



1/22/2024 | 7:00 PM

**MUNICIPAL SERVICES CENTER, COUNCIL CHAMBER
3600 TREMONT ROAD**

If you are joining through Zoom, please click the link below to join the meeting:

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Or Telephone: 1 929 205 6099

Webinar ID:882 6822 4042

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Consent Agenda

- a. Approve City Council Meeting Minutes for December 11, 2023 & January 8, 2024

4. Reports/Presentations

- a. OhioHealth Comprehensive Women's Health Center Presentation
- b. Bob Crane Community Center Construction Update

5. Legislative Items for First Reading/Public Hearing/Council Action

- a. Resolution No. 2-2024 - A resolution authorizing participation in the Ohio Department of Transportation (ODOT) Cooperative Purchasing Program (*Adams*)
- b. Ordinance No. 1-2024 - An ordinance authorizing the City Manager to enter into an extended bargaining unit agreement with Teamsters Local No. 284 (*Close*)

6. Legislative Items for First Reading/Public Hearing

- a. Ordinance No. 2-2024 - An ordinance authorizing the City Manager to enter into a five-year contract with Flock Safety Group for the purchase of safety cameras for the City
- b. Ordinance No. 3-2024 - An ordinance authorizing the City Manager to enter into contract with ggCircuit for a complete e-sports package and support services for the Bob Crane Community Center
- c. Ordinance No. 4-2024 - An ordinance authorizing the City Manager to enter into contract with Baker Vehicle Systems Inc. for the purchase of an infield equipment vehicle

- d. Ordinance No. 5-2024 - An ordinance authorizing the City Manager to enter into contract with Elford Inc. for construction of the Kingsdale Parking Garage

7. Items from the Division of Liquor Control

- a. Economic Development Transfer Form (TRES) La Loma 3051 Northwest Blvd.
(motion to approve)

8. City Manager Update

9. Executive Session

- a. Pursuant to R.C. 121.22(G)(4) - Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other items and conditions of their employment
(motion to enter executive session, followed by a roll call vote)

10. Adjournment



January 8, 2024

City Council met for their organizational meeting in the Council Chamber. The Oaths of Office were administered at 7:04 p.m. After the members were sworn in, Vice President Close called the meeting to order at 7:24 p.m.

Members Present: Kathy Adams, Ukeme Awakessien Jeter, Brian Close, John J. Kulewicz, Jim Lynch, Heidi Munc, Todd Walter

Staff Present: Assistant City Manager Jackie Thiel, Assistant Fire Chief Mike Bell, Finance Director Brent Lewis, City Attorney Darren Shulman, City Manager Steven Schoeny, Community Affairs Director Emma Speight, Community Development Director Chad Gibson, Deputy City Clerk Abbie Emison, Fire Chief Chris Zimmer, Human Resource Director Abby Cochran, IT Director Jeff Kasson, Parks and Recreation Director Debbie McLaughlin, Interim Police Chief Keith Hall, Public Service Director Gary Wilfong, and City Clerk Krystal Gonchar

OATHS OF OFFICE

State Representative Allison Russo administered the Oath of Office to Heidi Munc. She thanked Ms. Russo for administering the Oath of Office. She sincerely thanked the citizens of Upper Arlington for putting their faith in her to serve the City. Ms. Munc is very excited to help move the City of Upper Arlington forward over the next four years.

Judge Edmund A. Sargus, Jr. administered the Oath of Office to John Kulewicz. Mr. Kulewicz thanked Judge Sargus for administering the Oath of Office. Mr. Kulewicz is grateful for the chance to serve the City of Upper Arlington for another four years. He thanked his family for their commitment to the common good. He will enthusiastically try to provide excellent services to the residents.

Robert Walter, Esq., administered the Oath of Office to Todd Walter. Mr. Walter thanked his father, Mr. Walter, for administering the Oath of Office. Mr. Walter expressed his appreciation for the magnitude of this moment for him. He looks forward to working with all City Council members and City Staff.

The City Clerk called the roll:

MEMBERS PRESENT: Vice President Close, Ms. Adams, Ms. Awakessien Jeter, Mr. Kulewicz, Mr. Lynch, Ms. Munc, and Mr. Walter

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Troop 295 from St. Timothy Catholic Church.

ELECTION OF PRESIDENT OF COUNCIL

Vice President Close advised that nominations were in order for President of Council for a two-year term expiring January 12, 2026.

Mr. Kulewicz nominated Ms. Awakessien Jeter to serve as President of Council for a two-year term expiring January 12, 2026. Ms. Awakessien Jeter accepted the nomination for President.

There being no further nominations offered, Vice President Close declared nominations for President of Council closed and called for a vote.

Roll Call

Vote

Kulewicz	Aye
Adams	Aye
Awakessien Jeter	Aye
Close	Aye
Lynch	Aye
Munc	Aye
Walter	Aye

Motion carried and Ms. Awakessien Jeter was duly elected President of Council for a two-year term expiring January 12, 2026.

ELECTION OF VICE-PRESIDENT OF COUNCIL

President Awakessien Jeter announced that nominations were in order for Vice President of Council for a two-year term expiring January 12, 2026.

Mr. Lynch nominated Mr. Close to serve as Vice President of Council for a two-year term expiring January 12, 2026. Mr. Close accepted the nomination for Vice President of Council.

There being no further nominations offered, President Awakessien Jeter declared nominations for Vice President of Council closed and called for a vote.

<u>Roll Call</u>	<u>Vote</u>
Lynch	Aye
Kulewicz	Aye
Munc	Aye
Walter	Aye
Adams	Aye
Close	Aye
Awakessien Jeter	Aye

Motion carried and Mr. Close was duly elected Vice President of Council for a two-year term expiring January 12, 2026.

OATHS OF OFFICE

Judge Michael Close administered the Oath of Office for Vice-President of Council to Mr. Close. Mr. Close shared he is very thankful to continue his work on City Council. He thanked his family for their support and noted that his work on City Council is done for them.

Justice Melody Stewart administered the Oath of Office for President of Council to Ms. Awakessien Jeter. Ms. Awakessien Jeter thanked her colleagues for entrusting her with this responsibility. It is a testament to progress and inclusivity. She is committed to maintaining civility and ensuring that every voice is heard.

ELECTION OF COUNCIL MEMBER DESIGNATE

In accordance with Section IX of the City Charter, Council may designate another Member to perform the duties of the President and to act as Mayor in the event both the President and Vice President are temporarily unable to perform their duties.

Vice President Close moved, seconded by Mr. Kulewicz to elect Mr. Lynch as Council Member Designate, for a two-year term effective immediately, expiring January 12, 2026. President Awakessien Jeter then called for a vote.

<u>Roll Call</u>	<u>Vote</u>
Close	Aye
Kulewicz	Aye
Lynch	Aye
Munc	Aye
Walter	Aye
Adams	Aye
Awakessien Jeter	Aye

Motion carried and Mr. Lynch was duly elected Council Member Designate for a two-year term expiring January 12, 2026.

PRESIDENT OF COUNCIL APPOINTMENTS

President Awakessien Jeter made the following appointments:

- a. Board of Health Representative: John Kulewicz (expiring December 31, 2024)
- b. City Council Financial Policies Subcommittee: Todd Walter, John Kulewicz, and Jim Lynch (expiring January 12, 2026)
- c. City Council Rules Review Subcommittee: Brian Close, Heidi Munc, Todd Walter (expiring January 12, 2026)
- d. Community Improvement Corporation Representative: Brian Close (expiring January 12, 2026)
- e. Community Relations Committee Liaison: Kathy Adams (expiring January 12, 2026)
- f. Mid-Ohio Regional Planning Commission Representative: Heidi Munc (expiring January 12, 2026)
- g. Upper Arlington Commission on Aging Liaison: Kathy Adams (expiring January 12, 2026)

LEGISLATIVE/ADMINISTRATIVE ITEMS

- a. **Resolution No. 1-2024 – A resolution appointing City Council's designee for the purposes of complying with Ohio's Sunshine Law training requirements**

City Council Meeting Minutes

January 8, 2024

Page 5

Vice President Close moved, seconded by Ms. Adams, to approve Resolution No. 1-2024.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Resolution No. 1-2024.

President Awakessien Jeter then called for a vote on the motion to approve Resolution No. 1-2024.

Voting Aye: Adams, Close, Kulewicz, Lynch, Munc, Walter, and President Awakessien Jeter

Voting Nay: None

Absent: None

Abstain: None

Motion carried.

* * *

There being no further business to come before City Council Mr. Lynch moved, seconded, by Vice President Close to adjourn.

Voting Aye: Adams, Close, Kulewicz, Lynch, Munc, Walter and President Awakessien Jeter

Voting Nay: None

Absent: None

Abstain: None

Motion carried and the meeting was adjourned at 7:40 p.m.

President of Council

ATTEST: _____
City Clerk



December 11, 2023

City Council met in regular session in the Council Chamber of the Municipal Services Center, 3600 Tremont Road, and was called to order by President King at 7:35 p.m.

Members Present: Kathy Adams, Ukeme Awakessien Jeter, Michaela Burriss, Vice President Close, John J. Kulewicz, Jim Lynch, and President Brendan King

Staff Present: Assistant City Engineer Aaron Scott, Assistant City Manager Jackie Thiel, Assistant Finance Director Jon Lindow, Assistant Fire Chief Mike Bell, City Attorney Darren Shulman, City Manager Steven Schoeny, City Engineer Carla Odebralski, Community Development Director Chad Gibson, Finance Director Brent Lewis, Human Resource Director Abby Cochran, IT Director Jeff Kasson, Parks and Recreation Director Debbie McLaughlin, Park Development and Arts Superintendent Jeff Anderson, Parks and Forestry Superintendent Sam Simmons, Performance Analyst Katy Rees, Police Chief Steve Farmer, Public Service Director Gary Wilfong, Purchasing Administrator Val Piccininni, Community Affairs Director Emma Speight, Recreation Superintendent Matt Leber, Deputy City Clerk Abbie Emison, and City Clerk Krystal Gonchar

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mr. Close.

CONSENT AGENDA

- a. **Approve City Council Meeting Minutes for December 4, 2023**
- b. **Ordinance No. 71-2023 – An ordinance amending various sections of Chapter 203 - Income Tax Effective January 1, 2016, of the Upper Arlington Code of Ordinances and enacting § 203.27- Election to Be Subject To R.C. 718.80 to 718.95 of the Ohio Revised Code**
- c. **Ordinance No. 74-2023 - An ordinance authorizing the City Manager to enter into contract with Joseph Tree, Davey Tree Experts, and Russell Tree Experts for tree pruning services**

- d. Ordinance No. 75-2023 - An ordinance authorizing the City Manager to enter into contract with Local Waste Services for the City's Food Waste Collection Program**
- e. Ordinance No. 76-2023 - An ordinance authorizing the City Manager to enter into contract with Michigan Playgrounds LLC (dba Midstates Recreation) for the design, supply, and installation of playground equipment inside the Bob Crane Community Center**
- f. Ordinance No. 78-2023 - An ordinance authorizing the City Manager to enter into contract with EMC Property and Casualty Insurance Company for excess stop loss insurance for the City's Workers' Compensation Program**

Ms. Burriss moved, seconded by Ms. Adams, to approve the Consent Agenda.

President King then called for a vote on the motion to approve the Consent Agenda.

VOTING AYE:	Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY:	None
ABSENT:	None
ABSTAIN:	None

The motion carried.

REPORTS/PRESENTATIONS

- a. Recognition of Mayor Brendan T. King & Council Member Michaela Burriss for their service to the community**

Vice President Close thanked Mayor King and Council Member Burriss for their service. He stated that they both made the City of Upper Arlington a better place. Mr. Lynch shared that Mayor King is a wonderful leader when engaging the community and thanked Ms. Burriss and President King for their service. Mr. Kulewicz stated that they care so much for the City and it shows by their passion. He knows the community admires and respects them both. Ms. Burriss shared that they are all different people, but they all share the same desire to work for the common good. She respects them all and appreciates their individual strengths. President King and Council Member Burriss were presented with the following Resolutions of Appreciation:

COUNCIL OF THE CITY OF UPPER ARLINGTON

RESOLUTION OF APPRECIATION

BRENDAN T. KING
President 2022-2024
Vice President 2018-2022
City Council Member 2016-2024

WHEREAS, Upper Arlington is one of Central Ohio's most prominent communities, but the health, vibrancy and success of Upper Arlington requires visionary and selfless leadership; and

WHEREAS, before being elected to City Council in 2016, Brendan served our community as a Member of the Community Improvement Corporation, Upper Arlington Leadership Program, Upper Arlington Charter Review Commission, Upper Arlington Parks & Recreation Advisory Board (Member and Chairperson), Upper Arlington Rotary Club (Member and Board of Directors), Upper Arlington Historical Society Board (Member and President) and on the citizen committee (Issue 23) to help address sorely needed capital improvements; and

WHEREAS, after helping run the successful ballot initiative that secured additional resources for capital improvements, maintenance and repairs, and for the remainder of his time on City Council, Brendan was steadfast in his commitment to improve the City's aging infrastructure and parks while bringing in record-level economic development to sustain these efforts and increase the efficiency, breadth and quality of the services provided to the community's residents; and

WHEREAS, coming off a few tumultuous years for the City and after a large turnover of members of Council, Brendan stepped into leadership and, with Kip Greenhill, was instrumental in implementing a stronger culture of civility, citizen engagement and transparency that has led to the trust in government that we enjoy today; and

WHEREAS, Upper Arlington saw some of its most successful years under Brendan's leadership in terms of economic development, revenue growth, capital projects and infrastructure improvements, but through these efforts and the values that improved community relations and trust, Brendan's cornerstone achievement on City Council was the community's resounding support for the construction of the Bob Crane Community Center, something our community had been attempting for decades; and

WHEREAS, while many achievements can be credited to Brendan and his work on City Council, Brendan will always be rightfully admired and respected by his fellow Council members, community leaders and members of the City's administration for his humble,

calm, selfless and friendly demeanor that set a positive tone even under some passionate community discussions.

NOW, THEREFORE BE IT RESOLVED that the members of the Council of the City of Upper Arlington, Ohio, do hereby extend our heartfelt appreciation to **Brendan T. King** for his faithful service and exemplary leadership, and our warmest wishes for his continued success and prosperity.

BE IT FURTHER RESOLVED that this Resolution of Commendation be spread upon the minutes of Council on this 11th day of December 2023.

COUNCIL OF THE CITY OF UPPER ARLINGTON *RESOLUTION OF APPRECIATION*

**MICHAELA BURRISS
City Council Member 2020-2024**

WHEREAS, Michaela's career includes work in all levels of government: United States Senate (Sherrod Brown), Ohio House of Representatives (Lauren McNally, Michele Lepore-Hagan), Ohio Senate (Teresa Fedor), and Upper Arlington City Council; she became the youngest woman elected in our City's history; she has also worked in nonprofit advocacy and campaigning; she has inspired other women to run for office and provided support; above all, Michaela is a strong advocate for girls and women; and

WHEREAS, a small business owner herself, Michaela spent several years with Small Business Majority, a nonprofit organization advocating for public policy solutions to help small businesses; she traveled the state and country conducting research specific to municipalities' and their economic needs; Michaela also became educated in nonpartisan issues ranging from access to capital, healthcare, and retirement; this statewide and national experience is why Michaela can identify innovative solutions to economic and residential development challenges; and

WHEREAS, a lifelong Ohio resident and native of Northeast Ohio who studied at Ohio University and Capital University Law School, Michaela was raised in poverty by a single mother who immigrated from Germany; she understands the value of hard work, perspective, and what it means to achieve in the face of adversity; and

WHEREAS, as a Council Member, she successfully passed legislation and created programs such as Contact an Advocate, providing support for domestic violence survivors, and a comprehensive anti-discrimination ordinance; Michaela championed funding for a mental health contract extension with Syntero and the hiring of DEI and HR staff to improve diversity in contracting and hiring; the City has broken ground on the largest physical structure in our history, the Bob Crane Community Center, and has evolved in many other positive ways because of her courageous and thoughtful leadership; and

WHEREAS, Michaela served as the passionate City Council liaison for MORPC, where she advocated for more public transportation options; she loves to speak to Girl Scout troops and at any public service-oriented events; she truly believes in public service and the value of good governance; she spends large amounts of her personal time on civic engagement, campaigns and political issues, demonstrating the importance of getting involved in state, local, and national issues; and

WHEREAS, Michaela's time on Council was marked by her authenticity and passion; she was always willing to take the time to meet with residents, help others when they asked, and advocate for older adults and other underrepresented groups; she is always open and honest and fully transparent in a way that is refreshing and hard to find; she spoke about what it is like to be a working mother of a young child while serving in public office, so others could learn from her experiences; her kindness and authenticity will be sorely missed by her colleagues.

NOW, THEREFORE BE IT RESOLVED that the members of the Council of the City of Upper Arlington, Ohio, do hereby extend our heartfelt appreciation to **Michaela Burriss** for her faithful service and exemplary leadership, and our warmest wishes for her continued success and prosperity.

BE IT FURTHER RESOLVED that this Resolution of Commendation be spread upon the minutes of Council on this 11th day of December 2023.

b. November Finance Report

The Finance Director stated that things continue to look great on the monthly finance reports. Income tax revenue continues to increase.

c. Procurement Audit Update

The Assistant City Manager stated that in 2023 City Council prioritized review of the City's procurement process. The City released an RFP in May, received five proposals, and the Matrix Consulting Group was selected. The Assistant City Manager presented a purchasing benchmarking and KPI Assessment presentation (attached hereto and incorporated herein as Exhibit A).

Allen Pennington and Joe McDonald from Matrix Consulting Group stated that they began the benchmarking study by speaking with the stakeholders within the Finance Department. There was high satisfaction within the department and this will build on a strong foundation. When compared to similar cities, Upper Arlington approaches and processes are in line.

The recommendations moving forward include adjusting the purchasing threshold for Department Heads from \$7,500 to \$10k and increasing the City Manager's

authority from \$40k to \$100k. Purchases above \$100k would need City Council approval. They also recommend housing all contracts in the Finance Department in order to better track spending. Another recommendation is to utilize purchase orders for all purchases so that funds can be encumbered from accounts, helping prevent overspending. Ms. Burriss expressed concern that many items would not be discussed by City Council based on these recommendations. The consultants stated that items, such as standard yearly contracts, that do not warrant vetting by City Council, should fall under the higher City Manager's purchasing authority. This would reduce the staff time required to create staff reports and contracts that must be placed on an agenda. Mr. Lynch shared that he would keep an open mind to the findings and the recommendations.

The Finance Director stated that he can give further details on the breakdown of internal controls within the department. The thresholds that are being recommended for spending are coming from the consultants' experience in procurement studies, the thresholds in regional communities, state thresholds, and the City's purchasing history.

The Assistant City Manager stated that she would like to review all the questions and meet with staff. This will allow City Council to further review the report. They will come forward with the high-level priority recommendations to present in 2024. Procurement Code updates will be necessary as they work towards the changes.

LEGISLATIVE ITEMS FOR SECOND READING/PUBLIC HEARING/COUNCIL ACTION

a. Ordinance No. 77-2023 - An ordinance authorizing the City Manager to enter into contract with MKSK for Phase 1 of the Henderson Road Visioning Study

In order to comply with the Ohio Ethics Law, Mr. Kulewicz abstained from discussion on Ordinance No. 77-2023. Mr. Kulewicz left the Council Chamber at 9:02 p.m.

In response to President King's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 77-2023.

Ms. Awakessien Jeter moved, seconded by Mr. Close, to adopt Ordinance No. 77-2023.

President King then called for a vote on the motion to adopt Ordinance No. 77-2023.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Lynch, and President King

VOTING NAY: None
ABSENT: None
ABSTAIN: Kulewicz

The motion carried.

Mr. Kulewicz returned to the Council Chamber at 9:03 p.m.

b. Ordinance No. 79-2023 - An ordinance approving 2023 Final Appropriations, Transfers, and Advances

In response to President King's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 79-2023.

Ms. Burriss moved, seconded by Mr. Close, to adopt Ordinance No. 79-2023.

President King then called for a vote on the motion to adopt Ordinance No. 79-2023.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

The motion carried.

c. Ordinance No. 80-2023 - An ordinance adopting the 2024 Amendments to the 2023-2024 Municipal Program of Services (2023-2024 Biennial Budget Supplement), and to Approve the Schedule of Fees

In response to President King's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 80-2023.

Vice President Close moved, seconded by Ms. Adams, to adopt Ordinance No. 80- 2023.

Ms. Awakessien Jeter moved, seconded by Ms. Adams, to renew the motion moved at the December 4th meeting, to amend the General Fund - City Manager - Other than personal services budget to add \$75,000 for 2024 to fund a housing assessment study.

Roll Call

Awakessien Jeter

Vote

Aye

Adams	Aye
Kulewicz	Nay
Burriss	Aye
Close	Nay
King	Nay
Lynch	Nay

The motion failed.

President King then called for a vote on the motion to adopt Ordinance No. 80-2023.

VOTING AYE: Adams, Awakessien Jeter, and Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

The motion carried.

d. Ordinance No. 81-2023 - An ordinance adopting the 2024 Annual Appropriations

In response to President King's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 81-2023.

Mr. Kulewicz moved, seconded by Ms. Burriss, to adopt Ordinance No. 81-2023.

President King then called for a vote on the motion to adopt Ordinance No. 81-2023.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

The motion carried.

LEGISLATIVE ITEMS FOR FIRST READING/PUBLIC HEARING/COUNCIL ACTION

a. Resolution No. 10-2023 - A resolution adopting the 2023/2024 Franklin County Multi-Jurisdictional Hazard Mitigation Plan Update

In response to President King's invitation to speak, there were no questions or comments from the public relative to Resolution No. 10-2023.

Mr. Lynch moved, seconded by Mr. Close, to adopt Resolution No. 10-2023.

President King then called for a vote on the motion to adopt Resolution No. 10-2023.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

The motion carried.

b. Resolution No. 11-2023 - A resolution setting the 2024 City Council Schedule of Meetings

In response to President King's invitation to speak, there were no questions or comments from the public relative to Resolution No. 11-2023.

Ms. Adams moved, seconded by Mr. Close, to adopt Resolution No. 11-2023.

President King then called for a vote on the motion to adopt Resolution No. 11-2023.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

The motion carried.

c. Ordinance No. 82-2023 - To authorize salary amendments for the City Manager, City Attorney, and City Clerk

In response to President King's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 82-2023.

Ms. Awakessien Jeter moved, seconded by Ms. Burriss, to adopt Ordinance No.

82-2023.

President King then called for a vote on the motion to adopt Ordinance No. 82-2023.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King

VOTING NAY: None

ABSENT: None

ABSTAIN: None

The motion carried.

- d. Ordinance No. 83-2023 - An ordinance authorizing the City Manager to enter into a five-year contract with Flock Safety Group for the purchase of safety cameras for the City, waive second and third readings, and declare an emergency**

In response to President King's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 83-2023.

The City Attorney stated that by locking in the rate this year, we are receiving a discount. Staff did try to negotiate an extension, but the vendor did not agree. This request is for one reading, suspending Council Rules. The emergency clause makes this legislation effective immediately, rather than in 30 days. This would be a \$50k savings over the life of the contract.

Vice President Closed moved, seconded by Mr. Kulewicz, to suspend the rules to waive second and third readings of Ordinance No. 83-2023.

<u>Roll Call</u>	<u>Vote</u>
Close	Aye
Kulewicz	Aye
Lynch	Nay
Adams	Nay
Awakessien Jeter	Nay
Burriss	Nay
King	Aye

The motion failed.

The City Attorney advised that the item would not be voted on this evening.

- e. Ordinance No. 84-2023 - An ordinance authorizing the City Manager to**

enter into contract with Buckeye Power Sales for a generator replacement purchase for the Municipal Services Center, waive second and third readings, and declare an emergency

In response to President King's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 84-2023.

Vice President Close moved, seconded by Ms. Awakessien Jeter, to suspend the rules to waive second and third readings of Ordinance No. 84-2023.

The Assistant City Manager stated that the current generator is 25 years old and during a power outage, this new generator will run the whole building at the MSC, including Police operations. It has been a long process to determine the load rating and to find a vendor that could supply the appropriate generator.

<u>Roll Call</u>	<u>Vote</u>
Close	Aye
Burriss	Aye
Kulewicz	Aye
Lynch	Aye
Adams	Aye
Awakessien Jeter	Aye
King	Aye

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None

The motion carried.

President King then called for a vote on the motion to adopt Ordinance No. 84-2023.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

The motion carried.

MOTIONS

a. A motion to appoint Dr. Gil Liu to fill the vacant seat on the City's Board of Health for a term expiring June 30, 2026

Vice President Close moved, seconded by Ms. Burriss, to appoint Dr. Gil Liu to fill the vacant seat on the City's Board of Health for a term expiring June 30, 2026.

President King then called for a vote on the motion to appoint Dr. Gil Liu to fill the vacant seat on the City's Board of Health for a term expiring June 30, 2026.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

The motion carried.

CITY MANAGER UPDATE

The City Manager provided the following update regarding Council Member Burriss and Mayor King:

- He appreciates Mayor King and all the encouragement he has given him in his career.
- The leadership styles of both Ms. Burriss and President King has helped make the entire City better.

ADJOURNMENT

There being no further business to come before City Council, Ms. Awakessien Jeter moved, seconded by Mr. Lynch, to adjourn.

VOTING AYE: Adams, Awakessien Jeter, Burriss, Close, Kulewicz, Lynch, and President King
VOTING NAY: None
ABSENT: None
ABSTAIN: None

* * *

The motion carried and the meeting was adjourned at 9:40 p.m.

President of Council

ATTEST: _____
City Clerk



Purchasing Benchmarking and KPI Assessment

Upper Arlington, Ohio

matrix 
consulting group

Assessment Scope

Current Operations Review

Including an assessment of operational practices, staffing allocations and productivity

Benchmarking

To compare Upper Arlington against comparable public sector entities.

Small Business Spending

Covering MBE, EDGE, WBEs and DBEs

Data Management / Technology

To assess automation of processes and enable ease of data tracking.

Project Approach

Current State Assessment

- Documents existing organization, staffing and service levels.
- Document service levels and service delivery approaches.

Stakeholder Input

- Enabled key employees to provide input into the study. .
- Focus on critical issues such as customer service,, service levels, staffing, and technology.

Best Practices

- Compares current operations in the City against industry standards and typical practices in procurement operations.
- Identifies strengths and improvement opportunities.

Comparative

- Benchmarking staffing and operational approaches against other comparably sized communities.

Project Approach

Operational and Staffing Assessment

- Evaluation of operational changes and staffing requirements to meet service expectations.
- Analyzes improvement opportunities identified in Best Practices Assessment for potential recommendation.

Report

- Final report documenting recommendations.

Key Strengths

Internal Stakeholder Survey Positive

Extremely positive internal satisfaction with purchasing support and operations.

Appropriate Centralization

Level of centralization of procurement functions between Purchasing and operating departments is appropriate and effective.

In Alignment with Comparative

Purchasing operations is in alignment with generally staffing allocations, service approaches, and service levels for comparably sized communities.

Recent significant improvements

Increasing proactive focus on enhancing procurement especially including vendor outreach, development and recruitment of small businesses (including MWBE businesses).

Key Recommendations - Operational

Develop purchasing manual and provide regularly staff training on procurement processes.

Develop “How to Do Business Guide” for vendors.

Implement template for operating departments to document procurements.

Implement RFP and RFQ evaluation template to increase consistency and reduce bias.

Conduct annual spend analysis.

Expand use of cooperative purchasing and purchasing consortiums.

Require all purchases above a designated threshold to have a requisition and PO.

Centralize tracking of all contracts within Purchasing to provide spend visibility.

Key Recommendations - Thresholds

Increase threshold approval authority:

- Department Heads – up to \$10,000
- City Manager – up to \$100,000
- City Council – over \$100,000

Change thresholds for procurement process:

- Below \$10,000 - 3 informal quotes
- Between \$10,000 and \$40,000 – 3 formal quotes
- Over \$40,000 – formal RFX process

Key Recommendations - KPIs

Establish and expand formal procurement KPIs and provide quarterly report to Council

Implement additional KPIs to track small business / MWBE KPIs.

Questions and Discussion

Authors:	Valerie Piccininni, Purchasing Administrator
Council Meeting Date:	January 22, 2024
Subject/Legislative Item:	Resolution No. 2-2024 - A resolution authorizing participation in the Ohio Department of Transportation (ODOT) Cooperative Purchasing Program (<i>Adams</i>)
Purpose:	The City Manager requests authority to participate in the Ohio Department of Transportation's contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).
Executive Summary:	The Director of Transportation may permit any political subdivision to participate in contracts into which the Director has entered for the purchase of machinery, materials, supplies or other articles. Any Political Subdivision desiring to participate in such purchase contracts will file with the Co-op Purchasing Coordinator a certified copy of the ordinance or resolution of the Legislative Authority, Board of Trustees or Governing Board of the Political Subdivision requesting authority to participate in such contracts and agreeing that it will be bound by such terms and conditions as the Director prescribes. Purchases made by Political Subdivisions under this division are exempt from any competitive bidding required by law for the purchase of machinery, materials, supplies or other articles.

Purpose and Impact

The City of Upper Arlington must pass a resolution or ordinance requesting that it be authorized to participate in contracts awarded by the Ohio Department of Transportation. The resolution or ordinance shall designate an agent and must authorize that agent to agree to and be bound by all Ohio Department of Transportation contract terms and conditions and to assume all responsibility for placing orders and vendor payments.

This resolution aligns with the Upper Arlington City Code 138.06 (B)(5), which allows participation as an additional purchaser in an existing valid and lawful contract between a vendor and another political subdivision, a state, the U.S. General Services Administration, a federal agency, or a governmental cooperative purchasing group, provided that the other

political subdivision, state, U.S. General Services Administration, federal agency, or purchasing group has procured and entered into such contract in accordance with a formal competitive bid or competitive procurement process that is substantially similar to the provisions of this chapter.

History

A certified copy of the resolution shall be filed with the Ohio Department of Transportation every two years. (Ordinances need not be renewed if they are considered, by the political subdivision, to be permanent legislation.) It is recommended that the City Council adopt this resolution as permanent legislation.

Alternatives

City Council can elect to not pass the resolution.

Attachments

1. Resolution No. 2-2024



RECORD OF RESOLUTIONS

CITY OF UPPER ARLINGTON
STATE OF OHIO

RESOLUTION NO. 2-2024

A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) COOPERATIVE PURCHASING PROGRAM

WHEREAS, Ohio Revised Code Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities, or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized in the name of the City of Upper Arlington to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies, or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

SECTION 2. The City Manager is hereby authorized to agree in the name of the City of Upper Arlington to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3. The City Manager is hereby authorized to agree in the name of the City of Upper Arlington to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Upper Arlington participates, for items it receives pursuant to the contract.

SECTION 4. The City of Upper Arlington agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01 (B) of the Ohio Revised Code. The City of Upper Arlington agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Upper Arlington may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

SECTION 5. This resolution is considered permanent legislation.

SECTION 6.

This resolution is to take effect immediately upon passage.

Authors:	Abby Cochran, HR Director
Council Meeting Date:	January 22, 2024
Subject/Legislative Item:	Ordinance No. 1-2024 - An ordinance authorizing the City Manager to enter into an extended bargaining unit agreement with Teamsters Local No. 284 (<i>Close</i>)
Purpose:	To request that the City Manager is granted authorization to enter into extensions to the bargaining unit agreement for Teamsters Local No. 284.
Executive Summary:	The bargaining unit agreement for the Teamsters Local No. 284 expired 12/31/2023 and the City is actively negotiating with the union. While negotiations are ongoing, the City would like the City Manager to have authorization to grant extensions (as needed) of the current agreement in one-month increments through July 31, 2024.

Purpose and Impact

The authorization to extend the agreement would also specify that the successor contract would be retroactive to January 1, 2024, provided that the parties reach an agreement during the duration of an extension.

By agreeing to an extension neither party would indicate a preference that any economic matters be effective on a particular date; rather that the Parties' intent is to accommodate the negotiation process. The parties will not be waiving any other rights they may have to accept or reject a tentative agreement, to accept or reject any fact-finding recommendations, and/or to content any impropriety in the negotiation process or any resultant order, award or contract provision.

Additional information and an opportunity to ask questions will be provided in executive session under agenda item 9.a., where a review of the City's collective bargaining strategy and preparation for upcoming negotiation sessions will be discussed (pursuant to R.C. 121.22(G)(4)).

History

The Teamsters bargaining unit agreement covers the City's Public Service Workers and City staff has been actively working through contract negotiations with them since fall of 2023.



Alternatives

In the absence of executing a formal extension agreement, the pay rates and other benefits provided under the agreement would still continue for the employees. The employee's would be not eligible for retroactive pay back to January 1, 2024 absent an agreement specifying as such.

Attachments

1. Ordinance No. 1-2024



RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 1-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN EXTENDED BARGAINING UNIT AGREEMENT WITH TEAMSTERS LOCAL NO. 284

- WHEREAS,** the bargaining unit agreement for the Teamsters Local No. 284, which covers Public Service Workers, expired on December 31, 2023; and
- WHEREAS,** the City is currently negotiating with the Teamsters Union regarding a new contract; and
- WHEREAS,** it is the intent of both parties to complete negotiations as quickly as possible; and
- WHEREAS,** Staff recommends authorizing an extension to the current agreement, retroactive to January 1, 2024, and granting the City Manager the ability to execute one-month extensions, as needed, through July 31, 2024; and
- WHEREAS,** by agreeing to an extension, neither party would be waiving any other rights they may have to accept or reject a tentative agreement, to accept or reject any fact-finding recommendations, and/or to contest any impropriety in the negotiation process or any resultant order, award or, contract provision.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

- SECTION 1.** The City Manager is hereby authorized to enter into extension agreements with the Teamsters Local No. 284 through July 31, 2024.
- SECTION 2.** The effective date of the economic terms of the new contract would be established in the successor agreement.
- SECTION 3.** The parties will not be waiving any other rights they may have to accept or reject a tentative agreement, to accept or reject any fact-finding recommendations, and/or to contest any impropriety in the negotiation process or any resultant order, award, or contract provision.
- SECTION 4.** The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.
- SECTION 5.** This ordinance shall take effect immediately upon passage.

Authors: Darren Shulman, City Attorney

Council Meeting Date: January 22, 2024

Subject/Legislative Item: Ordinance No. 2-2024 - An ordinance authorizing the City Manager to enter into a five-year contract with Flock Safety Group for the purchase of safety cameras for the City

Purpose: To authorize the City Manager to enter into a new contract with Flock Safety for 20 cameras.

Executive Summary: This ordinance authorizes the City Manager to enter into a 5-year contract with Flock Safety for a first-year amount of \$59,350 and an annual recurring amount of \$54,500 for the following four (4) years.

Purpose and Impact

UAPD uses the Flock System for both immediate patrol response to alerts regarding felony-wanted persons, stolen cars, missing persons and other serious matters entered into the National Crime Information Center Database. The Division currently operates 11 Flock Safety cameras and is expanding this in the first year of the contract to add 9 additional cameras for a total of 20. The first-year cost of the contract to implement the 9 additional cameras is a total of \$59,350 and then \$54,500 for the next four years. This contract is for 2024 - 2028. This was included in the Police 2024 budget for \$60,000.

For investigations, the vehicle images (kept for only 30 days on the system) are invaluable for producing leads on suspect vehicles that pass a Flock camera. Approximately 80% of UA investigations utilize the Flock system in some capacity. Two major successes were the apprehension of a homicide suspect from West Virginia and the PD discovery of a missing elderly person found in Louisville, KY from our city, which was accomplished because of Flock Safety alerts.

History

In 2021, UAPD entered into a contract with Flock Safety for the first 6 automatic license plate reader cameras to supplement the Division's patrol and investigative mission. In 2022, UAPD obtained 5 additional cameras for a total annual cost of \$27,500.

Alternatives



The existing contract with Flock Safety expires in March of 2024. Council could choose not to authorize the new contract and no longer have UAPD utilize Flock Safety cameras.

Attachments

1. Ordinance No. 2-2024
2. Exhibit A - 2024 Flock Safety Agreement



RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 2-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIVE-YEAR CONTRACT WITH FLOCK SAFETY GROUP FOR THE PURCHASE OF SAFETY CAMERAS FOR THE CITY

- WHEREAS,** in 2020, the City entered into a contract with Flock Safety Group to provide fixed-location, automatic license plate reader cameras; and
- WHEREAS,** in 2022, the City purchased additional cameras, setting up different contract end dates; and
- WHEREAS,** the City executed an amendment to align the contract dates for both orders, running through April 2023, and included an option to renew; and
- WHEREAS,** in 2023, the City executed the renewal which extended the contract through April 2024; and
- WHEREAS,** therefore, the total value of the contract, including the 2024 renewal year, exceeded \$40,000, so the one-year renewal was taken to City Council; and
- WHEREAS,** the new contract is a successor to the existing contract and will continue the City's fixed-location, automatic license plate reader program, as well as adding nine additional cameras.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

- SECTION 1.** The City Manager is hereby authorized to enter into contract with Flock Safety Group for the purchase of safety cameras, contract attached herein as EXHIBIT A, for an amount not to exceed \$277,350.00.
- SECTION 2.** The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.
- SECTION 3.** This ordinance shall take effect immediately upon passage.

**Flock Safety + OH - Upper Arlington
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Darwin Aldrich
darwin.aldrich@flocksafety.com
7702312603



EXHIBIT A
ORDER FORM

Customer: OH - Upper Arlington PD
Legal Entity Name: OH - Upper Arlington PD
Accounts Payable Email: ap@uaoh.net
Address: 3600 Tremont Road Upper Arlington, Ohio
43221

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$54,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	11	Included
Flock Safety Falcon®	Included	9	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	7	\$4,550.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00

Subtotal Year 1: \$59,350.00
Annual Recurring Subtotal: \$54,500.00
Discounts: \$27,500.00
Estimated Tax: \$0.00
Contract Total: \$277,350.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$59,350.00
Annual Recurring after Year 1	\$54,500.00
Contract Total	\$277,350.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform (\$500/year/11 cameras x 5 years)	\$27,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Discounts applied are for 11 cameras already installed. All cameras installed in 2024 are locked at \$3000 per camera for the term of this contract.

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	11 @ \$3000/camera per year for 5 years, paid annually	
Flock Safety Falcon ®	9 @ \$3000/camera per year for 5 years, paid annually	

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately-owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Upper Arlington PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 14 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term or funds are not appropriated by the political jurisdiction.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should

Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction. Assignment to a company that has a Finding for Recovery in Ohio or exists on a State or Federal debarment list will be cause for cancellation.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release,

performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

Authors:	Debbie McLaughlin, Parks & Recreation Director Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	January 22, 2024
Subject/Legislative Item:	Ordinance No. 3-2024 - An ordinance authorizing the City Manager to enter into contract with ggCircuit for a complete e-sports package and support services for the Bob Crane Community Center
Purpose:	To provide e-sports gaming services to complement the planned programming for the Bob Crane Community Center
Executive Summary:	Legislation Authorizes the City Manager to enter into a contract with ggCircuit for complete e-sports package and support services for the Bob Crane Community Center.

Purpose and Impact

This is an ordinance authorizing the City Manager to enter into a contract with ggCircuit in the amount of \$84,090 for a complete esports package and support services for the Bob Crane Community Center. The cost for these services, which also include hardware, furniture and installation are included as part of the Furnishings, Fixtures and Equipment (FF&E) within the overall project budget. This ordinance will also authorize the City Manager to renew the contract with ggCircuit on an annual basis at an estimated cost of \$8,100 to provide an ongoing operating system, software and support as part of the Community Center operating budget.

As part of the statistically valid survey that was conducted for the Community Center Feasibility Study, 66% of respondents agreed that Upper Arlington needs more fitness, recreation and social opportunities for youth and teens. Based on these findings, the Community Center Feasibility Task Force (CCFTF) included gaming and e-sports as part of the Core Activities and Building Space Program in their final report. As part of the design process, MSA Sport worked with City Staff to seek community input and refine the space and location needed within the building to provide an e-sports facility. As a final step in building out the space, this contract will provide management software, PC hardware, furniture, diskless boot software, employee training and other managed services including daily software updates, remote support and on-site service. The equipment and services provided through this contract will be essential in the development and operation of e-sports in the Community Center.

History

On September 22, 2023, the City issued a Request for Proposals seeking a Vendor to provide e-sports support services. Service expectations included providing a gaming operating system, providing remote installs, real time remote technical support, and management software that provides configuration of systems including hardware, software and daily game and driver updates.

On October 27, 2023, the City received proposals from three Vendors. The proposals were reviewed by a Selection Committee that included staff members from the Parks & Recreation Department, Information Technology Department and City Manager's Office. The City's Owner Representative, Pizzuti Solutions, also participated in an advisory capacity. Proposals were evaluated based on criteria provided in the Request for Proposal including ability to provide the services outlined in the RFP, past experience providing similar services and the quality, training and experience of staff who will be assigned to provide support. After meeting to review the proposals, the Selection Committee recommended ggCircuit as the most responsive and the preferred Vendor to provide E-Sports Support Services for the Community Center.

The team at ggCircuit has almost 25 years of experience in the location-based e-sports business and have been offering management software since 2014. They have over 900 clients globally that utilize one or more of their services, including nearly 200 universities and K-12 schools. Local clients include Miami University and the Youngstown Jewish Community Center.

As part of their proposal, ggCircuit will provide a cloud based e-sports operating system and a diskless boot software that provides secure and efficient game/software/driver updates. They will also provide support services that include new games implemented by request within one business day, private discord support channel to resolve support requests/issues and immediate escalation of high-end support issues. Their proposal is inclusive of all the equipment that will be needed to start up the e-sports facility including PC hardware, diskless boot server hardware, monitors, peripherals (mouse, keyboard and headset), desks and chairs. They will also provide installation services including desk assembly, PC setup, software configuration and employee training. Collectively, the equipment and services provided by ggCircuit will provide a turn key set up of the e-sports room at the Community Center, allowing staff to focus on the programming and operation of the new space.

Alternatives

An alternative to this ordinance would be provide similar services utilizing City staff. This approach is not recommended due to the specific expertise that is needed in the area of gaming and e-sports. Games change all the time with new updates and patches. Having multiple PC devices, each with many games available can cause a bottleneck if each PC had to be updated individually. The operating system and diskless boot software provided by ggCircuit eliminates this bottleneck and reduce the manhours that will be required to run the new facility. Additionally, ggCircuit is able to provide specific expertise and support to ensure a smooth operation of the facility. This will allow City IT staff to focus on the general



technology needs of the building and for Parks & Recreation Staff to focus on customer support and operations. It will also provide technical support that may be needed during the Community Center's operating hours that fall outside of the regular IT staff work day, reducing the need to call in IT staff on off hours.

It is not recommended that this ordinance be delayed. Proceeding with the contract at this time will allow the Vendor to begin the process of sourcing the necessary equipment so that it is ready for install and setup at the appropriate time in the overall construction schedule.

Attachments

1. Ordinance No. 3-2024



RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 3-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH GGCIRCUIT FOR A COMPLETE E-SPORTS PACKAGE AND SUPPORT SERVICES FOR THE BOB CRANE COMMUNITY CENTER

- WHEREAS,** as part of the survey conducted for the Community Center Feasibility Study, 66 percent of respondents agreed that Upper Arlington needs more fitness recreation and social opportunities for youth and teens; and
- WHEREAS,** based on those findings, the Community Center Feasibility Task Force included gaming and e-sports as part of the Core Activities and Building Space Program in their final report; and
- WHEREAS,** on September 22, 2023, the City issued a Request for Proposals seeking a vendor to provide e-sports support services; and
- WHEREAS,** on October 27, 2023, the City received proposals from three vendors, which were reviewed by a selection committee; and
- WHEREAS,** the selection committee recommended ggCircuit as the most responsive and preferred vendor; and
- WHEREAS,** it is the recommendation of Staff to proceed with this contract, which includes a complete e-sports package and support services, as well as an option to renew on an annual basis.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into contract with ggCircuit for an e-sports package and support services, for an amount not to exceed \$84,090.00, with annual options to renew.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.

Authors:	Debbie McLaughlin, Parks & Recreation Director Samantha Simmons, Parks & Forestry Superintendent
Council Meeting Date:	January 22, 2024
Subject/Legislative Item:	Ordinance No. 4-2024 - An ordinance authorizing the City Manager to enter into contract with Baker Vehicle Systems Inc. for the purchase of an infield equipment vehicle
Purpose:	To obtain specialized equipment for maintenance and renovations of baseball/softball infields
Executive Summary:	Council approval is requested to issue a purchase order to Baker Vehicle Systems Inc. for the purchase of an ABI Force z23slt and attachments at a cost not to exceed \$54,932.

Purpose and Impact

The Parks and Recreation Department maintains fifteen ball diamond infields within the park system for both the spring and fall baseball/softball seasons. Maintenance and preparation for use requires dragging of all infields daily. As part of the 2018 Comprehensive Plan, improving existing sports fields and facilities was identified as a priority in the community. The Parks and Recreation Department has been working through improvements through field projects, maintenance, and equipment. Replacement of our current infield groomer will allow us to continue this initiative on our diamond infields to better serve our baseball and softball groups.

The proposed replacement and improvement of the diamond maintenance vehicle will enable staff to be efficient and impactful in fulfilling the standards and expectations of the community and athletic user groups. The 2024 Capital Equipment Budget included \$55,000 for the replacement of this piece of specialty equipment. The price of the proposed equipment, the ABI Force, is within budget.

History

The division currently has an infield grooming vehicle, a 2007 Toro Sand Pro. This piece of equipment was designed to function as only a groomer for infields and golf course bunkers. Our current equipment is not capable of some of the intensive maintenance and renovations that our existing fields require in order to for us to provide the conditions and standards expected by our user groups.

The proposed equipment is an ABI Force with multiple attachments that will allow us to provide daily maintenance/infield grooming as well as some renovation functions including

weed cutting and tilling, scarifying, laser grading, edging, and more. Our user groups will experience two most notable improvements to previous conditions. One, fewer cancelations due to rain. The ABI Force has the capability to get on wetter fields and nail drag with more power to expose material to air and drying ahead of scheduled practices and games. The powerful equipment and attachments can correct persistent depressions/low spots caused by use, the same depressions that turn into chronic puddles with rain. Correcting these issues will result in less reliance on products like Diamond Dry that contribute to long-term issues. Two, much better control of weeds on the infield. During a demonstration, the ABI Force was able to take an infield from overgrown to weed free in about 1.5 hours, with very little wasted material and no weed control chemicals.

The ABI Force is a piece of very specialized equipment. ABI was the first company to create and patent this technology. They are the sole source provider of this equipment. The vendor, Baker Vehicle Systems, is the exclusive authorized dealer for our region, Ohio and surrounding states. A letter outlining the sole source and authorized dealer is attached. For this reason, the City did not seek public bid for this equipment.

Council approval is requested to issue a purchase order to Baker Vehicle Systems Inc for the purchase of an ABI Force z23slt and attachments at a cost not to exceed \$54,932.

Alternatives

The procurement of this equipment could be publicly bid. However, the outcome would be the same due to sole source product and authorized dealer.

Replacement of this vehicle could be delayed. However, staff will continue to struggle to meet standards and expectations utilizing current equipment.

Attachments

1. ABI Force Sole Source Baker Vehicle
2. Ordinance No. 4-2024





ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka, IN 46544

877-788-7253
www.ABIattachments.com

SOLE SOURCE LETTER

9/1/2023

To Whom It May Concern,

This letter is to confirm that the ABI Force, zero turn vehicle, models z23sl or z23slt, referenced in the included quotation, is a sole-source product offered exclusively by Baker Vehicle Systems in your region. No other company offers a similar or competing product. This product must be purchased directly from Baker Vehicle. There are no other agents or dealers authorized to represent this product in your region.

Competition is precluded by the existence of proprietary product capability and trade secret manufacturing processes and techniques which enable the ABI Force, stand-on zero turn vehicle's purpose and function (models z23sl or z23slt). Exclusive functions include: Zero-Turn Laser Grading, Hydraulic Control Of Interchangeable Front, Mid, and Rear Mount Attachments, Stand-on Access & Visibility, Exclusive VibraFlex & Profile Blade Field Conditioning Technologies With Positive Depth Control, Exclusive Responsive Variable Force (RVF) Technology. These and other proprietary facets of the ABI Force are additionally protected under U.S. patent law by the following U.S. patents: US9,332,687, US9,883,621, US10,149,440, US10,287,744, & US10,287,745.

There is no other like item or product available for purchase that would serve the same purpose or function, and there is only one retail price for the ABI Force, zero turn vehicle, models z23sl or z23slt. If you desire additional information, please don't hesitate to contact me at (574) 850-8708 at any time or visit our website at www.ABIattachments.com. Thank you for your interest in our products. Sincerely,

A handwritten signature in black ink, reading 'Jim Catalano', written over a horizontal line.

Jim Catalano

Sr. Vice President
ABI Attachments, Inc.

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 4-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH BAKER VEHICLE SYSTEMS INC. FOR THE PURCHASE OF AN INFIELD EQUIPMENT VEHICLE

WHEREAS, the Parks & Recreation Department maintains 15 ball diamond infields within the City's park system; and

WHEREAS, as part of the 2018 Comprehensive Plan, improving existing sports fields and facilities was identified as a priority to the community; and

WHEREAS, the replacement of the current infield groomer will enable staff to be efficient and impactful in fulfilling the standards and expectations of the community and athletic user groups; and

WHEREAS, the equipment purchase was included and approved in the 2024 Capital Equipment budget.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into contract with Baker Vehicle Systems Inc. for the purchase of an infield equipment vehicle, for an amount not to exceed \$55,000.00.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement and purchase, that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.

Authors:	Steven Schoeny, City Manager Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	January 22, 2024
Subject/Legislative Item:	Ordinance No. 5-2024 - An ordinance authorizing the City Manager to enter into contract with Elford Inc. for construction of the Kingsdale Parking Garage
Purpose:	To provide construction services for a parking deck located at Kingsdale Center adjacent to the Bob Crane Community Center
Executive Summary:	Legislation will authorize the City Manager to enter a contract with Elford, Inc. for the construction of a parking deck at Kingsdale Center, adjacent to the Bob Crane Community Center.

Purpose and Impact

This is an ordinance authorizing the City Manager to enter a contract with Elford, Inc. in the amount of \$6,388,000 and a 10% contingency of \$638,800 for a total amount not to exceed \$7,026,800 for the construction of a parking deck at Kingsdale Center adjacent to the Bob Crane Community Center. The total construction budget for this project in the 2024 Capital Improvement Plan is \$7,728,000.

Providing a parking deck at Kingsdale Center will improve the user experience by providing convenient and accessible parking in close proximity to the Community Center. It will help supplement the parking that is already planned and encourage use of the Community Center by reducing potential barriers to accessing the facility.

History

In January of 2021, the City executed a Development Agreement with Continental Development, Inc. for the redevelopment of the Kingsdale Center. As part of this agreement, Continental Development agreed to provide not less than 200 parking spaces in the adjacent parking facility which may be used, on a non-exclusive basis, by visitors and employees of City facilities. Additionally, Continental also secured a parking easement for not less than 150 parking spaces on the northernmost portion of the adjacent parcel, which is owned by Echo Kingsdale, LLC. (Parcel ID# 070-003573-00).



The Community Center Feasibility Study, which was completed in 2020, recommended that these parking spots be supplemented by additional parking adjacent to the community center building. These spots were initially planned as surface parking located under an overhang of the building. As the detailed design process began in the fall of 2021, it was quickly recognized that the most heavily used building areas, including the pool, main exercise floor and child watch, should be located on the ground level. This determination was supported through the community engagement effort.

In order to accommodate these uses on the ground floor, the design team started exploring the feasibility of other parking options. The option of underground parking was explored, but determined to not be feasible due to the high construction costs and limited space. In June of 2022 a series of "Building Access Focus Groups" were held to explore strategies for providing convenient access to the building for all users, including those with limited mobility. Over 50 residents participated, including many seniors and family members of persons with a variety of mobility challenges. The focus groups recognized the challenges with the underground parking and recommended the construction of an above ground parking deck as the preferred alternative to provide a greater total number of parking spaces as well as convenient access to the community center.

Based on the recommendations of the Building Access Focus group, the design team developed a design for a parking deck to be located within the Continental Parking Easement Area on the adjacent Echo Kingsdale Property. The final design will provide a total of 310 parking spaces on two levels and bring the total parking for the Kingsdale Mixed Use Project to over 900 spaces. The structure has been designed with an open appearance and architectural details that will complement the surrounding development.

The project was publicly advertised using the City's standard process for construction projects. On January 16th, 2024 the City received six bids and the results are shown below:

Contractor - Bid

Elford - \$6,388,000

Miles-McClellan - \$6,500,000

Dugan & Meyers - \$6,631,000

CPS Construction Group - \$6,645,440

Thomarios - \$6,842,812

Marker - \$6,993,275

Elford's bid was reviewed by City Staff and MSA Sport and has been determined to be responsive. A scope review meeting was held with Elford and they have been recommended as qualified to perform the work. Elford is currently serving as Construction Manager for the Community Center in partnership with Continental Construction (ECBC). Their familiarity with the site and the community center as well as their ability to coordinate the overall scope of work at the development will be a great benefit to the project.

Staff are currently in the process of finalizing a ground lease agreement with the property owner, Echo Kingsdale LLC. Terms of the ground lease have been reviewed in detail and



both parties are agreeable to the terms. A final ground lease will be presented to council and executed before any work is performed on the construction of the parking garage.

Alternatives

An alternative to proceeding with this ordinance would be to rebid the project. However, multiple bids below the budgeted amount were received, and it is unlikely that the City would receive better pricing from a rebid. The bids were consistent, which suggests accurate pricing among the bidders. Also, having a low bidder that is familiar with the site and the project, is an added benefit that may not occur with a rebid.

It is also recommended that this project not be delayed. As part of the agreement with Echo, construction on the garage is to take place between April 1 and November 18. Proceeding with the ordinance at this time will allow the contract to be executed and for preparation work to begin so that site work can begin as early as possible in order to meet the tight construction window that is required.

Attachments

1. Ordinance No. 5-2024



RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 5-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH ELFORD INC. FOR THE CONSTRUCTION OF THE KINGSDALE PARKING GARAGE

WHEREAS, in January of 2021, the City executed a Development Agreement with Continental Development, Inc. for the redevelopment of the Kingsdale Center and, as part of this agreement, Continental Development agreed to provide not less than 200 parking spaces in the adjacent parking facility which may be used, on a non-exclusive basis, by visitors and employees of City facilities; and

WHEREAS, based on the feedback from the Building Access Focus group, the design team developed a design for a parking deck to be located within the Continental Parking Easement Area, for a total of 310 parking spaces on two levels; and

WHEREAS, on January 16th, 2024, the City received six bids and the results are shown below; and

Contractor	Bid
Elford Inc.	\$6,388,000
Miles-McClellan	\$6,500,000
Dugan & Meyers	\$6,631,000
CPS Construction Group	\$6,645,440
Thomarios	\$6,842,812
Marker	\$6,993,275

WHEREAS, Elford Inc. was selected as the lowest and most responsive bidder; and

WHEREAS, the total construction budget for this project was included and approved in the 2024 Capital Improvement Plan.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into contract with Elford Inc. for the construction of the Kingsdale Parking Garage, for an amount not to exceed \$7,026,800.00, which includes a 10-percent contingency.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 3.

This ordinance shall take effect immediately upon passage.

Authors: Suzanne Beach, Executive Assistant
Jacolyn Thiel, Assistant City Manager

Council Meeting Date: January 22, 2024

Subject/Legislative Item: Economic Development Transfer Form (TREX) La Loma 3051 Northwest Blvd.
(*motion to approve*)

Purpose: To approve the TREX Letter of Endorsement for La Loma's related to their D-2 and D-3 liquor license.

Executive Summary: The City Manager's Office has received a request from the Ohio Division of Liquor Control, for a TREX Letter of Endorsement for a proposed D-2 and D-3 permit for La Loma 3, LLC DBA La Loma Mexican Restaurant, Upper Arlington LLC to be located at 3051 Northwest Blvd, Upper Arlington, Ohio. The Division of Liquor Control requires a TREX when specific types of liquor licenses are unavailable due to quota.

Purpose and Impact

La Loma Mexican Restaurant, Upper Arlington LLC to be located at 3051 Northwest Blvd. has requested through the Ohio Division of Liquor Control for a TREX Letter of Endorsement for a proposed D-2 and D-3 permit. Such an endorsement is required per O.R.C. Section 4303.290. Permit privilege requested is:

- D-2 wine and pre-packaged low proof mixed beverages sales on/off until 1 am.
- D-3 on premises only consumption of high-proof spirits until 1am.

They will only be transferring the D-2 license since Upper Arlington does not have any available (see history below). They will apply for the new D3 license.

Staff requests approval of the TREX Application. Once the ODLC receives the legislative approval from UA, the applicant will be required to apply for the actual liquor license which will be brought back before council when received.

Staff has found no basis for objection to this request. Given that there are no remaining



permits available under Upper Arlington's existing quotas for D-1 and D-2 permits (see below), staff believes that support for such applications will be required if Council wishes to grow the restaurant, food and beverage options available within Upper Arlington.

History

In Ohio, a liquor permit is needed before you can make, distribute, or sell alcoholic beverages to a distributor, retailer, or consumer. Regardless of the type of permit sought, an applicant must meet the applicable legal requirements for the applied for permit. In Ohio, retail permits allow for carryout only sales and others for on-premises consumption. This can include locations like bars, restaurants, and carryout stores. A certain segment of Ohio's retail permits are subject to a quota system. This means there are a limited number of permits that can be issued at any given time within a particular area. The type of permits that can be applied for are:

- C-1 permit allows for carryout only beer sales until 1am. *Permit Quota 37 Permits Available 29*
- C-2 allows for carryout only sales of wine and pre-packaged, low proof mixed beverages until 1 am. *Permit Quota 37 Permits Available 29*
- D-1 permit allows for beer sales on/off premises until 1 am. *Permit Quota 19 Permits Available 0*
- D-2 allows for wine and pre-packaged low proof mixed beverages sales on/off until 1 am. *Permit Quota 19 Permits Available 0*
- D-3 allows for on premises only consumption of high-proof spirits until 1am. *Permit Quota 19 Permits Available 2*
- D-3A extends sale hours until 2:30 am. To have the D-3A you MUST at least have the D-3, but if you also have a D-1 or D-2 those hours would also be extended until 2:30 am. *Permits Available 9*
- D-5 allows for on/off sales of beer, wine, pre-packaged low proof mixed beverages, and on premises only consumption of high-proof spirits all until 2:30 am. *Permit Quota 19 Permits Available 1*

When an applicant applies for a permit that is subject to quota and there are no permits available for issuance within the applied for area, then the applicant has a few options. The applicant can:

- Cancel its application
- Remain on the waitlist until a spot opens up
- Find a business for sale within the applied for municipality that has an issued permit that the applicant can transfer that issued permit to its business either at the same location or a new location within that same municipality; or
- A TREX is the transfer application for businesses to transfer licenses from another city or village.

Alternatives



Council has the option not to approve the request which would require La Loma to remain on the waitlist until an existing D-2 liquor license is vacated or they can chose to cancel their application.

Attachments

1. TREX for La Loma





**Department
of Commerce**

Division of Liquor Control

Division Use Only	
Check #: _____	Permit # _____
# of Checks: _____	
Check Amt: _____	

ECONOMIC DEVELOPMENT TRANSFER FORM (Trex)

Ohio Revised Code 4303.29(B)(2)(b)

READ BEFORE YOU START THIS APPLICATION

Certain permits in Ohio are subject to a quota based upon a formula that factors in the total population of the city, village, or township where the permit will be issued and a ratio, specific to particular permit classes, as set forth in Ohio law (Learn more in our [Quota Resource Guide](#)). When transferring a specific quota permit (i.e., D-1, D-2, etc.) that will move locations to a NEW city, village, or township from where it is currently issued, there must be available spots in that new quota before the Division can process the transfer. If, for a particular quota permit class, there are **NO** spots available in the new quota, then the applicant has a few choices as discussed in our [Trex Resource Guide](#). This form covers the specific permit classes that can be Trex'd under the Ohio law provision noted at the top of this application. A few things to understand before proceeding with the Trex option are that:

- The Division can **ONLY** process the Trex transfer application if the city, village, or township where the permit will transfer to **APPROVES** the transfer as an economic development project. The city, village, or township can document its approval by signing our form below in Section E.
- **ONLY** after we receive this completed form with the transfer application will the Division Superintendent review it for processing.
- The city, village, or township, despite approving the Trex transfer can still object to the issuance of your permit at the applied for location and the applicant must still be WET (Review our [Local Option Election Guide](#) for more information) for the requested sales at that address and meet all other rules and regulations before the permit(s) can be issued at that new location.

For this form to be deemed complete, you must fully and legibly complete this application, including:

- Answering all required questions ("*" indicates a required field);
- Submitting this application with your Transfer Application; **and**
- Securing signatures from the appropriate local government officials listed below.

SECTION A – Issued Permit Holder Information (i.e. Seller)

* This section **MUST** be completed.

* Issued Permit Holder's Business Name as on File with the Division:

LA EXTRAVAGANZA LTD DBA BELLA DOMA

* Issued Permit Holder #:

4957237

SECTION B – New Business Owner's Information (i.e., Buyer) ☐ N/A-Seller **REMAINS** the owner and is **ONLY** moving locations.

* **ONLY** fill out this section if the **ownership and location** is changing.

* Business Entity or Sole Proprietor Name ("Applicant") (**MUST** match name listed on transfer application):

LA LOMA 3, LLC DBA LA LOMA MEXICAN RESTAURANT

Section C – New Permit Premises Address Information

* This section **MUST** be completed.

* New Permit Premises Address:

3051 NORTHWEST BOULEVARD

* New Township (if outside city limits):

* New City:

UPPER ARLINGTON

* New County:

FRANKLIN

Licensing New & Transfer Section
6606 Tussing Road
PO Box 4005
Reynoldsburg, OH 43068-9005 U.S.A.

Page 1 of 4

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SECTION D – Transferred Permits subject to TREX

* This section identifies the permit classes that are being transferred into a **NEW** city, village, or township, consistent with the Transfer Application, that **REQUIRE** TREX sign-off from the local government official that signed below.

* Select the Permit Type(s) being transferred that need to be TREX'd:

☐ C-1 ☐ C-2 ☐ D-1 ☒ D-2 ☒ D-3 ☐ D-5

* Note – there may be other permit types, like a C-2X, D-3A, or D-6, that are also part of your transfer that are not listed above. Your complete transfer listing needs to be identified on your transfer application (DLC 4120) that you must send with this signed TREX form.

Remember this form is **ONLY** for those permit classes that are subject to the quota and would require TREX sign-off because there are no permits available for the given class in the NEW locality when the transfer is filed. For example, you can be transferring a D-1, D-2, D-3 permit from City A to City B. In City B, there are D-1 and D-3 permits available, but no D-2 permits. In this situation, the only permit class that would REQUIRE TREX sign-off is the D-2.

Section E – Information that MAY be Used to Determine if the Transfer is an Economic Development Project

R.C. 4303.29(B)(2)(b)(ii) lists several factors the local legislative authority (City, Village or Township) can use when determining if it should approve this transfer as an Economic Development Project. While the law provides broad discretion to the legislative authority when making this decision, **SOME** factors that may be useful to the legislative authority in making its decision, include the:

- Total amount invested in this project: \$ 350,000.00
- Total number of jobs that will be created by this project: 22
- Existing or estimated Tax Revenue generated by this project:
 - Ohio Unemployment Tax 13,400.00
\$ _____
 - Property Tax 31,232.00
\$ _____
 - Sales Tax 117,000.00
\$ _____
 - State Withholding Tax 14,500.00
\$ _____
 - Other: _____ \$ _____

You may also be asked to provide a projected earnings statement (brand new business), or a profit and loss statement (existing business), or a copy of building plans/drawings outlining any construction plans.

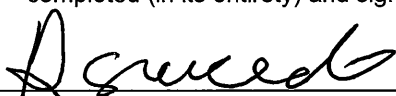
Section F – Applicant Signature

* This section **MUST** be signed by either the applicant in:

- *Section A if the seller **REMAINS** the owner of the permit and is **ONLY** moving the permit address to a **NEW** city, village, or township from where it is currently issued; OR*
- *Section B if the ownership of the permit is changing **AND** the new permit address will be in a **NEW** city, village, or township from where the permit is currently issued.*

By signing below, I certify and understand that:

- I have authority to execute this document;
- The information provided is true, correct, and complete to the best of my knowledge and belief;
- Failing to complete this form, consistent with the above listed instructions, will result in this form and/or transfer application being returned to me, unprocessed, until a corrected, complete application is received by the Division;
- During the review of this form and/or my transfer application, further documentation may be needed, and I agree to comply timely and understand that failure to comply could delay the processing of my application;
- Even if the city, township, or village approves my TREX transfer application, the Division **MUST** still notify the applicable legislative authority about your transfer application and that legislative authority has the right to object to the issuance of the permit even for those permit classes that it approved as part of this TREX process; **AND**
- If this TREX form is required, the Division **CANNOT** process the transfer application until it is submitted with this completed (in its entirety) and signed form.



(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Shareholder or Member)

BLANCA SAUCEDO

(Please Print Name)

MANAGING MEMBER

(Title)

12-15-2023

(Date)

3051 NORTHWEST BOULEVARD, UPPER ARLINGTON, OH 4

(Street Address, City, State, Zip Code)

43221

(Telephone with Area Code)

SECTION G – NEW City, Village, or Township Signature

* This section MUST be completed by the City, Village or Township in which this Economic Development Project (TRES) will be located. Legislative officials who can sign this section are, as applicable, the/a:

- Mayor,
- City Council Member,
- Law Director,
- Clerk of Council,
- Township Fiscal Officer,
- County or Township Trustee Board Member; or
- Other legislative office holder not specified with the authority to act on behalf of the applicable jurisdiction where the permit will be located.

THE APPLICANT MUST PROVIDE AN EXECUTED COPY OF THIS FORM WITH ITS TRANSFER APPLICATION.

The City, Village or Township of UPPER ARLINGTON has considered the above-named applicant's TRES application consistent with the factors outlined in R.C. 4303.29(B)(2)(b) and hereby agrees and accepts that this transfer will be an economic development project within its jurisdiction.

By signing this form, I, the city, village, or township official listed below, acknowledges and understands that:

- I have the authority on behalf of my local government to sign this form;
- My signature, on behalf of my jurisdiction, means the Division can continue to process the applicant's transfer application for the applicable TRES'd permit classes;
- The city, village, or township will still be notified about the potential issuance of this permit and that it retains the right to object to this transfer for any and all permit classes applied for by the applicant;
- Once the applied for permit classes are transferred to the applicant within the city's, village's, or township's jurisdiction, the permit can then be transferred to other owners at the same location or to other locations within the city, village, or township by either the current or future owners subject to notice and hearing provisions under R.C. 4303.26;
- The TRES process ONLY contemplates the Division's ability to start processing the applicant's transfer application for the affected permit classes, the applicant MUST still meet any rules and regulations before the permit can be issued and the new location must also be wet for the type of permit classes that the applicant seeks to operate at the new location; and
- It is within the city, village, or township's sole discretion, consistent with Ohio law, to decide whether to approve the applicant's TRES application as an economic development project.

(Signature of Local Official specified above)

(Please Print Name)

(Title)

(Date)

(Government Email Address)

(Telephone with Area Code)

Applicant MUST submit the transfer application, this TRES form, and any other required forms to:

Ohio Department of Commerce – Division of Liquor Control
c/o Licensing New & Transfer Section
6606 Tussing Road
Reynoldsburg, OH 43068-9005

For Questions call (614) 644-3155
Or email fileinquiry@com.ohio.gov

Office Hours: 8:00 a.m. - 5:00 p.m. EST