



1/29/2024 | 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:

<https://us06web.zoom.us/j/88268224042>

Or Telephone: 1 929 205 6099

Webinar ID:882 6822 4042

1. Call to Order/Roll Call

2. Pledge of Allegiance - Led by Council Member John Kulewicz

3. Consent Agenda

- a. Approve January 22, 2024 City Council Meeting Minutes
- 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

4. Reports/Presentations

- a. Carlie Boos - Affordable Housing Alliance of Central Ohio (AHACO)
- b. Finance Director's Report - 2023 Fourth Quarter

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

- 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 (*Lynch*)
- b. 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 (*Munc*)
- c. Ordinance No. 5-2024 - An ordinance authorizing the City Manager to enter into contract with Elford Inc. for construction of the Kingsdale Parking Garage (*Walter*)

6. Legislative Items for First Reading/Public Hearing

- a. Ordinance No. 6-2024 - An ordinance authorizing the purchase of replacement computers as part of a planned five-year cyclical replacement strategy

- b. Ordinance No. 7-2024 - An ordinance authorizing the purchase of network equipment for the Bob Crane Community Center
- c. Ordinance No. 8-2024 - An ordinance authorizing the purchase of a Traqology system from Baker Vehicle Systems Inc. for athletic fields
- d. Ordinance No. 9-2024 - An ordinance authorizing the City Manager to enter into contract with Cornwell Lawn and Landscaping, LLC and The Clover Landscape LLC for mowing of City parks and other city-owned properties
- e. Ordinance No. 10-2024 - An ordinance amending Personnel Code §155.16 - Miscellaneous Compensation Provisions of the Upper Arlington Code of Ordinances

7. City Manager Update

8. Council Liaison Report

9. Adjournment



January 22, 2024

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 Awakessien Jeter at 7:00 p.m.

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ms. Munc.

CONSENT AGENDA

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

Vice President Close moved, seconded by Ms. Adams, to approve the Consent Agenda.

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

VOTING AYE: Adams, Close, Kulewicz, Lynch, Munc, *Walter, and President Awakessien Jeter

VOTING NAY: None

ABSENT: None

ABSTAIN: Walter (*from approval of December 11, 2023 minutes)

The motion carried.

REPORTS/PRESENTATIONS

a. OhioHealth Comprehensive Women's Health Center Presentation

External Affairs Manager Andrew Hardy, President Rob Cercek, and Vice President Kristina Stuecher from OhioHealth provided an update on the new Women's Health Center (attached hereto and incorporated herein as Exhibit A). OhioHealth will expand healthcare not available in other area hospitals for women related to diabetes care, maternal-fetal medicine, and heart health related to aging. The current women's care on the Riverside Hospital Campus will shift over to the new facility. They are also expanding parking. This is the biggest project in the history of OhioHealth. The proposed opening date will be in 2027.

Mr. Kulewicz asked about expected volume growth. Ms. Stuecher said there will be a net growth of 40 beds on the women's health side, the outpatient visits will also be built for growth. Ms. Cercek stated that traffic patterns on the main roads will not change. Ms. Adams asked about the number of current patient visits. Ms. Stuecher said the birth count will remain the same, but the NICU and high-risk birthing area will expand. Some of these areas do not currently exist, therefore planning is challenging, but they can predict between 50,000-60,000 women's health outpatient visits annually. Mr. Cercek stated that currently, they have near 100,000 outpatient visits annually. President Awakessien Jeter asked if this will impact traffic on SR-315. Mr. Cercek confirmed there will be no changes. Ms. Stuecher stated that a lane was changed during construction, with a COTA bus re-routed to accommodate. A traffic study was completed during the zoning permitting process with the City of Columbus.

b. Bob Crane Community Center Construction Update

The Parks Development and Arts Superintendent Jeff Anderson presented an update on the construction timeline of the Bob Crane Community Center (attached hereto and incorporated herein as Exhibit B). Adam Muth and Mike Fitzpatrick from ECBC and Ashley Senn from Pizzuti Solutions were also present to answer questions. Mr. Anderson stated the construction is on schedule. The topping out ceremony will occur on February 12th. Additional contracts will come back to City Council in May and August of this year for furniture, fixtures, and equipment. To date, we have only used approximately three percent of the construction contingency funds. The following alternates have been added: high-volume/low-

speed fans, wood flooring in the group exercise room, additional basketball hoops, an interactive pool slide, and upgraded HVAC controls. Additionally, they are working on a parking garage in the Kingsdale Shopping Center to house 310 parking spaces. They are also working through the e-sports contract, which will offer games, monitors, 18 gaming stations, and a service contract.

Mr. Anderson stated for all alternatives that were originally considered, some were eliminated for various reasons, and no additional ones are being considered. Mr. Kulewicz asked about the decision for tiling the floor. Mr. Anderson said that decision was tied in with drains and how those worked with concrete and challenges and benefits of tile at the schools. Mr. Anderson said they are currently under budget on the project. The parking deck will add approximately 122 spaces to what is currently there.

Mr. Muth addressed the schedule and stated that they were tracking air handlers, which were secured by Speer Mechanical. Those are currently in the building or in the contractor's warehouse. Regarding weather delays, eight days are written into the contract for January-March. Ms. Senn said the schedule is going well. The budget is tracking well, and completion is slated for January 2025, with a spring opening. Ms. Adams asked about contingency release dates. Mr. Anderson said no contingency dates are set in the contract, but they have been tracking based on alternates. They are tracking several add-on items to see if they are feasible. Related to minority business participation, Mr. Muth said they are tracking and verifying with Pizzuti for checks and balances. They are happy with participation from minority and WBEs so far.

Ms. Munc asked about the percentage of the Giant Eagle lot that will be out of use while the garage is being built. Mr. Anderson said traffic must continue throughout construction. Elford is working on site-logistics plans but is aware that it will be a tight working space. The City Manager stated that it will be disruptive, but necessary for more flexible parking for residents and the best time to do this is now. Mr. Walter asked about the cost-benefit analysis for doing this now rather than waiting. The City Manager said when opened, they expect to have 1,400 visitors daily. When it opens they want to have everything ready, including parking.

Vice President Close asked for confirmation on how long this disruption will last. The City Manager said they are planning for April-October. Mr. Kulewicz asked about communication plans to the community related to parking and construction. The City Manager said they will make a plan when they work out mobilization logistics with the contractor. Mr. Kulewicz would like ample communications to the residents about the parking at the new center. The City Manager said Giant Eagle and Echo brought in their teams to review plans as far as ramp placement. There was collaboration with design, as there is a shared interest. Mr. Walter asked about adding another level in the future; if this design would allow for that. Mr. Anderson said that was not a design consideration but he does not believe it would be an

option. Mr. Close recalled that the height was determined based on the view of the existing commercial area and to keep open visibility. President Awakessien Jeter asked for confirmation of lot-surface parking in the area as overflow. The City Manager confirmed they are considering it and have a location in mind for potential valet parking for large events.

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

Ms. Adams moved, seconded by Vice President Close, to approve Resolution No. 2-2024.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Resolution No. 2-2024.

President Awakessien Jeter then called for a vote on the motion to approve Resolution No. 2-2024.

Voting Aye:	Adams, Close, Kulewicz, Lynch, Munc, Walter, and President Awakessien Jeter
Voting Nay:	None
Absent:	None
Abstain:	None

Motion carried.

a. Ordinance No. 1-2024 - An ordinance authorizing the City Manager to enter into an extended bargaining unit agreement with Teamsters Local No. 284

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

Vice President Close moved, seconded by Ms. Adams, to adopt Ordinance No. 1-2024.

The City Manager stated that the extension will be retroactive and the monthly options will allow negotiations to continue through to July if necessary. If there is no agreement between the parties, this item will come before Council again. If an agreement is made, a new agreement will come before Council for approval.

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

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

The motion carried.

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**

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 2-2024.

The Assistant City Manager stated this contract will provide a cost savings by being locked in at the lower rates. We can terminate with 30 days' notice.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for January 29, 2024.

- 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**

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 3-2024.

Ms. Adams asked about selection; what made them the most preferred. Mr. Anderson said it was a qualifications-based RFP process and they offered the best and most affordable solution for our needs. Ms. Adams asked if there are grants for e-sports and if we partnered with the schools. Mr. Anderson said the schools are getting their e-sports up and running, but the community center will offer casual play rather than being geared towards scholarship and career opportunities. Mr. Lynch said 20 Ohio colleges have e-sports included in their athletics and this is a growing trend. Ms. Awakessien Jeter asked if there is a benchmark for what community centers need. Mr. Anderson said they visited other centers to see how they were modeling their systems and the City of Dublin was a great resource. They have done research on team building and engagement in other areas. Ms. Awakessien Jeter asked how they revamp when and if it becomes outdated. Mr.

Anderson said there is an annual renewal. The setup will be similar to a computer lab. The space will also be used for senior computer training, so the area will be set up to accommodate more than e-sports.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for January 29, 2024

c. Ordinance No. 4-2024 - An ordinance authorizing the City Manager to enter into contract Baker Vehicle Systems Inc. for the purchase of an infield equipment vehicle

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 4-2024.

Mr. Kulewicz asked if they have sought feedback from references. The Parks and Forestry Superintendent stated they have received references and a staff specialist worked with this product at Berliner Park, with positive feedback. Ms. Adams asked if there were other ways to determine if the vendor is the only sole source option. Ms. Simmons said they looked at another piece of equipment, but it is new and does not have all the features that the ABI has. This vendor has good experience with maintenance and service.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for January 29, 2024

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

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 5-2024.

Mr. Anderson addressed the appearance and said the black & white plan was just to inform of site location. Vice President Close asked where the dumpsters will be located. Mr. Anderson said they will be incorporated into the parking garage. President Awakessien Jeter asked about plan B if this is not completed in November. The City Manager said the hard deadline is end of March 2025. From an operational perspective, there is some room for schedule changes, but due to commercial use, they would like to complete this before Thanksgiving. Staff believe this is realistic. President Awakessien Jeter asked about lighting in the parking lot. Mr. Anderson said there will be cut-offs for spillover lighting and they are looking into the issue.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for January 29, 2024

ITEMS FROM THE DIVISION OF LIQUOR CONTROL

a. Economic Development Transfer Form (TREX) La Loma 3051 Northwest Blvd.

Vice President Close moved, seconded by Ms. Adams, to approve the TREX form.

President Awakessien Jeter then called for a vote to approve the TREX form.

VOTING AYE: Adams, Close, Kulewicz, Lynch, Munc, Walter, and President Awakessien Jeter

VOTING NAY: None

ABSENT: None

ABSTAIN: None

The motion carried.

CITY MANAGER UPDATE

The City Manager provided the following update:

- There will be a City Council Retreat in February, which will help Council focus on the future.

EXECUTIVE SESSION

Ms. Adams moved, seconded by Vice President Close to go into Executive Session pursuant to O.R.C. Section 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

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

Motion carried and Council went into Executive Session at 8:20 p.m., held in the Lower Level Conference Room.

* * *

There being no further business to come before City Council Vice President Close moved, seconded, by Mr. Lynch 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 9:24 p.m.

President of Council

ATTEST: _____
City Clerk

OhioHealth Women's Center

Upper Arlington City Council

Rob Cercek | President, OhioHealth Riverside Methodist Hospital

Kristina Stuecher | Vice President, OhioHealth Women's Center

Jason Melillo, MD | Vice President, OhioHealth Women's and Reproductive Health Service Line

January 22, 2024



Reimagining Care For All Women Across Their Lifespan

Primary Objectives:

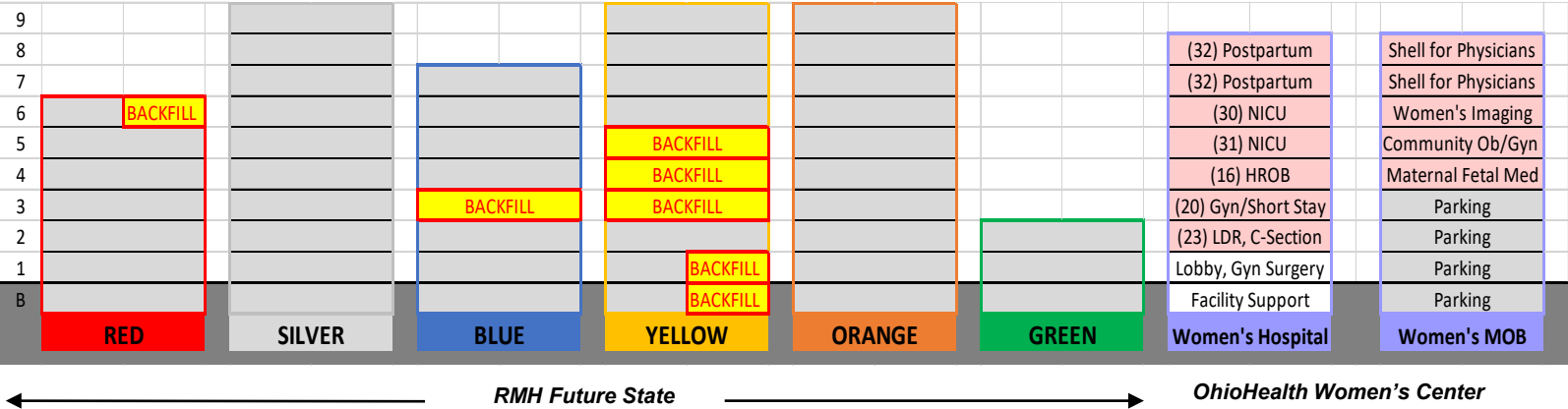
1. Decant lower acuity services from Riverside to enable growth
2. Create a destination center to bring the full continuum of care, serve all women in our community and elevate their experience



Riverside Campus Post Women's Center

Addresses constraints from aging and outdated infrastructure

- Current state is fragmented
- Allows for consolidation of Women's Health services in one location
- Creates capacity at Riverside
- Increased privatization



OhioHealth Women's Center

Creation of a true destination for women



Cardio-
Obstetrics and
Women's Heart
Health Program



Expanded High
Risk OB and
Fetal
Diagnostics



Bone Health and
Midlife Clinic



Primary Care

Pediatric and
Adolescent
Medicine



4th Trimester
Clinic: Behavioral
Health, Lactation
Medicine



Comprehensive
Women's
Diabetes Care

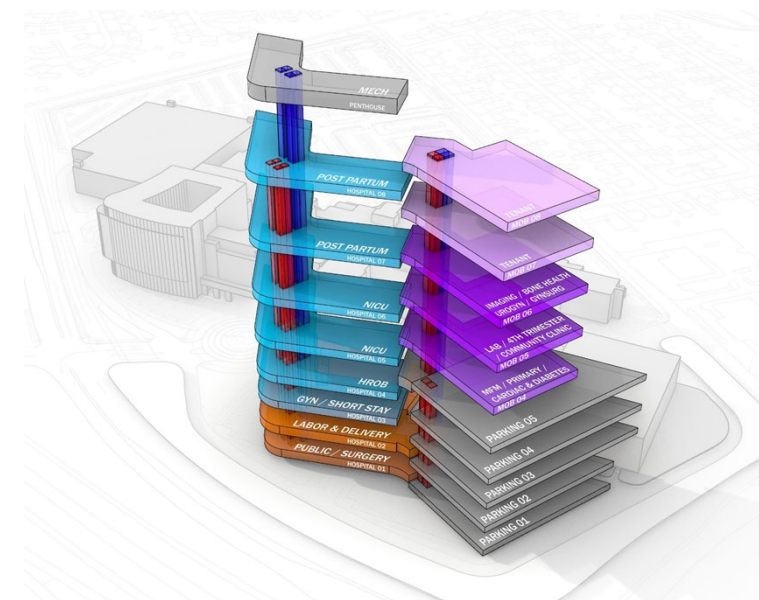


Minimally Invasive
Gyn Surgery,
Urogynecology and
Pelvic Medicine



Expanded
Community
Ob/Gyn Clinic

Hospital and Medical Office Building



Inpatient		
Level	Unit/Service	Room Count
Lower Level	Kitchen SPD	
Level 1	Café Meditation Coffee Boutique Lactation Center Education Center Teaching Kitchen Surgery	4
Level 2	Labor & Delivery OB ED	23 12
Level 3	Gynecology Surgical Short Stay	10 10
Level 4	High Risk Obstetrics (HROB)	18
Level 5	Neonatal Intensive Care Unit (NICU) Ronald McDonald Family Room	31
Level 6	NICU	31
Level 7	Postpartum	32
Level 8	Postpartum	32

Medical Office Building	
Level	Program
Level 4	Maternal Fetal Medicine Cardio-Obstetrics & Heart Health Comprehensive Diabetes OB/GYN Primary Care & Wellness
Level 5	Outpatient Lab 4 th Trimester Community OB/GYN
Level 6	Imaging Screening Mammography & DEXA Midlife & Bone Health Urogynecology Minimally Invasive Gyn Surgery
Level 7 & 8	Coming Soon

Project Timeline



CY 2024

- Excavation
- Structure Build



CY 2025

- Structure Complete
- Associate Garage Complete



CY 2026

- Building Enclosed
- Interior Fit Out



CY 2027

- OhioHealth Women's Center!





BOB CRANE
COMMUNITY CENTER
Construction Update





Upcoming Schedule

Top Out.....	February 12 th
Pool Excavation.....	April 2024
Building “Dried-In”.....	Mid April 2024
Interior Finishes Begin.....	Mid May 2024
FF&E Contracts to Council.....	Late May 2024
Exterior Complete.....	Late August 2024
Center Opens.....	Spring/Summer ‘25



Contingency Funds

Project Completion.....37.40%

Owner Contingency Used.....16.75%

Construction Contingency Used.....3.45%



Alternates – Accepted with GMP

- Wood Flooring in Group Exercise Room
- Additional Basketball Hoops in Main Gym
- Divider Curtain in MAC Gym
- Finish Facility Admin Suite
- Fire Rated Glass at Main Stairs
- Interactive Pool Slide



Alternates – Added with Owner Contingency Funds

- High Volume Low Speed Fans
- Tile All Walls in Group Restrooms
- Upgraded HVAC Controls



Anticipated Allowance Use

- Weather Conditions – 68%
- Roofing Material Escalation – 0%
- Floor Leveling at Basketball Courts – 77%
- Signage and Graphics – 60%
- Multi-Purpose Room Light Fixture – 70%
- Transformer Enclosure Bollards – 0%



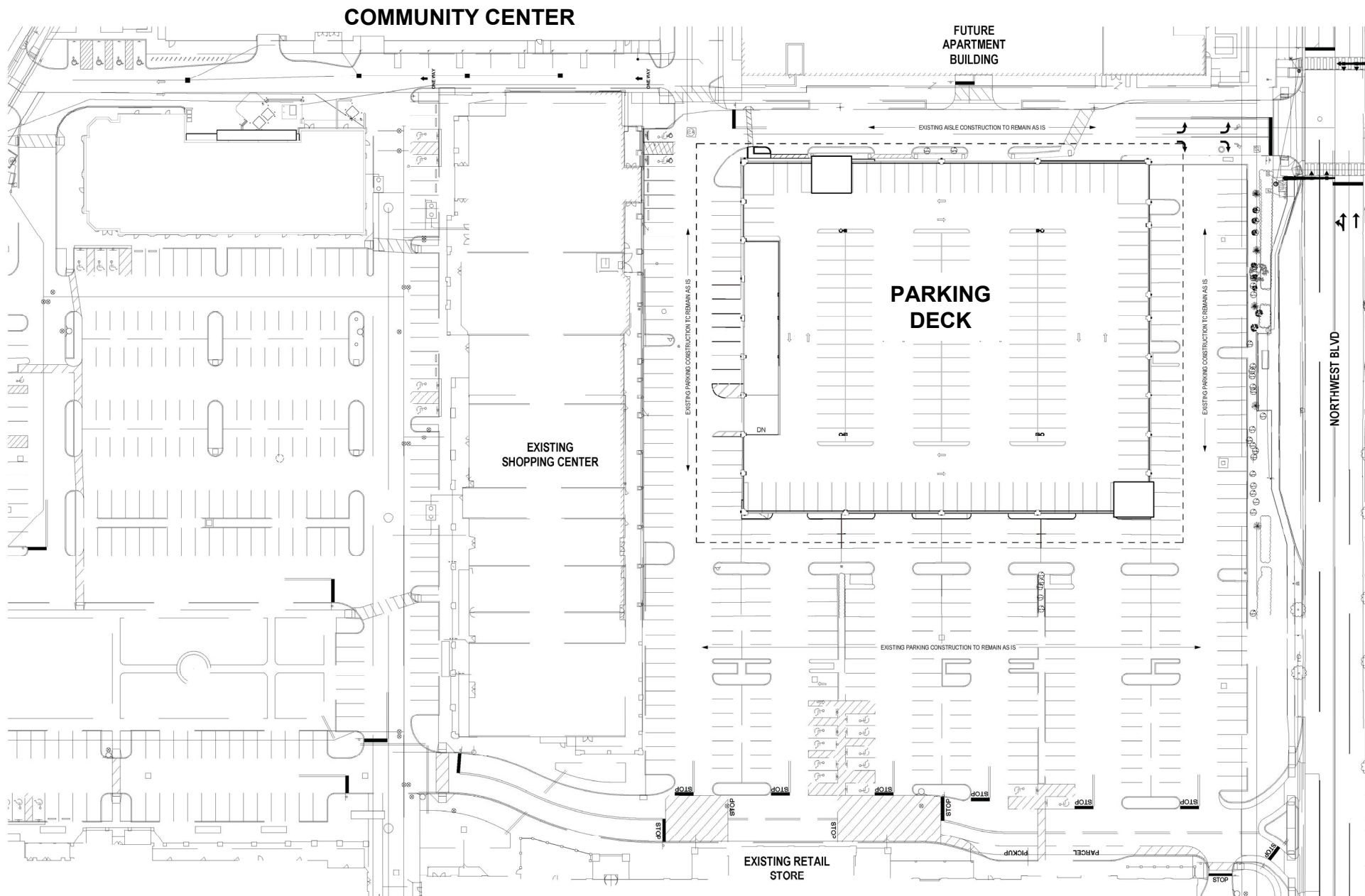
Current Ordinances

- Kingsdale Parking Garage
- E-Sports Support Services

Upcoming Ordinances

- Parking Garage Construction Inspection
- Café Operator
- Furniture, Fixtures and Equipment

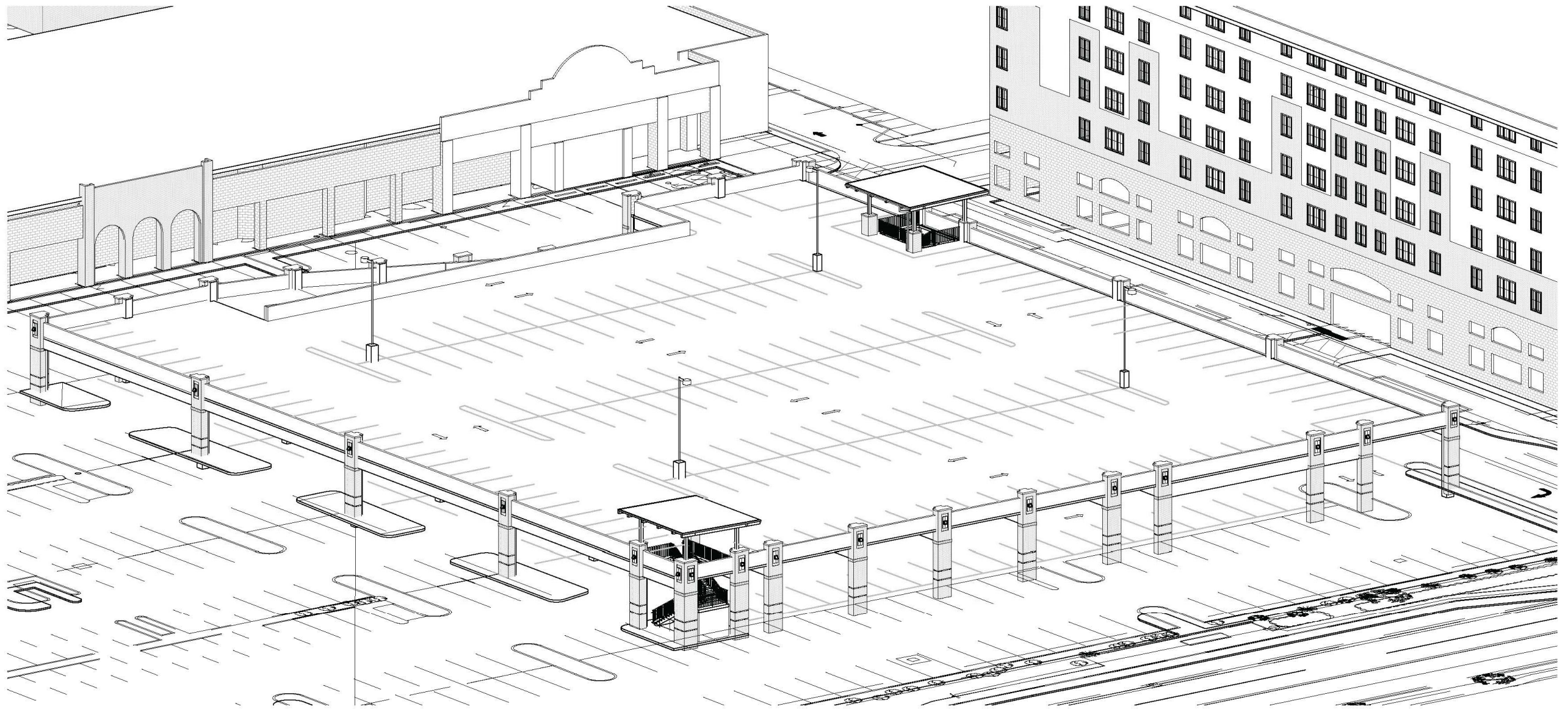




Kingsdale Parking Deck

- 310 space parking garage
- Construction April 1 to November 17
- Over 900 spaces provided in the Kingsdale Mixed Use Project







E-Sports Support Services

ggLeap – cloud based e-sports operating system

ggRock – diskless boot software

ggCircuit Managed Services –updates, new game additions, technical support

Equipment – PC Hardware, Diskless Boot Server Hardware, Monitors, Peripherals (mouse, keyboard and headset), Desks and Chairs



FLOOR 1

CAFE



LG-02



T-13



T-03



CH-04



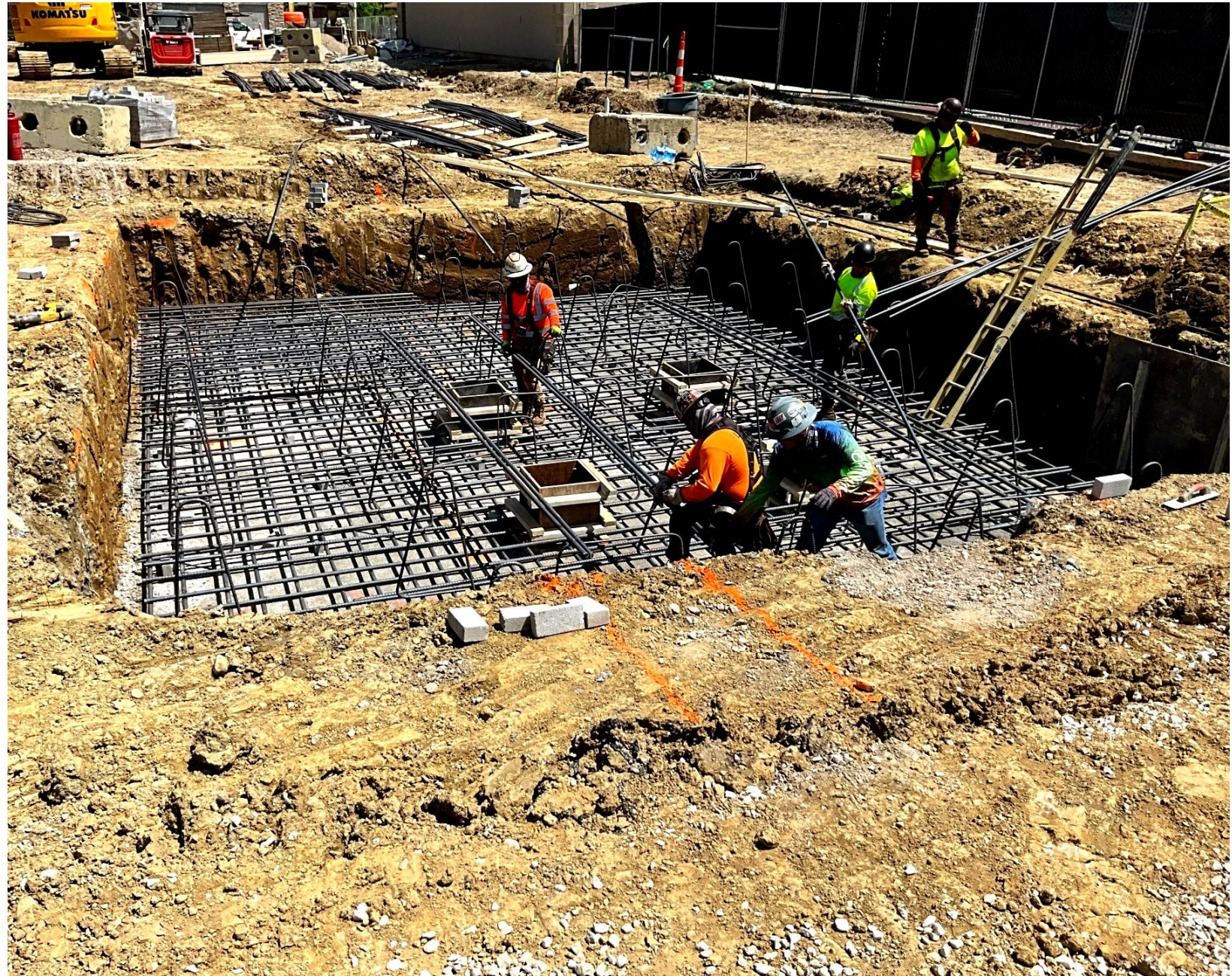
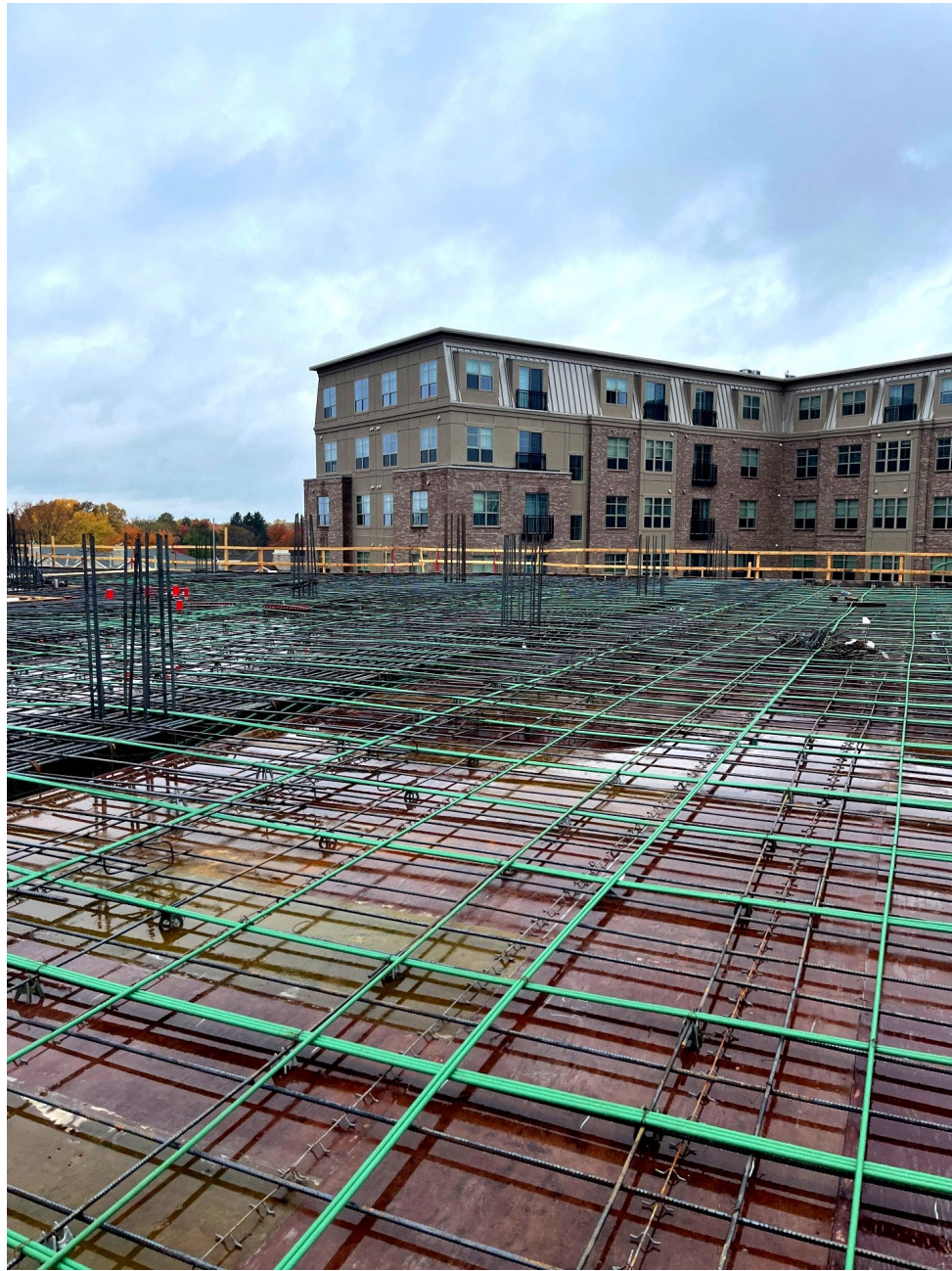
LG-03



BS-01

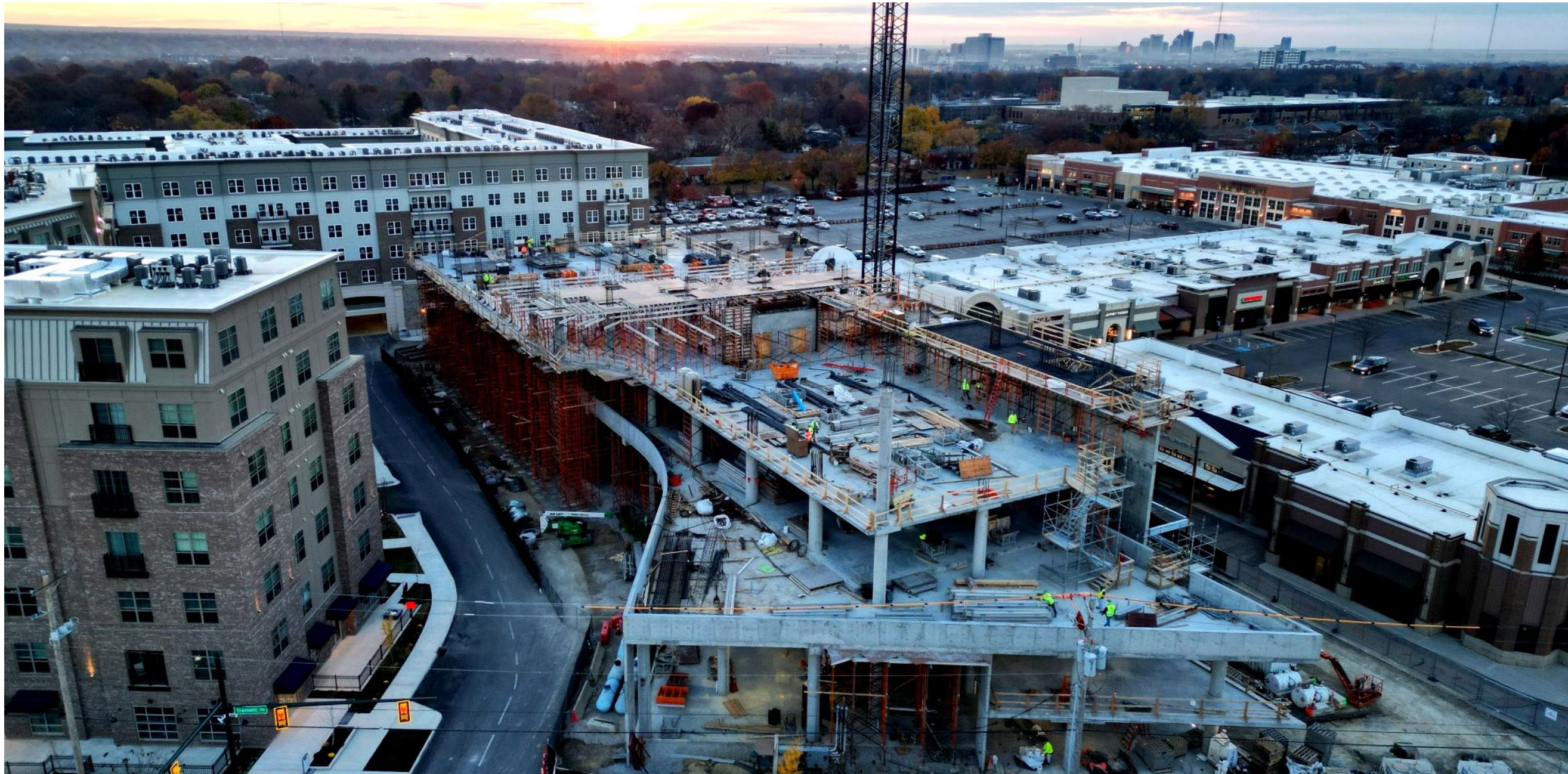
Furniture, Fixtures and Equipment













MSA / SPORT Perkins&Will



Authors:	Debbie McLaughlin, Parks & Recreation Director Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	January 29, 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:	Brent Lewis, Finance Department Director Jonathan Lindow, Assistant Finance Director
Council Meeting Date:	January 29, 2024
Subject/Legislative Item:	Finance Director's Report - 2023 Fourth Quarter
Purpose:	To keep the City Council informed about the City's financial status and assist them with the monitoring of the 2023 budget.
Executive Summary:	As required by City Councils' adopted financial accounting and reporting policies, the Finance Director is presenting the 2023 Fourth Quarter Finance Director's Report for Council Review. No legislative action is required.

Purpose and Impact

*** Reminder: The accompanying financial report is prepared using the "budgetary method". This means revenues equal amounts actually collected and expenditures equal amounts actually spent plus amounts that have been committed (encumbered) to date. ***

General Fund Overview

The City's General Fund ended the fourth quarter of 2023 at \$34.8 million, which was \$7.1 million better than projections and \$3.7 million greater than the January 1st beginning balance. As you are aware, policy requires the City to maintain a reserve of 30% of the current year's General Fund operating budget. The \$34.8 million fund balance, *was \$21.4 million greater than* the required reserve of \$13.4 million as of December 31, 2023.

There are multiple factors as to why there was such a large increase to the fund balance during the year.

- On the **revenue** side, the actual amounts came in about \$3.2 million greater than originally expected. The most significant amendments to the original revenue estimate came at mid-year and accounted for the better than estimated income tax collections and investment earnings (discussed further below). The Other Operating Revenue line items exceeded estimates as a whole by approximately 22%. This positive variance was mainly due to better than expected investment earnings, licenses & permits revenues (Community Development Department), as well as miscellaneous revenues and reimbursements/recoveries. Please refer to the table below for more information on the *Other Operating Revenue* line items.

The Finance Department continues to work closely with our investment consultant (Meeder



Investment Advisors) to develop the best investment strategy. Since the beginning of 2022, the City has experienced increased interest rates on its investment returns as compared to previous fiscal years. The continued Federal Reserve rate increases throughout the year has helped boost our returns. For example, the Star Ohio investment pool annualized rate at the end of December 2021 was .09%, grew to 4.19% by the end of 2022, and finished 2023 at 5.58%.

	Original	Amended	Projected		Dollar	Percentage
	Budget	Budget	To Date	Actual	Variance	Variance
<u>Revenues and Other Sources</u>						
All Other Operating Revenues	7,996,700	9,178,752	9,178,752	11,205,243	2,026,491	22.08%
Estate Tax	-	-	-	7	7	0.00%
Local Government Fund	1,397,200	1,397,200	1,397,200	1,360,139	(37,061)	-2.65%
Homestead & Rollbacks	1,077,000	1,059,052	1,059,052	1,065,495	6,443	0.61%
Licenses and Permits	1,500,000	1,700,000	1,700,000	2,135,965	435,965	25.65%
Charges for Services	1,730,500	1,730,500	1,730,500	1,657,678	(72,822)	-4.21%
Fines, Costs & Forfeitures	200,000	200,000	200,000	186,399	(13,601)	-6.80%
Investment Earnings	657,000	1,657,000	1,657,000	2,954,806	1,297,806	78.32%
Cable TV Franchise Fees	500,000	500,000	500,000	440,618	(59,382)	-11.88%
Miscellaneous Revenues	533,000	533,000	533,000	922,077	389,077	73.00%
Reimbursements/Recoveries	350,000	350,000	350,000	444,179	94,179	26.91%
<u>IntraCity Reimbursements:</u>						
Tax Incentive Review Fund	5,000	5,000	5,000	5,000	-	0.00%
Water Surcharge Fund-parts & fuel	12,000	12,000	12,000	9,109	(2,891)	-24.09%
Sanitary Sewer Fund-parts & fuel	20,000	20,000	20,000	12,888	(7,112)	-35.56%
Stormwater Management Fund-parts & fuel	15,000	15,000	15,000	10,883	(4,117)	-27.45%

- On the **expenditure** side, the actual expenditures in the General Fund were \$3.6 million less than the final budgeted amounts. This variance can be further broken down into \$1.9 million for payroll and benefits and \$1.7 million for non-payroll related items. This under spending can be attributed to many reasons including, employee transitions in and out of the City, delays or changes in purchases/projects, and the City's practice of conservative budgeting.

Income Tax Overview

The income tax revenues in the fourth quarter of 2023 were represented mainly by collections during September 2023 through November 2023 and distributed to the City from October 2023 through December 2023. Income tax receipts grew from \$33.7 million in the third quarter to \$44.8 million in the fourth quarter. The year-end total finished 5.31% greater than our amended projections, 7.8% greater than our original projections, and 8.97% greater than our 2022 total. Of the three categories, the employee withholdings and individual payments finished the year above prior year totals and amended projections, while business net profits finished lower than both prior year and projections.

The withholding category saw the biggest percentage of growth from the prior year (10%). A slight growth in the withholding portion of the tax was expected in 2023 as businesses and



work locations throughout the City continued to maintain and grow due to economic development. The growth in tax revenues from employee withholdings continues to be a good indicator of how our businesses are doing within our community, and is reflective of the diversity of our tax base and the City's efforts in economic development and retention. The decrease in business net profits is an area that continues to have the most variance and is not easily predictable. However, with the decrease this year, the amount of business net profits was the City's second highest ever and only 3.5% lower than the previous year's record high.

Income tax receipts are allocated between the General Fund and Capital Asset Management Fund. Through the fourth quarter, the City deposited \$32.3 million of income tax receipts into the General Fund and \$12.6 million into the Capital Asset Management Fund. These amounts represent increases of approximately 9% as compared to the prior year.

Other Funds and Notes

- The City's two main Capital Improvement Funds (Bonded Improvement and Infrastructure) ended the year better than anticipated. The City is continuously analyzing its CIP activity throughout each budget year. Multiple factors contributed to the increase in these funds during the year including: delay of some current project expenditures, new bond proceeds, better than estimated investment returns, donations, General Fund advance, and grant reimbursements. The year-end balances of these funds exceeded budgeted projections by more than \$7.5 million.
- At year-end, the overall cash position grew by \$52.3 million during the year to \$190.1 million. This increase is mainly the result of the bond proceeds being issued and held for Bob Crane Community Center and leasable office construction.
- In December, the City closed on its recent bond issuance of \$11.67 million with an all-in true interest cost of 5.01%. These proceeds will go towards funding the construction of the leasable office space portion within the Bob Crane Community Center.
- In October, members of the Finance, City Manager, and Human Resources Departments joined OhioMBE at Huntington Park to honor the exceptional businesses and individuals that make significant impacts to Ohio's business diversity.
- The first half 2024 semi-annual utility bill is expected be mailed to property owners on January 31st. The due date for payment is expected to be March 1st.
- The Franklin County Treasurers Office has mailed out all 1st half 2023 property tax bills to property owners. The due date for this payment with Franklin County is January 31st.
- The 2023 municipal tax filing deadline will be Monday, April 15th. All residents of Upper Arlington must file an annual municipal income tax return with our tax agency, the Regional Income Tax Agency (RITA). Certain exemptions to individual filing requirements may apply.

History

N/A

Alternatives



N/A

Attachments

1. DEC 2023 Finance Director Report



**Monthly Financial Report
As of December 2023**

General Fund (101)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Income Tax	\$ 29,929,600	\$ 30,929,600	\$ 30,929,600	\$ 32,277,263	\$ 1,347,663	4.36%
Real & Personal Property Tax	8,102,500	8,028,599	8,028,599	8,057,063	28,464	0.35%
All Other Operating Revenues	7,996,700	9,178,752	9,178,752	11,205,243	2,026,491	22.08%
Transfers/Advances In	3,012,000	3,112,000	3,112,000	2,936,290	(175,710)	-5.65%
Total Revenues and Other Sources	49,040,800	51,248,951	51,248,951	54,475,859	3,226,908	6.30%
Obligations:						
Police Division	11,200,900	11,200,900	11,200,900	10,511,660	689,240	6.15%
Fire Division	10,196,300	10,610,300	10,610,300	10,067,351	542,949	5.12%
Board of Health	380,000	380,000	380,000	366,018	13,982	3.68%
Parks and Recreation	5,140,400	5,167,900	5,167,900	4,874,304	293,596	5.68%
Community Development	1,448,800	1,778,800	1,778,800	1,685,020	93,780	5.27%
Public Service Administration	1,385,000	1,385,000	1,385,000	1,264,521	120,479	8.70%
Public Works	1,375,300	1,341,300	1,341,300	1,267,433	73,867	5.51%
City Manager	1,733,600	1,743,600	1,743,600	1,552,495	191,105	10.96%
City Attorney	898,200	898,200	898,200	695,201	202,999	22.60%
City Clerk	293,000	293,000	293,000	236,856	56,144	19.16%
City Council	140,800	140,800	140,800	130,785	10,015	7.11%
Finance	1,526,700	1,565,200	1,565,200	1,390,497	174,703	11.16%
Facilities Maintenance	3,198,600	3,198,600	3,198,600	2,494,286	704,314	22.02%
Information Technology	1,825,900	1,825,900	1,825,900	1,646,070	179,830	9.85%
General Administration	3,247,600	3,247,600	3,247,600	3,000,324	247,276	7.61%
Transfers/Advances Out	6,830,900	9,830,900	9,830,900	9,786,502	44,398	0.00%
Total Obligations	50,822,000	54,608,000	54,608,000	50,969,323	3,638,677	6.66%
Excess of Revenue and Other Sources over Obligations:	(1,781,200)	(3,359,049)	(3,359,049)	3,506,536		
Total Beginning Fund Balance	31,089,824	31,089,824	31,089,824	31,089,824		
Prior Year Lapsed Encumbrances	-	-	-	196,187		
Total Ending Fund Balance	\$ 29,308,624	\$ 27,730,775	\$ 27,730,775	\$ 34,792,547	\$ 7,061,772	25.47%
Ending Fund Balance-Restricted	13,197,330	13,433,130	13,433,130	13,433,130	-	0.00%
Ending Fund Balance-Unrestricted	16,111,294	14,297,645	14,297,645	21,359,417	7,061,772	49.39%

Capital Asset Management Fund (102)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Income Tax	\$ 11,639,300	\$ 11,639,300	\$ 11,639,300	\$ 12,551,618	\$ 912,318	7.84%
Total Revenues and Other Sources	11,639,300	11,639,300	11,639,300	12,551,618	912,318	7.84%
Obligations						
Transfers/Advances Out	9,690,600	9,690,600	9,690,600	9,690,563	37	0.00%
Total Obligations	9,690,600	9,690,600	9,690,600	9,690,563	37	0.00%
Excess of Revenue and Other Sources over Obligations:	1,948,700	1,948,700	1,948,700	2,861,055		
Beginning Fund Balance	17,507,062	17,507,062	17,507,062	17,507,062		
Ending Fund Balance	\$ 19,455,762	\$ 19,455,762	\$ 19,455,762	\$ 20,368,117	\$ 912,355	4.69%

Capital Equipment Fund (106)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Real & Personal Property Tax	\$ 1,038,239	\$ 1,028,764	\$ 1,028,764	\$ 1,025,176	\$ (3,588)	-0.35%
Homestead & Rollbacks	139,120	136,819	136,819	136,602	(217)	-0.16%
Transfers In	240,000	240,000	240,000	240,000	-	0.00%
Total Revenues and Other Sources	1,417,359	1,405,583	1,405,583	1,401,778	(3,805)	-0.27%
Obligations						
Capital Equipment	1,951,500	2,077,000	2,077,000	1,682,359	394,641	19.00%
Total Obligations	1,951,500	2,077,000	2,077,000	1,682,359	394,641	19.00%
Excess of Revenue and Other Sources over Obligations:	(534,141)	(671,417)	(671,417)	(280,581)		
Beginning Fund Balance	1,147,785	1,147,785	1,147,785	1,147,785		
Prior Year Lapsed Encumbrances	-	-	-	657		
Ending Fund Balance	\$ 613,644	\$ 476,368	\$ 476,368	\$ 867,861	\$ 391,493	82.18%

**Monthly Financial Report
As of December 2023**

Street Maintenance and Repair Fund (207)

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected To Date</u>	<u>Actual</u>	<u>Dollar Variance</u>	<u>Percentage Variance</u>
Revenues and Other Sources						
Gasoline Taxes	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,819,440	\$ 19,440	1.08%
Motor Vehicle License Taxes	450,000	450,000	450,000	462,059	12,059	2.68%
All Other Operating Revenues	18,000	18,000	18,000	59,363	41,363	229.79%
Total Revenues and Other Sources	2,268,000	2,268,000	2,268,000	2,340,862	72,862	3.21%
Obligations						
Public Service Administration	947,200	947,200	947,200	829,510	117,690	12.43%
Public Works	1,408,600	1,408,600	1,408,600	1,276,772	131,828	9.36%
Total Obligations	2,355,800	2,355,800	2,355,800	2,106,282	249,518	10.59%
Excess of Revenue and Other Sources over Obligations:	(87,800)	(87,800)	(87,800)	234,580		
Beginning Fund Balance	1,341,184	1,341,184	1,341,184	1,341,184		
Prior Year Lapsed Encumbrances	-	-	-	78,308		
Ending Fund Balance	\$ 1,253,384	\$ 1,253,384	\$ 1,253,384	\$ 1,654,072	\$ 400,688	31.97%

Bonded Improvement Fund (402)

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected To Date</u>	<u>Actual</u>	<u>Dollar Variance</u>	<u>Percentage Variance</u>
Revenues and Other Sources						
Sale of Bonds and Notes	\$ 65,000,000	\$ 65,000,000	\$ 65,000,000	\$ 63,257,434	\$ (1,742,566)	-2.68%
All Other Operating Revenues	75,000	75,000	75,000	2,458,341	2,383,341	3177.79%
Total Revenues and Other Sources	65,075,000	65,075,000	65,075,000	65,715,775	640,775	0.98%
Obligations						
Capital Improvements - CIP	7,460,400	7,460,400	7,460,400	7,421,255	39,145	0.52%
Capital Improvements - Community Center/Office	62,800,000	62,800,000	62,800,000	61,300,339	1,499,661	2.39%
Debt Issuance Costs	2,191,200	2,191,200	2,191,200	1,248,434	942,766	43.03%
Total Obligations	72,451,600	72,451,600	72,451,600	69,970,028	2,481,572	3.43%
Excess of Revenue and Other Sources over Obligations:	(7,376,600)	(7,376,600)	(7,376,600)	(4,254,253)		
Beginning Fund Balance	22,042,846	22,042,846	22,042,846	22,042,846		
Prior Year Lapsed Encumbrances	-	-	-	453,253		
Ending Fund Balance	\$ 14,666,246	\$ 14,666,246	\$ 14,666,246	\$ 18,241,846	\$ 3,575,600	24.38%

Infrastructure Improvement Fund (404)

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Projected To Date</u>	<u>Actual</u>	<u>Dollar Variance</u>	<u>Percentage Variance</u>
Revenues and Other Sources						
All Other Operating Revenues	\$ 7,797,300	\$ 9,797,300	\$ 9,797,300	\$ 11,706,024	\$ 1,908,724	19.48%
Transfers In	7,582,500	7,582,500	7,582,500	7,582,500	-	0.00%
Advances In	-	3,000,000	3,000,000	3,000,000	-	0.00%
Total Revenues and Other Sources	15,379,800	20,379,800	20,379,800	22,288,524	1,908,724	9.37%
Obligations						
Finance	-	1,000	1,000	370	630	63.00%
Capital Improvements - CIP	8,193,700	8,211,454	8,211,454	7,328,768	882,686	10.75%
Capital Improvements - Community Center/Office	7,814,900	11,186,800	11,186,800	10,687,481	499,319	4.46%
Total Obligations	16,008,600	19,399,254	19,399,254	18,016,619	1,382,635	7.13%
Excess of Revenue and Other Sources over Obligations:	(628,800)	980,546	980,546	4,271,905		
Beginning Fund Balance	6,758,972	6,758,972	6,758,972	6,758,972		
Prior Year Lapsed Encumbrances	-	-	-	570,898		
Ending Fund Balance	\$ 6,130,172	\$ 7,739,518	\$ 7,739,518	\$ 11,601,775	\$ 3,862,257	49.90%

**Monthly Financial Report
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Solid Waste Management Fund (710)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<u>Revenues and Other Sources</u>						
Charges for Services	\$ 3,800,000	\$ 3,850,000	\$ 3,850,000	\$ 3,895,405	\$ 45,405	1.18%
All Other Operating Revenues	67,000	87,000	87,000	84,380	(2,620)	-3.01%
Total Revenues and other sources	3,867,000	3,937,000	3,937,000	3,979,785	42,785	1.09%
<u>Obligations</u>						
Public Works	3,605,600	3,778,100	3,778,100	3,744,632	33,468	0.89%
Total Obligations	3,605,600	3,778,100	3,778,100	3,744,632	33,468	0.89%
Excess of Revenue and Other Sources over Obligations:	261,400	158,900	158,900	235,153		
Beginning Fund Balance	1,182,301	1,182,301	1,182,301	1,182,301		
Lapsed encumbrances	-	-	-	32,263		
Ending Fund Balance	\$ 1,443,701	\$ 1,341,201	\$ 1,341,201	\$ 1,449,717	\$ 108,516	8.09%

Water Surcharge Fund (720)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<u>Revenues and Other Sources</u>						
Charges for Services	\$ 764,000	\$ 784,000	\$ 784,000	\$ 839,091	\$ 55,091	7.03%
Total Revenues and other sources	764,000	784,000	784,000	839,091	55,091	7.03%
<u>Obligations</u>						
Public Works	400,600	450,600	450,600	390,027	60,573	13.44%
Capital Improvements	500,000	500,000	500,000	367,494	132,506	26.50%
Capital Equipment	80,000	80,000	80,000	78,495	1,505	1.88%
Finance (Debt Service on Issue 2 Loans)	9,400	9,500	9,500	9,435	65	0.68%
Transfers Out (including intra-city services)	99,900	99,900	99,900	97,007	2,893	2.90%
Total Obligations	1,089,900	1,140,000	1,140,000	942,458	197,542	17.33%
Excess of Revenue and Other Sources over Obligations:	(325,900)	(356,000)	(356,000)	(103,367)		
Beginning Fund Balance (**)	1,654,426	1,654,426	1,654,426	1,654,426	-	
Prior Year Lapsed Encumbrances	-	-	-	220,054		
Ending Fund Balance	\$ 1,328,526	\$ 1,298,426	\$ 1,298,426	\$ 1,771,113	\$ 472,687	36.40%

**Monthly Financial Report
As of December 2023**

Sanitary Sewer Surcharge Fund (730)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	\$ 1,163,000	\$ 1,163,000	\$ 1,163,000	\$ 1,306,543	\$ 143,543	12.34%
All Other Operating Revenues	1,500	6,500	6,500	7,069	569	8.75%
Total Revenue	1,164,500	1,169,500	1,169,500	1,313,612	144,112	12.32%
Obligations						
Public Works	915,600	904,600	904,600	662,823	241,777	26.73%
Capital Improvements	215,000	251,000	251,000	36,000	215,000	85.66%
Transfers Out (including intra-city services)	27,600	27,600	27,600	20,399	7,201	26.09%
Total Obligations	1,158,200	1,183,200	1,183,200	719,222	463,978	39.21%
Excess of Revenue and Other Sources over Obligations:	6,300	(13,700)	(13,700)	594,390		
Beginning Fund Balance (**)	2,357,793	2,357,793	2,357,793	2,357,793		
Prior Year Lapsed Encumbrances	-	-	-	24,299		
Ending Fund Balance	\$ 2,364,093	\$ 2,344,093	\$ 2,344,093	\$ 2,976,482	\$ 632,389	26.98%

Stormwater Management Fund (740)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	\$ 753,000	\$ 753,000	\$ 753,000	\$ 757,165	\$ 4,165	0.55%
Investment Earnings	25,000	50,000	50,000	84,206	34,206	68.41%
Miscellaneous income	-	-	-	2,723	2,723	0.00%
Total Revenues and other sources	778,000	803,000	803,000	844,094	41,094	5.12%
Obligations						
Public Works	707,600	726,600	726,600	597,883	128,717	17.71%
Transfers Out (including intra-city services)	77,700	77,700	77,700	73,505	4,195	5.40%
Total Obligations	785,300	804,300	804,300	671,388	132,912	16.53%
Excess of Revenue and Other Sources over Obligations:	(7,300)	(1,300)	(1,300)	172,706		
Beginning Fund Balance (**)	2,364,084	2,364,084	2,364,084	2,364,084		
Prior Year Lapsed Encumbrances	-	-	-	28,847		
Ending Fund Balance	\$ 2,356,784	\$ 2,362,784	\$ 2,362,784	\$ 2,565,637	\$ 202,853	8.59%

Swimming Pool Fund (750)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	\$ 925,000	\$ 970,000	\$ 970,000	\$ 975,731	\$ 5,731	0.59%
Total Revenues and other sources	925,000	970,000	970,000	975,731	5,731	0.59%
Obligations						
Parks and Recreation	945,000	1,043,000	1,043,000	975,085	67,915	6.51%
Total Obligations	945,000	1,043,000	1,043,000	975,085	67,915	6.51%
Excess of Revenue and Other Sources over Obligations:	(20,000)	(73,000)	(73,000)	646		
Beginning Fund Balance	337,104	337,104	337,104	337,104		
Prior Year Lapsed Encumbrances	-	-	-	6,337		
Ending Fund Balance	\$ 317,104	\$ 264,104	\$ 264,104	\$ 344,087	\$ 79,983	30.28%

**Monthly Financial Report
As of December 2023**

Statement of Receipts and Disbursements (cash basis rounding)

Fund	Beginning Balance	Year to Date & Transfer In	Year to Date & Transfer Out	Ending Balance	Percentage Change
General	\$ 33,871,795	\$ 54,475,859	\$ 51,261,991	\$ 37,085,663	9.5%
Capital Asset Management	17,507,062	12,551,618	9,690,563	20,368,117	16.3%
Police Pension	1,044,679	697,067	574,246	1,167,500	11.8%
Fire Pension	1,044,679	697,067	574,246	1,167,500	11.8%
Self Insurance	909,527	122,223	28,149	1,003,601	10.3%
Capital Equipment	1,940,490	1,401,778	1,212,709	2,129,559	9.7%
Police & Fire Pension	1,804,420	1,470,470	1,538,799	1,736,091	-3.8%
Technology Fund	472,618	206,641	149,154	530,105	12.2%
Tax Incentive Review Fund	6,270	-	5,000	1,270	-79.7%
Street Maintenance and Repair Fund	1,590,188	2,340,862	2,135,203	1,795,847	12.9%
EMS Billing Fund	394,577	887,903	580,861	701,619	77.8%
Law Enforcement	524,191	159,455	230,483	453,163	-13.6%
Tree Planting Fund	105,121	25,590	81,071	49,640	-52.8%
Enforcement Education	20,690	465	306	20,849	0.8%
Mayor's Court Computer	33,150	6,860	-	40,010	20.7%
Mayor's Court Special Project	142,529	22,923	8,661	156,791	10.0%
Lifelong Learning and Leisure	-	-	-	-	0.0%
FEMA Fund	-	-	-	-	0.0%
Local Coronavirus Relief Fund	-	-	-	-	0.0%
Local Fiscal Recovery Fund	3,362,200	-	911,972	2,450,228	-27.1%
OneOhio Opioid Fund	10,358	46,461	3,313	53,506	100.0%
Economic Development	1,733,085	250,000	122,934	1,860,151	7.3%
Arlington Centre TIF Fund	115,863	26,686	255	142,294	22.8%
Tremont Road TIF Fund	14,942	37,835	37,362	15,415	3.2%
Lane Avenue Mixed Use TIF Fund	626,752	842,919	831,670	638,001	1.8%
Lane Avenue TIF Fund	252,574	194,201	2,899	443,876	75.7%
Arlington Crossing TIF Fund	1,214,250	147,684	2,835	1,359,099	11.9%
Horizon TIF Fund	923,722	412,022	4,276	1,331,468	44.1%
Kingsdale West TIF Fund	387,239	53,191	510	439,920	13.6%
Kingsdale CORE TIF Fund	570,815	1,138,033	884,891	823,957	44.3%
Civil Service	102,520	-	29,720	72,800	-29.0%
Riverside North TIF Fund	17,032	1,962	18	18,976	11.4%
Riverside South TIF Fund	218,739	63,312	606	281,445	28.7%
W. Lane Northwest TIF Fund	14,580	14,717	12,140	17,157	17.7%
Lane II TIF Fund	323,351	2,068,935	1,203,421	1,188,865	267.7%
Kingsdale Center TIF Fund	7,792,421	-	7,035,789	756,632	-90.3%
Gateway TIF Fund	593,777	-	572,216	21,561	-96.4%
Neighborhood Lighting Utility	271,111	71,593	60,601	282,103	4.1%
Clerk of Courts Fund	14,565	6,860	1,290	20,135	38.2%
UA Visitor's Bureau Fund	408,471	123,482	-	531,953	30.2%
General Bond Retirement	3,138,219	13,545,423	14,078,355	2,605,287	-17.0%
Bonded Improvements	28,038,552	65,715,774	28,193,227	65,561,099	133.8%
Infrastructure Improvement Fund	12,375,294	22,288,524	10,008,648	24,655,170	99.2%
Estate Tax Fund	43,514	-	18,141	25,373	-41.7%
Community Fiber Optic Fund	345,213	263,916	263,848	345,281	0.0%
Employee Benefit	1,119,423	4,782,432	4,467,445	1,434,410	28.1%
BWC Administration Fund	1,078,600	315,783	177,790	1,216,593	12.8%
Solid Waste Management	1,462,638	3,979,785	3,648,650	1,793,773	22.6%
Water Surcharge	1,943,368	839,091	885,568	1,896,891	-2.4%
Sanitary Sewer Surcharge	2,780,661	1,313,612	1,029,038	3,065,235	10.2%
Stormwater Management	3,141,290	844,094	689,774	3,295,610	4.9%
UA Swimming Pools	343,441	975,731	956,124	363,048	5.7%
Returnable Bonds	-	-	-	-	0.0%
Unclaimed Funds	5,622	2,192	-	7,814	39.0%
Revolving Fund	53,657	233,282	247,608	39,331	-26.7%
Construction Withholding	970,204	1,964,904	843,396	2,091,712	115.6%
Payroll Clearing Fund	546,141	29,831,486	29,819,907	557,720	2.1%
Totals (ROUNDED)	\$ 137,766,190	\$ 227,462,703	\$ 175,117,679	\$ 190,111,214	ROUNDED TOTALS

Monthly Financial Report As of December 2023

Income Tax Comparisons

	<u>Projections</u>	<u>Year to date</u>	<u>Difference</u>	<u>% Difference</u>
Withholdings	\$ 25,798,924	\$ 28,362,433	\$ 2,563,509	9.94%
Individuals	10,526,639	10,849,741	323,102	3.07%
Net Profits	6,243,337	5,616,707	(626,630)	-10.04%
Total	\$ 42,568,900	\$ 44,828,881	\$ 2,259,981	5.31%

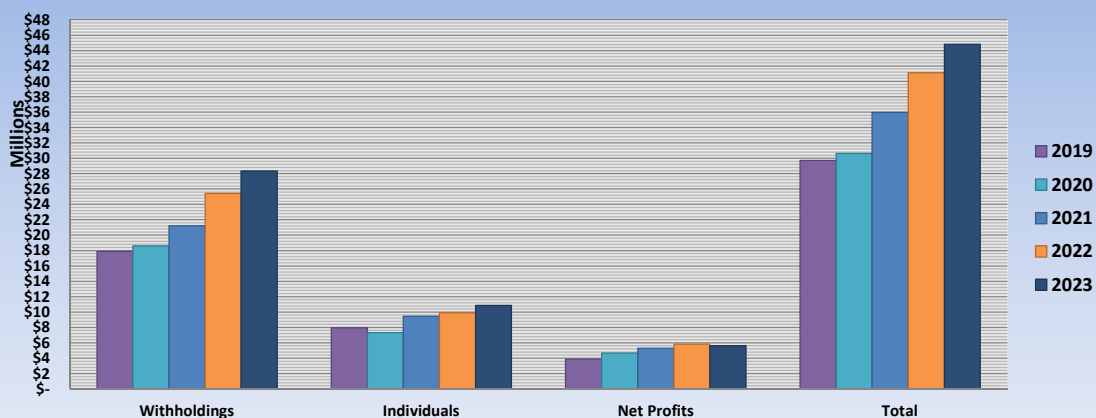
Income Tax Five Year Comparison

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Withholdings	\$ 17,885,171	\$ 18,615,643	\$ 21,205,704	\$ 25,411,131	\$ 28,362,433
Individuals	7,954,249	7,329,581	9,443,872	9,905,520	10,849,741
Net Profits	3,882,791	4,681,900	5,294,648	5,820,432	5,616,707
Total	\$ 29,722,211	\$ 30,627,124	\$ 35,944,224	\$ 41,137,083	\$ 44,828,881

Percentage Increase (Decrease) From Prior Year

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Withholdings	4.92%	4.08%	13.91%	19.83%	11.61%
Individuals	1.27%	-7.85%	28.85%	4.89%	9.53%
Net Profits	1.24%	20.58%	13.09%	9.93%	-3.50%
Total	3.43%	3.04%	17.36%	14.45%	8.97%

Income Tax Five Year Trend vs Prior YTD Monthly



INTEREST AND INVESTMENT INCOME

Dec-23

General Investments	Beginning Balance	Purchased	Matured/Sold	Deposited/Withdrawn	Investment Acct.	Ending Balance
Municipal Securities	1,929,046.00					\$ 1,929,046.00
Corporate / General Investments	8,821,043.68					\$ 8,821,043.68
Federal Agency	46,507,208.37					\$ 46,507,208.37
United States Treas NTS	18,118,879.92					\$ 18,118,879.92
TOTAL BONDS	\$ 75,376,177.97	\$ -	\$ -	\$ -	\$ -	\$ 75,376,177.97
Short Term Fixed Maturity Commercial Paper	3,472,596.83					\$ 3,472,596.83
Other Assets (Savings Cert - Market Traded)	\$ 5,173,523.80					\$ 5,173,523.80
Bond and Investments:						
2022						
Federal Agency	5,577,237.58		(743,357.90)			\$ 4,833,879.68
Corporate / General Investments	1,057,111.00					\$ 1,057,111.00
Short Term Fixed Maturity Commercial Paper	-					\$ -
United States Treas NTS	1,669,256.88					\$ 1,669,256.88
Community Center						
Federal Agency	16,821,763.71		(1,055,361.75)			\$ 15,766,401.96
Corporate / General Investments	4,329,138.81					\$ 4,329,138.81
Short Term Fixed Maturity Commercial Paper	4,344,702.50		(2,182,800.00)			\$ 2,161,902.50
US Government Bonds	5,878,713.10					\$ 5,878,713.10
United States Treas NTS	-					\$ -
TOTAL BONDS AND INVESTMENTS	\$ 123,700,222.18	\$ -	\$ (3,981,519.65)	\$ -	\$ -	\$ 119,718,702.53
Money Markets:						
Money Market Fund (Trust Dept) - General	165,499.33				85,033.20	\$ 250,532.53
Community Center	498,406.14		3,247,800.00	(3,315,000.00)	99,052.14	\$ 530,258.28
Money Market Fund (Trust Dept) - Bond 2020 & 2022	440,710.94		755,000.00	(755,000.00)	35,477.31	\$ 476,188.25
Gateway	18,394.26			(18,473.18)	78.92	\$ 0.00
Lane Avenue- Proceeds	14,656.19			(14,719.07)	62.88	\$ 0.00
TOTAL MONEY MARKETS	\$ 1,137,666.86	\$ -	\$ 4,002,800.00	\$ (4,103,192.25)	\$ 219,704.45	\$ 1,256,979.06
Star Ohio:						
STAR Ohio	28,530,164.96			(163,186.77)	133,373.81	\$ 28,500,352.00
STAR Ohio (Bond Acct)	13,261,063.94			313,066.58	64,671.75	\$ 13,638,802.27
Star Federal ARPA (Gen Invest)	2,807,779.99			(511,747.31)	12,276.80	\$ 2,308,309.48
Star Gateway	948,699.17			16,972.04	4,567.47	\$ 970,238.68
Star Kingsdale	1,163,663.99			(206,493.34)	5,099.14	\$ 962,269.79
Star Office	-			12,092,020.24	31,394.62	\$ 12,123,414.86
Star Community Center	8,034,301.95			149,032.76	43,899.07	\$ 8,227,233.78
STAR Ohio (Bond Acct - Lane Series)	4,814.54			5,548.29	67.52	\$ 10,430.35
TOTAL STAR OHIO	\$ 54,750,488.54	\$ -	\$ -	\$ 11,695,212.49	\$ 295,350.18	\$ 66,741,051.21
TOTAL INVESTMENTS	\$ 179,588,377.58	\$ -	\$ 21,280.35	\$ 7,592,020.24	\$ 515,054.63	\$ 187,716,732.80
HUNTINGTON BANK	\$ 12,812,357.77					\$ 2,394,477.96
TOTAL CASH AND INVESTMENTS	\$ 192,400,735.35					\$ 190,111,210.76

ITEMS PURCHASED BETWEEN \$15,000 & \$40,000 FOURTH QUARTER 2023

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/9/23	Acorn Farms	Fall Trees and Plants	\$31,989.00
10/11/23	Converge One	Software Maintenance	\$39,878.37
10/27/23	Buckeye Power Wash	Fence Installation and Repair	\$16,518.00
11/6/23	Oberlanders Tree & Landscape	Tree & Vegetation Removal	\$20,650.00
11/9/23	Fishbeck, Thompson, Carr & Huber	General Consulting for Engineering	\$38,175.00
11/13/23	Dailey's Lawn & Landscape	Landscape Installation	\$16,460.00
11/14/23	Ferguson Waterworks	Cast Frames Grates and Covers	\$34,652.74
11/14/23	Shelly Materials	Aggregate	\$23,000.00
11/14/23	Bomar Construction	PSC Kitchen Renovations	\$19,101.50
11/14/23	Air Force One	PSC Plant Controls Retrofit	\$38,909.00
11/22/23	Hyland Software	Software Renewal	\$22,149.67
11/22/23	Galls	Police Ballistic Shields	\$16,404.92
12/1/23	Brennstuhl Construction	Sidewalk Repairs	\$32,650.00
12/1/23	Green Velvet Sod Farms	Infield Material	\$15,000.00
12/20/23	MGT of America Consulting	Police Chief Recruitment	\$28,500.00
12/28/23	KEYper	Software	\$21,700.45

QUALITY BASED SELECTION CONSULTANTS – FOURTH QUARTER 2023

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/3/23	VS Engineering	2023 Bridge and Culvert Inspection	\$38,548.50
10/25/23	CESO, Inc.	General Engineering Services	\$26,000.00
12/19/23	Crawford, Murphy & Tilly	Redding Rd. Resurfacing and Multimodal Improvements	\$124,420.00

NOTIFICATION OF CHANGE ORDERS: NON-CONSTRUCTION, CITY MANAGER APPROVAL FOURTH QUARTER 2023 None

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>

MBE Events

10/26/23 Various Departments (Finance/City Manager/HR) joined the OhioMBE organization at the Huntington Park to honor the exceptional businesses and individuals that make a significant impact on Ohio's diverse business landscape.

Authors:	Darren Shulman, City Attorney
Council Meeting Date:	January 29, 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 (<i>Lynch</i>)
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
3. Flock Safety Cameras PP Presentation 1.29.24 Council



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:



Flock Safety Cameras

OVERVIEW OF BENEFITS, ACCOUNTABILITY/SECURITY, AND
ADMINISTRATIVE CONTROLS

LIEUTENANT JASON MESSER, UAPD CRIMINAL INVESTIGATIONS SECTION

Benefits

- ▶ Patrol – immediate notice of potential felony involved vehicles that pass a camera, with potential for interdiction
- ▶ Officers receive an alert on their Mobile Data Computer
- ▶ Reduces the possibility of bias across potential investigative traffic stops
- ▶ Flock alerts are based upon entries in the FBI's National Crime Information Center (NCIC), identifying vehicles associated with Felony wanted persons, Stolen Cars, Registered Sexual Offenders, Protection Orders, Missing persons, as well as “hotlist” alerts for vehicles wanted in serious crimes in other jurisdictions

Benefits

- ▶ Criminal Investigations- Detectives can search by vehicle descriptors, time frame, location or other factors when seeking evidence regarding suspects
- ▶ Detectives use Flock in the majority of investigations
- ▶ Flock has led directly to suspect identifications, arrests, and exonerations
- ▶ Flock led to the discovery of a homicide suspect in UA, and of an elderly endangered missing person in Louisville, KY on that local Flock system

A few stats...

- ▶ From Dec 27-Jan 25, UAPD Flock cameras read 1,371,552 tags
- ▶ That is almost 46,000 tags per day
- ▶ 277,277 were unique plates, not repeat reads
- ▶ 321 individual searches by officers/detectives
- ▶ 264 “hits” on NCIC-entered cars

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Security and Accountability

- ▶ Officers are required to handle Flock information with the same care as other daily-use Criminal Justice Information Systems (CJIS), such as the Ohio Law Enforcement Gateway, iLincs, and Ohio Law Enforcement Automated Data System (LEADS), and NCIC.
- ▶ CJIS material is only releasable to Law Enforcement or court proceedings
- ▶ All officers take annual certification tests and security protocol reviews for LEADS/NCIC

Security and Accountability

- ▶ If needed, audits of individuals or the agency can be run, for all activity up to 31 days before
- ▶ Violations of UAPD General Orders regarding CJIS material are investigated and disciplined accordingly.

Administrative Controls

- ▶ User Management is restricted to Command Staff, Crime Analyst, and a senior Detective
- ▶ Officer rights are limited to running local searches associated with investigations, and require case number documentation
- ▶ Detectives may search other agencies' systems for specific vehicles as part of a sharing arrangement, as part of an official investigation
- ▶ Flock imagery is only kept for 30 days and is then purged. If not retained in UAPD's case management system, it will be deleted.

Authors:	Debbie McLaughlin, Parks & Recreation Director Samantha Simmons, Parks & Forestry Superintendent
Council Meeting Date:	January 29, 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 (<i>Munc</i>)
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 29, 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 (<i>Walter</i>)
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: Jeff Kasson, Director of IT

Council Meeting Date: January 29, 2024

Subject/Legislative Item: Ordinance No. 6-2024 - An ordinance authorizing the purchase of replacement computers as part of a planned five-year cyclical replacement strategy

Purpose: Authorize purchase of computer replacements in the current fiscal year

Executive Summary: Legislation authorizes the purchase of desktop and laptop computers, as planned in a 5-year cyclical replacement strategy to ensure reliable performance.

Purpose and Impact

This ordinance authorizes the purchase of replacement computers for use throughout City departments. This annual computer replacement was planned and budgeted, with \$75,000.00 allocated to this project. Information Technology has adopted a strategy of replacing desktop and laptop computers after they have exceeded five years of service. The performance and reliability of the equipment begins to degrade after five years of continual use.

The purchasing method is utilizing both State of Ohio contract pricing that the State previously negotiated in a competitive process, and open market pricing as indicated in the table below. Competitive quotes were obtained for the open market items to ensure the lowest cost pricing. The purchasing methods follow the City's procurement policy, listed in the City's Administrative code, chapter 138 - Procurement code.

XTek Partners, Inc. is a reseller authorized to sell the Lenovo desktop and laptop computers on the State contract terms mentioned above. They are also the low bidder for performance laptops and field rugged laptops. The reseller is a women-owned, Edge certified business. CDW is a reseller authorized to sell the Police/Fire Toughbooks with State contract terms.

The following lists the items, pricing, and contract information:

Equipment	QTY	Cost	Note
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Desktop computers	45	\$33,885.00	State of Ohio Lenovo STS 534482-Product #11U2S2Y700
Laptop computers	11	\$13,981.00	State of Ohio Lenovo STS 534411-Product #21F7S3C300
Performance laptops	2	\$6,216.00	GIS Division
Police/Fire Toughbooks	1	\$3,875.00	State of Ohio CDW STS 534605-Product #CF-33TZ-0KAM
Field rugged laptops	6	\$14,250.00	Public Service field service workers
Contingency		\$2,793.00	Contingency authorization for any unforeseen equipment replacements
		\$75,000.00	Total cost authorization requested

History

Information Technology has standardized on the Lenovo product platform for standard desktop and laptop computers, and Panasonic Toughbooks for Police and Fire to allow for better management and maintenance of City computers. The 5-year replacement strategy is a common approach in most organizations that allows us to anticipate and proactively prevent computer performance and component failures from impacting City work.

Alternatives

The city could postpone the replacements, but that would impact the performance and reliability objectives of the 5-year replacement strategy and potentially result in higher replacement costs in future years. There are no State term contract alternatives at our disposal that are less expensive.

Attachments

1. XTek quote - Desktop Computers
2. XTek quote - Laptop Computers
3. XTek quote - Performance Laptops
4. CDW quote - Police/Fire Toughbook
5. XTek - Field Rugged Laptops
6. Ordinance No. 6-2024







1721 Westbelt Dr, Columbus, Ohio 43228
t. 614-973-7400 f. 614-652-2694

Q U O T E

Number XTKQ58730

Date Jan 3, 2024

Sold To

Upper Arlington, City of
Accounts Payable
AP@uaoh.net

Ship To

Upper Arlington, City of
Jeff Kasson
3600 Tremont Rd
Upper Arlington, OH 43221

Contact Info

quotes@xtekpartners.com

Part #	Qty	Description	Unit Price	Ext. Price
--------	-----	-------------	------------	------------

Xtek Partners is an Ohio EDGE, Ohio WBE and Buy Ohio vendor

Quoted via Ohio STS 534482

11U2S2Y700	45	Lenovo ThinkCentre M80q Gen 3, Intel® Core™ i5-12500T vPro® (P cores 2.00GHz, 18MB), Windows 11 Pro 64, 16.0GB, 1x512GB SSD M.2 2280 PCIe Gen4 TLC Opal, Intel® UHD Graphics 770, 4YR Premier NBD, USB, Traditional, Black English (US), No Wireless LAN	\$753.00	\$33,885.00
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SubTotal	\$33,885.00
Tax	\$0.00
Shipping	\$0.00
Total	\$33,885.00



1721 Westbelt Dr, Columbus, Ohio 43228
t. 614-973-7400 f. 614-652-2694

Q U O T E

Number XTKQ58731-01

Date Jan 22, 2024

Sold To

Upper Arlington, City of
Accounts Payable
AP@uaoh.net

Ship To

Upper Arlington, City of
Jeff Kasson
3600 Tremont Rd
Upper Arlington, OH 43221

Contact Info

quotes@xtekpartners.com

Part #	Qty	Description	Unit Price	Ext. Price
--------	-----	-------------	------------	------------

Xtek Partners is an Ohio EDGE, Ohio WBE and Buy Ohio vendor

Quoted via Ohio STS STS 534411

21F7S3C300	11	Lenovo ThinkPad T14s G4, Intel® Core™ i5- 1345U vPro® (E-cores up to 3.50GHz, 12MB) 14 1920 x 1200 Non Touch, Windows 11 Pro 64, 16.0GB, 1x512GB SSD M.2 2280 PCIe Gen4 TLC Opal, Intel® Iris® Xe Graphics, BT 5.1 or above, Intel®AX211vPro, No Wired Ethernet, 1080P FHD RGB, 4 Cell Li-Pol 57Wh, 4YR Premier NBD,Accidental Damage Protection,Backlit, Black-English (US)	\$1,271.00	\$13,981.00
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SubTotal	\$13,981.00
Tax	\$0.00
Shipping	\$0.00
Total	\$13,981.00

Pricing valid for 30 days unless otherwise noted.
Minimum 15% restocking fee w/sealed original packaging.
Ground shipping included in line item pricing unless otherwise noted.
Refurbished items are non returnable



1721 Westbelt Dr, Columbus, Ohio 43228
t. 614-973-7400 f. 614-652-2694

QUOTE

Number XTKQ58192-01

Date Jan 5, 2024

Sold To

Upper Arlington, City of
Accounts Payable
AP@uaoh.net

Ship To

Upper Arlington, City of
Scott O'Neal
3600 Tremont Rd
Upper Arlington, OH 43221

Contact Info

quotes@xtekpartners.com

Part #	Qty	Description	Unit Price	Ext. Price
<i>Xtek Partners is an Ohio EDGE, Ohio WBE and Buy Ohio vendor Quoted via Open Market</i>				
21FC003KUS	2	Lenovo ThinkPad P16v Gen 1 21FC003KUS 16" Notebook - WUXGA - 1920 x 1200 - Intel Core i9 13th Gen i9-13900H Tetradeca-core (14 Core) 2.60 GHz - 32 GB Total RAM - 1 TB SSD - Thunder Black - Intel Chip - Windows 11 Pro - NVIDIA RTX 2000 Ada with 8 GB - In-plane Switching (IPS) Technology - English Keyboard - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard	\$2,833.00	\$5,666.00
5WS1M86981	2	4YR WARR PREMIER SUPPORT PLUS PLUS	\$275.00	\$550.00
			SubTotal	\$6,216.00
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$6,216.00

Pricing valid for 30 days unless otherwise noted.
Minimum 15% restocking fee w/sealed original packaging.
Ground shipping included in line item pricing unless otherwise noted.
Refurbished items are non returnable.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JEFF KASSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NSCV776	1/18/2024	TB CF-33	5965850	\$3,875.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 33 - 12" - Intel Core i5 - 1245U - 16 GB RAM - 512 GB S	1	7593062	\$3,300.00	\$3,300.00

Mfg. Part#: CF-33TZ-0KAM

Win11 Pro, Intel Core i5-1245U vPro
(up to 4.4GHz), AMT, 12.0 QHD Gloved
Multi Touch+Digitizer, 16GB, Intel
Iris Xe, 512GB OPAL SSD, Intel Wi-Fi
6E, Bluetooth, 4G MLP31-W, Dual
Pass (Ch1:WWAN/Ch2:WWAN-GPS), Mic
and Infrared 2MP Webcam, 8MP Rear
Camera, Contactless SmartCard,
Standard Batteries (2), TPM 2.0,
Flat, CF-SVCPDEP3Y - 3 Year Premier
Deployment, FZ-SVC512SSD3Y - 3 Year
No Return of Defective Drive,
FZ-SVCTPNF3YR - 3 Year Protection
Plus Warranty, CF-SVCBIOS1 - Custom
BIOS, FZ-SVCFESGEN10 - Field
Engineering Support
Contract: Ohio State Term Schedule CDW-G # 534605 (534605)

Panasonic Public Sector Service Package - extended service agreement - 2 ye	1	4195499	\$575.00	\$575.00
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Mfg. Part#: CF-SVCPSY5

UNSPSC: 81112307

Electronic distribution - NO MEDIA

Contract: Ohio State Term Schedule CDW-G # 534605 (534605)

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$3,875.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$3,875.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF UPPER ARLINGTON ATTN: ACCOUNTS 3600 TREMONT RD UPPER ARLINGTON, OH 43221-1558 Phone: (614) 583-5206 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF UPPER ARLINGTON JEFF KASSON 3600 TREMONT RD UPPER ARLINGTON, OH 43221-1558 Phone: (614) 583-5206 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jay Hussein | (866) 875-7587 | jhussein@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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1721 Westbelt Dr, Columbus, Ohio 43228
t. 614-973-7400 f. 614-652-2694

QUOTE

Number XTKQ58743-01

Date Jan 22, 2024

Sold To

Upper Arlington, City of
Accounts Payable
AP@uaoh.net

Ship To

Upper Arlington, City of
Scott O'Neal
3600 Tremont Rd
Upper Arlington, OH 43221

Contact Info

quotes@xtekpartners.com

Part #	Qty	Description	Unit Price	Ext. Price
Xtek Partners is an Ohio EDGE, Ohio WBE and Buy Ohio vendor Quoted via Open Market				
S4E1P2DEABXE	6	S14, I5-1135G7,TP-SLR,LTE+GPS+RF,WIN11	\$2,129.00	\$12,774.00
RAMUP-16GB-S14G2	6	DURABOOK S14-G2 UPGRADE - 16GB RA	\$246.00	\$1,476.00
			SubTotal	\$14,250.00
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$14,250.00

Pricing valid for 30 days unless otherwise noted.
Minimum 15% restocking fee w/sealed original packaging.
Ground shipping included in line item pricing unless otherwise noted.
Refurbished items are non returnable.

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 6-2024

TO AUTHORIZE THE PURCHASE OF REPLACEMENT COMPUTERS AS PART OF A PLANNED FIVE-YEAR CYCLICAL REPLACEMENT STRATEGY

- WHEREAS,** to allow for better management and maintenance of City computers, Information Technology has standardized a product platform; and
- WHEREAS,** Information Technology has adopted a strategy of replacing desktop and laptop computers after they have exceeded five years of service due to the performance and reliability of the equipment degrading after years of continual use; and
- WHEREAS,** a five-year replacement strategy is a common approach in most organizations, which allows staff to anticipate and proactively prevent computer performance and component failures from impacting City business; and
- WHEREAS,** the purchasing method will utilize both State of Ohio contract, previously negotiated in a competitive process, and competitive quotes, which were obtained for open market items to ensure the lowest cost pricing, in accordance with purchasing methods outlined in the City's procurement policy; and
- WHEREAS,** the purchase includes desktop, laptop, performance laptops, Toughbooks, and field rugged laptops for an amount not to exceed \$75,000, which falls within the approved budget; and
- WHEREAS,** postponing the replacements would impact the performance and reliability objectives of the five-year replacement strategy, which would potentially result in higher replacement costs in future years, and therefore Staff recommend approval.

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

SECTION 1. The City Manager is hereby authorized to purchase replacement computers as part of the planned five-year cyclical replacement strategy from vendors CDWG, LLC and XTek Partners, for a total amount not to exceed \$75,000.00.

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 for the purchase, that are not substantially inconsistent with this ordinance.

SECTION 3.

This ordinance shall take effect immediately upon passage.

Authors: Jeff Kasson, Director of IT

Council Meeting Date: January 29, 2024

Subject/Legislative Item: Ordinance No. 7-2024 - An ordinance authorizing the purchase of network equipment for the Bob Crane Community Center

Purpose: Purchase new networking equipment for the Bob Crane Community Center

Executive Summary: Authorize the City Manager to purchase networking equipment from reseller CDWG, LLC, utilizing State of Ohio contract pricing in the amount of \$89,164.00, with contingencies in the amount of \$8,336.00.

Purpose and Impact

Authorizes the City Manager to purchase networking equipment from reseller CDWG, LLC, utilizing State of Ohio contract pricing in the amount of \$89,164.00 with contingencies in the amount of \$8,336.00 to provide secure, reliable performance of various technologies within the Bob Crane Community Center.

Information Technology budgeted \$97,500.00 for this purchase in the current fiscal year budget. It is proposed that the City use State of Ohio contract pricing for this purchase. CDWG, LLC has quoted pricing using State contract #534605.

The equipment proposed for the Bob Crane Community Center will support such things as computers, door security, video surveillance, HVAC systems, phone systems, audiovisual systems and life safety equipment. Information Technology has developed a set of standards for the type and configuration of City network equipment to ensure seamless operation, and this proposed purchase follows these standards.

History

Information Technology implements and supports a variety of computer networking equipment throughout City facilities. This networking equipment connects user computers, phones and other devices to applications, services and Internet resources. Networking equipment is typically required as part of a building's infrastructure to provide an environment in which technology can be used.

Alternatives



Network equipment is a required component of this new facility to support normal operations. There are alternate network equipment options available, but Information Technology has standardized on the proposed hardware to ensure interoperability with existing systems.

Attachments

1. CDW equipment quote
2. Ohio State Term Schedule 534605
3. Ordinance No. 7-2024





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Hardware

Software

Services

IT Solutions

Brands

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QUOTE CONFIRMATION

JASON SIEBERT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRZD892	1/12/2024	ARUBA 2024	5965850	\$89,164.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 6300M 24-Port SFP+ and 4-Port SFP56 Switch Mfg. Part#: JL658A UNSPSC: 43222612 Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	1	5817450	\$7,100.00	\$7,100.00
HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: HR4B0E Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	1	5884823	\$850.00	\$850.00
HPE Aruba Networking CX 8100 24x10G SFP+ 4x40 100G QSFP28 Switch - switch - Mfg. Part#: R9W86A#ABA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	1	7469944	\$7,700.00	\$7,700.00
HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: H83N4E Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	1	7625849	\$669.00	\$669.00
HPE Aruba Networking CX 6200F 48G Class4 PoE 4SFP+ 740W Switch - switch - M Mfg. Part#: JL728B#ABA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	13	7453171	\$3,970.00	\$51,610.00
HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: H81X1E Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	13	7481591	\$585.00	\$7,605.00

QUOTE DETAILS (CONT.)

<u>HPE Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch - switch - Max. Stacking D</u>	2	7455895	\$2,085.00	\$4,170.00
Mfg. Part#: JL725B#ABA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>HPE Foundation Care Next Business Day Exchange Service - extended service a</u>	2	7458706	\$299.00	\$598.00
Mfg. Part#: H73M8E Electronic distribution - NO MEDIA Contract: MARKET				
<u>HPE Aruba X371 - power supply - hot-plug redundant - 250 Watt</u>	2	4360869	\$235.00	\$470.00
Mfg. Part#: JL085A#ABA UNSPSC: 39121004 Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>HPE Aruba - SFP+ Transceiver Module - 10 GigE</u>	1	4919570	\$390.00	\$390.00
Mfg. Part#: J9150D UNSPSC: 43201553 Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>HPE Aruba Direct Attach Copper Cable - 10GBase direct attach cable - 3.3 ft</u>	11	4915982	\$50.00	\$550.00
Mfg. Part#: J9281D UNSPSC: 26121609 Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>HPE Aruba Direct Attach Copper Cable - 10GBase direct attach cable - 10 ft</u>	2	4924318	\$66.00	\$132.00
Mfg. Part#: J9283D UNSPSC: 26121609 Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				
<u>Proline - SFP+ transceiver module - 10 GigE</u>	24	5501267	\$305.00	\$7,320.00
Mfg. Part#: J9151E-PRO UNSPSC: 43201553 Contract: Ohio State Term Schedule CDW-G # 534605 (534605)				

SUBTOTAL	\$89,164.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$89,164.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF UPPER ARLINGTON ATTN: ACCOUNTS PAYABLE 3600 TREMONT RD UPPER ARLINGTON, OH 43221-1558 Phone: (614) 583-5206 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF UPPER ARLINGTON JASON SIEBERT 3600 TREMONT RD UPPER ARLINGTON, OH 43221-1558 Phone: (614) 583-5206 Shipping Method: DROP SHIP-COMMON CARRIER
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jay Hussein | (866) 875-7587 | jhussein@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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CDW Government LLC

Index No: STS033
OAKS Contract ID: 534605
Category: Hardware/Software
Rev Date: 06/18/2021

STATE TERM SCHEDULE

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

This state term contract may be used by any state agencies, as well as properly registered political subdivisions, as defined in Section 125.04(B) of the Revised Code. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority. This is not a requirements contract, and no state agency or political subdivision is obligated to make purchases under it.

CONTRACT NUMBER 534605 (10/30/2023)

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

P.O.'s To:

Invoices From:

0000085864
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Contractor Contacts:

Mr. Nick Geiser Telephone: 614-318-9058 Email: nickgei@cdwg.com

Delivery:

F.O.B. Destination

Terms:

Net 30 Days

UNSPSC CODES:

All purchase orders placed against this contract shall list the following UNSPSC Codes for the respective items.

- 31160000 - Hardware
- 81112300 - Computer hardware maintenance and support
- 43210000 - Computer Equipment and Accessories
- 81112200 - Software maintenance and support

EFFECTIVE DATE:

This contract is effective from 12/30/2019 through 10/30/2023 , unless extended. Use the contractor's contact information above to obtain information, approved literature, and certification letter.

APPROVED PRODUCTS/SERVICES:

Only those vendors, products, and services listed in the price pages, approved by the Department of Administrative Services, may be purchased from this contract. The terms and conditions of this contract may not be modified by any ordering document issued under it.

Last Addendum: 23

Dealers

MBE Participation

Dealer Name & Address

0000196565
Western Reserve Technology LTD
34208 Aurora Raod#200
Solon, OH 44139

OAKS Contract ID

534605-3

Dealer Invoice From:

, OH

Remit to:

,

Dealer's Contact:

Ms. Kim Cahaus

(440) 495-9500

kim@gowrt.com

MBE Participation

Dealer Name & Address

0000077717
IntelliTech Systems, Inc.
3144 Presidential Drive#3
Fairborn, OH 45324

OAKS Contract ID

534605-1

Dealer Invoice From:

, OH

Remit to:

,

Dealer's Contact:

Ms. Hema Patel

937.427.4148 x 286

801.340.0570

hpatel@itsysteminc.com

MBE Participation

Dealer Name & Address

0000049717
Sophisticated Systems, Inc.

OAKS Contract ID

534605-2

Dealer Invoice From:

, OH

, OH

,

Dealer's Contact:

Ms. Toulia Delinikos

(614) 337-6505

tdelinikos@ssicom.com

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 7-2024

TO AUTHORIZE THE PURCHASE OF NETWORK EQUIPMENT FOR THE BOB CRANE COMMUNITY CENTER

WHEREAS, Information Technology implements and supports a variety of computer networking equipment throughout City facilities, which connects user computers, phones, and other devices to applications, services, and internet resources; and

WHEREAS, the equipment proposed for the Bob Crane Community Center will support such items as computers, door security, video surveillance, HVAC systems, phone systems, audiovisual systems, and life safety equipment; and

WHEREAS, Information Technology has developed a set of standards for the type and configuration of city network equipment to ensure seamless operation and this proposed purchase follows these standards; and

WHEREAS, the purchasing method will utilize State of Ohio contract pricing, which was previously negotiated in a competitive process; and

WHEREAS, the total project costs will amount to \$97,500.00, which was approved in the current fiscal year budget, and therefore Staff recommend approval.

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

SECTION 1. The City Manager is hereby authorized to purchase network equipment for the Bob Crane Community Center from vendor CDWG, LLC for a total amount not to exceed \$97,500.00.

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 for the purchase, 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 29, 2024
Subject/Legislative Item:	Ordinance No. 8-2024 - An ordinance authorizing the purchase of a Traqnology system from Baker Vehicle Systems Inc. for athletic fields
Purpose:	To obtain specialized technology, equipment, and software for an autonomous navigation and painting system for the layout, painting, and maintenance of lines for athletic field in our park system.
Executive Summary:	Legislation authorizes the City Manager to issue a purchase order to Baker Vehicle Systems Inc for the purchase of Traqnology.

Purpose and Impact

The Parks and Recreation Department performs initial layout and painting for field sports: soccer, lacrosse, field hockey, and football for a combined total of over 30 fields annually within the park system for both the spring and fall seasons. After this initial layout, sports user groups are required to maintain fields with weekly repainting, utilizing paint and equipment provided by the City. Purchase of the Traqnology system will allow city staff to perform initial layout and season-long repainting maintenance. Utilization of this technology will allow the Parks & Recreation Department to deliver a significantly enhanced level of service, while at the same time gaining operational savings in both staff time and material costs. The 2024 Capital Equipment included \$50,000 for the purchase of this new specialty equipment. One bid was received, and it is within this budget at \$48,259.

History

The current standard operating procedure for field painting requires a significant amount of staff time to manually lay out all field sports in our parks system. Layout of fields is a time-consuming and time-sensitive process that takes place during our very busy spring and summer seasons. After this initial layout, sports user groups are required to maintain field lines weekly, utilizing paint and equipment provided by the City. Repainting is commonly done by volunteers and the responsibility can be shared by multiple groups. This can lead to some conflict and, on rare occasions, complete loss of layout. A recent and significant increase in the cost of paint required for our SOP initiated staff to perform an analysis of current and



alternative options. Options include different manual systems, multiple autonomous painters, and contractual services. Analysis included input from surrounding agencies and consultants. Traqnology was determined to be the best fit for the City's park system and operations.

Purchase of the Traqnology system, including SportsTraq and PaintTraq, will allow city staff to perform initial layout and season-long repainting maintenance. This autonomous painting system works with our current equipment, will require only half the amount of staff time with the enhanced service of season-long repainting, and utilize only a third of the current cost in paint. Cost recovery for savings that will be realized in paint alone is projected at 5.5 years.

Traqnology is a system that will be installed into one of our existing utility vehicles. Once an operator drives it to a work location, autonomous driving and painting is initiated via tablet to follow a predetermined route for field layouts. An operator is required and remains in the vehicle at all times while work is performed to take over steering and acceleration set up between lines, for correction and monitoring, and for safety. Additionally, this system has multiple applications and uses: layout of special events can be programed and painted, City-owned infrastructure like the field drainage and irrigation lines at Northam can be identified prior to the fence stakes for 4th of July festivities going in to avoid damage, and park paths can be mapped out so that once the utility vehicle is outfitted with a plow and spreader, snow control on our paths can be autonomous as well. Bids were opened on January 23, 2024. Only one response was received. Council approval is requested to award this bid to Baker Vehicle Systems Inc for the purchase of Traqnology at a cost not to exceed \$48,259.

Alternatives

The award could be delayed; however, our operations would continue to struggle with the time demands, level of service, and materials costs outlined above.

Attachments

1. Ordinance No. 8-2024



RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 8-2024

TO AUTHORIZE THE PURCHASE OF A TRAQNOLOGY SYSTEM FROM BAKER VEHICLE SYSTEMS INC. FOR ATHLETIC FIELDS

WHEREAS, the Parks and Recreation Department performs initial layout and painting for field sports (soccer, lacrosse, field hockey, and football) for a combined total of over 30 fields annually within the park system for both the spring and fall seasons; and

WHEREAS, the Traqnology system will allow City Staff to perform initial layout and season-long repainting maintenance; and

WHEREAS, utilization of this technology will allow the Parks and Recreation Department to deliver a significantly enhanced level of service, while at the same time gaining operational savings in both staff time and material costs; and

WHEREAS, the 2024 Capital Equipment budget included \$50,000 for the purchase of this new specialty equipment; and

WHEREAS, Baker Vehicle Systems Inc. was the only bidder and the bid came in under budget; and

WHEREAS, Staff recommends awarding the bid to Baker Vehicle Systems Inc. for an amount not to exceed \$48,259.00.

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

SECTION 1. The City Manager is hereby authorized to purchase a Tranqnology system from Baker Vehicle Systems Inc. for use at the City's athletic fields, for an amount not to exceed \$48,259.00.

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 for the purchase, 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 29, 2024

Subject/Legislative Item: Ordinance No. 9-2024 - An ordinance authorizing the City Manager to enter into contract with Cornwell Lawn and Landscaping, LLC and The Clover Landscape LLC for mowing of City parks and other city-owned properties

Purpose: To provide contractual mowing services for parks and City owned properties.

Executive Summary: Legislation authorizes the City Manager to enter into contracts with Cornwell Lawn and Landscaping, LLC and The Clover Landscape LLC.

Purpose and Impact

The Parks & Recreation Department contracts mowing services for a portion of city-owned properties to supplement services provided by staff. The contractual services include 48 small parks, pools, and other city-owned properties. Properties were grouped to combine similar locations and provide flexibility in contract award options to ensure the best service and price. The areas are 1) parks and smaller parcels, 2) aquatic facilities, and 3) administration and service facilities. Bids were received with costs for the 2024, 2025 and 2026 seasons.

The lowest and best bidder for Item #1 is Cornwell Lawn and Landscape. The lowest and best bidder for Item #2 and 3 is Clover Landscape. Staff recommends awarding three-year contracts to the two separate contractors for a combined total price of \$243,754.79. Dividing the work between these two contractors gives the City the best price and ensures the overall cost is within our annual budgeted amount.

History

For years, the Parks & Recreation Department has employed a contractor to supplement staff mowing city-owned properties. Locations were grouped in the bid specifications combining similar types of properties and to provide flexibility in contract award options for best service and price. Item #1 includes 42 locations, including smaller parks and assorted public green spaces. Item #2 locations are the lawn areas directly adjacent to the City's three pools. Item #3 locations are the Upper Arlington Municipal Service Center, and the Public Service Center, as well as a small vacant lot on Wellesley Ave. The City's overall experience with contracted mowing has been positive, and the arrangement has proven cost-effective and efficient for the City.



The ability and intention of awarding separate contracts is clearly stated in the bid specifications in section four: *...The City reserves the right to award separate contracts for any items or combination of items, to serve its own best interests. It is the intent of the City to hire the lowest and best bidder(s) to fulfill this contract. The City also reserves the right to not award any or all sections if deemed in its interest to do so.* As such, the Keller Group was the lowest bidder for Item #2. However, when we called to confirm that they would be willing to contract for only one of three items, they declined, saying that they priced it to do all three items.

Cornwell Lawn and Landscaping is the lowest bidder for Item #1. The owner of this company is an Upper Arlington resident, giving him proximity to monitor conditions and need for service. Cornwell provided mowing service for the same group of locations in the City of Upper Arlington during the 2022 and 2023 seasons, and we were very happy with the service and performance provided.

Clover Landscape is the lowest and best bidder for Item #3 and the second lowest and best for Item #2. Clover has provided mowing service for these same groups of locations in the City of Upper Arlington during the 2022 and 2023 seasons, and we were very happy with the service and performance provided.

The bid response summary is included as an attachment.

The lowest and best bidder for Item #1 is Cornwell Lawn and Landscape for a three-year combined total price of \$177,522.15. The lowest and best bidder for the combination of Item #2 and 3 is The Clover Landscape for a three-year combined total price of \$66,232.64. Staff recommends awarding three-year contracts to three separate contractors for a combined total price of \$243,754.79.

Staff recommends entering a three-year contract due to nominal cost fluctuations that may prevent higher price increases with annual bids. A multi-year contract demonstrates the City's importance in establishing long-term relationships with vendors, and we are willing to make an investment with vendors who perform well. Allowing for a multi-year contract eliminates time spent on knowledge transfer and vendor onboarding each year. We could focus that time on working with the vendor on improvement processes or cost-saving initiatives for future procurement.

Alternatives

The bid could be awarded to the overall lowest bidder. However, in our experience, awarding more than one bidder has resulted in the best overall success.

Attachments

1. Bid Tab Summary
2. Ordinance No. 9-2024



Bid results summary:

Name	Item #1 - 3 Year Total	Item #2 - 3 Year Total	Item #3 - 3 Year Total	Total for all years & all Items
Clover Landscape	\$248,105.40	\$23,704.34	\$42,528.30	\$314,338.04
Pony Lawncare	\$525,239.57	\$48,844.32	\$95,369.44	\$669,453.33
Cornwell	\$177,522.15	\$40,654.36	\$76,499.74	\$294,676.25
Keller Group	\$256,060.00	\$21,344.00	\$64,025.00	\$341,429.00

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 9-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH CORNWELL LAWN AND LANDSCAPING, LLC AND THE CLOVER LANDSCAPE LLC FOR MOWING OF CITY PARKS AND OTHER CITY-OWNED PROPERTIES

WHEREAS, for years, the Parks & Recreation Department has employed a contractor to supplement staff mowing of city-owned properties, with the contractual services including 48 small parks, pools, and other city-owned properties; and

WHEREAS, for bid purposes, properties were grouped to combine similar locations and provide flexibility in contract award options to ensure the best service and price; and

WHEREAS, the City received bids, which included costs for the 2024, 2025, and 2026 seasons; and

WHEREAS, the lowest and best bidder for the first item was Cornwell Lawn and Landscaping, LLC, the lowest and best bidder for the second and third items was from The Clover Landscape LLC; and

WHEREAS, Staff recommends awarding three-year contracts to each of the two contractors for a combined total price of \$243,754.79; and

WHEREAS, Dividing the work between these two contractors gives the City the best possible price and ensures the overall cost is within our annual budgeted amount.

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 a three-year contract with Cornwell Lawn and Landscaping, LLC and for mowing of City parks and small City-owned properties, for a total amount not to exceed \$177,522.15.00.

SECTION 2. The City Manager is hereby authorized to enter into a three-year contract with The Clover Landscape LLC for mowing of City-owned aquatic facilities, administration and service facilities, for an amount not to exceed \$66,232.64.

SECTION 3. 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 agreements, that are not substantially inconsistent with this ordinance.

SECTION 4.

This ordinance shall take effect immediately upon passage.

Authors:	Abby Cochran, HR Director
Council Meeting Date:	January 29, 2024
Subject/Legislative Item:	Ordinance No. 10-2024 - An ordinance amending Personnel Code §155.16 - Miscellaneous Compensation Provisions of the Upper Arlington Code of Ordinances
Purpose:	Staff requests additional language in the City's personnel code to clarify payroll practices related to the use of Administrative Leave and to set forth the procedure for handling pay for employees impacted by Daylight Savings time.
Executive Summary:	The proposed language provides clear direction to the appropriate use of Administrative Leave under the authority of the City Manager. Administrative Leave is referenced in bargaining unit agreements and is appropriate to use in certain employment situations but the authority for the City Manager to grant such leave is not currently clearly given. Additionally, how to administer pay during Daylight Savings time is also currently not referenced in any of the bargaining unit agreements or in Code. Staff therefore requests the passage of this language to provide clear direction on how to address pay during these periods.

Purpose and Impact

The administrative leave language could impact all City employees while the daylight savings language would impact only those employees who are regularly scheduled to work during the overnight hours; for example, Police and Fire.

History

Any administrative leave use has been authorized by the City Manager. However, City staff believes it needs to be clear in the personnel code that the City Manager has the authority to do so.

Daylight Savings Time practices have been in place. However, the procedure for handling daylight savings has not been documented in a bargaining unit agreement or Personnel Code.



Alternatives

Administrative Leave: An alternative to use of paid administrative leave is for employees to be required to use their own leave time. In the circumstances, as listed in the proposed code language, it may be unfair for the employee to use leave time for a situation which may be outside of their control.

Daylight Savings Time: An alternative to providing one hour of paid administrative leave during Spring Forward would be to offer the employee the ability to use their own leave banks for the hour of their shift lost. Making up the time on another shift would not be an option as it could cause the employee to be eligible for overtime on the day they would make up that hour. During fallback, the City is required to pay for hours worked, so there is no alternative to offer for this.

Attachments

1. Proposed Addition to 155.16
2. Ordinance No. 10-2024



Proposed Addition to 155.16 Miscellaneous Compensation Provisions, Personnel Code

- (E) *Administrative Leave:* The City Manager shall have the authority to approve paid or unpaid administrative leave where in their judgement, such action would be in the best interest of the City. Absent exigent circumstances, the City Manager must approve the paid administrative leave before it is granted. The following are examples of when administrative leave may be approved but are not all inclusive: during the course of an internal investigation, instances required by a collective bargaining unit agreement, when a fitness for duty evaluation is conducted before an individual may be released to return to work, weather emergencies, other approved employee activities or building closures. All administrative leave must be documented in the payroll system as such.
- (F) *Daylight Savings Pay:* An employee who is on the clock as part of their regular work schedule when daylight savings begins at 2am in the spring will work one hour less as a result of the clock jumping from 2am to 3am. That employee will be eligible for one hour of administrative leave to cover the hour less worked. An employee who is on the clock as part of their regular work schedule when daylight savings ends at 2am in the fall will work an extra hour as a result of the clock winding back from 2am to 1am. The employee will receive the one hour of pay and any applicable overtime rules would apply.

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 10-2024

TO AMEND PERSONNEL CODE §155.16 – MISCELLANEOUS COMPENSATION PROVISIONS OF THE UPPER ARLINGTON CODE OF ORDINANCES

WHEREAS, Staff recommends changes to the personnel code to include the authority of the City Manager to authorize administrative leave; and

WHEREAS, the practice for how to administer pay during Daylight Savings time is not currently referenced in any bargaining unit agreements or City code; and

WHEREAS, administrative leave is referenced in bargaining unit agreements and is appropriate to use in certain employment situations but the authority for the City Manager to grant it should be addressed; and

WHEREAS, Staff requests the passage of this language to provide clear direction as to our administrative leave practices; and

WHEREAS, the administrative leave language could impact all City employees while the daylight savings language would impact only those employees who are regularly scheduled to work during the overnight hours, such as Police and Fire.

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

SECTION 1. Section 155.16 – Miscellaneous Compensation Provisions of the Upper Arlington Code of Ordinances shall be amended as follows:

§ 155.16 MISCELLANEOUS COMPENSATION PROVISIONS.

- (A) *Standby pay*: As designated by the division superintendent, employees in the technical, labor and trades group plan shall receive the same compensation for first-call duty responsibilities consistent with the same group of employees in the bargaining unit of the public service department.
- (B) *Call out pay*: An employee who is called out will be guaranteed a minimum of three (3) hours when called to duty after normal working hours at a rate of compensation of time and one-half.
- (C) *Severance pay—Senior executive class*: Severance pay for senior executives is to provide interim income for individuals who are involuntarily terminated due to no fault of their own. A senior executive would only be eligible if the individual is:
 - (1) Not retiring and not eligible for retirement;
 - (2) Not resigning voluntarily or of his own choice;
 - (3) Performing at or above a satisfactory level as indicated by performance appraisal evaluations;
 - (4) Complying with the personnel rules and personnel codified ordinances;
 - (5) Not leaving the City due to permanent disability; and
 - (6) Employed by the City at least three (3) years.

The severance pay will apply to, but not be limited to, the following possible situations:

- (1) Significant one (1) time or growing philosophical difference in administrative policy or practice with the City Manager;
- (2) Change in senior executive class position(s) initiated by a new City Manager; or
- (3) City Council direction to the City Manager to remove a senior class position incumbent.

The senior executive would be eligible to receive one (1) month of severance pay for each three (3) years of employment with the City up to a maximum of three (3) months of severance pay. Payment will be made in a lump sum at the time when final termination pay is rendered.

- (D) *Service club—Senior executive class*: Service club memberships will be paid for by the City, subject to the City Manager's approval, with an annual maximum of one thousand dollars (\$1,000.00) per senior executive.
- (E) Administrative Leave: The City Manager shall have the authority to approve paid or unpaid administrative leave where, in their judgement, such action would be in the best interest of the City. Absent exigent circumstances, the City Manager must approve the paid administrative leave before it is granted. The following are examples of when administrative leave may be approved, but are not all-inclusive: during the course of an internal investigation, instances required by a collective

bargaining unit agreement, when a fitness for duty evaluation is conducted before an individual may be released to return to work, weather emergencies, other approved employee activities or building closures. All administrative leave must be documented in the payroll system as such.

- (F) Daylight Savings Pay: An employee who is on the clock as part of their regular work schedule when Daylight Savings begins at 2 am in the spring will work one hour less as a result of the clock jumping from 2 am to 3 am. That employee will be eligible for one hour of administrative leave to cover the hour less worked. An employee who is on the clock as part of their regular work schedule when daylight savings ends at 2 am in the fall will work an extra hour as a result of the clock winding back from 2 am to 1 am. The employee will receive the one hour of pay and any applicable overtime rules will apply.

SECTION 2. Upon the effective date of this ordinance, the City Manager is hereby authorized to retroactively apply administrative leave for Daylight Savings pay for spring 2023.

SECTION 3. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents necessary to administer amended §155.16 – Miscellaneous Compensation Provisions of the Upper Arlington Code of Ordinances, that are not substantially inconsistent with this ordinance.

SECTION 4. This ordinance shall take effect 30 days after passage.