City of Upper Arlington

AGENDA

CITY COUNCIL MEETING

3600 Tremont Road | Upper Arlington, OH 43221
614-583-5030 | upperarlingtonoh.gov

6/3/2024 | 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 Heidi Munc

3. Consent Agenda

a. Approve City Council Meeting Minutes for May 20, 2024

b. Ordinance No. 41-2024 - An ordinance authorizing the City Manager to enter into contract with Esports Foundry for a complete e-sports package and support services for the Bob Crane Community Center

c. Ordinance No. 42-2024 - An ordinance authorizing the City Manager to enter into contract with King Business Interiors for the purchase of furnishings for the Bob Crane Community Center

d. Ordinance No. 43-2024 - An ordinance authorizing the City Manager to enter into contract with Design 2 Wellness for the purchase of fitness equipment for the Bob Crane Community Center

4. Reports/Presentations

a. Sanitary 101 Presentation, Presented by Public Service Director Gary Wilfong and Assistant City Engineer Aaron Scott

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

a. Ordinance No. 37-2024 - An ordinance amending §155.13 - Miscellaneous Benefits of the Upper Arlington Code of Ordinances *(Kulewicz)*

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

a. Ordinance No. 39-2024 - An ordinance authorizing the City Manager to amend the contract with Elford, Inc. for Construction Manager at Risk Services for the Bob Crane Community Center and to appropriate and transfer funds *(Lynch)*

7. Legislative Items for Third Reading/Public Hearing

a. Ordinance No. 38-2024 - An ordinance amending §525.01 - Definitions and §525.02 - Unlawful Discriminatory Practices of the Upper Arlington Code of Ordinances

8. Legislative Items for Second Reading/Public Hearing

a. Ordinance No. 40-2024 - An ordinance authorizing the City Manager to amend the contract with Pizzuti Solutions for Owner's Representative Services for the Bob Crane Community Center

9. Legislative Items for First Reading/Public Hearing

a. Ordinance No. 44-2024 - An ordinance authorizing the City Manager to enter into contract with the Edge Group, Inc. for master planning services for Fancyburg Park

b. Ordinance No. 45-2024 - An ordinance authorizing the City Manager to enter into contract with RedTree Investment Group for management and advisory services

c. Ordinance No. 46-2024 - An ordinance authorizing the City Manager to enter into contract with Performance Pipelining, Inc. for the 2023 & 2024 Sanitary Sewer Repairs Construction Project

10. City Manager Update

11. Adjournment

May 20, 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: Vice President Brian Close, Kathy Adams, John J. Kulewicz, Jim Lynch, Heidi Munc, Todd Walter, and President Ukeme Awakessien Jeter

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

Pledge of Allegiance

The Pledge of Allegiance was led by Ms. Adams.

Consent Agenda

a. Approve City Council Meeting Minutes for May 13, 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: None

The motion carried.

Reports/Presentations

a. LinkUs Presentation by COTA President/CEO Monica Tellez-Fowler, COTA Sr. Director Kimberly Sharp, Central Ohio Greenways Program Manager Melinda Vonstein

Monica Tellez-Fowler introduced the team from COTA, including the City's COTA Representative, Shannon Tolliver. Ms. Sharp presented an update on COTA's Bus Rapid Transit project, LinkUS (attached hereto and incorporated herein as Exhibit A). A few efficiencies include access to the bus with an entrance flush with the sidewalk, multiple doors, prepaid tickets, faster and more reliable transit, and designated bus lanes. The project will include up to five rapid transit lines, which will offer 45% more service hours to the region. COTA will also increase on-demand transit options in central Ohio. Upper Arlington is in the Northwest BRT Corridor, which has 30% of all jobs in Franklin County. This corridor is expected to have 50% population growth by 2050. The average ridership from Upper Arlington is 244 trips per day. Ms. Vonstein discussed transit supportive infrastructure, which encompasses sidewalks, bikeways, and trails. If the ballot initiative passes in the fall, the region will see 500+ miles of additional sidewalks. MORPC is working with communities on priorities related to this initiative. Upper Arlington projects may include sidewalk gaps on Asbury, Kioka, Zollinger, North Star, and the heritage trail. Ms. Sharp discussed equitable transit-oriented development (EDOT) and strategy. These investments have a positive impact on growth and prosperity. The region is expected to increase by 1M people and having 1M additional cars will cause roadways to break down. If plans move forward this will be a levy on the November ballot.

Mr. Lynch supports this project to foster economic development and help with growth and traffic in the region. Ms. Munc asked about the plans for EDOT. Ms. Sharp stated this development will impact everywhere there are corridors. Other cities have seen great investments in the areas along them. Developers have brought in new mixed-use developments and they are in conversation with them. Affordable housing will be important as well.

Ms. Adams asked about resources for each community and if they will offer toolkits to guide them. Ms. Sharp confirmed there will be a toolkit for each community in the action plan. Ms. Adams asked if cities will provide their success stories afterward. Ms. Sharp confirmed and stated that Cleveland was a great case study as far as development. Vice President Close asked how MORPC is working with communities for funds such as the sidewalk gaps referenced. Ms. Vonstein confirmed that MORPC is working with communities on project funding to be prepared if the ballot initiative passes. Vice President Close asked how the partnerships works with COTA and MORPC. Ms. Sharp stated that there is a Memorandum of Understanding between the two organizations. MORPC will administer the program to work with local governments, but COTA will have the funds. They have an excellent marketing team and they are getting out into communities, giving presentations and visiting businesses on the potential routes. They conducted a business survey to determine transportation needs and will conduct another in a different area. The City Manager advised that COTA can share information but cannot campaign for the passage due to the ballot initiative rules.

Mr. Walter asked if in the renderings, the BRT lines will be replacing or changing the current road lines or will the right-of- way be extended. Ms. Sharp stated the goal is to remain inside the current ROW, but the bike lanes will need an extension in some areas. The goal is to provide 50% of routes as dedicated lanes, but the remaining 50% will be mixed traffic. Mr. Walter asked if there is data to show use of cars on the roadway. Ms. Sharp said extensive traffic studies are required. They are reviewing levels of service for all types of commuters since the street is being completely redesigned. Data shows that 3% of commuters were using transit and as development increases, ridership increases. The goal is for the service to be as fast as driving.

Mr. Kulewicz asked what criteria they will use to determine the sidewalk gaps, and what the investment will be. Ms. Vonstein said they are still working that out, but the idea is to fund full sidewalk construction within one mile of the transit lines.

President Awakessien Jeter asked about access, and how to get people from low opportunity areas to gain access to high opportunity areas. Ms. Sharp stated that hits right at the heart of LinkUS. For example, with the upcoming Intel development there is currently no transit link from Franklin County to Licking County. The Governor's office reached out to COTA to discuss a plan to get workers to jobs there. President Awakessien Jeter asked about nighttime service. Ms. Sharp stated that there used to be a night owl option which occurred at midnight, meaning final destinations leave at that time. That is now at 10:00 p.m., in part due to COVID. They are working on getting that back up to 11:00 p.m. and then midnight. There is an opportunity to have 24-hour service in some corridors. President Awakessien Jeter asked about automated options. Ms. Sharp said they need to be cognizant of the workforce. Some communities have tried driverless options but even if they implemented the option there would still be the need for a person managing the route. Ms. Sharp left Council with the final thought of "What happens if we don't do this?"

b. April Finance Director Report

The Finance Director presented the financials (attached hereto and incorporated herein as Exhibit B). He stated we are averaging a projected 4% growth. They will review and adjust projections mid-year as needed. On the final page of the report, he included a list of contracts above $25k, which was previously reported for $15k and above. Mr. Kulewicz asked about expenses compared to last year. Mr. Lewis said spending is down, but if an adjustment needs made then it will occur in the mid-year transfer. The Teamsters contract was just approved, so that is an example of a need to transfer for payroll. President Awakessien Jeter asked how they project for income tax revenue. Mr. Lewis said the actual is typically for November, so they project lower than actual due to December being so large. This year they increased projections a bit more aggressively.

Legislative Items for Second Reading/Public Hearing/Council Action

a. Ordinance No. 36-2024 - An ordinance authorizing the City Manager to enter into contract with Century Equipment, A Jerry Pate Company, for the purchase of equipment and amending appropriations

In order to comply with the Ohio Ethics Law, Mr. Kulewicz abstained from discussion on Ordinance No. 36-2024 and left the Council Chambers at 8:09 p.m.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 36-2024.

Vice President Close moved, seconded by Ms. Adams, to adopt Ordinance No. 36-2024.

President Awakessien Jeter then called for a vote on the motion to approve Ordinance No. 36-2024.

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

The motion carried.

After discussions were concluded, Mr. Kulewicz returned to the Council Chambers at 8:10 p.m.

Legislative Items for Second Reading/Public Hearing

a. Ordinance No. 37-2024 – An ordinance amending §155.13 - Miscellaneous Benefits of the Upper Arlington Code of Ordinances

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 37-2024.

President Awakessien Jeter advised the Third Reading/Public Hearing/Council Action is scheduled for June 3, 2024.

b. Ordinance No. 38-2024 – An ordinance amending §525.01 – Definitions and §525.02 – Unlawful Discriminatory Practices of the Upper Arlington Code of Ordinances

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 38-2024.

President Awakessien Jeter advised a Third Reading/Public Hearing on June 3, 2024, and Fourth Reading/Public Hearing/Council Action on June 10, 2024.

Legislative Items for First Reading/Public Hearing

a. Ordinance No. 40-2024 - An ordinance authorizing the City Manager to amend the contract with Pizzuti Solutions for Owner's Representative Services for the Bob Crane Community Center

In order to comply with the Ohio Ethics Law, Mr. Kulewicz abstained from discussion on Ordinance No. 40-2024 and left the Council Chambers at 8:15 p.m. For purposes of the presentation, Ordinance No. 40-2024 was moved to the top of this section.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 40-2024.

The Park Development and Arts Superintendent stated this amendment will cover the overall budget increase due to cost escalations from the original recommended budget, which was before COVID, as well as an increase in project duration.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for June 3, 2024.

After discussions were concluded, Mr. Kulewicz returned to the Council Chambers at 8:24 p.m. and was present for all further business.

b. Ordinance No. 39-2024 - An ordinance authorizing the City Manager to amend the contract with Elford, Inc. for Construction Manager at Risk Services for the Bob

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 39-2024.

The Park Development and Arts Superintendent presented a construction update on the Bob Crane Community Center (attached hereto and incorporated herein as Exhibit C). He stated they are in very good financial shape should unexpected expenses come up. They are at 55.9% project completion on billed funds.

Ms. Adams asked if there was a legal review of the GMP. Mr. Anderson confirmed that it relies on all the other terms of the original agreement and would remain the same. Mr. Lewis said as payments come in for the OSU lease, the general fund would be reimbursed. He estimated that it would be $5M in reimbursements, if not this year, then next. In response to Ms. Adams' question, the Parks and Recreation Director stated they do expect the e-sports revenue to exceed the cost of the technical support for it. She also stated there will be quarterly maintenance on the gym exercise equipment to help extend the life of the equipment.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for June 3, 2024.

c. Ordinance No. 41-2024 - An ordinance authorizing the City Manager to enter into contract with Esports Foundry 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. 41-2024.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for June 3, 2024.

d. Ordinance No. 42-2024 - An ordinance authorizing the City Manager to enter into contract with King Business Interiors for the purchase of furnishings 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. 42-2024.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for June 3, 2024.

e. Ordinance No. 43-2024 - An ordinance authorizing the City Manager to enter into contract with Design 2 Wellness for the purchase of fitness equipment 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. 43-2024.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action is scheduled for June 3, 2024.

Liquor Control

The City Clerk's Office received notice that an application for a liquor permit was submitted for La Loma Mexican Restaurant, 3051 Northwest Blvd., Upper Arlington, OH 43221.

President Awakessien Jeter advised there is no vote required for this item unless there is an objection. There were no objections to the permit.

City Manager Update

The City Manager provided no update.

Council Liaison Report

- Ms. Munc reported MORPC had a transportation meeting that detailed the 10-year plan with regards to sidewalks gaps, and Upper Arlington is in the vision.

* * *

There being no further business to come before City Council Mr. Kulewicz moved, seconded by Ms. Adams to adjourn the meeting.

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 9:14 p.m.

_____
President of Council

ATTEST: _____
City Clerk

Exhibit A

Link US
Moving our region. Together.

Creating faster, more reliable transit & expanding sidewalks, bikeways and trails in

CENTRAL OHIO

Upper Arlington City Council
May 20, 2024

THE CITY OF COLUMBUS
ANDREW J. GINTHER, MAYOR

COTA

MID-OHIO REGIONAL PLANNING COMMISSION MORPC

COLUMBUS PARTNERSHIP

INTRODUCTIONS

LINKUS TEAM

- Monica Tellez-Fowler – President/CEO, COTA
- Kimberly Sharp – Senior Director of Development, COTA
- Melinda Vonstein, Central Ohio Greenways Program Manager, Mid-Ohio Regional Planning Commission

LINKUS OVERVIEW

WHAT IS AND WHY LINKUS?

LinkUS is Central Ohio's comprehensive transportation initiative to help address growth, affordability and opportunity gaps in our community.

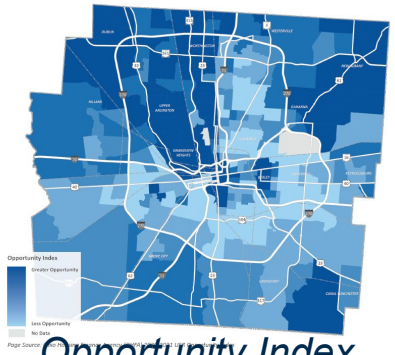
GROWTH

Nearly one million new neighbors expected by 2050.

AFFORDABILITY

$12,700/year spent on transportation in the average Central Ohio household. Median home sale price up 45% since 2020.

OPPORTUNITY GAPS



Opportunity Index
(lighter = less opportunity)

40,000 Franklin County households lack access to a personal vehicle. ⅓ of residents live in areas where opportunity has been disrupted by past practices and policies.

HOW?

FASTER, MORE RELIABLE PUBLIC TRANSPORTATION

+

SAFER AND EXPANDED BIKE AND PEDESTRIAN PATHS

+

WALKABLE COMMUNITIES, MORE AFFORDABLE ACCESS TO WORK, HOME, AND ENTERTAINMENT

MOVING OUR REGION FORWARD, TOGETHER

WHO WILL BENEFIT?

The entire COTA service area, including:

Franklin County and Portions of:
Delaware, Fairfield, Licking, and Union Counties

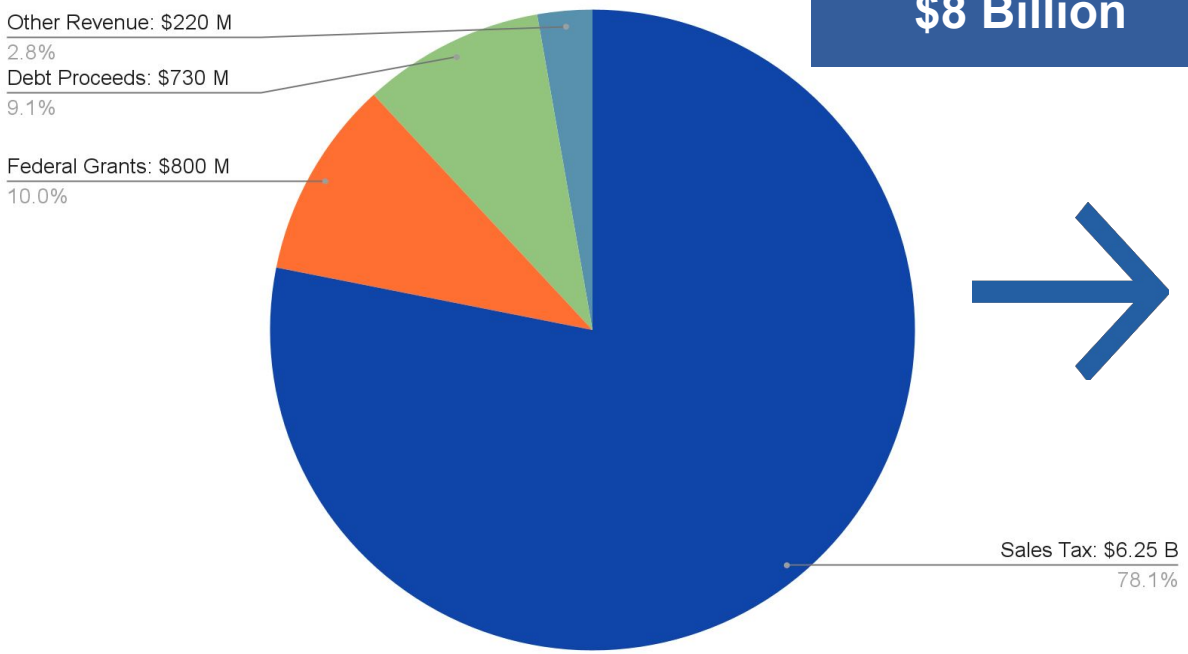
17 Cities
Bexley, Canal Winchester, Columbus, Dublin, Gahanna, Grandview Heights, Grove City, Groveport, Hilliard, New Albany, Obetz, Pickerington, Reynoldsburg, Upper Arlington, Westerville, Whitehall, and Worthington

9 Villages
Brice, Harrisburg, Lockbourne, Marble Cliff, Minerva Park, Riverlea, Urbancrest, and Valleyview

17 Townships
Blendon, Brown, Clinton, Franklin, Hamilton, Jackson, Jefferson, Madison, Marion, Mifflin, Norwich, Perry, Plain, Pleasant, Prairie, Sharon, Truro, and Washington

HISTORIC INFRASTRUCTURE INVESTMENTS

Overall Revenue
$8 Billion



Assumes adding a new **0.5% COTA sales tax** to the existing 0.5% COTA sales tax (likely fall of 2024)

= 1% permanent COTA sales tax

Consistent with investment levels in other regions

Leveraged to secure at least **$650 million** in federal funding

~$8 billion by 2050 and ~$2 billion in new revenue by 2030

BUS RAPID TRANSIT

IS HIGH CAPACITY WITH PREMIUM FEATURES AND AMENITIES

Level Boarding and Multi-Door Boarding

Off-Board Fare Collection

Dedicated Right-of-Way

Signal Priority and Intersection Control

Modern and Branded Vehicle Designs

Frequency and Capacity

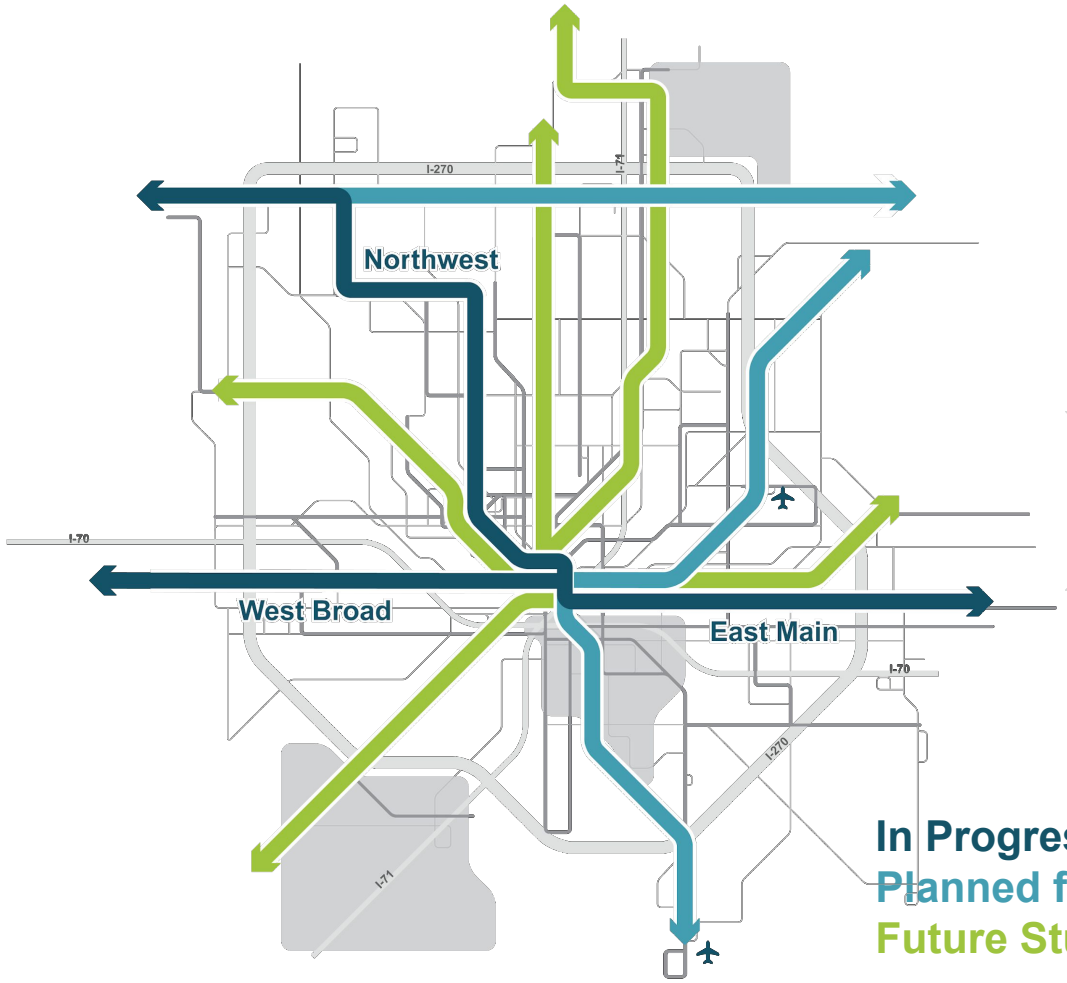
Enhanced Stations

Clean Energy

To learn more about the key elements of premium transit, go to www.linkuscolumbus.com and check out the LinkUS Framework strategy.

BENEFITS OF BUS RAPID TRANSIT

REGIONAL TRANSIT VISION



Existing Transit Service

+ **8** New COTA//Plus Zones

+ **14** New or Improved Transit Lines

+ **5** Rapid Transit Lines

= **45%** More Service Hours

In Progress

Planned for Near-term Study

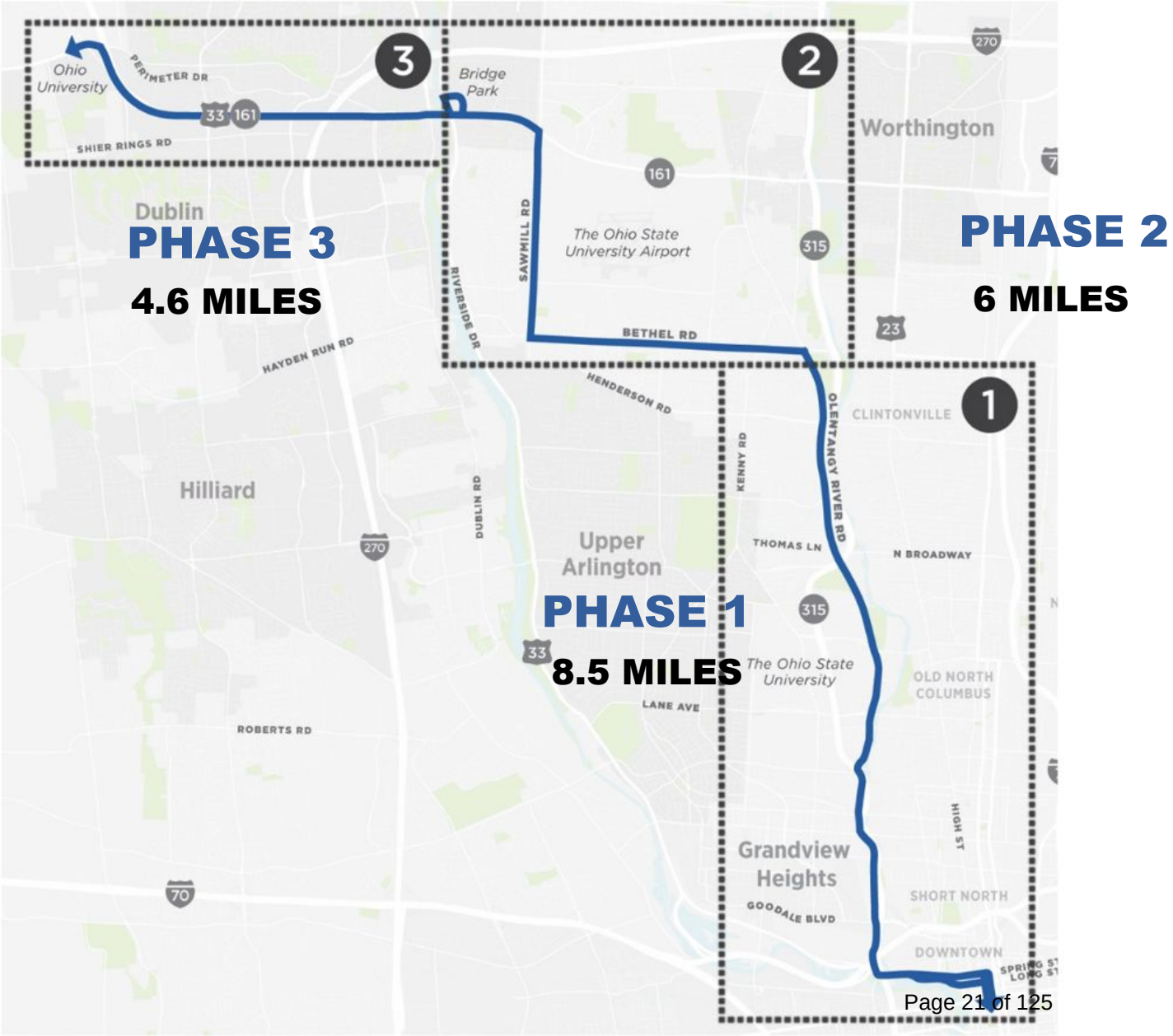
Future Study

INCREASING ON-DEMAND TRANSIT OPTIONS IN CENTRAL OHIO

LinkUS' recommended improvements include:

- Up to 8 new COTA//Plus zones by 2050
- Expansion of the Mainstream and Mainstream On-Demand services
- Additional vehicles to help with increased service
- COTA//Plus garages
- Other micro-mobility and Mainstream enhancements

NORTHWEST BRT CORRIDOR

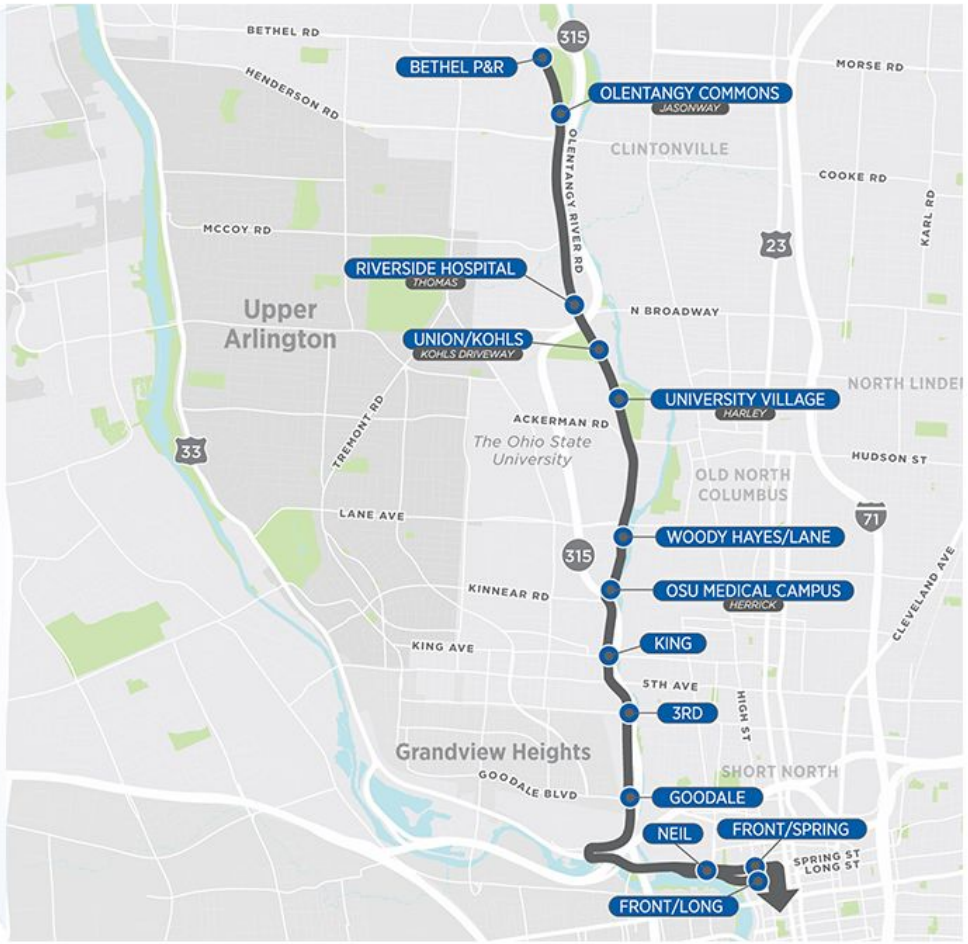


30% OF ALL JOBS IN FRANKLIN COUNTY

50% POPULATION GROWTH BY 2050

NORTHWEST BRT CORRIDOR

PHASE 1

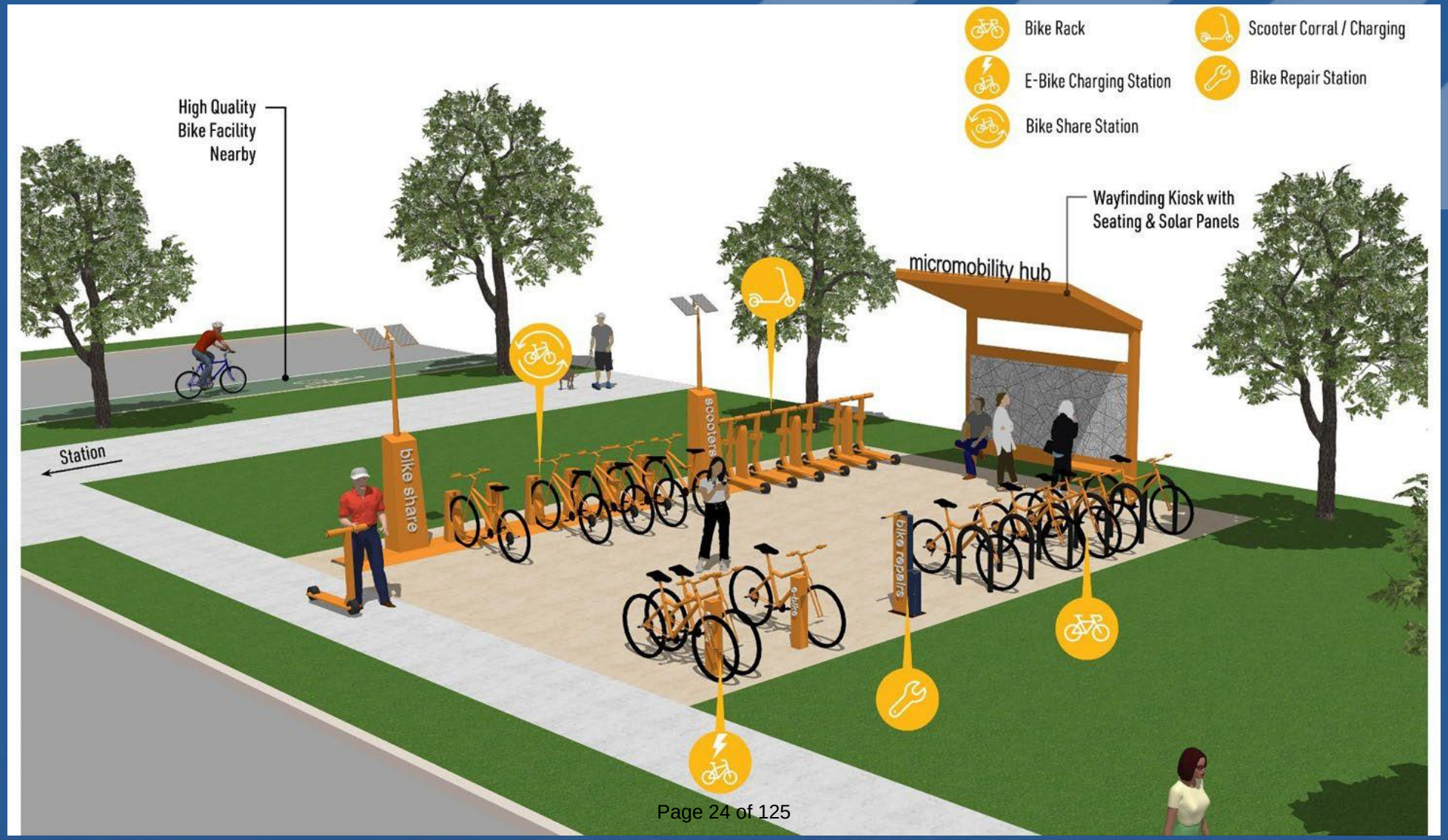


$188 MILLION

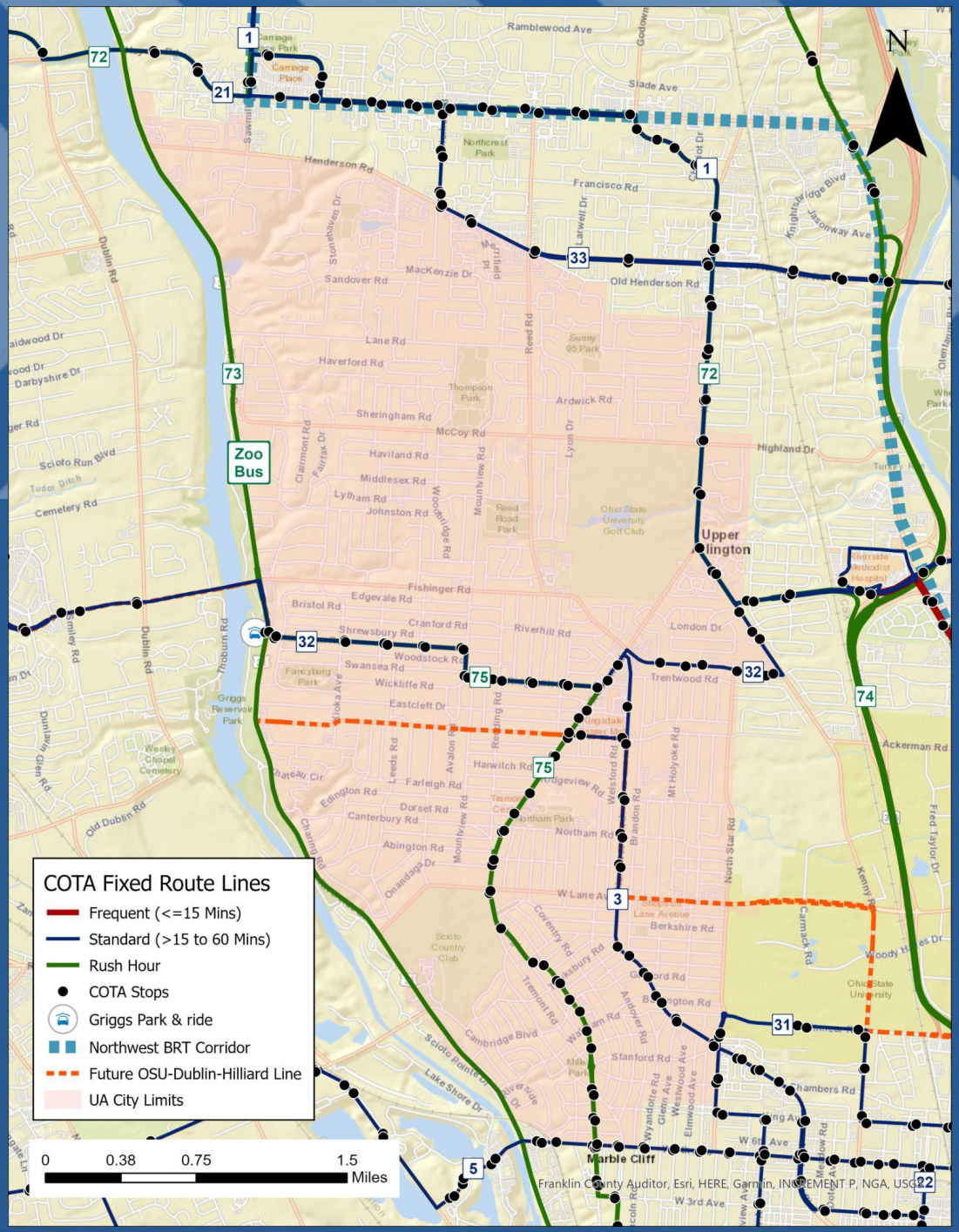
STATION IN CONTEXT

MICRO-MOBILITY HUB

PLAZA TYPE



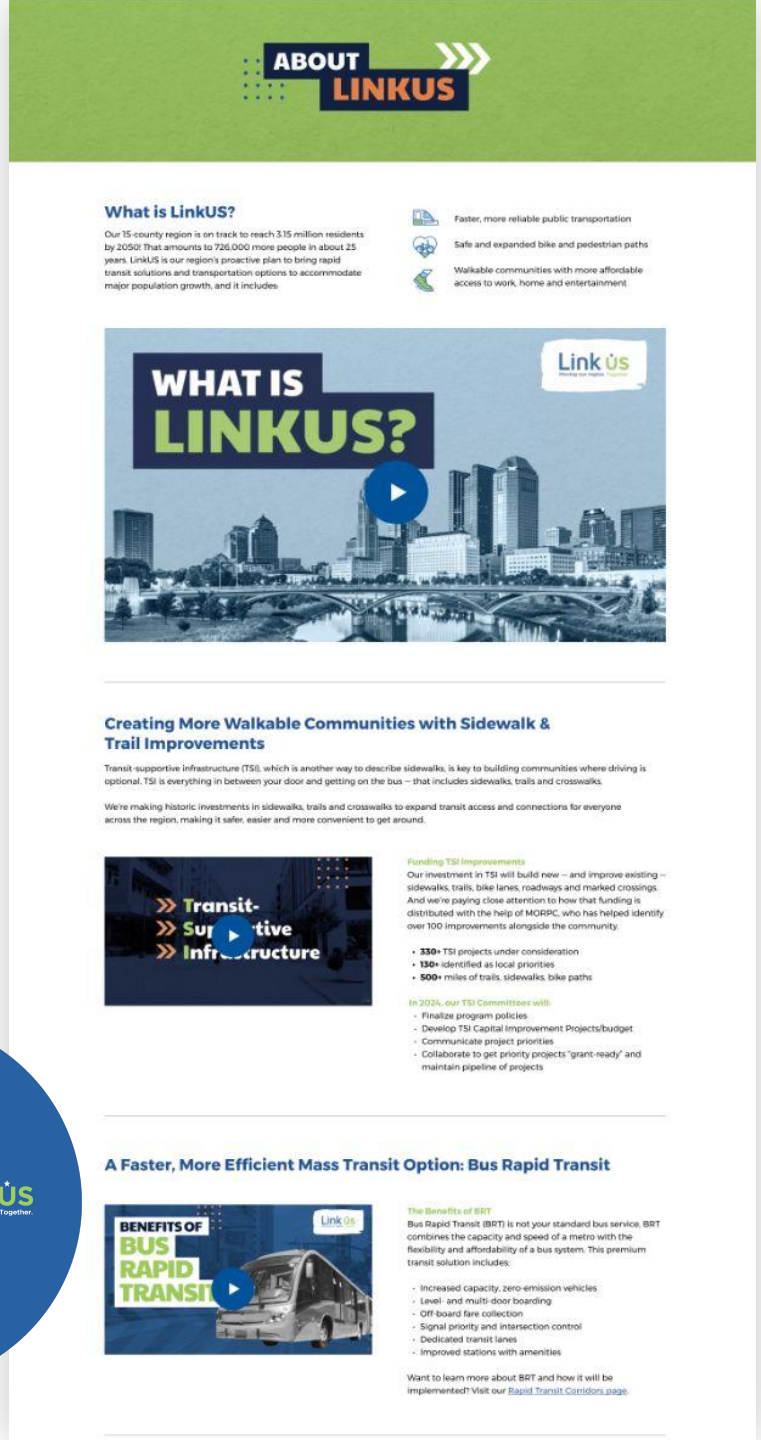
CURRENT AND PROPOSED COTA FIXED-ROUTE SERVICE IN UPPER ARLINGTON



MARKETING/ OUTREACH/ COMMUNICATION

May-November

- Video Series Completion
- Ramped-up Paid Media
- Continued Content Development
- Dedicated Pages and Corridor Updates
- Engagement and Support
- Elevate updated messaging and COTA's affiliation with LinkUS



COTA | Link US
Moving our region. Together.

SIDEWALKS, BIKEWAYS AND TRAILS

Transit Supportive Infrastructure (TSI)

SIDEWALKS, BIKEWAYS AND TRAILS

Safer and Expanded Bike and Pedestrian Paths

500+

Miles

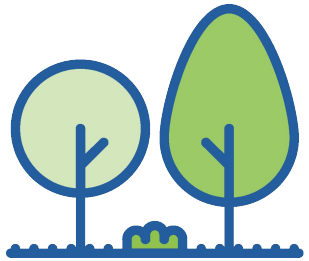
~$250

Million

Complete Street Roadway Investments

Sidewalks

Bikeways



Trails

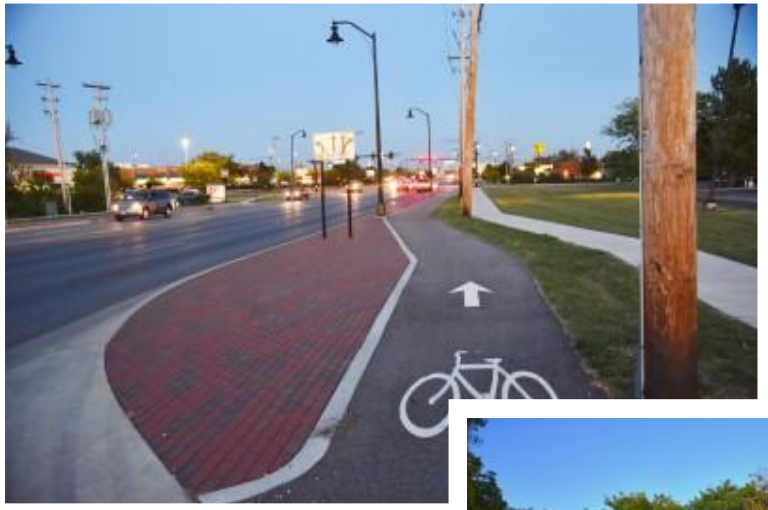
TRANSIT SUPPORTIVE INFRASTRUCTURE (TSI)

27.5%

Dedicated of the New 0.5% Sales Tax Collection

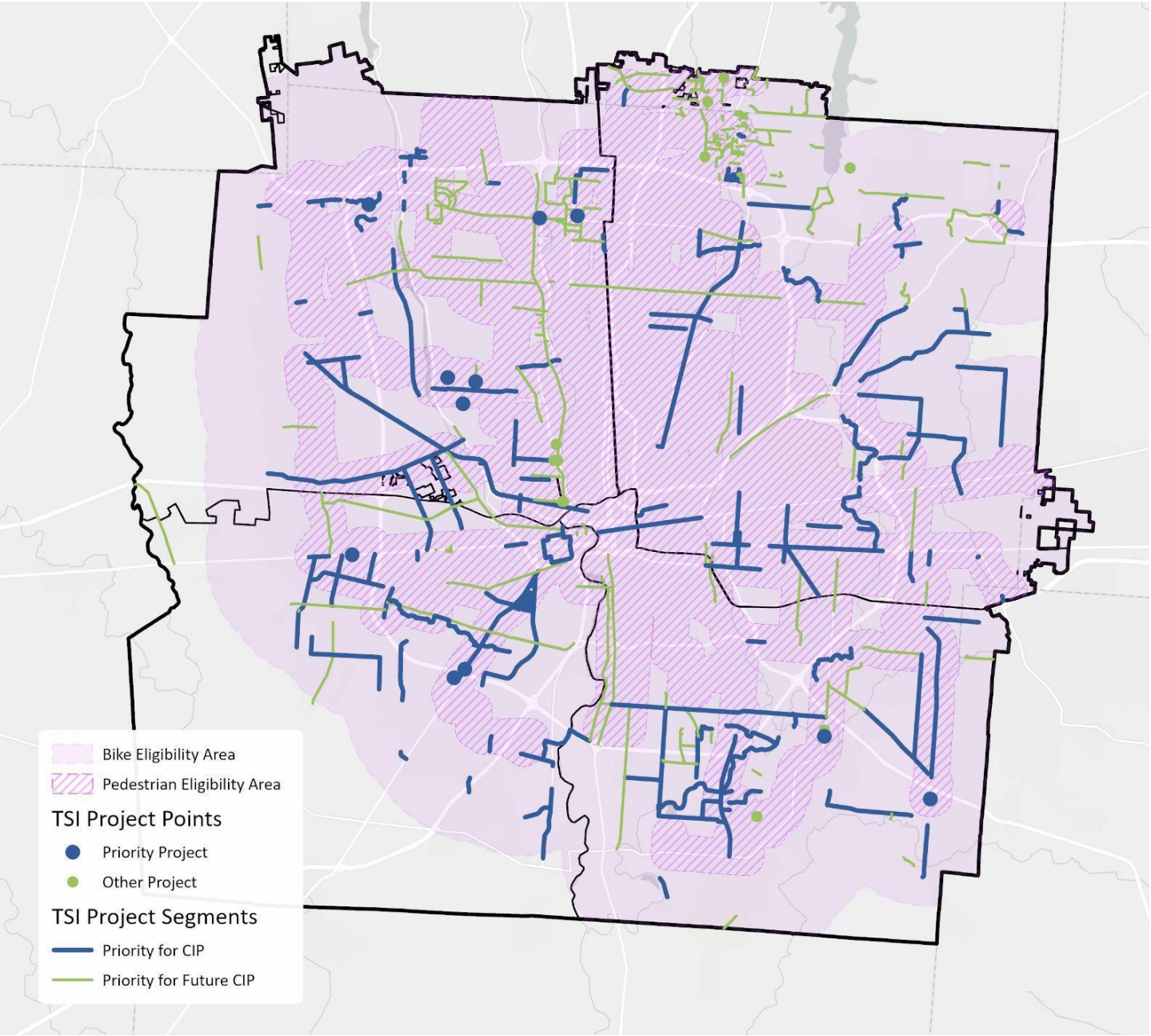
~$60M

Estimated Annual Collections Dedicated to Transit Supportive Infrastructure



TSI REGIONAL PRIORITIES

- 330+ projects under consideration
- 130+ identified as local priorities
- 360+ miles of trails, sidewalks, bike paths
- $500-700 M in total estimated project costs
- Collaborating to complete feasibility studies and cost estimates for conceptual projects



UPPER ARLINGTON PROJECTS

- Sidewalk Connections
  - Asbury Drive (Zollinger to Lane)
  - Kioka Avenue (Fishinger to Clinfton)
- Zollinger Road Improvements
  - Road Diet and Added Bike Lanes
- North Star Road Improvements
  - Shared Use Path
- Miscellaneous Sidewalk Gaps

MAKING INVESTMENTS TO BENEFIT ALL

Equitable Transit-Oriented Development (ETOD)

CENTRAL OHIO HOUSING LANDSCAPE

- The region needs **200,000** additional housing units to make up for the underbuilding in the last decade and accommodate the projected growth.

- Housing scarcity causes housing prices to rise both in the aggregate and most acutely near areas of opportunity.

- Impacts of the housing scarcity are being felt by families in our community today.

Central Ohio Housing

TRANSIT-ORIENTED DEVELOPMENT CASE STUDY

CLEVELAND HEALTHLINE

4.5

Number of miles on dedicated transit guideway

$200M

Total Cost

$25M

Amount of ODOT Funding

$9.5B+

Amount of economic development–$190 gained for every dollar spent on creating and launching the service

8,800+

Number of residential units built along Healthline

13,000

Number of jobs created along the Healthline

EQUITABLE TRANSIT-ORIENTED DEVELOPMENT (ETOD) STRATEGY

- **Preserves** existing housing, jobs, businesses and community resources.
- **Creates** new housing, business investments, jobs and amenities.
- **Ensures** affordable housing and access to opportunities, services and amenities for all residents.

Example:
Chicago, Illinois | **CTA Green Line**

Chicago's ETOD Policy Plan

ACHIEVING DESIRED OUTCOMES:

- Creating great places
- Increasing equitable access to opportunity
- Accommodating future growth in productive ways
- Improving economic vibrancy
- Shaping the future and reimagining the region for shared prosperity

NEXT STEPS

- Continue engagement of community, government, non-profit, and business stakeholders
- Continue corridor design and federal grants process
- COTA staff bring ballot language for board consideration (May)
- Equitable Transit-Oriented Development Action Plan (June)
- Plans for expanding sidewalks, bike paths and trails (August)
- COTA levy (November)

OUR REQUESTS

- Continue participating in the TSI Committee process to develop the capital improvement program
- Help your residents understand what's in it for them
  - A fact sheet has been customized for your community.
- Encourage your residents to sign up for the LinkUS e-newsletter and follow us
- Invite us to provide presentations, table at your community events and brief your organizations

STAY CONNECTED

OUTREACH TOOLKIT

- All informational videos
- Downloadable resources
- Media coverage
- Ways to stay connected for updates or get in contact with the team

Monthly Financial Report
As of April 2024

General Fund (101)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Income Tax	$ 32,096,900	$ 33,317,200	$ 11,056,431	$ 10,286,128	$ (770,303)	-6.97%
Real & Personal Property Tax	8,863,000	9,977,100	5,468,363	5,468,363	-	0.00%
All Other Operating Revenues	9,238,970	9,394,070	3,041,938	4,413,392	1,371,454	45.08%
Transfers/Advances In	3,235,500	3,235,500	756,240	756,240	-	0.00%
Total Revenues and Other Sources	53,434,370	55,923,870	20,322,972	20,924,123	601,151	**2.96%**
Obligations:						
Police Division	11,714,300	11,714,300	5,203,588	5,017,317	186,271	3.58%
Fire Division	11,669,300	11,669,300	4,006,767	3,719,016	287,751	7.18%
Board of Health	388,600	388,600	24,427	24,427	-	0.00%
Parks and Recreation	5,834,500	5,834,500	2,302,729	2,250,022	52,707	2.29%
Community Development	1,531,000	1,531,000	769,019	716,677	52,342	6.81%
Public Service Administration	1,260,600	1,260,600	465,705	452,869	12,836	2.76%
Public Works	1,483,200	1,483,200	432,600	367,917	64,683	14.95%
City Manager	1,917,600	1,917,600	762,300	710,614	51,686	6.78%
City Attorney	934,200	934,200	301,975	252,033	49,942	16.54%
City Clerk	304,000	304,000	95,000	87,580	7,420	7.81%
City Council	150,800	150,800	62,833	60,964	1,869	2.97%
Finance	1,490,600	1,490,600	594,888	546,580	48,308	8.12%
Facilities Maintenance	3,068,400	3,068,400	826,250	661,474	164,776	19.94%
Information Technology	1,931,200	1,931,200	769,593	724,541	45,052	5.85%
General Administration	3,490,000	3,490,000	1,490,333	1,465,004	25,329	1.70%
Transfers/Advances Out	4,174,200	4,174,200	-	-	-	0.00%
Total Obligations	51,342,500	51,342,500	18,108,007	17,057,035	1,050,972	**5.80%**
Excess of Revenue and Other Sources over Obligations:	2,091,870	4,581,370	2,214,965	3,867,088		
Total Beginning Fund Balance	34,761,336	34,761,336	34,761,336	34,761,336		
Anticipated Appropriation Lapses	1,415,000	1,415,000	-	-		
Total Ending Fund Balance	**$ 38,268,206**	**$ 40,757,706**	**$ 36,976,301**	**$ 38,628,424**	**$ 1,652,123**	**4.47%**

Capital Asset Management Fund (102)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Income Tax	$ 12,482,200	$ 12,956,700	$ 4,299,723	$ 3,999,907	$ (299,816)	-6.97%
Total Revenues and Other Sources	**12,482,200**	**12,956,700**	**4,299,723**	**3,999,907**	**(299,816)**	**-6.97%**
Obligations						
Transfers/Advances Out	9,776,200	9,776,200	-	-	-	0.00%
Total Obligations	**9,776,200**	**9,776,200**	**-**	**-**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	2,706,000	3,180,500	4,299,723	3,999,907		
Beginning Fund Balance	20,368,117	20,368,117	20,368,117	20,368,117		
Ending Fund Balance	**$ 23,074,117**	**$ 23,548,617**	**$ 24,667,840**	**$ 24,368,024**	**$ (299,816)**	**-1.22%**

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Capital Equipment Fund (106)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Real & Personal Property Tax	$ 1,127,730	$ 1,279,960	$ 639,980	$ 695,804	$ 55,824	0.00%
Homestead & Rollbacks	150,270	170,140	85,070	85,030	(40)	0.00%
Transfers In	240,000	240,000	-	-	-	0.00%
Total Revenues and Other Sources	**1,518,000**	**1,690,100**	**725,050**	**780,834**	**55,784**	**0.00%**
Obligations						
Capital Equipment	1,311,900	1,311,900	893,973	893,973	-	0.00%
Total Obligations	**1,311,900**	**1,311,900**	**893,973**	**893,973**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	206,100	378,200	(168,923)	(113,139)		
Beginning Fund Balance	867,861	867,861	867,861	867,861		
Ending Fund Balance	**$ 1,073,961**	**$ 1,246,061**	**$ 698,938**	**$ 754,722**	**$ 55,784**	**7.98%**

Street Maintenance and Repair Fund (207)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Gasoline Taxes	$ 1,800,000	$ 1,800,000	$ 602,802	$ 582,797	$ (20,005)	-3.32%
Motor Vehicle License Taxes	450,000	450,000	139,200	153,399	14,199	10.20%
All Other Operating Revenues	23,000	23,000	4,853	19,392	14,539	299.59%
Total Revenues and Other Sources	**2,273,000**	**2,273,000**	**746,855**	**755,588**	**8,733**	**1.17%**
Obligations						
Public Service Administration	883,000	883,000	275,938	250,021	25,917	9.39%
Public Works	1,463,700	1,463,700	500,913	449,501	51,412	10.26%
Total Obligations	**2,346,700**	**2,346,700**	**776,851**	**699,522**	**77,329**	**9.95%**
Excess of Revenue and Other Sources over Obligations:	(73,700)	(73,700)	(29,996)	56,066		
Beginning Fund Balance	1,654,072	1,654,072	1,654,072	1,654,072		
Ending Fund Balance	**$ 1,580,372**	**$ 1,580,372**	**$ 1,624,076**	**$ 1,710,138**	**$ 86,062**	**5.30%**

Bonded Improvement Fund (402)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
All Other Operating Revenues	600,000	600,000	600,000	1,264,514	664,514	110.75%
Total Revenues and Other Sources	**600,000**	**600,000**	**600,000**	**1,264,514**	**664,514**	**110.75%**
Obligations						
Capital Improvements - CIP	13,605,700	13,605,700	12,647,282	12,647,282	-	0.00%
Total Obligations	**13,605,700**	**13,605,700**	**12,647,282**	**12,647,282**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	(13,005,700)	(13,005,700)	(12,047,282)	(11,382,768)		
Beginning Fund Balance	18,241,845	18,241,845	18,241,845	18,241,845		
Ending Fund Balance	**$ 5,236,145**	**$ 5,236,145**	**$ 6,194,563**	**$ 6,859,077**	**$ 664,514**	**10.73%**

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Infrastructure Improvement Fund (404)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
All Other Operating Revenues	$ 7,937,000	$ 7,937,000	$ 925,983	$ 752,374	$ (173,609)	-18.75%
Transfers In	3,250,000	3,250,000	-	-	-	0.00%
Total Revenues and Other Sources	11,187,000	11,187,000	925,983	752,374	(173,609)	**-18.75%**
Obligations						
Capital Improvements - CIP	12,308,400	12,308,400	8,842,785	8,842,785	-	0.00%
Capital Improvements - Community Center/Office	2,800,000	2,800,000	523,332	523,332	-	0.00%
Total Obligations	**15,108,400**	**15,108,400**	**9,366,117**	**9,366,117**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	(3,921,400)	(3,921,400)	(8,440,134)	(8,613,743)		
Beginning Fund Balance	11,601,775	11,601,775	11,601,775	11,601,775		
Ending Fund Balance	**$ 7,680,375**	**$ 7,680,375**	**$ 3,161,641**	**$ 2,988,032**	**$ (173,609)**	**-5.49%**

Solid Waste Management Fund (710)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 3,800,000	$ 3,800,000	$ 1,854,060	$ 1,945,797	$ 91,737	4.95%
All Other Operating Revenues	151,250	151,250	69,678	71,383	1,705	2.45%
Total Revenues and other sources	**3,951,250**	**3,951,250**	**1,923,738**	**2,017,180**	**93,442**	**4.86%**
Obligations						
Public Works	4,112,200	4,112,200	1,559,400	1,485,680	73,720	4.73%
Total Obligations	**4,112,200**	**4,112,200**	**1,559,400**	**1,485,680**	**73,720**	**4.73%**
Excess of Revenue and Other Sources over Obligations:	(160,950)	(160,950)	364,338	531,500		
Beginning Fund Balance	1,449,715	1,449,715	1,449,715	1,449,715		
Ending Fund Balance	**$ 1,288,765**	**$ 1,288,765**	**$ 1,814,053**	**$ 1,981,215**	**$ 167,162**	**9.21%**

Water Surcharge Fund (720)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 792,000	$ 792,000	$ 231,533	$ 259,755	$ 28,222	12.19%
Total Revenues and other sources	**792,000**	**792,000**	**231,533**	**259,755**	**28,222**	**12.19%**
Obligations						
Public Works	442,300	442,300	132,146	108,920	23,226	17.58%
Capital Improvements	452,000	498,000	497,805	497,805	-	0.00%
Transfers Out (including intra-city services)	100,000	100,000	1,917	1,917	-	0.00%
Total Obligations	**994,300**	**1,040,300**	**631,868**	**608,642**	**23,226**	**3.68%**
Excess of Revenue and Other Sources over Obligations:	(202,300)	(248,300)	(400,335)	(348,887)		
Beginning Fund Balance	1,771,114	1,771,114	1,771,114	1,771,114	-	
Ending Fund Balance	**$ 1,568,814**	**$ 1,522,814**	**$ 1,370,779**	**$ 1,422,227**	**$ 51,448**	**3.75%**

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Sanitary Sewer Surcharge Fund (730)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 1,175,000	$ 1,175,000	$ 348,938	$ 408,205	$ 59,267	16.98%
All Other Operating Revenues	1,500	1,500	1,142	1,142	-	0.00%
Total Revenue	**1,176,500**	**1,176,500**	**350,080**	**409,347**	**59,267**	**16.93%**
Obligations						
Public Works	934,700	934,700	329,356	292,998	36,358	11.04%
Capital Improvements	630,000	630,000	-	-	-	0.00%
Capital Equipment	347,500	347,500	56,746	56,746	-	0.00%
Transfers Out (including intra-city services)	27,600	27,600	7,973	7,973	-	0.00%
Total Obligations	**1,939,800**	**1,939,800**	**394,075**	**357,717**	**36,358**	**9.23%**
Excess of Revenue and Other Sources over Obligations:	(763,300)	(763,300)	(43,995)	51,630		
Beginning Fund Balance (**)	3,007,693	3,007,693	3,007,693	3,007,693		
Ending Fund Balance	**$ 2,244,393**	**$ 2,244,393**	**$ 2,963,698**	**$ 3,059,323**	**$ 95,625**	**3.23%**

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	$ 375,353	$ 384,504	$ 9,151	2.44%
Investment Earnings	40,000	40,000	34,397	34,397	-	0.00%
Miscellaneous income	-	-	-	4	4	100.00%
Total Revenues and other sources	**793,000**	**793,000**	**409,750**	**418,905**	**9,155**	**2.23%**
Obligations						
Public Works	719,400	719,400	258,590	217,325	41,265	15.96%
Capital Equipment	287,500	287,500	-	-	-	0.00%
Transfers Out (including intra-city services)	77,700	77,700	5,287	5,287	-	0.00%
Total Obligations	**1,084,600**	**1,084,600**	**263,877**	**222,612**	**41,265**	**15.64%**
Excess of Revenue and Other Sources over Obligations:	(291,600)	(291,600)	145,873	196,293		
Beginning Fund Balance (**)	2,565,637	2,565,637	2,565,637	2,565,637		
Ending Fund Balance	**$ 2,274,037**	**$ 2,274,037**	**$ 2,711,510**	**$ 2,761,930**	**$ 50,420**	**1.86%**

Swimming Pool Fund (750)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 1,013,800	$ 1,013,800	$ 146,418	$ 106,613	$ (39,805)	-27.19%
Total Revenues and other sources	**1,013,800**	**1,013,800**	**146,418**	**106,613**	**(39,805)**	**-27.19%**
Obligations						
Parks and Recreation	1,054,700	1,054,700	182,470	174,632	7,838	4.30%
Total Obligations	**1,054,700**	**1,054,700**	**182,470**	**174,632**	**7,838**	**4.30%**
Excess of Revenue and Other Sources over Obligations:	(40,900)	(40,900)	(36,052)	(68,019)		
Beginning Fund Balance	344,087	344,087	344,087	344,087		
Ending Fund Balance	**$ 303,187**	**$ 303,187**	**$ 308,035**	**$ 276,068**	**$ (31,967)**	**-10.38%**

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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	$ 37,085,663	$ 20,924,123	$ 15,703,167	$ 42,306,619	14.1%
Capital Asset Management	20,368,117	3,999,907	1	24,368,023	19.6%
Police Pension	1,167,500	468,500	141,946	1,494,054	28.0%
Fire Pension	1,167,500	468,500	141,946	1,494,054	28.0%
Self Insurance	1,003,601	38,773	13,545	1,028,829	2.5%
Capital Equipment	2,129,559	780,834	1,095,583	1,814,810	-14.8%
Police & Fire Pension	1,736,091	794,878	472,348	2,058,621	18.6%
Technology Fund	530,105	49,081	75,207	503,979	-4.9%
Tax Incentive Review Fund	1,270	-	-	1,270	0.0%
Street Maintenance and Repair Fund	1,795,847	755,588	732,018	1,819,417	1.3%
EMS Billing Fund	701,619	120,563	75,442	746,740	6.4%
Law Enforcement	453,163	30,564	87,973	395,754	-12.7%
Tree Planting Fund	49,640	34,290	-	83,930	69.1%
Enforcement Education	20,849	285	154	20,980	0.6%
Mayor's Court Computer	40,010	2,376	-	42,386	5.9%
Mayor's Court Special Project	156,791	7,902	-	164,693	5.0%
Local Fiscal Recovery Fund	2,450,228	-	-	2,450,228	0.0%
OneOhio Opioid Fund	53,506	3,815	2,751	54,570	2.0%
Economic Development	1,860,151	-	5,300	1,854,851	-0.3%
Arlington Centre TIF Fund	142,294	12,462	141	154,615	8.7%
Tremont Road TIF Fund	15,415	-	-	15,415	0.0%
Lane Avenue Mixed Use TIF Fund	638,001	728,213	325,355	1,040,859	63.1%
Lane Avenue TIF Fund	443,876	46,977	530	490,323	10.5%
Arlington Crossing TIF Fund	1,359,099	72,514	1,313	1,430,300	5.2%
Horizon TIF Fund	1,331,468	261,927	6,155	1,587,240	19.2%
Kingsdale West TIF Fund	439,920	40,046	452	479,514	9.0%
Kingsdale CORE TIF Fund	823,957	515,875	291,214	1,048,618	27.3%
Civil Service	72,800	-	8,840	63,960	-12.1%
Riverside North TIF Fund	18,976	1,399	16	20,359	7.3%
Riverside South TIF Fund	281,445	21,704	245	302,904	7.6%
W. Lane Northwest TIF Fund	17,157	-	-	17,157	0.0%
Lane II TIF Fund	1,188,865	645,335	126,598	1,707,602	43.6%
Kingsdale Center TIF Fund	756,632	542,956	754,367	545,221	-27.9%
Gateway TIF Fund	21,561	221,663	90	243,134	1027.7%
Neighborhood Lighting Utility	282,103	35,412	11,982	305,533	8.3%
Clerk of Courts Fund	20,135	2,376	4,285	18,226	-9.5%
UA Visitor's Bureau Fund	531,953	35,763	1	567,715	6.7%
General Bond Retirement	2,605,287	4,417	112,941	2,496,763	-4.2%
Bonded Improvements	65,561,099	1,264,514	18,957,393	47,868,220	-27.0%
Infrastructure Improvement Fund	24,655,170	752,374	1,609,015	23,798,529	-3.5%
Estate Tax Fund	25,373	-	22,761	2,612	-89.7%
Community Fiber Optic Fund	345,281	195,516	14,517	526,280	52.4%
Employee Benefit	1,434,410	2,048,192	2,085,399	1,397,203	-2.6%
BWC Administration Fund	1,216,593	116,578	103,161	1,230,010	1.1%
Solid Waste Management	1,793,773	2,017,180	1,331,954	2,478,999	38.2%
Water Surcharge	1,896,891	259,755	83,015	2,073,631	9.3%
Sanitary Sewer Surcharge	3,065,235	409,347	383,966	3,090,616	0.8%
Stormwater Management	3,295,610	418,905	236,458	3,478,057	5.5%
UA Swimming Pools	363,048	106,613	95,192	374,469	3.1%
Unclaimed Funds	7,814	201	-	8,015	2.6%
Revolving Fund	39,331	588,180	20,567	606,944	1443.2%
Construction Withholding	2,091,712	1,329,212	1,298,999	2,121,925	1.4%
Payroll Clearing Fund	557,720	12,525,366	12,560,420	522,666	-6.3%
Totals (ROUNDED)	**$ 190,111,214**	**$ 53,700,952**	**$ 58,994,724**	**$ 184,817,442**	***ROUNDED TOTALS***

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Income Tax Comparisons

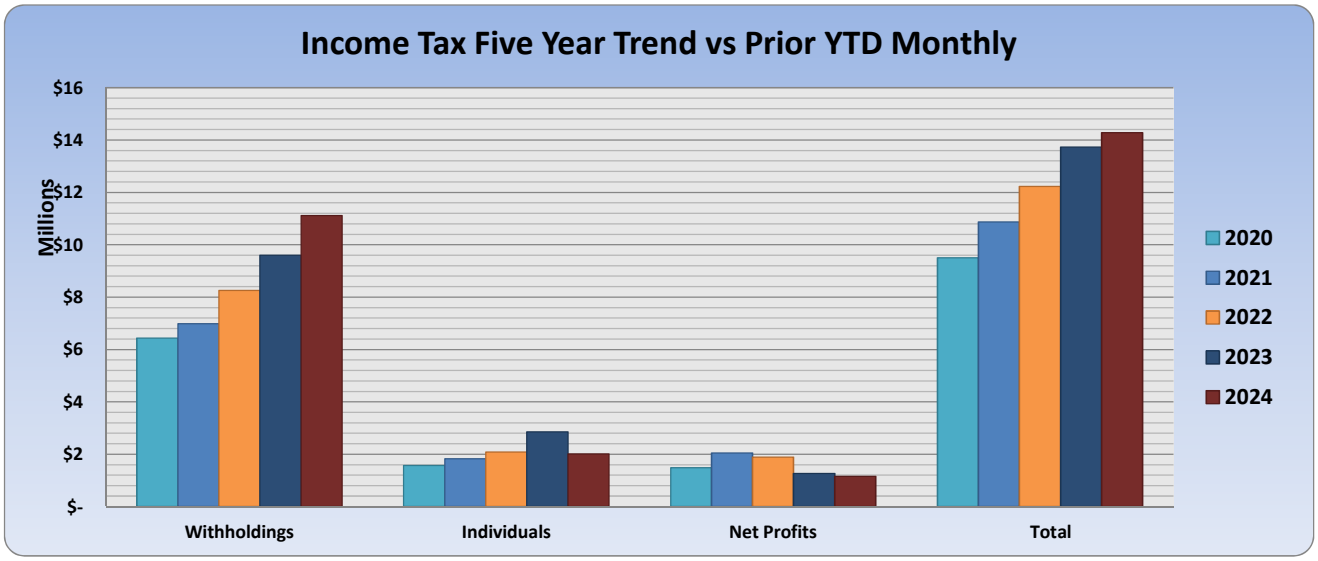
	Projections	Year to date	Difference	% Difference
Withholdings	$ 10,537,947	$ 11,114,796	$ 576,849	5.47%
Individuals	2,828,978	2,015,406	(813,572)	-28.76%
Net Profits	2,041,146	1,155,833	(885,313)	-43.37%
Total	$ 15,408,071	$ 14,286,035	$ (1,122,036)	-7.28%

Income Tax Five Year Comparison

	2020	2021	2022	2023	2024
Withholdings	$ 6,434,847	$ 6,990,788	$ 8,252,136	$ 9,600,895	$ 11,114,796
Individuals	1,575,297	1,833,640	2,084,788	2,856,896	2,015,406
Net Profits	1,490,750	2,051,720	1,885,543	1,272,356	1,155,833
Total	$ 9,500,894	$ 10,876,148	$ 12,222,467	$ 13,730,147	$ 14,286,035

Percentage Increase (Decrease) From Prior Year

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Withholdings	7.72%	8.64%	18.04%	16.34%	15.77%
Individuals	-6.65%	16.40%	13.70%	37.04%	-29.45%
Net Profits	32.93%	37.63%	-8.10%	-32.52%	-9.16%
Total	8.18%	14.47%	12.38%	12.34%	4.05%



Interest & Investment Income

Apr-24

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		11,760,691.18					$ 11,760,691.18
Federal Agency		46,932,068.77		(998,900.00)			$ 45,933,168.77
United States Treas NTS		14,935,985.37					$ 14,935,985.37
Total Bonds		$ 75,557,791.32	$ -	$ (998,900.00)	$ -	$ -	$ 74,558,891.32
Short Term Fixed Maturity Commercial Paper		5,815,404.58	1,235,431.08				$ 7,050,835.66
Other Assets (Savings Cert - Market Traded)		$ 3,196,847.55					$ 3,196,847.55
Bond and Investments:							
2022							
	Federal Agency	4,237,677.33					$ 4,237,677.33
	Corporate / General Investments	1,057,111.00					$ 1,057,111.00
	Short Term Fixed Maturity Commercial Paper	-					$ -
	United States Treas NTS	1,376,789.22		(573,673.28)			$ 803,115.94
Community Center							
	Federal Agency	12,716,349.71					$ 12,716,349.71
	US Government Bonds	5,878,713.10		(2,811,297.28)			$ 3,067,415.82
Total Bonds & Investments		$ 109,836,683.81	$ 1,235,431.08	$ (4,383,870.56)	$ -	$ -	$ 106,688,244.33
Money Markets:	General	206,739.32	(1,235,431.08)	980,200.00		117,695.79	$ 69,204.03
	Community Center	732,321.09		2,885,000.00	(2,885,000.00)	68,661.76	$ 800,982.85
	Bond 2020 & 2022	549,728.74		596,000.00	(596,000.00)	18,963.84	$ 568,692.58
Total Money Markets		$ 1,488,789.15	$ (1,235,431.08)	$ 4,461,200.00	$ (3,481,000.00)	$ 205,321.39	$ 1,438,879.46
Star Ohio:	General Investment	35,808,610.50			1,063,583.09	171,068.74	$ 37,043,262.33
	Bond Proceeds	13,606,297.55		596,000.00	(300,201.52)	60,441.25	$ 13,962,537.28
	Federal ARPA (Gen. Inv.)	2,306,704.75			(10,672.07)	10,321.86	$ 2,306,354.54
	Gateway	983,180.27				4,409.66	$ 987,589.93
	Kingsdale	975,436.85			(752,709.50)	2,685.81	$ 225,413.16
	Community Center	10,062,799.61		2,885,000.00		45,564.89	$ 12,993,364.50
	Office (Comm. Center)	7,106,210.20				31,872.08	$ 7,138,082.28
	Total STAR Ohio	$ 70,849,239.73	$ -	$ 3,481,000.00	$ -	$ 326,364.29	$ 74,656,604.02
	Total Investments	$ 182,174,712.69	$ -	$ 3,558,329.44	$ (3,481,000.00)	$ 531,685.68	$ 182,783,727.81
	NW Huntington Bank	$ 808,759.94					$ 2,033,720.80
	Total Cash & Investments	$ 182,983,472.63					$ 184,817,448.61

ITEMS PURCHASED BETWEEN $25,000 & $150,000 APRIL 2024

DATE	VENDOR	DESCRIPTION	AMOUNT
4-2-24	Safebuilt Ohio	Building & electrical inspections	$30,000.00
4-7-24	BBCO Design LLC	Facilities General Architectural Services	$113,000.00
4-16-24	Shelly Materials	Asphalt	$30,000.00
4-16-24	Bound Tree Medical	EMS Inventory Software	$60,000.00
4-16-24	Core & Main	Fire Hydrant Parts	$43,963.75
4-18-24	RAP Management	Asphalt Supplier	$40,000.00
4-24-24	Montrose Group LLC	Economic Development Consulting	$52,000.00

QUALITY BASED SELECTION CONSULTANTS – APRIL 2024

DATE	VENDOR	DESCRIPTION	AMOUNT

NOTIFICATION OF CHANGE ORDERS: NON-CONSTRUCTION, CITY MANAGER APPROVAL APRIL 2024

DATE	VENDOR	DESCRIPTION	CHANGE ORDER AMOUNT	New Total

GRANTS APRIL 2024

DATE	ORGANIZATION	DESCRIPTION	AMOUNT

BOB CRANE
COMMUNITY CENTER

Construction Update

& Old Bag of Nails PUB

Current Ordinances

FF&E

- Loose Furnishings
- Fitness Equipment
- E-Sports Support Services (Replace Previous)

OSU Tenant Improvements

Owner’s Representative Contract Extension

Contingency Funds

Project Completion 55.90%

Owner Contingency Remaining* 46.03%
$889.5K

Construction Contingency Remaining 80.55%
$648.5K

*Includes Unused Allowances and Buy Out Savings

IT/FF&E Budget

Items that have been bid/purchased

Network Equipment: $219,188
E-sports Buildout: $74,670
Fitness Equipment: $766,418
Furnishings: $1,115,710
Play Structure: $250,000

Future Items

Building Information Displays: $28,028
Staff Tech. (PCs, Phones, etc.): $22,050
Cell Signal/Radio Boosters: $120,276
Safety (AED's, Fire Extinguishers): $15,280
Equipment (Appliances, etc.): $42,750

Original IT/FF&E Budget: **$2,500,000**
Current Estimate: **$2,654,369**

$171,103 in Contingency for Furnishings and Fitness Equipment
$431,099 in Cardio Equipment Originally Budgeted as an Operating Lease

Community Center Project Budget

02/2023 Update to Council (GMP) = $85mm

Current Estimate = $83mm (97.6%)

FLOOR 1

CAFE

LG-02

T-13

T-03

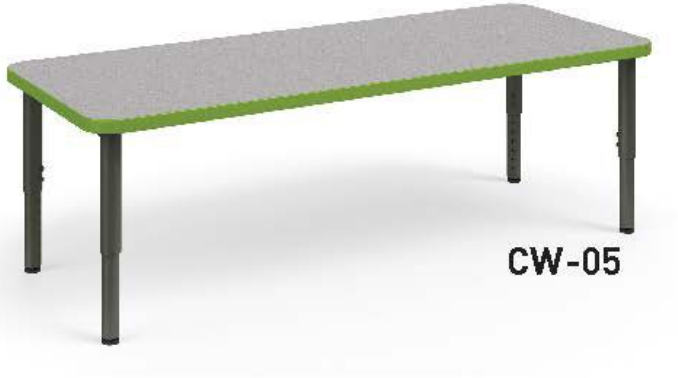
CH-04

LG-03

BS-01

Furnishings

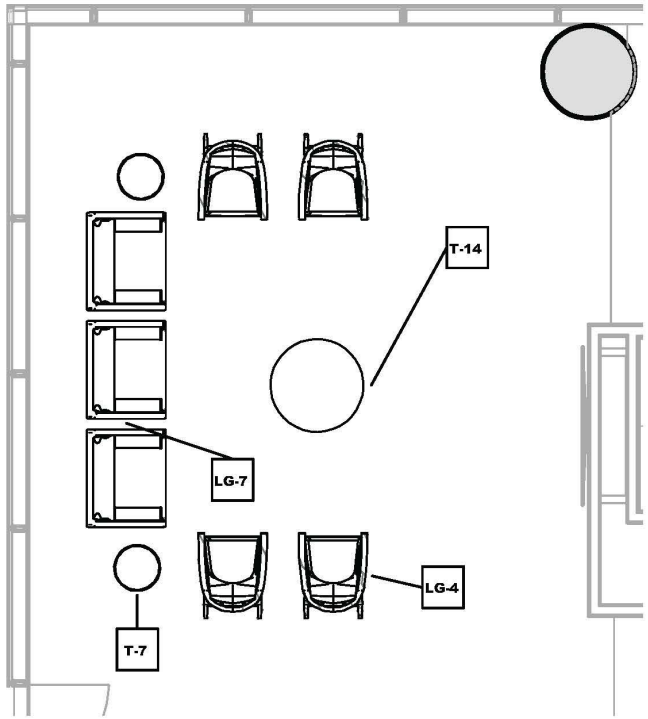
FLOOR 1
CHILDWATCH



Furnishings

FLOOR 2

SENIOR LOUNGE



LG-07

T-07

T-14

LG-04

Furnish

FLOOR 5
PREFUNCTION

LG-08

T-07

LG-01

BS-03

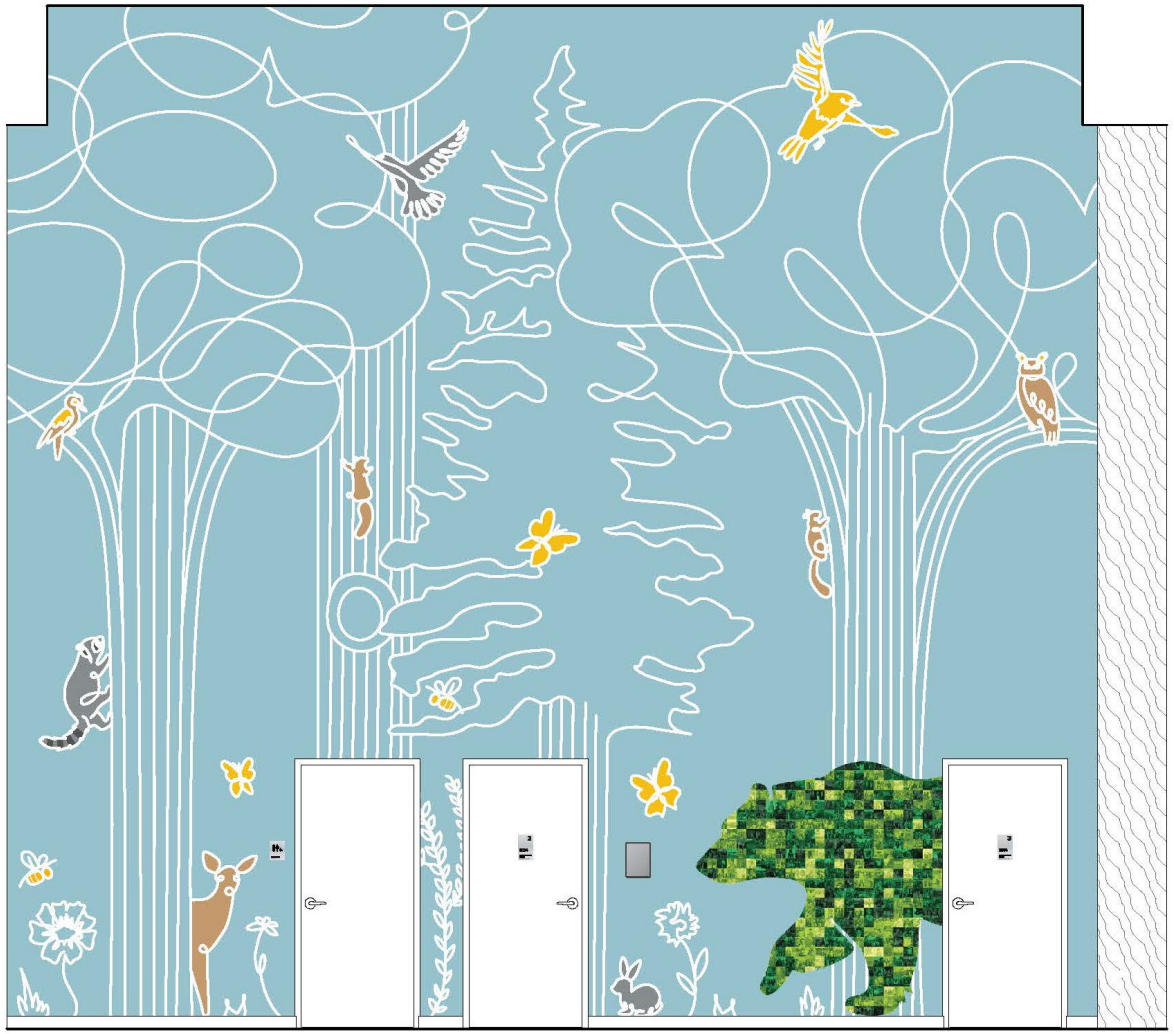
T-15

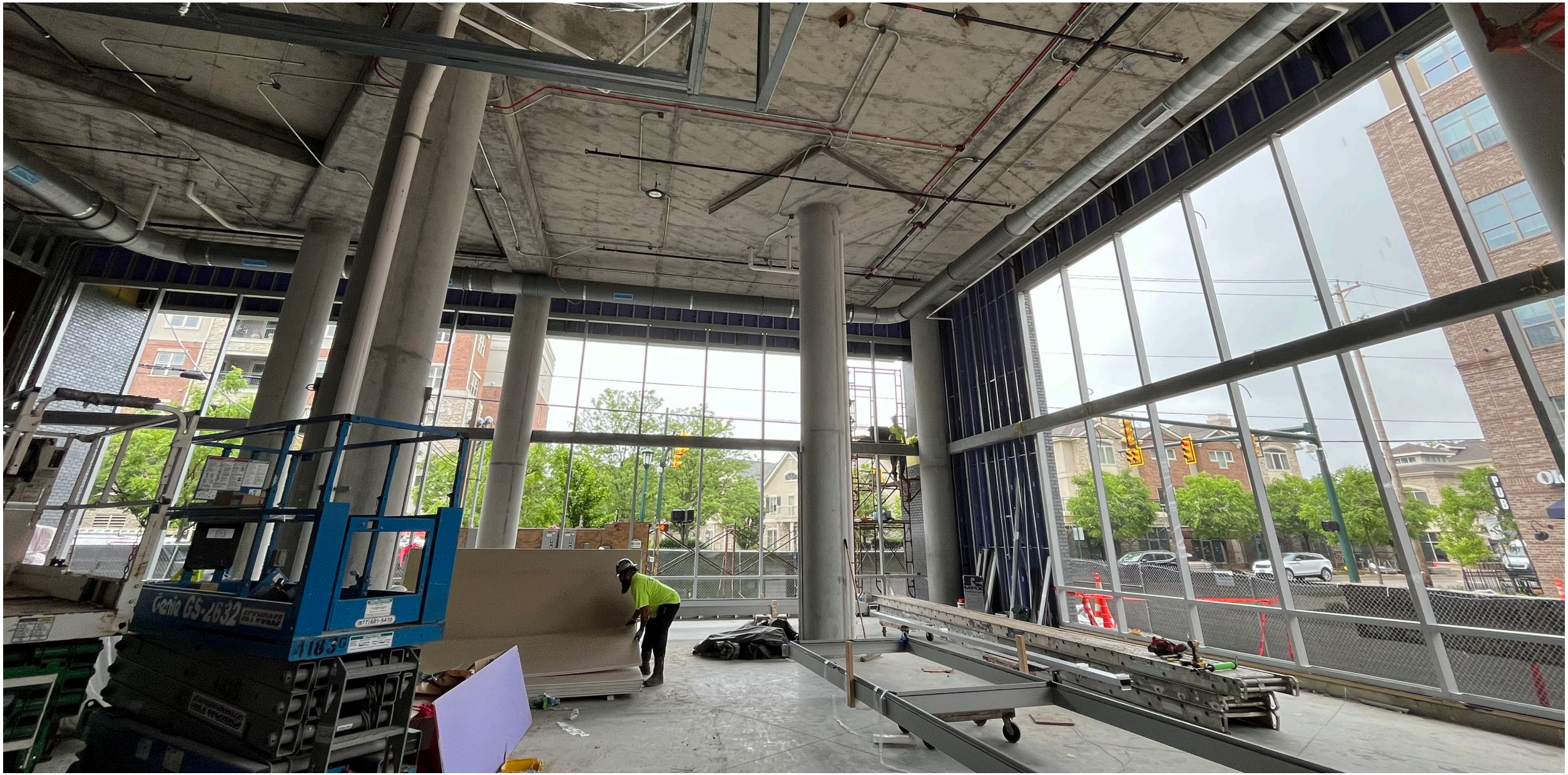
Furnishings

Fitness Equipment

SCAVENGER
HUNT

INDOOR PLAY MURAL




Genie GS-2632

JLG LIFT
EQUIPMENT D
KOMATSU
CAT
CAT

Upcoming Schedule

Building “Dried-In”	May 2024
Interior Finishes Begin	May 2024
Bldg Enclosure Complete	June 2024
OSU TI Begins	July 2024
OSU TI Complete	March 2025
Center Opens	Spring 2025

BOB CRANE
COMMUNITY CENTER
MSA
SPORT
Perkins&Will

Authors: Debbie McLaughlin, Parks & Recreation Director
Jeff Anderson, Parks Development & Arts Superintendent

Council Meeting Date: June 3, 2024

Subject/Legislative Item: Ordinance No. 41-2024 - An ordinance authorizing the City Manager to enter into contract with Esports Foundry 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 Esports Foundry 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 Esports Foundry in an amount not to exceed $126,687 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. The total FF&E budget is currently estimated at $2.65 million. However, this includes $171,103 in contingency funds for furnishings and fitness equipment that will only be utilized if unanticipated changes are needed prior to the final order.

This ordinance will also authorize the City Manager to renew the contract with Esports Foundry on an annual basis for up to three years to provide an ongoing operating system, software and support. A breakdown of the total cost is provided below:

Hardware Package: $61,670
Pre-Open Project Management, Staff Training and Installation: $10,000
Game Operating System: $2,500 per year x 3 years = $7,500 (Operating)
Technical Support: $12,000 per year x 3 years=$36,000 (Operating)
10% Contingency: $11,517
Total Three Year Cost (Not to Exceed): **$126,687**

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.

This ordinance will replace Ordinance 3-2024 which authorized the City Manager to enter a contract with a different Vendor for the same services since the previous Vendor was unable to execute a contract with the City.

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, experience providing similar services and the quality, training and experience of staff who will be assigned to provide support.

An initial Vendor recommendation was provided by the Selection Committee and approved by Council through Ordinance 3-2024 in January 2024. However, staff were unable to execute a contract with the recommended Vendor due to employee turnover, communication issues, and vendor concerns with the City's required contractual terms. It was determined that it would be in the best interest of the City to consider a different Vendor for this contract.

Esports Foundry was the Vendor ranked a close second by the Selection Committee. During the review, the Selection Committee felt that they were able to provide the basic services that were needed, but also felt that their initial proposal included additional services that were not applicable to the Community Center. On April 18, 2024, City staff conducted an interview with Esports Foundry and discussed revisions to their proposal to better meet the City's needs. An updated fee and technical proposal was provided. City IT staff reviewed the hardware being proposed and feel that it will be a good fit for the Community Center needs. Esports Foundry also provided a Service Level Agreement (SLA) that outlined the terms and conditions for the provision of ongoing technical support. After a thorough review

of these documents and based upon their response during the interview, Esports Foundry is being recommended to provide the e-sports package and support services for the community center.

Esports Foundry is a local Vendor with offices in Worthington, Ohio. City staff have partnered with them in the past to offer e-sports programming at their local center, Game Arena. They have also recently provided the gaming operating system for the Dublin Community Recreation Center.

Alternatives

An alternative to this ordinance would be to 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 provided by Esports Foundry eliminates this bottleneck and reduce the manhours that will be required to run the new facility. Additionally, Esports Foundry 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 is recommended that this ordinance not 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 installation and setup at the appropriate time in the overall construction schedule.

Attachments

1.	Ordinance No. 41-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 41-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH ESPORTS FOUNDRY 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 January 29, 2024, City Council adopted Ordinance No. 3-2024, which authorized the City Manager to enter into contract with a vendor for e-sports; and

WHEREAS, the City was unable to execute a contract with the recommended vendor due to employee turnover, communication issues, and vendor concerns with the City's required contractual terms and therefore it was determined that it would be in the best interest of the City to consider a different vendor for this contract; and

WHEREAS, when reviewing proposals submitted in October 27, 2023, Esports Foundry was ranked second by the Selection Committee; and

WHEREAS, on April 18, 2024, staff conducted an interview with Esports Foundry and discussed revisions to their proposal to better meet the City's needs, which resulted in an updated fee and technical proposal submitted by Esports Foundry; and

WHEREAS, Staff recommend awarding the contract to Esports Foundry for a complete e-sports package and support services for the Bob Crane Community Center.

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 Esports Foundry for an amount not to exceed $126,687.00 for complete e-sports package and support services for the Bob Crane Community Center.

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 contract, that are not substantially inconsistent with this ordinance.

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

Authors:	Debbie McLaughlin, Parks & Recreation Director Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	June 3, 2024
Subject/Legislative Item:	Ordinance No. 42-2024 - An ordinance authorizing the City Manager to enter into contract with King Business Interiors for the purchase of furnishings for the Bob Crane Community Center
Purpose:	To provide furnishings for the Bob Crane Community Center
Executive Summary:	Legislation will authorize the City Manager to enter into a contract with King Business Interiors to provide loose furnishings for the Bob Crane Community Center

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Purpose and Impact

This ordinance authorizing the City Manger to enter into a contract with King Business Interiors in the amount of $1,014,280.95 with a 10% contingency of $101,429 for a total amount not to exceed $1,115,709.95 for the supply and installation of loose furnishings at the Bob Crane Community Center. The cost for these furnishings are included as part of the Furnishings, Fixtures and Equipment (FF&E) budget of $2.50 million within the overall project budget. The total FF&E budget is currently estimated at $2.65 million. However, this includes $171,103 in contingency funds for furnishings and fitness equipment that will only be utilized if unanticipated changes are needed prior to the final order.

This contract will provide all of the furnishings that are needed for the operation of the community center including furnishings for lounge areas, staff offices, and program rooms. The provision of these items is an essential part of the completion of the community center.

History

As part of the design process, City staff worked closely with the Design Team led by MSA Sport to select furnishings that would meet the functional and quality needs of the Community Center. MSA provided guidance on furnishings that would complement the design aesthetic of the Community Center. All the furnishings selected were “open source” meaning that they could be provided by multiple different vendors.

On April 3, 2024, the City publicly advertised a Request for Proposal and on April 30, 2024,

the City opened the following proposals:

Vendor: Proposal Total
King Business Interiors: $1,012,224.53
Loth, Inc.: $1,024,500.39
Continental Office: $1,055,590.75
Dupler Office: $1,090,152.23

As part of the RFP process, vendors had the opportunity to submit alternatives that could be approved for inclusion in the bid. In general, alternatives were provided to either provide improved quality or lower cost. Specifically, there were a few items that were discovered during the bidding process that were not available in the color or finished specified. For the King Business Interiors Proposal, this resulted in the acceptance of some of the proposed Alternates, bringing the total to $1,014,280.95.

King Business Interiors is a certified Women's Business Enterprise (WBE) located in Grandview. Recent projects have included furnishings for Upper Arlington School District and Wellington Schools.

Alternatives

An alternative to proceeding with this ordinance would be to re-post the RFP. However, multiple competitive proposals below the budgeted amount were received, and it is unlikely that the City would receive better pricing from a rebid. King Business Interiors seems to be a very responsive Vendor with a local presence and experience on projects of a similar scale and scope.

It is also not recommended that this ordinance be delayed. Proceeding with the ordinance at this time will allow the Vendor to begin the process of ordering the furnishings so that they are available for installation at the appropriate time in the completion of the facility. As part of the proposal, the Vendor will be responsible for ordering the furnishings and for storing them so that they are available at the correct time for installation.

Attachments

1.	Ordinance No. 42-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 42-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH KING BUSINESS INTERIORS FOR THE PURCHASE OF FURNISHINGS FOR THE BOB CRANE COMMUNITY CENTER

WHEREAS, this contract will provide all of the furnishings that are needed for the operation of the community center including furnishings for lounge areas, staff offices, and program rooms; and

WHEREAS, as part of the design process, staff worked closely with the design team led by MSA Sport to select furnishings that would meet the functional and quality needs of the Community Center and complement the design aesthetic; and

WHEREAS, on April 3, 2024, the City publicly advertised a Request for Proposals and on April 30, 2024, opened the proposals below; and

Vendor	Total
King Business Interiors:	$1,012,224.53
Loth, Inc.:	$1,024,500.39
Continental Office:	$1,055,590.75
Dupler Office:	$1,090,152.23

WHEREAS, as part of the RFP process, vendors had the opportunity to submit alternatives, such as alternatives for improved quality or lower cost, that could be approved for inclusion in the bid; and

WHEREAS, for the King Business Interiors proposal, this resulted in the acceptance of alternates, bringing the total to $1,014,280.95; and

WHEREAS, Staff recommend awarding the contract to King Business Interiors for the amount of $1,014,280.95 with a 10% contingency of $101,429, for a total amount not to exceed $1,115,709.95, for the supply and installation of loose furnishings for the Bob Crane Community Center.

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 King Business Interiors for a total amount not to exceed $1,115,709.95, which includes a 10% contingency, for the supply and installation of loose furnishings for the Bob Crane Community Center.

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 contract, that are not substantially inconsistent with this ordinance.

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

Authors:	Debbie McLaughlin, Parks & Recreation Director Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	June 3, 2024
Subject/Legislative Item:	Ordinance No. 43-2024 - An ordinance authorizing the City Manager to enter into contract with Design 2 Wellness for the purchase of fitness equipment for the Bob Crane Community Center
Purpose:	To provide fitness equipment for the Bob Crane Community Center
Executive Summary:	Legislation will authorize the City Manager to enter into a contract with Design 2 Wellness to provide fitness equipment for the Bob Crane Community Center

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Purpose and Impact

This ordinance authorizing the City Manager to enter into a contract with Design 2 Wellness in the amount of $696,743.85 with a 10% contingency of $69,674 for a total amount not to exceed $766,417.85 for the supply and installation of fitness equipment at the Bob Crane Community Center. The cost for this equipment is included as part of the Furnishings, Fixtures and Equipment (FF&E) within the overall project budget. The total FF&E budget is currently estimated at $2.65 million. However, this includes $171,103 in contingency funds for furnishings and fitness equipment that will only be utilized if unanticipated changes are needed prior to the final order.

Additionally, this fitness equipment bid includes $431,099 in Cardio Equipment that was originally budgeted as an operating expense as a lease and was not included in the FF&E Budget. Through the bidding process, it was determined that it would be more cost effective to purchase the equipment while still providing a comparable level of service. The City was fortunate to receive bids for the Furnishings and Fitness Equipment that were lower than the estimated amount, allowing the purchase of the Cardio Equipment to be added with a slight increase to the overall FF&E budget.

This contract will provide cardio, functional fitness, strength training and selectorize fitness equipment that is needed for the operation of the community center. Equipment will be located throughout the building, including the Level 1 and Mezzanine Exercise Floors, Level 3

Functional Fitness Area and the Level 5 Indoor Track. The provision of these items is an essential part in the completion of the community center.

History

As part of the design process, City staff worked closely with the Design Team led by MSA Sport to select fitness equipment that would meet the needs of many different types of users at the Community Center. Particular attention was paid to the quality of the potential fitness equipment as well as the user experience when operating the equipment. It was critical that the selected equipment be accessible and intuitive for novice users while also meeting the demands of more advanced users. For each of the different types of equipment, the Request for Proposal included several different options that Vendors could elect to include in their proposal.

On April 11, 2024, the City publicly advertised a Request for Proposal and on May 3, 2024, the City opened the following proposals:

<u>Vendor: Proposal Total</u>
Design 2 Wellness: $668,060.24
G&G Fitness Equipment, Inc.: $674,999.46 (Incomplete Bid)
Health & Fitness: $679,017.00 (Incomplete Bid)

As part of the RFP process, Vendors had the opportunity to submit Alternates for consideration. In general, Alternates were provided to either provide improved quality or lower cost. For Design 2 Wellness, this resulted in the acceptance of some of the proposed Alternates, bringing the total to $696,743.85. Specifically, Alternates being accepted from the Design 2 Wellness proposal include upgraded options for the Air Bike and Storage Systems as well as the inclusion of a two-year preventative maintenance plan.

Design 2 Wellness is a local Vendor with offices in Lewis Center. They have supplied fitness equipment for recreation centers at Cedarville University, Denison University and The Ohio State University.

Alternatives

As an alternative to purchasing the Cardio Equipment, the RFP requested pricing to see if leasing would be a viable alternative. The Vendors provided pricing information for a three-year lease as part of their submittals. Across the board, the total three-year cost of a lease exceeded the purchase cost of the same piece of equipment, generally in the amount of $300 to $600 per piece. Based on this, Staff are recommending that all of the Cardio Equipment be purchased. Additionally, a reposting of the RFP is not recommended since three competitive proposals were received with the lowest being considered complete and responsive.

It is also not recommended that this ordinance be delayed. Proceeding with the ordinance at this time will allow the Vendor to begin the process of ordering the fitness equipment so that it is available for installation at the appropriate time in the completion of the facility. As part of the proposal, the Vendor will be responsible for ordering the furnishings and for storing them so that they are available at the correct time for installation. Proceeding with the ordinance at

this time will also allow MSA Sport to coordinate the location of the specific selections provided by Design 2 Wellness and adjust the overall equipment layout if needed.

Attachments

1.	Ordinance No. 43-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 43-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH DESIGN 2 WELLNESS FOR THE PURCHASE OF FITNESS EQUIPMENT FOR THE BOB CRANE COMMUNITY CENTER

WHEREAS, as part of the community center design process, staff worked with MSA Sport to select fitness equipment that would meet the needs of many different types of users; and

WHEREAS, the design team considered the quality of fitness equipment and user experience when operating the equipment, with a goal of selecting equipment that would be accessible and intuitive for novice users while also meeting the demands of more advanced users; and

WHEREAS, the City publicly advertised a Request for Proposals on April 11, 2024, and opened the bids on May 3, 2024, with results summarized below; and

Vendor	Total
Design 2 Wellness:	$668,060.24
G&G Fitness Equipment, Inc.:	$674,999.46 (Incomplete Bid)
Health & Fitness:	$679,017.00 (Incomplete Bid)

WHEREAS, as part of the RFP process, vendors had the opportunity to submit alternates for consideration, to either provide improved quality or lower cost; and

WHEREAS, for Design 2 Wellness, this resulted in the acceptance of some proposed alternates, including upgraded options for air bike and storage systems, and the inclusion of a two-year preventative maintenance plan, bringing the total to $696,743.85; and

WHEREAS, Staff recommend awarding the contract to Design 2 Wellness for the purchase of fitness equipment for the Bob Crane Community Center for a total not to exceed amount of $766,417.85, which includes a 10-percent contingency.

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 Design 2 Wellness for a total not to exceed amount of $766,417.85, which includes a 10-percent contingency, for the purchase of fitness

equipment for the Bob Crane Community Center.

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 contract, that are not substantially inconsistent with this ordinance.

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

Authors: Abby Cochran, HR Director

Council Meeting Date: June 3, 2024

Subject/Legislative Item: Ordinance No. 37-2024 - An ordinance amending §155.13 - Miscellaneous Benefits of the Upper Arlington Code of Ordinances *(Kulewicz)*

Purpose: To increase the full-time employee group term life and accidental death and dismemberment insurance benefit to $50,000 effective June 1, 2024 (with exceptions as noted) under 155.13 (f) of the Upper Arlington Personnel Code.

Executive Summary: As part of the Teamsters bargaining unit agreement negotiation, the City is updating the life insurance benefit to $50,000. The City's employee term life insurance plans are separated into policies by employee type and the Teamsters are covered under the life insurance policy that includes general full-time employees. As a result, a corresponding change is needed to the personnel code to facilitate this change and all employees covered under this plan will have their coverage increased to $50,000 effective 6/1/2024.

Purpose and Impact

Employees covered under this plan are all active full-time employees residing in the United States, excluding Executives, Firefighters, Police Officers, temporary and seasonal employees. These employees will be eligible for $50,000 of coverage instead of $40,000 effective June 1, 2024. No other benefits will be impacted by this change.

History

The City provides City paid life and accidental death and dismemberment insurance to all full-time employees. The City's coverage is currently provided by United Healthcare. Employees also have the option to carry additional supplemental life insurance for themselves, spouses and children.

Alternatives

This legislation is necessary to effectuate the Teamsters labor contract, which is on the agenda along with this item.

Attachments

1.	Ordinance No. 37-2024
2.	Ordinance No. 37-2024 Exhibit A - 155.13 MISCELLANEOUS BENEFITS

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 37-2024

TO AMEND §155.13 – MISCELLANEOUS BENEFITS OF THE UPPER ARLINGTON CODE OF ORDINANCES

WHEREAS, the City provides paid life and accidental death and dismemberment insurance to eligible full-time employees, with coverage currently provided by United Healthcare; and

WHEREAS, as part of the recent Teamsters bargaining unit agreement negotiation, the City agreed to update employee life insurance benefits; and

WHEREAS, the City's employee term life insurance plans are separated into policies by employee type and the Teamsters are covered under the life insurance policy that includes general full-time employees; and

WHEREAS, as a result, a corresponding change is needed for the Personnel Code to facilitate this change for all employees covered under this plan, which will have coverage increased from $40,000 to $50,000, effective June 1, 2024.

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

SECTION 1. Sections 155.13 of Chapter 155 – Personnel Code of the Upper Arlington Code of Ordinances is hereby amended as described in EXHIBIT A, attached hereto and made a part herein.

SECTION 2. This ordinance shall take effect 30 days after passage.

§ 155.13 MISCELLANEOUS BENEFITS.

(A) The city shall provide an employee assistance program (EAP) or similar mental health or substance abuse counseling services as offered by the city's chosen insurance provider, to improve the quality of life of employees and their families and as a result increase productivity of employees. The program will confidentially deal primarily, but not exclusively, with alcoholism, emotional disturbances, familial or marital crises, drug dependencies, work stress and other miscellaneous problems.

(B) *Employee coverages:* The city shall provide health, life, accidental death and dismemberment and dental coverages for all full-time employees, all in accordance with the respective plans adopted by the city governing each such benefit.

(C) *Dependent insurance:* The city shall provide health and dental coverages for the eligible dependents of employees, as defined by the city's health and dental programs. The provision of such dependent coverage shall be at the option of the employee.

(D) *Premium costs:* The city and the employee shall pay the premium costs for employee and dependent insurance coverage as follows:

(1) The city shall pay the premium cost minus the employee's contribution as set forth in subsections (2) and (3).

(2) A non-bargaining unit employee shall pay the same amount of contribution paid by the bargaining unit employees.

(3) The employee shall equally incur the cost of any increase in premium costs.

(4) The year before implementation will serve as the base year for determining the city's premium cost and the employee's contribution of any premium increase.

(E) Senior executive class group term life insurance coverage has a death benefit of an amount equal to two (2) times the executive's base salary rounded to the nearest one thousand dollars ($1,000.00).

(F) All active full-time employees residing in the United States, excluding Executives, Firefighters, Police Officers, temporary and seasonal employees~~Labor and Trades and CAPT plan~~ are eligible for City paid employee~~s'~~ group term life and accidental death & dismemberment insurance coverage ~~has~~ with a death benefit of an amount of ~~forty~~ fifty thousand dollars ($~~40,000.00~~50,000) through the age of 65 at which time the benefit reduces pursuant to the approved policy.. Coverage amounts for Police Officers and Firefighters are as specified in their respective bargaining unit agreements.

(Ord. No. 79-2012; Ord. No. 71-2014, § 1, 12-8-2014; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

Authors:	Steven Schoeny, City Manager Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	June 3, 2024
Subject/Legislative Item:	Ordinance No. 39-2024 - An ordinance authorizing the City Manager to amend the contract with Elford, Inc. for Construction Manager at Risk Services for the Bob Crane Community Center and to appropriate and transfer funds *(Lynch)*
Purpose:	To plan, coordinate, manage and direct the construction of The Ohio State University Wexner Medical Center Tenant Improvement Areas within the Upper Arlington Community Center
Executive Summary:	Legislation will authorize the City Manager to amend the contract with Elford, Inc. for Construction Manager at Risk services on the Community Center, amend appropriations, and authorize an advance of funds.

Purpose and Impact

On December 13, 2021, City Council approved Ordinance 76-2021 which authorized a contract with Elford Inc. for Construction Manager at Risk to plan, coordinate, manage and direct the construction of the Community Center. In April 2023, this agreement was amended in accordance with Ordinance 16-2023 to accept the Guaranteed Maximum Price for the project and in October 2023, with Ordinance 51-2023 to provide preconstruction services for tenant improvements for use by the Ohio State University Wexner Medical Centers (OSUWMC).

As indicated in Ordinance 51-2023, an additional ordinance is needed to accept a second Guaranteed Maximum Price that will be for the construction of the Tenant Improvement areas on floors two and three of the Community Center. This new ordinance will authorize the City Manager to amend the contract with Elford Inc. to include the Guaranteed Maximum Price (GMP) amendment dated May 3, 2024, based on completed construction documents issued by the design professional (MSA Sport) and competitive bids received by Elford. Consistent with the proposal dated September 18, 2023, Elford's fee for these services will be as follows:

Construction Fees

Construction Costs: $6,930,208
Construction Contingency: $86,628 (1.25% of Cost of Work)
Construction Manager Fee: $173,255 (2.50% of Cost of Work)
Construction Manager Staff and General Conditions: $547,949
General Insurance: $56,411 (0.70% of GMP)
Construction Bond: $56,411 (0.70% of GMP)
Owner Contingency: $207,906 (3.00% of Cost of Work)
Total Guaranteed Maximum Price: **$8,058,768**

The Tenant Improvement construction costs will be reimbursed to the City by OSUWMC in accordance with Lease Exhibit D, Landlord's Work Letter, Item 4 which is attached to this staff report for reference.

Amending Elford, Inc.'s scope to include construction services, the OSUWMC Tenant Improvements will allow this portion of the interior of the building to be built in a manner that is consistent with the rest of the facility. The partnership of Elford and Continental Building Systems (ECBC) is currently serving as the Construction Manager at Risk for the overall building of the community center. Adding this additional scope will assist in the coordination of construction activities and minimize the potential for conflicts between this space and the remainder of the project.

Due to the uncertainty of the lease terms and amounts, this activity was not included in the 2024 budget. Therefore, in order to properly account for this transaction, the City Council will need to authorize the following:

- Increase appropriations by $8.1mm in the Infrastructure Improvement Fund - Parks - Capital Outlay line item for the expenditures related to this contract.
- Authorize an $8.1mm advance of funds to the Infrastructure Fund. The Infrastructure Improvement Fund does not have enough funds to cover this contract. Therefore, the General Fund will need to advance the funds. Once the City receives reimbursement from OSU, the funds will be returned to the General Fund.
- Increase appropriations by $8.1mm in the General Fund - Fund Transfers line item for the advance,
- Increase appropriations by $5mm in the Infrastructure Improvement Fund - Fund Transfer line item. This is an estimate of the funds that will be reimbursed by OSU during 2024 and returned to the General Fund. The amount will be adjusted throughout the year and any remaining portion will be budgeted for return in 2025.

History

As part of the 2020 Community Center Feasibility Study, the Finance Sub-Committee recommended that additional revenues generated by an office use could potentially be used to help offset the cost of the community center. Based upon this recommendation, in December 2020, the City issued an RFP for potential partners and tenants to lease space, offer complementary services and explore other partnership opportunities within the new Upper Arlington Community Center. The City received three responses to the RFP and selected

OSUWMC following interviews with all three proposers.

As part of their proposal, OSUWMC outlined a program of services in the RFP that includes integrative medicine, a cancer survivorship center, rehabilitation physical therapy and sports performance. These services will occupy approximately 33,000 square feet of space within the facility.

The lease with OSU was executed on March 15, 2024. As part of the lease terms, OSU has agreed to fund the construction improvements for the tenant space. Through this agreement, the City will hold the contracts and manage the tenant improvements in accordance with the Tenant requirements. OSUWMC will reimburse the City for the costs incurred for the work.

Alternatives

An alternative to amending this contract would be to seek a separate contract for the construction management of the OSUWMC tenant improvements. This is not recommended as there are many advantages to having the same team manage both aspects of the project. This includes easier coordination with the primary scope of the project and an established familiarity with the building. It will also make for better coordination between subcontractors.

Delaying this ordinance is not recommended as it will delay the completion of the tenant improvements. Moving forward with the amendment at this time will allow construction to begin in July 2024 and be complete by mid-March 2025. This will allow for all construction activity to be complete prior to the opening of the Community Center in Spring of 2025. This will minimize disruptions once the Community Center is open and allow for OSUWMC to start seeing clients shortly thereafter.

Attachments

1.	Lease Agreement City and OSU Tenant 3.15.24 Final Exhibit D
2.	Ordinance No. 39-2024

EXHIBIT D
LANDLORD WORK LETTER

LANDLORD'S WORK LETTER

This Landlord's Work Letter ("**Work Letter**") is a part of that certain Lease (the "**Lease**") by and between, the **CITY OF UPPER ARLINGTON**, an Ohio municipal corporation, as Landlord, and **THE OHIO STATE UNIVERSITY**, an instrumentality of the State of Ohio, and an educational institution created under Ohio law, as Tenant, pursuant to which Tenant is leasing the Leased Premises in the Center. This Work Letter is attached to and incorporated into the Lease as a material part thereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease. Except as otherwise expressly set forth herein, in the event of an inconsistency between this Work Letter and the Lease, the terms of the Lease shall control.

Landlord and Tenant agree as follows:

1. Landlord's Work. Subject to and in compliance with the provisions of the Lease and this Work Letter, Landlord shall construct, improve and complete the Tenant Improvements to the Leased Premises **("Landlord's Work")** as described and depicted in, and in accordance with the final detailed architectural drawings, mechanical drawings, and engineering drawings for the Tenant Improvements to be prepared by MSA Design as approved by Landlord and Tenant (the "**Plans**").

2. Construction Schedule. Landlord shall prepare a construction schedule for the Landlord's Work (**"Construction Schedule"**), and such Construction Schedule shall be delivered to Tenant for comment and/or approval within ten (10) days of the full execution of the Lease, such Tenant approval not to be unreasonably withheld, delayed or conditioned.

3. Building Permits. Landlord shall be responsible for submitting the Plans to the appropriate governmental body for a building permit. Landlord and Tenant shall reasonably cause to be made any change in the Plans necessary to obtain the building permit. Landlord shall use commercially reasonable and diligent efforts to obtain the building permit in a timely manner.

4. Construction Costs and Related Expenses. The entire cost of Landlord's Work, including, without limitation, the Plans and preliminary design work, the reasonable cost of Landlord's construction supervision, labor, materials, general conditions, and any and all other reasonable costs incurred by Landlord in the completion of Landlord's Work ("**Landlord's Work Costs**") shall be paid for by Landlord except as expressly provided herein. Tenant shall pay Landlord, on a monthly basis, for the Landlord's Work Costs incurred by Landlord for the construction of the Tenant Improvements. Landlord shall submit to Tenant from time to time as the Landlord's Work Costs become due and payable under the contracts for the Landlord's Work, but no more frequently then monthly, requests for payment of the Landlord's Work Costs ("**Draw Request**"). Tenant shall pay such Draw Request to Landlord within thirty (30) days following Tenant's receipt of a copy of Draw Request from the Landlord as to the Landlord's Work Costs amount then due and payable

for the Landlord's Work then completed accompanied by (i) an itemized statement certified by Landlord detailing the full amount of the Landlord's Work Costs then incurred in connection with the Landlord's Work, and (ii) the affidavit(s) required by Ohio Revised Code Section 4115.07 (for each Draw Request).

5. **Prevailing Wage**. Upon commencement of the Landlord's Work and continuing until their full completion, Landlord shall supply or shall cause to be supplied to Tenant's prevailing wage coordinator, at 400 Central Classroom Building, 2009 Millikin Road, Columbus, Ohio 43210, having a facsimile number of 614-292-2539, and email address of prevailingwage@osu.edu, all of the schedules, certified payroll reports, and any other items required by Ohio Revised Code Section 4115.071 (collectively "**Prevailing Wage Reports**") in the time and manner provided for therein. If Landlord shall fail at any time to supply Prevailing Wage Reports as required, then Tenant shall have the right to withhold five percent (5%) from each installment of Base Rent thereafter to become due until Landlord shall have supplied all Prevailing Wage Reports then due to Tenant.

6. **Substantial Completion**. The terms "**Substantial Completion**" and "**Substantially Completed**" shall mean all of the following: (i) completion of the construction of all elements of the Landlord's Work in accordance with the Plans with the exception of insubstantial details of construction, mechanical adjustment, decoration or cosmetic items, the non-completion of which does not materially interfere with Tenant's use and occupancy of the Leased Premises (collectively, the "**Punch List Work**") so that Tenant can occupy the Leased Premises for Tenant's Permitted Use under the Lease; (ii) the issuance of a permanent certificate of occupancy by the appropriate authority that allows Tenant's permitted use of the Leased Premises and the Common Areas for their normal and intended purpose and Landlord has delivered a copy thereof to Tenant; and (iii) Landlord has delivered to Tenant the affidavits required by Ohio Revised Code Section 4115.07. Within 60 days of Substantial Completion of the Landlord's Work, Landlord shall provide to Tenant a full set of "as built" construction drawings showing all final conditions in the Leased Premises and of the Landlord's Work. In the event that a permanent certificate of occupancy is not available at the time of Landlord's completion of all of the other Landlord's Work set forth herein, the issuance of a temporary (or conditional) certificate of occupancy shall satisfy this requirement provided that (1) Landlord shall be obligated to diligently pursue obtaining a permanent certificate of occupancy, and (2) if such permanent certificate of occupancy has not been obtained by the date which is twelve (12) months after the Leased Premises have been Substantially Completed, Tenant shall have the right to withhold one-half (1/2) of the monthly Base Rent until such time as the permanent certificate of occupancy shall have been issued (at which time Tenant shall pay to Landlord the amount so withheld within 90 days).

7. **Punch List**. Within five (5) days of receipt of Landlord's written notice that Landlord has Substantially Completed the Landlord's Work, Landlord and Tenant shall inspect the Leased Premises, Tenant shall identify in writing to Landlord's Representative, the Punch List Work Tenant wishes Landlord to perform. The Landlord's Representative shall review such list of Punch List Work and confer with Tenant to establish a mutually agreeable list of the Punch List Work. Landlord or Landlord's Representative shall complete or cause to be completed, all Punch List Work within thirty

(30) days following the date on which Landlord or Landlord's Representative and Tenant agree on the list of Punch List Work provided there are no Tenant restrictions to the timing of doing the Punch List Work.

8. **Delays**. Any deadlines applicable to Landlord's Work shall be extended for such period of time as is equal to the period of delays caused by any force majeure event, including, but not limited to delays caused by strikes, lockouts not caused by Landlord or Landlord's contractors or subcontractors, unusual delays by governmental authorities (but not including Tenant), unavailability or shortage of materials, adverse weather conditions not reasonably anticipatable, fire and other casualty, acts of God, and any other causes beyond the reasonable control of Landlord and not due to Landlord's negligence (**"Excusable Delays"**).

9. **Change Orders**. If Tenant shall request any change, addition, deletion or alteration in the Plans that deviates from the Plans and/or Construction Budget, and/or incorporates any portion of Tenant's FF&E Work (as hereinafter defined) into the Landlord's Work, (each a **"Change Order"**), the Tenant shall notify the Landlord's Representative. The Landlord shall review the Change Order and any such Change Order shall be authorized only in a writing by Tenant and Landlord that sets forth (i) the applicable change, addition, deletion, or alteration; (ii) the increased or decreased effect thereof on the cost of the Landlord's Work, including without limitation, any drawing revisions, project manager, site superintendent and general conditions costs; and (iii) the increased or decreased construction time attributable to such Change, additions, deletion or alteration. Tenant shall pay Landlord within fifteen (15) days following receipt of an invoice for the additional cost of the Landlord's Work attributable to such Change Order. Tenant acknowledges that any such Change Orders or additional improvements or materials or plans required therefor (including delay in preparing or submitting such plans) could in some cases constitute an Excusable Delay.

10. **Open Book**. All Landlord's Work will be performed by Landlord on an "open-book" basis with Tenant having access to inspect and make copies of all records and costs associated with completing the Landlord's Work.

11. **Pre-Commencement Fixturing**. Landlord and Tenant agree that the Plans may include certain work items and specifications to be designed and constructed "by Tenant" (all such items and specifications being hereinafter collectively designated as **"Tenant's FF&E Work"**). Tenant shall perform, at Tenant's sole cost and expense, all work necessary to improve the Leased Premises with Tenant's FF&E Work. When Landlord shall have completed Landlord's Work to the extent that the Leased Premises (or portions thereof) can be completely closed and locked, but not sufficiently completed to permit a certificate of occupancy to be issued, Tenant shall have the right, but not the obligation, with reasonable notice and at reasonable times, to perform or cause the performance of Tenant's FF&E work and to move and install its furniture, trade fixtures and equipment into portions of the Leased Premises in anticipation of the commencement of the Term of the Lease. All installations shall be subject to compliance with this Work Letter and the Lease. All entries prior to the Commencement Date shall be subject to all the terms and conditions of the Lease except there shall be no payment of Rent and other

charges; provided, that the exercise by Tenant of its rights under this Section shall not be deemed an acceptance of all or any part of Landlord's Work or a waiver of any of Tenant's rights or remedies herein contained. Tenant shall have the responsibility of insuring Tenant's FF&E Work and its furniture, trade fixtures and equipment against loss, theft or damage. Tenant's FF&E Work shall be subject to coordination with the general contractor, and shall be completed only to the extent that it does not interfere with or delay in the Substantial Completion of Landlord's Work.

12. Defects In Construction. Landlord's Work shall be performed with new materials. Landlord shall have the full and unqualified responsibility for all defects in design, construction, workmanship and materials in Landlord's Work for a period of one year from the earlier of (i) the Leased Premises is Substantially Completed; (ii) the date upon which Tenant commences occupancy of the Leased Premises pursuant to the Lease; or (iii) the Commencement Date; provided, however, that the foregoing warranty of Landlord shall be extended to the extent of any warranty or guarantee benefiting Landlord with respect to any materials, equipment, components or systems (or the design and/or installation of any of the foregoing) incorporated into Landlord's Work. Notwithstanding the foregoing, the warranty period for latent defects shall not run until the same should reasonably have been discovered. Repairs made under the foregoing warranty shall themselves be warranted for one year from the completion of the repair. In addition, and notwithstanding anything herein to the contrary, Landlord shall remain responsible for and shall complete any repairs or other work that is covered by any guarantee or warranty provided to Landlord, regardless of whether notice for the need of such repair or work is provided within the warranty period, provided that such guarantee or warranty is still in effect at the time that the repair or other work is required. The forgoing warranty does not cover any damage caused by Tenant in its pre-commencement fixturing permitted under Section 4 of this Work Letter. To the extent that any warranty or guarantee of any manufacturer, supplier, contractor and the like with respect to any materials, equipment, components or systems incorporated into Landlord's Work is assignable to Tenant without invalidating such warranty or guarantee, Landlord shall assign the same to Tenant. The Landlord's Work shall be designed and constructed, and Landlord's Work shall be performed, in accordance with all applicable laws, codes, rules and regulations and requirements of the appropriate governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA") and all zoning laws and requirements.

13. Certain Obligations of Landlord During Construction.

(a) Until the Commencement Date, Landlord shall pay all operating and other costs relating to the Center, Leased Premises and the construction thereof, including the cost of water, heat, electricity, air-conditioning and other utilities used at the Center and Leased Premises. After the Commencement Date, Landlord shall be responsible for utilities it may use in completion of Landlord's Work.

(b) At all times during the performance of Landlord's Work and continuing until the Commencement Date, Landlord shall maintain in full force and effect a policy of

builder's risk insurance, at Landlord's sole cost and expense (except that such cost shall be included in Landlord's Work Cost), insuring Landlord's Work and all materials stored (except for Tenant's fixtures, equipment, supplies or other property which shall be stored at Tenant's sole risk) at the Center or elsewhere or in transit against loss or damage by fire and other perils included in extended insurance coverage, including, without limitation, theft, vandalism, malicious mischief, transit, collapse, flood and earthquake, to one hundred percent (100%) of the replacement costs thereof at the time of loss.

(c) To the extent permitted by law, Landlord hereby agrees to indemnify and hold Tenant harmless from and against all claims, suits, obligations, liabilities and damages (including reasonable attorney fees) arising out of or incurred in the course of completion of Landlord's Work, provided that neither Tenant or its agents, employees, contractors or subcontractors are the cause thereof.

(d) Delays or changes in Landlord's Work, to the extent that such delays or changes are attributable to Tenant, Tenant's Construction Consultant (as hereinafter defined) or their respective agents, employees, contractors and subcontractors (**"Tenant Delay(s)"**) shall extend (hereinafter **"Extensions"**) all time limitations required of Landlord in the Lease or this Work Letter in accordance with standard building industry custom provided reasonable notice thereof is given by Landlord to Tenant.

(e) Tenant shall have the right to terminate the Lease in the event (i) Landlord's Work is not completed in substantial compliance with the Plans (as modified with Tenant's consent as required above) and the non-compliance materially affects the value and utility of the Leased Premises to the Tenant, or (ii) the Plans are materially modified to Tenant's detriment without Tenant's consent as required above, or (iii) Landlord fails to meet the scheduled completion dates (subject to Excusable Delays), provided that in all cases such failure is not cured within thirty (30) days of written notice from Tenant.

14. Landlord's Entry After Substantial Completion. After Substantial Completion of Landlord's Work or the Commencement Date, Landlord may enter the Leased Premises to complete the Punch List Work at such times as may be approved in advance by Tenant , and such entry by Landlord, its agents, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under the Lease, or impose any other liability upon Landlord, its agents, beneficiaries, employees or contractors other than for damage resulting from any negligence or willful misconduct of Landlord, its agents, employees, contractors and/or subcontractors. Such entry shall be coordinated with Tenant to minimize disruption of Tenant's operations and must otherwise comply with the requirements of the Lease for Landlord entry.

15. Miscellaneous.

(a) Tenant shall have the right to engage or appoint a designee, consultant or advisor ("**Tenant's Construction Consultant**"), at Tenant's sole cost and expense, to observe and inspect the progress and compliance of Landlord's Work. Landlord shall

reasonably cooperate with Tenant's Construction Consultant and shall make diligent good faith efforts to keep Tenant's Construction Consultant informed as to the progress of Landlord's Work. Landlord shall make reasonable efforts to notify Tenant's Construction Consultant in advance of progress meetings relating to Landlord's Work and shall permit Tenant's Construction Consultant to attend such meetings. At Tenant's request, additional meetings shall be scheduled and attended by the architect, general contractor, requested subcontractors with Landlord's representative and Tenant's Construction Consultant and representatives.

(b) Landlord has designated James Russell of Pizzuti Solutions, (office: 614-280-4000; email: jrussell@pizzuti.com) as its sole representative with respect to the overseeing construction matters set forth in this Work Letter ("**Landlord's Representative**"), and until further notice to Tenant, Landlord's representative shall have full authority and responsibility to act on behalf of the Landlord as required herein.

(c) Any person signing this Work Letter on behalf of Landlord and Tenant warrants and represents he or she has the authority to do so.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Work Letter to be executed as of the date of the Lease.

LANDLORD:
City of Upper Arlington
an Ohio municipal corporation

By: _____
Name: Steven Schoeny
Title: City Manager

TENANT:
THE OHIO STATE UNIVERSITY
an instrumentality of the State of Ohio

By: _____
Name: Michael Papadakis
Title: Senior Vice President and Chief Financial Officer

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 39-2024

TO AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT WITH ELFORD, INC. FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE BOB CRANE COMMUNITY CENTER AND TO APPROPRIATE AND TRANSFER FUNDS

WHEREAS, on December 13, 2021, City Council approved Ordinance No. 76-2021, which authorized a contract with Elford, Inc. for Construction Manager at Risk Services to plan, coordinate, manage, and direct the construction of the community center; and

WHEREAS, on March 27, 2023, City Council approved Ordinance No. 16-2023, which authorized an amendment to the contract to include the Guaranteed Maximum Price (GMP) dated March 14, 2023, based on completed construction documents issued by the design professional MSA Sport and competitive bids received by Elford, Inc.; and

WHEREAS, on November 13, 2023, City Council approved Ordinance No. 51-2023, which authorized preconstruction services for tenant improvements for use by the Ohio State University Wexner Medical Center (OSUWMC); and

WHEREAS, as indicated in Ordinance 51-2023, an additional ordinance is needed to accept a second Guaranteed Maximum Price that will be for the construction of the tenant improvement areas on floors two and three of the Community Center; and

WHEREAS, this new ordinance will authorize the City Manager to amend the contract with Elford, Inc. to include the Guaranteed Maximum Price amendment dated May 3, 2024, based on completed construction documents issued by the design professional (MSA Sport) and competitive bids received by Elford, Inc.

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 an amended contract with Elford, Inc. for Construction Manager at Risk Services for a total guaranteed maximum price of $8,058,768.00.

SECTION 2. The Finance Director is hereby authorized to increase appropriations by $8.1M in the Infrastructure Improvement Fund - Parks - Capital Outlay line item for the expenditures related to this contract.

SECTION 3. The Finance Director is hereby authorized to advance $8.1M of funds from the General Fund to the Infrastructure Fund.

SECTION 4. The Finance Director is hereby authorized to increase appropriations by $8.1M in the General Fund - Fund Transfers line item for said advance.

SECTION 5. The Finance Director is hereby authorized to increase appropriations by $5M in the Infrastructure Improvement Fund - Fund Transfers line item, for the estimated amount of funds that will be reimbursed by Ohio State University Wexner Medical Center during 2024 and returned to the General Fund.

SECTION 6. 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 contract, that are not substantially inconsistent with this ordinance.

SECTION 7. This ordinance shall be effective immediately upon passage.

Authors:	Steven Schoeny, City Manager
Council Meeting Date:	June 3, 2024
Subject/Legislative Item:	Ordinance No. 38-2024 - An ordinance amending §525.01 - Definitions and §525.02 - Unlawful Discriminatory Practices of the Upper Arlington Code of Ordinances
Purpose:	To add source of income protections to the City's non-discrimination code
Executive Summary:	Ordinance to expand the City's prohibited discriminatory practices to include source of income in housing.

Purpose and Impact

The proposed legislation updates Section 525 - Unlawful Discriminatory Practices of the Upper Arlington Code of Ordinances to prohibit discrimination in housing on the basis of source of income. The legislation defines source of income as: "PAYMENTS FROM A LAWFUL OCCUPATION OR EMPLOYMENT, AS WELL AS OTHER SUBSTANTIATED AND VERIFIED PAYMENTS INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL SECURITY INCOME, GOVERNMENT SUBSIDIES, AND SPOUSAL AND CHILD SUPPORT." The legislation then includes source of income as one of the prohibited reasons to refuse to lease or rent any real property, along with status within a protected class.

Source of income protection as provided in the legislation prohibits landlords from discriminating against renters who rely on substantiated and verified payments in the credit check process to obtain housing. Neither State nor Federal law provides protection for renters who rely upon Social Security, child or spousal support, Veterans benefits, Supplemental Security Income (SSI), or other government payments. With no protection, residents and potential residents of Upper Arlington can be denied housing despite having otherwise acceptable credit and rental histories. A complete Frequently Asked Questions document highlighting the numbers of residents who rely on such sources of income is attached to this staff report.

History

Upper Arlington has had protections against unlawful discriminatory practices for several decades. The code was most recently updated in 2021 to amend the enforcement mechanism under the code, provide an opportunity for parties to mediate disputes, and

include protections based on gender and sexual orientation. The City has not previously considered source of income protections.

Alternatives

This protection does not exist today, and Council could choose to maintain the status quo.

Attachments

1.	UA Source of Income FAQ
2.	Ordinance No. 38-2024
3.	Ordinance No. 38-2024 Exhibit A- UNLAWFUL DISCRIMINATORY PRACTICES

PROPOSED SOURCE OF INCOME ANTI-DISCRIMINATION LEGISLATION
ANSWERS TO FREQUENTLY ASKED QUESTIONS

What is *Source of Income (SOI) Discrimination*?

Source of income discrimination is a landlord's refusal to accept various lawful, verifiable source(s) of income as part of the process for determining a person's eligibility as a prospective tenant. Typically, almost all landlords will accept wage income. However, some will exclude legal, verifiable income like child support, spousal support, or loan programs, as well as federal, state, or local assistance payments, benefits, or subsidy programs.

Why is SOI legislation needed?

Source of income discrimination by landlords is *not* prohibited under the Federal Fair Housing Act of 1968 or Ohio fair housing laws. A study conducted by Franklin County Office of Justice Policy & Programs found that discrimination based on source of income is widespread in Franklin County. In their study, **35 landlords in total responded from UA's three zip codes**—43221, 43220, and 43212. Of the 35:

- 18 (51.4%) do not accept any source of income outside of employment
- 21 (60%) do not accept social security
- 27 (77%) do not accept child support

Who could be impacted by this in Upper Arlington?

Renters who rely on:

- **Social Security for older adults (over 65)**
  19% of renters are older adults, despite making up 16.4% of the UA population
- **Supplemental Security Income (SSI) for individuals with disabilities**
  144 households in Upper Arlington received Supplemental Security Income
- **Veterans benefits**
  1,201 Veterans live in Upper Arlington; of those, 561 are reported to have a disability
- **Children**
  1,195 children in UA live in single-parent households; a significant portion of those households likely rely on some form of child or spousal support

Why pass SOI non-discrimination legislation in Upper Arlington?

Having source of income protection treats everyone equally, regardless of age or family make up. If you can afford a home, have good credit and a good rental history, you should have an equal playing field to rent your home. You should not be disadvantaged because you rely on Social Security, child support, Veterans benefits or some other verifiable and regular source of income.

Source of income protection is not new to Central Ohio. The cities of Columbus, Bexley, Worthington, Grandview Heights, Gahanna, Reynoldsburg and Whitehall already have SOI protections. In fact, SOI protection has become so common that real estate search sites like Zillow list SOI protection as part of their community profile information.

Statistics show that the legislation works to reduce discrimination. HUD reports that without source of income protection, prospective tenants are denied rentals at a rate of 78%. With source of income protection, that rate falls below 15% on average.

Why don't landlords already accept these other legal forms of income?

Data indicates that many Upper Arlington landlords do accept other legal forms of income. The vast majority of landlords are good actors providing an absolutely vital service to the community, and follow federal, state and local laws. Sometimes, it takes a change in the law to overcome the inertia of "this is how we have always done it" or to demonstrate a shift in community values. This is why protecting a tenant's right to qualify for a rental home based on any legal and verifiable source of income they receive is critical.

Some general concerns and opinions typical of landlords include:

Concern: As a small-business owner, landlords should be able to choose their customers without oversight.

Response: As a business owner, landlords can—and should—continue to exercise lawful discretion when screening residents. Source of Income does not prohibit landlords from refusing to rent to individuals with poor credit, poor housing backgrounds, insufficient income, or other known risks. All it does is broaden the types of income you must consider, without looking at an applicant's individual circumstances.

Concern: Some landlords have concerns about renting to families with children, due to a perceived potential for increased noise and impacts on other tenants, and believe that there may be an increased risk for damage to their property.

Response: Familial status discrimination has been illegal under the Fair Housing Act since its amendment in 1988. Housing providers should seek the "housing for older persons'' exemption if they intend to operate senior housing.

Concern: Non-wage-earning tenants won't be a good fit for the neighborhood or the community.

Response: Different sources of income are not a reliable means for determining a person's suitability as a renter. Various circumstances of hardship could cause a person

to require financial assistance at some point in their life – such as an injury, a death in the family, or a divorce.

Will source of income non-discrimination legislation bring Section 8 project housing to Upper Arlington?

No. Section 8 project housing relates to the development of affordable housing units in which Section 8 funds are stacked with other sources to finance the development. This is completely unrelated to a landlord or property manager's decision to rent a unit to a tenant who is using a legal source of income to qualify for a unit.

In Upper Arlington, current and market rental rates for most rental homes exceed the rent limits that are the payment standards for individuals who hold a Housing Choice Voucher (tenant-based). It is unlikely that a voucher holder could apply for a unit in Upper Arlington unless the landlord were willing to lower the monthly rent and utility calculation to fall within the payment standard.

If a landlord has an available unit within the payment standard price point and a prospective tenant with a housing choice voucher applies and qualifies for the unit through that landlord's application process, the landlord would then submit the unit to CMHA for an inspection. There are community resources available to provide landlords with technical assistance in navigating this process.

The following table shows current Fair Market Rents in Franklin County used to determine eligibility for housing vouchers:

Payment Standards for Housing Choice Vouchers Columbus & Franklin County	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**	**4 Bedroom**
FY 2024	$1,278	$1,562	$1,888	$2,094

The following table shows 2024 median rents at market rate for 1, 2 and 3 bedrooms in Upper Arlington as of April 2024:

At Market Rate Sourced from Zillow	**1 Bedroom**	**2 Bedroom**	**3 Bedroom**	**4 Bedroom**
Upper Arlington	$1,595	$1,600	$2,650	$3,275

How would the enforcement mechanism work?

Upper Arlington already has a non-discrimination ordinance in place. This legislation is an amendment to the current ordinance. Any person who believes they have been discriminated against may complete the City's Discrimination Complaint Form.

When the City receives a complaint, the City follows the process outlined in municipal code 525.02 (K): Complaint procedure. In general, the City begins the process by offering mediation services contracted through an independent mediator, with the costs covered by the City. If the parties are unable to resolve the matter or if mediation services are declined, the City appoints a hearing officer, and an administrative hearing is conducted with the hearing officer providing a final decision and recommendation. This decision may be appealed pursuant to the provisions of ORC Ch. 2506.

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 38-2024

TO AMEND §525.01 – DEFINITIONS AND §525.02 – UNLAWFUL DISCRIMINATORY PRACTICES OF THE UPPER ARLINGTON CODE OF ORDINANCES

WHEREAS, the City has had protections against unlawful discriminatory practices for several decades, which were most recently updated in 2021 to amend the enforcement mechanism under the code, provide an opportunity for parties to mediate disputes, and include protections based on gender and sexual orientation; and

WHEREAS, source of income protection measures prevent landlords from discriminating against tenants who rely on substantiated and verified payments in the credit screening process for obtaining housing; and

WHEREAS, neither state nor federal laws provide protection for tenants who rely upon Social Security, child or spousal support, Veterans Benefits, Supplemental Security Income, or other government payments; and

WHEREAS, with no protection, current residents and potential residents of Upper Arlington can be denied housing despite having otherwise acceptable credit and rental histories; and

WHEREAS, this Council aims to uphold and enrich an inclusive environment where every individual feels welcomed and valued.

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

SECTION 1. Sections 525.01 and 525.02 of Chapter 525 – Unlawful Discriminatory Practices of the Upper Arlington Code of Ordinances are hereby amended as described in EXHIBIT A, attached hereto and made a part herein.

SECTION 2. This ordinance shall take effect 30 days after passage.

§ 525.01 DEFINITIONS.

As used in this chapter:

(A) *Person:* includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and other organized groups of persons. It also includes, but is not limited to, any employee, lending institution; and the state, and all political subdivisions, authorities, agencies, boards and commissions thereof.

(B) *Employer:* any person or entity employing four (4) or more persons within the state, and any person acting in the interest of an employer, directly or indirectly.

(C) *Employee:* does not include any individual employed in the domestic service of any person.

(D) *Labor organization:* includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment or for other mutual aid or protection in relation to employment.

(E) *Employment agency:* includes any person regularly undertaking with or without compensation to procure opportunities to work or to procure, recruit, refer or place employees.

(F) *Discriminate:* to treat a person differently, or less favorably. Providing a reasonable accommodation to address a disability does not constitute discrimination.

(G) *Unlawful discriminatory practice:* means any act prohibited by this chapter.

(H) *Place of public accommodation:* means any inn, restaurant, eating house, barbershop, public conveyance by air, land or water, theater, store or other place for the sale of merchandise or any other place of public accommodation or amusement where the accommodation, advantages, facilities or privileges thereof are available to the public.

(I) *Housing accommodations:* include any building or structure or portion thereof which is used or occupied or is intended, arranged or designed to be used or occupied as the home residence or sleeping place of one (1) or more individuals, groups or families whether or not living independently of each other; and any vacant land offered for sale or lease.

It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman or agent, or by any other person pursuant to authorization of the owner, by the owner or by a legal representative.

(J) *Restrictive covenant:* means any specification limiting the transfer, rental, lease or other use of any housing because of race, color, religion, national origin or ancestry, or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, color, religion, national origin or ancestry as a condition of affiliation or approval.

(K) *Burial lot:* means any lot for the burial of deceased persons within any public burial ground or cemetery, including but not limited to, cemeteries owned and operated by municipal corporations, townships or companies or associations incorporated for cemetery purposes.

(L) *Protected class:* classification of individuals based on one (1) or more of the following characteristics: race, color, religion, sex, military or veteran status, national origin, age, ancestry, familial status, disability, sexual orientation, gender identity, or gender expression or any class of people designated as a protected class by state or federal law.

(M) Religious exemption: includes the religious exemptions for hiring and housing provided by ORC 4112.02 and 4112.024 and exceptions established in C.O. § 525.03.

(N) SOURCE OF INCOME: PAYMENTS FROM A LAWFUL OCCUPATION OR EMPLOYMENT, AS WELL AS OTHER SUBSTANTIATED AND VERIFIED PAYMENTS INCLUDING BUT NOT LIMITED TO SUPPLEMENTAL SECURITY INCOME, GOVERNMENT SUBSIDIES, AND SPOUSAL AND CHILD SUPPORT.

(Ord. No. 50-2021 , § 1, 6-28-2021)

§ 525.02 UNLAWFUL DISCRIMINATORY PRACTICES.

Absent a religious exemption, it shall be an unlawful discriminatory practice:

(A) For any employer to refuse to hire or otherwise to discriminate against any person based on a protected class with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment.

(B) For an employment agency, based on a protected class to:

(1) Refuse or fail to accept, register, classify properly or refer for employment, or otherwise to discriminate against any person.

(2) Comply with a request from an employer for referral of applicants for employment, if the request indicates directly or indirectly that the employer fails to comply with the provisions of ORC §§ 4112.01 to 4112.07, inclusive or of this chapter.

(C) For any labor organization to:

(1) Limit or classify its membership on the basis of a protected class.

(2) Discriminate against any person or limit that person's employment opportunities, or otherwise adversely affect their status as an employee or wages, hours or employment conditions based on a protected class.

(D) For any employer, labor organization or joint labor-management committee controlling apprentice training programs to discriminate against any person based on a protected class in admission to or employment in any program established to provide apprentice training.

(E) Except where based on a bona fide occupational qualification certified in advance by the Ohio Civil Rights Commission, for any employer, employment agency or labor organization prior to employment or admission to membership, to:

(1) Use any form of application for employment or personnel or membership blank seeking to elicit information regarding race, color, religion, national origin or ancestry; but an employer holding a contract containing a non-discrimination clause with the government of the United States or any department or agency thereof, may require an employee or applicant for employment to furnish documentary proof of United States citizenship and may retain such proof in personnel records and may use photographic or fingerprint identification for security purposes.

(2) Print or publish or cause to be printed or published any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination, based upon membership in a protected class.

(3) Announce or follow a policy of denying or limiting, through a quota system or otherwise, employment or membership opportunities of any group because of the race, color, religion, national origin or ancestry of such group.

(4) Utilize in the recruitment or hiring of persons any employment agency, placement service, training school or center, labor organization or any other employee-referring source known to such employer to discriminate against persons because of membership in a protected class.

(F) For any proprietor or employee, keeper or manager of a place of public accommodation to deny to any person, except for reasons applicable alike to all persons, the full enjoyment of the accommodations, advantages, facilities or privileges thereof based on the person's membership in a protected class.

(G) For any person to aid, abet, incite, compel or coerce the doing of any act declared by this section to be an unlawful discriminatory practice or to obstruct or prevent any person from complying with ORC §§ 4112.01 to 4112.11, inclusive, or the provisions of this chapter; or any order issued thereunder, or to attempt directly or indirectly to commit any act declared by this section to be an unlawful discriminatory practice.

(H) For any person to:

(1) Refuse to sell, transfer, assign, finance or otherwise deny or withhold housing accommodation from any person based on the protected class of any prospective owner, occupant or user of such housing.

(2) Refuse to lease or rent any real property based on the protected class OR SOURCE OF INCOME of any current or prospective tenant.

(3) Represent to any person that housing is not available for inspection when in fact it is so available.

(4) Refuse to lend money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair or maintenance of housing or otherwise withhold financing of housing from any person based on the protected class of any present or prospective owner, occupant or user of such housing, provided such person, whether an individual, corporation or association of any type, lends money as one (1) of the principal aspects of their business or incidental to their principal business and not only as a part of the purchase price of an owner-occupied residence nor merely casually or occasionally to a relative or friend.

(5) Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing or subleasing any housing or in furnishing facilities, services or privileges in connection with the ownership, occupancy or use of any housing because of the protected class of any present or prospective owner, occupant or user of such housing.

(6) Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair or maintenance of housing because of the protected class of any present or prospective owner, occupant or user of such housing.

(7) Print, publish or circulate any statement or advertisement relating to the sale, transfer, assignment, rental, lease, sublease or acquisition of any housing or the loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair or maintenance of housing which indicates any preference, limitation, specification or discrimination based upon a protected class.

(8) Make any inquiry, elicit any information, make or keep any record or use any form of application containing questions or entries concerning race, color, religion, ancestry or national origin in connection with the sale or lease of any housing or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair or maintenance of housing.

(9) Include in any transfer, rental or lease of housing any restrictive covenant concerning a protected class or honor or exercise or attempt to honor or exercise, any such restrictive covenant,

provided that the prior inclusion of a restrictive covenant in the chain of title shall not be deemed a violation of this provision.

(10) Represent in the context of a housing sale that the presence or anticipated presence of persons of any protected class, in the area will or may have results such as the following:

(a) The lowering of property values.

(b) A change in the racial, religious or ethnic composition of the block, neighborhood or area in which the property is located.

(c) An increase in criminal or antisocial behavior in the area.

(d) A decline in the quality of the schools serving the area.

(11) Deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting housing accommodations or to discriminate against them in the terms or conditions of such access, membership or participation, on account of a protected class.

(12) Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected in C.O. § 525.02(H).

(13) Whether or not acting under color of law, by force or threat of force willfully injure, intimidate, or interfere with, or attempt to injure, intimidate or interfere with any of the following based on a protected class:

(a) Selling, purchasing, renting, financing, occupying or contracting or negotiating for the sale, purchase, rental, financing or occupation of any dwelling or applying for or participating in any service, organization or facility relating to the business of selling or renting housing accommodations.

(b) Participating, without discrimination on account of race, color, religion, national origin or ancestry, in any of the activities, services, organizations or facilities described in C.O. § 525.02(H).

(c) Participating in any of the activities, services, organizations or facilities described in C.O. § 525.02(H)(13)(a), or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to so participate.

(14) Refuse to sell, transfer, assign, rent, lease, sublease, finance, or otherwise deny or withhold a burial lot from any person based on the protected class of any prospective owner or user of such lot.

(I) For any person to discriminate in any manner against any other person because they opposed any unlawful practice defined in this section, or because they made a charge, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under ORC §§ 4112.01 to 4112.07, inclusive, or under this chapter.

(J) Reserved.

(K) *Complaint procedure:*

(1) *Filing of the complaint.*

(a) An aggrieved individual, complainant, may file with the Upper Arlington Clerk of Council a written complaint sworn under oath which alleges facts and circumstances, including the location, date(s), and time(s), of an unlawful discriminatory act(s) or practices, that such

acts did or are occurring within the city limits, that the discrimination was directed at the complainant, and which identifies the person who committed or continues to commit the alleged unlawful discriminatory act(s) or practices.

(b) Concurrent with the filing of the complaint, the complainant shall provide to the clerk of council in writing the complainant's mailing address, telephone number, if any, and email address, if any.

(c) The complaint shall not be accepted by the clerk of council if any of the following apply:

1. The complaint is presented to the clerk of council more than one hundred eighty (180) days following the most recent unlawful discriminatory act alleged in the complaint;

2. No incident location provided in the complaint is within the City of Upper Arlington;

3. The complaint fails to include all the information required by division (1)(a) of this section;

4. The complainant fails to concurrently provide a writing that includes the information required in division (1)(b) of this section.

(d) Within sixty (60) days following the receipt of the complaint, the city shall:

1. Issue a notice of complaint by certified mail or another form of mail that evidences receipt. The notice of complaint shall include an offer of mediation. If the respondent agrees to mediation, the city shall provide an independent mediator to work with the parties to resolve the matter.

2. If the respondent declines to participate in mediation, fails to respond within the allotted time for a response, or the mediation is unsuccessful, the city shall appoint an independent hearing officer to hear the case.

(2) *Hearing officer, final decision, remedies, and appeal.*

(a) If a hearing officer is appointed, the hearing officer shall have the authority to:

1. Conduct an administrative hearing;

2. Provide to all the parties, witnesses, and the law director timely notice of the hearing date, time, and location;

3. Set, change as necessary, and timely communicate to the parties such reasonable procedural rules as the hearing officer shall deem appropriate;

4. Issue subpoenas and direct the exchange of discovery.

(b) At the conclusion of the administrative hearing the hearing officer shall issue to the parties and the city a final written decision to include findings of fact and conclusions of law:

1. If the hearing officer finds the respondent did engage in, or continues to engage in, an unlawful discriminatory act or practice under this chapter, and the hearing officer, in the hearing officer's sole discretion, deems it appropriate, the hearing officer's final written decision may include the issuance to the respondent of orders to cease and desist, an award of actual damages and the imposition upon the respondent of such other sanctions as are provided in this chapter; or

2. If the hearing officer, in the hearing officer's sole discretion, deems it appropriate, the hearing officer's final written decision may include the issuance of a notice of dismissal.

(c) If the final decision of the hearing officer includes the issuance to the respondent of orders to cease and desist the unlawful discriminatory acts or practices or the award of damages such orders shall specify a time period for the respondent's compliance.

(d) The final decision of the hearing officer may include the imposition upon the respondent of reasonable costs of the hearing process. attorney fees and the cost of mediation shall not be assessed against the respondent.

(e) The final decision of the hearing officer may include the imposition upon the respondent of a civil penalty payable to the city as follows:

1. If division (2)(e)2. or (2)(e)3. of this section does not apply, a civil penalty in an amount not to exceed one thousand dollars ($1,000.00);

2. If division (2)(e)3. of this section does not apply and if the respondent has been found by the hearing officer to have committed one violation of this chapter during the five-year period immediately preceding the date on which a complaint was filed with the clerk of council, a civil penalty in an amount not to exceed two thousand five hundred dollars ($2,500.00);

3. If the respondent has been found by the hearing officer to have committed two or more violations of this chapter during the five-year period immediately preceding the date on which a complaint was filed with the clerk of council, a civil penalty in an amount not to exceed five thousand dollars ($5,000.00).

(f) The final decision of the hearing officer may not include any orders for reinstatement of employment.

(g) The final decision of the hearing officer may be appealed pursuant to the provisions of ORC Ch. 2506.

(Ord. No. 50-2021 , § 2, 6-28-2021)

Authors:	Steven Schoeny, City Manager Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	June 3, 2024
Subject/Legislative Item:	Ordinance No. 40-2024 - An ordinance authorizing the City Manager to amend the contract with Pizzuti Solutions for Owner's Representative Services for the Bob Crane Community Center
Purpose:	To assist City staff in the successful delivery of Community Center project throughout the design and construction process
Executive Summary:	Legislation will authorize the City Manager to amend the contract with Pizzuti Solutions for Owner's Representative services on the Upper Arlington Community Center.

Purpose and Impact

On May 24, 2021, City Council approved Ordinance 40-2021, which authorized a contract with Pizzuti Solutions for Owner's Representative services for the Upper Arlington Community Center. This new ordinance will authorize the City Manager to execute an amendment to the Pizzuti Solutions contract in the amount of $476,000 for additional services as Owner's Representative (OR) on the Community Center project. With this proposed amendment, the total contract with Pizzuti Solutions for OR services on the Community Center project would not exceed $2,593,500. Of the total contract amount, $119,000 will be for Owner's Representative services on the Kingsdale Parking Garage with the remaining $2,474,500 being for services on the Community Center (including office component).

As OR, Pizzuti Solutions has worked cooperatively and in conjunction with the City to ensure successful completion of the project by providing services that include project oversight, schedule and budget management, procurement assistance, design review, construction oversight and closeout assistance. The City's initial contract with Pizzuti Solutions assumed a 38-month total project duration which is scheduled to conclude on June 30, 2024. However, the current construction schedule has substantial completion scheduled for January 10, 2025, with a public opening of the facility in the spring of 2025. Based on the current schedule, this amendment would extend Pizzuti Solution's contract for eleven months providing for continued services through construction closeout and opening.

Due to overall project costs running under budget, the community center portion of the

proposed change ($357k) will be captured in the overall $85mm community center project budget (no increase needed).

The proposed change was not anticipated in the 2024 budget, and therefore was not appropriated. At this time, there are sufficient funds and appropriations within the Bonded Improvement Fund and the Infrastructure Improvement Fund to cover this proposed change. If appropriation changes are needed, they will be brought forth during the mid-year budget review.

History

The original contract with Pizzuti Solutions was for a $70mm total project budget based upon the conceptual financial information provided by the Community Center Feasibility Task Force in December 2020. At the completion of the Design Development phase, the total project budget was revised to $85mm as presented to City Council on June 13, 2022. In addition to the increased budget, the overall project schedule has also been extended, largely due to adjustments needed during design in response to fluctuating cost estimates due to unusually high and unpredictable COVID related cost escalation during the Schematic Design and Design Development Phases. This amendment represents the additional services provided by Pizzuti Solutions in response to the extended schedule.

In addition to the schedule, there have also been several other factors that have required additional services from the Owner's Representative beyond what was anticipated in the original contract. These include:

- During design, Pizzuti Solutions assisted the City with necessary Value Engineering efforts and an adjusted bidding strategy that gave the City the confidence to advance the project, but also significantly impacted the design and ultimately the construction schedule.
- A separate freestanding parking structure on the adjacent parcel was not anticipated in the original proposal but was added to the scope of the project. Pizzuti Solutions has been involved in preparing parking deck design concepts, the design review process for the parking deck as well as the land lease negotiation with Echo Reality.

Pizzuti Solutions has assisted the City with their lease negotiation with the OSUWMC and is providing oversight on the design and construction of the Tenant Improvements from the Owner's perspective. These costs are not included in the overall Community Center project budget.

Alternatives

An alternative to amending this contract would be to allow Pizzuti Solutions services to conclude at the end of June 2024. This is not recommended since the construction schedule currently shows an additional seven months until the completion of construction and approximately ten months to the opening of the center. Pizzuti Solutions, in their role as Owner's Representative, has provided necessary assistance to City Staff throughout the project. It will be critical to continue these services throughout the completion of the project,

allowing their team to assist with end of project items such as finish review, FF&E procurement, punch list oversight, project closeout and move coordination.

Delaying this ordinance is also not recommended in order to avoid any potential disruptions to the service being offered by Pizzuti Solutions.

Attachments

1.	Ordinance No. 40-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 40-2024

TO AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT WITH PIZZUTI SOLUTIONS FOR OWNERS REPRESENTATIVE SERVICES FOR THE BOB CRANE COMMUNITY CENTER

WHEREAS, on May 24, 2021, City Council approved Ordinance No. 40-2021, which authorized a contract with Pizzuti Solutions for Owner's Representative Services for the Upper Arlington Community Center; and

WHEREAS, at the completion of the Design Development phase, the total project budget was revised to $85M as presented to City Council on June 13, 2022; and

WHEREAS, in addition to schedule changes, there have been other factors that have required additional services from the Owner's Representative beyond what was anticipated in the original contract, which included value engineering efforts, adjustments to bidding strategy, design services for the separate freestanding parking structure that was added to the project scope, and lease negotiations; and

WHEREAS, the initial contract with Pizzuti Solutions assumed a 38-month total project duration, which is scheduled to conclude on June 30, 2024, however, the current construction schedule has substantial completion scheduled for January 10, 2025, with a public opening of the facility in the spring of 2025; and

WHEREAS, based on the current schedule, this amendment would extend Pizzuti Solution's contract for eleven months, providing for continued services through construction closeout and opening; and

WHEREAS, this ordinance will authorize the City Manager to execute an amendment to the original contract for an increased amount of $476,000.00 for additional services, for a total contract amount not to exceed $2,593,500.00, of which $119,000.00 will be for Owner's Representative services on the Kingsdale Parking Garage with the remaining $2,474,500.00 being for services on the community center; and

WHEREAS, Staff recommend authorizing the City Manager to enter into an amended contract with Pizzuti Solutions for Owners Representative services for the Bob Crane Community Center.

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 an amended contract with Pizzutti Solutions for an increased amount of $476,000.00 for additional services, for a total contract amount not to exceed $2,593,500.00, of which $119,000.00 will be for Owner's Representative Services on the Kingsdale Parking Garage, with the remaining $2,474,500.00 being for services on the Bob Crane Community Center.

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

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

Authors:	Debbie McLaughlin, Parks & Recreation Director Jeff Anderson, Parks Development & Arts Superintendent
Council Meeting Date:	June 3, 2024
Subject/Legislative Item:	Ordinance No. 44-2024 - An ordinance authorizing the City Manager to enter into contract with the Edge Group, Inc. for master planning services for Fancyburg Park
Purpose:	To provide master planning, estimating and conceptual design services for the renovation of Fancyburg Park
Executive Summary:	Legislation authorizes the City Manager to enter into a contract with the Edge Group, Inc. for master planning design services for Fancyburg Park

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Purpose and Impact

This is an ordinance authorizing the City Manager to enter into a contract with the Edge Group, Inc. in an amount not to exceed $174,636 for master planning services for the future renovation of Fancyburg Park. A breakdown of the total cost of these services is shown below:

Phase 1 Master Planning Services: $69,000
Phase 2 Master Planning Services: $57,700
Site Survey: $35,000
8% Contingency: $5,000 for Phase 1 and $7,936 for Phase 2 = $12,936
Total not to Exceed: $174,636

Phase 1 Master Planning Services shall include conceptual base mapping, cost estimating, community engagement and development of conceptual plan alternatives. The fee for this phase is $74,000 with Phase 1 contingency and is below the $75,000 that is included in the 2024 Capital Improvement Plan. These services will help refine the scope and budget that is included in the 10 year CIP for the renovation of Fancyburg Park and provide information needed for future budget planning.

Upon completion of the Phase 1 services, the City Manager shall be authorized to amend the contract with the Edge Group to include Phase 2 Services and a Detailed Site Survey if funds are approved in the 2025 budget. Phase 2 services will include additional community engagement and the development of a detailed Master Plan Package that will include

conceptual grading, utility needs, materiality, 3D character imagery, cost estimating and phasing recommendations. Phase 2 services will be included in the 2025 Capital Improvement Plan subject to City Council approval of the 2025 CIP.

The 2018 Parks and Recreation Comprehensive Plan included a Park Assessment of Fancyburg that identified several amenities that are in Fair or Poor Condition. The Comprehensive Plan made several recommendations related to the renovation of these amenities, including to update all park infrastructure items that are outdated and need enhancement and/or change them out to provide new amenities that best reflect the values of citizens and their community. Recommendations also included to remove unproductive amenities in parks and replace them with new amenities that are desired by the community, such as pickleball, basketball, natural areas, and fitness equipment.

The renovation of Fancyburg is currently included in the 10 Year CIP for 2027 and 2028. Beginning with Master Planning Services, as this time will help to refine the scope and budget that is included in the Capital Improvement Plan. It will also allow the City to begin the Community Engagement process and ensure that the planned renovations appropriately address the recreational needs and desires of residents. It will provide a clear direction for the future of the park and how it fits into the overall City park system.

History

A Request for Qualifications was issued on March 13, 2024. On April 5th, four Statements of Qualifications (SOQs) were submitted and reviewed by a Selection Committee consisting of six Parks & Recreation Department staff members. SOQs were scored based on evaluation criteria provided in the Request for Qualifications including project team, past performance, understanding of the project, project approach and overall quality of the response. The results are summarized below:

<u>Vendor: Average Score</u>
Edge Group: 90
OHM Advisors: 89
MSA Sport: 88
MKSK: 75

All the responding firms submitted very responsive SOQs that clearly demonstrated their qualifications and experience. However, the Edge Group had the best average score and was selected to submit a technical and fee proposal. Their experience includes several projects that are very similar in scale and scope to Fancyburg. These include Warner Woods Park in Columbus and Bevelhymer Park in New Albany. Their experience was complimented by the rest of their team, including Meyers and Associates who have served as architects for the Grandview Center and Pierce Field Park for the City of Grandview as well as Korda Engineers who have completed several projects for Upper Arlington, including Northam Park.

Alternatives

The Edge Groups submitted a thorough SOQ and proposal that clearly demonstrated both their technical qualifications and their understanding of the project. Given the quality of the

response, the Selection Committee does not recommend any alternatives to the selection of the Edge Group.

Entering this contract at this time will allow the Edge Group to begin the design process this summer. They have proposed a schedule that will allow for preliminary cost estimates and conceptual alternatives to be developed by the fall so that they can be considered as part of any proposed changes to the 2025 capital improvement plan. Delaying this ordinance would not allow this work to be completed prior to approval of the new budget.

Attachments

1.	Ordinance No. 44-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 44-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH EDGE GROUP, INC. FOR MASTER PLANNING SERVICES FOR FANCYBURG PARK

WHEREAS, the 2018 Parks and Recreation Comprehensive Plan included a Park Assessment of Fancyburg Park, which identified several amenities that are in fair or poor condition; and

WHEREAS, the Comprehensive Plan made several recommendations related to the renovation of these amenities, including updates to all outdated park infrastructure items and removal of unproductive amenities; and

WHEREAS, master planning services, which will occur in phases, will help refine the scope and budget that is included in the Capital Improvement Plan, will allow the City to begin the community engagement process, and ensure that the planned renovations appropriately address the recreational needs and desires of residents; and

WHEREAS, a Request for Qualifications (RFQ) was issued on March 13, 2024, and on April 5, 2024, four Statements of Qualifications (SOQs) were reviewed by a Selection Committee consisting of six Parks & Recreation Department staff members; and

WHEREAS, SOQs were scored based on evaluation criteria provided in the RFQ, including project team, past performance, understanding of the project, project approach, and overall quality of the response; and

WHEREAS, Staff recommend awarding the contract to Edge Group, Inc., due to their thorough SOQ and proposal, which clearly demonstrated both their technical qualifications and their understanding of the project.

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 two-year contract with Edge Group, Inc. for an amount not to exceed $174,636.00, for master planning services for the future renovation of Fancyburg Park.

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 contract, that are not substantially inconsistent with this ordinance.

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

Authors: Brent Lewis, Finance Department Director

Council Meeting Date: June 3, 2024

Subject/Legislative Item: Ordinance No. 45-2024 - An ordinance authorizing the City Manager to enter into contract with RedTree Investment Group for management and advisory services

Purpose: To authorize the City Manager to enter into a contract for investment management/advisory services.

Executive Summary: The City's current investment management/advisory with Meeder Public Funds expires on June 30, 2024. Though not required by the City's procurement code, the City solicited requests for proposals for these services. Upon review and evaluation of the proposals, the City recommends the City Council approve entering into a contract with Red Tree Investment Group for a period of three years, with an option to extend for an additional two years. The total cost for the first three years of the contract would be $88,140 ($28,380; $28,380; $31,380). Years four and five would total $65,760 ($31,380 and $34,380), if the City chooses to extend. The total contract value for the five-year period would be $153,900.

Purpose and Impact

Staff is requesting authorization to allow the City Manager to enter into a contract with Red Tree Investment Group for investment management/advisory services. This contract would be for a period of up to five years (three years, with an option to extend two additional years) and it would be for an amount not to exceed $154,000. The breakdown of the cost is as follows:

Year 1 - $28,380
Year 2 - $28,380
Year 3 - $31,380
Year 4 - $31,380
Year 5 - $34,380

The City has been under contract with Meeder Public Funds for investment management/advisory services for the past five years. The total cost for their services for the current year is $35,000.

History

As mentioned above, the City has been under contract with Meeder Public Funds for investment management/advisory services for the past five years. Over this time frame, Meeder has provided exceptional service to the City. Though specialized services like this are not required to be bid out per the procurement code, staff decided to conduct a request for proposal process to primarily determine if the current pricing was reasonable. The RFP generated three responses:

- Meeder Public Funds - discretionary services, three-year total - $114,000; two-year option - to be negotiated
- RedTree Investment Group - discretionary services, three-year total - $88,140; two-year option - $65,760
- Fifth Third Investment Group, non-discretionary services, no fixed fees - paid a one-time concession upon the purchase of any investment in the portfolio.

Note: A non-discretionary investment means that the broker has to contact you and get your permission before making any trades in your account. In a discretionary account, the broker is permitted to exercise their own discretion and make purchases or sales of securities without talking to you and getting your permission (within the parameters of the investment policy).

Meeder and RedTree are the two of the top, and most widely used, discretionary advisors in the state. While Fifth Third is a very highly respected non-discretionary advisor the is used by clients such as the City of Toledo and the City of Worthington.

After careful review of all the proposals, and a preference for discretionary services and a fixed fee approach, staff would recommend entering into a contract with RedTree Investment Group. Below are some additional details about RedTree:

- Founded in 2014 by Ryan Nelson and Jennifer Trowbridge (50% female owned), who brought extensive experience from regional investment firms to create a company tailored for public entities.
- Based in Cincinnati, Ohio.
- Based on assets, over 99% of our accounts are comprised of institutional governmental entities, and all accounts are separately managed portfolios.
- Currently work with over 30 cities in Ohio.
- Comprised of a solid team of nine professionals.
- Current client examples : City of Westerville, City of Mason, City of New Albany, City of Gahanna, City of Pickerington
- A key strength of our firm lies in managing construction funds. Over the past decade, the RedTree investment team has successfully overseen more than 150 projects governed by ORC Chapter 135, resulting in a total asset value exceeding $4 billion. Presently, we are actively involved in the management of over 55 projects, amounting to approximately $1.2 billion in assets.

- Investment management totals - $8.4B in governmental assets; $14.3M in non-governmental assets (Meeder - $54.6B in governmental assets, for comparison)

Alternatives

Though RedTree has been recommended based on several factors, including price, the City Council could elect to award the contract to Meeder Investment Group based on prior history, continuity, and strong performance with the City.

Attachments

1.	Ordinance No. 45-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 45-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH REDTREE INVESTMENT GROUP FOR MANAGEMENT AND ADVISORY SERVICES

WHEREAS, the City's current contract for investment management and advisory services with Meeder Public Funds expires on June 30, 2024; and

WHEREAS, the City has been in contract with Meeder Public Funds for five years and though not required by procurement code, the staff issued a request for proposal (RFP) for these services; and

WHEREAS, the RFP generated three responses, as described below:

Meeder Public Funds: discretionary services, three-year total - $114,000; two-year option - to be negotiated

RedTree Investment Group: discretionary services, three-year total - $88,140; two-year option - $65,760

Fifth Third Investment Group: non-discretionary services, no fixed fees-paid a one-time concession upon the purchase of any investment in the portfolio; and

WHEREAS, after careful review of all the proposals and a preference for discretionary services and a fixed-fee approach, staff recommend entering into a contract with RedTree Investment Group for a period of three years, with an option to extend for an additional two years.

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 RedTree Investment Group, with an option to extend for an additional two years, for an amount not to exceed $153,900.00, for management and advisory services.

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 contract, that are not substantially inconsistent with this ordinance.

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

Authors: Aaron Scott, P.E., Assistant City Engineer
Gary Wilfong, P.E., Public Service Director

Council Meeting Date: June 3, 2024

Subject/Legislative Item: Ordinance No. 46-2024 - An ordinance authorizing the City Manager to enter into contract with Performance Pipelining, Inc. for the 2023 & 2024 Sanitary Sewer Repairs Construction Project

Purpose: To Maintain and Improve the Wastewater System

Executive Summary: This is an ordinance authorizing the City Manager to enter into contract with Performance Pipelining, Inc. in the amount of $336,220.50 for the 2023 & 2024 Sanitary Sewer Repairs Construction Contract.

Purpose and Impact

This is an ordinance authorizing the City Manager to enter into contract with Performance Pipelining, Inc. in the amount of $336,220.50 for the 2023 & 2024 Sanitary Sewer Repairs Construction Contract. On Friday, May 24, 2024, the City received bids for the project from four (4) contractors. The results are summarized below:

Contractor	Bid Price
Visu-Sewer of Ohio, LLC	$418,110.55
Inliner Solutions, LLC	$422,861.75
Insight Pipe Contracting, LLC	$506,247.50
Performance Pipelining, Inc.	**$336,220.50**
Engineer's Estimate	$427,065.10
Budget	**$430,000.00**

Performance Pipelining, Inc. had the lowest and best bid of $336,220.50.

The amount included in the 2023 and 2024 budget for this combined project is $430,000 (Sanitary Sewer Surcharge Fund). The total contract price is under budget at $336,220.50 which includes a 10% contingency. A second phase will be proposed for the remaining budget so that urgent repairs may be included if found during inspection throughout the year.

History

This project consists of sanitary sewer lining of approximately 2,413 linear feet of 8-inch pipe, 579 linear feet of 12-inch pipe, 663 linear feet of 15-inch pipe, and 156 linear feet of 18-inch pipe. Point repair work for 4 locations is also included as needed. The proposed work has been prioritized based on recommendations from the Public Works Division from conditions found while performing periodic video inspection of the lines. Point Repairs are prioritized by Public Works and are completed as funds remain.

Alternatives

The alternative to not authorize the City Manager to enter into contract with Performance Pipelining, Inc. for this project would delay top priority repairs and maintenance to the sewer system, which could lead to sewer backup and/or more costly improvements.

Council could also direct the City Manager to rebid the sanitary repairs and add additional work for the remaining $93,700. The low-bid pricing is extremely favorable given the overall average bids. This risks receiving bids that are above budget, and is therefore not recommended.

Attachments

1.	Ordinance No. 46-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 46-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH PERFORMANCE PIPELINING, INC. FOR THE 2023-2024 SANITARY SEWER REPAIRS CONSTRUCTION PROJECT

WHEREAS, this project consists of sanitary sewer lining of approximately 2,413 linear feet of 8-inch pipe, 579 linear feet of 12-inch pipe, 663 linear feet of 15-inch pipe, and 156 linear feet of 18-inch pipe, and point repair work for four locations; and

WHEREAS, the proposed work has been prioritized based on recommendations from the Public Works Division from conditions found while performing periodic video inspection of the lines; and

WHEREAS, on Friday, May 24, 2024, the City received bids for the project from four contractors, with results summarized below; and

Contractor	Bid Price
Visu-Sewer of Ohio, LLC	$418,110.55
Inliner Solutions, LLC	$422,861.75
Insight Pipe Contracting, LLC	$506,247.50
Performance Pipelining, Inc.	**$336,220.50**
Engineer's Estimate	$427,065.10
Budget	**$430,000.00**

WHEREAS, Performance Pipelining, Inc. had the lowest and best bid of $336,220.50, including a 10% contingency, which comes in below budget; and

WHEREAS, it is recommended that the City Manager be authorized to enter into contract with Performance Pipelining, Inc. for the 2023-2024 Sanitary Sewer Repairs Construction Project.

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 Performance Pipelining, Inc. for an amount not to exceed $336,220.50, which includes a 10% contingency, for the 2023-2024 Sanitary Sewer Repairs Construction Project.

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 contract, that are not substantially inconsistent with this ordinance.

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