10/7/2024 | 7:00 PM

Municipal Services Center, Council Chamber
3600 Tremont Road

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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 September 16, 2024

4. **Reports/Presentations**

   a. Presentation on the new Rumpke Recycling Facility, Presented by Jacob Heffron, Municipal & Public Sector Specialist for Rumpke Waste and Recycling

   b. Finance Director's Report - August 2024

   c. Update from the City Attorney on Street Renaming Procedures

5. **Legislative Items for Second Reading/Public Hearing**

   a. Ordinance No. 55-2024 - An ordinance amending §221.06 - Authorized Investment Instruments of Chapter 221 - Depositories and Investments, of the Upper Arlington Code of Ordinances

6. **Legislative Items for First Reading/Public Hearing**

   a. Ordinance No. 57-2024 - An ordinance approving easement agreements to ensure ongoing street maintenance for the Arlington Gateway Project and to authorize the abandonment of an easement

   b. Ordinance No. 58-2024 - An ordinance authorizing the City Manager to enter into contract with C.D. Whitfield LLC for the replacement of existing boilers located at the Municipal Services Center

c. Ordinance No. 59-2024 - An ordinance authorizing the City Manager to enter into contract with United Healthcare (UHC) for administration of the City's self-funded health insurance program and stop loss coverage

7. City Manager Update

8. Adjournment

September 16, 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: President Ukeme Awakessien Jeter, Vice President Brian Close, Kathy Adams, John J. Kulewicz, Jim Lynch, Heidi Munc, and Todd Walter

Staff Present: City Attorney Darren Shulman, City Manager Steven Schoeny, Assistant City Manager Jackie Thiel, City Clerk Krystal Gonchar, IT Director Jeff Kasson, Finance Director Brent Lewis, Fire Chief Chris Zimmer, Police Chief Keith Hall, Public Service Director Gary Wilfong, City Engineer Aaron Scott, Community Affairs Director Debbie McLaughlin, Community Affairs Director Emma Speight, Community Development Director Chad Gibson

Pledge of Allegiance

The Pledge of Allegiance was led by Todd Walter.

Consent Agenda

a. Approve City Council Meeting Minutes for September 9, 2024

Vice President Close moved, seconded by Mr. Lynch, to approve the Consent Agenda. The motion carried with the following vote:

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

Legislative Items for Third Reading/Public Hearing/Council Action

a. Ordinance No. 52-2024 - An ordinance amending Chapter 783 – Alarm Systems 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. 52-2024.

Mr. Kulewicz asked if any consideration was given related to including the word “required” in the code. Chief Zimmer stated he did not believe there would be an issue; the code will be enforced. Mr. Kulewicz asked if he anticipated the public having knowledge of the building code. The Assistant City Manager said that businesses are made aware during the occupancy permit process, and for existing businesses, this is not new information.

Ms. Adams moved, seconded by Ms. Munc, to adopt Ordinance No. 52-2024. The motion carried with the following vote:

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

Legislative Items for First Reading/Public Hearing/Council Action

a. Resolution No. 8-2024 – A resolution expressing support of the Five Points Intersection Improvements Project and associated MORPC Surface Transportation Program (STP) grant application

The City Engineer explained this resolution is required to receive MORPC funding. They are requesting $3M in the grant application. The Assistant City Manager said they have identified the Five Points intersection for improvements and the application will be submitted if this resolution is passed. They will ask for a traffic study in the next budget cycle, because there will be a public outreach and engagement component. It may be four-six years out before we receive the funding.

In response to President Awakessien Jeter’s invitation to speak the following speakers came forward:

- Jordan Fromm – he thanked staff for working with neighbors on traffic safety concerns. Staff took concerns seriously and implemented a plan, which he believed showed early signs of success. He does think Pemberton Drive is a desirable cut thru because Five Points is congested. He personally supports the study and design of this intersection; however, he is afraid a redesign could make it more undesirable and for avoidance, further cut-throughs could increase. He asks for consideration be made to those neighboring residential streets.

In response to Ms. Adams, the City Engineer stated at the end of the year they will work on the scope for the study. Ms. Adams asked about public participation in the study. Mr. Scott said they will discuss with the consultant once one is named, but first they need to get the traffic study results to evaluate options. Once they know the viable alternatives, they will present that to the public for feedback. Ms. Adams asked how the Bob Crane Community Center will impact the intersection, once opened. The Assistant City Manager said they don’t anticipate construction before 2029, based on timing of state funding.

Vice President Close moved, seconded by Ms. Adams, to adopt Resolution No. 8-2024. The motion carried with the following vote:

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

b. Ordinance No. 56-2024 – To Authorize the continuation of the City's membership in the Central Ohio Risk Management Association (CORMA) self-insurance pool, to authorize expenditures thereto, and declare an emergency

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 56-2024.

The Finance Director stated the emergency aspect is due to insurance rates being negotiated for over a month, with an anticipated CORMA vote on September 17, 2024. We need this ordinance to pass before the end of the month to prevent a possible lapse in insurance coverage and this is Council's last meeting of the month.

Vice President Close moved, seconded by Mr. Kulewicz, to suspend Council Rules (Article IV, 4 – Number of Readings Required) to waive second and third reading. The motion carried with the following vote:

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

Mr. Walter requested they plan for next September to avoid passing this as an emergency. The Finance Director explained it does take time for CORMA to determine what each entity gets charged, but he will work with the City Clerk for timing in 2025. Vice President Close stated that he would prefer that this item be brought sooner, rather than later next year, even if they do not have the exact figures, in order to not pass as an emergency.

Vice President Close moved, seconded by Mr. Kulewicz, to adopt the emergency clause, waiving the 30-day effective date. The motion carried with the following vote:

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

The Finance Director stated CORMA is the best option for us, it helps us be more attractive to insurance companies. Safety forces can be hard to insure, and we have a lot of assets to insure. We are building an expensive Community Center and that is affecting our rate. Most municipalities are in some sort of insurance pool.

Mr. Kulewicz moved, seconded by Vice President Close, to adopt Ordinance No. 56-2024. The motion carried with the following vote:

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

Legislative Items for First Reading/Public Hearing

a. Ordinance No. 55-2024 – An ordinance amending §221.06 - Authorized Investment Instruments of Chapter 221 - Depositories and Investments, 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. 55-2024.

President Awakessien Jeter advised the Second Reading/Public Hearing will be on October 7, 2024, the Third Reading/Public Hearing/Council Action will be on October 14, 2024.

City Manager Update

The City Manager shared there is an education campaign for fire safety that will be rolled out this week. Chief Zimmer stated the State Fire Marshall issued a ban on open burning because of the draught we are experiencing. We want to educate residents to abide by this ban, which supersedes our City laws. They will communicate this to residents via social media. The only grills that can be used are propane gas and electric; no open fires.

Executive Session

Mr. Walter moved, seconded by Ms. Munc to go into Executive Session pursuant to O.R.C. Section 121.22 (G)(4) – Preparing for negotiations with pubic employees

Roll Call	Vote
Walter	Aye
Munc	Aye
Adams	Aye
Close	Aye
Kulewicz	Aye
Lynch	Aye
Awakessien Jeter	Aye

Motion carried and Council went into Executive Session at 7:56 p.m., held in the Council Committee Room.

* * *

There being no further business to come before City Council, President Awakessien Jeter called for a motion to adjourn the meeting. Mr. Lynch moved, seconded by Vice President Close, to adjourn. The motion carried unanimously and the meeting adjourned at 8:28 p.m.

Monthly Financial Report
As of August 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	$ 23,170,489	$ 23,917,761	$ 747,272	3.23%
Real & Personal Property Tax	8,863,000	9,977,100	9,977,100	10,052,817	75,717	0.00%
All Other Operating Revenues	9,238,970	11,394,070	7,878,790	8,539,986	661,196	8.39%
Transfers/Advances In	3,235,500	8,235,500	1,377,395	1,377,395	-	0.00%
Total Revenues and Other Sources	53,434,370	62,923,870	42,403,774	43,887,959	1,484,185	**3.50%**
Obligations:						
Police Division	11,714,300	11,714,300	8,076,196	8,068,402	7,794	0.10%
Fire Division	11,669,300	11,669,300	7,448,313	7,410,234	38,079	0.51%
Board of Health	388,600	388,600	388,600	386,579	2,021	0.00%
Parks and Recreation	5,834,500	5,877,800	4,351,533	4,196,268	155,265	3.57%
Community Development	1,531,000	1,547,000	1,240,333	1,086,426	153,907	12.41%
Public Service Administration	1,260,600	1,260,600	905,925	893,176	12,749	1.41%
Public Works	1,483,200	1,498,200	811,525	747,054	64,471	7.94%
City Manager	1,917,600	2,017,600	1,245,933	1,109,848	136,085	10.92%
City Attorney	934,200	934,200	570,950	518,467	52,483	9.19%
City Clerk	304,000	304,000	177,333	168,897	8,436	4.76%
City Council	150,800	174,700	123,746	114,979	8,767	7.08%
Finance	1,490,600	1,490,600	995,625	955,920	39,705	3.99%
Facilities Maintenance	3,068,400	3,068,400	1,472,650	1,359,054	113,596	7.71%
Information Technology	1,931,200	1,931,200	1,304,467	1,286,542	17,925	1.37%
General Administration	3,490,000	3,490,000	2,258,833	2,175,094	83,739	3.71%
Transfers/Advances Out	4,174,200	12,408,300	10,850,000	10,850,000	-	0.00%
Total Obligations	51,342,500	59,774,800	42,221,962	41,326,940	895,022	**2.12%**
Excess of Revenue and Other Sources over Obligations:	2,091,870	3,149,070	181,812	2,561,019		
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**	**$ 39,325,406**	**$ 34,943,148**	**$ 37,322,355**	**$ 2,379,207**	**6.81%**

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	$ 9,010,746	$ 9,299,694	$ 288,948	3.21%
Total Revenues and Other Sources	**12,482,200**	**12,956,700**	**9,010,746**	**9,299,694**	**288,948**	**3.21%**
Obligations						
Transfers/Advances Out	9,776,200	9,776,200	1,421,491	1,421,491	-	0.00%
Total Obligations	**9,776,200**	**9,776,200**	**1,421,491**	**1,421,491**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	2,706,000	3,180,500	7,589,255	7,878,203		
Beginning Fund Balance	20,368,117	20,368,117	20,368,117	20,368,117		
Ending Fund Balance	**$ 23,074,117**	**$ 23,548,617**	**$ 27,957,372**	**$ 28,246,320**	**$ 288,948**	**1.03%**

Monthly Financial Report
As of August 2024

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	$ 1,279,960	$ 1,280,431	$ 471	0.00%
Homestead & Rollbacks	150,270	170,140	85,070	85,030	(40)	0.00%
All Other Operating Revenues	-	10,000	10,000	10,000	-	0.00%
Transfers In	240,000	240,000	-	-	-	0.00%
Total Revenues and Other Sources	**1,518,000**	**1,700,100**	**1,375,030**	**1,375,461**	**431**	**0.00%**
Obligations						
Capital Equipment	1,311,900	1,385,600	1,244,311	1,244,311	-	0.00%
Total Obligations	**1,311,900**	**1,385,600**	**1,244,311**	**1,244,311**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	206,100	314,500	130,719	131,150		
Beginning Fund Balance	867,861	867,861	867,861	867,861		
Ending Fund Balance	**$ 1,073,961**	**$ 1,182,361**	**$ 998,580**	**$ 999,011**	**$ 431**	**0.04%**

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	$ 1,215,452	$ 1,209,417	$ (6,035)	-0.50%
Motor Vehicle License Taxes	450,000	450,000	281,069	310,557	29,488	10.49%
All Other Operating Revenues	23,000	23,000	14,717	47,467	32,750	222.53%
Total Revenues and Other Sources	**2,273,000**	**2,273,000**	**1,511,238**	**1,567,441**	**56,203**	**3.72%**
Obligations						
Public Service Administration	883,000	883,000	533,479	504,578	28,901	5.42%
Public Works	1,463,700	1,553,600	1,082,733	1,020,844	61,889	5.72%
Total Obligations	**2,346,700**	**2,436,600**	**1,616,212**	**1,525,422**	**90,790**	**5.62%**
Excess of Revenue and Other Sources over Obligations:	(73,700)	(163,600)	(104,974)	42,019		
Beginning Fund Balance	1,654,072	1,654,072	1,654,072	1,654,072		
Ending Fund Balance	**$ 1,580,372**	**$ 1,490,472**	**$ 1,549,098**	**$ 1,696,091**	**$ 146,993**	**9.49%**

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	2,600,000	2,293,921	2,293,921	-	0.00%
Total Revenues and Other Sources	**600,000**	**2,600,000**	**2,293,921**	**2,293,921**	**-**	**0.00%**
Obligations						
Capital Improvements - CIP	13,605,700	13,605,700	13,428,954	13,428,954	-	0.00%
Capital Improvements - Community Center/Office	-	500,000	137,091	137,091	-	0.00%
Total Obligations	**13,605,700**	**14,105,700**	**13,566,045**	**13,566,045**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	(13,005,700)	(11,505,700)	(11,272,124)	(11,272,124)		
Beginning Fund Balance	18,241,845	18,241,845	18,241,845	18,241,845		
Ending Fund Balance	**$ 5,236,145**	**$ 6,736,145**	**$ 6,969,721**	**$ 6,969,721**	**$ -**	**0.00%**

Monthly Financial Report
As of August 2024

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	$ 1,422,046	$ 1,411,934	$ (10,112)	-0.71%
Transfers/Advances In	3,250,000	11,350,000	9,350,000	9,350,000	-	0.00%
Total Revenues and Other Sources	11,187,000	19,287,000	10,772,046	10,761,934	(10,112)	**-0.09%**
Obligations						
Capital Improvements - CIP	12,308,400	20,409,400	18,402,343	18,402,343	-	0.00%
Capital Improvements - Community Center/Office	2,800,000	2,800,000	2,800,000	2,800,000	-	0.00%
Transfers/Advances Out	-	5,000,000	-	-	-	
Total Obligations	**15,108,400**	**23,209,400**	**21,202,343**	**21,202,343**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	(3,921,400)	(3,922,400)	(10,430,297)	(10,440,409)		
Beginning Fund Balance	11,601,775	11,601,775	11,601,775	11,601,775		
Ending Fund Balance	**$ 7,680,375**	**$ 7,679,375**	**$ 1,171,478**	**$ 1,161,366**	**$ (10,112)**	**-0.86%**

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	$ 3,749,087	$ 3,916,602	$ 167,515	4.47%
All Other Operating Revenues	151,250	151,250	80,226	111,832	31,606	39.40%
Total Revenues and other sources	**3,951,250**	**3,951,250**	**3,829,313**	**4,028,434**	**199,121**	**5.20%**
Obligations						
Public Works	4,112,200	4,112,200	4,029,956	3,973,876	56,080	1.39%
Total Obligations	**4,112,200**	**4,112,200**	**4,029,956**	**3,973,876**	**56,080**	**1.39%**
Excess of Revenue and Other Sources over Obligations:	(160,950)	(160,950)	(200,643)	54,558		
Beginning Fund Balance	1,449,715	1,449,715	1,449,715	1,449,715		
Ending Fund Balance	**$ 1,288,765**	**$ 1,288,765**	**$ 1,249,072**	**$ 1,504,273**	**$ 255,201**	**20.43%**

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	$ 494,630	$ 489,834	$ (4,796)	-0.97%
Total Revenues and other sources	**792,000**	**792,000**	**494,630**	**489,834**	**(4,796)**	**-0.97%**
Obligations						
Public Works	442,300	469,400	234,700	217,455	17,245	7.35%
Capital Improvements	452,000	498,000	497,805	497,805	-	0.00%
Transfers Out (including intra-city services)	100,000	100,000	21,612	21,612	-	0.00%
Total Obligations	**994,300**	**1,067,400**	**754,117**	**736,872**	**17,245**	**2.29%**
Excess of Revenue and Other Sources over Obligations:	(202,300)	(275,400)	(259,487)	(247,038)		
Beginning Fund Balance	1,771,114	1,771,114	1,771,114	1,771,114	-	
Ending Fund Balance	**$ 1,568,814**	**$ 1,495,714**	**$ 1,511,627**	**$ 1,524,076**	**$ 12,449**	**0.82%**

Monthly Financial Report
As of August 2024

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	$ 799,036	$ 821,758	$ 22,722	2.84%
All Other Operating Revenues	1,500	1,500	1,500	1,581	81	5.40%
Total Revenue	**1,176,500**	**1,176,500**	**800,536**	**823,339**	**22,803**	**2.85%**
Obligations						
Public Works	934,700	966,900	762,755	729,058	33,697	4.42%
Capital Improvements	630,000	630,000	407,603	407,603	-	0.00%
Capital Equipment	347,500	347,500	324,365	324,365	-	0.00%
Transfers Out (including intra-city services)	27,600	27,600	16,942	16,942	-	0.00%
Total Obligations	**1,939,800**	**1,972,000**	**1,511,665**	**1,477,968**	**33,697**	**2.23%**
Excess of Revenue and Other Sources over Obligations:	(763,300)	(795,500)	(711,129)	(654,629)		
Beginning Fund Balance (**)	3,007,693	3,007,693	3,007,693	3,007,693		
Ending Fund Balance	**$ 2,244,393**	**$ 2,212,193**	**$ 2,296,564**	**$ 2,353,064**	**$ 56,500**	**2.46%**

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	$ 742,691	$ 762,539	$ 19,848	2.67%
Investment Earnings	40,000	40,000	40,000	75,310	35,310	88.28%
Miscellaneous income	-	-	-	7,851	7,851	100.00%
Total Revenues and other sources	**793,000**	**793,000**	**782,691**	**845,700**	**63,009**	**8.05%**
Obligations						
Public Works	719,400	732,800	498,467	443,139	55,328	11.10%
Capital Equipment	287,500	287,500	267,709	267,709	-	0.00%
Transfers Out (including intra-city services)	77,700	77,700	15,478	15,478	-	0.00%
Total Obligations	**1,084,600**	**1,098,000**	**781,654**	**726,326**	**55,328**	**7.08%**
Excess of Revenue and Other Sources over Obligations:	(291,600)	(305,000)	1,037	119,374		
Beginning Fund Balance (**)	2,565,637	2,565,637	2,565,637	2,565,637		
Ending Fund Balance	**$ 2,274,037**	**$ 2,260,637**	**$ 2,566,674**	**$ 2,685,011**	**$ 118,337**	**4.61%**

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	$ 997,713	$ 976,820	$ (20,893)	-2.09%
Total Revenues and other sources	**1,013,800**	**1,013,800**	**997,713**	**976,820**	**(20,893)**	**-2.09%**
Obligations						
Parks and Recreation	1,054,700	1,077,700	986,440	930,487	55,953	5.67%
Total Obligations	**1,054,700**	**1,077,700**	**986,440**	**930,487**	**55,953**	**5.67%**
Excess of Revenue and Other Sources over Obligations:	(40,900)	(63,900)	11,273	46,333		
Beginning Fund Balance	344,087	344,087	344,087	344,087		
Ending Fund Balance	**$ 303,187**	**$ 280,187**	**$ 355,360**	**$ 390,420**	**$ 35,060**	**9.87%**

Monthly Financial Report
As of August 2024

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	$ 43,887,959	$ 40,986,765	$ 39,986,857	7.8%
Capital Asset Management	20,368,117	9,299,694	1,421,491	28,246,320	38.7%
Police Pension	1,167,500	819,276	258,537	1,728,239	48.0%
Fire Pension	1,167,500	819,276	258,537	1,728,239	48.0%
Self Insurance	1,003,601	112,114	18,906	1,096,809	9.3%
Capital Equipment	2,129,559	1,375,461	1,569,588	1,935,432	-9.1%
Police & Fire Pension	1,736,091	1,392,058	860,320	2,267,829	30.6%
Technology Fund	530,105	58,039	315,562	272,582	-48.6%
Tax Incentive Review Fund	1,270	-	-	1,270	0.0%
Street Maintenance and Repair Fund	1,795,847	1,567,441	1,608,086	1,755,202	-2.3%
EMS Billing Fund	701,619	1,624,011	522,482	1,803,148	157.0%
Law Enforcement	453,163	203,808	162,699	494,272	9.1%
Tree Planting Fund	49,640	42,500	-	92,140	85.6%
Enforcement Education	20,849	470	325	20,994	0.7%
Mayor's Court Computer	40,010	4,073	-	44,083	10.2%
Mayor's Court Special Project	156,791	13,560	4,336	166,015	5.9%
Local Fiscal Recovery Fund	2,450,228	-	-	2,450,228	0.0%
OneOhio Opioid Fund	53,506	82,084	5,451	130,139	143.2%
Economic Development	1,860,151	-	30,300	1,829,851	-1.6%
Arlington Centre TIF Fund	142,294	24,924	281	166,937	17.3%
Tremont Road TIF Fund	15,415	41,182	465	56,132	264.1%
Lane Avenue Mixed Use TIF Fund	638,001	1,240,616	624,623	1,253,994	96.6%
Lane Avenue TIF Fund	443,876	111,364	1,257	553,983	24.8%
Arlington Crossing TIF Fund	1,359,099	108,205	2,153	1,465,151	7.8%
Horizon TIF Fund	1,331,468	480,384	8,622	1,803,230	35.4%
Kingsdale West TIF Fund	439,920	55,565	632	494,853	12.5%
Kingsdale CORE TIF Fund	823,957	819,424	499,835	1,143,546	38.8%
Civil Service	72,800	-	8,840	63,960	-12.1%
Riverside North TIF Fund	18,976	2,798	32	21,742	14.6%
Riverside South TIF Fund	281,445	43,407	490	324,362	15.2%
W. Lane Northwest TIF Fund	17,157	17,528	198	34,487	101.0%
Lane II TIF Fund	1,188,865	1,290,670	570,055	1,909,480	60.6%
Kingsdale Center TIF Fund	756,632	914,447	1,206,476	464,603	-38.6%
Gateway TIF Fund	21,561	443,325	39,277	425,609	1874.0%
Neighborhood Lighting Utility	282,103	70,031	22,694	329,440	16.8%
Clerk of Courts Fund	20,135	4,074	4,510	19,699	-2.2%
UA Visitor's Bureau Fund	531,953	85,346	-	617,299	16.0%
General Bond Retirement	2,605,287	2,442,316	4,410,850	636,753	-75.6%
Bonded Improvements	65,561,099	2,293,922	42,273,544	25,581,477	-61.0%
Infrastructure Improvement Fund	24,655,170	10,761,934	6,587,078	28,830,026	16.9%
Estate Tax Fund	25,373	-	24,775	598	-97.6%
Community Fiber Optic Fund	345,281	195,516	89,183	451,614	30.8%
Employee Benefit	1,434,410	3,696,337	3,559,321	1,571,426	9.6%
BWC Administration Fund	1,216,593	234,507	147,883	1,303,217	7.1%
Solid Waste Management	1,793,773	4,028,434	2,629,098	3,193,109	78.0%
Water Surcharge	1,896,891	489,834	598,019	1,788,706	-5.7%
Sanitary Sewer Surcharge	3,065,235	823,339	595,126	3,293,448	7.4%
Stormwater Management	3,295,610	845,700	691,585	3,449,725	4.7%
UA Swimming Pools	363,048	976,820	903,472	436,396	20.2%
Unclaimed Funds	7,814	201	-	8,015	2.6%
Revolving Fund	39,331	1,182,977	833,473	388,835	888.6%
Construction Withholding	2,091,712	2,235,417	1,663,419	2,663,710	27.3%
Payroll Clearing Fund	557,720	25,269,046	25,252,400	574,366	3.0%
Totals (ROUNDED)	**$ 190,111,214**	**$ 122,546,294**	**$ 141,287,931**	**$ 171,369,577**	***ROUNDED TOTALS***

Monthly Financial Report
As of August 2024

Income Tax Comparisons

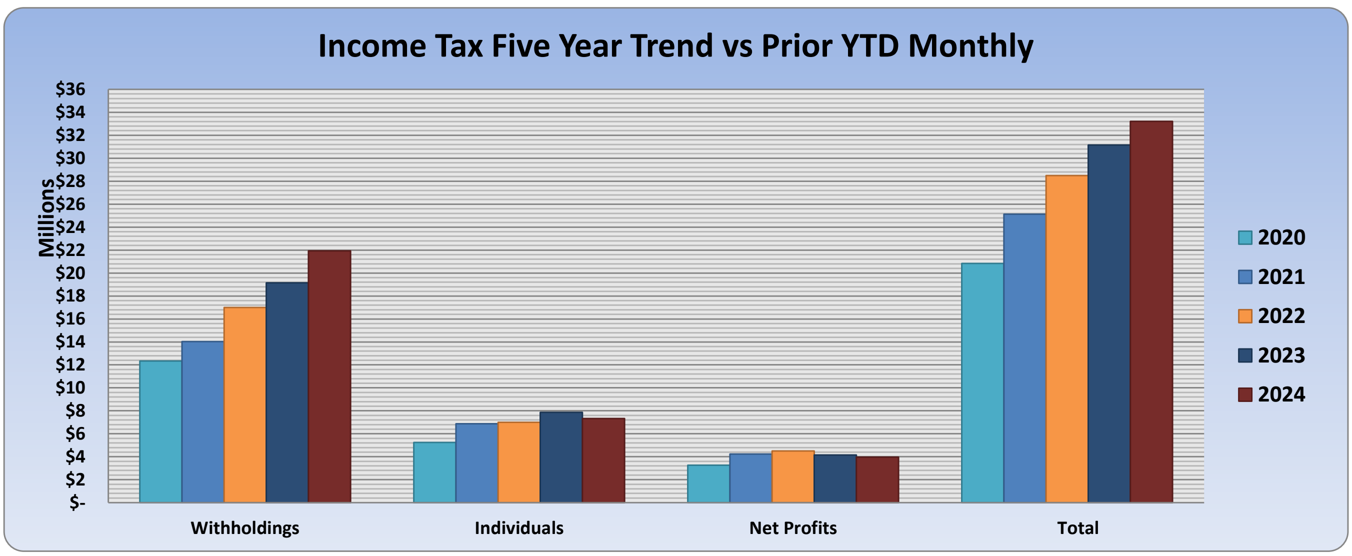
	Projections	Year to date	Difference	% Difference
Withholdings	$ 19,048,145	$ 21,938,195	$ 2,890,050	15.17%
Individuals	8,243,692	7,322,707	(920,985)	-11.17%
Net Profits	4,889,398	3,956,552	(932,846)	-19.08%
Total	$ 32,181,235	$ 33,217,454	$ 1,036,219	3.22%

Income Tax Five Year Comparison

	2020	2021	2022	2023	2024
Withholdings	$ 12,334,281	$ 14,040,611	$ 17,002,607	$ 19,139,778	$ 21,938,195
Individuals	5,234,180	6,870,955	6,987,467	7,859,870	7,322,707
Net Profits	3,261,398	4,223,141	4,502,065	4,156,081	3,956,552
Total	$ 20,829,859	$ 25,134,707	$ 28,492,139	$ 31,155,729	$ 33,217,454

Percentage Increase (Decrease) From Prior Year

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Withholdings	3.89%	13.83%	21.10%	12.57%	14.62%
Individuals	-9.74%	31.27%	1.70%	12.49%	-6.83%
Net Profits	16.01%	29.49%	6.60%	-7.69%	-4.80%
Total	1.70%	20.67%	13.36%	9.35%	**6.62%**



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

DATE	VENDOR	DESCRIPTION	AMOUNT
8-14-24	Russell Tree Experts	Summer Tree & Stump Removal	$27,154.00
8-15-24	ConvergeOne	Upgrade Fiber Network Equipment at Community Center	$55,749.00

QUALITY BASED SELECTION CONSULTANTS – AUGUST 2024

DATE	VENDOR	DESCRIPTION	AMOUNT
None			

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

DATE	VENDOR	DESCRIPTION	CHANGE ORDER AMOUNT	New Total
8-21-24	Kimmel Corp	Towel and Mat Replacement in Fleet	$160.25	$2,083.25

GRANTS AUGUST 2024

DATE	ORGANIZATION	DESCRIPTION	AMOUNT
None			

Street Renaming Policy

The Street Name Change Review Process for eligible streets begins with the submission of a complete application.

An eligible street is one that has not had a name change within the past 50 years.

A complete application includes the following:

1. Copy of the tax map showing:
    a. The street to be renamed and all lots involved in the request
    b. All streets that intersect the street to be renamed
    c. Requests must be for a continuous length of the street that begins and ends at a logical termini such as a dead end or intersection
2. Requested new street name
3. Provide biographical or historical information about the person or event for whom the street would be named after. Only individuals who are deceased are eligible for street renaming. If the request is to name the street after a person, the application should detail how the person was outstanding in achievement in the arts, professions, politics, science, education, sports, religion, commerce, philanthropy, public service, or a reputation that brings honor to the community, or personal commitment and service to the community, or has had a lasting effect for the good of the community.*
4. Following the receipt of an application, a petition will be prepared by the City Engineering Division containing all the names and addresses of property owners with land abutting the street in question (see a through c below). It will then be provided to the applicant for circulation. It will be the applicant's responsibility to contact all adjacent property owners in order to obtain evidence of 90% concurrence to the proposed street name change. Objections by 10% or more adjacent property owners, and/or a failure to obtain evidence to the contrary from each adjacent owner, will prevent said street renaming request from proceeding for City Council consideration.
    a. A petition requires a minimum of ten signatures
    b. If a street has less than ten parcels, any properties that touch the street (such as a side or back yard) must be included in the petition even if it would not result in an address change for that property.

    c. If this still results in less than ten properties, the closest properties on intersecting streets must be included in the petition even if it would not result in an address change for that property.

5. $500 application fee. The City will return $400 of the fee if the request if not granted.

Upon receipt of a complete application, staff will review the application and provide Council with:

1. Historical information about the current street name (if available)
2. A recommendation as to whether the requested name is consistent with City's Policy for Naming Public Properties, adopted 2/27/17.
3. A report detailing any concerns staff has identified with naming a street after the individual including the Franklin County Engineer's Office analysis to identify any conflicts across the County.
4. An estimated cost of replacing the renamed street signs

* These criteria match the criteria for eligibility for induction in the Wall of Honor. DMS Note: It's worded funky, but that's the exact working from the application.

Authors: Brent Lewis, Finance Department Director

Council Meeting Date: October 7, 2024

Subject/Legislative Item: Ordinance No. 55-2024 - An ordinance amending §221.06 - Authorized Investment Instruments of Chapter 221 - Depositories and Investments, of the Upper Arlington Code of Ordinances

Purpose: To amend C.O. Chapter 221 Depositories and Investments in accordance with the recommendations of the Financial Policies Review Committee.

Executive Summary: The Financial Policies Review Committee recommended changes to the City's investment policy. Since the policy is codified in Chapter 221, it requires an ordinance to adopt the changes.

Purpose and Impact
As noted in the staff report outlining the 2024 Financial Policies Review Committee's recommended changes, there are proposed changes to the City's investment policy. In summary, the changes:

- Add revenue bonds as an allowable investment (with restrictions).
- Add the ability to invest in general obligations and revenue bonds in any state within the USA, as opposed to just Ohio (with restrictions).
- Increase allowable maturities from five years to ten years, for the above investments

§ 221.06 - AUTHORIZED INVESTMENT INSTRUMENTS.

The following instruments are authorized for investment purposes:

(A) U.S. Treasury Bills, Notes, and Bonds; various federal agency securities including issues of Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corp. (FHLMC), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Government National Mortgage Association (GNMA), Tennessee Valley Authority (TVA) and other agencies or instrumentalities of the United States. GNMA mortgage-backed, pass-through securities are considered as eligible investments of the city and are not derivative securities, as defined under ORC § 135.14(C). Eligible investments include securities that may be "called", by the issuer, prior to the final maturity date. Any eligible investment may be purchased at a premium or a discount. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

(B) General obligations or revenue bonds of any state of the United States ~~of the State of Ohio~~.

(C) Bonds issued by local agencies of any state of the United States, including, g~~G~~eneral obligations and bonds payable solely out of the revenues of any county, township, school district, municipal corporation, or other legally constituted taxing subdivision ~~of Ohio~~, which is not at the time of such investment, in default in the payment of principal on any of its obligations, provided that all of the following apply:
~~1. The debt is payable from the general revenues and back by the full faith and credit of the political subsdvision.~~
~~2.~~1. The debt is rated at the time of purchase in the three highest classifications of at least one nationally recognized rating agency and purchased through a registered securities broker or dealer.
~~3.~~2. The aggregate value of the bonds/obligations does not exceed twenty percent (20%) of the portfolio.
~~4. The City is not the sole buyer of the issue.~~
~~5.~~3. The bonds or other obligations mature within ~~five~~ tenyears from the date of settlement.

History
The Financial Policies Review Committee meets every two years to review policies and recommend changes.

Alternatives
City Council could elect to adopt, reject, or amend the proposed changes.

Attachments

1.	Ordinance No. 55-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 55-2024

TO AMEND §221.06 – AUTHORIZED INVESTMENT INSTRUMENTS OF CHAPTER 221 – DEPOSITORIES AND INVESTMENTS, OF THE UPPER ARLINGTON CODE OF ORDINANCES

WHEREAS, the Financial Policies Review Committee meets every two years to review the City's Credit Card Policy, Debt Policy, Financial Policies, and Investment Policy; and

WHEREAS, on August 6, 2024, the Financial Policies Review Committee recommended changes to the City's Investment Policy, which requires an amendment to the Upper Arlington Code of Ordinances; and

WHEREAS, proposed changes to the Investment Policy include the addition of revenue bonds as an allowable investment (with restrictions), allow for the investment in general obligations and revenue bonds in any state within the United States, as opposed to just Ohio (with restrictions), and increase allowable maturities from five years to ten years, for the above investments.

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

SECTION 1. Section 221.06 - Authorized Investment Instruments of Chapter 221 - Depositories and Investments, of the Upper Arlington Code of Ordinances is hereby amended as follows:

§ 221.06 - AUTHORIZED INVESTMENT INSTRUMENTS.

The following instruments are authorized for investment purposes:

(A) U.S. Treasury Bills, Notes, and Bonds; various federal agency securities including issues of Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corp. (FHLMC), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Government National Mortgage Association (GNMA), Tennessee Valley Authority (TVA) and other agencies or instrumentalities of the United States. GNMA mortgage-backed, pass-through securities are considered as eligible investments of the city and are not derivative securities, as defined under ORC § 135.14(C). Eligible investments include securities that may be "called", by the issuer, prior to the final maturity date. Any eligible investment may be purchased at a premium or a discount. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

(B) General obligations or revenue bonds of any state of the United States ~~of the State of Ohio~~.

(C) Bonds issued by local agencies of any state of the United States, including, g~~G~~eneral obligations and bonds payable solely out of the revenues of any county, township, school district, municipal corporation, or other legally constituted taxing subdivision ~~of Ohio~~, which is not at the time of such investment, in default in the payment of principal on any of its obligations, provided that all of the following apply:

~~1. The debt is payable from the general revenues and back by the full faith and credit of the political subdivision.~~

~~2.~~1. The debt is rated at the time of purchase in the three highest classifications of at least one nationally recognized rating agency and purchased through a registered securities broker or dealer.

~~3.~~2. The aggregate value of the bonds/obligations does not exceed twenty percent (20%) of the portfolio.

~~4. The City is not the sole buyer of the issue.~~

~~5.~~3. The bonds or other obligations mature within ~~five~~ ten years from the date of settlement.

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

City of Upper Arlington

3600 Tremont Road | Upper Arlington, OH 43221
614-583-5000 | upperarlingtonoh.gov

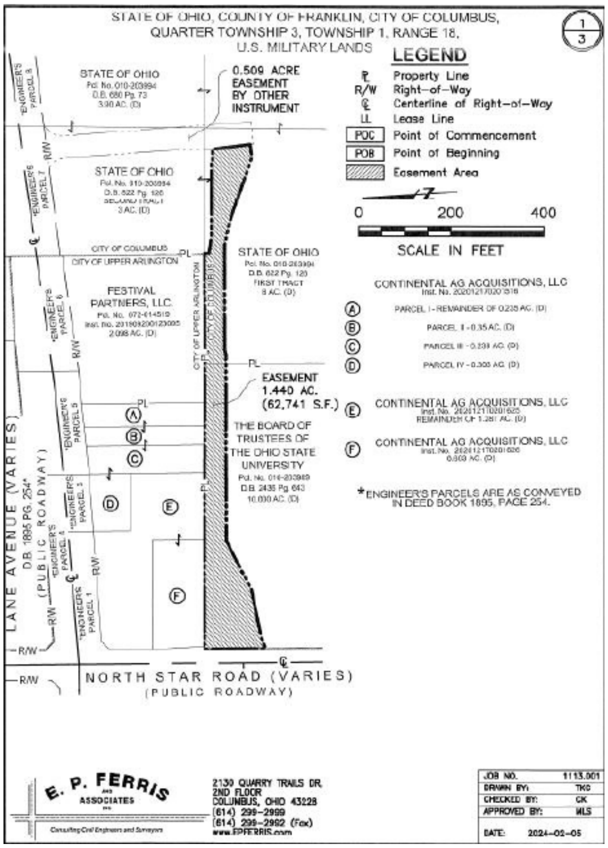
STAFF REPORT

Authors:	Gary Wilfong, P.E., Public Service Director
Council Meeting Date:	October 7, 2024
Subject/Legislative Item:	Ordinance No. 57-2024 - An ordinance approving easement agreements to ensure ongoing street maintenance for the Arlington Gateway Project and to authorize the abandonment of an easement
Purpose:	To provide access rights to maintain City infrastructure.
Executive Summary:	Enter into Easement Agreements for the maintenance of streets and sewers and abandon an existing easement no longer required.

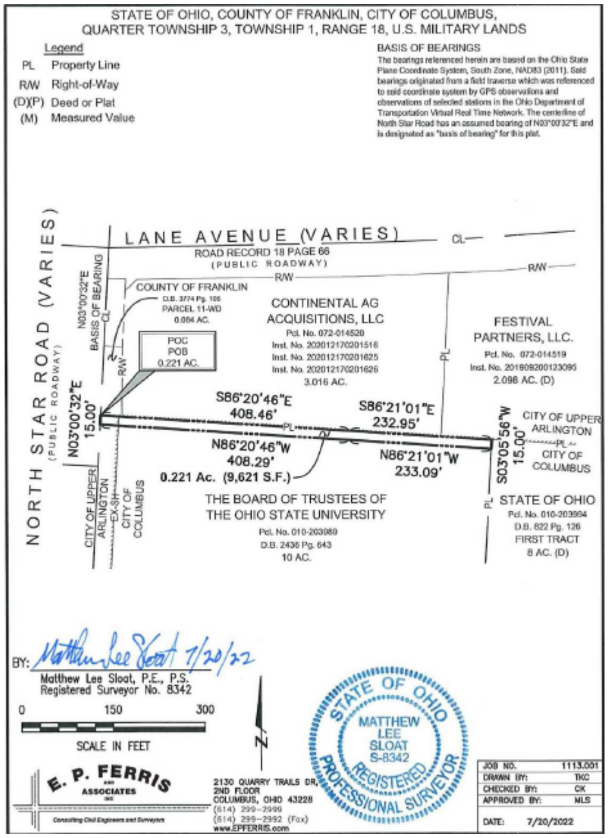
Purpose and Impact

The Arlington Gateway project is a transformative redevelopment at the southeast corner of Lane Avenue and North Star Road that was a comprehensive effort between the City of Upper Arlington, Continental Real Estate Companies and The Ohio State University. This development required modifications to existing sanitary sewers and roadways to accommodate the change in use of the site, including the construction of a new access road on the south side of the development and the removal of an existing sanitary sewer lift station and the installation of a new sanitary sewer. Since this roadway and sewer are located on Ohio State University property, easements are required to permit the city to maintain the infrastructure that was installed. Additionally, Ohio State University has requested that the City release the easement that covered the lift station that is no longer in use. Following are the three easement actions:

- QuitClaim Deed of Easement (Roadway)
    1. Accepting an easement granting the City of Upper Arlington the ability to maintain the new access road infrastructure.



- State of Ohio Easement
    1. Accepting an easement granting the City of Upper Arlington the ability to maintain the new sanitary sewer.



- Release of State of Ohio Easement
    1. Releases an existing easement that was in place for the maintenance of a sewer lift station, which has been removed.

History

In 2018 the Upper Arlington City Council authorized the City Manager to enter into a development agreement with Continental Real Estate Companies for the Arlington Gateway Project (Ordinance 63-2018). This ordinance, as well as an amending ordinance in 2020 (Ordinance 54-2020), led to an Economic Development Agreement that was signed in July of 2021. Exhibit C of the agreement defined the improvements that were to be constructed in conjunction with the project, which includes the access road and sanitary sewer which initiated these easements. In addition, the agreement defines that the developer will pay the associated purchase cost of the roadway easement with Ohio State ($200,000). With the required improvements defined, the City worked with Ohio State to obtain the required easements for the improvements constructed on Ohio State property.

Additionally, with the construction of a gravity sanitary sewer system, a lift station that was in place is no longer required. Ohio State has requested that the City agree to release this easement.

Alternatives

Delaying the passage of this ordinance would delay the City's ability to maintain infrastructure agreed to in the Economic Development Agreement.

Attachments

1.	Ordinance No. 57-2024
2.	Exhibit A - Quitclaim Deed
3.	Exhibit B - State of Ohio Easement
4.	Exhibit C - Release of State of Ohio Easement

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 57-2024

TO APPROVE EASEMENT AGREEMENTS TO ENSURE ONGOING STREET MAINTENANCE FOR THE ARLINGTON GATEWAY PROJECT AND TO AUTHORIZE THE ABANDONMENT OF AN EASEMENT

WHEREAS, the Arlington Gateway project is a transformative redevelopment at the southeast corner of Lane Avenue and North Star Road that was a comprehensive effort between the City, Continental Real Estate Companies, and Ohio State University; and

WHEREAS, the development required modifications to existing sanitary sewers and roadways, including construction of a new access road on the south side of the development, removal of an existing sanitary sewer lift station, and the installation of a new sanitary sewer; and

WHEREAS, the roadway and sewer are located on Ohio State University property, therefore easements are required to permit the City to maintain the installed infrastructure; and

WHEREAS, Ohio State University requested the City release the easement that covered the lift station that is no longer in use; and

WHEREAS, Staff have reviewed the easement agreements and recommend accepting the two agreements and abandoning the one no longer required agreement; and

WHEREAS, City Council is satisfied that there is good cause for the acceptance and abandonment of these easements, which will not be detrimental to the general public.

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

SECTION 1. City Council hereby agrees to enter into a Quitclaim Deed of Easement Agreement, attached hereto and incorporated herein as Exhibit A, for the maintenance of streets.

SECTION 2. City Council hereby agrees to enter into a State of Ohio Easement, attached hereto and incorporated herein as Exhibit B, for the maintenance of sewers.

SECTION 3. City Council hereby agrees to enter into a Release of State of Ohio Easement, attached hereto and incorporated herein as Exhibit C, to abandon an existing easement no longer required.

SECTION 4. City Council hereby agrees that there is good cause for the acceptance and abandonment of these easements, which will not be detrimental to the general public.

SECTION 5. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 6. This ordinance shall take effect immediately upon passage.

QUITCLAIM DEED OF EASEMENT (ROADWAY)

THE OHIO STATE UNIVERSITY, an instrumentality of the State of Ohio ("**Grantor**"), for valuable consideration paid by THE CITY OF UPPER ARLINGTON, OHIO, an Ohio political subdivision and municipal corporation ("**Grantee**"), the receipt of which is hereby acknowledged, does hereby quitclaim unto Grantee, its successors and assigns, pursuant to Ohio Revised Code Section 3345.18, a perpetual easement ("**Easement**") in, under, across, over, and through the real property described on **<u>Exhibit "A"</u>** attached hereto and made a part hereof by reference ("**Easement Area**"), to the extent of Grantor's interest therein, for the purposes of reconstructing, maintaining, repairing and operating access roadway improvements, installations, enhancements, facilities and equipment related thereto, including without limitation, a retaining wall, associated drainage and supporting storm water infrastructure (collectively, the "**Improvement**") which will be constructed by Continental AG Acquisitions, LLC, its successors or assigns ("**Continental**") in connection with its mixed–use project ("**Arlington Gateway Project**"), subject to all prior leases, licenses, easements, covenants, conditions and restrictions of record, and the following terms, conditions, restrictions, and limitations:

1. Grantee, for itself and its permitted successors and assigns, agrees to and accepts all of the terms, conditions, restrictions, and limitations set forth in this instrument and Grantee's exercise of any of its rights or fulfillment of any of its obligations hereunder shall be deemed to demonstrate Grantee's agreement and acceptance of all such conditions, restrictions and limitations.

2. All permits, approvals, and consents associated with the Grantee's Improvement are the sole responsibility of Grantee. If, because of any work or materials furnished to the Easement Area by Grantee, any mechanic's lien or other lien is filed against the Easement Area or other property of Grantor, Grantee shall, at its own expense, cause such lien to be discharged or post an appropriate bond, or take any other action which by law has the effect of discharging such lien of record. Any easements or access agreements for electricity or any other utilities needed for the Improvement hereunder shall be submitted to Grantor for review and approval, which approval shall not be unreasonably withheld provided, however, any such requested easements, licenses, or access agreements shall comply with the applicable requirements and limitations of Chapter 123 of the Ohio Revised Code including, without limitation, being prepared by and in form and substance as required by the Ohio Department of Administrative

Services, and shall be subject to the consents of the Tenants (as hereafter defined).

3. Grantee acknowledges that a portion of the Easement Area crosses over land leased by Grantor to Festival Partners II, LLC, ("**Festival Tenant**") and over land leased to the Department of Administrative Services for the State of Ohio Computer Center ("**SOCC Tenant**") (the Festival Tenant and SOCC Tenant are hereinafter collectively referred to as the "**Tenants**"), and acknowledges and agrees that the consent of the Tenants to this Easement is required for Grantee as a condition to the granting of this Easement, which consent is hereby evidenced by the signature of Tenants attached to this Deed of Easement.

4. As consideration for this Easement, Grantee shall pay to Grantor the total sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00). Grantee shall tender the payment to Grantor upon delivery to Grantee of a fully executed counterpart of this Easement.

5. Grantor shall not be responsible for any damages, losses, or expenses arising from interruption of utility services caused by Grantee's maintenance, re-construction, and/or repairs to the Improvement as permitted hereunder.

6. The Improvement shall be declared for public use as of the commencement of this Easement. Notwithstanding the foregoing, nothing herein shall be construed to create any right in or be for the benefit of any person other than Grantee in the Easement Area, it being the intent of this Easement, except as to the Grantee, to be strictly limited to and for the purposes herein expressed.

7. At its expense and within thirty (30) days of its receipt, Grantee will record this instrument, and any associated addendums or modifications, in the county recorder's office where the Easement Area is situated, and Grantee will forward Grantor a copy of the recorded instrument within thirty (30) days of the date of recording.

8. As soon as practicable after each exercise by Grantee of its rights hereunder, Grantee shall restore to its former condition as nearly as is reasonably possible, but subject to the Improvement anticipated by the easement rights granted herein, the Easement Area and any other property of Grantor or the Tenants affected by Grantee's use of the Easement as provided herein, including any utility service lines, paved roadway, paved surface parking, curbs, driveways, landscaping, fencing, and sidewalks. Grantee shall be responsible for coordinating its actions related to the Improvement in a manner that reasonably minimizes the interruption of any existing utilities.

9. Grantee agrees to accept the Easement Area in its "as-is" condition "with all faults". No representations or warranties have been made or are made, and no responsibility has been or is assumed by Grantor or by any trustee, officer, person, employee, agent, or representative acting or purporting to act on behalf of Grantor as to the condition or repair of the Easement Area or any other fact or condition which has or might affect the Easement Area or the condition or repair of the Easement Area or any portion thereof.

10. Grantee shall not, and Grantee shall not permit its agents, employees or contractors, to use, maintain, generate, store, treat or dispose of any substance or material defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree, in or on the Easement Area in violation of any applicable federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances or materials as may now or at any time hereafter be in effect and as amended from time to time.

11. Notwithstanding anything to the contrary herein, Grantor and Grantee acknowledge and agree that maintenance of the single storm water management structure to be located within the Easement Area and identified on **Exhibit "B"** attached hereto and made a part hereof by reference, shall be the responsibility of Grantor.

12. Grantee shall not assign or transfer any interest in this Easement to any other party, or any part thereof, to any other party.

13. Grantor may find Grantee in default of this Easement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (a) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable and the same remains unpaid five (5) days after the same is due, or (b) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed, and if such default remains uncured fifteen (15) days after written notice setting forth the default, or if such default is unable to be cured within fifteen (15) days and Grantee does not commence to cure such default within fifteen (15) days, Grantor may sue Grantee for the specific performance of any obligation undertaken by Grantee under this Easement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction, in order to recover any such amount as may be due and payable to Grantor, but shall not be entitled to terminate the Easement.

14. The Easement granted herein shall be effective against and binding upon the Grantor and Grantee and their respective successors and assigns.

15. The rights granted herein are nonexclusive and shall not be construed to interfere with or restrict the Grantor's paramount right to use the described Easement Area for any and all public purposes or locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, and use property improvements in, over, under, across and through said Easement Area, so long as Grantor's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.

16. All notices, demands, requests, consents and approvals that may or are required to be given by either party to the other under this Easement shall be given in writing by personal delivery, by overnight courier service, or by certified U.S. mail, postage prepaid,

return receipt requested, and shall be deemed given when delivered, or if mailed by certified mail, three (3) days after deposit in the U.S. mail, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth in this section:

To Grantor at:

The Ohio State University
Planning, Architecture and Real Estate
1534 North High Street
Gateway D, 2nd Floor
Columbus, Ohio 43201
Attention: Real Estate Administrator

To the Grantee at:

The City of Upper Arlington, Ohio
3600 Tremont Road
Columbus, Ohio 43221
Attn: City Manager

17. This Easement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both Grantor and Grantee and consented to by the Tenants so long as their respective leases remain in effect.

18. This Easement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Easement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

19. This Easement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[The remainder of this page intentionally left blank; signatures, acknowledgements, and exhibits to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the _____ day of ____________________, 2024.

"**Grantor**"

THE OHIO STATE UNIVERSITY,
an instrumentality of the State of Ohio

By: ______________________________
Michael Papadakis
Senior Vice President, Business and Finance
and Chief Financial Officer

STATE OF OHIO

By: ______________________________
Mike DeWine, Governor

and countersigned

By: ______________________________
Frank LaRose, Secretary of State

"**Grantee**"

THE CITY OF UPPER ARLINGTON, OHIO,
an Ohio political subdivision and municipal
corporation

By: ______________________________
Steven Schoeny
City Manager

Consent and Acknowledgement of Festival Partners II, LLC

The undersigned, being the duly authorized representative of Festival Partners II, LLC, an Ohio limited liability company, the “Lessee” under that certain State of Ohio Lease, by and between State, on behalf of Grantor, and Festival Partners II, LLC, dated June 11, 2003, as amended, hereby consents to the foregoing Easement, which consent shall irrevocable and be binding on its successors and assigns.

Festival Partners II, LLC
an Ohio Limited Liability Company

By: ______________________________

Title: ______________________________

Date: ______________________________

Consent and Acknowledgement of
Department of Administrative Services
(SOCC Tenant)

Upon payment of the consideration in accordance with Section 4 of the foregoing Easement, the undersigned, being the duly authorized representative of the Department of Administrative Services, successor in interest to Ohio Building Authority as “Lessee” of a certain Land Lease dated December 18, 1987, hereby consents to the foregoing Easement, which consent shall be, irrevocable and binding on its successors and assigns.

Department of Administrative Services

By: ______________________________

Title: ______________________________

Date: ______________________________

Acknowledgements

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me the _____ day of __________________, 2024, by Michael Papadakis, the Senior Vice President, Business and Finance and Chief Financial Officer, of The Ohio State University, on behalf of the University. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

(seal)

____
Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me the _____ day of _________________, 2024, by Steven Schoeny, the City Manager of the City of Upper Arlington, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

(seal)

____
Notary Public

This instrument prepared by:
The Ohio State University Office of Legal Affairs
1590 North High Street, Fifth Floor
Columbus, OH 43201
Phone: 614.292.0611

Exhibit A
Easement Area

Situated in the State of Ohio, County of Franklin, City of Columbus, Quarter Township 3, Township 1, Range 18, U.S. Military Lands, and being part of a 10 acre tract as conveyed to The Board of Trustees of the Ohio State University in Deed Book 2436, Page 643, and part of an 8 acre tract as conveyed to the State of Ohio in Deed Book 822, Page 126, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

BEGINNING at the northwesterly corner of said 10 acre tract, also being on the easterly right-of-way line of North Star Road (width varies);

Thence along the northerly line of said 10 acre tract the following two (2) courses:

1) South 86°20'46" East, 378.46 feet to a point;
2) South 86°21'01" East, 150.03 feet to a point;

Thence continuing along the northerly line of said 10 acre tract and along the northerly line of said 8 acre tract, South 86°24'36" East, 319.64 feet to a point;

Thence leaving the northerly line of said 8 acre tract and continuing across said 8 acre tract the following fifteen (15) courses:

1) South 04°16'03" West, 9.90 feet to a point;
2) Along a curve to the right having an arc length of 37.17 feet, a radius of 438.50 feet, a deflection angle of 04°51'26", and a chord bearing and distance of South 78°29'30" East, 37.16 feet to a point;
3) South 86°23'18" East, 166.32 feet to a point;
4) South 03°36'01" West, 2.05 feet to a point;
5) South 85°57'40" East, 23.85 feet to a point on a westerly line of a 0.509 acre easement (conveyed by another instrument);
6) Along said westerly 0.509 acre easement line, South 03°23'45" East, 81.24 feet to a point;
7) Leaving said westerly 0.509 acre easement line, South 86°36'15", 27.56 feet to a point;
8) North 67°42'06" West, 66.58 feet to a point;
9) Along a curve to the left having an arc length of 74.09 feet, a radius of 16.50 feet, a deflection angle of 82°40'01", and a chord bearing and distance of North 49°18'11" West, 21.79 feet to a point of tangency;
10) South 89°21'53" West, 16.27 feet to a point of curvature;
11) Along a curve to the right having an arc length of 57.60 feet, a radius of 130.71 feet, a deflection angle of 25°14'56", and a chord bearing and distance of North 80°19'34" West, 57.13 feet to a point of tangency;
12) North 67°42'06" West, 127.28 feet to a point of curvature;
13) Along a curve to the left having an arc length of 74.09 feet, a radius of 407.50 feet, a deflection angle of 10°25'03", and a chord bearing and distance of North 72°52'51" West, 73.99 feet to a point;
14) North 86°22'18" West, 223.05 feet to a point;
15) South 81°05'10" West, 10.24 feet to a point;

Thence continuing across said 8 acre tract and thence across said 10 acre tract, North 86°32'15" West, 399.65 feet to a point;

Thence continuing across said 10 acre tract the following three (3) courses:

Exhibit A
Easement Area Continued

1) South 66°14'34" West, 116.69 feet to a point;
2) South 81°57'22" West, 104.99 feet to a point;
3) South 70°12'58" West, 26.71 feet to a point on the westerly line of said 10 acre tract and the easterly right-of-way line of said North Star Road;

Thence along the westerly line of said 10 acre tract and said easterly right-of-way line, North 03°00'32" East, 132.09 feet to the **TRUE POINT OF BEGINNING,** containing 1.440 acres, more or less.

The above described tract contains 0.908 acres out of PID 010-203989 and 0.532 acres out of PID 010-203994.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Real Time Network. The centerline of North Star Road has an assumed bearing of North 03°00'32" East and is designated as "basis of bearing" for this description.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on February 5, 2024.

STATE OF OHIO
MATTHEW
LEE
SLOAT
S-8342
REGISTERED
PROFESSIONAL SURVEYOR

Matthew Lee Sloat 2/5/24

Matthew Lee Sloat, PS 8342 Date

Exhibit A
Easement Area Continued

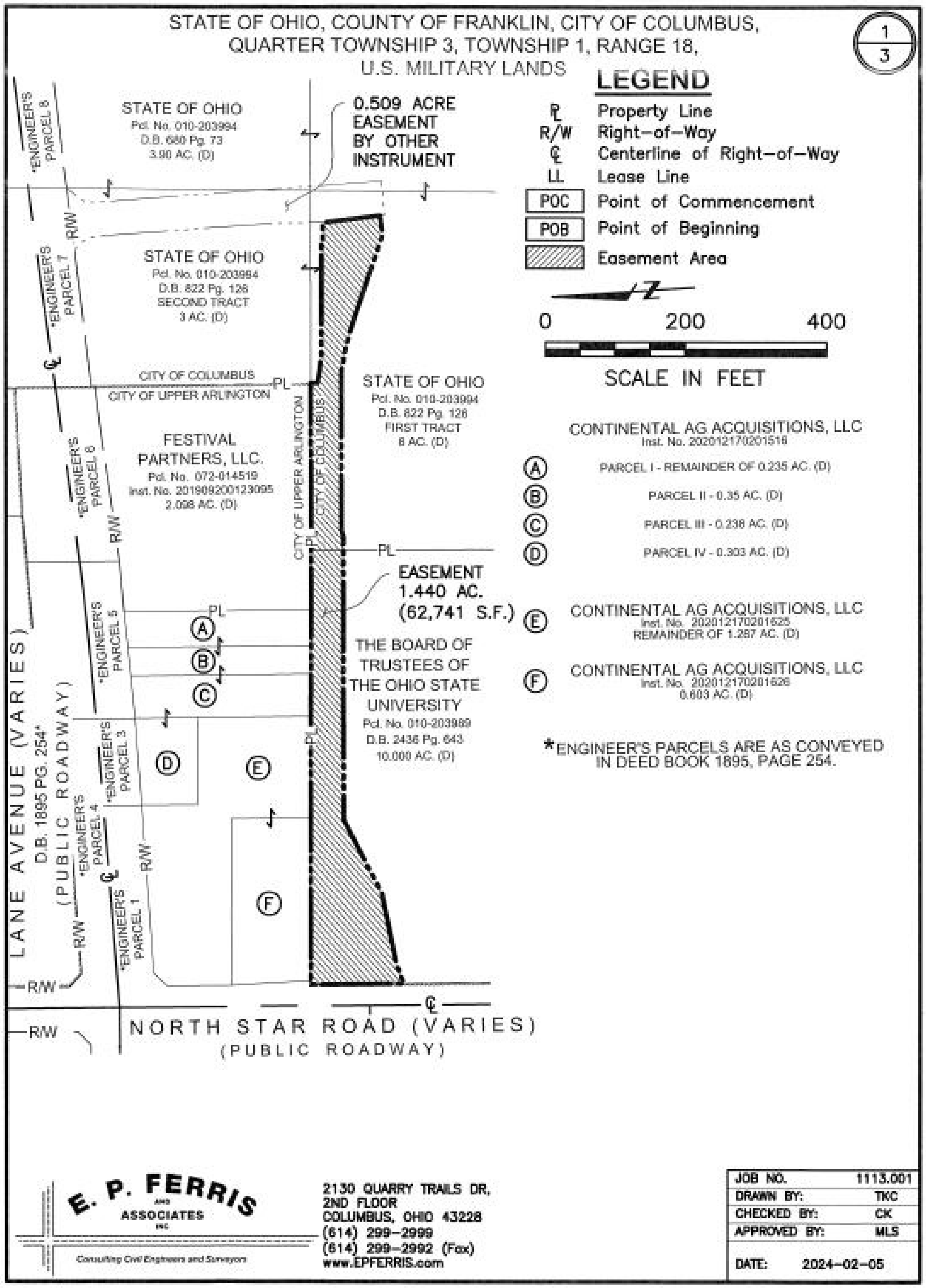


Exhibit A
Easement Area Continued

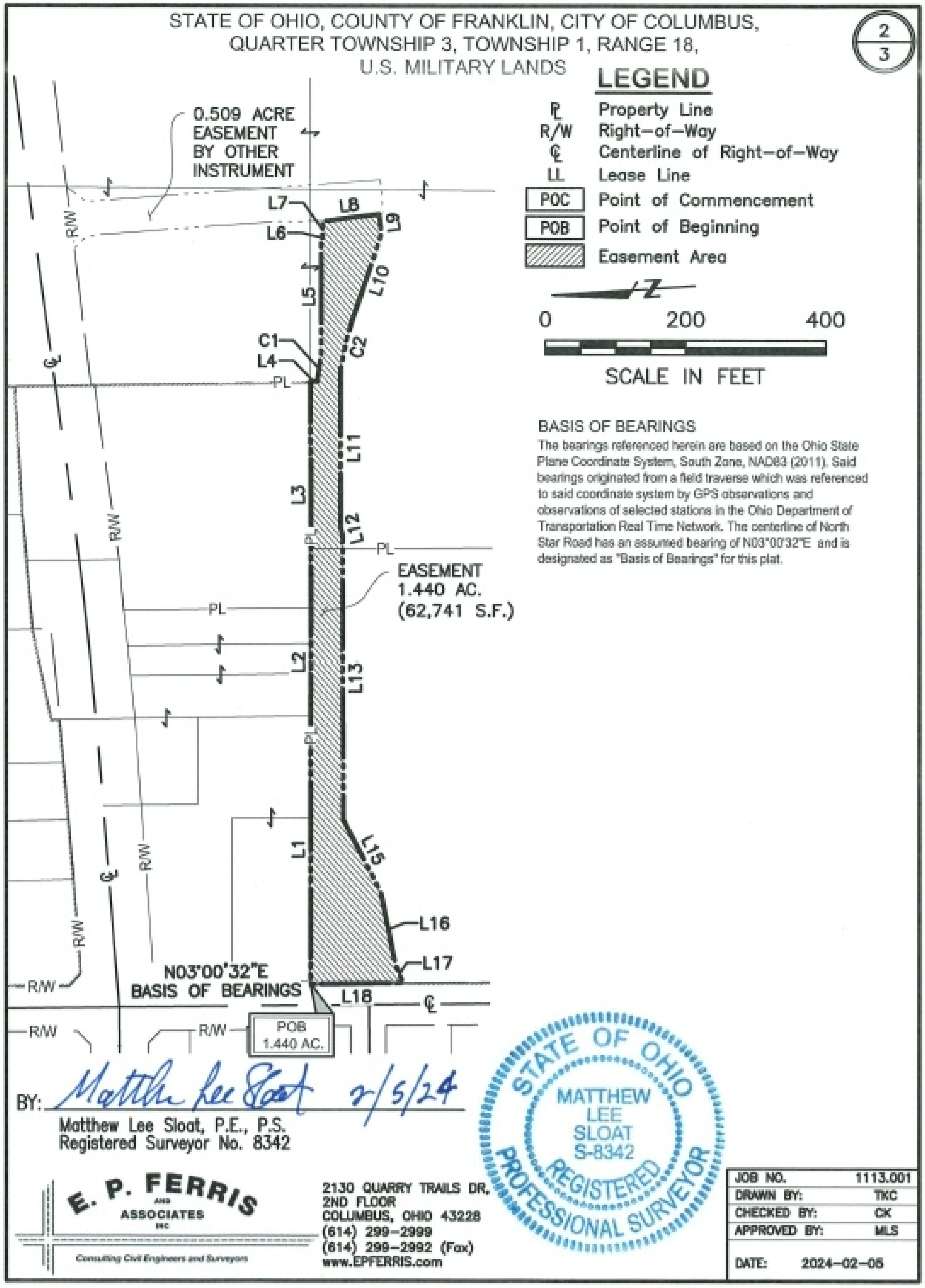


Exhibit A
Easement Area Continued

3
3

LINE TABLE		
LINE	LENGTH	BEARING
L1	378.46'	S86°20'46"E
L2	150.03'	S86°21'01"E
L3	319.64'	S86°24'36"E
L4	9.90'	S04°16'03"W
L5	166.32'	S86°23'18"E
L6	2.05'	S03°36'01"W
L7	23.85'	S85°57'40"E
L8	81.24'	S03°23'45"E
L9	27.56'	S86°36'15"W
L10	127.28'	N67°42'06"W
L11	223.05'	N86°22'18"W
L12	10.24'	S81°05'10"W
L13	399.65'	N86°32'15"W
L15	116.69'	S66°14'34"W
L16	104.99'	S81°57'22"W
L17	26.71'	S70°12'58"W
L18	132.09'	N03°00'32"E

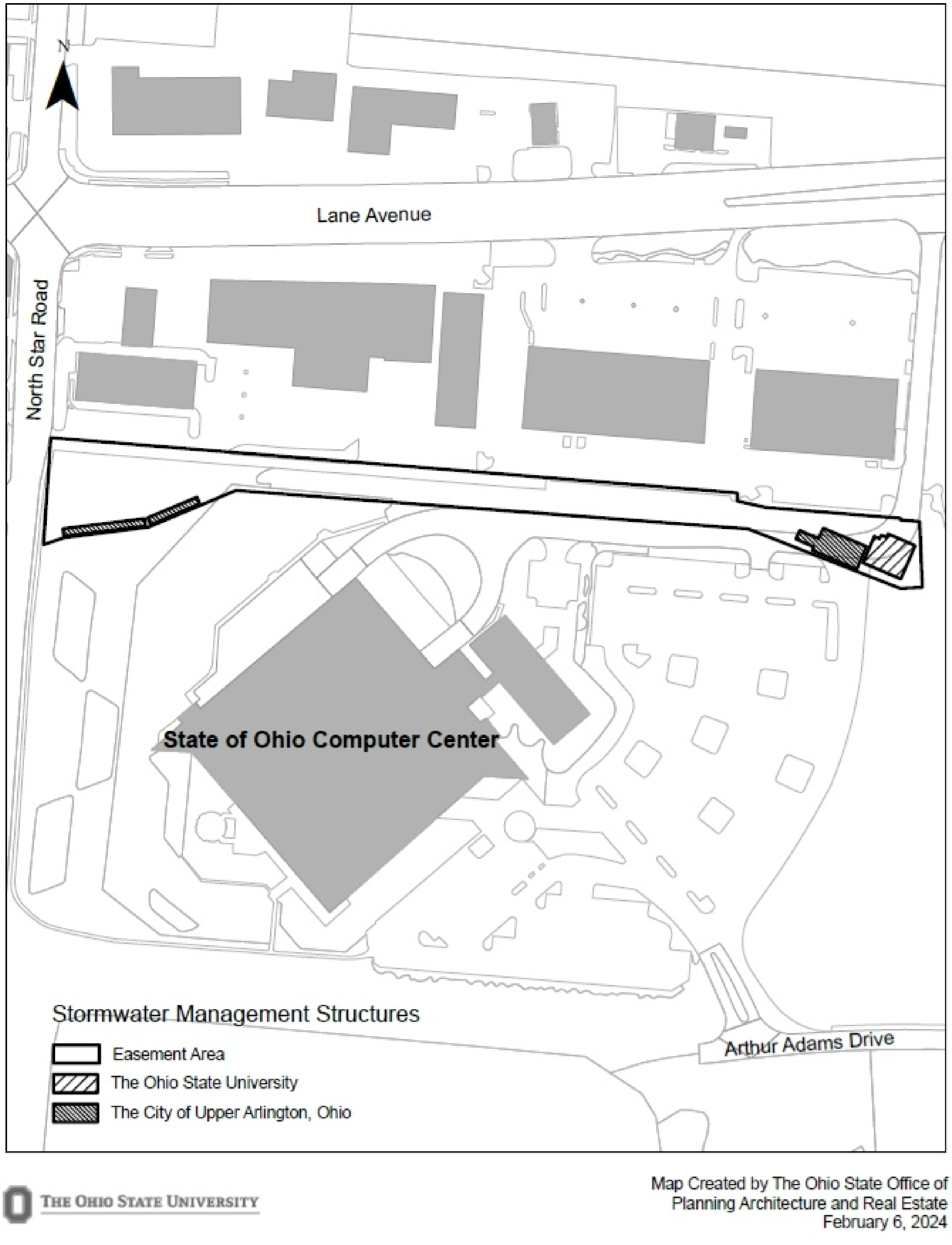
CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	37.17'	438.50'	004°51'26"	37.16'	S78°29'30"E
C2	74.09'	407.49'	010°25'04"	73.99'	N72°52'51"W

E. P. FERRIS AND ASSOCIATES INC.
Consulting Civil Engineers and Surveyors

2130 QUARRY TRAILS DR,
2ND FLOOR
COLUMBUS, OHIO 43228
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com

JOB NO.	1113.001
DRAWN BY:	TKC
CHECKED BY:	CK
APPROVED BY:	MLS
DATE:	2024-02-05

Exhibit B
Storm Water Management Structures



STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of ________________, 2024, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of The Ohio State University (hereinafter referred to as "Agency"), and the City of Upper Arlington, Ohio, a municipal corporation duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 3600 Tremont Road, Upper Arlington, Ohio 43221, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 7843 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain sanitary sewer pipeline upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a sanitary sewer pipeline (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for twenty-five (25) years, commencing on October 1, 2024 (hereinafter referred to as "Commencement Date"), and expiring on September 30, 2049 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

III. **CONSIDERATION**.

In consideration of the State granting the within Easement, Grantee hereby grants to Agency the right and easement to tie into the Improvement at the point of connection with the sanitary sewer lift station to be constructed, installed, and operated by Agency under an easement for the same. Upon reasonable advance notice to Agency, Grantee may, at Grantee's sole cost and expense, access the Agency's lift station for purposes of inspecting the physical condition of the lift station only. Grantee shall not conduct or allow any physically intrusive inspections of the lift station. Grantee agrees that Agency may have a representative present to observe any such inspections by Grantee. Nothing in this Section III shall grant or be deemed to grant any rights in the lift station or the underlying land to Grantee, and Grantee agrees to be responsible for any loss, damage, cost or expense caused by the Grantee's inspections conducted by Grantee hereunder. Grantee is not responsible for damages to the Improvement caused by Grantor's failure to properly maintain the lift station, resulting in blockages, breaks, and/or back-ups.

IV. **CONSTRUCTION/MAINTENANCE**.

(A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all applicable local, state and federal laws, rules and regulations and applicable industry guidelines, including, without limitation, compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall control.

(B) If the surface of any non-paved ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not later than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay Agency for all damages caused thereto.

(C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.

(D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to said work or the Improvement.

(E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.

(F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.

(G) Grantee shall operate, maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any operation, maintenance and repairs shall be performed in a good and workmanlike manner.

V. <u>LIABILITY</u>.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. <u>INSURANCE</u>.

At all times during the term of this Agreement, Grantee shall maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense. The defense cost shall be outside of the policy limits. Grantee shall include the State and Agency as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Grantee. Grantee waives all rights against the State for damages to the extent there is coverage afforded by Grantee's insurance maintained pursuant to this Agreement. Grantee shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to State as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co., or its successor.

Grantee shall, for each policy required by this Agreement provide State with thirty (30) days' prior written notice of cancellation, or non-renewal, except a ten (10) day notice for non-payment of premium. Any failure to comply with this reporting provision may constitute a default of this Agreement. State reserves the right to approve or reject levels of self-insured retention, captive insurance, or any other alternative risk-financing program. By requiring insurance herein, State does not represent that the coverage and limits will be adequate to protect Grantee and such coverage and limits do not represent or serve as a limitation on Grantee's liability under the indemnities granted to State under this Agreement.

VII. <u>MECHANIC'S LIENS</u>.

(A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.

(B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or to bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated by Grantee by delivering written notice to State and Agency no less than ninety (90) days prior to the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the

Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

(A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.

(B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.

(C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

(D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

(E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

(a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

(b) with respect to Agency, addressed to:
The Ohio State University
Planning, Architecture and Real Estate
Gateway D, 2nd Floor
1534 North High Street
Columbus, Ohio 43201
Attention: Real Estate Administrator

and,

(c) with respect to Grantee, addressed to:
City of Upper Arlington, Ohio
3600 Tremont Road
Upper Arlington, Ohio 43221
Attention: City Manager

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of State, Agency and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

The terms of the within State of Ohio Easement are accepted and agreed to by The Ohio State University.

By: ____ Date: _____________________________

Amanda Hoffsis, Vice President
Planning, Architecture and Real Estate

Consent and Acknowledgement of
Festival Partners II, LLC
(FESTIVAL TENANT)

The undersigned, being the duly authorized representative of Festival Partners II, LLC, an Ohio limited liability company, the "Lessee" under that certain State of Ohio Lease, by and between State, on behalf of Agency, and Festival Partners II, LLC, dated June 11, 2003, as amended, hereby consents to the foregoing Agreement, which consent shall be irrevocable and be binding on its successors and assigns.

Festival Partners II, LLC
an Ohio Limited Liability Company

By: _____________________________________

Title: _____________________________________

Date: _____________________________________

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The State of Ohio

By: ______________________________
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _________________, 2024, before me personally appeared _____________________, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

____
Notary Public, State of Ohio
My Commission Expires:_____________

GRANTEE
City of Upper Arlington, Ohio
an Ohio Municipal Corporation

By: ___________________________________
Steven Schoeny
City Manager

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ____ day of _________________, 2024, before me personally appeared Steven Schoeny, City Manager, of the City of Upper Arlington, Ohio, a municipal corporation, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the City of Upper Arlington, Ohio and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the City of Upper Arlington, Ohio.

____
Notary Public, State of Ohio
My Commission Expires_______________

APPROVED AS TO FORM:
Upper Arlington City Attorney's Office

By: _______________________________________ Date: ______________________
Darren Shulman, City Attorney

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

Situate in the State of Ohio, County of Franklin, City of Columbus, Quarter Township 3, Township 1, Range 18, U.S. Military Lands, and being part of a 10 acre tract as conveyed to The Board of Trustees of the Ohio State University in Deed Book 2436, Page 643, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

BEGINNING at the northwesterly corner of said 10 acre tract, being on the centerline of North Star Road (width varies) and the southwesterly corner of a 0.084 acre tract as conveyed to the County of Franklin in Deed Book 3774, Page 106;

Thence along a northerly line of said 10 acre tract, in part along the southerly line of said 0.084 acre tract, and in part along a southerly line of a tract as conveyed to Continental Ag Acquisitions, LLC in Instrument Number 202012170201516, Instrument Number 202012170201625, and Instrument Number 202012170201626, South 86°20'46" East, 408.46 feet to a point;

Thence along a northerly line of said 10 acre tract, in part along a southerly line of said Continental Ag Acquisitions, LLC tract, and in part along a southerly line of a 2.098 acre tract as conveyed to Festival Partners, LLC. in Instrument Number 201909200123095, South 86°21'01" East, 232.95 feet to a point on the northeasterly corner of said 10 acre tract and the northwesterly corner of an 8 acre tract referred to as the "First Tract" as conveyed to the State of Ohio in Deed Book 822, Page 126;

Thence along the easterly line of said 10 acre tract and along the westerly line of said "First Tract", South 03°05'56" West, 15.00 feet to a point;

Thence across said 10 acre tract the following two (2) courses:

North 86°21'01" West, 233.09 feet to a point;

North 86°20'46" West, 408.29 feet to a point on the centerline of said North Star Road;

Thence along the westerly line of said 10 acre tract and along the centerline of said North Star Road, North 03°00'32" East, 15.00 feet to the **TRUE POINT OF BEGINNING**, containing 0.221 acres (9,621 S.F.), more or less;

The above described tract contains 0.221 acres out of PID 010-203989.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Real Time Network. The centerline of North Star Road has an assumed bearing of North 03°00'32" East and is designated as "basis of bearing" for this description.

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA
(Continued)

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on July 20, 2022.

STATE OF OHIO
MATTHEW
LEE
SLOAT
S-8342
REGISTERED
PROFESSIONAL SURVEYOR

Matthew Lee Sloat 7/20/22

Matthew Lee Sloat, PS 8342 Date

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA
(Continued)

Situate in the State of Ohio, County of Franklin, City of Columbus, Quarter Township 3, Township 1, Range 18, U.S. Military Lands, and being part of an 8 acre tract as conveyed to the State of Ohio in Deed Book 822, Page 126, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

BEGINNING at a northwesterly corner of said 8 acre tract, also being the northeasterly corner of a 10 acre tract as conveyed to The Board of Trustees of the Ohio State University in Deed Book 2436, Page 643 and on the southerly line of a 2.098 acre tract conveyed to Festival Partners, LLC. in Instrument Number 201909200123095;

Thence along the southerly line of said 2.098 acre tract, South 86°21'01" East, 158.48 feet to a point;

Thence across said 8 acre tract the following two (2) courses:

1) South 03°05'56" West, 15.00 feet to a point;
2) North 86°21'01" West, 158.48 feet to a point on the easterly line of said 10 acre tract;

Thence along the easterly line of said 10 acre tract, North 03°05'56" East, 15.00 feet to **THE TRUE POINT OF BEGINNING,** containing 0.055 acres (2,377 S.F.), more or less.

The above described tract contains 0.055 acres out of PID 010-203994.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Real Time Network. The westerly line of said 8 acre tract has an assumed bearing of North 03°05'56" East and is designated as "basis of bearing" for this description.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on August 17, 2022.

STATE OF OHIO
MATTHEW LEE SLOAT S-8342
REGISTERED
PROFESSIONAL SURVEYOR

Matthew Lee Sloat 8/18/23

Matthew Lee Sloat, PS 8342 Date

EXHIBIT "B"

SURVEY OF EASEMENT AREA

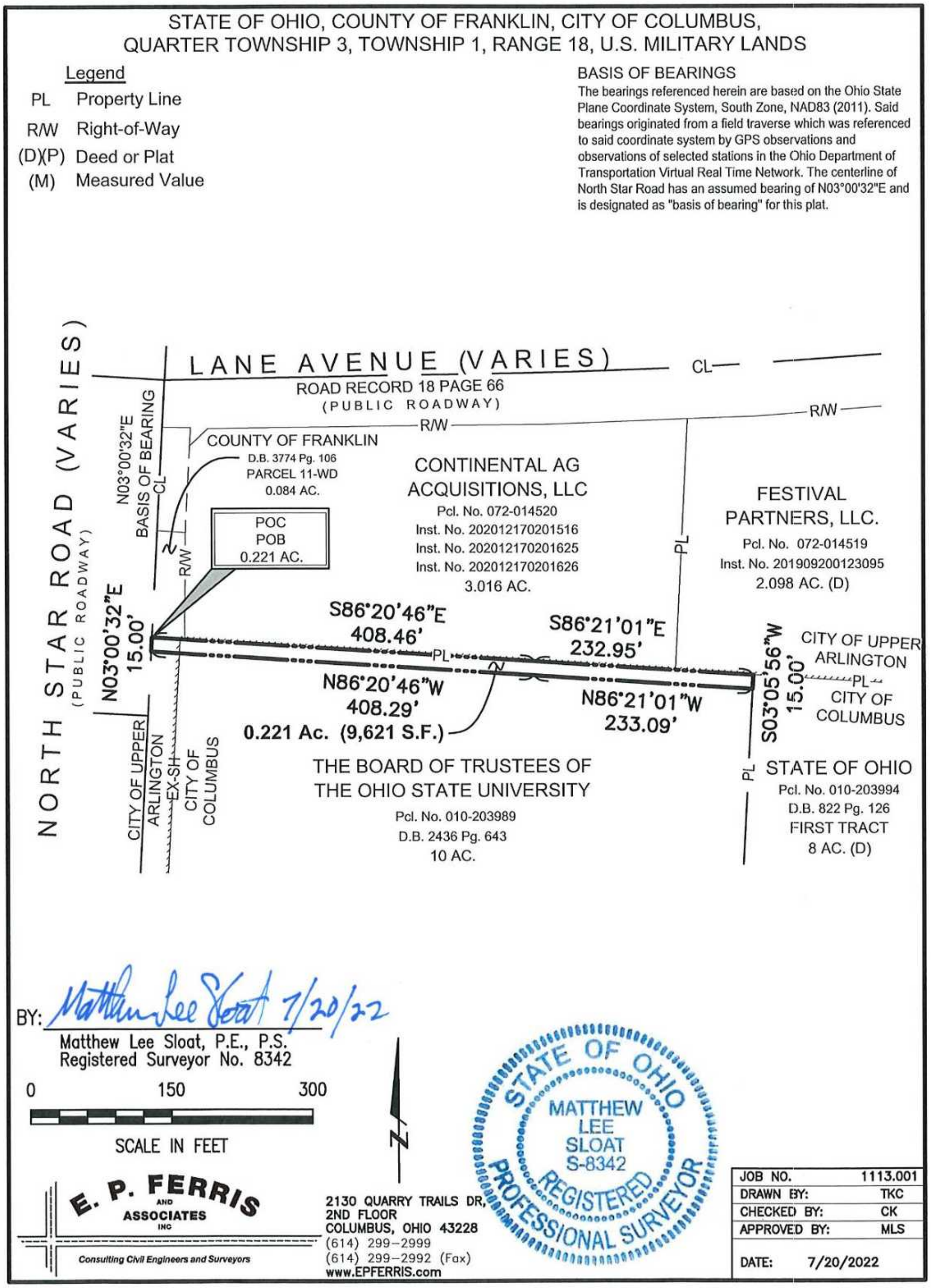
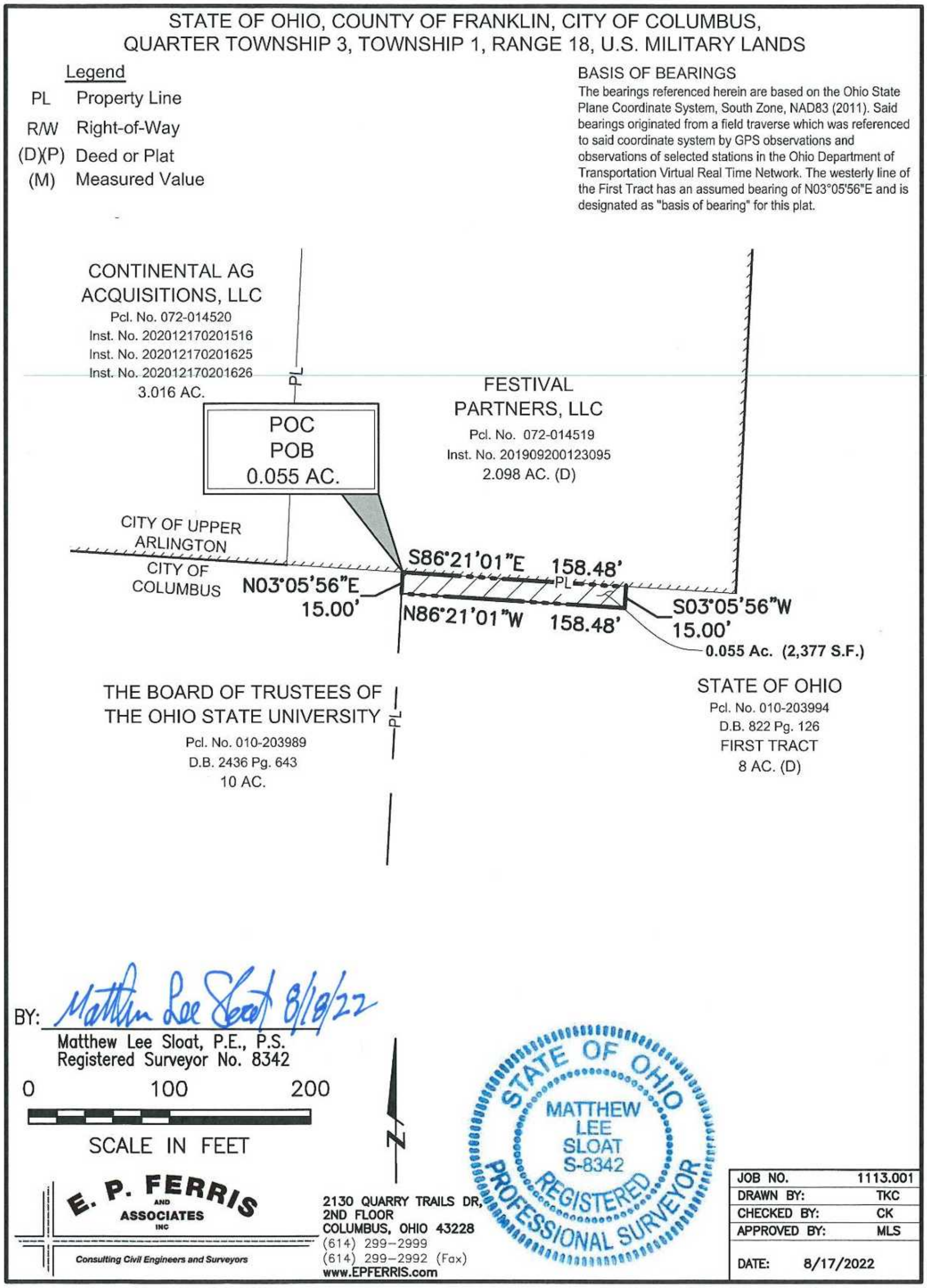


EXHIBIT "B"

SURVEY OF EASEMENT AREA
(Continued)



RELEASE OF STATE OF OHIO EASEMENT

This Release of State of Ohio Easement (hereinafter referred to as the "Release"), dated as of __________ _____________, 2024, is made and entered into by and between the State of Ohio acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395 (hereinafter referred to as "State"), for and on behalf of The Ohio State University (hereinafter referred to as "Agency"), and the City of Upper Arlington, Ohio, a municipal corporation duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 3600 Tremont Road, Upper Arlington, Ohio 43221, successor to The Huntington National Bank, Trustee, a national banking corporation (hereinafter referred to as "Huntington") and Festival Partners, LLC, an Ohio limited liability company (hereinafter referred to as "Festival"), pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State, Agency, Huntington and Festival entered into a certain State of Ohio Easement, dated on or about October 31, 2000, and recorded in the Franklin County Recorder's Office on January 2, 2001, as Instrument No. 200101020000522, for a term of twenty-five (25) years, commencing September 1, 2000 and expiring August 31, 2025 (hereinafter referred to as the "Easement"); and

WHEREAS, the Easement granted a non-exclusive easement unto Huntington and Festival to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve a sanitary sewer in, on, over, under, across, through and upon a tract of state-owned land under jurisdiction of Agency, which land is described and depicted in the Easement (the "Easement Area"); and

WHEREAS, pursuant to a certain Assignment Agreement, dated on or about July 12, 2005, and recorded in the Franklin County Recorder's Office on August 17, 2005, as Instrument No. 200508170167380, Festival and Huntington assigned all their rights and interests under the Easement to Grantee, and State and Agency consented to said assignment of rights to Grantee; and

WHEREAS, State, Agency and Grantee desire to terminate the Easement as Grantee will no longer be providing services through the former Easement.

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to terminate the Easement, effective __________________________, 2024.

The terms of the within Release of State of Ohio Easement are accepted and agreed to by The Ohio State University.

By: ______________________________________ Date: ______________________________
Amanda Hoffsis, Vice President
Planning, Architecture and Real Estate

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Release of State of Ohio Easement as of the date first set forth above.

STATE
the State of Ohio

By: ________________________________
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ___ day of _________________, 2024, before me personally appeared _____________________, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

____
Notary Public, State of Ohio
My Commission Expires:____________

GRANTEE
City of Upper Arlington, Ohio
an Ohio Municipal Corporation

By: ____________________________________
Steven Schoeny
City Manager

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ____ day of ________________, 2024, before me personally appeared Steven Schoeny, City Manager of the City of Upper Arlington, Ohio, an Ohio municipal corporation, who acknowledged that he executed the foregoing Release of State of Ohio Easement for and on behalf of the City of Upper Arlington, Ohio and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the City of Upper Arlington, Ohio.

____
Notary Public, State of Ohio
My Commission Expires___________________

APPROVED AS TO FORM:
Upper Arlington City Attorney's Office

By: ____ Date: ______________________
Darren Shulman, City Attorney

This Release of State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Authors:	Jacolyn Thiel, Assistant City Manager
Council Meeting Date:	October 7, 2024
Subject/Legislative Item:	Ordinance No. 58-2024 - An ordinance authorizing the City Manager to enter into contract with C.D. Whitfield LLC for the replacement of existing boilers located at the Municipal Services Center
Purpose:	To contract with C.D. Whitfield Company LLC for the replacement of three (3) existing boilers located at the Municipal Services Building.
Executive Summary:	To authorize the City Manager to enter into contract with C.D. Whitfield LLC for the purchase and installation of three (3) existing boilers, flues, and pumps with three (3) new boilers, three (3) flues through the roof, and primary/secondary pumps for a total contract not to exceed $324,865.00 including 5% contingency.

Purpose and Impact

This project will replace the 3 existing non-condensing boilers with condensing boilers at the Municipal Services Building. The project was advertised and bids were opened on September 16, 2024. C.D. Whitfield LLC was the only company to submit a bid at $309,396.00 for a total contract price of $324,865.00 including a 5% owner's contingency. This was just under the engineer's estimate of $325,000 and staff confirmed C.D. Whitfield LLC completed a successful project with the city in 2020 for a cooling tower replacement. Additionally, the architect completed a contractor interview on September 20, 2024 and confirmed full understanding and ability to perform the project. C.D. Whitfield LLC is not a minority owned contractor and they do not anticipate any minority owned subcontractors at this time.

This project was originally included in the 2024 Facility Maintenance budget for $210,000. The design for the project was started in early 2024 and additional items were found including the flues and roof penetrations, pumps and the cost for installation that were not included in the original budget. There are two other facility maintenance projects in the 2024 budget that will not be performed in 2024 including the MSC generator ($75,000), has not been received, and the Public Service Center HVAC units ($170,000) that will cover the additional cost above the budget for this project.

We estimate the contractor could have the boilers and pumps 16 weeks after purchase with a 90-day timeline to then complete the installation. We will work with the contractor on the exact timing, as it will cause a 3 week shut-down of heating to the building. During the procurement time for materials, the city will contract for a third-party commissioning agent which is required per code for installation and start-up of these units. This contract also identifies the contractor meet the requirements of our roof warranty with Carlisle for the roof penetrations for the flues.

History

The three boilers and pumps at the Municipal Services Building were last replaced in 1998 with an expected service life of 25 years. Since we are beyond the expected service life with frequent repairs needed, HVAC maintenance companies will no longer cover these items in a preventative maintenance plan and therefore would need to be contracted for and repaired separately for ongoing use. The replacement parts have long lead times and during the winters of 2022 and 2023, we only had 2 of the 3 running due to part procurement for repairs.

During design, the architect (BBCO) and mechanical engineer (Advanced Engineering Consultants) evaluated various options for the boilers and specified 750 MBH condensing boilers.These new condensing boilers will operate at 87.3% efficiency at design conditions (peak heating demand). As heating demand decreases and outside air temperature increases, the programmed outside air temperature reset will allow the boiler to operate at up to 97.4% efficiency. The non-condensing boilers that these new boilers are replacing operate at 80% efficiency. There will be a noticeable decrease in gas usage. The plans also re-route the gas flues to go directly through the roof and reconfigure the primary pump orientation to pump into the boilers instead of pumping out of the boilers (this has the fluid being pumped into the point of greatest pressure loss and limits any risks of cavitation in the pumps). This design also utilizes outside air when temperatures are above freezing to lower the leaving water temperature of the boilers allowing for condensing operation which reduces energy usage.

Alternatives

To delay this project and include it in a future budget. This could cause additional expenses in repairs and the possibility for reduced heating temperatures to the building.

Attachments

1.	Ordinance No. 58-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 58-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH C.D. WHITFIELD LLC FOR THE REPLACEMENT OF EXISTING BOILERS LOCATED AT THE MUNICIPAL SERVICES CENTER

WHEREAS, the three existing boilers and pumps at the Municipal Services Center were last replaced in 1998, with an expected service life of 25 years; and

WHEREAS, this project was originally included in the 2024 Facility Maintenance budget and the design process began in early 2024; and

WHEREAS, the project was advertised and bids were opened on September 16, 2024; and

WHEREAS, C.D. Whitfield LLC was the only company to submit a bid of $309,396.00, with a total contract price of $324,865.00, which included a five percent owner's contingency; and

WHEREAS, it is the recommendation of Staff to award the bid to C.D. Whitfield LLC for an amount not to exceed $324,865.00.

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

SECTION 1. The City Manager is hereby authorized to enter into contract with C.D. Whitfield LLC for replacement of three existing boilers at the Municipal Services Center, for an amount not to exceed $324,865.00.

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

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

Authors:	Brent Lewis, Finance Department Director
Council Meeting Date:	October 7, 2024
Subject/Legislative Item:	Ordinance No. 59-2024 - An ordinance authorizing the City Manager to enter into contract with United Healthcare (UHC) for administration of the City's self-funded health insurance program and stop loss coverage
Purpose:	To authorize the City Manager to enter into a three-year contract with UHC for administration of the City's self-funded health insurance program and a one-year contract with UHC for related stop-loss coverage. Both of these contracts are fixed rate contracts that are applied on a per employee, per month basis (monthly rate x number of enrolled employees in that month). Based on projected enrollment estimates, it is estimated the total cost of these two contracts would not exceed $1,250,000 for the 2025 healthcare program.

Executive Summary:

The City's three-year contract with United Healthcare (UHC) to provide administration of the City's self-funded health insurance program expires in 2024. Therefore, a request for proposal process was conducted through the City's third-party benefit consultant (CBIZ). Staff recommends entering into another three-year contract with UHC for healthcare plan administration services at $48.02 per employee, per month. It is important to note, if the City becomes unhappy with these services, or determines to go in a different direction, the City is not locked in for the full three years.

Additionally, stop-loss insurance coverage expires and renews annually. CBIZ also solicited quotes for this coverage. Staff recommends entering into a one-year contract with UHC for stop-loss coverage at $332.17 per employee, per month.

This ordinance is to authorize the expenditure of funds needed for the administration of the 2025 program, including stop-loss coverage.

Purpose and Impact

The City has maintained a self-funded health insurance program since 1991. This essentially means that the city pays health claims as they occur, as opposed to a fully-insured plan, in which an employer pays a certain amount each month (the premium) to the health insurance company. The City must contract with an insurance provider to administer the program and must obtain stop-loss coverage in order to protect the plan against large claims.

The City spent a significant amount of time during 2024 reviewing potential alternatives to our current model for providing a comprehensive, affordable health plan for employees. However, at this time, the staff feels that our current plan structure is the best model for the 2025 health plan. We will be continuing to research and evaluate alternatives during 2025.

Administrative fees: The City is in its last year of a three-year fixed rate administration contract with UHC. Therefore, a request for proposal process was conducted through the City's third-party benefit consultant (CBIZ). The City received three responses: UHC, Anthem, and an unbundled collaboration of Meritain/Aetna/Apta. City staff (consisting of the City Manager, Assistant City Manager, Finance Director, HR Director and staff) reviewed the proposals with CBIZ and ultimately decided that the UHC proposal was best. The fixed rate of $48.02 per employee, per month is guaranteed for the three-year term and is just slightly higher than the $47.76 for the previous three-year contract. With the current employee enrollment estimates, this contract is estimated to cost the City $130,0000 - $150,000 per year.

It is also important to note that if the City becomes unhappy with these services during the three-year period, or decides to go in a different direction with its healthcare plan, the City is not locked in for the full three years.

Stop-loss coverage: Stop-loss coverage expires and renews annually. The pricing for the stop loss coverage is not guaranteed and is priced annually based on claim history, risk analysis, etc. The City purchases specific and aggregate stop-loss coverage in order to protect the plan against large claims. The risk in self-funding is where a number of large claims occur and devastate the plan. With specific stop-loss, an amount is set above which the insurance company will cover 100% of the member's covered claims for the year. The individual stop loss amount for our plan is $110,000, which means that the City is responsible for the first $110,000 of health care for each individual covered by the plan. Anything above $110,000 is paid in full by the insurance company. Aggregate stop-loss provides an upper limit for the overall plan costs. This gives the employer the security of knowing there is an upper limit in terms of annual cost that the plan will not exceed.

Much like the administration process described above, CBIZ solicited quotes for stop-loss coverage on behalf of the City. There were six submittals and it was once again that UHC would be the best option for the City. While it is not required that the stop-loss insurance provider be the same as the administrator, there are some advantages. First, it is easier to work with one company than two. Second, the administrator is incentivized to manage high-risk claimants carefully in order to minimize the number of stop-loss claims. Also, when a stop-loss submission is inevitable because payments exceed the attachment point, the administrator will know the claim history and the relevant details.

The proposed rate for the 2025 stop-loss renewal is $332.17 per employee, per month. This represents a $25.15 increase from the prior year. The increase is representative of the rising cost of healthcare and the fact that the City has had to utilize its stop-loss coverage several times over the past couple of years.

(Note: The authorization(s) requested in this ordinance are related to the fixed fee portions of the contract. Actual claims expenditures are authorized through the normal appropriation/budget process.)

Other Employee-Related Insurance Updates: This information is provided for informational purposes only. No action is required by the City Council.

Healthcare - Employee/Employer Impacts
Each year, the City's healthcare consultant (CBIZ) performs a funding analysis utilizing industry trends, 24 months of actual claims activity, expected claims, and fixed costs based on City enrollment levels. The analysis helps the City to determine how to fund the plan, cost sharing, and whether changes need to be made to the plan designs. For 2025, the City is not proposing any significant changes to the healthcare plan. Additionally, after two years of large increases to the employee share, proposed cost increases will be 4% for the PPO plan and 1.5% for the HSA plan. Under the family plan, these changes would represent an increase of $148 per year for the PPO plan and $52 under the HSA plan. Below are a few other details regarding the 2025 plan:

- As you know, the cost of the program is shared between the employees and the City. The allocation is proposed to remain at the current split of 12% to the employees and 88% to the City.
- The change to the total maximum out-of-pocket on the PPO plan that was made in 2024 will remain - $3,000 individual/$6,000 family in network and $6,000 individual/$12,000 family out of network.
- The HSA contributions were increased in 2024 to $1,500-employee only and $3,000-family. We intend to keep these amounts the same for 2025 and continue the practice of paying the full amount at the beginning of the calendar year. With the current employee enrollment estimates, this contract is estimated to cost the City $900,0000 - $1,100,000 per year.

Dental
The City also maintains a self-funded dental insurance program which consists of two components: administration of the program and payment of the claims. There is no stop-loss insurance for the dental program, as liability is limited to:

- Dentistry - $1,500 per calendar year, per life on the plan
- Orthodontia - $2,000 lifetime maximum per person (implemented in 2021)

The funding for the dental plan is fully covered by the City (no employee share). Based on the CBIZ analysis, the funding for this plan needs to be increased by 4.9% for 2025. The total estimated cost of the dental plan is approximately $270,000 per year.

Accounting for Health and Dental Insurance
As noted above, the City operates self-funded plans for both the health and dental programs. All fixed costs and claims are paid from the Employee Benefits Fund. This fund acts as the City's own internal "insurance company". The fund charges the City's other funds/departments a calculated "premium" for the employer portion of the program based on the employees that are enrolled in the program. The employee portion of the "premium" is withheld from their paycheck and deposited directly into the fund. The so-called "premiums" are determined annually based on the analysis performed by the City's benefits consultant, review of the fund balance, and other relevant factors.

If actual claims for a given year are less than expected (or funded), the fund balance will grow. The opposite will occur if claims come in higher than expected. However, as noted previously, the loss will be limited through the purchase of stop-loss coverage.

History

The City has maintained a self-funded health insurance program since 1991. This essentially means that the City pays health claims as they occur, as opposed to a fully-insured plan, in which an employer pays a certain amount each month (the premium) to the health insurance company. In return, the insurance company covers the costs of the employees' healthcare. With a fully-insured plan, there is no additional risk to the employer. The employer knows exactly what their plan is going to cost each year. The downside is if the employees are healthy and have low health plan utilization rates, the employer has spent a significant sum with no ability to recoup the funds. With self-funding, the opposite occurs: the healthier the employees are, the lower the plan costs will be. Additionally, self-funding gives us an almost infinite number of creative possibilities for managing the plan's healthcare costs, which are not available in a fully-insured, bundled arrangement. The City's self-funded healthcare plan consists of three financial components: administration of the program, payment of claims, and stop-loss insurance. The City contracts with a TPA to administer the health plan. The TPA processes claims as they arrive from the doctor, hospital, or pharmacy. They pay the claims upon receiving the funds from the City for this purpose.

Alternatives

The City reviewed potential alternatives to our current model for providing a comprehensive, affordable health plan for employees. We did evaluate introducing a new plan type; however, we did not believe the timing would lead to a successful launch. We will be evaluating alternatives for the 2026 plan year, which may include replacing or completely removing the PPO option.

The City's self-insured healthcare plan remains a beneficial program due to the direct control of funding and terms that keep it not only competitive with the healthcare market, but favorable with proposals when bid out to medical providers.

Attachments

1.	Ordinance No. 59-2024

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 59-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR CONTRACT WITH UNITED HEALTHCARE (UHC) FOR ADMINISTRATION OF THE CITY'S SELF-FUNDED HEALTH INSURANCE PROGRAM AND STOP-LOSS COVERAGE

WHEREAS, the City has maintained a self-funded health insurance program since 1991; and

WHEREAS, the City's three-year contract with United Healthcare (UHC) to provide administration of the City's self-funded health insurance program expires in 2024 and stop-loss coverage expires annually; and

WHEREAS, the City reviewed potential alternatives to the current model for providing a comprehensive, affordable health plan for employees; and

WHEREAS, Staff believe that the current plan structure is the best model for the 2025 health plan, but will continue to research and evaluate alternatives during 2025; and

WHEREAS, a request for proposal process was conducted for both administration and stop-loss coverage through the City's third-party benefit consultant (CBIZ); and

WHEREAS, for administration, Staff, in consultation with CBIZ, believe UHC's proposal with a fixed rate of $48.02 per employee, per month and a total estimated cost to the City of $130,0000 - $150,000 per year is the best option; and

WHEREAS, for stop-loss coverage, Staff and CBIZ believe the UHC proposal is also the best option with a proposed rate for the 2025 renewal of $332.17 per employee, per month, a $25.15 increase from the prior year, consistent with rising costs of healthcare; and

WHEREAS, Staff recommends authorizing the City Manager to enter into contract with UHC for the administration of the City's healthcare program (three-year rate guarantee) and stop-loss insurance programs (renewed annually).

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

<u>SECTION 1.</u> The City Manager is hereby authorized to enter into a three-year contract with United Healthcare for the City's healthcare program administration.

SECTION 2. The City Manager is hereby authorized to enter into a one-year contract with United Healthcare for stop-loss coverage related to the City's self-funded health insurance program.

SECTION 3. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 4. This ordinance shall take effect immediately upon passage.