

CITY OF BROOKLYN, OHIO
ORDINANCE NO. 2016 - 78

INTRODUCED BY: Mayor Gallagher, *Vankirk, Tomusko, Pucci, Tanski, Paulitzky, Demarco*

Authorizing the Mayor to enter into an agreement with the Brooklyn Community Improvement Corporation (CIC) and Geis Companies for a development and planning study relating to the City Center Project in the amount of \$50,000

WHEREAS, the CIC accepted Requests for Qualifications from various companies relating to its proposed City Center Project; and

WHEREAS, the proposal of Geis Companies best fills the City's and CIC's requirements pursuant to the solicitation for Requests for Qualifications.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKLYN, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with the CIC and Geis Companies for the study and development of the City Center Project, per Exhibit A attached hereto, in the amount of \$50,000.

SECTION 2. That the money needed to complete aforesaid transaction shall be paid from the Brooklyn Community Improvement Corporation Sub-Fund, to be appropriated and available for such purpose.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Brooklyn City Council and any of its committees and/or boards that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure dealing with the health, safety and welfare of the City; and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

ADOPTED: *12/6/16*

ATTESTED:

Mary Jo Baxish

Clerk of Council

APPROVED:

Kathleen Gallagher

MAYOR

Approved as to legal form

KB

Law Director

[Signature]

PRESIDENT OF COUNCIL

1st Reading: *10/24/16*
2nd Reading: *11/14/16*
3rd Reading: *12/6/16*

Filed with the Mayor: *12/7/16*

MASTER PLANNING SERVICE AGREEMENT

500 THIS MASTER PLANNING SERVICE AGREEMENT (this "Agreement") is made as of the day of Dec, 2017 (the "Effective Date"), by and between the City of Brooklyn, Ohio, a political subdivision of the State of Ohio, ("the City") and the Brooklyn Community Improvement Corporation ("the CIC") having offices at 7619 Memphis Avenue, Brooklyn, Ohio 44144 and Geis Construction, Inc., having an office at 10020 Aurora-Hudson Road, Streetsboro, Ohio 44241 ("Consultant").

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Definitions.**

A. **Project.** The term "Project" means the proposed mixed-use development project commonly known as the "City Center Project" located in Brooklyn, Ohio.

B. **Work.** The term "Work" means the services set forth in the Master Planning Proposal attached hereto and incorporated herein as Exhibit A (the "Scope of Work") and the Contract Documents (as defined below), including all other labor, materials, equipment and services provided or to be provided by Consultant to fulfill Consultant's obligations hereunder.

C. **Contract Documents.** The "Contract Documents" consist of this Agreement, the Scope of Work and all documents and/or materials referred to in the Scope of Work and the terms and conditions attached hereto and incorporated herein (the "Terms and Conditions"). The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Consultant. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

D. **Term.** The "Term" of this Agreement shall commence upon the Effective Date and continue for a period of six (6) consecutive months thereafter.

2. **Performance.** Pursuant to the terms of this Agreement, Consultant shall perform the Work as described in the Scope of Work and in accordance with the Contract Documents. Consultant shall exercise sound and independent business judgment in performing under this Agreement and will comply with all applicable local, state or federal laws, regulations, directives and policies. Consultant shall, at its sole cost and expense, obtain all licenses and permits required to perform the Work and shall notify the CIC in writing upon completion of the Work. Consultant shall not engage any subconsultants without the prior written consent of the CIC, such consent not to be unreasonably withheld, and any such subconsultant shall be a qualified professional. Consultant shall be solely responsible for any compensation due to any such subconsultant engaged by Consultant.

3. **Payment of Fees.** Unless otherwise agreed to in writing by the parties, the total fees payable hereunder by the City to Consultant for the performance of the Work shall not exceed *Fifty Thousand and 00/100 Dollars (\$50,000.00)* (the "Design Fee"). Additional work may be requested by the City or CIC and shall be billed based upon schedule of hourly rates attached hereto and incorporated herein as Exhibit B (the "Schedule of Hourly Rates"). Within five days (5) of the Effective Date, the CIC shall pay to Consultant a portion of the Design Fee equal to *Ten Thousand and 00/100 Dollars (\$10,000.00)* as a retainer towards the performance of the Work (the "Retainer"). Subject to the terms and conditions

contained herein, the CIC shall pay Consultant the remaining portion of the Design Fee in accordance with the itemized invoice form supplied by the CIC setting forth the percentage of the Work completed by phase and category (the "Invoice Summary Sheet"). Such invoice shall be processed and paid in accordance herewith on or before the thirtieth (30th) day after the CIC's receipt of the Invoice Summary Sheet. No payment by the CIC shall be construed to be an acceptance of defective work or improper materials. The CIC reserves the right to holdback a reasonable amount of the fees to be paid to Consultant hereunder with regard to any disputed or defective Work or improper materials and final payment may be withheld until Consultant has fully complied with the Contract Documents.

4. Ownership of Materials:

A. All Materials prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, considered trade secret information by Consultant, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants the CIC an irrevocable and non-exclusive license to use the Materials provided hereunder (including, without limitation, the right to make and retain copies of drawings and all other documents and data) for the purpose of evaluating the feasibility of the Project. The CIC shall not reuse or modify the Materials for any use other than the evaluation of the Project without Consultant's written permission. For the purposes of this Agreement, the term "Materials" shall mean all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. created by Consultant in its performance of the Work hereunder. All Materials furnished by Consultant hereunder shall be in the format required by the Contract Documents.

B. Consultant recognizes that because the City is a party hereto, there may occur requests for any public records from the City related to the Work and Consultant's performance hereunder, including requests for the records identified in this Section 4. The City will first notify Consultant of any such requests for records identified in this Section 4 before notifying the requester that the materials may be Consultant's trade secrets. If Consultant demands that the records requested not be released and the requester seeks any judicial or other relief from the City for the City's failure to release records, Consultant agrees to indemnify and hold the City harmless from all claims, damages and expenses, including attorneys' fees, arising out of the City's failure to release the records at issue.

5. Consultant's Records. Consultant shall maintain books, records, documents, accounts and other evidence of costs in accordance with generally accepted accounting principles and practices consistently applied. In the event of a dispute regarding the Work or fees to be paid to Consultant hereunder, the CIC or its designee, during Consultant's normal business hours, shall have access to such books, records, documents, accounts and other evidences related to the Project for the purpose of inspection, auditing and copying. Consultant shall preserve and shall make such books, records, documents, accounts and other evidences available to the CIC or its designee at no charge for a period of two (2) years upon the completion of the Work. Upon the completion or earlier termination of this Agreement, Consultant shall, upon written request from the CIC, return to the CIC all documents and records provided by the City or CIC which are in Consultant's possession or control. However, Consultant shall be allowed to make copies of all such documents, records, information and material at Consultant's expense. Additionally, at the CIC's request, Consultant shall at the CIC's expense make copies of all Project files maintained by Consultant for the CIC.

6. Confidential Information. Consultant agrees that, except as otherwise directed by the CIC in writing, all information and documentation, including, but not be limited to, compilations of information, records, customers and prospects lists, financial information, building plans, drawings, business plans, rent rolls, computer hardware, programs, and data, reports, internal memoranda, files, documents, and the like, received from the CIC pursuant to this Agreement shall be deemed confidential, and as such, shall be used

by Consultant solely for purposes of performing the Work. Consultant agrees not to disclose to any third party, any such confidential information without prior written consent of the CIC; provided however, that this obligation of confidentiality shall not extend to information which was previously known to Consultant prior to being received from the CIC or which is now or becomes information in the public domain, or which is independently received by Consultant from a third party having no obligation of confidentiality to the CIC or which is required to be disclosed as a result of a court order. Consultant shall return all tangible evidence of such confidential information to the CIC, at the CIC's request, upon the completion or earlier termination of this Agreement. Consultant acknowledges and agrees money damages are not an adequate remedy for breach of this Section 6 by Consultant and that the CIC shall be entitled to injunctive relief to enforce the same in addition to any other remedies it may have at law, in equity or in any other provisions of this Agreement.

7. **Insurance.** During the term of this Agreement, Consultant and each of its subconsultants shall maintain the following insurance in at least the minimum amounts specified:

A. Workman's Compensation and Employer's Risk insurance with \$1,000,000 combined single limit applying to Consultant's employees in accordance with all applicable laws.

B. Automobile bodily injury and property damage liability insurance covering automobiles owned or hired by Consultant, with \$1,000,000 combined single limit (Bodily Injury and Property Damage).

C. Professional liability (errors and omissions) coverage in the amount of \$1,000,000 combined single limit. (Consultant's subconsultants shall maintain coverage in an amount of at least their contract amount with Consultant for this project.)

D. General liability insurance coverage in the amount of \$5,000,000 each occurrence (Bodily Injury and Property Damage), \$1,000,000 general aggregate limit (other than products and completed operations) \$2,000,000 products and completed operations aggregate and \$1,000,000 each occurrence personal injury.

E. Such other insurance as the City or CIC may reasonably require.

Consultant, with respect to the insurance specified herein, shall designate the City and CIC as additional insured parties for liability resulting from negligence attributable to Consultant under said policies with the loss payable provisions jointly benefiting Consultant and the City and/or CIC as their respective interests may appear and that the City's or CIC's right to collect for a loss shall not be invalidated due to any act of Consultant. Consultant agrees to furnish the CIC and the City within five (5) days after signing of this Agreement, and before commencing the Work, a certificate of such insurance. The CIC and the City shall be notified in writing thirty (30) days prior to the cancellation or material change of coverage, as the evidence of insurance shall so specify.

8. **Standard of Care.** The standard of care for the Work and all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that it currently possesses all necessary licenses, permits and approvals, required in the applicable jurisdictions, to perform the Work and its obligations under this Agreement and has the authority to enter into this Agreement. Consultant covenants and agrees that the Work performed by it will be in compliance with the Contract Documents in a professional and workmanlike manner by professionally qualified and licensed persons and free from defects for a period of twelve (12) months from the date of completion of such work and acceptance thereof by the CIC. Consultant further agrees to repair, free of

cost to the CIC, any damage or defect in workmanship or material appearing or developing in the work of Consultant, within twelve (12) months from the completion of the work and the acceptance thereof by the CIC. The covenants, representations, warranties, and provisions set forth in this Agreement shall survive the termination of this Agreement.

9. **Termination of the Work by the CIC.** In the event that the City or the CIC determines that it will no longer pursue the Project, the CIC or the City may terminate this Agreement upon not less than thirty (30) days prior written notice to Consultant, subject to Consultant's ROFR set forth in Section 12 hereof.

10. **Default by City or CIC.** Notwithstanding anything to the contrary contained in this Agreement, Consultant shall have the right to terminate this Agreement immediately upon written notice to the City and CIC should the City or CIC fail to observe or perform any obligation or duty to be observed or performed by it hereunder and either: (i) cure a breach or default as the payment of sums due hereunder within five (5) days after receipt by the City or CIC of written notice from Consultant setting forth such breach or default; or (ii) work to cure such non-monetary breach or default within ten (10) days after receipt by the City or CIC of written notice from Consultant setting forth such breach or default.

11. **Payment Upon Termination; Transition of Project Materials.** Upon termination of this Agreement for any reason, CIC shall pay Consultant for the portion of the Work performed prior to the date of such notice of termination (the "Final Payment"). Upon receipt of Final Payment, Consultant shall cooperate with the CIC to effect a smooth transition of responsibilities, including immediate delivery to the CIC or its designees, all files, papers and records related to performance of this Agreement and, thereupon, this Agreement shall be deemed terminated with no liability or obligation to either the CIC or Consultant, except to the extent that such liability or obligation expressly survives the termination of this Agreement pursuant to the terms hereof and subject to Consultant's ROFR set forth in Section 12 hereof.

12. **Consultant's Right of First Refusal to Act as Developer of the Project.** As a material inducement to Consultant's decision to enter into this Agreement and perform the Work, the City and the CIC hereby grant Consultant a right of first refusal to act as the developer (the "Developer") of the Project (the "ROFR") for a period of time commencing on the Effective Date hereof and continuing for a period of six (6) months after the expiration and/or termination of this Agreement (the "ROFR Period"). During the ROFR Period, the City and the CIC shall not solicit, entertain proposals from or enter into any agreements with any third parties regarding the development, construction, operation and/or management of the Project or any portion thereof without first obtaining Consultant's prior written consent; provided that no such consent from Consultant shall be deemed a continuing waiver of Consultant's ROFR, which shall be of full force and effect unless and until the expiration of the ROFR Period or the waiver of the ROFR in its entirety in writing by Consultant. The ROFR and provisions of this Section 12 shall survive the expiration and/or termination of this Agreement.

13. **Miscellaneous Provisions.**

A. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City, the CIC and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. Consultant expressly acknowledges that no representations have been made by the City, the CIC or anyone representing the City or CIC that have not been reduced to writing in this Agreement and Consultant hereby expressly waives the right to assert that any such oral representation was made by the City or CIC or on its behalf.

B. **Benefit and Binding Effect.** This Agreement inures to the benefit of, and shall be binding upon, the parties, their heirs, successors, assigns, and legal representatives.

C. Assignment. Consultant may not assign, sublet or transfer its interest in this Agreement without the prior written consent of the City and the CIC.

D. Amendment and/or Modification. This Agreement may be amended only by written instrument signed by the City, the CIC and Consultant.

E. Severability. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

F. Non-Waiver. No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

G. Notices. Notices to the City, CIC or Consultant shall be deemed to have been given when mailed by certified mail or overnight courier service or hand delivery and shall be deemed to have been given when received by the addressee at the address provided above or as set forth in any notice or change of address previously given in writing by the addressee to the addressor.

H. Independent Consultant. The relationship established between Consultant and the CIC is that of vendee to vendor and nothing herein contained shall be deemed to establish or otherwise create a relationship of principal and agent between the CIC and Consultant. Each party is an independent Consultant and shall not be deemed any agent of the other party for any purpose whatsoever. Neither party, nor any of its agents or employees shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of the other party. Independent Consultant shall be an independent Consultant for all purposes under this Agreement. Nothing contained herein shall be construed to create a contract of employment for a specified period of time or as granting any rights or privileges to Independent Consultant not otherwise arising by law. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties.

I. Choice of Law; Venue. This agreement shall be governed by and construed in accordance with the laws of the State in which the Project is located, unless or only to the extent precluded by another law of mandatory application.

J. Time is of the Essence. The parties further agree that in each Paragraph of this Agreement wherein a time limitation is placed upon a specific act or performance, then time shall be of the essence in reference to each and every act or performance; provided that any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day.

K. Headings. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

L. Interpretation of Certain Words. Where appropriate or necessary to the meaning hereof, the singular shall be deemed to include the plural, and the masculine shall be deemed to include the feminine and neuter.

M. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which

shall be sufficient evidence by any one thereof. The City, the CIC and Consultant further agree that the exchange of electronic copies of signatures on this Agreement shall suffice for the purposes of valid and legally enforceable execution hereof.

[Signatures appear of the following page]

IN TESTIMONY WHEREOF, the parties have caused this Agreement for Consulting Services and Support to be executed and delivered as of the date first above written.

"THE CITY"

The City of Brooklyn, Ohio

By: 

Print Name: Katherine Gallagher

Title: Mayor

Date: 12/6/16

"THE CIC"

Brooklyn Community Improvement Corporation

By: 

Print Name: ANDI UDLS

Title: DIRECTOR OF ECONOMIC DEVELOPMENT

Date: 12/7/16

"CONSULTANT"

Geis Construction, Inc.,
An Ohio corporation

By: 

Jeffrey L. Martin, President

Date: 12/8/16

EXHIBT A

Proposal for Master Planning Services

[See attached]



September 16, 2016

Via E-mail

City of Brooklyn, Ohio
Department of Economic Development
Attn: Andi Udris, Director
7619 Memphis Avenue
Brooklyn, Ohio 44144

**Re: Brooklyn, OH – City Center Project (the “Project”)
Master Planning Proposal**

Dear Andi:

On behalf of Geis Companies we are pleased to respond to your request to provide urban planning consulting services for the proposed Town Center. Geis Company’s expertise allows us to formulate and refine a proven and focused approach to accomplish creative land planning and urban design services. Geis Companies is dedicated to providing practical, actionable results, which reflect economic development realities and not just theoretical research and planning. Geis Companies has a broad range of both private and public sector experience.

Please find below our proposed scope and fees based upon our recent discussions and our understanding of the City’s objectives:

Project Understanding:

The City of Brooklyn is seeking to master plan a new mixed-use town center on its existing approximate 150+ acre property. The City envisions a new market-based walkable town center that includes civic uses, residential and retail land uses planned around main streets, recreational park space and a town square. As a part of this process, the City requires a new city hall, new police department and possible other City support facilities. This plan shall be the basis for the City and Geis Companies to jointly develop and implement the plan.

Proposed Professional Services:

Task 1: Pre-planning Services

During Task 1, Geis Companies will complete the following services to prepare for the town center site’s master plan and design:

- Review existing research, needs assessment, existing documents and plans as available, relevant to the site.



- Establish a preliminary development program including various land use types (residential, mixed use, etc.).
- Visit the city assets and community at large.
- Assist with formation and education of the City appointed task force.
- Meet with the planning commission, City Council and City Staff to present recent Trends in Town Center Planning and Development, past experience projects, visions for the town center.
- Conduct residential and retail market studies for the site.
- Geis Companies will lead a tour of relevant new town centers and coordinate meetings with city officials.

Task 2: Alternative Master Plans

Based on the findings of Task 1 and direction from the City, Geis Companies will prepare two (2) alternative master plans illustrating potential land uses. These alternatives will include: market rate housing, office, retail, community governmental center, needed civic uses, recreational park space and support facilities. Each proposed master plan will be designed to allow the City to understand the site's adaptive reuse and to visualize its long-term build out potential.

Each master plan alternative shall include the following:

- Color site plan.
- Illustrated proposed land uses, buildings, streets, parking, pedestrian walks, parks, recreational amenities and other improvements as appropriate.
- A computer model birds-eye view of the proposed site plan.
- Two (2) character illustrations of proposed site improvements (signage, streetscape, etc.).
- Preliminary real estate pro-forma of each master plan.

Task 3: Consensus Workshop

Geis Companies will present the above alternative proposed master plans to the City's study task force and with planning, the public at large, and lead a workshop to review each plan and build a conceptual development consensus. During the workshop, Geis Companies will explain each alternative's merits, potential community impacts and market feasibility. In addition, Geis Companies shall seek to build a consensus master plan by selecting preferred development and plan design elements from each alternative.



Task 4: Consensus Master Plan

Based on the above alternatives and consensus workshop, Geis Companies will prepare a long-range master plan for the proposed town center for the City's consideration. This plan shall illustrate all land uses, potential building footprints, parking, vehicular and pedestrian circulation corridors, parks, landscape massing and linkages to surrounding land uses. Geis Companies will be available to present the Town Center Master Plan to various city boards and commissions, the public, citizen groups and other organizations as directed by the City.

The master plan shall include the following:

- Color site plan.
- Four (4) detailed urban design areas.
- Two (2) colored birds-eye views of the proposed master plan.
- Four (4) character illustrations of the proposed site improvements.
- Computer-generated Sketch-up models.
- A brochure and design booklet describing the master plan.
- Other documents as mutually agreed.

Task 5: Presentations

As a part of this proposal, Geis Companies will be available to make up to six presentations to various City boards, commissions, public groups and others as necessary to gain input and consensus for the master plan. Geis Companies will be available for additional meetings and presentations as mutually agreed. Geis Companies will also meet with potential anchor tenants for the proposed town center.

Task 6: Summary Report

Based on community feedback gained during the above presentations and discussion groups, Geis Companies will make minor revisions to the master plan and prepare a booklet illustrating the summary of findings and recommendations.

Task 7: TIF Study

Geis Companies will prepare a Tax Increment Financing (TIF) model based on the above master plan and pro forma models. This TIF model shall estimate gaps (if any) between the private development costs and market rate returns on investments to allow the City to understand if public financing is needed to implement the above master plan. The TIF model will detail the costs, financing and returns on investment through tax increments. The TIF may be needed for public realm improvements such as City offices, police, fire and service facilities, possible



parking garages, streets, utilities, streetscape, parks and other public realm types of enhancements.

As a part of this proposal, Geis Companies will also be available to make modifications to the above TIF plan or prepare a second TIF model if necessary.

Task 8: Financing

If the City implements Geis Company's proposed Town Center Master Plan, Geis Companies will seek various public sector financing and grant programs to assist the City in developing the town center.

Schedule:

Geis Companies shall complete all services by 03/31/2017, or as mutually agreed.

Proposed Professional Fees:

Geis Company's proposed fee for the above consulting services is a lump sum fee of \$50,000 including all meetings, presentations, plans and expenses for travel, lodging expenses and document reproduction. Additional work shall require an adjustment to our fee based upon attached schedule of hourly rates.

Limits of Scope of Services:

The services described in this agreement are for qualitative retail and planning analysis only, and should not be used as the sole basis of development, financing or leasing. Actual site, building, parking, utility, environmental, grading, civil engineering and architectural plans, cost projects, real estate leasing, brokerage services and construction documents are not included within the scope of work of this proposal and are to be completed at a later date by Geis Companies and necessary professional consultants.

Conditions of Agreement:

- a. Geis Companies will begin services as described by this proposal upon receipt of a non-refundable retainer as outlined below. This retainer will be deducted from the final invoice for services completed by this proposal.
- b. Geis Companies will invoice the City on a monthly basis or at the completion of each step.
- c. Geis Companies shall be responsible for contracting and reimbursement of all sub consultants engaged by Geis Companies for the services outlined in this agreement.
- d. All invoices will be paid by the City within 30 days receipt.



- e. Invoices shall be charged a 1.5 percent fee when paid over 30 days.
- f. This agreement will not be enforced by either party until each party has in its possession a copy of this agreement signed by the other.
- g. In the event of termination or suspension by the City, the City will send written notice of termination to Geis Companies, and Geis Companies will stop all work at notification. Geis Companies will be paid compensation for all completed work prior to receipt of the written notification, plus other fees that may have been authorized by the client for expenses resulting from such termination or suspension.
- h. Geis Companies does not imply or warrant that the findings of its market research will include any minimal amounts or types of commercial development at the subject site.

If you agree with the terms, fees and conditions of this proposal, please sign below. GPG will begin these services upon the receipt of a \$10,000 retainer check made out to Geis Companies.

Thank you for the opportunity to submit this proposal and we are looking forward to working with you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey L. Martin', written over a horizontal line.

Jeffrey L. Martin
President

