

Chapter 531. TAX ABATEMENTS

[HISTORY: Adopted by the Council of the City of Easton as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Redevelopment Authority — See Ch. 12, Art. VI.

Vacant Property Review Committee — See Ch. 152.

Article I. Industrial, Residential and Commercial Property

[Adopted 11-14-1979 by Ord. No. 2521 (Art. 346 of the 1965 Codified Ordinances)]

§ 531-1. Definitions.

As used in this article, the following words and phrases shall have the meaning set forth below:

“BECOMES ASSESSABLE”

Immediately following issuance of the state and local occupancy permits.

DETERIORATED PROPERTY

Any industrial, commercial, **residential** or other ~~business~~ property owned by an individual, association or corporation, and located in ~~a deteriorating area~~ **the LERTA** district areas or parcels, as provided by ~~map and parcel list~~ by resolution of Council *Editor's Note: Council, by resolution, has designated boundaries of deteriorated areas subject to this Article I.* or any such property which has been the subject of an order by the City requiring the unit to be vacated, condemned or demolished by reason of noncompliance with laws, ordinances or regulations.

IMPROVEMENT

Repair, construction or reconstruction, including alterations and additions, having the effect of rehabilitating a deteriorated property so that it becomes habitable or attains higher standards of safety, health, economic use or amenity or is brought into compliance with laws, ordinances or regulations governing such standards. Ordinary upkeep and maintenance shall not be deemed an improvement.

LERTA

Local Economic Revitalization Tax Assistance Act

LERTA DISTRICT

Area or parcels identified by City Council by Resolution

LOCAL TAXING AUTHORITY

The City of Easton, the Easton Area School District, the County of Northampton or any other governmental entity having the authority to levy real property taxes within the City of Easton.

MUNICIPAL GOVERNING BODY
The City of Easton.

§ 531-2. Exemption amount.

- A. The amount to be exempted shall be limited to that portion of the additional assessment attributable to the actual cost of improvements.
- B. The exemption shall be limited to that improvement for which an exemption has been requested in the manner set forth below and for which a separate assessment has been made by the Revenue Appeals Board of Northampton County.

§ 531-3. Exemption schedule.

Subject to the conditions, requirements, and limitations set forth in this Resolution, taxpayers making assessable improvements to deteriorated property located in the LERTA district may apply for and may be granted a real estate tax exemption limited to the amounts in Section 2 above subject to the following schedule:

A. Improvements.

- ~~(1) For the first, second, third, fourth and fifth year for which improvements would otherwise be taxable, 100% of the eligible assessments shall be exempted; after the fifth year, the exemption shall terminate.~~

[Amended 12-21-1995 by Ord. No. 3419]

- (a) For the first year immediately following the date upon which the improvement becomes assessable, 100% of the additional assessment shall be exempted.***
- (b) For the second year immediately following the date upon which the improvement becomes assessable, 90% of the additional assessment shall be exempted.***
- (c) For the third year immediately following the date upon which the improvement becomes assessable, 80% of the additional assessment shall be exempted.***
- (d) For the fourth year immediately following the date upon which the improvement becomes assessable, 70% of the additional assessment shall be exempted.***
- (e) For the fifth year immediately following the date upon which the improvement becomes assessable, 60% of the additional assessment shall be exempted.***
- (f) For the sixth year immediately following the date upon which the improvement becomes assessable, 50% of the additional assessment shall be exempted.***

(g) For the seventh year immediately following the date upon which the improvement becomes assessable, 40% of the additional assessment shall be exempted.

(h) For the eighth year immediately following the date upon which the improvement becomes assessable, 30% of the additional assessment shall be exempted.

(i) For the ninth year immediately following the date upon which the improvement becomes assessable, 20% of the additional assessment shall be exempted.

j) For the tenth year immediately following the date upon which the improvement becomes assessable. 10% of the additional assessment shall be exempted.

(k) After the tenth year the exemption shall terminate.

(l) (2) The exemption from real property taxes granted under this article shall be upon the property and shall not terminate upon the sale or exchange of the property.

~~(3) If an eligible property is granted a tax exemption pursuant to this article, the improvements shall not, during the exemption period, be considered as a factor in assessing other properties. Editor's Note: Original Section 346.06(b), New Construction, which immediately followed this subsection, was repealed 11-14-2007 by Ord. No. 5033.~~

§ 531-4. Notice to taxpayers.

[Amended 11-14-2007 by Ord. No. 5033; 2-11-2009 by Ord. No. 5188]

A. There shall be placed in the Bureau of **Planning and** Codes, on prominent display, the following:

Under the provisions of Chapter 531, Article I, of the Code of the City of Easton, PA, **as amended**, you may be entitled to a property tax exemption on your contemplated alterations in certain designated areas of the City. An application for exemption may be secured from the City of Easton and must be filed with the City of Easton at the time a building or alteration permit is secured.

B. At the time a building or alteration permit is secured for the construction of an improvement for which an exemption is requested, the taxpayer shall apply to the City of Easton's Bureau of **Planning and** Codes or any successor agency thereto for the exemption provided for in this article. Request for the exemption must be in writing certified in full as prescribed by the City setting forth the following information:

(1) The date ~~the building a~~ **final executed building** permit ~~or alteration permit~~ was issued for such **said** improvements.

(2) The type of improvement.

- (3) The summary of the plan of the improvement.
- (4) The cost of the improvement.
- (5) That the property has been inspected and verified by the City of Easton, Bureau of *Planning and Codes*.
- (6) Any or all such additional information the City *of Easton* may require.

§ 531-5. Procedure for obtaining exemption.

A copy of the request for exemption shall be forwarded by the City *of Easton* to the appropriate county administrative agency responsible for the assessment and valuation of real property for tax purposes. Upon completion of the improvement, the taxpayer shall notify the City *of Easton* and the appropriate county agency so that the agency may assess the improvements separately for the purpose of calculating the amount of assessment eligible for tax exemption in accordance with the limits established in this article. The City *of Easton* will then obtain from the appropriate county agency the amount of the assessment eligible for exemption and will notify the taxpayer. The Treasurer is authorized to make refunds, if applicable, only after the appropriate county agency has notified the Treasurer of its separate assessment upon the improvement for which an exemption is requested. Appeals from the reassessment and the amount eligible for the exemption may be taken by the taxpayer or the City *of Easton* as provided by law.

§ 531-6. Termination.

[Amended 11-29-2000 by Ord. No. 3884; 11-14-2007 by Ord. No. 5033]

~~Unless otherwise repealed by Council, this article shall terminate on December 31, 2012. The Mayor shall submit a written report to Council, which shall inform Council as to how this article has been administered, the effects of this article on the community and include any suggestions or recommendations for this article's reenactment, modification or repeal. Nothing contained herein shall act to prohibit Council from enacting a similar ordinance after December 31, 2012. Any property tax exemption granted under the provisions of this article shall be permitted to continue according to the exemption schedule found in § 531-3 even if this article expires or is repealed.~~

This Ordinance shall be effective immediately upon passage and shall terminate on December 31, 2017 unless otherwise repealed by the Easton City Council. Any property tax exemptions granted under the provisions of this Resolution shall be permitted to continue according the exemption schedule found in Section 3, unless any such property tax exemption is rescinded in accordance with the default provisions of this Ordinance, even if this Ordinance expires or is repealed.

§531-7 Hearing Board.

A Tax Abatement Hearing Board shall consist of the Business Administrator of the City of Easton, the Director of the Department of Community and Economic Development of the City of Easton, the Director

of Fiscal Affairs of the County of Northampton, the Assistant to the Superintendent for Finance and Administration of the Easton Area School District and the Business Manager of the Easton Area School District for resolution of differences between the approving authority and the owner-taxpayer of the improved property on matters concerning interpretation and execution of the provisions of this Resolution. The Hearing Board shall have the following powers:

- (1) To hear appeals from any person aggrieved by the application of this Resolution.**
- (2) To make rules with regard to conducting its hearings.**
- (3) To make such findings of fact as may be required by the application of this Resolution.**
- (4) To decide questions presented to the Board.**
- (5) To affirm, revoke or modify the decision of the City of Easton as to the eligibility of a particular property for the Property Tax Abatement as provided for in this Resolution.**
- (6) The Board shall meet upon notice of the Chairman within thirty (30) days of the filing of an appeal and shall render its decision within thirty (30) days after the appeal hearing.**
- (7) Every action of the Board shall be by resolution and certified copies furnished to the appellant.**
- (8) All hearings shall be public; and the appellant or any other person whose interests may be affected by the matter on appeal shall be given an opportunity to be heard.**
- (9) For the purposes of this Resolution, every action of the Board shall require a simple majority of the members in attendance. Attendance at the hearing by three (3) members of the Board shall be required to constitute a quorum for a meeting and for action on an appeal.**

§531-8 Severability.

The provisions of this Resolution are severable and if any of its Sections, clauses or sentence shall be held illegal, invalid or unconstitutional, such provisions shall not affect or impair any of the remaining sections, clauses or sentences. It is hereby declared to be the intent of Council that the Resolution would have been adopted if such illegal, invalid or unconstitutional section, clause sentence had not been included herein.

§ 531-7. 9 Contingency.

[Amended 11-29-2000 by Ord. No. 3884; 11-14-2007 by Ord. No. 5033]

Notwithstanding any other provisions of this article, this article shall remain in full force and effect ~~without condition~~ **conditioned** upon the Easton Area School District and the County of

Northampton enacting similar ordinances or resolutions with identical deteriorated areas as those designated by the Council of the City of Easton.

§ 531-10. Default

Tax abatement under this Resolution shall be available only for those properties for which real estate taxes are promptly paid and discharged when due. Any property that is declared delinquent as established by the statutes of the Commonwealth of Pennsylvania shall lose the LERTA benefits and any and all currently due and future taxes shall be due and payable at the unabated assessment and tax rate.

§ 531-11. Appeal of Default.

Properties that have been declared delinquent may appeal the rescission of the LERTA benefits by providing a written request to the Hearing Board providing a basis for the appeal and the justification for the waiver of the requirements of Section II.

§ 531-12 Repeal

All Resolutions and parts of Resolutions inconsistent herewith be, and the same are hereby repealed.

§ 531- 8. 13 Effective date.

[Amended 11-29-2000 by Ord. No. 3884; 11-14-2007 by Ord. No. 5033]

~~This article shall take effect March 1, 1980, and shall remain in effect thereafter from year to year, unless repealed, until December 31, 2012.~~

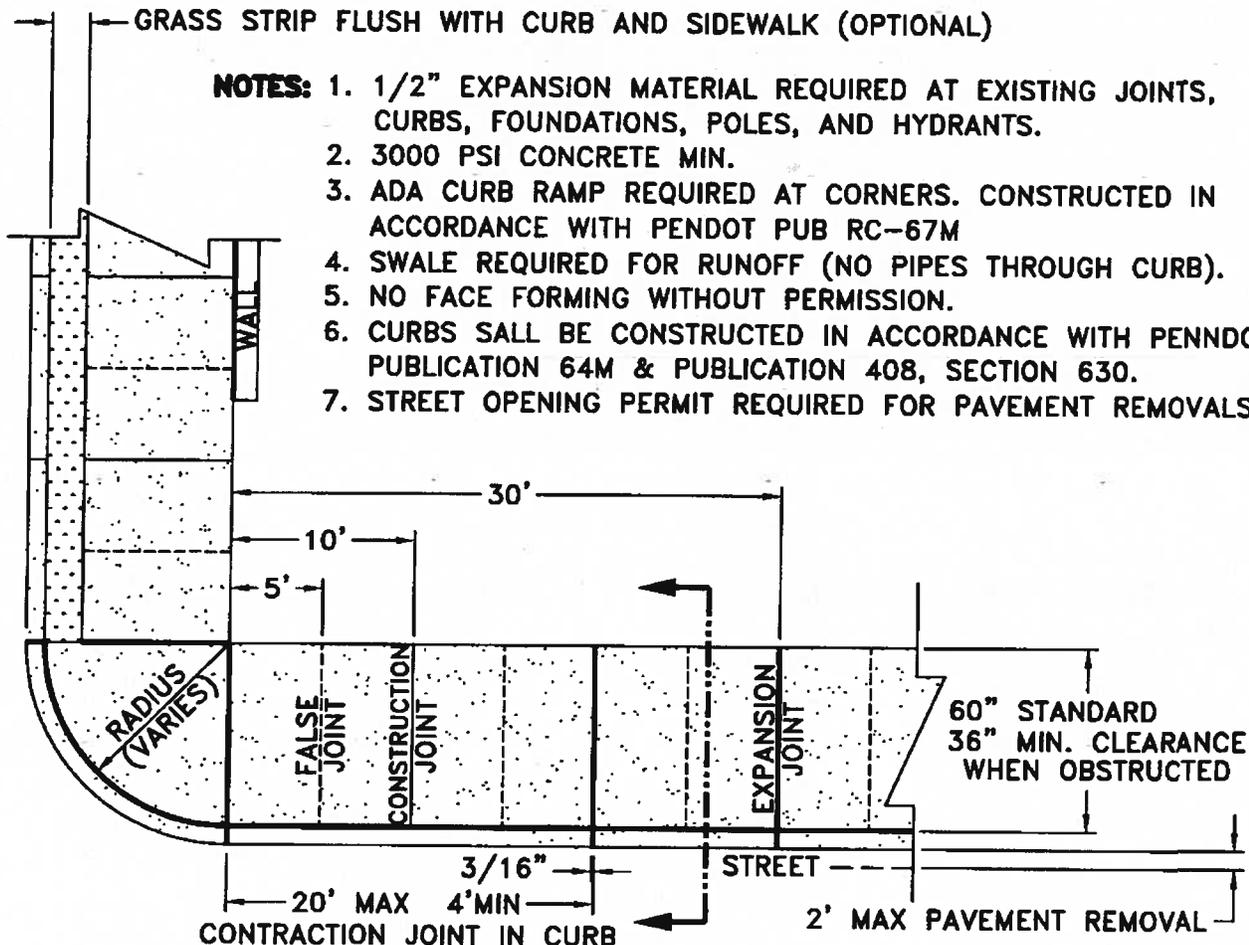
This article shall take effect immediately and shall remain in place until December 31, 2017.

DATE: 3/05/12

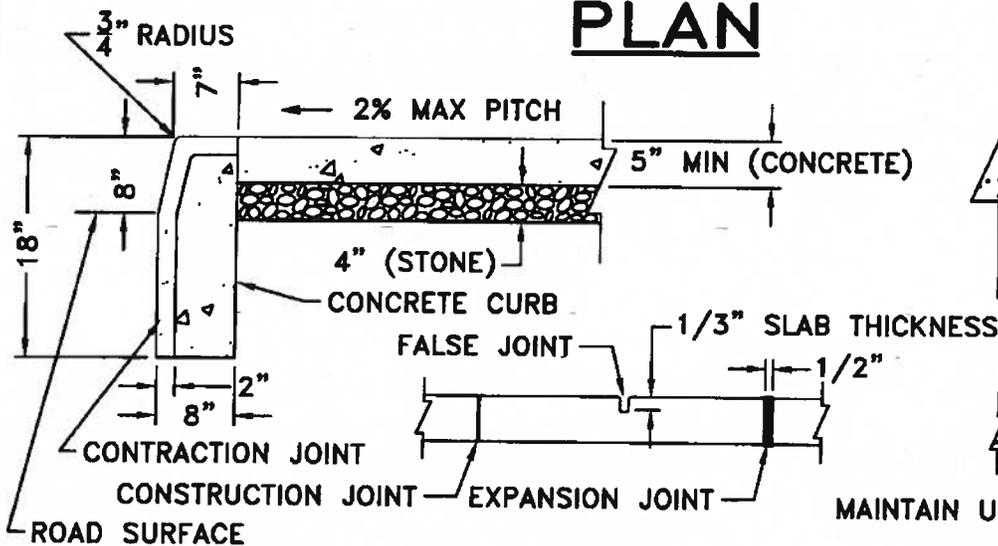
CITY OF EASTON BUREAU OF ENGINEERING CURB AND SIDEWALK STANDARDS

GRASS STRIP FLUSH WITH CURB AND SIDEWALK (OPTIONAL)

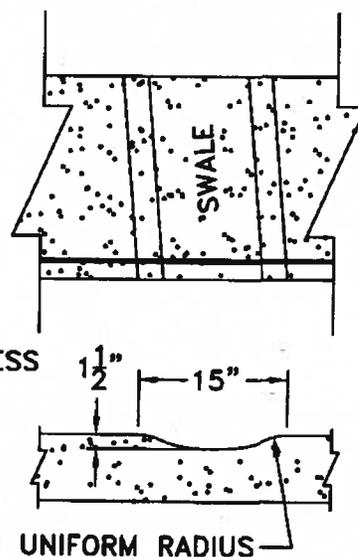
- NOTES:**
1. 1/2" EXPANSION MATERIAL REQUIRED AT EXISTING JOINTS, CURBS, FOUNDATIONS, POLES, AND HYDRANTS.
 2. 3000 PSI CONCRETE MIN.
 3. ADA CURB RAMP REQUIRED AT CORNERS. CONSTRUCTED IN ACCORDANCE WITH PENNDOT PUB RC-67M
 4. SWALE REQUIRED FOR RUNOFF (NO PIPES THROUGH CURB).
 5. NO FACE FORMING WITHOUT PERMISSION.
 6. CURBS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PENNDOT PUBLICATION 64M & PUBLICATION 408, SECTION 630.
 7. STREET OPENING PERMIT REQUIRED FOR PAVEMENT REMOVALS.



PLAN



CROSS-SECTION



SWALE



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

October 22, 2010
REVISED December 20, 2011

Proposal #10-19365B

Mr. Lou Ferrone, Chairman
Easton Parking Authority
650 Ferry Street
Easton, PA 18018

Mr. Salvatore J. Panto, Mayor
City Of Easton
One South Third Street
Easton, PA 18042

**RE: Proposal for Professional Services - Design Development and Preparation of Construction Documents For Parking Structure
Easton Intermodal Transit Center, 123 and 181 South Third Street
City of Easton, Northampton County, PA
Tax Map ID# L9SE2A 31 1 0310 and L9SE2D 8 1A 0310**

Dear Mr. Ferrone and Mayor Panto:

Thank you for the opportunity to submit this proposal. Enclosed please find a proposal in the form of a Professional Service Agreement for design development and preparation of construction documents for the above referenced project. This proposal is based on prior discussions with the City, the Feasibility Study Report dated February 5, 2010, the Subdivision, Land Development, and Architectural applications which have received Final Approval by the City, and our experience with similar projects.

We will provide the services related to this project on a lump sum basis.

This proposal is valid for a period of 60 days. To authorize work on this project, please sign one (1) copy of the Agreement and return it to our office.

If you have any questions please do not hesitate to contact us.

Sincerely,

PENNONI ASSOCIATES INC.


David S. Horton, PE
Senior Engineer


Andrew Bennett, PE
Regional Vice President

DSH
enclosures



PROFESSIONAL SERVICE AGREEMENT

Proposal # 10-19365B

Mr. Lou Ferrone, Chairman
Easton Parking Authority
650 Ferry Street
Easton, PA 18018

and

Pennoni Associates Inc.
2041 Avenue C, Suite 100
Bethlehem, PA 18017
610-231-0600

Mr. Salvatore J. Panto, Mayor
City Of Easton
One South Third Street
Easton, PA 18042

October 22, 2010
REVISED December 20, 2011

The Project Team of Pennoni Associates, Inc. (Engineer) and Spillman Farmer Architects (Architect) are pleased for the opportunity to submit this proposal to the Easton Parking Authority and City of Easton (Owners). This proposal is for engineering and architectural services for the detailed design (i.e. design development and construction documents) for the new **parking structure** (Component 1) associated with the Easton Intermodal Facility. Engineering and architectural services for the commercial building (Component 2) have been defined within a separate proposal (See Proposal #10-19365A), as requested by the Owners. It has been assumed the detailed design for both components will be performed in parallel and concurrently with the each other. The Easton Intermodal Facility will be located on South Third Street in Easton's Downtown District.

The Intermodal Project Design is a result of the Feasibility Study Report (dated February 5, 2010) as well as the Subdivision, Land Development, and Architectural applications which have received Final Approval by the City. The project proposes a parking structure as Component 1, which will contain one (1) ground floor and three (3) elevated levels. The ground floor will serve as an intermodal transportation center (capable of accommodating 8 to 10 buses) while the elevated levels will provide parking for approximately 357 vehicles. The project proposes a commercial building (separate proposal) along the frontage of South Third Street as Component 2, which will contain one (1) ground floor and two (2) elevated levels. Each level of commercial building will contain approximately 16,000 S.F. of commercial space, with a total gross building square footage totaling between 45,000 and 48,000 S.F. Currently the first floor is programmed to receive an intermodal office, restaurant, and retail space. The second and third floors are programmed to receive museum and office space. Adjacent to the first floor restaurant space will be a 5,000 SF public "pocket park".

For the purposes of this proposal, the Project Team has assumed that separate design packages will be developed for each Component (Parking and Commercial) of the project. It is understood the previously prepared and approved Land Development and Architectural Plans are considered the schematic design of the two components for this proposal. Given Project Team's current understanding of the project's background, we propose the following scope of services:

SCOPE OF SERVICES

1.0 COMPONENT 1 – PARKING STRUCTURE

1.1 ARCHITECTURAL DESIGN SERVICES

1.1.1 Design/Development Phase

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents associated with the Parking Structure for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

The Architect shall update the estimate of the Cost of the Work

The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.1.2 Construction Document Phase

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

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

During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding

requirements and sample forms.

The Architect shall update the estimate for the Cost of the Work.

The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.2 GEOTECHNICAL ENGINEERING

The Engineer's work for the Parking Structure will include field exploration, geotechnical laboratory testing, engineering analyses, and consulting services.

~~A review of an aerial photograph, a Grading Plan prepared by Pennoni Associates, and a site reconnaissance revealed that the site is occupied by two existing structures. It is estimated that two borings for the proposed structures will conflict with the former Marquis Theater building. We are proposing to complete those borings after completion of demolition of the existing building. The remaining boring locations should be accessible to a truck-mounted drill rig, but damage to tree limbs above boring locations might occur. The cost for repairs/replacement of damaged trees is not included herein. Every effort will be made to offset the boring locations to minimize disturbance to existing features.~~

The Engineer's work will be performed by qualified personnel under the direction of a registered professional geotechnical engineer; the reports will be signed by that engineer.

- A. Available Data – We will compile, review, and evaluate readily available existing information related to the current and proposed development at the referenced site. We will research our files for nearby projects and review available subsurface data. We will review subsurface exploration reports prepared by others that are provided to us for work conducted at this site.
- B. Field Exploration – Based on our reviews, we will develop/modify exploration and testing programs to obtain the necessary information pertinent to interpretation of subsurface conditions at the project site. We will stake out exploration locations in the field and determine ground surface elevations. Based on the current building configuration and our experience, we are proposing 9 test borings to a depth of 15 ft each for a total estimated earth drilling/sampling of 135 linear ft. This assumption is based on a review of previous cone penetration testing by others. We have budgeted to core rock 10 ft at each boring for a total of 90 linear ft of rock coring.
- C. Drilling and sampling will be in accordance with ASTM D 1586, D 1587, and D 2113, as appropriate.
- D. Laboratory Analysis – Samples obtained in the field will be visually checked in the laboratory. Tests will be performed on selected representative samples to determine classification and engineering properties as required. Our services do not include testing or

other type of investigation regarding the possible presence of hazardous or toxic substances either on-site or in imported materials.

E. Report and Recommendations – We will make engineering analyses to include interpretation of subsurface conditions at the project site, evaluation of conditions with respect to the proposed construction, settlement analyses, and bearing capacity analyses. The report will present our conclusions and recommendations regarding:

1. Design frost depth
2. Recommendations for foundation design, including discussion of alternate solutions if applicable
3. Discussion of potential for consolidation and/or differential settlements of substrata encountered
4. “General procedure” soil Site Class based on applicable IBC requirements
5. Slab-on-grade design
6. Lateral earth design pressures for retaining and basement walls
7. Excavation slope stability and the need for bracing
8. Ground water conditions and their impacts on design and/or construction
9. Removal or treatment of objectionable material
10. Rock excavation, if necessary
11. Use and treatment of in-situ materials for controlled fill
12. Quality assurance and field-testing and inspection during construction
13. Monitoring and/or protection of adjacent structures and construction during earthwork or foundation construction

F. Contingency Work – If additional test borings, auger probes, or test pits are required other than those outlined in this proposal, we will develop the recommended scope of work along with the associated fee(s) and present them for approval.

1.3 CIVIL SITE ENGINEERING AND LANDSCAPE ARCHITECTURE

1.3.1 Design/Development Phase

Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Civil Site and Landscape Architecture Design Development Documents associated with the Parking Structure for the Owner’s approval which will supplement those prepared by the Architect (i.e. plans, sections, elevations, and outline specifications).

1.3.2 Construction Document Phase

Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Civil Site and Landscape Architecture Construction Documents associated with the Parking Structure for the Owner’s approval which will supplement those prepared by the

Architect (i.e. drawings and specifications).

1.4 STRUCTURAL ENGINEERING/PARKING CONSULTING

1.4.1 Design/Development Phase

During this phase the Engineer will attend coordination meetings with the Project Team and Owner, develop the design of the structural system of the Parking Structure, provide approximate depth of structure information, locate and coordinate the column grid layout, and provide information on the types of foundation systems to be specified.

The Engineer will attend meetings with the Owner to finalize the layout of the Parking Structure, including vehicle and pedestrian circulation between levels. Elevations at elevators and stairs, drainage patterns, and durability-related issues concerning expansion joints, joint sealant and concrete properties will also be finalized.

The Engineer will develop, based on input from the Owner, recommendations for parking equipment and attendant booths, and will determine budgets and power requirements related to these items. Examples of colors and fonts for directional, wayfinding and regulatory interior signs/graphics associated with the intermodal and parking facility will be developed and reviewed with the Owner. The Engineer will develop an interior signage budget for the project.

1.4.2 Construction Document Phase

The Engineer will finalize the structural system and design the complete load supporting system including foundations, exterior panel support, vehicle protection systems, and the parking layout. The structural design will include the Primary Structural System as defined in the National Practice Guidelines for the Structural Engineer of Record prepared by the Coalition of American Structural Engineers. The Engineer will develop and document details and technical specifications for the interior signage, graphics and traffic markings. Signage, graphics and markings will be located on plans of each level and the budget will be updated.

The Engineer will attend coordination meetings with the Owner and prepare plans showing the layout of the parking equipment, attendant booths, lanes and curbs at the entrance plaza and exit plaza, working with the owner. We will prepare technical specifications for the same and update the related budgets. Technical project specifications will be prepared for the structural system and related durability measures. Bid drawings of the structure and of the functional parking layout of each level will be prepared. All drawings will be developed in AutoCAD format.

1.5 MEP ENGINEERING

1.5.1 Design/Development Phase

During this phase the Engineer will develop the Ventilation, Electrical and Plumbing systems required for the Parking Structure construction.

1.5.2 Construction Documents Phase

The Engineer will include preparation of plans and specifications for the Ventilation, Electrical and Plumbing systems required for the Parking Structure. Following is a breakdown of MEP engineering services that will be provided.

- A. Provide design of ventilation for the lower level intermodal transportation center if required by the International Mechanical Code. Upper levels are open and will not require mechanical ventilation.
- B. Provide plumbing design for rain water drainage from the surfaces of the parking garage.
- C. Provide electrical design for electrical service and distribution, power to the elevators, and lighting along with branch circuit wiring. We will also provide design and locations of fire alarm devices. We will coordinate requirements and design conduit runs only for communications and security.
- D. Provide fire protection design for a dry standpipe system as required by The International Building Code. A dry pipe sprinkler system will be included if required by the International Building Code.

SCHEDULE

The Project Team will endeavor to complete this project in accordance with the Client's scheduling requirements and has assumed a 7 to 10 month schedule for the above referenced design elements.

Design Development Phase	3 – 4 months
Construction Documents Phase	<u>4 – 6 months</u>
TOTAL	7 – 10 MONTHS

Construction administration and assistance with administration of the bid process is not included in this proposal and will extend beyond the above referenced detailed design schedule. It has been assumed that this work will run parallel and concurrent with the separate proposal and design work associated with the Commercial Building Structure (See Proposal #10-19365A).

DIRECT EXPENSES

Reproduction, travel, per diem, lodging, and overnight mail expenses are not included in the above lump sum prices. These direct expenses are considered reimbursable expenses and will be billed accordingly.

COMPENSATION

In consideration of the services performed by the Project Team in accordance with this Agreement, these services shall be provided on Lump Sum Basis. The total compensation pursuant to this Agreement for the scope of services outlined above shall be **three hundred and three thousand eight hundred dollars (\$303,800)**. Any additional work will be authorized in writing with a specific statement of additional work and specific statements to the additional cost.

Pennoni will invoice the Client on a monthly basis with payment due within thirty (30) days. In the event that such services are altered by a modification to this Agreement the Client and *Pennoni* shall, at the time of such modification, also agree to an equitable adjustment in the value stated above.

A breakdown of the cost by task is provided below:

Component 1 – Parking Structure

Architectural Services.....	\$130,800.00*
Geotechnical Engineering Services	\$17,500.00
Civil Site Engineering and Landscape Architectures Services.....	\$26,800.00
Structural Engineering Services	\$80,300.00
<u>Mechanical Electrical Plumbing Engineering Services</u>	\$48,400.00
SUBTOTAL	\$303,800.00

***TOTAL WITH ALTERNATE LEED SERVICES*..... \$303,800.00**

*Services from Subconsultants (e.g. Spillman Farmer Architects) have not received any markup from *Pennoni*

MEETINGS, ADDITIONAL WORK, AND FEE SCHEDULE

The fees outline are based on attendance at up to a maximum of ten (10) project meetings to be held either at *Pennoni*'s office or The City of Easton.

Additional work (i.e., work beyond the scope of this proposal), and meetings beyond those listed in the scope of work detailed above will be billed at the following hourly rates. Please note that these rates are for the calendar year 2011. An annual adjustment of rates is to be anticipated by the Client.

ENGINEER

Principal Engineer	\$165.00/hour
Senior Engineer/Geologist/Landscape Architect.....	\$125.00/hour
Senior Surveyor	\$120.00/hour
Project Engineer/Geologist/Landscape Architect.....	\$115.00/hour
Staff Engineer/Geologist/Landscape Architect.....	\$100.00/hour
Project Surveyor	\$95.00/hour
Sr. Designer	\$90.00/hour

Staff Surveyor	\$90.00/hour
Associate Engineer/Landscape Architect	\$85.00/hour
Associate Surveyor	\$80.00/hour
Graduate Engineer/Geologist/Landscape Architect.....	\$80.00/hour
Designer	\$80.00/hour
Senior Survey Technician.....	\$75.00/hour
CADD Technician	\$65.00/hour
Survey Technician	\$65.00/hour
Three Man Survey Crew	\$185.00/hour
Two Man Survey Crew.....	\$150.00/hour
Clerical.....	\$55.00/hour

ARCHITECT

Principal Architect.....	\$160.00/hour
Project Architect I.....	\$130.00/hour
Project Architect II.....	\$120.00/hour
Project Manager.....	\$105.00/hour
Specification Writer.....	\$90.00/hour
Architect Intern	\$85.00/hour
Interior Designer	\$85.00/hour
Production Technician.....	\$85.00/hour
3D Renderings	\$105.00/hour
Senior Graphic Designer.....	\$95.00/hour
Clerical.....	\$55.00/hour

BILLING AND PAYMENT

Invoices will be prepared on a monthly basis and will reflect the percentage of work completed during the billing period, and, if additional services are performed, the hourly breakdown and description of the additional services. The invoices will be submitted for payment upon receipt.

The Client acknowledges that the method of Billing and Payment is understood in detail; that the terms agreed upon can only be changed by a written addendum agreed to by both parties; and that work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS

1. General

Pennoni Associates Inc. General Terms and Conditions (Form No. LE01, Revised 11/06) and *Supplemental Terms & Conditions for Geotechnical Work* are attached and considered part of this proposal. The Client acknowledges that by executing this proposal, he has read and understands the terms set forth therein.

2. Special

- a. This proposal does not provide for any Construction Administration Services. The Project Team is capable of providing and coordinating any these services, and will submit a separate proposal to provide these services.
- b. The fee for this proposal is for providing the specific services described with the Scope of Work. Any services provided by Pennoni for this project which are not specifically included in the above Scope of Work are additional services and will be authorized under separate contract.
- c. Pennoni will perform our services in accordance with accepted professional standards.
- d. Our schedule is based on average weather conditions. Because surveying field ~~services are dependent upon the weather, unusually inclement weather will cause an~~ adjustment in our schedule.
- e. Pennoni will provide location for visibly apparent site utilities and facilities (i.e. surface structures). Pennoni specifically excludes location accuracy and completeness of all underground utilities and facilities including but not limited to central steam, buried tanks, septic fields or other utilities and facilities on or serving the property from this proposal.
- f. The Client shall be responsible for providing safe access to the site, facilities and utilities. Notify Pennoni of potential hazard areas where special hazards may exist.
- g. Services will be rendered in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of this project. No other warranty, express or implied, is made in connection with the provision of geotechnical engineering services.
- h. Although sample locations are chosen using our professional judgment, subsurface conditions may vary from those observed at locations where samples are taken; also, site conditions may change with time. Interpretations and recommendations by us are based solely on and limited by the information available to us, and the standards of engineering practice current at the time and in the locality. We will review the data and make interpretations in accordance with the standards above set forth.
- i. As-built survey, construction stake-out, and monumentation are not a part of this proposal. Pennoni is capable of providing or coordinating any these services, and can submit a separate quote upon request.
- j. The word "certify" as used in its various forms hereon, is understood to be an expression of professional opinion by the surveyor or engineer, which is based on his best knowledge, information, and belief.

CLIENT FURNISHED INFORMATION

1. The Client will provide unimpeded access to the Site for all equipment and personnel necessary for us to perform the work set forth in this proposal. Pennoni, and/or any subconsultants used by Pennoni for this work, will not be responsible for the accuracy of descriptive data pertaining to any areas of the site to which we do not have access.

2. It is understood by the Client that, on projects involving subsurface exploration, some incidental damage to the site may result as a normal part of equipment operations. Pennoni, and/or any subconsultants used by Pennoni, will endeavor to keep such damage to a minimum, but will not be responsible for the repair of site damage that is a normal part of site exploration procedures unless specific arrangements are made and detailed herein to the contrary.

3. Although the drilling subcontractor will place the required PA 1 Call, the Client will be responsible for accurately delineating the locations of all subsurface structures and utilities for the Site not included under the 1 Call System. Pennoni will have no Dig Safe responsibilities and will not be responsible for the repair of any Site damage arising from subsurface exploratory procedures. The Client waives any claim against Pennoni and agrees to hold us harmless for any and all claims or liabilities, including response and cleanup costs, arising from damage done to, resulting from, or as a consequence of damage done to, subsurface structures and utilities.

AUTHORIZATION

Please sign the "Authorization Statement" below to indicate your concurrence with this Agreement and the attached "Standard Terms and Conditions." Return one (1) signed copy of this Agreement to formalize and begin services under this Agreement.

Pennoni Associates Inc.

Easton Parking Authority

Signature: Andrew Bennett

Signature: _____

Print Name: Andrew Bennett, PE

Print Name: _____

Title: Regional Vice President

Title: _____

Date: December 20, 2011

Date: _____

City of Easton

Signature: _____

Print Name: _____

Title: _____

Date: _____

/attachments



PENNONI ASSOCIATES INC.
GENERAL TERMS & CONDITIONS
Proposal # 10-19365

1. Unless withdrawn sooner, proposals are valid for thirty days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. or any subsidiary or affiliate of Pennoni Associates Inc. ("Pennoni"). Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent with the exception of public inquiries made under the right-to-know law.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.

4. Payment is due upon receipt of invoices as submitted. If an invoice is 30 or more days past due, Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and materials basis will be subject to increases annually.
6. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project.
7. No termination of this Agreement by Client will be effective unless Client gives seven days prior written notice with the reasons and details, and Pennoni is afforded an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation.
8. Pennoni will maintain at its own expense Workman's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance.
9. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
10. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.

INITIALS _____

11. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$1,000,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.
12. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
13. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
14. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration or mediation to which the Client is a party.
15. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials or underground structures at the Project site.
16. Client and Pennoni waive consequential damages arising out of this Agreement.
17. The Court of Common Pleas of Northampton County, PA shall be the court of original jurisdiction in all matters or disputes under the terms and conditions of this agreement.
18. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

INITIALS _____



**PENNONI ASSOCIATES
SUPPLEMENTAL TERMS & CONDITIONS
FOR GEOTECHNICAL WORK**

- 1. SAMPLES.** All soil, rock, concrete, water and other samples obtained from the project site will be discarded thirty (30) days after issuance of any document that includes the data obtained from those samples, unless other arrangements are mutually agreed upon in writing.
- 2. RIGHT OF ENTRY.** The Client shall furnish right of entry to the project site for Pennoni to make the planned borings, explorations and other evaluations. Client recognizes that Pennoni's use of equipment may alter existing site conditions and affect the environment in the area being studied. Pennoni will take reasonable precautions to minimize damage to the site from use of equipment, but has not included in its fee the cost for restoration of damage that may result from these operations. The cost of any site restoration requested of Pennoni will be added to the fee.
- 3. SUBSURFACE STRUCTURES.** Client shall correctly show, on plans to be furnished to Pennoni, the location of subsurface structures such as pipes, tanks, cables and utilities. If Pennoni agrees to investigate the location of such underground structures, then Pennoni shall be obligated to perform the investigation in accordance with reasonable standards of care consistent with the agreed upon scope of such investigation. Pennoni shall not be responsible for any damage which occurs despite the use of reasonable care.
- 4. CONTROL OF SITE.** Client acknowledges that it is now and shall remain in control of the site at all times. Pennoni does not, by its entry into an agreement with the Client, assume any responsibilities or liabilities with respect to the site. Pennoni is not responsible for the Client's or any construction contractor's obligation to maintain a safe job site. Pennoni shall not control or be responsible for construction means, methods, techniques, sequences, procedures or safety precautions.
- 5. PROJECT INFORMATION DISCLOSURE.** The Client shall provide Pennoni with all relevant data and information in its possession relating to the project and to the environmental, geologic, hydrogeologic and geotechnical conditions of the site and surrounding area.
- 6. HAZARD DISCLOSURE.** When any health or safety hazard, including but not limited to hazardous materials, are known, assumed or suspected to exist at or near a project site, Pennoni is required to take appropriate precautions to protect the health and safety of its employees and the public, and to comply with applicable laws and regulations. Prior to Pennoni's commencement of work, the Client shall disclose to Pennoni all information concerning any health or safety hazard that the Client knows or has any reason to assume or suspect may exist at or near the project site. If, during the performance of Services, the Client obtains any information that may affect the above disclosure, the Client shall immediately notify Pennoni.
- 7. UNANTICIPATED CONDITIONS.** If, during the performance of Pennoni's work, hazardous substances or conditions are discovered that are different in type, amount, concentration or location from those disclosed, then Client and Pennoni shall seek to determine an equitable adjustment to be made to the agreement for services. If the Client and Pennoni are unable to agree to an equitable adjustment, the agreement for services shall be terminated. The Client shall compensate Pennoni for any emergency measures taken by Pennoni to protect the health or safety of its employees or the public. The Client shall be responsible for properly reporting the discovery of hazardous substances to the appropriate authorities. The Client waives any claim against Pennoni and agrees to indemnify, defend and hold Pennoni harmless from any claim of liability for injury or loss arising from unanticipated hazardous substances or conditions.
- 8. RECOGNITION OF UNCERTAINTY.** The Client recognizes that environmental, geologic, hydrogeologic and geotechnical conditions will often vary from those encountered at the times and locations where data are obtained by Pennoni, and that the limited data may result in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

Resolution

Of the
City of Easton, Pennsylvania

No.

Date: April 11, 2012

Introduced by: Sandra Vulcano

A RESOLUTION AUTHORIZING EXEMPTIONS, DEDUCTIONS, ABATEMENTS AND CREDITS FOR REAL PROPERTY, EARNED INCOME TAX, NET PROFITS, MERCANTILE AND BUSINESS PRIVILEGE TAXES WITHIN A SPECIFIC GEOGRAPHIC AREA IN EASTON, PENNSYLVANIA DESIGNATED AS A PROPOSED KEYSTONE OPPORTUNITY EXPANSION ZONE ("KOEZ"), IN ORDER TO FOSTER ECONOMIC OPPORTUNITIES, STIMULATE INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL IMPROVEMENTS AND PREVENT PHYSICAL AND INFRASTRUCTURE DETERIORATION WITHIN AREAS OF CITY OF EASTON, COMMONWEALTH OF PENNSYLVANIA, UPON CERTAIN TERMS AND CONDITIONS.

WHEREAS, the City of Easton Pennsylvania recognizes the need to encourage investment in a defined geographical area of the City of Easton, including parcels as set forth in Attachment "A" that is experiencing distress characterized by one or more of the following: high unemployment, low investment of new capital, blighted conditions, underutilized, obsolete or abandoned industrial commercial and residential structures, deteriorated tax base; and

WHEREAS, the Keystone Opportunity Zone, Keystone Opportunity Expansion Zone and Keystone Opportunity Improvement Zone Act (Act of October 6, 1998, P.L. 705, No. 92), as amended, hereinafter referred to as the "Act," authorizes political subdivisions to apply to the Pennsylvania Department of Community and Economic Development (DCED) for designation of an area within the respective political subdivision as a KOEZ granting exemptions, deductions, abatements or credits from all local taxes identified in the Act; and

WHEREAS, approval of benefits provided in the Act will result in improving the economic, physical, and social conditions within the Proposed KOEZ by stimulating existing businesses employment, creating new employment and diminishing blight; and

WHEREAS, it is expected that increased private and public-sector investors will reverse the disinvestment and conditions of blight within the Proposed KOEZ by the time of its termination; and

WHEREAS, the Proposed KOEZ is not less than ten acres but not more than 350 acres in the aggregate; and

WHEREAS, the Proposed KOEZ is comprised of parcels which are (i) deteriorated, underutilized or unoccupied or (ii) are occupied by a business which creates or retains at least 1,400 full-time jobs in Pennsylvania within three years from the designation by DCED of the Proposed KOEZ and makes a capital investment of at least \$750,000,000 in the Proposed KOEZ within three years from the designation by DCED of the Proposed KOEZ.

NOW, THEREFORE, BE IT RESOLVED by the City of Easton, Pennsylvania of Northampton County that effective as of this date of April 11, 2012, contingent only upon DCED's approval of the application for the proposed new KOEZ, the following provisions shall apply:

1. Real Property Tax on the Proposed KOEZ is 100% exempt in accordance with the provisions and limitations hereinafter set forth in accordance with the Act, such exemption to begin on January 1, 2013 and to terminate December 31, 2022.
2. Earned Income Taxes and Business Privilege Taxes. The City of Easton, Pennsylvania also waives earned income received by a resident and/or net profits of a qualified business received by a resident or nonresident of the Proposed KOEZ attributable to business activity conducted with said zone and benefits to begin on January 1, 2013 and to terminate on December 31, 2022.
3. The provisions of the Act not herein enumerated, shall, nevertheless, be incorporated as part of this Ordinance by reference.

4. This resolution shall be effective upon execution, conditioned upon the approval of the application by DCED.

RESOLVED or ORDAINED AND ENACTED by the City of Easton, Pennsylvania of Northampton County, Pennsylvania, this 11th day of April, 2012.

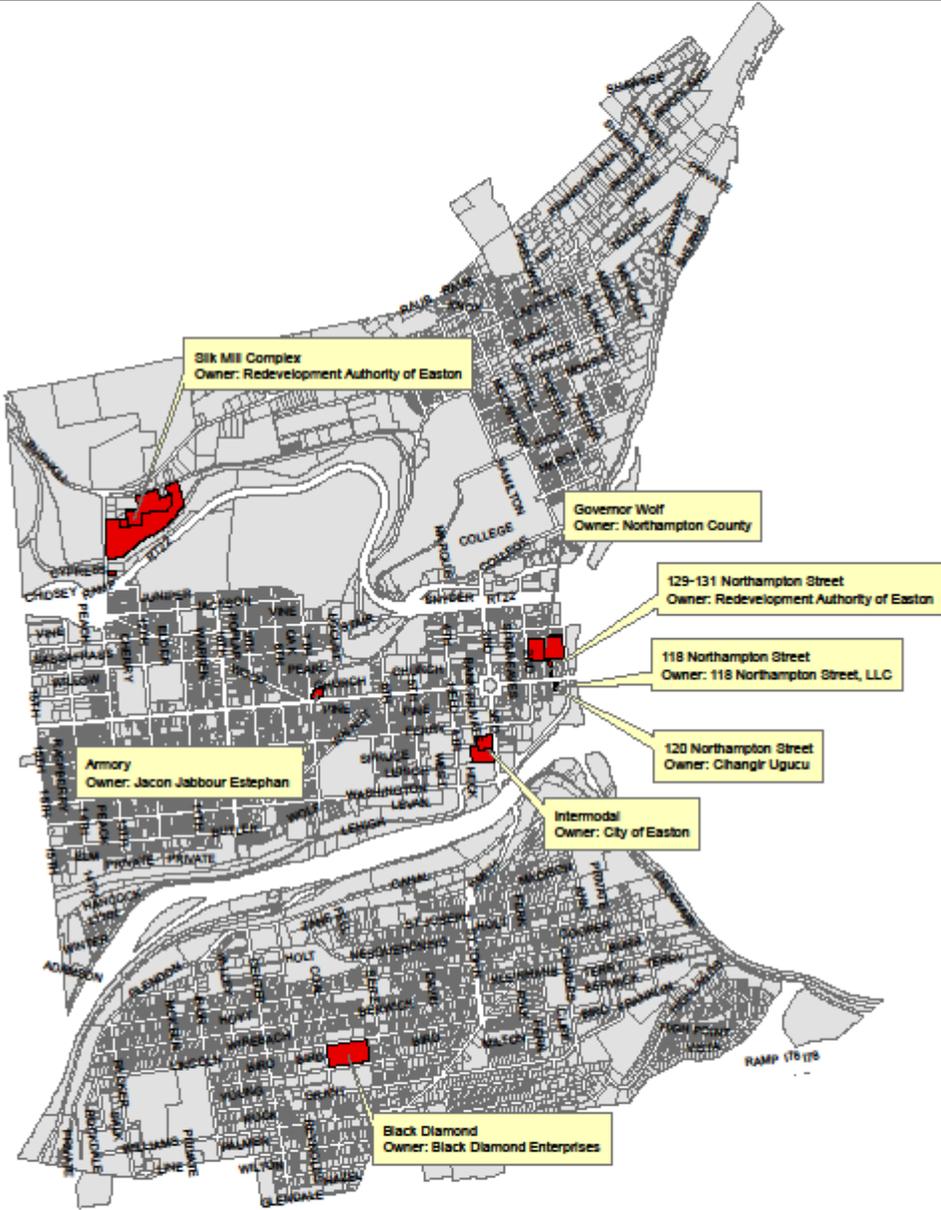
ATTEST:

BY:

City Clerk

Mayor

KOZ PROPERTIES



 **CITY OF EASTON**
 Department of Planning & Codes
 One South Third Street
 Easton, Pennsylvania 18042
 Telephone: (610) 250-6721

0 1,100 2,200 Feet
 1 inch = 2,000 feet



Map By:
 Carl A. Manges
 Map Date:
 02-16-2012

 KOZ_2012
 Parcels

Site	Name of Property Owner	Address of Property	Tax ID Parcel Number	Total Acreage
100 Block of Northampton Site	Redevelopment Authority of Easton (ERA)	129 -31Northampton St.	L9SE2B 3 8 0310	0.151
	118 Northampton St. LLC (will be purchased by ERA)	118 Northampton St.	L9SE2B 8 3 0310E	0.068
	Uguchu Cihangir	120 Northampton St.	L9SE2B 8 2 0310	0.063
				0.282
Intermodal Site	Easton Parking Authority	123 S 3rd St.	L9SE2A 31 1 0310	0.987
	Easton Parking Authority	181 S 3rd St.	L9SE2D 8 1A 0310	1.356
	Easton Parking Authority	74 N Riverside Dr.	L9NE3C 8 15 0310E	0.165
				2.508
Governor Wolf Site	Northampton County	N 2nd St.	L9NE3C 8 18 PKB 0310C	1.536
	Northampton County	N 2nd St.	L9NE3C 8 18A PKB 0310C	1.882
				3.418
Silk Mill	Redevelopment Authority of Easton	Bushkill Dr.	L9 24 2 0310E	3.000
	Redevelopment Authority of Easton	N 13th St.	L9 27 4 0310E	0.150
	Redevelopment Authority of Easton	671 -73 N 13th St.	L9 24 5 0310E	10.000
	Redevelopment Authority of Easton	N 13th St.	L9 24 2C-1 0310	0.291
	Redevelopment Authority of Easton	N 13th St.	L9 24 2B-1 0310	0.116
				13.557
Black Diamond Silk Mill	Black Diamond Enterprises LTD	Coal St.	M9NE1B 11 1 0310	3.938
Armory	Jacob Jabbour Estephan	687 Northampton St.	L9SE1B 18 6 0310	0.467
				Total Acreage 24.170

Resolution
of the
City of Easton, Pennsylvania

No. -2012

Date: April 11, 2012

Introduced by: Roger Ruggles

RESOLVED, that the Council of the City of Easton, Pa., has reviewed and approves a Professional Service Agreement, copy attached hereto, between the City of Easton, Pa., the Easton Parking Authority and Pennoni Associates Inc. for professional services – design development and preparation of construction documents for Parking Structure Easton Intermodal Transit Center, 123 and 181 South Third Street.

BE IT FURTHER RESOLVED, that Council authorizes the Mayor and City Controller to sign said Agreement and the City Clerk to attest to same.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

Resolution
of the
City of Easton, Pennsylvania

No. -2012

Date: April 11, 2012

Introduced by: Jeffrey Warren

RESOLVED, that the Council of the City of Easton, Pa., authorizes the Easton Police Department to apply for a grant and to enter into an Agreement with the Commonwealth of Pennsylvania acting through the Department of Transportation on a project known as the City of Easton Sobriety Checkpoint and Expanded DUI Enforcement program in the amount of \$35,000.00

BE IT FURTHER RESOLVED, that Council authorizes the mayor and City Controller to sign said Grant Agreement and the City Clerk to attest to same.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

Resolution
of the
City of Easton, Pennsylvania

No. -2012

Date: April 11, 2012

Introduced by: Roger Ruggles

RESOLVED, that the Council of the City of Easton, pa., has reviewed and approves Addendum No. 3, to an Agreement for Site Preparation, copy attached hereto, between the City of Easton, Pa. and RGC Development, for construction work for the Karl Sterner Arts Trail.

BE IT FURTHER RESOLVED, that Council authorizes the Mayor and City Controller to sign said Agreement on behalf of the City and the City Clerk to attest to same.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor