

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

July 15, 2019

6:30 - Caucus

7:00 - Reg. Meet.

PRESENTATIONS:

LANDS: Mr. Schottke

Ordinance C-32-19 Accept the Plat of a portion of Scotch Woods Drive and Piper Court in Meadow Grove Estates North. Second reading and public hearing.

Ordinance C-33-19 Approve a Special Use Permit for a Self-Storage Expansion for Grove City Self Storage located at 5965 Haughn Road. Second reading and public hearing.

Resolution CR-07-19 Approve the Development Plan for The Residences at Brown's Farm/The Cottages at Brown's Farm located South of Orders Road and East & West of Haughn Rd.
Postponement Requested to 8/5

SERVICE: Mr. Berry

Resolution CR-32-19 Declaring the Necessity of Constructing Certain Sidewalks on Dennis Lane and Homecomer Drive and requiring that Abutting Property Owners construct same.

FINANCE: Ms. Houk

Ordinance C-31-19 Declaring the Improvement of Certain Real Property located in the City of Grove City, Ohio to be a Public Purpose; Exempting One Hundred Percent of the Value of such Improvement from Real Property Taxation for a period of Thirty Years; Creating the Brown's Farm TIF Incentive District within the City; Declaring the Improvements to Real Property within the Incentive District to be a Public Purpose; Exempting One Hundred Percent of the Value of such Improvements within the Incentive District from Real Property Taxation for a period of Thirty Years; Describing the Public Infrastructure Improvements made or to be made to Directly Benefit or Serve the Parcels for which Improvements are declared to be a Public Purpose; Requiring the Owners of Parcels for which Improvements are Declared to be a Public Purpose to make Annual Service Payments in lieu of Taxes during the Periods of Exemption; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the deposit of such Service Payments; Authorizing the Execution of a Tax Increment Financing Agreement; and approving related matters. Second reading and public hearing.
Postponement Requested to 8/5

Ordinance C-36-19 Authorize the City Administrator to enter into an Agreement with Tyler Technologies. First reading.

ON FILE: Minutes of: 07/01 Council Meeting

Date: 06/25/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-32-19
1st Reading: 07/01/19
Public Notice: 7/02/19
2nd Reading: 07/15/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-32-19

AN ORDINANCE TO ACCEPT THE PLAT OF A PORTION OF SCOTCH WOODS DRIVE AND PIPER COURT IN MEADOW GROVE ESTATES NORTH

WHEREAS, Scotch Woods Drive and Piper Court Dedication and Easements, in the Meadow Grove Estates North development, has been submitted to Council for their consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Plat of Scotch Woods Drive and Piper Court Dedication and Easements, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6480, containing 1.285 acres of land, more or less. Said 1.285 acres being part of those tracts of land conveyed to Rockford Homes, Inc., by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/25/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-33-19
1st Reading: 07/01/19
Public Notice: 7/02/19
2nd Reading: 07/15/19
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-33-19

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A SELF-STORAGE EXPANSION FOR GROVE CITY SELF STORAGE LOCATED AT 5965 HAUGHN ROAD

WHEREAS, Grove City Self Storage, applicant, has submitted a request for a Special Use Permit for an expansion of the Self Storage facility located at 5965 Haughn Road; and

WHEREAS, on June 14, 2019, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. A separate special use permit for outdoor sales and display shall be obtained prior to the operation of any vehicle or trailer rental business, including U-Haul; and
2. All outdoor storage on the site shall be located to the rear of the buildings and shall be screened with landscaping as to not be visible from roadways.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Aq is hereby issued to Grove City Self-Storage, located at 5965 Haughn Road, contingent upon the stipulations set by Planning Commission.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 03/11/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-07-19
1st Reading: 03/18/19
Public Notice: Postponed to 4/15
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____
5/06
7/15

RESOLUTION NO. CR-07-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE RESIDENCES AT BROWN'S FARM/THE COTTAGES AT BROWN'S FARM LOCATED SOUTH OF ORDERS ROAD AND EAST & WEST OF HAUGHN ROAD

WHEREAS, on March 05, 2019, the Planning Commission recommended approval of the Development Plan for the Residences at Brown's Farm/The Cottages at Brown's Farm, with the following stipulations:

1. Additional evergreen and deciduous trees shall be provided along the west and south property lines of Subarea A (The Residences) and on the north property line of Subarea B (The Cottages) as approved by the Urban Forester to fully screen the site along these property lines;
2. The proposed black split rail fence along Orders Road shall be four feet (4') in height;
3. The site's entry from Fryer Park shall be landscaped with plantings similar to the other two entries in Subarea A;
4. The Clubhouse shall utilize the same architectural design and materials as used on the Apartment buildings in Subarea A and shall be designed as approved by the Development Dept.;
5. Mail kiosks shall be black and have a decorative design as was approved with other recent projects;
6. A future easement shall be granted for the installation of a bike path connector with Haughn Road;
7. Visual interest shall be added to the rear elevation of Buildings 3 and 4, which back up to Discovery Drive.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Development Plan for The Residences at Brown's Farm/The Cottages at Brown's Farm located South of Orders Road and East & West of Haughn Road, contingent upon the stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Passed:
Effective:

Attest:

Date: 07/08/19
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Fitz.
Sponsor: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: CR-32-19
1st Reading: 07/15/19
Public Notice: 0 / /
2nd Reading: 0 / /
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-32-19

RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING CERTAIN SIDEWALKS ON DENNIS LANE, HOMECOMER DRIVE, AND REQUIRING THAT ABUTTING PROPERTY OWNERS CONSTRUCT SAME

WHEREAS, the City believes that sidewalks are necessary for the general welfare of the City and its residents in that they provide connectivity and a safe means of pedestrian travel; and

WHEREAS, Section 729.01 of the Ohio Revised Code provides that a municipal corporation may require the construction and/or repair of sidewalks within the municipal corporation limits; and

WHEREAS, ORC Section 729.01 further provides that if the abutting landowners fail to construct and/or repair the sidewalks within the specific time frame established by the municipality, the municipality may cause the construction and/or repairs to be completed and the total costs of such to be assessed against the abutting lots or lands; and

WHEREAS, in accordance with Ohio law, the City of Grove City Codified Ordinances also require that “all owners of property abutting on streets of the City shall, upon notice being given to them pursuant to Ohio R.C. 729.02 by the Clerk of the legislative authority, construct or repair sidewalks in the street or streets on which the lot or lots abut in accordance with the specifications adopted by Council”; and

WHEREAS, the City’s Consulting Engineer has prepared the plans, specifications and cost estimates for the construction and repair of proper sidewalks for the properties described in Exhibit “A”; and

WHEREAS, the plans, specifications and cost estimates have been submitted to and are on file with the Clerk of Council; and

WHEREAS, as part of the annual sidewalk program, the City has budgeted funds to help assist the affected homeowners by paying part of the costs of the improvements required herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. It is necessary to construct and/or repair sidewalks in the City of Grove City in accordance with the plans, specifications and cost estimates prepared by the City’s Consulting Engineer and now on file in the office of the Clerk of Council in front of all the properties described by street address in Exhibit “A” attached hereto and incorporated herein.

SECTION 2. The owners of all of the lots and lands bounding and abutting upon the area of the proposed sidewalk improvements shall construct and/or repair in accordance with the plans and specifications on file in the office of the Clerk of Council, the portions of such sidewalks abutting on

their respective properties within a period of thirty (30) days after the service of notice of passage of this Resolution; and, if such construction and/or repair is not completed within the thirty (30) day period, then this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each owner of abutting lots or lands and made a lien thereon, with penalty and interest, to be collected in the manner provided by law.

SECTION 3. The Clerk of this Council is directed to cause a written notice of the passage of this Resolution to be served as required by law.

SECTION 4. The plans, specifications and estimate of cost of said construction as heretofore filed are hereby approved.

SECTION 5. This resolution shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

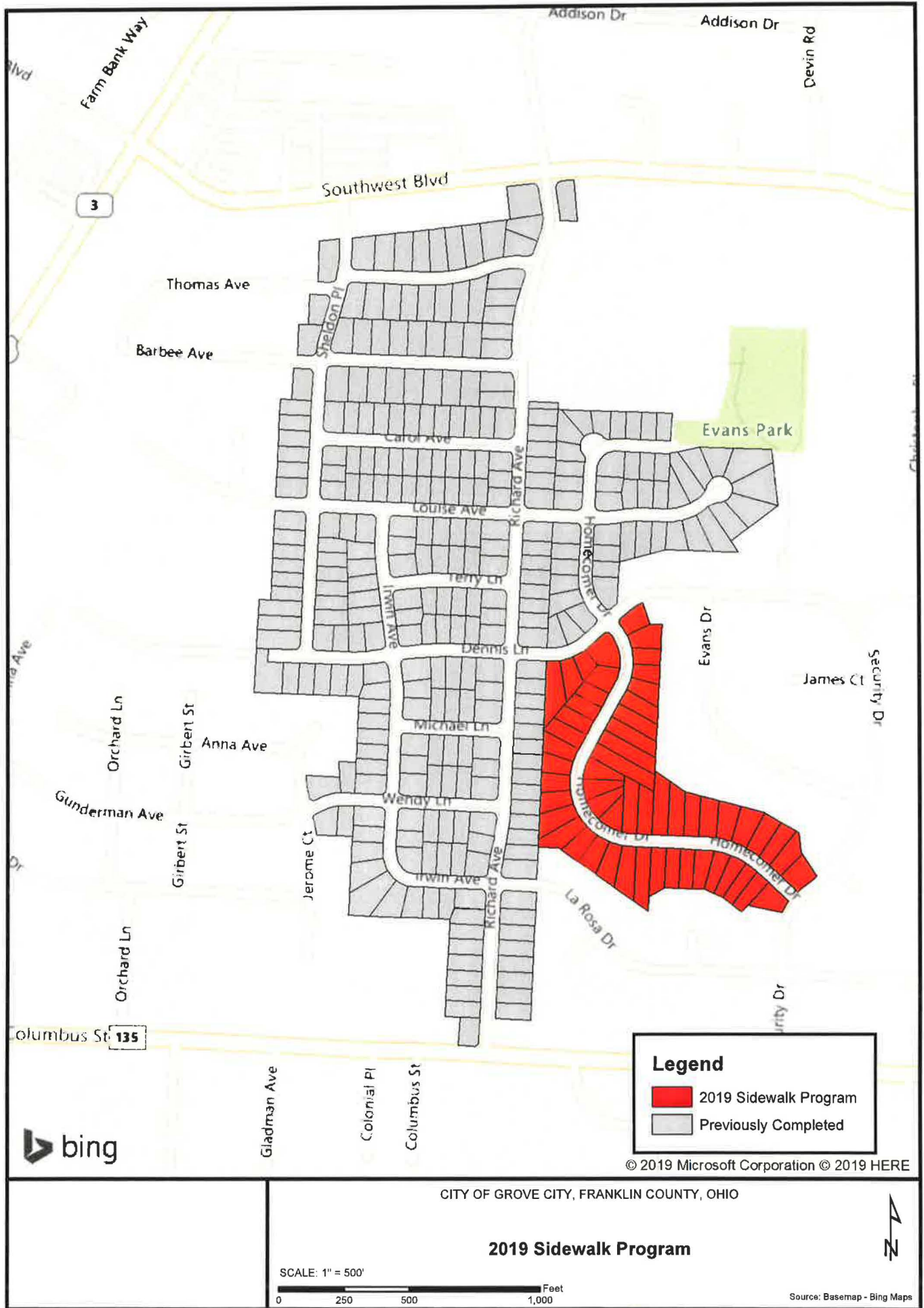
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law



CR-32-19

EXHIBIT A

**2019 SIDEWALK PROGRAM
PROPERTY SUMMARY**

Address	Parcel ID	Estimated Assessment (Resident) Construction Cost	Estimated City Construction Cost	Total Estimated Construction Cost
2675 DENNIS LANE	040-002658	\$5,250.00	\$7,650.00	\$12,900.00
2899 DENNIS LANE	040-002616	\$2,640.00	\$2,640.00	\$5,280.00
2905 DENNIS LANE	040-002617	\$1,720.00	\$2,300.00	\$4,020.00
2911 DENNIS LANE	040-002618	\$2,030.00	\$2,030.00	\$4,060.00
2786 HOMECOMER DRIVE	040-001514	\$3,150.00	\$4,490.00	\$7,640.00
2794 HOMECOMER DRIVE	040-001513	\$1,360.00	\$1,360.00	\$2,720.00
2798 HOMECOMER DRIVE	040-001512	\$1,750.00	\$1,750.00	\$3,500.00
2799 HOMECOMER DRIVE	040-001480	\$1,270.00	\$1,270.00	\$2,540.00
2804 HOMECOMER DRIVE	040-001511	\$2,140.00	\$2,140.00	\$4,280.00
2805 HOMECOMER DRIVE	040-001481	\$1,280.00	\$1,280.00	\$2,560.00
2811 HOMECOMER DRIVE	040-001482	\$2,570.00	\$2,570.00	\$5,140.00
2812 HOMECOMER DRIVE	040-001510	\$2,350.00	\$2,350.00	\$4,700.00
2820 HOMECOMER DRIVE	040-001509	\$1,080.00	\$1,080.00	\$2,160.00
2821 HOMECOMER DRIVE	040-001483	\$2,590.00	\$2,590.00	\$5,180.00
2831 HOMECOMER DRIVE	040-001484	\$1,350.00	\$1,350.00	\$2,700.00
2838 HOMECOMER DRIVE	040-001507	\$2,400.00	\$2,400.00	\$4,800.00
2839 HOMECOMER DRIVE	040-001485	\$2,150.00	\$2,150.00	\$4,300.00
2847 HOMECOMER DRIVE	040-001486	\$840.00	\$840.00	\$1,680.00
2853 HOMECOMER DRIVE	040-001487	\$1,990.00	\$1,990.00	\$3,980.00
2854 HOMECOMER DRIVE	040-001505	\$1,950.00	\$1,950.00	\$3,900.00
2861 HOMECOMER DRIVE	040-002599	\$2,260.00	\$2,260.00	\$4,520.00
2862 HOMECOMER DRIVE	040-002673	\$1,970.00	\$1,970.00	\$3,940.00
2870 HOMECOMER DRIVE	040-002672	\$430.00	\$430.00	\$860.00
2875 HOMECOMER DRIVE	040-002601	\$1,420.00	\$1,420.00	\$2,840.00
2878 HOMECOMER DRIVE	040-002671	\$1,790.00	\$1,790.00	\$3,580.00
2883 HOMECOMER DRIVE	040-002602	\$370.00	\$370.00	\$740.00
2889 HOMECOMER DRIVE	040-002603	\$520.00	\$520.00	\$1,040.00
3811 HOMECOMER DRIVE	040-002615	\$7,310.00	\$9,710.00	\$17,020.00
3812 HOMECOMER DRIVE	040-002659	\$920.00	\$920.00	\$1,840.00
3820 HOMECOMER DRIVE	040-002660	\$2,240.00	\$2,240.00	\$4,480.00

**2019 SIDEWALK PROGRAM
PROPERTY SUMMARY**

Address	Parcel ID	Estimated Assessment (Resident) Construction Cost	Estimated City Construction Cost	Total Estimated Construction Cost
3828 HOMECOMER DRIVE	040-002661	\$2,000.00	\$2,000.00	\$4,000.00
3833 HOMECOMER DRIVE	040-002614	\$2,170.00	\$2,170.00	\$4,340.00
3834 HOMECOMER DRIVE	040-002662	\$2,200.00	\$3,200.00	\$5,400.00
3840 HOMECOMER DRIVE	040-002663	\$2,200.00	\$2,830.00	\$5,030.00
3843 HOMECOMER DRIVE	040-002613	\$2,020.00	\$2,020.00	\$4,040.00
3848 HOMECOMER DRIVE	040-002664	\$2,220.00	\$2,220.00	\$4,440.00
3851 HOMECOMER DRIVE	040-002612	\$1,030.00	\$1,030.00	\$2,060.00
3854 HOMECOMER DRIVE	040-002665	\$2,500.00	\$2,500.00	\$5,000.00
3857 HOMECOMER DRIVE	040-002611	\$250.00	\$250.00	\$500.00
3860 HOMECOMER DRIVE	040-002666	\$2,280.00	\$2,280.00	\$4,560.00
3865 HOMECOMER DRIVE	040-002610	\$2,220.00	\$2,220.00	\$4,440.00
3870 HOMECOMER DRIVE	040-002667	\$1,940.00	\$1,940.00	\$3,880.00
3871 HOMECOMER DRIVE	040-002609	\$1,330.00	\$1,950.00	\$3,280.00
3880 HOMECOMER DRIVE	040-002668	\$3,060.00	\$3,060.00	\$6,120.00
3885 HOMECOMER DRIVE	040-002607	\$1,580.00	\$1,580.00	\$3,160.00
3890 HOMECOMER DRIVE	040-002669	\$3,400.00	\$3,400.00	\$6,800.00
3893 HOMECOMER DRIVE	040-002606	\$2,330.00	\$2,840.00	\$5,170.00
3900 HOMECOMER DRIVE	040-002670	\$2,800.00	\$2,800.00	\$5,600.00
3901 HOMECOMER DRIVE	040-002605	\$1,910.00	\$1,910.00	\$3,820.00
3909 HOMECOMER DRIVE	040-002604	\$880.00	\$1,280.00	\$2,160.00
2830 HOMECOMER DRIVE	040-001508	\$2,550.00	\$2,550.00	\$5,100.00
2846 HOMECOMER DRIVE	040-001506	\$2,380.00	\$2,380.00	\$4,760.00
2791 HOMECOMER DRIVE	040-001479	\$3,970.00	\$6,370.00	\$10,340.00

Date: 06/11/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: 30 Days: XX
Current Expense:

No.: C-31-19
1st Reading: 06/17/19
Public Notice: 06/18/19
2nd Reading: 07/15/19
Passed: Rejected: Pub. Hearing = 6/3/19
Codified: Code No:
Passage Publication:

ORDINANCE C-31-19

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF GROVE CITY, OHIO TO BE A PUBLIC PURPOSE; EXEMPTING ONE HUNDRED PERCENT OF THE VALUE OF SUCH IMPROVEMENT FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS; CREATING THE BROWN'S FARM TIF INCENTIVE DISTRICT WITHIN THE CITY; DECLARING THE IMPROVEMENTS TO REAL PROPERTY WITHIN THE INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE; EXEMPTING ONE HUNDRED PERCENT OF THE VALUE OF SUCH IMPROVEMENTS WITHIN THE INCENTIVE DISTRICT FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE OR TO BE MADE TO DIRECTLY BENEFIT OR SERVE THE PARCELS FOR WHICH IMPROVEMENTS ARE DECLARED TO BE A PUBLIC PURPOSE; REQUIRING THE OWNERS OF PARCELS FOR WHICH IMPROVEMENTS ARE DECLARED TO BE A PUBLIC PURPOSE TO MAKE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES DURING THE PERIODS OF EXEMPTION; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AND APPROVING RELATED MATTERS

WHEREAS, Section 5709.40(B), Ohio Revised Code, provides that this Council may, under certain circumstances, (i) declare improvement to parcels of real property located in the City of Grove City, Ohio to be a public purpose, thereby granting that improvement an exemption from real property taxation, and (ii) designate specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the parcels for which improvement is declared to be a public purpose; and

WHEREAS, pursuant to R.C. Section 5709.40(D)(1), said exemption may be for up to one hundred percent (100%) of such improvement for up to thirty (30) years without approval of the board of education of the city, local or exempted village school district within the territory of which the improvement is or will be located if payments in lieu of taxes, as provided for in R.C. Section 5709.42, shall be paid to such school district in the amount of the taxes that would have been payable if the improvement had not been exempted from taxation; and

WHEREAS, the real property shown in Exhibit A hereto and incorporated herein by reference (the "Parcel TIF Area") is located in the State of Ohio, County of Franklin, and the City, with each parcel of within the Parcel TIF Area referred to herein as a "Parcel", whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates; and

WHEREAS, Wilcox Communities, LLC (the "Developer"), along with the current and future owners of the Parcel TIF Area (each an "Owner" and collectively the "Owners"), wish to develop the Parcel TIF Area by constructing multi-family housing units and related improvements thereon and otherwise improving the Parcel TIF Area (such improvements being the "Parcel TIF Private Improvements"), provided that the appropriate development incentives are available to support this development; and

WHEREAS, the City intends to (i) declare the increase in assessed value to the Parcel TIF Area as a result of the Parcel TIF Private Improvements as a public purpose, (ii) exempt 100% of the increase in assessed value as a result of the Parcel TIF Private Improvements for a period of 30 years, and (iii) identify the public infrastructure improvements to be made on or in support of the Parcel TIF Area by the Developer or the City (the "Parcel TIF Public Infrastructure Improvements"), which Parcel TIF Public Infrastructure Improvements are set forth in Exhibit B hereto and incorporated herein by reference, and

WHEREAS, R.C. Section 5709.40(C) authorizes the legislative authority of a municipal corporation, by ordinance, to create an incentive district and to declare the increase in the assessed value of any real property within the incentive district that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under R.C. Section 5709.40 were it not for the exemption granted by that ordinance (with such increase in assessed value being referred to in this Ordinance, as in R.C. Section 5709.40(A)(4), as the "Incentive District Improvements," and together with the Parcel TIF Private Improvements, as the "Improvements") to real property located within the incentive district and the municipal corporation to be a public purpose and exempt from taxation; and

WHEREAS, the City intends to create an incentive district constituting the real property within the City as described more particularly on Exhibit C attached to and incorporated into this Ordinance (the "Brown's Farm TIF Incentive District"), with each parcel of within the Brown's Farm TIF Incentive District referred to herein as a "Parcel", whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates, and to exempt 100% of the Improvements within the incentive district for a period of 30 years; and

WHEREAS, as required by R.C. Section 5709.40(A)(5)(f), the City Engineer has certified to this Council that (i) the Incentive District is each less than 300 acres in size, (ii) the Incentive District is enclosed by continuous boundaries, and (iii) the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District; and

WHEREAS, notice of the proposed adoption of the exemption authorized under R.C. Section 5709.40(C) by this Ordinance has been delivered to the Board of County Commissioners of the County in accordance with R.C. Sections 5709.40(E) and 5709.83, the County and City are negotiating an agreement; and

WHEREAS, notice of the proposed adoption of the exemption authorized under R.C. Section 5709.40(C) by this Ordinance has been delivered by first class mail to every real property owner whose property is located within the boundaries of the proposed Incentive District not later than 30 days prior to May 2, 2019, and on June 3, 2019, this Council conducted a public hearing on this Ordinance; and

WHEREAS, the overlay (within the meaning of R.C. Section 5709.40(A)(6)) for the Incentive District provided in the notice delivered to the owners of real property to be included in the Incentive District included all of the real property included in the Incentive District, and therefore no owners of real property were entitled to submit written responses under R.C. 5709.40(C) and this Council has not received any written responses; and

WHEREAS, this Council has determined to provide for the execution and delivery of an agreement between the City and the Developer (the "TIF Agreement") by which the City will cause the Developer to construct or cause to be constructed certain public infrastructure improvements; and

WHEREAS, pursuant to R.C. Section 5709.42, the City intends to require the Owner or Owners of each Parcel of real property within the Parcel TIF Area and the Brown's Farm TIF Incentive District to make annual service payments in lieu of taxes to the Treasurer of Franklin County, Ohio ("County Treasurer") on or before the final dates for payment of real property taxes, and the annual service payments in lieu of taxes are to be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements with respect to each Parcel if it were not exempt from taxation; and

WHEREAS, pursuant to R.C. Section 5709.43(A), this Council intends to establish a municipal public improvement tax increment equivalent fund for the exemptions authorized by this Ordinance into which service payments in lieu of taxes distributed to the City shall be deposited, and which, from the date of this Ordinance, shall be used as provided in this Ordinance; and

WHEREAS, the City intends for the exemption authorized under R.C. Section 5709.40(B) and this Ordinance to be a non-school TIF under R.C. Section 5709.40(D), in that the South-Western City School District (the "School District") will receive the same amount of taxes that would have been payable to the School District if the improvements were not exempted, and, since the School District will receive this amount directly from the County Treasurer, under R.C. Section 5709.40(D), School District approval for such exemption is not required; and

WHEREAS, the City intends for the exemption authorized under R.C. Section 5709.40(C) and this Ordinance to be a non-school TIF incentive district under R.C. Section 5709.40(D), in that the School District will receive the same amount of taxes that would have been payable to the School District if the improvements were not exempted, and, since the School District will receive this amount directly from the County Treasurer, under R.C. Section 5709.40(D) School District approval for such exemption is not required; and

WHEREAS, notice of the proposed adoption of this Ordinance has been delivered to the School District under R.C. Sections 5709.40 and 5709.83, not later than 14 days prior to May 02, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, COUNTY OF FRANKLIN, AND STATE OF OHIO, THAT:

SECTION 1. Public Purpose. In accordance with R.C. Sections 5709.40(B) and 5709.40(C), the City hereby designates the Parcel TIF Area identified on Exhibit A as exempt from taxation under the terms set forth below and hereby establishes the Brown's Farm TIF Incentive District as identified on Exhibit C, attached to and incorporated into this Ordinance, and further declares that the Improvements to the Parcels within the Parcel TIF Area and the Incentive District subsequent to the effective date of this Ordinance are a public purpose. This Council hereby finds and determines, in accordance with R.C. Section 5709.40(C)(3)(b), that the Improvements attributable to the Brown's Farm TIF Incentive District are expected to result from the construction of approximately 110 single family homes, which development this Council hereby finds and determines will place additional demand on the Public Infrastructure Improvements designated in Section 6 of this Ordinance.

SECTION 2. TIF Exemptions. Pursuant to R.C. Section 5709.40(B), the City hereby recognizes that the increase in assessed value to the Parcel TIF Area as a result of the Parcel TIF Private Improvements is a public purpose and directly benefits or will directly benefit the parcels within the Parcel TIF Area, and the City hereby exempts 100% of the increase in the assessed value of each parcel of real property located within the Parcel TIF Area from taxation for a period of 30 years, commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least \$50,000.00

assessed value (e.g., 35% of true value) for that parcel is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2029, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and this Ordinance (the "Parcel TIF Exemption"). In no case shall any Improvements on any Parcel be exempted from taxation for longer than 30 years.

Pursuant to R.C. Section 5709.40(C), the City hereby recognizes that the Incentive District Improvements are a public purpose and benefit or serve, or will benefit or serve, the parcels within the TIF Incentive District, and the City hereby exempts 100% of the increase in the assessed value of each parcel of real property located within the TIF Incentive District from taxation for a period of 30 years, commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least \$50,000.00 assessed value (e.g., 35% of true value) for that parcel is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2029, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and this Ordinance (the "TIF Incentive District Exemption," and together with the Parcel TIF Exemption, the "TIF Exemptions"). The life of the TIF Incentive District during which new TIF Incentive District Exemptions may commence shall be 10 years following the date of approval of this Ordinance, and in no case shall any Improvements on any Parcel be exempted from taxation for longer than 30 years.

The exemption percentage and term described in this Section 2 does not require approval by the South-Western City School District, as the School District will receive the same amount of taxes that would have been payable to the School District if the improvements were not exempted, as set forth in R.C. Section 5709.40(D).

SECTION 3. Service Payments. Pursuant to R.C. Section 5709.42, during the period when the exemption granted by this Ordinance is in effect the Owner or Owners are hereby required to make, and shall make, service payments in lieu of taxes with respect to the Improvements to the County Treasurer on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements on each Parcel as if it were not exempt from taxation pursuant to Section 2 of this Ordinance. Any late payments shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time (the payment of penalties and interest are collectively referred to herein with the payments in lieu of taxes as the "Service Payments"). The Service Payments, and any other payments in connection with the Improvement which are received by the City Fiscal Officer in connection with any reduction required by R.C. Section 319.302, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments") shall be allocated and deposited in accordance with Section 4.

SECTION 4. Distribution of Service Payments. At the same times and in the same manner as real property tax distributions, the County Treasurer shall distribute the Service Payments and the Property Tax Rollback Payments as follows: (i) first, a portion of the Service Payments paid with respect to the Incentive District TIF Exemption to various taxing agencies for certain protected tax levies in accordance with Ohio Revised Code Section 5709.40(F), (ii) second, a portion of the Service Payments paid with respect to the Incentive District TIF Exemption to the County Commissioners of Franklin County, Ohio in accordance with a compensation agreement between the City and the County, (iii) third, a portion of the Service Payments to

the School District in an amount equal to the amounts the School District would have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the improvements to the property located within the School District if the improvements had not been exempted from taxation pursuant to this Ordinance; and (iv) fourth, to the City, all remaining amounts for further deposit into the TIF Funds (as hereinafter defined) for payment of costs of the Public Infrastructure Improvements, as defined in Section 6 of this Ordinance. The City shall then distribute the Service Payments and any Property Tax Rollback Payments in the Parcel TIF Fund and the Brown's Farm TIF Incentive District Fund (as each is hereinafter defined) after each semiannual settlement of real property taxes and in the following order of priority:

- (a) first, to pay or finance the costs associated with the Public Infrastructure constructed by or on behalf of the Developer or by or on behalf of the City (including payment of interest and payment of any bonds, notes, or any other obligations issued to pay such costs), as further described in the TIF Agreement; and
- (b) second, after the Developer and the City have been fully reimbursed as provided in the TIF Agreement, to the City for any other public infrastructure constructed by or on behalf of the City or for any lawful purpose under R.C. Section 5709.40, 5709.42, 5709.43, and this Ordinance.

The Parcel TIF Fund and the Brown's Farm TIF Incentive District Fund, as hereinafter defined, shall remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the above purposes, after which the TIF Funds shall be dissolved in accordance with R.C. Sections 5709.40, 5709.42, and 5709.43. Upon such dissolution, any incidental surplus remaining in the Funds shall be transferred to the General Fund of the City.

SECTION 5. Parcel TIF Fund and Brown's Farm TIF Incentive District Fund. This Council, pursuant to and in accordance with the provisions of R.C. Section 5709.43, determines to and hereby does establish the Parcel TIF Fund (the "Parcel TIF Fund") and the Brown's Farm TIF Incentive District Fund (the "Brown's Farm Fund," and together with the Parcel TIF Fund, the "Funds") in the custody of the City and shall receive all distributions of Service Payments required to be made to the City pursuant to this Ordinance. The Service Payments and any Property Tax Rollback Payments received by the City shall be deposited into the Funds pursuant to R.C. Section 5709.43 and distributed pursuant to R.C. Section 5709.42 and this Ordinance. The Service Payments and any Property Tax Rollback Payments received by the City shall be used solely for the purposes authorized in R.C. Sections 5709.40, 5709.42, 5709.43, and 5709.82, including, but not limited to, paying the costs of the Public Infrastructure Improvements (as defined in Section 6 of this Ordinance), including payment of interest and payment of any bonds, notes, or any other obligations issued to pay such costs, in a manner which is consistent with this Ordinance. The City shall use all Service Payments and any Property Tax Rollback Payments received and deposited into the Funds as provided in this Ordinance. For all purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Funds also shall include the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements located within the Parcel TIF and the Brown's Farm TIF Incentive District. The Funds shall remain in existence so long as such Service Payments and any Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Funds shall be dissolved and any surplus funds remaining therein distributed as set forth in Section 4(b) of this Ordinance.

SECTION 6. Public Infrastructure Improvements. The City hereby designates the Public Infrastructure Improvements set forth in Exhibit B for the Parcel TIF Area attached to and incorporated into this Ordinance by this reference, as the "public infrastructure improvements," as that term is defined in R.C.

Section 5709.40(A)(8), which are made, are to be made, or are in the process of being made, by or on behalf of the City, that directly benefit or once made will directly benefit the Parcels, as set forth in R.C. Section 5709.40(B). Furthermore, the City hereby designates the Public Infrastructure Improvements set forth in Exhibit D for the Brown's Farm TIF Incentive District attached to and incorporated into this ordinance by this reference, as the "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), which are made, are to be made, or are in the process of being made, by or on behalf of the City, that benefit or serve, or, once made, will benefit or serve the Parcels, as set forth in R.C. Section 5709.40(C)(3)(a).

The City further determines that all of the Public Infrastructure Improvements set forth in Exhibit B and Exhibit D attached hereto, within both the Parcel TIF Area and the Brown's Farm TIF Incentive District, are general in nature, and all of the Public Infrastructure Improvements are supportive of and beneficial to the development of both the Parcel TIF Area and the Brown's Farm TIF Incentive District.

SECTION 7. Application for Real Property Tax Exemption and Remission. This Council further authorizes and directs the City Manager, the City Law Director, the City Finance Director, or other appropriate officers of the City: (i) to make such arrangements as are necessary and proper for collection of Service Payments from Owners; (ii) to make payment of the Service Payments to the City to be deposited into the Funds; (iii) to prepare and sign all agreements and instruments as may be necessary to implement this Ordinance, including any applications for real property tax exemption and remission; and (iv) to take all other actions as may be appropriate to implement this Ordinance. R.C. Section 5709.911 shall govern the priority status of the exemptions provided under this Ordinance. Under R.C. Sections 5709.40(B), 5709.40(C), and 5709.911, the City intends to apply for the exemption from real property taxation under this Ordinance. Not later than 30 days prior to May 2, 2019, this Council delivered notice, by first class mail, of a public hearing regarding this Ordinance (the "Residential Notice"). The Residential Notice included an overlay, within the meaning of R.C. Section 5709.40(A)(6), for each of the Incentive Districts, which included all of the real property within the Incentive Districts. On June 3, 2019, this Council conducted a public hearing regarding this Ordinance. No real property within the Incentive Districts was located in whole or in part outside of the overlay provided in the Residential Notice for each respective Incentive District, and therefore no owners of real property were entitled to submit written responses to the Residential Notice under R.C. Section 5709.40(C) and no written responses were received.

SECTION 8. ODSA. Pursuant to R.C. Section 5709.40(I), the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency ("ODSA") within 15 days after its adoption. On or before March 31 of each year that an exemption set forth in Section II of this Ordinance remains in effect, the officer or officers authorized by Section 7 of this Ordinance to take actions necessary to implement this Ordinance shall prepare and submit to the Director of ODSA the status report required under R.C. Section 5709.40(G).

SECTION 9. Tax Incentive Review Council. The City hereby maintains the Grove City Tax Incentive Review Council, the membership of which is and shall remain constituted in accordance with R.C. Section 5709.85. In accordance with R.C. Section 5709.85, the Grove City Tax Incentive Review Council reviews and shall continue to review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before it, all in accordance with R.C. Section 5709.85.

SECTION 10. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

EXHIBIT A

PARCEL TIF AREA IN WHICH IMPROVEMENTS HAVE BEEN DESIGNATED A PUBLIC PURPOSE

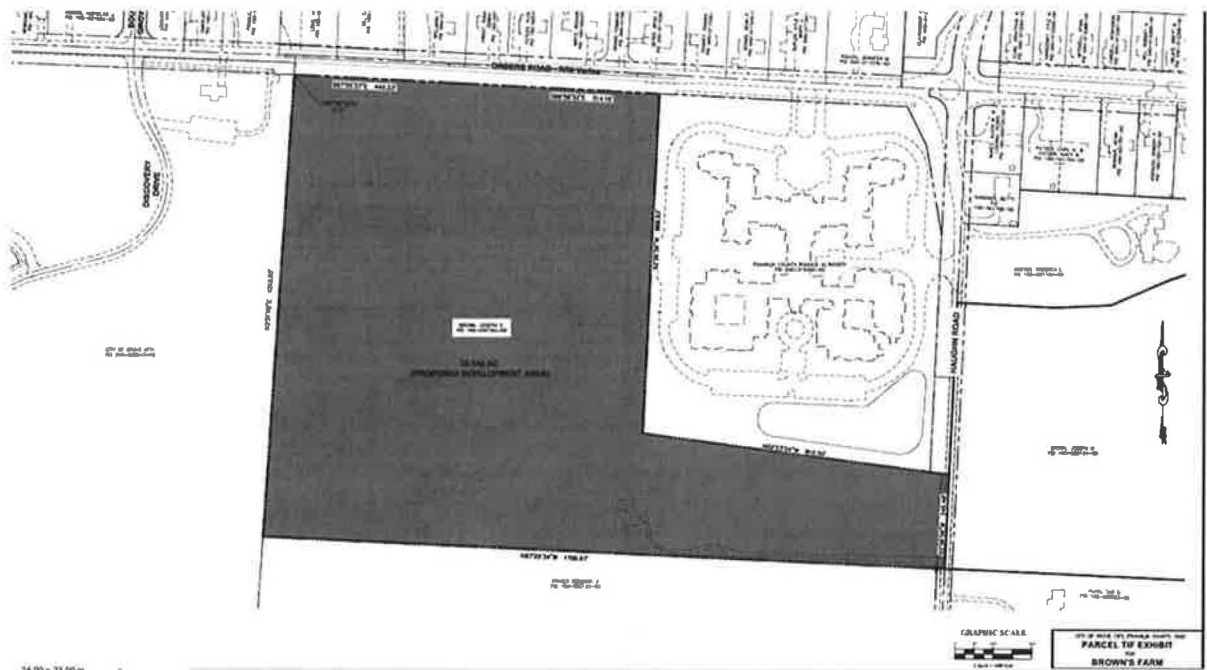
A portion of
Franklin County Auditor Parcel ID Number(s)

Approximate Acreage

160-000184-00

32.142acres

The portion of the parcel listed above are generally depicted on the map below:



The portion of the parcel referenced above is more particularly described as follows:

[See attached]

**Parcel Description
~ 32.142 Acre ~
South of Orders Road
West of Hoover Road
-1-**

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1434 and containing 32.142 acres, said 32.142 acres being part of the remainder of that Original 88.011 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739, said 32.142 acres more particularly described as follows;

Beginning for Reference, at Franklin County Geodetic Survey monument 2018 found at the centerline intersection of Orders Road (R/W Varies) and Haughn Road (R/W Varies), said monument also being the northeasterly corner of that 0.896 acre tract of land as conveyed to the Franklin County Commissioners of record in Instrument No. 200408170192072 and the northwesterly corner of that 0.204 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201505140062886;

Thence **S 02° 36' 56" W**, with the easterly line of said 0.896 acre tract, the easterly line of that 0.290 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201511190163841, with the westerly line of said 0.204 acre tract, with the westerly line of that 0.062 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201507060090398, the westerly line of that 0.096 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201508130112369, with a westerly line of the remainder of said Original 88.011 acre tract and with the centerline of said Haughn Road, **1004.58 feet** to a P.K. nail set at the southeasterly corner of said 0.290 acre tract and a northwesterly corner of the remainder of said Original 88.011 acre tract, the ***True Point of Beginning***;

Thence **S 02° 36' 56" W**, across the remainder of said Original 88.011 acre tract and continuing along the centerline of said Haughn Road, **245.48 feet** to Franklin County Geodetic Survey monument 2017 found at the northwesterly corner of that 5.002 acre tract of land as conveyed to Tad D. Kuhn and Karla J. Kuhn of record in Instrument No. 201206220089709, the northeasterly corner of that 85.00 acre tract of land as conveyed to Rebecca J. Priwer of record in Instrument No. 200807310116550 and in the centerline of Haughn Road;

Thence **N 87° 25' 34" W**, with the southerly line of said Original 88.011 acre tract and the northerly line of said 85.00 acre tract, **1786.67 feet** to an iron pin set at the southwesterly corner of said Original 88.011 acre tract, the northwesterly corner of said 85.00 acre tract and in the easterly line of that tract of land as conveyed to the City of Grove City, Ohio of record in Official Record 28297, Page A07;

Thence **N 03° 31' 02" E**, with the westerly line of said Original 88.011 acre tract and the easterly line of said City of Grove City, Ohio tract, **1213.00 feet** to an iron pin found at the southwesterly corner of that 2.250 acre tract of land as conveyed to the City of Grove City, Ohio of record in Instrument No. 201410310144844, said corner being in the southerly right-of-way line of said Orders Road;

Thence with the southerly line of said 2.250 acre tract, the northerly line of the remainder of said Original 88.011 acre tract and along said southerly right-of-way line, the following three (3) courses and distances:

S 87° 40' 10" E, 0.77 feet to an iron pin set at an angle point;

S 87° 05' 27" E, 445.23 feet to an iron pin set at an angle point;

S 86° 58' 52" E, 514.18 feet to an iron pin set at a northwesterly corner of that Original 15.974 acre tract of land as conveyed to Franklin County Finance Authority of record in Instrument No. 201512100173299

Thence **S 02° 36' 56" W**, along an easterly line of said Original 88.011 acre tract and with the westerly line of said Original 15.974 acre tract, **889.53 feet** to a point, witness a 5/8" rebar found (0.12' S.)

Parcel Description
~ 32.142 Acre ~
South of Orders Road
West of Hoover Road
-2-

Thence **S 82° 23' 04" E**, with a southerly line of said Original 15.974 acre tract and the southerly line of said 0.290 acre tract, **810.50 feet** to the *True Point of Beginning*. Containing **32.142 acres, more or less**, inclusive of the present right-of-way which occupies 0.113 acres, more or less. Subject to all legal restrictions, easements and/or rights-of-way.

This description is based on existing records from the Franklin County Recorder's and the Franklin County Auditor's Office and an actual field survey by Advanced Civil Design, Inc. in November, 2017. A drawing of the above description is attached hereto and made a part thereof.

Bearings are based on the bearing of **S 02° 36' 56" E** for the centerline of Haughn Road between F.C.G.S. 2018 found and F.C.G.S. 2017 found (Ohio State Plane Coordinate System, South Zone, NAD83, NSRS 2007) and as established using a **GPS** survey.

Iron pins set are **3/4" diameter iron pipe, 30" long and capped Advanced 7661.**

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio.

ADVANCED CIVIL DESIGN, INC.


Douglas R. Hock, P.S. 7661

3/18/19
Date:

Z:\17-0001 #89(Survey\32.142 ac parcel) desc.doc

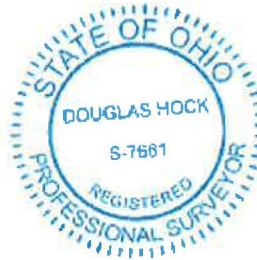


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS **FOR PARCEL TIF AREA**

The Public Infrastructure Improvements that shall directly benefit or serve the Parcels, as that term is defined in Ordinance No. C-31-19 include any and all “public infrastructure improvements,” as that term is defined in R.C. Section 5709.40(A)(8), and any and all “costs of permanent improvements,” as that term is defined in R.C. Section 133.15(B), of the Public Infrastructure Improvements, including, but not limited to, payment of Debt Service Payments on obligations issued to finance the costs of the Public Infrastructure Improvements, as those sections may be amended from time to time. Without limiting the generality of the preceding sentence, the Public Infrastructure Improvements specifically may include the following:

public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and the enhancement of public waterways through improvements that allow for greater public access.

EXHIBIT C

BROWN'S FARM TIF INCENTIVE DISTRICT IN WHICH IMPROVEMENTS HAVE BEEN DESIGNATED A PUBLIC PURPOSE

A portion of
Franklin County Auditor

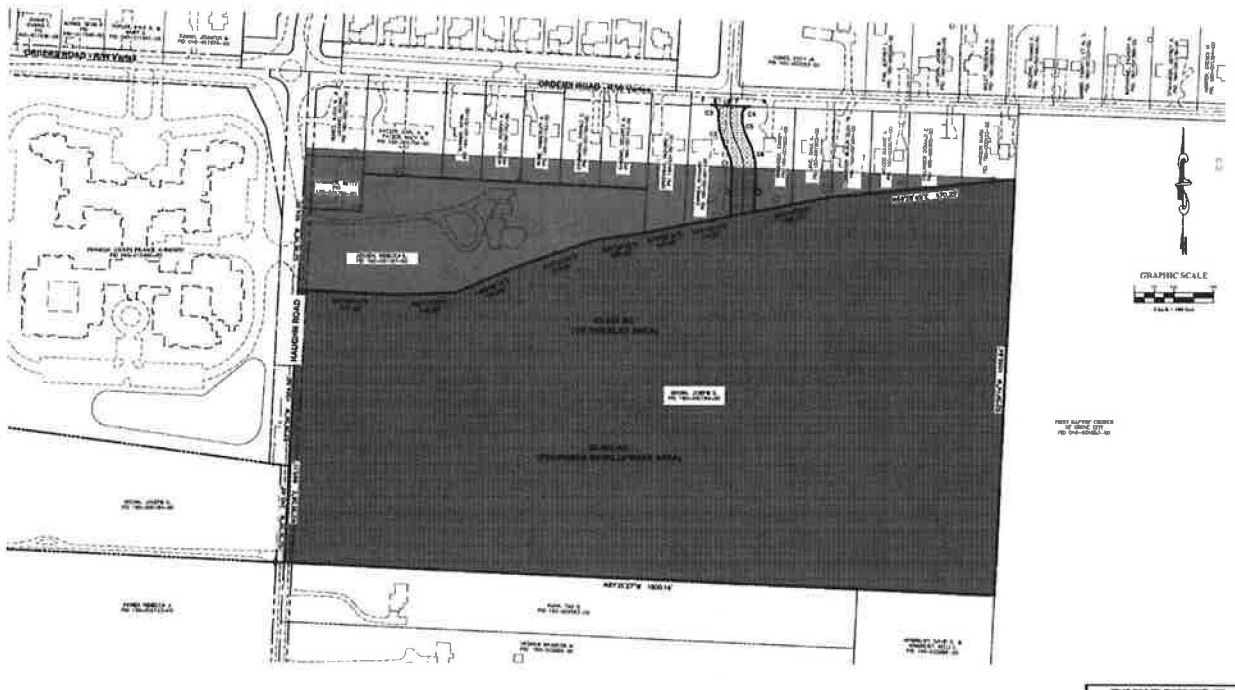
Parcel ID Number(s)

Approximate Acreage

160-000184-00

36.403 acres

The portion of the parcel listed above are generally depicted on the map below:



The portion of the parcel referenced above is more particularly described as follows:

[See attached]

Parcel Description
~ 36.403 Acre ~
South of Orders Road
West of Hoover Road
-1-

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1434 and containing 36.403 acres, said 36.403 acres being part of the remainder of that Original 88.011 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739 and all of Reserve "A" of the Haughn Heights Subdivision of record in Plat Book 37, Page 67, said Reserve "A" also being conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136740, said 36.403 acres more particularly described as follows;

Beginning for Reference, at Franklin County Geodetic Survey monument 2018 found at the centerline intersection of Orders Road (R/W Varies) and Haughn Road (R/W Varies), said monument also being the northeasterly corner of that 0.896 acre tract of land as conveyed to the Franklin County Commissioners of record in Instrument No. 200408170192072 and the northwesterly corner of that 0.204 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201505140062886;

Thence **S 02° 36' 56" W**, with the easterly line of said 0.896 acre tract, with the westerly line of said 0.204 acre tract, with the westerly line of that 0.062 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201507060090398, the westerly line of that 0.096 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201508130112369 and with the centerline of said Haughn Road, **554.95 feet** to a P.K. nail set at the southwesterly corner of said 0.096 acre tract and a northeasterly corner of the remainder of said Original 88.011 acre tract, the *True Point of Beginning*;

Thence with northerly lines of the remainder of said Original 88.011 acre tract, the southerly line of said 0.096 acre tract and southerly lines of that 4.422 acre tract of land as conveyed to Rebecca L. Absten & Michael J. Absten of record in Instrument No. 200406090133243, the following five (5) courses and distances;

S 87° 08' 42" E, 257.38 feet to a point, witness a 3/4" iron pin found (0.22' N. and 0.22' W);

N 87° 13' 25" E, 143.26 feet to a point, witness a 3/4" iron pin found (0.21' S. and 0.31' W);

N 66° 46' 19" E, 161.92 feet to a point, witness a 3/4" iron pin found (0.11' N. and 0.07' W);

N 70° 52' 49" E, 213.52 feet to a 3/4" iron pin found (bent);

N 81° 29' 35" E, 126.03 feet to a 3/4" iron pin found at the southeasterly corner of said 4.422 acre tract and the southwesterly corner of that tract of land as conveyed to Nathan H. Mast and Heather Mast of record in Instrument No. 201712190178228;

Thence **N 78° 52' 31" E**, with the northerly line of the remainder of said Original 88.011 acre tract and the southerly line of said Mast tract, **103.09 feet** to an iron pin set at the southeasterly corner of said Mast tract and the southwesterly corner of Lot 1 of said Haughn Heights;

Thence **N 79° 13' 05" E**, with the northerly line of the remainder of said Original 88.011 acre tract and with the southerly line of said Lot 1, **119.51 feet** to an iron pin set at the southeasterly corner of said Lot 1 and the southwesterly corner of said Reserve "A";

Thence with the westerly lines of said Reserve "A" and the easterly lines of said Lot 1, the following four (4) courses and distances;

N 02° 03' 57" E, 109.08 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of **30° 00' 00"** and a radius of **120.00 feet**, an arc length of **62.83 feet** and a chord bearing and distance of **N 12° 55' 57" W, 62.12 feet** to an iron pin set at a point of reverse curvature;

Parcel Description
~ 36.403 Acre ~
South of Orders Road
West of Hoover Road
-2-

with a curve to the right, having a central angle of $30^{\circ} 14' 01''$ and a radius of 180.00 feet, an arc length of 94.98 feet and a chord bearing and distance of $N 12^{\circ} 48' 57'' W$, 93.88 feet to an iron pin set at a point of reverse curvature;

with a curve to the left, having a central angle of $91^{\circ} 08' 49''$ and a radius of 20.00 feet, an arc length of 31.82 feet and a chord bearing and distance of $N 43^{\circ} 16' 21'' W$, 28.57 feet to an iron pin set at a point of tangency, said point being in the southerly right-of-way line of Orders Road;

Thence $S 87^{\circ} 28' 00'' E$, with the northerly line of said Reserve "A" and along said southerly right-of-way line, 100.32 feet to an iron pin set at a northeasterly corner of said Reserve "A" and northwesterly corner of Lot 2 of said Haughn Heights;

Thence with the easterly lines of said Reserve "A" and the westerly lines of said Lot 2, the following four (4) courses and distances:

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$ and a radius of 20.00 feet, an arc length of 31.42 feet and a chord bearing and distance of $S 47^{\circ} 03' 57'' W$, 28.28 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of $29^{\circ} 59' 54''$ and a radius of 120.00 feet, an arc length of 62.83 feet and a chord bearing and distance of $S 12^{\circ} 56' 00'' E$, 62.11 feet to an iron pin set at a point of reverse curvature;

with a curve to the right, having a central angle of $30^{\circ} 00' 00''$ and a radius of 180.00 feet, an arc length of 94.25 feet and a chord bearing and distance of $S 12^{\circ} 55' 57'' E$, 93.17 feet to an iron pin set at a point of tangency;

$S 02^{\circ} 03' 57'' W$, 95.40 feet to an iron pin set at a southeasterly corner of said Reserve "A" and southwesterly corner of said Lot 2;

Thence with northerly lines of the remainder of said Original 88.011 acre tract and southerly lines of said Haughn Heights, the following two (2) courses and distances:

$N 79^{\circ} 13' 05'' E$, 196.67 feet to a 1/2" iron pin found at an angle point;

$N 84^{\circ} 28' 45'' E$, 470.25 feet to a 3/4" iron pin found at the northeasterly corner of the remainder of said Original 88.011 acre tract, the southeasterly corner of said Haughn Heights and in the westerly line of that tract of land as conveyed to First Baptist Church of Grove City of record in Instrument No. 200212270333608;

Thence $S 02^{\circ} 39' 14'' W$, with the easterly line of said Original 88.011 acre tract and the westerly line of said First Baptist Church tract, 1055.64 feet to a 3/4" iron pin found at the southeasterly corner of said Original 88.011 acre tract and the northeasterly corner of that 10.009 acre tract of land as conveyed to David D. Armbrust and Kelli L. Armbrust of record in Instrument No. 201407210093138;

Thence $N 87^{\circ} 31' 27'' W$, with the southerly line of said Original 88.011 acre tract, the northerly line of said 10.009 acre tract and the northerly line of that 5.002 acre tract of land as conveyed to Tad D. Kuhn and Karla J. Kuhn of record in Instrument No. 201206220089709, 1800.14 feet to Franklin County Geodetic Survey monument 2017 found at the northwesterly corner of said 5.002 acre tract, the northeasterly corner of that 85.00 acre tract of land as conveyed to Rebecca J. Priwer of record in Instrument No. 200807310116550 and in the centerline of Haughn Road;

Parcel Description
~ 36.403 Acre ~
South of Orders Road
West of Hoover Road
-3-

Thence N 02° 36' 56" E, across the remainder of said Original 88.011 acre tract, with a westerly line of the remainder of said Original 88.011 acre tract, with an easterly line of that 0.290 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201511190163841, with an easterly line of said 0.896 acre tract and with the centerline of said Haughn Road, 695.11 feet to the *True Point of Beginning*. Containing 36.403 acres, more or less, inclusive of the present right-of-way which occupies 0.319 acres, more or less. Subject to all legal restrictions, easements and/or rights-of-way.

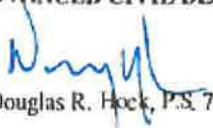
This description is based on existing records from the Franklin County Recorder's and the Franklin County Auditor's Office and an actual field survey by Advanced Civil Design, Inc. in November, 2017. A drawing of the above description is attached hereto and made a part thereof.

Bearings are based on the bearing of S 02° 36' 56" E for the centerline of Haughn Road between F.C.G.S. 2018 found and F.C.G.S. 2017 found (Ohio State Plane Coordinate System, South Zone, NAD83, NSRS 2007) and as established using a GPS survey.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio.

ADVANCED CIVIL DESIGN, INC.


Douglas R. Hock, P.S. 7661

3/12/19
Date:

Z:\17-0001-889\Survey\36.403 ac parcel desc.doc



EXHIBIT D

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR BROWN'S FARM TIF INCENTIVE DISTRICT

The Public Infrastructure Improvements that shall directly benefit or serve the Parcels, as that term is defined in Ordinance No. C-31-19 include any and all "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), and any and all "costs of permanent improvements," as that term is defined in R.C. Section 133.15(B), of the Public Infrastructure Improvements, including, but not limited to, payment of Debt Service Payments on obligations issued to finance the costs of the Public Infrastructure Improvements, as those sections may be amended from time to time. Without limiting the generality of the preceding sentence, the Public Infrastructure Improvements specifically may include the following:

public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and the enhancement of public waterways through improvements that allow for greater public access.

Date: 07/08/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mayor Stage
Sponsor: Mr. Robinette
Emergency: 30 Days: X
Current Expense: _____

No.: C-36-19
1st Reading: 07/15/19
Public Notice: 07/16/19
2nd Reading: 08/05/19
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-36-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES

WHEREAS, a new agreement has been negotiated between the City and Tyler Technologies for Public Safety software; and

WHEREAS, the current system will no longer support the growing and essential needs of the Grove City Division of Police, Jackson, Pleasant and Prairie Township Fire Departments; and

WHEREAS, the new system will add new features and capabilities that enhance the Division of Police's ability to dispatch for multiple jurisdictions; and

WHEREAS, the savings in annual maintenance cost will help fund a portion of the new system; and

WHEREAS, the total cost of the system will be \$629,860.00, with no payment in 2019, and payments of \$314,930.00 to be made in 2020 and 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into a contract with Tyler Technologies for new Public Safety software.

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Grove City, OH.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.

- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including

payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate

with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S.

Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Socrata Terms and Conditions. Tyler and Client hereby agree to add the Licensed Software added by Exhibit A of the License and Services Agreement, Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit G, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	INTENTIONALLY LEFT BLANK
Exhibit E	Statement of Work
	Schedule 1: Implementation and Training Support Services
	Schedule 2: Customer Requested Standard Software Enhancement/Modifications
	And/or Custom Software
Exhibit F	Additional Terms for New World Public Safety Hosted Components
	Schedule 1: Service Level Agreement
Exhibit G	Socrata Terms and Conditions

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Grove City, OH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Grove City
4035 Broadway
Grove City, OH 43123
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For
City of Grove City Police Department
3360 Park St
Grove City, OH 43123-2632
Phone: +1 (614) 277-1714

Quoted By: Tom Miller
Date: 5/23/2019
Quote Expiration: 8/17/2019
Quote Name: Grove City, OH CAD, Mobile, LERMS, FRMS
Quote Number: 2019-27130-4
Quote Description: CAD LERMS Mobile FRM

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Computer Aided Dispatch				
New World Enterprise Combined LE/Fire/EMS CAD	\$72,080	\$36,761	\$35,319	\$7,417
BOLOs	\$7,000	\$3,570	\$3,430	\$720
CAD AVL	\$8,000	\$4,080	\$3,920	\$823
Service Vehicle Rotation (Wrecker, Ambulance)	\$8,000	\$4,080	\$3,920	\$823
Web CAD Monitor	\$20,000	\$10,200	\$9,800	\$2,058
CAD Paging Interface	\$8,000	\$4,080	\$3,920	\$823
E-911 Interface	\$8,000	\$4,080	\$3,920	\$823
CAD NCIC Interface	\$14,000	\$7,140	\$6,860	\$1,441
ASAP Interface	\$10,000	\$5,100	\$4,900	\$1,029
Pre-Arrival Questionnaire Interface	\$8,000	\$4,080	\$3,920	\$823
Encoder Interface	\$8,000	\$4,080	\$3,920	\$823
Fire Records Interface	\$14,000	\$7,140	\$6,860	\$1,441
ePCR Interface	\$14,000	\$7,140	\$6,860	\$1,441
Law Enforcement Records Management System				
New World Multi-Jurisdictional Law Enforcement Records	\$36,960	\$18,850	\$18,110	\$3,803
Federal UCR/IBR	\$12,000	\$6,120	\$5,880	\$1,235
State Accidents	\$12,000	\$6,120	\$5,880	\$1,235
Alarm Tracking and Billing	\$10,000	\$5,100	\$4,900	\$1,029
Bicycle Registration	\$6,000	\$3,060	\$2,940	\$617
Case Management	\$6,000	\$3,060	\$2,940	\$617
Data Analysis/Crime Mapping/Management Reporting (LERMS)	\$15,000	\$7,650	\$7,350	\$1,544

Equipment Tracking	\$10,000	\$5,100	\$4,900	\$1,029
Narcotics Management/Intelligence	\$10,000	\$5,100	\$4,900	\$1,029
Orders of Protection	\$10,000	\$5,100	\$4,900	\$1,029
Pawn Shops	\$6,000	\$3,060	\$2,940	\$617
Property Room Bar Coding	\$6,000	\$3,060	\$2,940	\$617
Web Briefing Notes	\$7,000	\$3,570	\$3,430	\$720
Ticket Writer Interface (Supports Brazos)	\$0	\$0	\$0	\$0
Citizen Reporting Interface	\$18,000	\$9,180	\$8,820	\$1,852
Tyler Content Manager (TCM)	\$11,250	\$5,738	\$5,512	\$1,158
Incode Interface (Tickets)	\$0	\$0	\$0	\$0
Incode Interface (Warrants)	\$0	\$0	\$0	\$0
Public Safety Lineups/Mug Shots (LERMS)	\$18,000	\$9,180	\$8,820	\$1,852
NCIC Interface	\$26,000	\$13,260	\$12,740	\$2,675
Mobile				
New World Mobile Server	\$60,000	\$30,600	\$29,400	\$6,174
LE Dispatch/Messaging/State/NCIC (23)	\$9,200	\$4,692	\$4,508	\$947
Fire Dispatch/Messaging (20)	\$8,000	\$4,080	\$3,920	\$823
Drivers License Mag Stripe Reader/Barcode Reader Interface (23)	\$2,300	\$1,173	\$1,127	\$237
Mugshot Image Download (23)	\$2,300	\$1,173	\$1,127	\$237
In-Car Mapping / AVL (43)	\$6,450	\$3,311	\$3,139	\$659
In-Car Routing (43)	\$4,300	\$2,193	\$2,107	\$442
LE Field Reporting (Federal Standard) (23)	\$9,200	\$4,692	\$4,508	\$947
LE Accident Field Reporting (1 form) (23)	\$6,900	\$3,519	\$3,381	\$710
MCT Ticket Writer Interface (supports Brazos) (23)	\$0	\$0	\$0	\$0
Mobility Site License for CrewForce and ShieldForce	\$71,013	\$36,217	\$34,796	\$7,307
ShieldForce - LE Dispatch with Advanced Mapping	\$0	\$0	\$0	\$0
CrewForce - Fire Dispatch	\$0	\$0	\$0	\$0
Other Software				
CAD Data Mart / Includes 2 users	\$4,000	\$2,040	\$1,960	\$412
CAD Dashboards	\$12,000	\$6,120	\$5,880	\$1,235
Law Enforcement Records Management Data Mart / Includes 2 users	\$4,000	\$2,040	\$1,960	\$412
LE Records Management Dashboards	\$12,000	\$6,120	\$5,880	\$1,235
Workstation License	\$0	\$0	\$0	\$0
Sub-Total:	\$630,953	\$321,809	\$309,144	\$64,920
Less Discount:	<u>\$321,809</u>			<u>\$64,920</u>
TOTAL:	\$309,144		\$309,144	\$0

Annual/SaaS

Description	Quantity	Fee	Discount	Annual
Socrata Public Safety Analytics (includes Citizen Connect)	1	\$6,000	\$0	\$6,000
Mobility Hosting Fee	1	\$3,000	\$0	\$3,000
TOTAL:				\$9,000

Services

Description	Quantity	Unit Price	Discount	Total
Project Management	1	\$68,800	\$0	\$68,800
High Availability System Assurance and Software Installation (2 environments)	1	\$20,880	\$0	\$20,880
Mobility Implementation	1	\$2,320	\$0	\$2,320
GIS Implementation (1 county)	1	\$22,620	\$0	\$22,620
NCIC (Multiple) Installation	1	\$21,025	\$0	\$21,025
Decision Support Software Implementation	2	\$4,350	\$0	\$8,700
Web CAD Monitor Installation	1	\$1,160	\$0	\$1,160
CAD Paging Interface Installation	1	\$1,160	\$0	\$1,160
E-911 Interface Installation	1	\$1,160	\$0	\$1,160
ASAP Interface Installation	1	\$5,800	\$0	\$5,800
Pre-Arrival Questionnaire Interface Installation	2	\$1,160	\$0	\$2,320
Encoder Interface Installation	1	\$3,480	\$0	\$3,480
Fire Records Interface Installation	1	\$2,320	\$0	\$2,320
ePCR Interface Installation	1	\$2,320	\$0	\$2,320
Combined or Fire/EMS CAD Configuration	1	\$13,050	\$0	\$13,050
CAD Training (10 users ea.)	2	\$4,350	\$0	\$8,700
CAD Go-Live	1	\$8,700	\$0	\$8,700
Web Briefing Notes Installation	1	\$1,160	\$0	\$1,160
Ticket Writer Interface (Supports Brazos) Installation	1	\$0	\$0	\$0
Citizen Reporting Interface Installation	1	\$2,320	\$0	\$2,320
Incode Interface (Tickets) Installation	1	\$0	\$0	\$0
Incode Interface (Warrants) Installation	1	\$0	\$0	\$0
LERMS Configuration (up to 2 counties)	1	\$13,050	\$0	\$13,050
LERMS Training (10 trainers ea.)	1	\$4,350	\$0	\$4,350
LERMS Go-Live (standard)	1	\$4,350	\$0	\$4,350
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Configuration	1	\$14,500	\$0	\$14,500
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Training (10 trainers ea.)	1	\$8,700	\$0	\$8,700

Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Go-Live	1	\$8,700	\$0	\$8,700
Law Enforcement Field Based Accident Reporting Configuration	1	\$5,800	\$0	\$5,800
Custom Interface to Matrix (one-way)	1	\$17,600	\$0	\$17,600
Socrata Implementation Services	1	\$1,160	\$0	\$1,160
TOTAL:				\$276,205

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Diagramming Software (Scene PD) Units (includes 1st yr maintenance)	23	\$307	\$7,061	\$0	\$0
Embedded Third Party Software	1	\$16,500	\$16,500	\$3,465	\$3,465
Esri ArcGIS Engine Runtime for CAD Workstations	7	\$500	\$3,500	\$105	\$735
Esri Mobile In-Car Mapping and Routing unit(s)	43	\$250	\$10,750	\$53	\$2,258
Bar Coding Scanner Kit w/Signature Pad	1	\$3,600	\$3,600	\$0	\$0
Digital Camera for Mug Shots	1	\$1,350	\$1,350	\$0	\$0
L-TRON 2D Bar Code Imager	5	\$350	\$1,750	\$0	\$0
3rd Party Hardware Sub-Total:			\$6,700		\$0
3rd Party Software Sub-Total:			\$37,811		\$6,458
Less Discount:					\$6,458
TOTAL:			\$44,511		\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$309,144	\$64,920
Total Annual Fees		\$9,000
Total Tyler Services	\$276,205	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$44,511	\$6,458
Travel and Living Expenses	\$66,000	
Summary Total	\$695,860	\$80,378

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality. Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Unless a Workstation License is included, New World CAD includes 6 licenses.

Assumptions

Unless a Workstation License is included, New World Law Enforcement Records includes 18 licenses.

Federal UCR/IBR includes edits, reports and electronic submission.

State Accidents includes logic and reports; electronic submission is included where mandated by the State.

AVL requires third-party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; Client must provide magnetic stripe/2D encoding format.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

A Workstation License for up to 100 workstations is included for the Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Grove City, Ohio

Socrata Assumptions

- Any billing inquiries by Customer should be directed to Socrata's Billing Department at 206 686.7525 email at di-billing@tylertech.com or by writing Billing Department, 255 South King St Suite 1100 Seattle, WA 98104. Unless expressly set forth in the Order, fees in this order are exclusive of taxes, travel and expenses, and third party reseller fees.

- No PO Terms Apply. Pre-printed additional or conflicting terms included in Customer's purchase order form do not apply to this order and are rejected by Socrata (unless Socrata physically signs the Customer purchase order).

- Binding When Signed by Both Parties. This order is binding upon signature of both parties (except if the purchase is administered through a reseller leveraging a contract vehicle (e.g., GSA, NASPO), then this order is binding when Socrata accepts the purchase order from reseller).

- Governing Agreement. This order is governed by (a) the written platform services agreement signed by both parties; (b) if no written agreement is signed, then the Terms of Service found at <https://socrata.com/terms-of-service/>; or (c) if through reseller leveraging a contract vehicle (e.g., GSA, NASPO), the then-current Socrata GSA platform subscription at http://www.carahsoft.com/application/files/1814/8606/0631/Mod_-_1000_-_Socrata_CSA_and_Carahsoft_Rider_-_GSA-vetted_and_approved_1....pdf, which is incorporated herein by reference (Agreement).

- Prime Contracting Issues. If Customer is a Prime Contractor, the Prime Contractor is deemed the "Customer" under this order, the end user is the user of the software services, and Socrata is a third-party software service provider. Prime Contractor is responsible for all payments under this order.

- Customer Billing Contact. If Customer requires a purchase order for Socrata to receive payment, a purchase order must be approved and a copy submitted together with this order by reference. If Customer does not issue purchase orders, Customer hereby provides the reference number and billing address for all invoices and agrees to promptly update Customer should such information change.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. One Time Fees.

- 1.1 License fees; Professional Services fees, including Implementation and Other Professional Services (including training), Requested Custom Software Interfaces and other Fixed Price Services; Third Party Software License Fees, and; Third Party Hardware will be invoiced as follows:

\$314,930.00 on January 15, 2020

\$314,930.00 on January 15, 2021

Total: \$629,860.00

2. Recurring Fees.

- 2.1 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rate listed in the Investment Summary, are payable one year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.
- 2.2 *New World Hosting Fees:* New World Hosting Fees: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 2.3 *SaaS Fees.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of Exhibit G to this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Unless otherwise set forth in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services will be based on the then-current prices.

3. Third Party Products.

- 3.1 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software):* The first year maintenance fees for the Third Party Software, if any, is invoiced in accordance with paragraph

1 of this Exhibit B. Year 2 maintenance fees for the Third Party Software are payable one year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

4. Expenses. The amount of Travel and Living Expenses in the Investment Summary is an estimate. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our

then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D
Third Party End User License Agreement

INTENTIONALLY LEFT BLANK



Exhibit E

Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.



Exhibit E Schedule 1 Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate

polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your server(s).

- a) Hardware Quality Assurance Services (High Availability Environment):
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of our Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability Recovery Scenarios
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration



Exhibit E
Schedule 3
Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Matrix Case Export:

Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

(1) Review the required features for the items set forth in paragraph 1, above, with you.

(2) Prepare a Requirements Document (RD) to include:

- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Conduct the programming and programming test.

(4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4) We complete programming from RD and provide the associated deliverable to you.	To be determined
(5) You test software modification based on RD.	To be determined

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and in the Interface Control Document(s) (ICD) listed below.

Interface Control Document (ICD)

Grove City, OH

Interface	Matrix Case Export
<i>Direction</i>	Export
<i>Third Party</i>	Matrix
<i>Record Type</i>	Global Subject; Case
<i>Detailed Description</i>	Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts. The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World case module. No new fields will be added to the database or user screen.
<i>Assumptions</i>	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.



Exhibit F

Additional Terms for New World Public Safety Hosted Components

We will provide you with the New World Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"New World Public Safety Components"** means the New World Public Safety hosted components of Tyler Software identified in the Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the New World Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the New World Public Safety Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for New World Public Safety Components.

- 2.1. We will either host or engage Third Party Services in order to host the New World Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the New World Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware,

and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit F Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any

remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit G

Socrata Terms and Conditions

SECTION A – DEFINITIONS

- **"Socrata Agreement"** means this Software as a Service Agreement.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded.
- **"API"** means application-programming interface.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A.
- **"Client"** means Grove City, OH.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Effective Date"** means the Amendment Effective Date.
- **"Amendment Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Monthly Active Users"** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Socrata Agreement are identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement described in Section C of this Socrata Agreement.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Socrata.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Socrata grants to Client the non-exclusive, non-assignable limited right to use the Socrata GeoAnalytics and Transparency product on a subscription basis according to the terms of the SLA. Client may access updates and enhancements to the product, as further described in Section C(1).
2. SaaS Fees. Client agrees to pay Socrata the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client may add additional users or additional data storage on the terms set forth in Section I(1) of the License and Services Agreement.
3. Ownership.
 - 3.1 Socrata retains all ownership and intellectual property rights to the SaaS Services, as well as anything developed by us under this Socrata Agreement.
 - 3.2 When Client uploads or provides Client Data to Socrata's SaaS platform, Client grants to Socrata a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.
 - 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Socrata has no control over a Public User's use, distribution, or misuse of Client Data. Socrata has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.
 - 3.4 Socrata reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
 - 3.5 While Socrata agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.
 - 3.6 Socrata may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
 - 3.7 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.8 Client retains all ownership and intellectual property rights to the Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Socrata

does not create or endorse any Data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

- 3.9 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Socrata (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.
4. Restrictions. You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Socrata's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. The Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data.
5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Socrata pursuant to this Socrata Agreement are the proprietary property of Socrata and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Socrata. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Socrata reserves all rights unless otherwise expressly granted in this Socrata Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.
7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Socrata promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Socrata regarding the same.
8. Client Data Backup. Client is providing Socrata a copy of Client Data. Client acknowledges and understands

that Socrata and the SaaS Services are not the system of record of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Socrata and Client.

9. APIs. Socrata will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Socrata grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
- a. Client may not use the APIs in a manner--as reasonably determined by Socrata--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Socrata can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
 - b. Socrata may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Socrata will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Socrata may add new endpoints or fields in API results without prior notice to Client.
 - c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Socrata ("Non-Socrata Applications"). Client is solely responsible for development, license, access to and support of Non-Socrata Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Socrata Application.
 - d. Socrata does not own any open source code that may be provided with the APIs, and any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.
10. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures).
11. Notice of Data Breach. If Socrata knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be

necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Socrata will provide notice in accordance with applicable State data breach notification laws.

SECTION C – OTHER SERVICES

1. Service Level Agreement & Warranty.

- 1.1 Service Warranty. Socrata warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Socrata has the right to update functionality. The support policies may change but will not materially degrade during the term. Socrata may deprecate features upon at least 30 days' notice to Client, but Socrata will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.
- 1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

- 1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not

renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third-Party Platform Services. Client will be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts. As of the Effective Date, Third-Party Service contracts include the AWS Service terms located at <https://aws.amazon.com/service-terms/> and are provided as-is.
2. Disclaimer. You acknowledge that we are not the provider of any Third Party Platform Services. We do not warrant or guarantee the performance of the Third Party Platform Services.

SECTION E – OMITTED

SECTION F – TERM, TERMINATION, and SUSPENSION OF SaaS SERVICES

1. Term. The initial term of this Socrata Agreement is one (1) year from the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.
2. Termination. This Socrata Agreement may be terminated as set forth below. In the event of termination, Client will pay Socrata for all undisputed fees and expenses related to the SaaS Services, products, and/or other services you have received, or Socrata has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section F(2) of the License and Services Agreement.
 - 2.1 Failure to Pay SaaS Fees. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If Client believes Socrata has materially breached this Socrata Agreement, you will invoke the Dispute Resolution clause set forth in Section H(1) of the License and Services Agreement. Client may terminate this Socrata Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Socrata Agreement within the thirty (30) day window set forth in Section H(1) of the License and Services Agreement.
 - 2.3 Force Majeure. Either party has the right to terminate this Socrata Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to

utilize the SaaS Services, you may unilaterally terminate this Socrata Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

- 2.5 Fees for Termination without Cause during Initial Term. If Client terminates this Socrata Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Socrata terminates this Socrata Agreement during the initial term for Client's failure to pay SaaS Fees, Client shall pay Socrata 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term.
3. Return of Client Data. Upon request, Socrata will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
4. Return of Socrata Property. Upon termination of this Socrata Agreement, Client agrees to destroy or return all Socrata property that is in your possession. Upon our request, you will confirm your compliance with this requirement in writing.
5. Suspension of SaaS Services. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Socrata will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

SECTION G – OMITTED

SECTION H – OMITTED