

Read more:

<http://www.nbcphiladelphia.com/news/local/Wilkes-Barre-Flooding-Worse-Than-1972-Hurricane-Agnes-129545508.html#ixzz4mp0kkhP2>

We can control stormwater runoff.



Uncontrolled stormwater (Photo by: Marc Ross)



Rain garden retaining and infiltrating runoff



Basin to reduce peak storm flows



Cul de sac stormwater storage retrofit

Dysart Run is a problem for Reynoldsburg.

- There is too much stormwater runoff entering Dysart Run.
- Three properties in Reynoldsburg are immediately threatened.
- Approximately \$2.7 million are or could be threatened by the creek.
(based on 2012 data from auditor's website)
- Water quality has deteriorated.
- It contributes to high flows in the mainstem of Blacklick Creek.

What are others doing to fix the problem?

- Columbus has retrofitted the only stormwater basin on public land (\$30,000 grant match).
- A homeowners' association in Columbus put in \$15,000 of stormwater controls.
- Meijer is undertaking a significant stormwater retrofit in its parking lot.
- Pataskala is considering options for retrofitting stormwater basins and addressing potential impacts of future development.

What could Reynoldsburg do?

- Provide a \$30,000 match for a grant that has already been awarded, pending matching fund approval

What would the grant accomplish?

- **Fund a study that would lay the foundation required to guide upstream stormwater control projects**
- Provide the information needed to raise the \$500,000 to \$2.3 million that will need to be found outside of Reynoldsburg for stormwater control projects
- Implement a water quality improvement project on Dysart Run
- Leverage \$48,265 for the water quality improvement project
- Demonstrate Reynoldsburg's commitment to helping address issues in Dysart Run

Funding the study that would be undertaken under this grant is the only thing Reynoldsburg can do to help address the excessive stormwater runoff in Dysart Run in a significant way.

Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 phone****Memo**

DATE: July 24, 2017**TO: City Council****CC:****RE: Key 2018 Capital Improvement Projects- Bill Sampson & Ryan
Andrews**

See attached presentation



REYNOLDSBURG ROADWAY CIP

Bill Sampson, Service Director
Ryan Andrews, EMH&T





Planned 2018 Projects

PROJECT	ESTIMATED COST
Baldwin Road and Woodsedge Drive Reconstruction (Companion Water Main Replacement Project - \$510,000)	\$1,455,000
Jackson Street Reconstruction and On-street Parking	\$1,335,000
Rodebaugh Road "S" Curve Improvement (Partnership with Truro Twp.)	\$50,000
Civic Park Parking Lot Pavement and Drainage Improvement	\$340,000
Huber Park Parking Lot Pavement Improvement	\$290,000
Residential Street Resurfacing (Streets TBD)	\$330,000
TOTAL	\$3,800,000





2018 Roadway Project Schedule

- Survey and Engineering – September 2017 Through January 2018
- Bidding – January or February of 2018
- Construction – April to October of 2018





OPWC APPLICATION – Waggoner Road

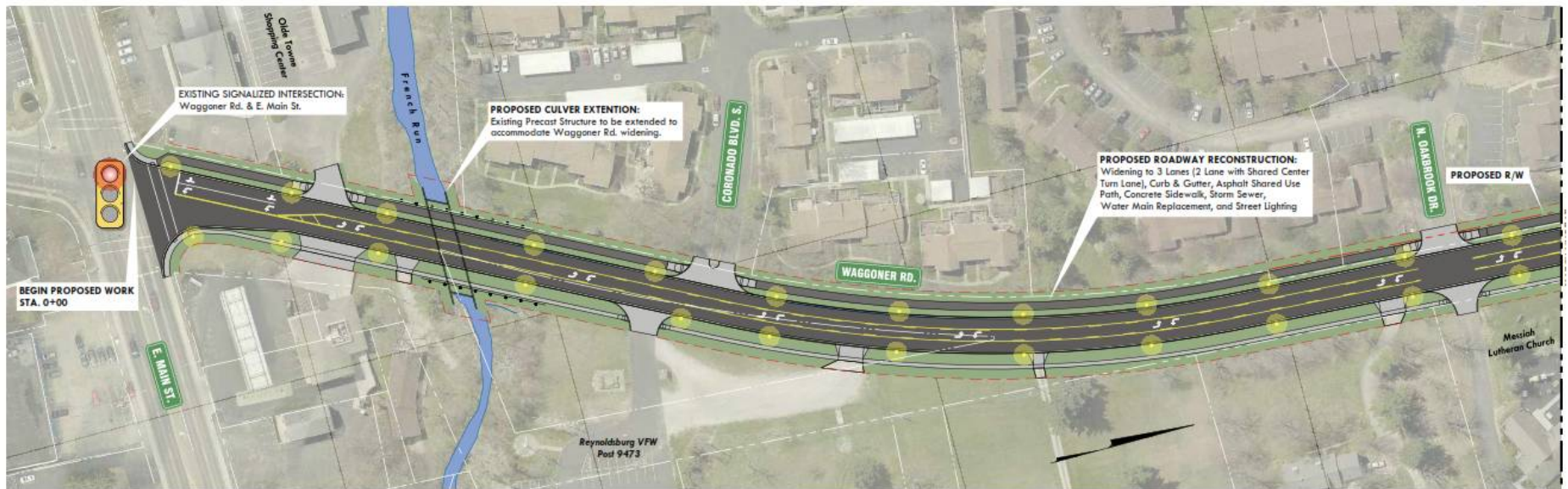
- Project Limits – East Main Street to Priestly Drive (Approx. 4,400 linear feet)
- Project Components
 - Reconstruction and Widening of the Roadway
 - Curb & Gutter and Storm Sewer System
 - Asphalt Leisure Path and Sidewalk with ADA Ramps
 - Street Lighting
 - Enhanced Pedestrian Crossing
 - Replace Existing Water Main





Waggoner Road Improvements

Sheet 1 of 3





Waggoner Road Improvements

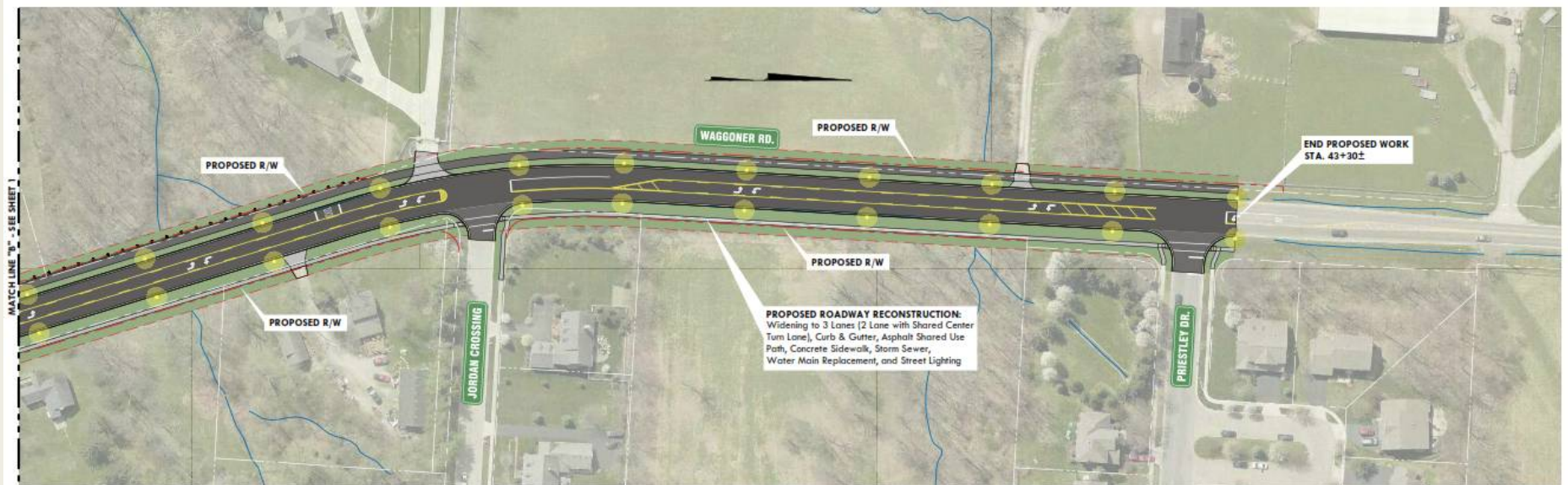
Sheet 2 of 3





Waggoner Road Improvements

Sheet 3 of 3





OPWC Process & Schedule

- Application is due to the District 3 Public Works Integrating Committee on 9/11/17
 - City will host a public involvement meeting prior to submitting
 - Resolution authorizing Mayor to submit the application must be passed
- Project scoring and funding decisions on 12/15/17
- Funding becomes available to the City on 7/10/18
- Engineering Phase – 7/18 – 3/19
- Construction Phase – 4/19 – 11/19



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

DATE: July 24, 2017**TO: Service Committee****RE: MOTION THAT THE REYNOLDSBURG DEPARTMENT OF
PUBLIC SERVICE BE AND IS HEREBY AUTHORIZED AND
DIRECTED TO ADVERTISE FOR STATEMENTS OF
QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT
SERVICES**

Emergency/Suspension: Emergency

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

Statement of necessity: To have the firm under contract by November 1, 2017.

The Construction Manager will be chosen based on qualifications, and the entire operation will be centralized under a single contract. The Architect and the Construction Manager will work together in order to cultivate and assay the design. Then the Construction Manager will give the City of Reynoldsburg a Guaranteed Maximum price, and will coordinate all subcontract work. The advertisement is attached.

**Request for Qualifications (RFQ)
For
Construction Management Services
For The
City of Reynoldsburg Community Center Project**

The **City of Reynoldsburg (City)** is requesting qualification statements from professional contracting firms for the purpose of providing Construction Management Services for the

City of Reynoldsburg Community Center Project

The City intends to construct a new Community Center, which will be owned by the City and operated by the YMCA, on the north end of Huber Park in Reynoldsburg, Ohio. This new facility will be located on approximately ten (10) acres of property and consist of an approximately 52,000 square-foot, two-story facility to include administrative offices, community rooms, a fitness center, a full gymnasium, an indoor and outdoor aquatic center (outdoor center approximately 22,000 square feet), a large parking area (approximately 300 parking spaces); as well as an additional space for potential tenant partners (8,000 square feet).

The Construction Manager will be chosen based on qualifications, and the entire operation will be centralized under a single contract. The Architect and the Construction Manager will work together in order to cultivate and assay the design. Then the Construction Manager will give the City of Reynoldsburg a Guaranteed Maximum price, and will coordinate all subcontract work.

The delivery method for the project is "Construction Manager at Risk" (CMAR). The estimated construction budget for this Project is \$20,000,000 - \$25,000,000.

A site visit is scheduled for Thursday, August 3, 2017 at 9:30am. We will meet at the Reynoldsburg Senior Citizens Center, 1520 Davidson Drive, Reynoldsburg, Ohio 43068.

The Request for Qualifications (RFQ) package can be obtained on the City of Reynoldsburg Service Department website:

www.ci.reynoldsburg.oh.us/departments/service-department

Eight (8) individual copies of the proposal should be submitted no later than **Tuesday, August 15, 2017, at 4:00 PM, Local Time**, to the attention of:

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

The outside of the envelope or box should be clearly marked: **"Proposal for Construction Management Services for the City of Reynoldsburg Community Center Project"**

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

DATE: July 24, 2017**TO: City Council****RE: MOTION TO RECESS THE MONTH OF AUGUST.**

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

DATE: July 24, 2017**TO: City Council****RE:** THAT WHILE COUNCIL IS IN RECESS FOR THE MONTH OF AUGUST, 2016, THE CLERK OF COUNCIL BE AND IS HEREBY AUTHORIZED AND DIRECTED TO RETURN ANY LIQUOR PERMIT REQUESTS RECEIVED, MARKING THEM 'WITHOUT A REQUEST FOR HEARING', AS LONG AS THE REYNOLDSBURG POLICE DEPARTMENT FINDS NO REASON FOR A HEARING. IF A HEARING IS REQUIRED, A SPECIAL MEETING OF COUNCIL WILL BE CALLED.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****RESOLUTION REQUEST**

DATE: July 24, 2017

TO: Community Development Committee

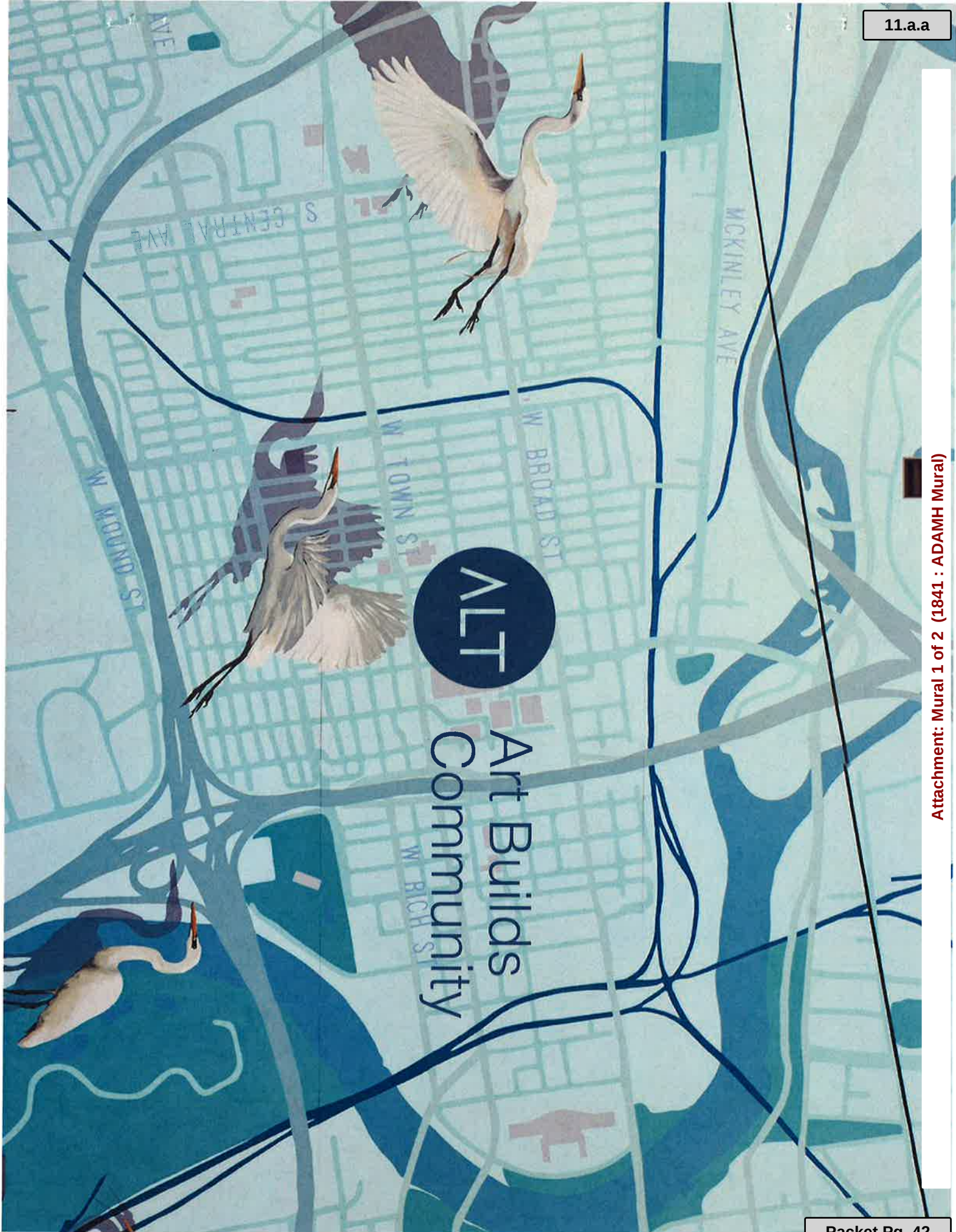
RE: RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT/AGREEMENT BETWEEN THE CITY OF REYNOLDSBURG AND ALCOHOL, DRUG AND MENTAL HEALTH BOARD (ADAMH) OF FRANKLIN COUNTY AND ALTERNATIVE TO CREATE, DESIGN AND IMPLEMENT A MURAL FOR THE CITY OF REYNOLDSBURG AND DECLARING AN EMERGENCY. PLEASE SEE ATTACHED DOCUMENTATION.

Emergency/Suspension: Emergency

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

Request authorization for Mayor to enter into to an agreement with ADAMH and ALternative for a mural in the City of Reynoldsburg and declaring an emergency.

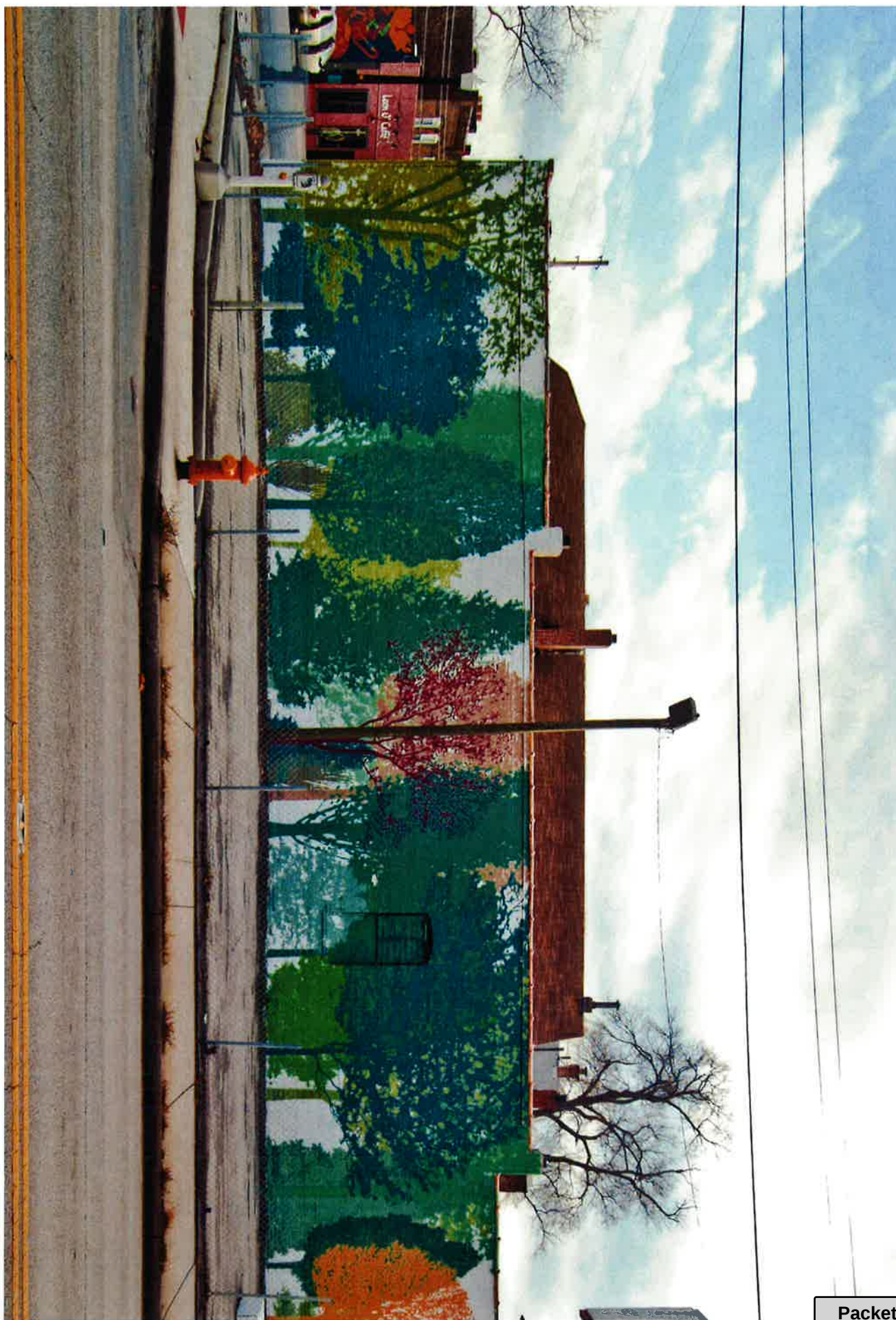
Request authorization for Mayor to enter into an agreement with ADAMH and ALternative for a mural in the City of Reynoldsburg and declaring an emergency.



Attachment: Mural 1 of 2 (1841 : ADAMH Mural)

Contents

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Volunteering	
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SoHud Tree Mural 2.0	
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Vision & Plans	30



History & Summary

Founded in 2011, ALT was inspired by our experience designing the SoHud Tree mural in Old North Columbus, an anti-graffiti project led by Wild Goose Creative, a community arts organization. Since then, co-founders Eliza Ho and Tim Lai have worked with different groups and artists to create ten more murals in Central Ohio.

These murals have grown to become visual statements and landmarks of neighborhoods in Columbus, Dublin, Gahanna, and Westerville. Through the process of creating murals together with the community, we help connect neighbors, groups, and individuals and nurture their sense of belonging.



Left: SoHud Tree Mural, 2011

Time-line and Development

SoHud Tree Mural



2011

Mural on Main Street



2013

2012

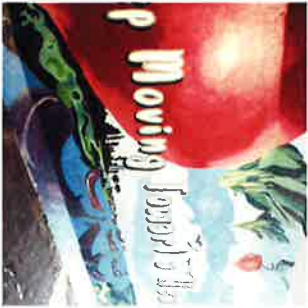
Ohio Birds Mural



Gahanna History Mural



Dublin Mural in Tunnel



Mid-Ohio Foodbank Mural



2015

2014

Westerville Mural on Path



SoHud Tree Mural 2.0



2016

Whitehall Victory Mural



Franklinton Soars Mural



Community Engagement

“Community doesn’t happen overnight. So does mural art. Both need passion, support, and participation from individuals who live, work and play in the neighborhood.”

Opposite: Franklinton Community Workshop, 2016





p8 | All Together: Art Builds Community

Attachment: Mural 1 of 2 (1841 : ADAMH Mural)

Public Meetings

We kick off our mural projects with public meetings. Stakeholders, community leaders, and residents are invited to bring their thoughts and ideas to share at the meeting. Their inputs become the basis of the design concepts we later create.

Left: Westerville Community Meeting, 2014



Volunteers

“You gotta own it.”

Murals painted by the community will be loved and protected. We make it accessible for people of all ages and backgrounds to participate. A paint-by-number method requires no prerequisite of art training or talents from volunteers. The simple act of painting something beautiful together for the neighborhood empowers our volunteers.

Opposite: Whitehall Community Painting Day, 2016



Attachment: Mural 1 of 2 (1841 : ADAMH Mural)



Community Bonds

“I see my neighbors almost everyday but I don't get to talk with them.”

Community paint days bring community members together for a great cause. The many conversations they have while painting the mural spark relationships, promote mutual understanding, and create feeling of belonging to the community.

Opposite: Dublin Community Paint Day, 2015

Legacy

Murals are permanent public artworks to be enjoyed by all. They create a common ground with which neighbors share.





Whitehall Victory Mural, 2016 ALTogether Mural Book 2016 | p.15

Neighborhood Pride

Murals are visual statement of values community members share. They help define a neighborhood's identity.

Opposite: Franklinton Soars Mural Celebration 2016



Attachment: Mural 1 of 2 (1841 : ADAMH Mural)



Catalyst for Change

The mural creation process empowers a neighborhood for positive change. It can lead to other improvements, big or small. Murals created by the community reminds its members that they can make a difference to their own lives, their families, and their neighborhoods.

Opposite: Ohio Birds Mural, 2013

Selected Projects

Franklinton Soars

In the heart of Franklinton, we created a 2-story high mural on the building at 1160 West Broad Street, home of Lower Lights Christian Health Center. The mural design is inspired by residents' pride and ownership of the neighborhood. Featuring a great egret from perching in the water to taking flight and flying over a map of the Franklinton area, the mural personifies the neighborhood's rebirth and revival.

Residents and businesses embraced the opportunity to volunteer. Members from Gladden Community House, Kaufman Development, Department of Developmental Disabilities, Homeless Families Foundation, NBBJ and Tim Lai Architect helped paint the mural under the guidance of lead artist, Jeremy Wood and three student artists. This project is funded by ADAMH Board of Franklin County.



ALtogether Mural Book 2016 | p21

Attachment: Mural 1 of 2 (1841 : ADAMH Mural)

Attachment: Mural 1 of 2 (1841 : ADAMH Mural)





Attachment: Mural 1 of 2 (1841 : ADAMH Mural)



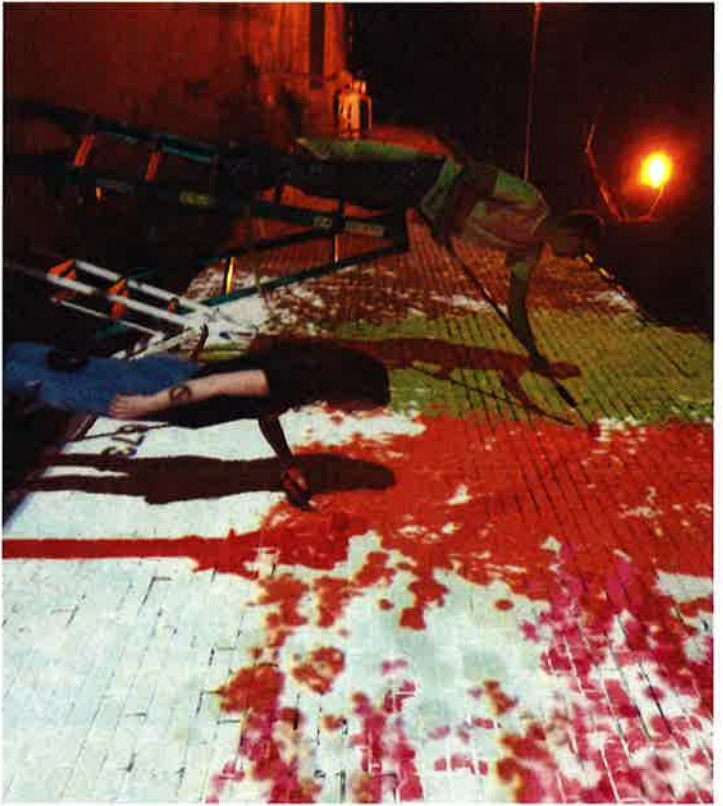
Selected Projects

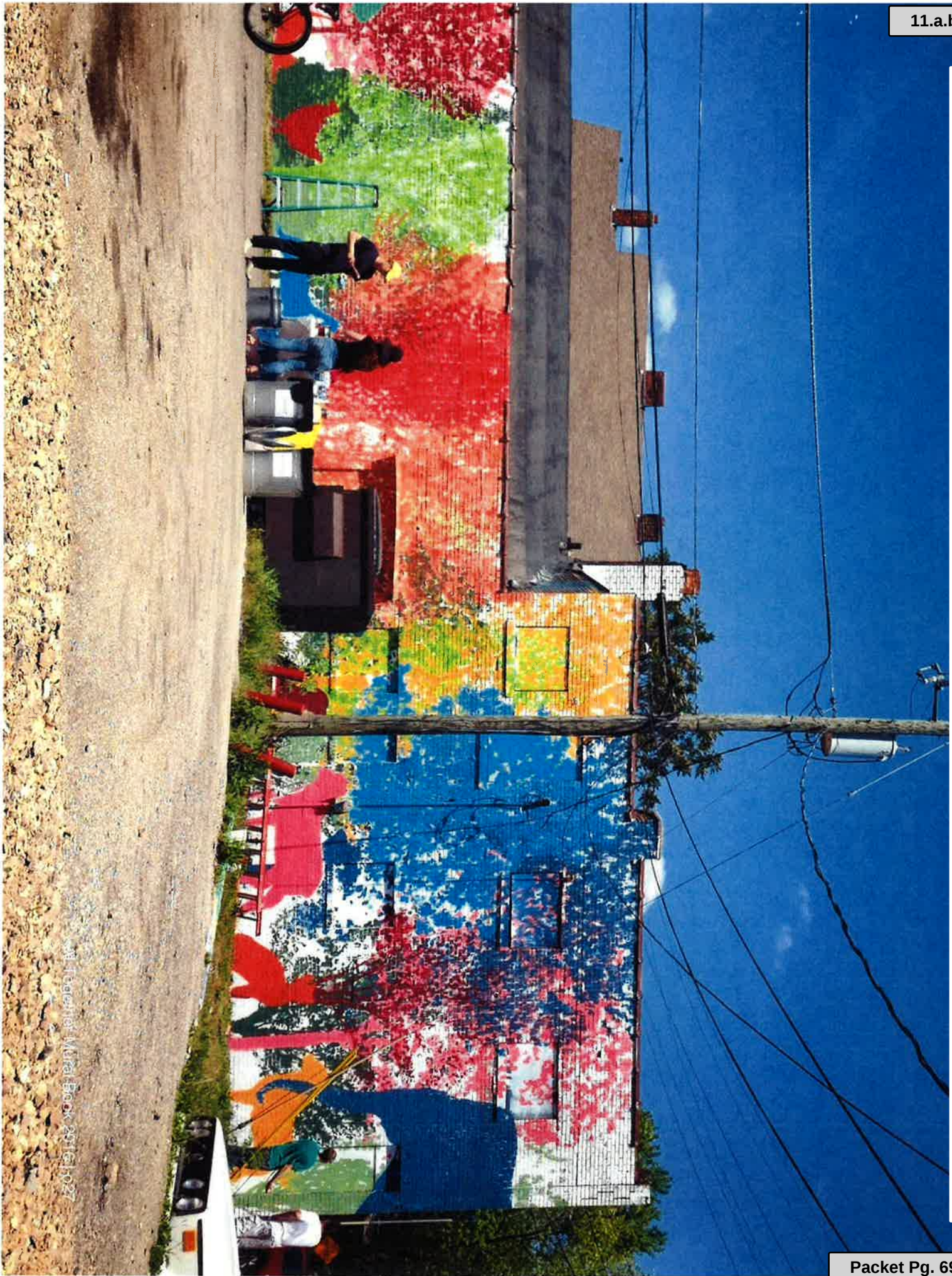
SoHud 2.0

A sequel of the original SoHud Tree Mural on Hudson Street in Old North, SoHud 2.0 continues the theme of an urban oasis. Adding to a sea of trees of colorful foliage, animals of all kinds are seen roaming and residing in this fantastic forest, visualizing the ideas of diversity and cohabitation. The two murals are well-loved by neighbors and together they have become a local landmark, welcoming visitors to the neighborhood.

More than 60 volunteers helped prime the walls and paint the mural. A neighborhood-wide celebration with music and food was held in front of the two murals. The project is made possible by funding from Neighborhood Partnership Grants and Coalition for a Non-violent Columbus Neighborhood Grant.







Sample Project Time-line

Sample Project Timeline		December	January	February	March	April	May
Phases							
1 Project Startup							
	Identifying location						
	Site survey						
	Securing building owner agreement						
	Reaching out to neighborhood partners						
	Project planning meeting						
	Area commission presentation (introduction to project)						
2 Logistics Planning							
	Reaching out to potential donors						
	Finalizing mural budget						
	Securing funding						
3 Mural Design & Community Coordination							
	Public meeting						
	Creating conceptual design options						
	Call for artists						
	Artist selection						
	Recruiting volunteers from community						
	Area commission presentation (conceptual design)						
	Columbus Art Commission application & hearing						
4 Community Engagement & Mural Painting							
	Site Preparation						
	Community prirnday/ paint day						
5 Celebration							
	Mural completion celebration						

Vision & Plans

ALT strives to create an inspiring, inclusive and inviting Columbus through public murals. Uniting forces from the community, we create murals that are made by the people and for the people. Beautiful and meaningful murals are our means and goals. Through the process of creating a mural, we bring forth the opportunity with which people of all ages and of any cultural backgrounds work together, begin conversations, and develop relationships. The finished murals become community assets that continue to nurture a sense of place, bring neighbors together, and encourage positive change.

In the next five years, we hope to create fifteen more murals in different neighborhoods in Columbus. Groups from Parsons Avenue and Marion Franklin area have already made contact with us about planning for a mural in their neighborhoods. We want to extent our reach also to neighborhoods such as King-Lincoln, Linden, Hilltop and Westgate, among others.



Attachment: mural 2 of 2 (1841 : ADAMH Mural)



Board of Trustees

Rory McGuiness *Chair*

Peggy Anderson *Vice Chair*

Damon Muldoon *Treasurer*

Sharon McCloy– Reichard *Secretary*

Carol Anderson

Derek Anderson

Audrey Begun

Scott Doran

Karri Dosmann

Bipender Jindal

Mary Ann Krauss

Irma Philips– Carmichael, Ph.D.

Ann Seren

Ron Waters

A Healthy Community Starts with You!



Mural Overview

Bringing communities together for health



ADAMH
447 East Broad Street
Columbus, OH 43215
614-224-1057

adamhfranklin.org



@ADAMHBoardofFranklinCounty

Attachment: ADAMH Murals Summary Brochure (1841 : ADAMH Mural)

ADAMH Murals

History

In 2013, the Alcohol, Drug and Mental Health (ADAMH) Board of Franklin County started investing partnerships with neighborhoods countywide for public murals to engage and educate the public about overall health and wellness, including mental health.

Each mural is a reflection of its location and the unique thoughts residents associate with wellness. ADAMH continues to seek out opportunities to collaborate with both urban and suburban areas about what these things mean to them.

ADAMH teams up with architectural firm ALternative to evaluate the creative po-



11.a.c

Treatment Works. Recovery Happens.



tential of each space, solicit community input, design and complete the mural. The Board strives to showcase the diversity of each community with an emphasis on resident involvement throughout the process.

Residents are asked to share ideas for the mural and to join in the fun of community paint days. ADAMH considers its annual mural projects to be part of its ongoing community education efforts to address mental health in a larger sense of well-being for everyone and reduce stigma.

ADAMH is excited about the development of disseminating one mural a year through 2020.



Past Murals:

2016: Franklinton Mural on Broad is on the east-facing wall of Columbus Lower Lights Christian Health Center, 1160 W. Broad St., Columbus

2015: Dublin Tunnel Mural is located in the Brandonway Bike Tunnel near Bailey Elementary School, 4900 Brandonway Dr., Dublin.

2014: Westerville Mural on the Path was installed on the storage shed walls of Cellar Lumber located, 137 E. College Road, Westerville.

2013: Mural on Main painted on the walls of Community for New Directions, 993 E. Main St., Columbus.

Contact Us:

If you are interested in learning more about ADAMH's mural program and bringing it to your community, please contact Aimee Shadwick, ADAMH Public Affairs Director, at 614.633.1111.

Packet Pg. 75

Reynoldsburg Mural Timeline		May	June	July	August	September	October
Phases							
1 Project Startup							
Identifying location							
Site survey							
Project description & timeline present to Council							
Building owner agreement							
Steering committee meeting 1							
2 Community Engagement							
Presentations at summer camps							
Promotion booth at farmers' market							
Steering committee meeting 2							
Promoting community meeting via postcards/ flyers							
Booth at food truck festival							
3 Mural Design & Community Coordination							
Community meeting							
Mural design options							
Steering committee meeting 3							
Assembling artist team							
Recruiting volunteers from community							
Mural design approval							
Mural execution plan							
Booth at Tomato Festival							
4 Mural Painting							
Printing volunteer t-shirts							
Site preparation							
Community paint days							
5 Celebration							
Mural reveal celebration							

Rory McGuinness, Chair
 Peggy Anderson, Vice Chair
 Damon Muldoon, Treasurer
 Sharon McCloy-Reichard, Secretary

David A. Royer, CEO

Africentric Personal Development Shop, Inc.
 Alvis
 Amethyst, Inc.
 Buckeye Ranch
 Central Ohio Area Agency on Aging
 CHOICES for Victims of Domestic Violence
 Columbus Area Integrated Health Services, Inc.
 Columbus Public Health
 Columbus Urban League
 Community for New Direction
 Community Housing Network
 CompDrug/Youth to Youth
 Concord Counseling Services
 COVA
 Directions for Youth & Families
 HandsOn Central Ohio
 House of Hope, Inc.
 Huckleberry House
 Maryhaven
 Mental Health America of Franklin County, Inc.
 NAMI Franklin County
 National Church Residences
 Nationwide Children's Hospital Behavioral Health Services
 Netcare Access
 North Central Mental Health Services, Inc.
 North Community Counseling Centers
 Ohio Guidestone
 Schottenstein Chabad House Friendship Circle
 Southeast, Inc.
 St. Vincent Family Centers
 Syntero
 The Heritage of Hannah Neil
 The Ohio State University Medical Wexner Center
 The P.E.E.R. Center
 The Village Network
 Twin Valley Behavioral Healthcare
 Urban Minority Alcoholism & Drug Abuse Outreach Program of Franklin County, Inc.



May 22, 2017

Donna Baumann, Director
 City of Reynoldsburg Parks & Recreation
 7232 E. Main Street
 Reynoldsburg, Ohio 43068

Dear Donna:

The ADAMH Board of Franklin County, in partnership with ALternative, is excited to work with the City of Reynoldsburg on our 2017 mural.

Community mural projects have a proven record of strengthening community connections. Each mural is a reflection of its location and the unique thoughts residents associate with wellness.

The planning process for this mural will provide an open forum for community members to voice their pride for their neighborhood and any concerns they may have. The goal of this project is to spur community renewal by communicating the vision, core ideas, and values of the community behavioral health system by working with community members to design and paint a mural and share anti-stigma messaging.

Funding for this project will be provided by ADAMH. ADAMH also commits to the following:

- Coordinate speaking engagements with the community to share information about ADAMH and the mural project
- Secure additional material donations if needed
- Collaborate to plan, schedule and promote community meetings to discuss conceptual design
- Collaborate to coordinate community paint days where community members help to paint the mural
- Engage community media outlets for promoting the mural and partner organizations
- Coordinate the Community Celebration / Mural Reveal Event

Attachment: ADAMH Letter of Interest to Reynoldsburg (1841 : ADAMH Mural)

May 22, 2017
Page 2

Our next step will be to receive a commitment on the space for the mural so that we can start the process for a contract and meet with the planning committee. As you know, we prefer the space on the city hall building for visibility and community access.

I'm attaching a brochure that provides more information about the ADAMH mural program and proposed timeline for completing the mural project by fall.

Please contact me if you have any questions. We look forward to working with you in the next few months!

Thank you.



Mackenzie Betts
Public Information Officer

cc: Eliza Ho, ALternative

Attachments

Attachment: ADAMH Letter of Interest to Reynoldsburg (1841 : ADAMH Mural)

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 ACCEPTING AN UNRECORDED DEED OF
EASEMENT (0.008 ACRE STORM WATER EASEMENT) FROM
JENNIFER R. PAUGH AND CHAD W. DAVIDSON AND
DECLARING AN EMERGENCY**

Emergency/Suspension: Emergency

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

Statement of necessity: Construction slated to begin in July/August

Includes the right, at all times, of ingress to and egress from Lot 67, and the reasonable right to use the premises parallel to and adjoining the boundaries of Lot 67 for the operation and maintenance of the storm sewer line.

DEED OF EASEMENT – STORM SEWER

KNOW ALL MEN BY THESE PRESENTS that Jennifer R. Paugh and Chad W. Davidson (hereinafter referred to as “Grantors”), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, a municipal corporation in the Counties of Franklin, Fairfield and Licking, State of Ohio, (hereinafter referred to as “Grantee”), the receipt of which is hereby acknowledged, do hereby grant to Grantee, a right of way and easement to construct, reconstruct, replace, operate, maintain and repair at any time or times hereafter, a Storm Sewer Culvert over, across, through and upon a parcel of land, situated in the City of Reynoldsburg, County of Licking, State of Ohio, more fully described in the attached Exhibit “A”.

See Legal Description Attached Hereto as Exhibit “A” and Made a Part Hereof

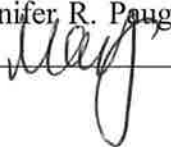
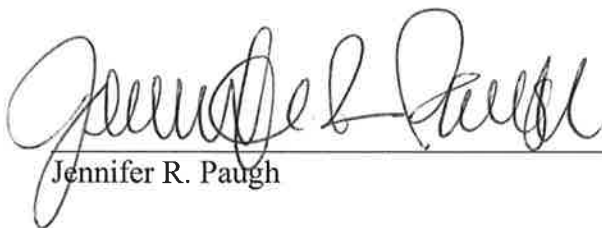
Prior Instrument Reference: I.N. 200306300029480

Said grant includes the right, at all times, of ingress to and egress from said parcel, and the reasonable right to use the premises parallel to and adjoining the boundaries of said parcel for the operation and maintenance of the storm sewer line.

All provisions hereof shall inure to the benefit of and be enforceable by and against the respective successors and assigns of Grantors and Grantee.

IN ACKNOWLEDGEMENT WHEREOF:

Jennifer R. Paugh and Chad W. Davidson, represent that their signatures on this 23 day of May, 2017 are their free act and deed.

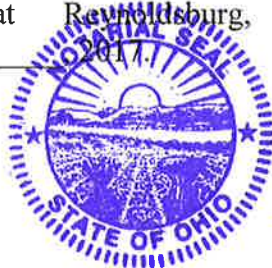
Jennifer R. Paugh


 Chad W. Davidson

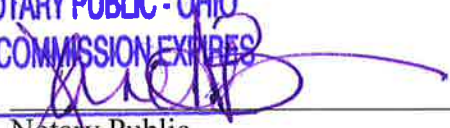
STATE OF OHIO
 COUNTY OF Franklin ss:

Before me, a Notary Public in and for the County and State, personally appeared Jennifer R. Paugh and Chad W. Davidson, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal at Reynoldsburg, Ohio on this 30th day of

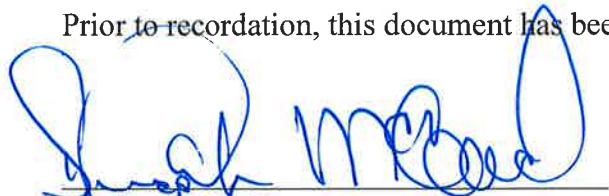
May

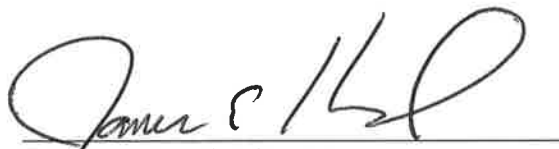


JANE A. BLUVOL
 NOTARY PUBLIC - OHIO
 MY COMMISSION EXPIRES


 Notary Public
 My Commission Expires May 24, 2021

Prior to recordation, this document has been approved by:


 Bradley A. McCloud, Mayor


 James E. Hood, City Attorney

Instrument prepared by: Matthew R. Roth, Reynoldsburg Assistant City Attorney, 7232 E. Main Street, Reynoldsburg, OH 43068

Attachment: Signed Easement - 1339 Creekside (Paugh) (82-17 : Deed of Easement - Storm Sewer - Lot 67)

**PERMANENT EASEMENT
0.008 ACRE**

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, Section 17, Township 16, Range 20, Refugee Lands, being on, over and across Lot 67 of that subdivision entitled "Cobblestone Run Section 2", of record in Plat Book 11, Page 64 as conveyed to Jennifer R. Paugh and Chad W. Davidson by deed of record in Instrument Number 200306300029480 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning at the westerly common corner of said Lot 67 and Lot 68 of said "Cobblestone Run Section 2", in the easterly right-of-way line of Creekside Place;

thence North 55° 24' 38" East, with the line common to said Lots 67 and 68, a distance of 25.00 feet to a point;

thence South 34° 55' 52" East, across said Lot 67, a distance of 13.04 feet to a point;

thence South 55° 04' 08" West, continuing across said Lot 67, a distance of 25.56 feet to said easterly right-of-way line, the westerly line of said Lot 67;

thence with said easterly right-of-way line, said westerly line, with the arc of a curve to the left, having a central angle of 04° 12' 06", a radius of 180.00 feet, an arc length of 13.20 feet, a chord bearing of North 32° 29' 18" West and chord distance of 13.20 feet to the *Point of Beginning*, containing 0.008 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069

Date

JCD:mm
0_008 ac 20161321-VS-ESMT-PERM-02.doc

John C. Dodgion 04/11/2017
★
DOCK
SURVEYOR

Attachment: Signed Easement - 1339 Creekside (Paugh) (82-17 : Deed of Easement - Storm Sewer - Lot 67)



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

PERMANENT EASEMENT

SECTION 17, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF LICKING, STATE OF OHIO

Date: March 29, 2017

Scale: 1" = 30'

Job No: 2016-1321



GRAPHIC SCALE (in feet)

LOT 68

JENNIFER A. MATHIAS, TRUSTEE
I.N. 201404280007507

JENNIFER R. PAUGH AND
CHAD W. DAVIDSON
I.N. 200306300029480

COBBLESTONE RUN SECTION 2
P.B. 11, P. 64
LOT 67

By John C. Dodgion
John C. Dodgion
Professional Surveyor No. 8069

04/11/2017
Date

J:\20161321\DWG\04SHEETS\EASEMENTS\20161321-VS-ESMT-PERM-02.DWG plotted by MAGERS, MARCUS on 3/29/2017 11:07:14 AM last saved by MMAGERS on 3/29/2017 11:06:55 AM
Xrefs:

ORDINANCE NO. 82-17PASSED: July 24, 2017

ORDINANCE ACCEPTING AN UNRECORDED DEED OF EASEMENT (0.008 Acre Storm Water Easement) FROM JENNIFER R. PAUGH AND CHAD W. DAVIDSON AND DECLARING AN EMERGENCY.

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

SECTION 1. That the following unrecorded Deed of Easement (.008 acre storm water easement) from Jennifer R. Paugh and Chad W. Davidson, be and are hereby accepted:

See Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for acceptance allowing construction; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud
Bradley L. McCloud, Mayor

DATE 7/25/17

CERTIFICATE

I, April L. Beggerow, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Resolution No. 82-17 as passed by Council of said City on the 24th day of July, 2017, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

Attachment: 82-17 Accepting Deed of Easement Paugh Davidson (82-17 : Deed of Easement - Storm Sewer - Lot 67)

DEED OF EASEMENT – STORM SEWER

KNOW ALL MEN BY THESE PRESENTS that Jennifer R. Paugh and Chad W. Davidson (hereinafter referred to as "Grantors"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, a municipal corporation in the Counties of Franklin, Fairfield and Licking, State of Ohio, (hereinafter referred to as "Grantee"), the receipt of which is hereby acknowledged, do hereby grant to Grantee, a right of way and easement to construct, reconstruct, replace, operate, maintain and repair at any time or times hereafter, a Storm Sewer Culvert over, across, through and upon a parcel of land, situated in the City of Reynoldsburg, County of Licking, State of Ohio, more fully described in the attached Exhibit "A".

See Legal Description Attached Hereto as Exhibit "A" and Made a Part Hereof

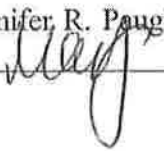
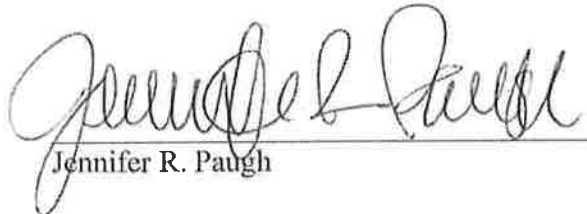
Prior Instrument Reference: I.N. 200306300029480

Said grant includes the right, at all times, of ingress to and egress from said parcel, and the reasonable right to use the premises parallel to and adjoining the boundaries of said parcel for the operation and maintenance of the storm sewer line.

All provisions hereof shall inure to the benefit of and be enforceable by and against the respective successors and assigns of Grantors and Grantee.

IN ACKNOWLEDGEMENT WHEREOF:

Jennifer R. Paugh and Chad W. Davidson, represent that their signatures on this 23 day of May, 2017 are their free act and deed.

Jennifer R. Paugh


Chad W. Davidson

STATE OF OHIO
COUNTY OF Franklin ss:

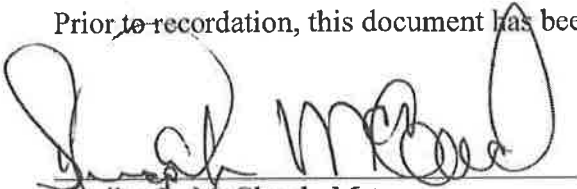
Before me, a Notary Public in and for the County and State, personally appeared Jennifer R. Paugh and Chad W. Davidson, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal at Reynoldsburg, Ohio on this 30th day of May

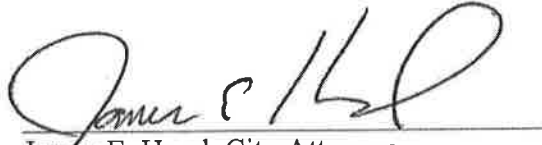


JANE A BLUVOL
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES

Notary Public
My Commission Expires May 24, 2021

Prior to recordation, this document has been approved by:


Bradley J. McCloud, Mayor


James E. Hood, City Attorney

Instrument prepared by: Matthew R. Roth, Reynoldsburg Assistant City Attorney, 7232 E. Main Street, Reynoldsburg, OH 43068

**PERMANENT EASEMENT
0.008 ACRE**

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, Section 17, Township 16, Range 20, Refugee Lands, being on, over and across Lot 67 of that subdivision entitled "Cobblestone Run Section 2", of record in Plat Book 11, Page 64 as conveyed to Jennifer R. Paugh and Chad W. Davidson by deed of record in Instrument Number 200306300029480 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning at the westerly common corner of said Lot 67 and Lot 68 of said "Cobblestone Run Section 2", in the easterly right-of-way line of Creekside Place;

thence North 55° 24' 38" East, with the line common to said Lots 67 and 68, a distance of 25.00 feet to a point;

thence South 34° 55' 52" East, across said Lot 67, a distance of 13.04 feet to a point;

thence South 55° 04' 08" West, continuing across said Lot 67, a distance of 25.56 feet to said easterly right-of-way line, the westerly line of said Lot 67;

thence with said easterly right-of-way line, said westerly line, with the arc of a curve to the left, having a central angle of 04° 12' 06", a radius of 180.00 feet, an arc length of 13.20 feet, a chord bearing of North 32° 29' 18" West and chord distance of 13.20 feet to the *Point of Beginning*, containing 0.008 acre of land, more or less.

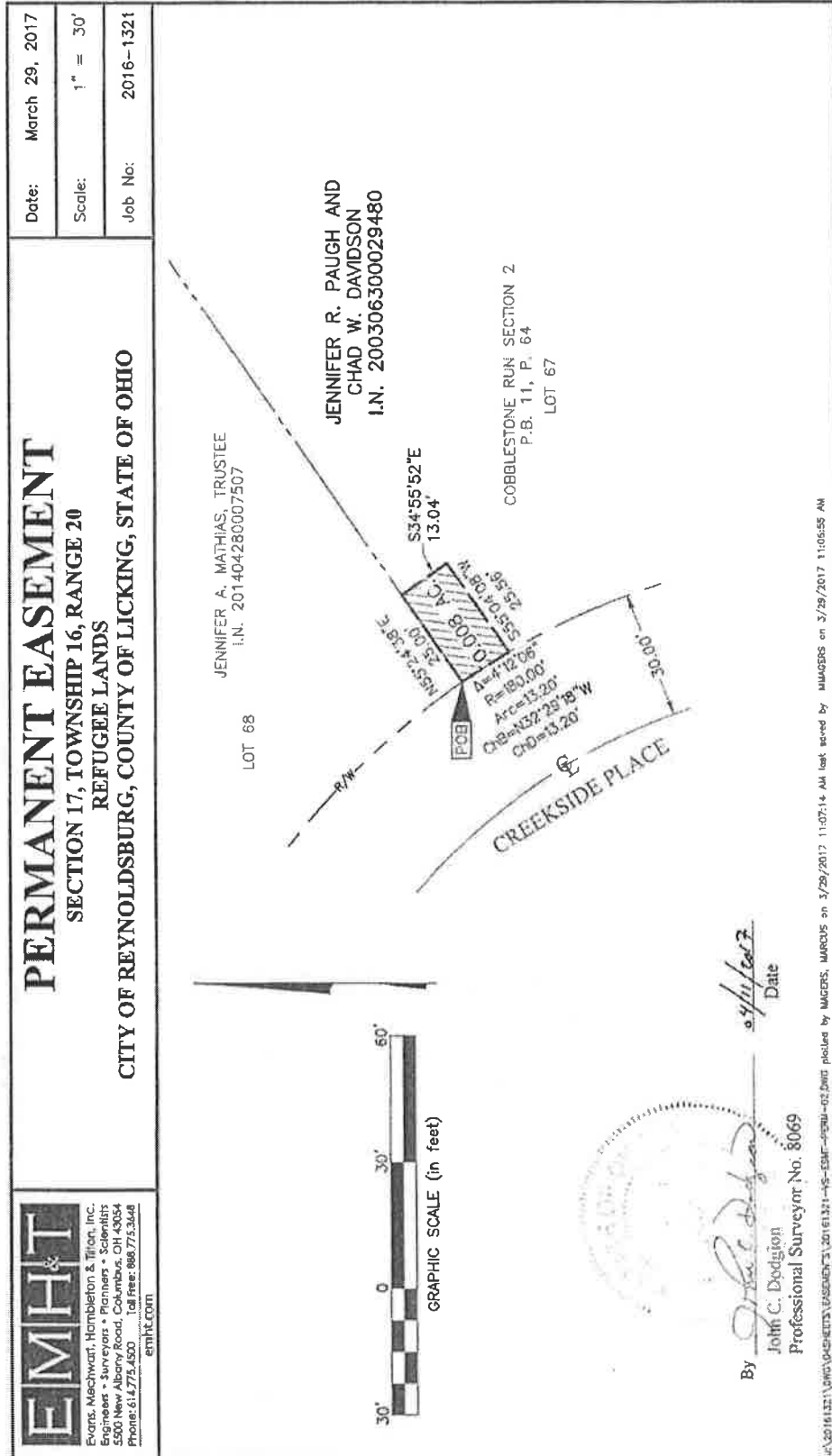
EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8D69

Date

JCD:mmm
0_008 ac 20161321-VS-ESMT-PERM-02.doc

Attachment: 82-17 Accepting Deed of Easement Paugh Davidson (82-17 : Deed of Easement - Storm Sewer - Lot 67)



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 ACCEPTING AN UNRECORDED DEED OF
EASEMENT (0.010 ACRE STORM WATER EASEMENT) FROM
WILLIAM WILLIS AND MAGDALENA KUSAKOVA AND
DECLARING AN EMERGENCY**

Emergency/Suspension: Emergency

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

Statement of necessity: Construction slated to begin in August

Includes the right, at all times, of ingress to and egress from Lot 68, and the reasonable right to use the premises parallel to and adjoining the boundaries of Lot 68 for the operation and maintenance of the storm sewer line.

DEED OF EASEMENT – STORM SEWER

KNOW ALL MEN BY THESE PRESENTS that William Willis and Magdalena Kusakova (hereinafter referred to as “Grantors”), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, a municipal corporation in the Counties of Franklin, Fairfield and Licking, State of Ohio, (hereinafter referred to as “Grantee”), the receipt of which is hereby acknowledged, do hereby grant to Grantee, a right of way and easement to construct, reconstruct, replace, operate, maintain and repair at any time or times hereafter, a Storm Sewer Culvert over, across, through and upon a parcel of land, situated in the City of Reynoldsburg, County of Licking, State of Ohio, more fully described in the attached Exhibit “A”.

See Legal Description Attached Hereto as Exhibit “A” and Made a Part Hereof

Prior Instrument Reference: 201706150012555

Said grant includes the right, at all times, of ingress to and egress from said parcel, and the reasonable right to use the premises parallel to and adjoining the boundaries of said parcel for the operation and maintenance of the storm sewer line.

All provisions hereof shall inure to the benefit of and be enforceable by and against the respective successors and assigns of Grantors and Grantee.

Any yard areas or landscaping that is damaged or disturbed during the course of construction will be repaired to your satisfaction.

IN ACKNOWLEDGEMENT WHEREOF:

William Willis and Magdalena Kusakova, represent that their signatures on this 8th day of July, 2017 is their authorized free act and deed.



William Willis



Magdalena Kusakova

STATE OF OHIO
COUNTY OF Licking ss:

Before me, a Notary Public in and for the County and State, personally appeared William Willis and Magdalena Kusakova, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal at Reynoldsburg, Ohio on this 8th day of July, 2017.



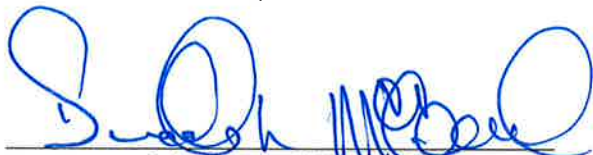
Rachel Ottavi
Notary Public, State of Ohio
My Commission Expires 03-07-22



Notary Public

My Commission Expires 3.7.22

Prior to recordation, this document has been approved by:



Bradley L. McCloud, Mayor



James E. Hood, City Attorney

Instrument prepared by: Matthew R. Roth, Reynoldsburg Assistant City Attorney, 7232 E. Main Street, Reynoldsburg, OH 43068

ORDINANCE NO. 83-17PASSED: July 24, 2017

ORDINANCE ACCEPTING AN UNRECORDED DEED OF EASEMENT (0.010 Acre Storm Water Easement) FROM WILLIAM WILLIS AND MAGDALENA KUSAKOVA AND DECLARING AN EMERGENCY.

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

SECTION 1. That the following unrecorded Deed of Easement (.010 acre storm water easement) from William Willis and Magdalena Kusakova, be and are hereby accepted:

See Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for acceptance allowing construction; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud
Bradley L. McCloud, Mayor

DATE

7/25/17

CERTIFICATE

I, April L. Beggerow, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Resolution No. 83-17 as passed by Council of said City on the 24th day of July, 2017, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

DEED OF EASEMENT – STORM SEWER

KNOW ALL MEN BY THESE PRESENTS that William Willis and Magdalena Kusakova (hereinafter referred to as “Grantors”), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, a municipal corporation in the Counties of Franklin, Fairfield and Licking, State of Ohio, (hereinafter referred to as “Grantee”), the receipt of which is hereby acknowledged, do hereby grant to Grantee, a right of way and easement to construct, reconstruct, replace, operate, maintain and repair at any time or times hereafter, a Storm Sewer Culvert over, across, through and upon a parcel of land, situated in the City of Reynoldsburg, County of Licking, State of Ohio, more fully described in the attached Exhibit “A”.

See Legal Description Attached Hereto as Exhibit “A” and Made a Part Hereof

Prior Instrument Reference: 201706150012555

Said grant includes the right, at all times, of ingress to and egress from said parcel, and the reasonable right to use the premises parallel to and adjoining the boundaries of said parcel for the operation and maintenance of the storm sewer line.

All provisions hereof shall inure to the benefit of and be enforceable by and against the respective successors and assigns of Grantors and Grantee.

Any yard areas or landscaping that is damaged or disturbed during the course of construction will be repaired to your satisfaction.

IN ACKNOWLEDGEMENT WHEREOF:

William Willis and Magdalena Kusakova, represent that their signatures on this 8th day of July, 2017 is their authorized free act and deed.

William Willis
William Willis

Magdalena Kusakova
Magdalena Kusakova

STATE OF OHIO
COUNTY OF Licking ss:

Before me, a Notary Public in and for the County and State, personally appeared William Willis and Magdalena Kusakova, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal at Reynoldsburg, Ohio on this 8th day of July, 2017.



Rachel Ottavi
Notary Public, State of Ohio
My Commission Expires 03-07-22

Rachel Ottavi
Notary Public
My Commission Expires 3.7.22

Prior to recordation, this document has been approved by:

Bradley L. McCloud
Bradley L. McCloud, Mayor

James E. Hood
James E. Hood, City Attorney

Instrument prepared by: Matthew R. Roth, Reynoldsburg Assistant City Attorney, 7232 E. Main Street, Reynoldsburg, OH 43068

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.

Resolution: 84-17Date: July 24, 2017

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

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.

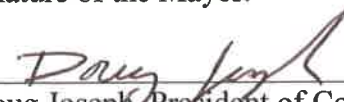
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg of the state of Ohio and Franklin, Licking, and Fairfield Counties that:

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):

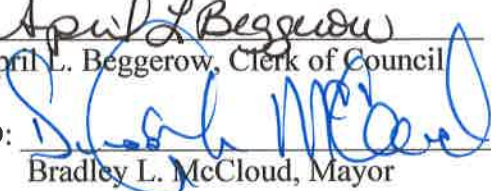
Waggoner Road Improvements

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.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED: 
Bradley L. McCloud, Mayor

DATE 7/27/17

Attachment: 84-17 Res Auth Mayor to Seek asstc from OPWC Waggoner Rd (84-17 : Waggoner Road OPWC Application Resolution)

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 Resolution No. 84-17 as passed by Council of said City on the 24th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

Attachment: 84-17 Res Auth Mayor to Seek asstc from OPWC Waggoner Rd (84-17 : Waggoner Road OPWC Application Resolution)

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 (85-17 : Contract for IT Support Services)

Contract Version 2.3.1_REY (2017)

Kirch Group Technology, LLC Service Agreement Contract

Attachment: Network Admin Contract (85-17 : 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)MJ02VDFX			
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 (85-17 : 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-SPTSRGT
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.

ORDINANCE NO. 85-17PASSED: July 24, 2017

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES; AND DECLARING AN EMERGENCY.

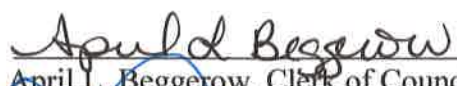
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

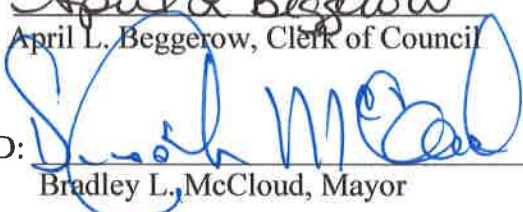
SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Kirch Group Technologies, LLC., 1335 Dublin Rd, Columbus, OH 43215, to supply support staff for information technology services for the City of Reynoldsburg.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the Immediate preservation for the public peace, health or safety and further to keep the City's information technology operational; 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

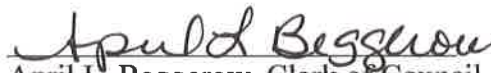
APPROVED: 
Bradley L. McCloud, Mayor

DATE

7/25/17

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. 85-17 as passed by Council of said City on the 24th day of July, 2017, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

Attachment: 85-17 Agreement with Kirch for IT Services (85-17 : Contract for IT Support Services)

Contract Version 2.3.1_REY (2017)

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

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)MJCZFA			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			

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-INVOICE	(LENOVO)MJ32273	
RPD-INVOICE	(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-SPTSRTGT	(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-SPTSRGT
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-SPTSRTGT
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)
 - 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)
 - 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
 - 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 JULY 10, 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

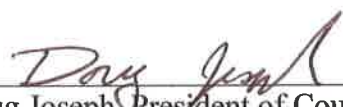
ORDINANCE AUTHORIZING MAYOR TO PURCHASE SIERRA WIRELESS MODEMS AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

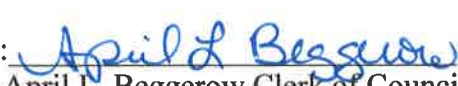
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

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: 
Bradley L. McCloud, Mayor

DATE 7/11/17

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 (86-17 : 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 (86-17 : Repeal Replace Ordinance 77-17)

ORDINANCE NO. 86-17PASSED: July 24, 2017

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

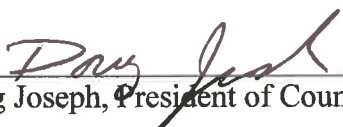
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

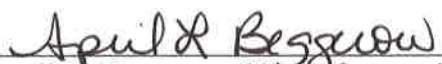
SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from Kirch Group Technology, LLC., 1335 Dublin Road, Suite 241-D, Columbus, Ohio, 43215, Sierra Wireless Modems and related equipment at a price of ~~\$22,874.64~~ **\$25,000**

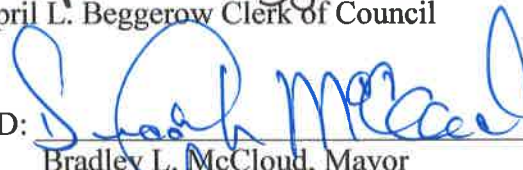
SECTION 2. THAT THE FUNDS FOR THE PROJECT REFERRED TO IN SECTION 1, WILL COME FROM THE SPECIAL LAW ENFORCEMENT ACCOUNT 290.111.5529.

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 financial needs of the city; 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

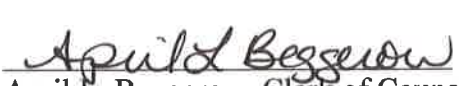
APPROVED: 

Bradley L. McCloud, Mayor

DATE 7/25/17

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. 86-17 as passed by Council of said City on the 24th day of July, 2017, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

Attachment: 86-17 Repeal Replace 77-17 (86-17 : 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 (87-17 : 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: _____

ORDINANCE NO. 87-17PASSED: July 24, 2017

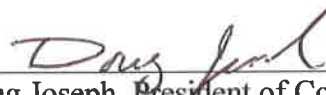
ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A CONTRACT WITH LIMBACH TO UPGRADE 1ST AND 2ND FLOOR VAV CONTROLS WITH NEW ALC DDC CONTROLS DECLARING IT AN EMERGENCY.

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

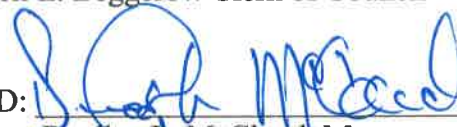
SECTION 1. That the Mayor be and hereby authorized and directed to enter into a contract with Limbach Company, LLC., 822 Cleveland Avenue, Columbus, Ohio, 43201 to upgrade first and second floor VAV controls with new ALC DDC controls in the Municipal Building.

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 financial needs of the city; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

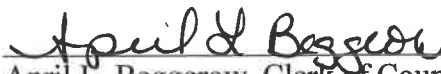
ATTEST: 
April L. Beggerow Clerk of Council

APPROVED: 
Bradley E. McCloud, Mayor

DATE 7/25/17

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. 87-17 as passed by Council of said City on the 24th day of July, 2017 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

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
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
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)

§ 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
------------------------	------------

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

ORDINANCE NO. 88-17PASSED: July 24, 2017

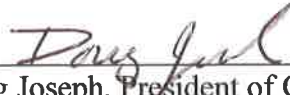
ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH CT CONSULTANTS/MOODY NOLAN FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER AND APPROPRIATING FUNDS AND DECLARING AN EMERGENCY.

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

SECTION 1. That CT Consultants/Moody Nolan, Northwoods I, 7965 North High Street, Suite 340, Columbus, Ohio 43235. is hereby authorized and directed to provide professional architectural design services for the Reynoldsburg Community Center Project.

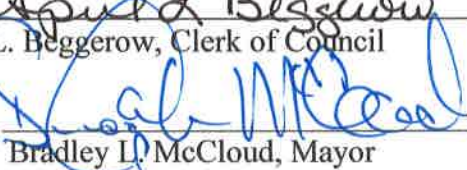
SECTION 2. That to fund the services referred to in Section 1, an amount of \$100,000 in the CIP Fund (400) be appropriated to account no. 410.000.0148.5659.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public safety and further so the project can begin; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



 Doug Joseph, President of Council

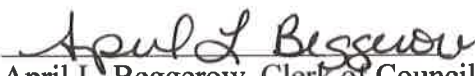
ATTEST: 
 April L. Beggerow, Clerk of Council

APPROVED: 
 Bradley L. McCloud, Mayor

DATE 7/25/17

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. 88-17 as passed by Council of said City on the 24th day of July, 2017 and as recorded in the Record of Proceedings of said Council.


 April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

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

ORDINANCE NO. 89-17PASSED: July 24, 2017

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR DEPARTMENT AND DECLARING AN EMERGENCY.

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

SECTION 1. That an amount of \$20,000.00 in the unappropriated General Fund be and is hereby appropriated to the account number 110.545.5339 Misc Contract Services.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 7/25/17
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. 89-17 as passed by Council of said City on the 24th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

Attachment: 89-17 Appropriation of funds to Auditor Dept (89-17 : Additional Appropriation for Squires Demsey and Boggs)

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)

Planning Commission

**Eric Snowden
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6829 Phone**

ORDINANCE REQUEST

DATE:	July 24, 2017
TO:	Service Committee
RE:	ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 0 Taylor Road SW, Reynoldsburg, Ohio, from CC Community Commerce District to R-4 Single and Two-Family Residence District, Applicant, Charles W. Warner,

Request for zoning district change. Please see attached application.



Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Application #: 177611

Permit #: _____

Date Submitted: 4/19/17Fee Amount: \$ 250.00
☒ Paid: 2234

PLANNING COMMISSION APPLICATION

II. PROPERTY INFORMATION

Property Address: Taylor Road SW, Pataskala, Ohio 43062			FOR DISTRICT CHANGE ONLY Proposed Zoning: R-4 Size of Area to be Rezoned: .35 +/- acres Existing Structures: Vacant ground Proposed Use: Residential
Description of Location: Intersection of Taylor Rd. and E. Broad Street			
Parcel ID(s): 087-151182-00.000			
Number of Lots: 1	Present Zoning: CC	Present Use: Undeveloped vacant ground	
Complete Where Applicable: Engineer/Surveyor: _____ Builder: _____			

III. PROPERTY OWNER OF RECORD

Property Owner Name(s): Charles W. Warner, Jr.	Property Owner Address(s): 5900 Sawmill Rd., Ste 110, Dublin, OH 43017
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IV. APPLICANT INFORMATION

Applicant Name: Charles W. Warner, Jr.	
Applicant Address: 5900 Sawmill Road, Suite 110, Dublin, Ohio 43017	
Applicant Phone Number: 614.761.2050	Applicant Email: chuck1@chuckwarner.com

I. PROJECT TYPE

☒ District Change (Rezoning) (\$750 Residential plus \$50 per lot/\$1,000 Non-Residential)	☐ Amendment of Development Plan or Text (\$500)	☐ Major Site Plan (\$500)
---	---	---

Applicant Signature: By: [Signature] Date: 4/19/17
 By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:	Zoning Information	Planning Com. Meeting	City Council Meeting
	☐ Historic District	Date: _____	Date: _____
	☐ CC Overlay	☐ Approved as Submitted	☐ Approved as Submitted
	Add'l Approvals Req'd	☐ Approved w/ Conditions	☐ Approved w/ Conditions
	☐ DRB	☐ Tabled	☐ Tabled
	☐ BZBA	☐ Denied	☐ Denied
		P&Z Admin.: _____ Date: _____	
		Clerk of Council: _____ Date: _____	

OnTrac Summary Information For The 2016 Tax Year



Parcel Number: 087-151182-00.000

Owner: WARNER CHARLES W JR

Address: TAYLOR RD SW PATASKALA 43062

Tax District: 087 REYNOLDSB.C-LK HGHTS LSD-WLJFD

2016 Rates: 84.41000 (Full) / 73.59670 (Effective)

Land Use: 400 Commercial vacant land

Class: Commercial

Legal Description: SUMMIT RIDGE HT LOT B

Mailing Address: WARNER CHARLES W JR

5900 SAWMILL RD STE 110

DUBLIN OH 43017

Market Land Value: \$72,000

Market Improvement Value: \$

Total Market Value: \$72,000

Sale Date: 6/21/2013

Sale Amount: \$0.00

Deed Type: EX - EXEMPT CONVEYANCE

Conveyance Number: 99999

Valid Sale: No

Foreclosure: No

Homestead/Disability: No

Owner Occupied Reduction: No

On Contract: No

Tax Lien Sold: No

Legal Description

Situated in the State of Ohio, County of Licking, City of Reynoldsburg: Being all of Lot B pursuant to the Resubdivision of a Portion of Lots 1, 2, and Reserve A, and all of Lots 14 and 15 of Summit Ridge Heights as referenced in Instrument No. 200403310010975 as recorded in the Office of the Recorder, Licking County, Ohio.

Warner.lgl

PROPERTY OWNER:

Charles Warner, Jr.
5900 Sawmill Road, Suite 110
Dublin, Ohio 43017

APPLICANT:

Charles Warner, Jr.
5900 Sawmill Road, Suite 110
Dublin, Ohio 43017

ATTORNEY:

David Hodge
Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054

SURROUNDING PROPERTY OWNERS:

Ruby Ferguson
66 Annette Drive
Reynoldsburg, Ohio 43068

Distribution Land Corp
2 Limited Parkway
Columbus, Ohio 43230

Danny Travis
12977 Havens Corner Road
Pataskala, Ohio 43062

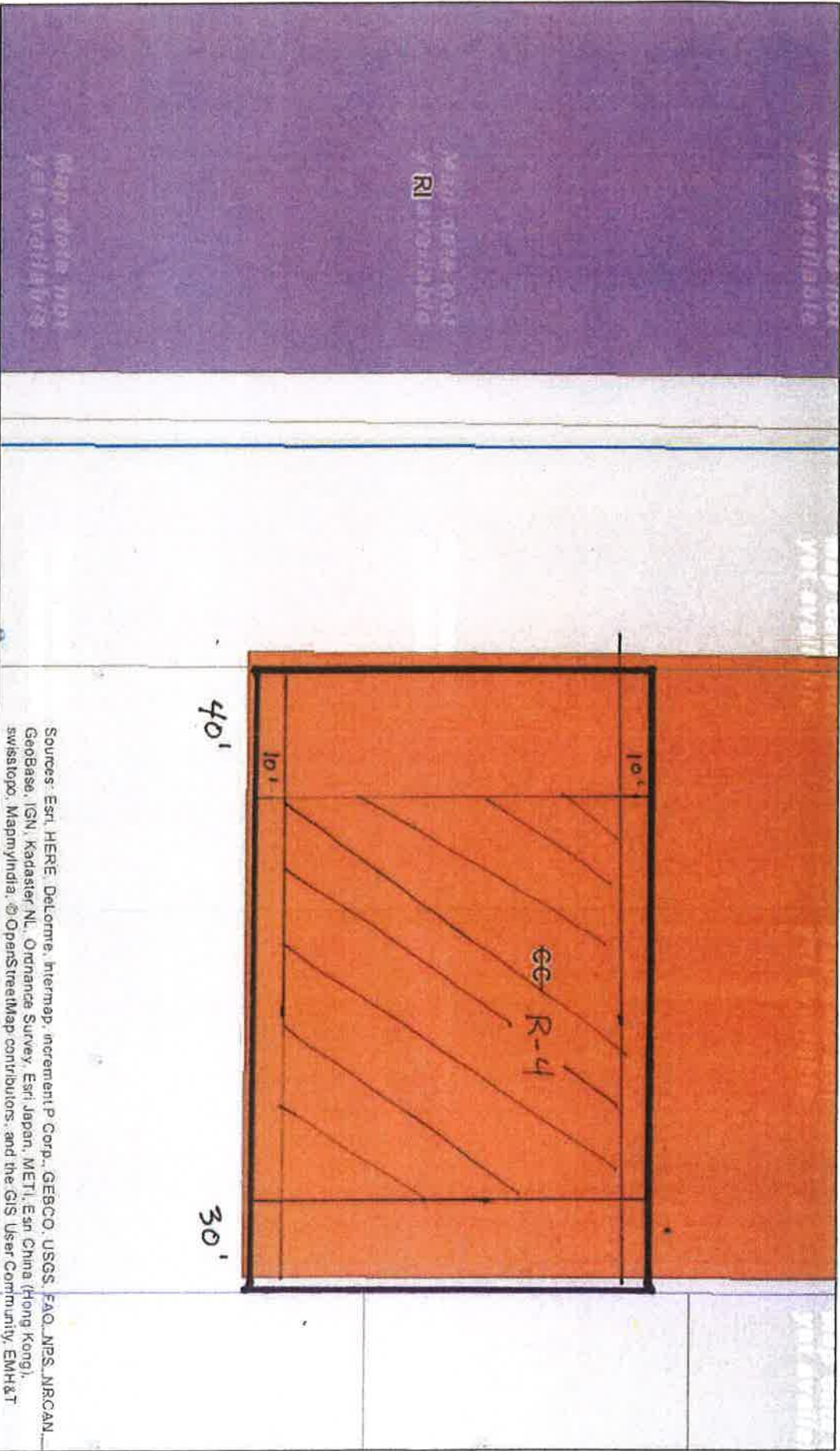
Tina Bailey
100 Annette Drive
Reynoldsburg, Ohio 43068

Steven and Kimberly Mulholand
84 Annette Drive
Reynoldsburg, Ohio 43068

Lawrence and Kathryn Cramer
48 Annette Drive
Reynoldsburg, Ohio 43068

Gary and Carla Shroyer
13457 Morse Road
Pataskala, Ohio 43062

Ronald Edwards
5368 Central College Road
Westerville, Ohio 43081



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBasis, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, EMH&T

Printed Date: 3/27/2017

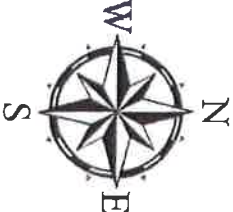
The City of Reynoldsburg Utility GIS

Map Title

1 inch = 47 feet - Proposed Zoning Setbacks



R-4



AND ALL OF LOTS 14 AND 15 OF SUMMIT RIDGE HEIGHTS

PLAT BOOK PAGE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plot are based on the easterly right-of-way line of Taylor Maxwell Road, having the record bearing of N 00 degrees 55 minutes 20 seconds E, as shown on the plot entitled "Summit Ridge Heights" of record in Plat Book 6, Page 89, Recorder's Office, Licking County, Ohio.

SOURCE OF DATA: The sources of recorded survey data are the records of the Licking County, Ohio Recorder, referenced in the text of this plot.

IRON PINS: Where indicated, unless otherwise noted, are to be set, and are three quarter (3/4) inch inside diameter, 30 inches long, iron pipes with plastic caps placed in the tops, inscribed "P & L SYST. P.S. 6841".

PERMANENT MARKERS: Where indicated, unless otherwise noted, are to be set, and are three quarter (3/4) inch inside diameter, 30 inches long, iron pipes with plastic caps placed in the tops, inscribed "P & L SYST. P.S. 6841".

Situated in the State of Ohio, County of Licking, Township of Lima, City of Reynoldsburg, and in Section 3, Township 1 North, Range 15 West, United States Military Lands, containing 1.675 acres of land, more or less, being land conveyed to Charles and Marjorie Warner by deed of record in Deed Book 565, Page 383, Licking County Recorder's Office, being all of Lots 1, 2, 14, 15, and Reserve "A", as the same are designated and delineated on the subdivision plat entitled "Summit Ridge Heights" of record in Plat Book 6, Page 89, Recorder's Office, Licking County, Ohio, excepting therefrom 0.154 acres of land appropriated by the State of Ohio in Case Number 90-S-89138 in the Common Pleas Court of Licking County, Ohio.

The undersigned, Charles W. Warner Jr. and Marjorie L. Warner, owners of the lands platted herein, duly authorized in the premises, do hereby certify that the attached plat correctly represents their "RESUBDIVISION OF A PORTION OF LOTS 1, 2, AND RESERVE "A", AND ALL OF LOTS 14 AND 15 OF SUMMIT RIDGE HEIGHTS", a subdivision containing three lots delineated as "A", "B", and "C", and do hereby accept this plat of same.

In Witness Whereof, Charles W. Warner Jr., has hereunto set his hand this 25 day of March 1998.

In Witness Whereof, Marjorie L. Warner, has hereunto set her hand this 25 day of March 1998.

Signed and acknowledged
in the presence of:

By: Charles W. Warner Jr.
Charles W. Warner, Jr.
By: Marjorie L. Warner
Marjorie L. Warner

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared Charles W. Warner, Jr. who acknowledged the signing of the foregoing instrument to be his voluntary act and deed, for the uses and purposes expressed therein.

In Witness Whereof, I have thereunto set my hand and affixed my official seal this 25 day of

March 1998.

My Commission Expires My Commission Expires 4-22-01
WILLIAM G. WEBER
Notary Public, State of Ohio
Notary Public State of Ohio

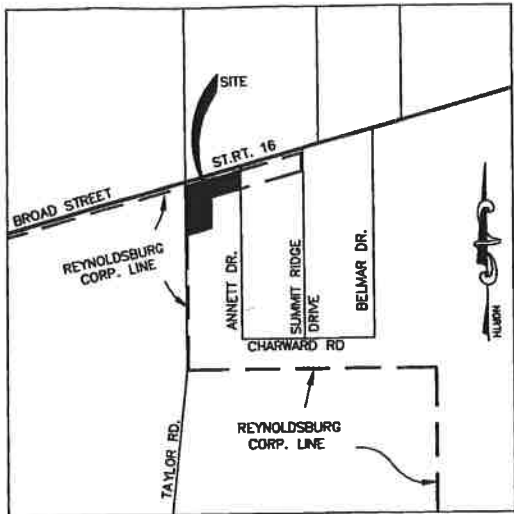
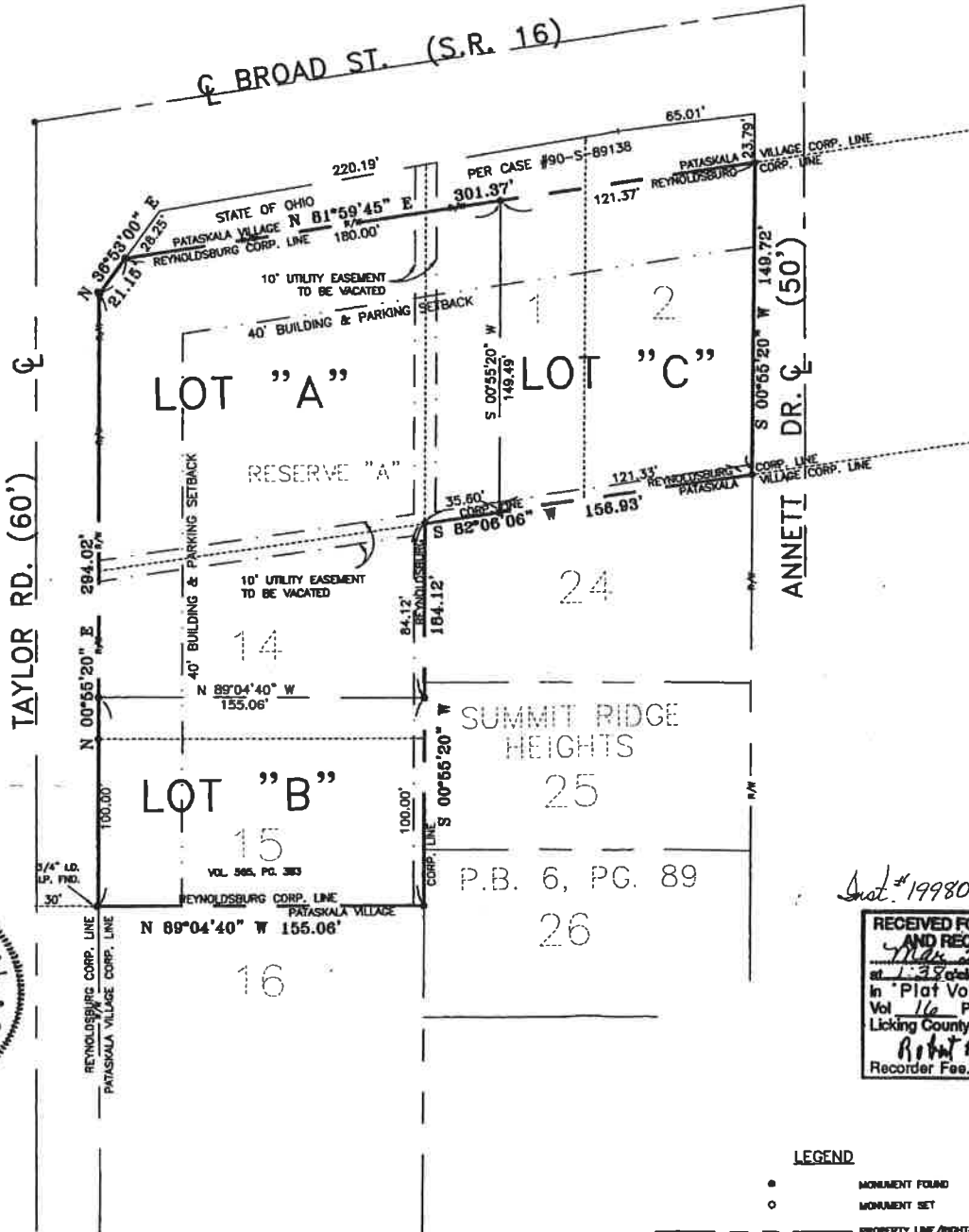
STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared Marjorie L. Warner, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed, for the uses and purposes expressed therein.

In Witness Whereof, I have thereunto set my hand and affixed my official seal this 25 day of

March 1998.

My Commission Expires My Commission Expires 4-22-01
WILLIAM G. WEBER
Notary Public, State of Ohio
Notary Public State of Ohio



Approved this 25 day of MARCH 1998
Chairman, Planning Commission
Reynoldsburg, Ohio

Approved this 26 day of MARCH 1998
Professional Engineer
Reynoldsburg, Ohio

Approved and accepted this 22nd day of December 1997
1998, by the Council for the City of

Reynoldsburg, Ohio, Ordinance Number 187-97

Nancy C. Frazier Robert M. Frazier
City Clerk Reynoldsburg, Ohio Mayor, Reynoldsburg, Ohio

Accepted for plotting this 26 day of March 1998.
Auditor George D. Buchanan, Jr.
Licking County, OH

Filed for record this 26 day

of March 1998.

Recorded this 26 day of March 1998.
Recorder Robert E. Wier
Licking County, OH

Fee \$ 21.40

Plat Book 16 Pages 36

LEGEND
• MONUMENT FOUND
○ MONUMENT SET
— PROPERTY LINE/RIGHT-OF-WAY



SCALE : 1" = 60'

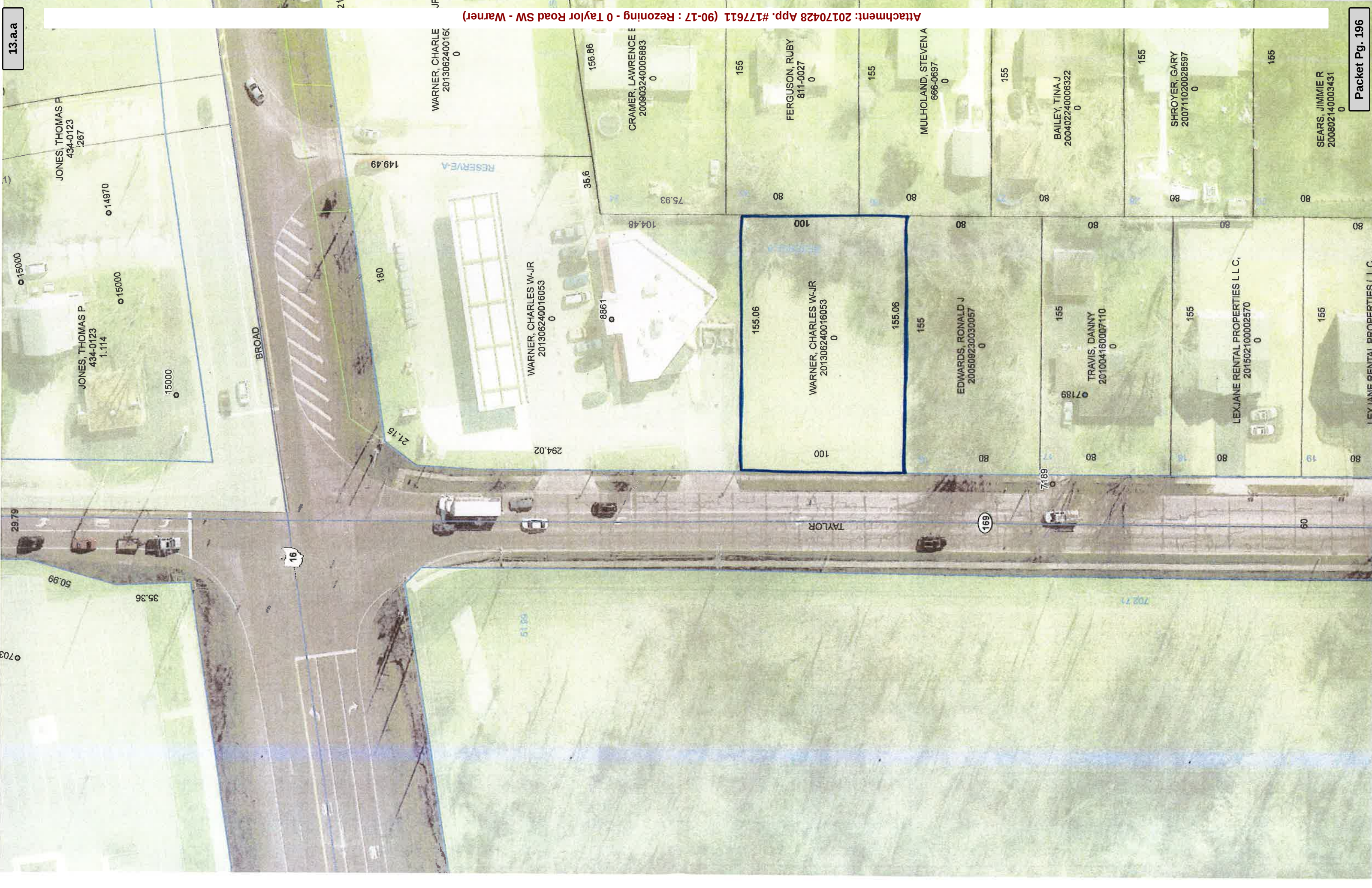
DESCRIPTION APPROVED
TIM LOLLO
LICKING COUNTY ENGINEER

Surveyed & Plotted
By
P & L SYSTEMS, LTD.
SURVEYORS ENGINEERS
(614) 881-4870



This plat was prepared by P & L Systems, Ltd., from record information, and from an actual site survey of the premises in December, 1995, and October, 1997, and is correct to the best of my knowledge and belief. All dimensions are in feet and decimal parts thereof.

T. D. L. / 11 3-25-98



ORDINANCE NO. 90-17PASSED: July 24, 2017

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 Taylor Road SW, Reynoldsburg, Ohio, from CC Community Commerce District to R-4 Single and Two-Family Residence District, Applicant, Charles W. Warner, Jr.

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

SECTION 1. That the following described premises currently zoned CC Community Commerce District, shall be and are hereby rezoned R-4 Single and Two-Family Residence District; applicant, Charles W. Warner, Jr.:

See legal description as received with application, and marked Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That all documents received pertaining to this rezoning are on file in the Clerk of Council's office and are incorporated herein by reference.

SECTION 3. That the Planning & Zoning Administrator be and is hereby authorized and directed to make said changes on the OFFICIAL ZONING MAP of the City of Reynoldsburg.

SECTION 4. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud
Bradley L. McCloud, Mayor

DATE 7/25/17

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. 90-17 as passed by Council of said City on the 24th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/25/17

Published: _____

Attachment: 90-17 ReZoning 0 Taylor Road Warner Jr. (90-17 : Rezoning - 0 Taylor Road SW - Warner)

OnTrac[®] Summary Information For The 2016 Tax Year

Parcel Number: 087-151182-00.000

Owner: WARNER CHARLES W JR

Address: TAYLOR RD SW PATASKALA 43062

Tax District: 087 REYNOLDSB.C-LK HGHTS LSD-WLJFD

2016 Rates: 84.41000 (Full) / 73.59670 (Effective)

Land Use: 400 Commercial vacant land

Class: Commercial

Legal Description: SUMMIT RIDGE HT LOT B

Mailing Address: WARNER CHARLES W JR

5900 SAWMILL RD STE 110

DUBLIN OH 43017

Market Land Value: \$72,000

Market Improvement Value: \$

Total Market Value: \$72,000

Sale Date: 6/21/2013

Sale Amount: \$0.00

Deed Type: EX - EXEMPT CONVEYANCE

Conveyance Number: 99999

Valid Sale: No

Foreclosure: No

Homestead/Disability: No

Owner Occupied Reduction: No

On Contract: No

Tax Lien Sold: No

Attachment: 90-17 ReZoning 0 Taylor Road Warner Jr. (90-17 : Rezoning - 0 Taylor Road SW - Warner)

Legal Description

Situated in the State of Ohio, County of Licking, City of Reynoldsburg: Being all of Lot B pursuant to the Resubdivision of a Portion of Lots 1, 2, and Reserve A, and all of Lots 14 and 15 of Summit Ridge Heights as referenced in Instrument No. 200403310010975 as recorded in the Office of the Recorder, Licking County, Ohio.

Warner.lgl