



ORDINANCE O-19-2021

AN ORDINANCE TO CREATE CHAPTER 137 "SUSTAINABILITY ADVISORY BOARD" OF THE CITY OF NEW ALBANY, OHIO'S CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, the Council of the City of New Albany finds that the codified ordinances need to be updated on occasion, and

WHEREAS, a Sustainability Advisory Board will advise City Council regarding sustainability and environmental matters; and

WHEREAS, City Council now finds it advisable to create Chapter 137 of the Codified Ordinances of the City of New Albany "Sustainability Advisory Board."

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1: That portions of Codified Ordinance Chapter 137 "Sustainability Advisory Board" be created as set forth in Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 05/19/2021
Introduced: 06/01/2021
Revised: 06/07/2021 – exhibit A
Adopted:
Effective:

EXHIBIT A – O-19-2021

CHAPTER 137 - SUSTAINABILITY ADVISORY BOARD

137.01 – SUSTAINABILITY ADVISORY BOARD ESTABLISHED; MEMBERSHIP, TERM AND VACANCY.

- (a) There is hereby created and established a Sustainability Advisory Board to be composed of nine (9) members. Seven (7) of the members shall be voting members which shall be appointed by Council. The eighth member shall be a Council member appointed by Council. This Council member shall be a non-voting member of the Board. The ninth member shall be a student who is a New Albany resident that is appointed by the New Albany Plain Local School Board on an annual basis before the beginning of each school year. The school district appointed member shall be a non-voting member of the Board.

Seven (7) Advisory Board members shall be appointed for three (3) year terms, with the exception of those initially appointed, whose terms shall be staggered as follows:

One year term commencing from date three
of appointment and ending on 6/30/22 members

Two year term commencing from date two
of appointment and ending on 6/30/23 members

Three year term commencing from date two
of appointment and ending on 6/30/24 members

- (b) In the event of a vacancy on the Sustainability Advisory Board, Council shall appoint a replacement to fill the un-expired term.
- (c) Four (4) voting members shall constitute a quorum.

137.02 – PURPOSE OF THE SUSTAINABILITY ADVISORY BOARD

- (a) The purpose of the Sustainability Advisory Board is to assist the City of New Albany in defining and achieving its sustainability goals and to empower the community to live in a way that assures a high quality of life for current and future generations.

The Board shall not become an advocacy forum for any one environmental group or organization. The Board's role shall be that of facilitator for all environmental groups and organizations, in order to assist Council and Administration in efforts to create policies and programs that support sustainability.

137.03 - COMPENSATION.

Members of the Sustainability Advisory Board shall serve without compensation.

137.04 - MEETINGS; REPORTING; ABSENCES.

- (a) The Sustainability Advisory Board shall meet not less than once each month, or as needed. Minutes of all meetings shall be kept. The City Manager shall assign a department and staff to facilitate the Board's activities.
- (b) Any member of the Board who has been absent from four (4) consecutive regular meetings during any 12-month period, whether excused or not, is removed from membership.

137.05 - ADVISORY CAPACITY ONLY.

The Sustainability Advisory Board shall act solely in an advisory capacity, making recommendations to Council and the City Manager.

137.06 - POWERS AND DUTIES.

To achieve the stated purpose, the Sustainability Advisory Board shall have the following powers and duties:

- (a) Provide advice and recommendations to City Council for advancing the city's sustainability goals and effective implementation of the city's strategic plan.
- (b) Promote and communicate the principles of sustainability broadly among the community and stakeholders.
- (c) Advise and assist Council and the City Manager in efforts to make City operations more sustainable.
- (d) Provide liaison to Council by attendance at a Council meeting as required by Council or deemed appropriate by the chairman or the chairman's designate, who shall report on Board activities.
- (e) Undertake such other assignments or studies on sustainability issues as may be requested by the Council and/or the City Manager.

137.07 - DEPARTMENTAL ASSISTANCE.

The Sustainability Advisory Board may call upon the City Manager, and, through the City Manager, any department of the Municipality to render such assistance to the Board as may reasonably be required.



ORDINANCE O-20-2021

**AN ORDINANCE TO ACCEPT A RIGHT-OF-WAY DEDICATION OF
0.462 ACRES ON HARRISON ROAD AS REQUESTED BY MBJ
HOLDINGS, LLC.**

WHEREAS, the land parcels currently extend to the centerline of Harrison Road and have historically been served by a highway easement. The property owner requests to dedicate the highway easement area to the city as public right-of-way; and

WHEREAS, the city will be the recipient (grantee) of the right-of-way dedication of 0.462 acres; and

WHEREAS, the city engineer has reviewed the right-of-way dedication and has commented this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right-of-way.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to accept a right-of-way dedication of 0.462 acres as depicted on Exhibit A.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 05/21/2021

Introduced: 06/01/2021

Revised:

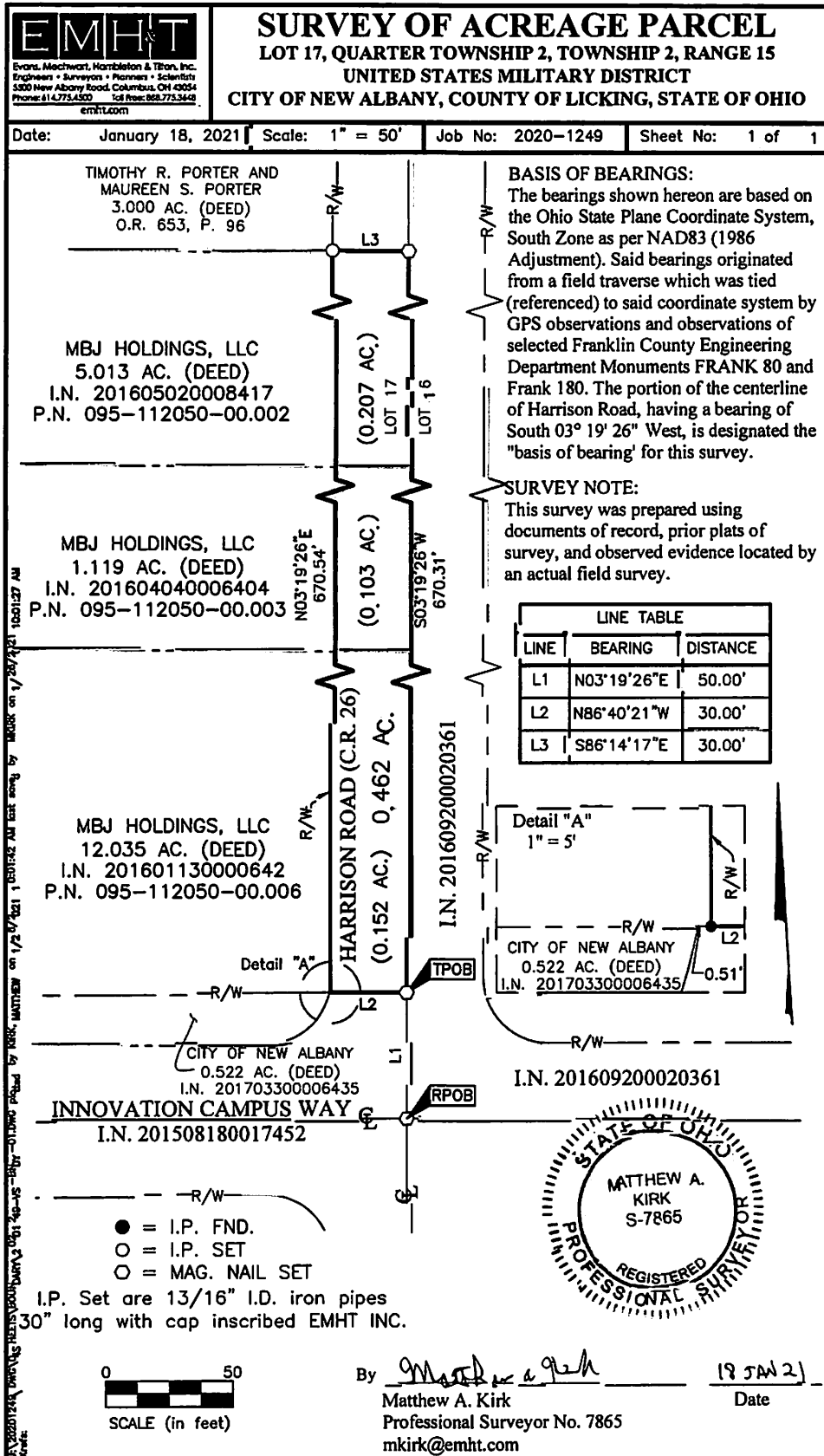
Adopted:

Effective:

CITY OF NEW ALBANY
PLAT REQUIRED
APPROVED

Signature _____ Date 2-11-21
LA 2021 0014

Exhibit A - O-20-2021





ORDINANCE O-21-2021

AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1 ANNEXATION OF 38.09+/- ACRES FROM PLAIN TOWNSHIP, FRANKLIN COUNTY TO THE CITY OF NEW ALBANY

WHEREAS, pursuant to the petition filed by Matthew Cull, Esq., agent for petitioner, with the Franklin County Development and Planning Department, on March 19, 2021, and

WHEREAS, the foregoing Resolution #0254-21 of the Franklin County Commissioners granting the petition was delivered to the City of New Albany on April 9, 2021 and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.06, all future annexed properties shall be added to the applicable New Albany Community Authority as described therein and are subject to a special property assessment in compliance therewith, and

WHEREAS, The New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin, and Licking, State of Ohio, that:

Section 1: The application of property owners set forth in Franklin County requesting the annexation of 38.09+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2: An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Franklin County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3: Council of the City of New Albany hereby accepts the annexation of a 38.09+/-acre tract, situated in Plain Township, Franklin County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4: The clerk is herewith directed to deliver certified copies of this ordinance and other proceedings relative to the annexation to the County Auditor, County Recorder, and the Secretary of State.

Section 5. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 6. Pursuant to Article VI, Section 6.07(b) of the charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/04/2021
Introduced: 06/15/2021
Revised:
Adopted:
Effective:

**CERTIFICATION BY CLERK OF COUNCIL
OF PUBLICATION OF LEGISLATION**

I certify that copies of Ordinance **O-21-2021** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on _____, 2021.

Jennifer Mason, Clerk of Council

Date

RECEIVED

FEB 16 2021

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.**RECEIVED**

MAR 19 2021

Franklin County Planning Department
Franklin County, OH

ANX-08-21

PROPOSED ANNEXATION**38.09± ACRES**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE:CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEERBy FAH/LH Date 2/16/2021**FROM: TOWNSHIP OF PLAIN****TO: CITY OF NEW ALBANY**

Situated in the State of Ohio, County of Franklin, Township of Plain, lying Section 9, Quarter Township 1, Township 2, Range 16, United States Military District, being all of that 5.500 acre tract conveyed to Carol Pemberton by deed of record in Instrument Number 200312020382691, that 16.500 acre tract conveyed to William Hoelcher by deed of record in Instrument Number 200912230185700, and that 16.080 acre tract conveyed to William Hoelcher by deed of record in Official Record 17783A01, (all references are to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

BEGINNING at Franklin County Geodetic Survey monument 4475 found at the centerline intersection of Walnut Street (C.R. 19) with Bevelhymmer Road (C.R. 192), the northeasterly corner of said 16.500 acre tract;

Thence southerly, with the centerline of said Bevelhymmer Road, the easterly line of said 16.500 and 16.080 acre tracts, a distance of approximately 1629 feet to a point at the common corner of said 16.080 acre tract and that 1 acre tract conveyed to Patricia Phillips by deed of record in Instrument Number 200405240118867;

Thence westerly, with the southerly line of said 16.080 acre tract, the northerly line of said 1 acre tract and that 3.700 acre tract conveyed to Brian Dishong and Megan Dishong by deed of record in Instrument Number 201801020000415, a distance of approximately 1024 feet to a point in the easterly line of that subdivision entitled "Upper Clarenton Section 1", of record in Plat Book 108, Page 38, being in the existing City of New Albany corporation line, as established by Ordinance Number 31-96, of record in Official Record 34456G14;

Thence northerly, with the westerly line of said 16.080, 16.500 and 5.500 acre tracts, the easterly line of said "Upper Clarenton Section 1", that subdivision entitled "Upper Clarenton Section 2", of record in Plat Book 109, Page 56, and that 0.719 acre tract conveyed to Sean S. Alley and Stephanie J. Alley by deed of record in Instrument Number 200204250104240, partially with said existing City of New Albany corporation line, and across said Walnut Street, a distance of approximately 1628 feet to a point in the centerline of said Walnut Street, being the common corner of said 5.500 and 0.719 acre tracts;

Thence easterly, with the centerline of said Walnut Street, the northerly line of said 5.500 and 16.500 acre tracts, a distance of approximately 1014 feet to the POINT OF BEGINNING, containing 38.09 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.

Total perimeter of annexation area is 5294.83 feet, of which 1598.25 feet is contiguous with the City of New Albany by Ordinance Number 31-96, giving 30.2% perimeter contiguity.



EVANS, MECHWART, HAMBLETON & TILTON, INC.



ORDINANCE O-22-2021

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 38.09 +/- ACRES OF LAND LOCATED AT 7555 BEVELHYMER ROAD AND 7325 WALNUT STREET FOR AN AREA TO BE KNOWN AS THE "WOODHAVEN ZONING DISTRICT" FROM ITS CURRENT ZONING OF AGRICULTURAL (AG) TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT AS REQUESTED BY ALTO REAL ESTATE, LLC C/O PATRICK FISHER

WHEREAS, council has determined that it is necessary to rezone certain property located in the city to promote orderly growth and development of lands; and

WHEREAS, the Rocky Fork-Blacklick Accord, Planning Commission, and council on separate occasions have held public hearings and received public input into the amendment of the zoning ordinance; and

WHEREAS, pursuant to the application by ALTO Real Estate, LLC c/o Patrick Fisher, the Rocky Fork-Blacklick Accord and Planning Commission have reviewed the proposed ordinance amendment and recommended its approval.

NOW, THEREFORE, BE IT ORDAINED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Council hereby amends the Zoning Ordinance Map of the City of New Albany to change the zoning classification of the following described site:

- A. A 38.09 ± acre area of land located at 7555 Bevelhymer Road and 7325 Walnut Street (PIDs: 220-000107-00, 220-000493-00 and 220-002149-00) for an area to be known as the "Woodhaven Zoning District" from its current zoning of Agricultural District (AG) to Infill-Planned Unit Development (I-PUD).
- B. The zoning district's zoning text and preliminary development plan are hereby attached and marked Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/01/2021

Introduced: 06/15/2021

Revised:

Adopted:

Effective:

WOODHAVEN ZONING DISTRICT

INFILL PLANNED UNIT DEVELOPMENT (I-PUD) ZONING TEXT

May 7, 2021

I. Introduction:

The Woodhaven Zoning District is located at the southwest corner of Walnut Street and Bevelhymmer Road, east of Upper Clarenton. The site consists of 3 properties totaling approximately 38 acres. This new residential community will facilitate the development of a multi-generational neighborhood to include a mix of traditional single family homes (Woodhaven Estates) and homes marketed to persons fifty-five years of age or older (The Post at Woodhaven). The site will extend critical pedestrian linkages making it within walking distance to Bevelhymmer Park, the Metropark and a bike ride away from adjacent commercial and the Village Center. The proposed community will provide a transition from existing large lots fronting Walnut Street to the west by creating two large lots along the western frontage. The proposed western most lot will allow for construction of a new home and the existing home located at 7325 Walnut Street will be platted for a new lot of approximately one acre.

The age restricted portion of Woodhaven, which is grouped on the southern side of the site, (the "The Post at Woodhaven") will consist of housing that is age restricted in accordance with the "Housing for Older Persons Exemption" (codified at 42 U.S.C. § 3607) (the "HOPA Exemption") of The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619) (the "Act"). The Act and the HOPA Exemption provide in part that, in order for a residential development to meet the requirements to be age-restricted, at least 80 percent of the homes in the development must have at least one occupant who is 55 years of age or older. The applicant, developer and homebuilder commit to exceed the 80 percent minimum by subjecting all of the homes in The Post at Woodhaven to the age restriction.

The local housing market in New Albany continues to demand expanded residential opportunities for members of the community who desire to continue to live in the City but seek to transition to smaller homes after their children have grown and moved away. The age restricted product being provided in The Post at Woodhaven are specifically designed to serve the distinct needs and desires of an older resident.

II. Permitted and Accessory Uses:

Permitted and accessory uses in this zoning district shall be as follows:

A. Single-family detached residences ("Traditional Single-Family")

- B. Single-family detached residences subject to the age restriction requirements which are detailed in Section IV below ("Age Restricted Single-Family" or "AR Single Family");
- C. Publicly or privately-owned parks and open spaces;
- D. Accessory Uses in accordance with Section 1131.03 of the Codified Ordinances of the City of New Albany.
- E. Residential model homes. Model homes and temporary sales offices shall be subject to the review and approval of the Planning Commission in accordance with Section 1133.04(d) of the Codified Ordinances of the City of New Albany. Notwithstanding anything to the contrary in the City's Codified Ordinances, upon approval of a final plat by the City, the developer may commence construction of model homes/temporary sales trailer in advance of, or in conjunction with, installation of public infrastructure for the subdivision.

III. Development Standards: Homes shall comply with the design guidelines of the development standards in this text. Unless otherwise specified in the submitted drawings or in this written text, the development standards of Title Five of Part Eleven of the Codified Ordinances of the City of New Albany apply to this zoning district. If there is a conflict between the development standards contained in the Codified Ordinances and this text, the standards contained in this text shall govern.

IV. Age Restriction:

- 1. Homes within The Post at Woodhaven portion of this zoning district shall be age restricted in accordance with the Act and the HOPA Exemption so that 100% of the homes shall be required to have at least one occupant that is age 55 or older. Should the Act and/or the HOPA Exemption be amended at any time following the effective date of this zoning text so that it becomes illegal to market and operate this zoning district in accordance with the immediately preceding sentence, then this zoning district shall be permitted to be developed and operated in accordance with the amended law.
- 2. Prior to being issued a temporary or permanent certificate of occupancy for the age restricted home construction in this zoning district, the applicant/developer shall deliver written and legally binding documentation to the City to provide confirmation that the phase legally complies with the Act and the HOPA Exemption. The issuance of a zoning compliance permit, building permit, or any other permit required to be issued by the City for the development of this zoning district shall not constitute a representation or warranty by the City or any of its administrative or elected officials that the development project does, in

fact, comply with the requirements of the Act and/or the HOPA Exemption. Compliance with the Act and the HOPA Exemption shall be the sole responsibility of the property owner(s), the applicant/developer of the property, and the HOA (as such term is defined in the next paragraph). Failure to comply with the Act and/or the HOPA Exemption shall constitute a zoning violation that is enforceable by the City.

3. Also, prior to the issuance of the first building permit for construction of a home in this zoning district, the applicant/developer shall provide evidence to the City that it has recorded, with the Office of the Recorder of Franklin County, Ohio and against the homes located in The Post at Woodhaven, a written restriction (a "Recorded Restriction") requiring that the property may only be developed and operated in accordance with the Act and the HOPA Exemption as described in the immediately preceding paragraph. The Recorded Restriction shall provide the City with the legal right, as a third-party beneficiary thereunder, to compel the applicant/developer and all other future owners of any portion of real property that is the subject of the final plat to adhere to the requirements of the Act and the HOPA Exemption. Prior to recording the Recorded Restriction, the applicant/developer shall deliver a draft copy of the Recorded Restriction to the City's Law Director for reasonable review and confirmation (which shall not be unreasonably withheld or delayed) that the instrument does, in fact, require the real property which is the subject thereof to adhere to the requirements of the Act and the HOPA Exemption.

V. Homeowners' Association:

1. Prior to selling the first home built in this zoning district, the applicant/developer shall create a forced and funded "master" home owners' association (an "HOA") that shall apply to all property owners in this zoning district, excluding the existing home located on Lot 1. If the home on Lot 1 is demolished and a new home is built, it shall be required to be part of the "master" home owners' association. A separate home owners' association will be created for The Post at Woodhaven. The written instruments that create the HOA's shall be recorded if required by applicable law and shall require each homeowner in the zoning district to pay an assessment charge to the HOA for the purpose of funding the HOA's operations and obligations. The HOA shall be responsible for maintaining entry signs, entry features, and maintaining open space and/or parkland as determined in an approved final development plan for this zoning district.
2. In addition to the foregoing, once the last home in this zoning district has been sold by the applicant/developer to a third-party purchaser, the HOA shall be responsible for undertaking all actions which are necessary

in order for the community to comply with the requirements of the Act and HOPA Exemption as contemplated in Section IV above. Such obligations shall include, but shall not be limited to, (i) the publishing of and adherence to policies and procedures that demonstrate the intent to operate all homes in the zoning district as "55 or older" housing; and (ii) compliance with the Department of Housing and Urban Development's (HUD's) regulatory requirements for age verification of residents. No later than thirty (30) days after filing reports and any other required information with HUD or other regulatory authorities as required by the Act, the HOPA Exemption, and applicable federal administrative regulations, the applicant/developer (until such time as the last home in this zoning district is sold to a third party) or the HOA (after such time as the last home in this zoning district is sold to a third party) shall file copies of the same with the City for its records.

VI. Density, Lot and Setback Commitments:

- A. Number of Homes: There shall be a maximum of 60 homes in this zoning district. This number includes the existing home on Lot 1 included in the development. This zoning shall not restrict the home on Lot 1 from being demolished and a new home constructed on Lot 1 to the guidelines contained within this zoning district.
- B. Home Types: Two types of residential homes shall be permitted, specifically traditional single-family detached homes and detached homes specifically designed for persons fifty-five years of age or older.
 - 1. Traditional Single-Family homes shall be permitted on not more than 38 lots including the existing home on Lot 1.
 - 2. AR Single-Family homes shall be permitted on not more than 22 lots.
- C. Minimum Square Footage:
 - 1. Traditional Single-Family homes shall have a minimum of 2,000 square feet of living area.
 - 2. AR Single-Family homes shall have a minimum of 1,600 square feet of living area.
- D. Minimum Lot Widths: Lot widths shall be measured at the front building line.
 - 1. Traditional Single-Family homes shall have a minimum lot width of 80 feet.
 - 2. AR Single-Family homes shall have a minimum lot width of 57 feet.

E. Minimum Lot Depths:

1. Traditional Single-Family homes shall have a minimum lot depth of 120 feet.
2. AR Single-Family homes shall have a minimum lot depth of 115 feet.

F. Minimum Setbacks: Setbacks shall apply to all principal and accessory structures.

1. Perimeter Street Setbacks: There shall be a minimum building and pavement setback of 250 feet as measured from the centerlines of Walnut Street and Bevelhymer Road, excluding Lots 1 and 2 located along Walnut Road.

2. Front Yards:

- a. The minimum front yard setback for Lots 1 and 2 shall be 120 feet from the centerline of Walnut Road.
- b. Traditional Single-Family homes on lots 3- 38 shall have a minimum 20 foot front setback from each right of way.
- c. AR Single-Family homes on Lots 39-60 shall have a minimum 20 foot front setback from the right of way on which the home fronts and a minimum 10 foot setback from the other right of way.

3. Side Yards:

- a. Lot 1 shall have a minimum side yard of 10 feet per side.
- b. Lot 2 shall have a minimum side yard of 10 feet on the east side and 40 feet on the west side.
- c. All other lots shall have a minimum side yard of 5 feet per side.

4. Rear Yards: The minimum rear yard setbacks shall be as follows:

- a. On lots with rear boundary lines along Upper Clarenton/west property line and Lots 1 and 2, the minimum rear yard setback shall be 30 feet.
- b. On all lots other than those which are described above, the minimum rear yard setback shall be 25 feet.

5. Home Placement: All homes within this subdivision must be accessed from a public road and not back onto open space or reserve areas.

6. Garage Setbacks: See Section XI in this text.

7. Lot Coverage:

- a. Traditional Single-Family lots shall have a maximum ground floor building coverage of 40%.
- b. AR Single-Family lots shall have a maximum ground floor building coverage of 50%

G. Encroachments:

- 1. Front and Rear Yards: On all lots, stoops, steps, and covered porches shall be permitted to encroach a maximum of 5 feet within the front yard setback line. They shall not be permitted to encroach within rights-of-way or easements. Decks, patios, and screened porches may encroach a maximum of 5 feet into the minimum required rear yard setback.
- 2. Side Yards: On all lots, bay windows, chimneys and air conditioner condenser units are permitted in the side yard. A driveway may encroach up to four feet into the side yard.

H. Street Frontage:

- 1. All lots shall have frontage on and access to a public street. The primary front façade of each home shall be located parallel to the public right-of-way on which its lot fronts or, on a lot fronting on a curved right-of-way, parallel to the chord of the right-of-way.
- 2. Notwithstanding the foregoing, City staff shall have the discretion to allow for a deviation from this requirement on irregularly-shaped lots in order to allow individual home placement to more accurately meet the intent of the neighborhood's design as contemplated by this text and the approved preliminary development plan and final development plan(s) for this zoning district.
- 3. On corner lots, the street on which the front facade of a home is required to be located shall be identified and approved as part of a final development plan that includes that lot.

VII. Access, Loading, Parking, Pedestrian, and Traffic-Related Commitments:

- A. Off-Street Parking: All homes shall be required to have a minimum of 2 off-street parking spaces on their driveways in addition to parking spaces within the garage.

B. On-Street Parking: On-street parking shall be permitted on public streets within this zoning district in accordance with the City's Codified Ordinances.

C. Walnut Street and Bevelhymer Road ROW: Prior to the issuance of the first building permit for any structure to be built in this zoning district, the applicant/developer shall dedicate right-of-way to the City for a minimum distance of 40 feet from the centerline of Walnut Street and Bevelhymer Road. Additional right-of-way may be required depending on the outcome of the traffic study.

D. Access Points:

1. The primary access to the site will be a public street intersecting with Bevelhymer Road and aligned across from the Smucker Property on the east side of Bevelhymer Road as generally shown on the approved preliminary development plan. Final location shall be approved as part of a final development plan.
2. A second public vehicular access point shall be located at the extension of Tournis Way.
3. A public street shall be stubbed from this development to the south property line to provide for a potential future connection through adjacent single family lots with Steeplechase lane.

E. Internal Street Widths and Rights-of-Way:

1. All streets within this development shall be public and shall be constructed to required public specifications.
2. The right-of-way for internal streets within the development shall be 50 feet in width.
3. Pavement for all internal streets shall be 26 feet in width, measured from face to face of curbs.

F. Public Sidewalks:

1. A public sidewalk shall be located within the right-of-way on each street in the general locations shown in the preliminary development plan and with final locations as approved in a final development plan.
2. Sidewalks shall be 5 feet in width and shall be constructed of concrete.

G. Leisure Paths:

1. Asphalt leisure trails with a width of 8 feet shall be constructed by the applicant/developer along the property's frontage on Walnut Street and Bevelhymer Road.
2. Additional leisure paths or sidewalk connections through the open space may be provided with final locations to be approved as part of a final development plan.

VIII. Buffering, Landscaping, Open Space and Screening Commitments:

A. Parkland and Open Space:

1. Parkland shall be dedicated to the City from locations that are generally approved in the preliminary development plan and as specifically approved as part of a final development plan.
2. Due to the multi-generational nature of this zoning district and the lots within The Post at Woodhaven being age-restricted, this development shall be exempt from the requirement of Section 1185.15(c)(6) that would otherwise require all residences to be located within 1,200 feet of playground equipment. The adjacency to the Metropark (approximately 1200 feet), Bevelhymer Park (less than 600 feet) and extension of the leisure trails along both Walnut and Bevelhymer Roads provides ample opportunities for active and passive recreational opportunities for the residents of this zoning district.
3. Where the side or rear lot line of a residential lot abuts parkland or open space, a demarcation between them shall be provided consisting of fencing, landscaping, and/or other elements with a final design that is approved as part of the final development plan.
4. Ownership and maintenance of the parkland and open space areas which are shown on the preliminary development plan shall be defined and approved with the final development plan.

- B. Rural Road Corridors: The final development plan for this zoning district shall provide a landscaping plan and grading plan for the required minimum no-build zone/required setback area for Walnut Street and Bevelhymer Road. The landscaping plan shall be natural in character and shall maintain the character of these thoroughfares. In addition to the street tree requirements, within rural road setback, there shall be a minimum of 4 trees/100 lineal feet in natural hedgerow manner and shall be a mix of a minimum of 2" caliper trees subject to the approval of the city landscape architect.

C. Street Trees:

1. Street trees shall be required on both sides of internal public streets, unless otherwise approved as part of a final development plan
2. Trees shall be a minimum of 2.5 inches in caliper dbh at installation and shall be spaced at an average distance of 30 feet on center, except that along Walnut Street and Bevelhymmer Road, trees may be grouped, provided the quantity is equivalent to 1 tree per 30 feet or fraction thereof.
3. Notwithstanding the foregoing, tree spacing on public streets may deviate from this spacing requirement if necessary or appropriate to provide a desirable streetscape, or to avoid interfering with other required improvements.
4. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the final development plan for review and approval.

D. Exemption to Section 1187.15(c)(6): Due to the nature of this zoning district with a portion of the lots being age-restricted, these lots shall be exempt from the requirement of Section 1185.15(c)(6) that would otherwise require all residences to be located within 1,200 feet of playground equipment. The applicant envisions activities that engage the multi-generational nature of the proposed community instead of providing playground equipment for just the Traditional Single-Family component. These multi-generational activities may include but not be limited to a community garden, gathering area with pavilion, picnic tables, benches, bocce court and/or areas for informal play. Final locations and details shall be provided with Final Development Plan.

E. Landscaping: Except as otherwise provided in other sections of this text, the minimum size of landscape materials at installation shall be per Section 1171.07 of the City of New Albany Codified Ordinances.

F. Perimeters: The landscaping plan that is provided with the final development plan shall, in addition to other required items, indicate whether or not trees presently exist on this property along the southern and western boundary lines. The landscaping plan shall identify locations where utility crossings and associated easements will occur that necessitate the removal of trees from within these areas.

G. Tree Preservation:

1. Reasonable and good faith efforts will be made to preserve existing trees and perimeter tree rows currently existing on the property.
2. A minimum 40 foot tree preservation area shall be maintained from the west property line of Lot 2. This preservation area shall not preclude the extension or connection of required utility extensions in this area.
3. Consideration will be given to laying out streets, lots and structures to avoid the unnecessary destruction of these wooded areas. Additionally, standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

IX. Architectural Standards:

A. Design Intent:

1. All Traditional Single-Family homes shall comply with the design guidelines of the development standards in this text and the City's Design Guidelines contained within Sections 1 Design Guidelines and Requirements and Section 5: Residential Outside the Village Center, except as outlined below.
2. The AR Single-Family Homes will serve a very specific market, which demands efficiently designed homes with components that serve the particular needs of an age-restricted community. The homes within The Post at Woodhaven will not be required to strictly adhere to the City's Design Guidelines and Requirements (DGRs) and its Codified Ordinances. Instead, the intent is to meet the spirit and purpose of the DGRs and the Codified Ordinances while allowing for deviations to accommodate home designs that serve the active adult segment of the home buying market. All AR Single-Family Homes shall be built with Craftsman Architecture as the single style with different variations used throughout.
3. All home designs in Woodhaven are intended to use elements of traditional American architectural themes and shall be designed in accordance with the architectural character of the homes which are depicted in the architectural elevations and/or renderings that have been filed with the preliminary development plan application. In

addition, more detailed architectural elevations and/or renderings shall be submitted for approval by the Planning Commission as part of the final development plan application.

4. The Planning Commission shall not have approval rights over each specific home to be constructed in this zoning district, but instead shall approve a baseline set of architectural requirements and guidelines from which each home design will be based.

B. Exterior Materials:

1. Wall finish materials:

- a. Brick, brick veneer, stone, simulated stone and cementitious or composite siding or equivalent shall be permitted as exterior façade materials. Vinyl siding shall be prohibited. The use of stone is only permitted when it is complimentary to a specific architectural style as approved as part of a final development plan and by the city architect.
- b. Cementitious/composite siding or equivalent on a home shall utilize colors from an approved "historic color palette" as approved as part of a final development plan. Exterior wall finish materials must be used to complete massing elements.
- c. Each exterior façade of a home shall utilize one primary material, and that material shall be used on all elevations of that home.
- d. Exposed concrete foundation walls shall be prohibited and shall be covered by (a) brick or brick veneer or (b) an extension of the primary building façade material to the surrounding grade.

2. Four-sided architecture: Four-sided architecture shall be required on all homes, meaning that there shall be a consistent use of materials and design elements on all sides of the structure. Blank facades shall be prohibited on all units. The term "four-sided architecture" shall mean:

- a. The same materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity and balance among all facades. The application of brick, brick veneer, stone, stone veneer or cementitious material to a single building façade is prohibited.
- b. The side and rear elevations of each home shall display a high level of architectural quality and interest.

3. Brick: When brick is used, traditional detailing is required, such as, but not limited to, traditional bonds, water table caps, sills, jack arches, segmental arches and soldier courses.
4. Roofs: The main house mass shall have pitched roofs which shall be required to have a minimum 6:12 rise over run or greater. Minor gables, dormers, and porch pediments are permitted to have minimum pitches of 4:12 rise over run. Roof pitches with rise over run of less than 6:12 are permitted on minor roofs (i.e. entry porches, dormers, etc.). Flat roofs shall be permitted only for porches, but must integrate strong cornice lines. Roofs may be of natural slate wood shake or wood shingle, an architectural grade fiberglass asphalt shingle, or may be standing seam. Metal standing seam shall be permitted as a roof material only on porches. Solar panels shall be permitted to be installed on roofs on the rears of homes, provided that such panels are not visible from a public street.
5. Windows: Windows shall be of traditional themes. Simulated or true divided lite windows shall be required. Double-hung windows shall be required, provided that fixed panel accent windows and casement style windows may be used where appropriate. Windows shall be vinyl-clad. Trim detail and cornices shall be highly encouraged where architecturally appropriate above windows on the front facades of every home, on side elevations facing the public street on corner lots, and on side elevations facing parkland or open space. Trim detail along all windows shall be light in color.
6. Shutters: Shutters shall be highly encouraged to be used on the front facades of homes in window locations which are architecturally appropriate. Required locations for shutters shall be identified for each home type in the final development plan. Shutters shall be dark in color, with the palette of permitted colors to be approved as part of the final development plan. Where used on any façade of a home (and regardless of whether they are open or appear to be closed), shutters shall be sized to cover the adjacent window and appear operable. Shutters shall be mounted on appropriate shutter hardware (hinges and shutter dogs). Shutters must be painted and may be solid paneled (raised paneled) or louvered.
7. Exterior paint colors: Exterior paint colors for siding, doors, shutters, fascias, cornices, soffits and miscellaneous trim shall be selected from pre-approved color guide of historic colors, which shall be provided for review and approval as part of the first final development plan for this zoning district.

8. Gutters and downspouts: Traditional half round gutters and/or ogee gutters with downspouts shall be used.
 9. Skylights: Skylights in the roof shall be permitted, provided they are not visible from off-site.
 10. Chimneys: Exposed exterior chimneys, when incorporated into a home design, shall be brick or brick veneer. Chimneys with wood, siding, or stucco shall be prohibited.
 11. Front Entrance: The front entrances to each home shall be a minimum of six inches (6") and range up to twenty-four (24") inches above the finished grade of the lot on which the home is located.
 12. Other elements: Cupolas, lanterns, belvederes and/or window bays shall be permitted, provided that they are consistent with the architectural theme of the home.
 13. Architectural Details: Additional architectural details including roof plans; garage door design/colors; dormer details; entablature; and shutter specifications; columns, cornice and pediment details; window locations and specifications; louver details, brick mould profile shall be provided at the final development plan for review by the Planning Commission.
- C. Front Porches: Every home (both Traditional Single-Family and AR Single-Family home shall include a front porch. For purposes of this text, a "front porch" shall be defined as "a covered but unscreened area that is at least 35 square feet in size and adjacent to the home's front door." The existing home on Lot 1 shall be excluded from this requirement.
- D. Screened Porches: Screened porches are encouraged on the rear or sides of homes but shall not be permitted on the front. Detailing shall be traditional wood in appearance with a break in screening at rail height. All screened porch trim shall be painted or stained. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.
- E. Maximum Building Height:
1. The maximum height of the Traditional Single-Family homes shall be 45 feet measured from finished grade at the front door to the ridge on the roof and a minimum of 1.5 stories (or 1.5 stories in appearance) and a maximum of 2.5 stories.

2. The maximum height of the AR Single-Family homes shall be 35 feet measured from finished grade at the front door to the ridge on the roof and shall be a minimum of 1.5 stories or 1.5 stories in appearance from the front elevation.

X. Lighting:

- A. Each home shall provide coach lights on the garage. Coach light locations shall be consistent from house to house. All coach lights shall have a photocell light sensor. Light fixtures shall be the same or substantially similar across all lots/homes. Coach lights shall have an opaque top.
- B. Uplighting of the exterior of a home shall be prohibited.
- C. Security lighting, when used, shall be of a motion sensor type.
- D. Street lighting shall be provided at each street intersection with the fixture, color and spacing to be approved at time of final development plan. Street light height shall not exceed 18 feet in height. Street light poles and fixtures shall be consistent in height, color, and appearance throughout the zoning district.
- E. Lighting of entry features and any additional proposed lighting shall be provided and approved at time of final development plan. Ground mounted lighting shall be shielded and landscaped.
- F. Fully shielded, downcast, cut-off type lighting fixtures shall be required. Exterior lighting fixtures shall be similar in appearance throughout this zoning district.
- G. Except as otherwise expressly provided in this text, lighting shall be provided in accordance with the City's Codified Ordinances.

XI. Garage, Attached Structure, and Driveway Standards:

A. Garages:

1. Garages shall be attached and may front on a public street. Each home shall provide a minimum of 2-car garage.
2. Garages may be front-loaded, provided that the following provisions are met.
3. Each AR Single-Family home shall have a garage set back a minimum of 2 feet, 8 inches from the front façade of the home. The "front façade of a home" shall be considered to be the single plane of a home's front façade or the forward-most plane of a front porch that is located closest

to the front property line of the lot. If a front loaded garage is utilized, a minimum of 9 foot wide and maximum 10 foot wide single bay doors must be used.

4. All Traditional Single-Family homes shall have a front loaded garage setback at a minimum of 10 feet from the foundation of the front of the porch. Side loaded garages cannot project beyond the side façade of a home located on a corner lot that faces the street. If a front loaded garage is utilized, a minimum of 9 foot wide and maximum 10 foot wide single bay doors must be used.
5. All garage doors shall be solid paneled but may have windows provided that the interior of the garage cannot be viewed at a height of 6 feet when standing in the middle of the public street found in front of the garage. No glazing shall be permitted on garage doors unless they are consistent with the architectural theme.
6. Individual bay doors or double wide garage doors that have the appearance of individual bay doors when closed shall be required. All garage doors shall contain decorative features and shall be of a color and style that is consistent with architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door. Garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home.
7. All pedestrian garage doors shall be solid paneled.

B. Driveways:

1. Driveways shall be made of a durable material. Appropriate materials are brick, dark color concrete pavers, and asphalt with controlled edges. The driveway may extend up to 1 foot to the outside of both sides of the garage.
2. All driveway aprons (curb-cuts) shall be constructed to accommodate a maximum sixteen foot wide driveway at the right-of-way line.
3. All driveways shall have a maximum grade of 8%.

XII. Miscellaneous Standards:

- A. Graphics and Signage Commitments: This zoning district shall utilize standard City of New Albany street regulatory signage. Entry feature signage at the public street entry into the zoning district from Bevelhymer Road shall be

permitted with designs that are approved by the Planning Commission as part of a final development plan for this zoning district. Other signage may be used subject to approval by the City of New Albany Planning Commission.

B. Storage:

1. Pre-fabricated Storage Sheds: Pre-fabricated storage sheds shall be prohibited.
2. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, adjacent lots or developments.
3. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

C. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas. Pedestrian garbage receptacles may be located on the exterior of the amenities center/private clubhouse, provided that they are placed within or covered by an enclosure made of materials and with colors that are complimentary to the building.

D. Utilities: All new utility lines and wiring shall be placed underground. Utility easement locations and widths shall be determined in the final development plan for this zoning district.

XIII. Variances and Appeals:

A. Nature of Variance: On a particular property, extraordinary circumstances may exist making a strict enforcement of the applicable development standards of this PUD text or the Zoning Ordinance unreasonable and, therefore, the procedure for variance from development standards is provided to allow the flexibility necessary to adapt to changed or unusual conditions, both foreseen and unforeseen, under circumstances which do not ordinarily involve a change of the primary use of the land or structure permitted.

B. Variance and Appeals Process: The procedures and requirements of Chapter 1113, Appeal and Variances, of the Codified Ordinances of the City of New Albany shall be followed in cases of appeals. Requests for variances shall be heard by the Planning Commission.



Matthew T. Cull, Esq.
matthewcull@kephartfisher.com
207 North Fourth Street, Columbus, Ohio 43215
p: 614.469.1882 f: 614.469.1887

March 17, 2021

Mr. Stephen Mayer
Planning Manager
City of New Albany
99 W. Main Street
New Albany, Ohio 43054
smayer@newalbanyohio.org

**Re: School Impact Statement of Proposed Alto Real Estate Residential Development
("Woodhaven")**

Mr. Mayer:

Alto Real Estate, LLC ("Alto") is in contract to purchase 38.09+/- acres of real property located to the south of and adjacent to Walnut Street (C.R. 19), to the west of and adjacent to Bevelhymer Road (C.R. 192) and east of the Upper Clarenton neighborhood. Simultaneously with this letter, Alto has submitted an annexation application to Franklin County and a rezoning application to the City of New Albany which seeks the approval of a residential community consisting of sixty (60)¹ single-family homes (the "Woodhaven"), twenty-two (22) of which, grouped separately on the southern portion of the site, will be 100% age-restricted in accordance with applicable federal law (the "The Post at Woodhaven"). The purpose of this letter is to highlight how this project will be financially beneficial to the New Albany-Plain Local School District (NAPLSD).

Age Restriction

The pending rezoning application includes a commitment by Alto to subject approximately the 2.62 +/- acres of single-family residential uses to age restrictions in accordance with the "Housing for Older Persons Exemption" (codified at 42 U.S.C. § 3607)(the "HOPA Exemption") of The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)(the "Act"). The Act and the HOPA Exemption provide in part that, in order for a residential development to meet legal requirements to be age-restricted, at least 80 percent of the units in the development must have at least one occupant who is 55 years of age or older. Alto proposes to go beyond the minimum threshold for the percentage of homes to be age-restricted and to subject every home in The Post at Woodhaven to the restriction.

Schoolchildren from New Development

Historically, school impact statements provided as part of the re-zoning process for residential developments in New Albany have assumed that 0.8 students would be generated by each Traditional Single-Family home and 0.05 students would be generated by each Age Restricted Single-Family home. Based on these assumptions, the proposed community would place an estimated 31.5 students

¹ Of the sixty (60) total homes planned for Woodhaven, fifty-nine (59) will be new construction and one (1) is the existing single-family home located at 7325 Walnut Street, Westerville, Oh 43081 which will remain.

into the NAPLSD (38 Traditional Single-Family homes x 0.8 students/home = 30.4 students, plus 22 Age Restricted Single-Family homes x 0.05 students/home = 1.1 students).

The NAPLSD's website states that its cost to educate one student is \$12,160 annually². Based off of this number, the estimated annual cost to educate the students that could reside in the Community is \$383,040 (31.5 students x \$12,160 annual per student cost). At present, the State of Ohio funds 14.3% of the costs to educate students in the school district, leaving 85.7% to be funded at the local level.³ Therefore, residents and businesses within the school district's boundaries will be responsible for funding an estimated \$328,265 (85.7% of cost annually to educate students from this Community).

School District Revenue from New Development

The average value of the homes to be constructed in this development is conservatively projected to be \$700,000 for Traditional Single-Family homes and \$500,000 for Age Restricted Single-Family homes. At these price points, each Traditional Single-Family unit will have an assessed value of \$245,000 (35% x \$700,000) and each Age Restricted Single-Family unit will have an assessed value of \$175,000 (35% x \$500,000 value). The 2020 effective residential millage rate (the most recent available) for the taxing district (Franklin County #222) in which this property will be located following annexation is 80.5016 mills. After factoring in reductions for Non-Business (0.0928) and Owner Occupancy (0.023210) Credits ("Reductions"), and then applying the portion of the property tax allocated to the school district (currently 61.21%) ("School Allocation Percentage"), the annual real property taxes generated by each home in the Community and collected by the school district will be calculated as follows:

Traditional Single-Family Homes (38):

Per Home:

Adjusted Tax: \$19,722.89 (\$245,000 Assessed Value x 0.0805016 millage rate)

Current Tax: \$17,434.84 (Adjusted Tax – Reductions of \$1,830.284 & \$457.77)

School Funding: \$10,671.87 (Current Tax x School Allocation Percentage)

Total:

School Funding: \$405,531 (School Funding Per Home x 38)

Age Restricted Single-Family Homes (22):

Per Home:

Adjusted Tax: \$14,087.78 (\$175,000 Assessed Value x 0.0805016 millage rate)

Current Tax: \$12,453.45 (Adjusted Tax – Reductions of \$1,307.35 & \$326.98)

School Funding: \$7,622.76 (Current Tax x School Allocation Percentage)

Total:

School Funding: \$167,700 (School Funding Per Home x 22)

² <https://www.napls.us/Page/1696>

³ <https://www.napls.us/Page/1694>

Based on the above calculations, it is estimated that at full buildout, the Community of 60 homes will generate \$573,231 annually in school district revenue.

NAPLSD Fiscal Impact

The result of the calculations above is that annual school revenue from the development of Woodhaven that will go toward the cost of educating students will exceed the costs of educating the students who live in this community by \$244,966 (\$573,231 annual revenue to school district - \$328,265 cost to educate students). Therefore, the proposed development will result in a substantial surplus for the schools. There will enough surplus revenue to cover the costs of educating a little more than 22 students living elsewhere in the district.

In closing, Woodhaven will serve the dual purposes of creating a new and unique residential product offering in New Albany, and providing a significant financial boost for the school district. We look forward to more dialogue on this application and its benefits as we move through the City's review process.

Respectfully Submitted,


Matthew T. Cull



Engineers, Surveyors, Planners, Scientists

Utility Feasibility Summary
WOODHAVEN
City of New Albany
3/14/2021

The following is a summary of the proposed utilities:

Sanitary Sewer

The proposed Woodhaven Development will utilize a system of underground sanitary sewers located within the right of way and outside of the proposed face of curb. The proposed sanitary sewer system will connect to two existing 8" sanitary sewers (CC-14185) located along the western property line. The entire site acreage of approximately 38 acres is tributary to this sanitary sewer. The proposed sanitary sewers will be designed to City of Columbus, New Albany and Ohio EPA standards.

Water

The proposed development will utilize a system of underground water mains located within the right of way and outside of the proposed face of curb. The proposed water main will connect to the existing 8" water main located to the west at the end of existing Tournus Way.

Storm Water

Storm water management will be provided utilizing two proposed onsite retention basins located at the southwestern portion of the site. The basins will be designed to meet the water quality and detention requirements of New Albany and the Ohio EPA. A storm sewer system will be constructed to collect and outlet storm water from the proposed development to the basins. The storm water facilities will outlet to the existing ditch at the southwestern corner of the site. The proposed storm water system will be designed to meet the necessary requirements of New Albany and the Ohio EPA.

Private Utilities

Electric service in the area is provided by AEP. The gas provider for the area is Columbia Gas of Ohio. Telephone, cable and fiber optic service to the area is provided by a combination of AT&T and Charter.

J:\20210018\Correspondence\Letters\2021-03-05 Utility Feasibility Summary.doc



March 10, 2021

Mr. Steve Mayer
City of New Albany
Development Department
99 West Main Street
New Albany, OH 43054

Subject: WOODHAVEN – Environmental Compliance

Dear Mr. Mayer,

This letter serves to inform the City of New Albany of environmental conditions associated with the Woodhaven project, located west of Bevelhymer Road, and south of Walnut Road, in Plain Township, Franklin County, Ohio. The property consists of an agricultural field with several farmsteads and wooded areas.

The property was recently delineated for Waters of the U.S. by the Environmental Department of EMH&T. The delineation report is currently under review at the U.S. Army Corps of Engineers (USACE). Assuming the USACE agrees with the delineation and issues an Approved Jurisdictional Determination (AJD), the property will contain two isolated wetlands and a nonjurisdictional agricultural ditch.

Once we receive the AJD from the USACE, we intend to file and obtain an Isolated Wetlands Permit from Ohio EPA to impact one of the isolated wetlands and a portion of another for lot development. We anticipate that permit being issued in May 2021 and can provide a copy upon request.

If you have any questions regarding this information or require additional documentation, please do not hesitate to contact me at (614) 775-4515.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Robert F. Milligan
Director of Environmental Services
Principal

Cc: Linda Menerey, EMH&T



REPLY TO
ATTENTION OF

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, HUNTINGTON DISTRICT
502 8TH STREET
HUNTINGTON, WV 25701**

March 22, 2021

Regulatory Division
North Branch
LRH-2021-130-SCR

APPROVED JURISDICTIONAL DETERMINATION

Mr. Patrick Fisher
Alto Real Estate, LLC
6262 Eiterman Road
Dublin, Ohio 43016

Dear Mr. Fisher:

I refer to the *Delineation of Waters of the United States, Alto Real Estate, LLC* dated February 8, 2021 and submitted on your behalf by EMH&T. You have requested an approved jurisdictional determination (JD) for the aquatic resources located on the approximate 37.63-acre site. The property is located at 7555 Bevelhymer Road, at the southwest corner of Bevelhymer and Walnut Roads, in Plain Township, Franklin County, Ohio at approximately 40.110333 latitude, -82.793806 longitude. On-site waters flow to Sugar Run, an indirect tributary to the Scioto River, a navigable water of the United States. Your JD request has been assigned the following file number: LRH-2021-130-SCR. Please reference this number on all future correspondence related to this JD request.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR 328, including the amendment to 33 CFR 328.3 (85 Federal Register 22250), and 33 CFR 329. Section 404 of the Clean Water Act (Section 404) requires a Department of the Army (DA) permit be obtained prior to the discharge of dredged or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under navigable water.

The Navigable Waters Protection Rule, which became effective on June 22, 2020, was followed in this verification of Section 404 jurisdiction for the features located within the approved JD boundary. A total of two (2) wetlands and one (1) ditch were delineated within the approved JD area of interest as depicted on the enclosed map titled "Delineation Map" submitted with the JD report dated February 8, 2021. These aquatic resources are also listed in the enclosed Table 1.

It has been determined that Wetlands A and B do not meet the definition of an adjacent wetland (33 CFR 328.3(c)(1)(i)-(iv)) and are not considered waters of the United States per 33 CFR 328.3(b)(1). It has been determined that the Agricultural Ditch is not a water of the United States per 33 CFR 328.3(a)(1) or (2), was not constructed in an adjacent wetland per 33 CFR 328.2 (a)(4), and is not considered a water of the United States per 33 CFR 328.3(b)(5). Wetlands A and B and the Agricultural Ditch are not subject to regulation under Section 404. However, you should contact the

Ohio Environmental Protection Agency, Division of Surface Water, at (614) 664-2001 to determine state permit requirements.

This jurisdictional verification is valid for a period of five (5) years from the date of this letter unless new information warrants revision of the delineation prior to the expiration date. This letter contains an approved JD for the subject site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the Great Lakes and Ohio River Division Office at the following address:

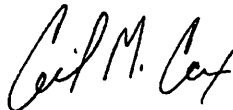
Appeal Review Officer
U.S. Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street Room 10-714
Cincinnati, OH 45202-3222
TEL (513) 684-7261; FAX (513) 684-2460

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. **It is not necessary to submit an RFA form to the Division office if you do not object to the determination in this letter.**

The determination included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This JD may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

A copy of this letter will be provided to the Ohio Environmental Protection Agency at Lazarus Government Building, Post Office Box 1049 Columbus, Ohio 43216-3669 and your agent, Bryan Lombard with EMH&T, Inc. If you have any questions concerning the above, please contact Kayla Osborne of the North Branch at 304-399-5850, by mail at the above address, or by email at kayla.n.osborne@usace.army.mil.

Sincerely,



Cecil M. Cox
Regulatory Project Manager
North Branch

Enclosures

cc:

Bryan Lombard, EMH&T, Inc. (via email)
Ohio Environmental Protection Agency (via email)

Table 1. Non-jurisdictional features associated with the Bevelhymer Road Approved JD, LRH-2021-113-SCR					
Aquatic Resources	Latitude & Longitude (°N) (°W)		Cowardin Class	Linear feet and/or Acres in review area	Regulatory Authority
Wetland A	40.10851	-82.79545	Forested	0.26 acre	None; Excluded under (b)(1)
Wetland B	40.11099	-82.79519	Forested	0.04 acre	None; Excluded under (b)(1)
Agricultural Ditch	40.10920	-82.79456	Ephemeral	983 linear feet	None; Excluded under (b)(5)

[illegible]

- [illegible]

[illegible]



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207 North Fourth Street, Columbus, Ohio 43215
p: 614.469.1882 f: 614.469.1887

May 28, 2021

City of New Albany
99 W. Main Street
New Albany, Ohio 43054
c/o Christopher Christian

**Re: Proposal of Fee-In-Lieu Payment Toward Metro Park Land Acquisition For
"Woodhaven" (#ZC-15-2021)**

Mr. Christian:

Alto Real Estate, LLC ("Alto") is the applicant on the I-PUD zoning amendment application submitted on May 7, 2021 (#ZC-15-2021), which proposes to rezone 38.09+/- acres of real property located at and adjacent to the south-west intersection of Walnut Street (C.R. 19) and Bevelhymmer Road (C.R. 192) (the "Application"). The Application proposes a residential community to be named "Woodhaven", consisting of thirty-seven (37)¹ traditional single-family homes and twenty-two (22) age-restricted single-family homes, which will be grouped separately on the southern portion of the site and 100% age restricted in accordance with applicable federal law.

As currently proposed, Woodhaven will have a total density of 1.57 dwelling units ("du") per acre. This exceeds the residential density set forth in the *Engage New Albany Strategic Plan* (2020) ("Strategic Plan"), which recommends a maximum of one (1) du per acre for traditional single-family homes and three (3) du per acre for age restricted housing.² However, greater than the recommended density may be permitted at the development site through the purchase and deed restriction of additional land meeting specified criteria, referred to as a density "offset".³ Applying the foregoing density recommendations to the Woodhaven Application's 38.09 gross acres, proposed number and allocation of single-family and age restricted homes, the density "offset" for the Woodhaven development would require the purchase of an additional 6.24 acres of land⁴

In line with the recent discussions between Alto representatives and members of New Albany's planning and development staff, in-lieu of Alto itself purchasing and restricting the density "offset" land, we request the City of New Albany consider and permit Alto to make a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000) to New Albany (or to Metro Parks if so decided) (the "Fee-in-Lieu Payment"). The proposed Fee-in-Lieu Payment was arrived at by multiplying the required acreage for the density "offset" land (6.24 acres) by \$24,038.46⁵, the per acre average land acquisition cost for undeveloped/unimproved land within the Metro Park growth area. We believe the Fee-in-Lieu Payment, if approved, will benefit all parties involved, meet the spirit and intent of the Strategic Plan and provide additional flexibility to the City of New Albany and the Metro Parks.

Thank you for your attention to and consideration of this request. Please let us know should you have any questions or require additional information at this time.

Respectfully Submitted,

Matthew T. Cull

¹ Woodhaven will have a total of 60 single-family homes, as the existing residence at 7325 Walnut St will remain.

² *Engage New Albany Strategic Plan* (2020); Future Land Use Plan (Page 57)

³ *Strategic Plan* at Page 57 and 80

⁴ 37 acres for the Single-Family Units (37 at 1 du per acre) + 7.33 acres for Age Restricted Units (22 at 3 du per acre) = 44.33 total acres required. 44.33 acres (required) - 38.09 gross acres (provided) = 6.24 acres (density "offset")

⁵ The per acre cost provided to Alto by New Albany city staff

SECTION II — Development Plan Materials

PRELIMINARY DEVELOPMENT PLAN

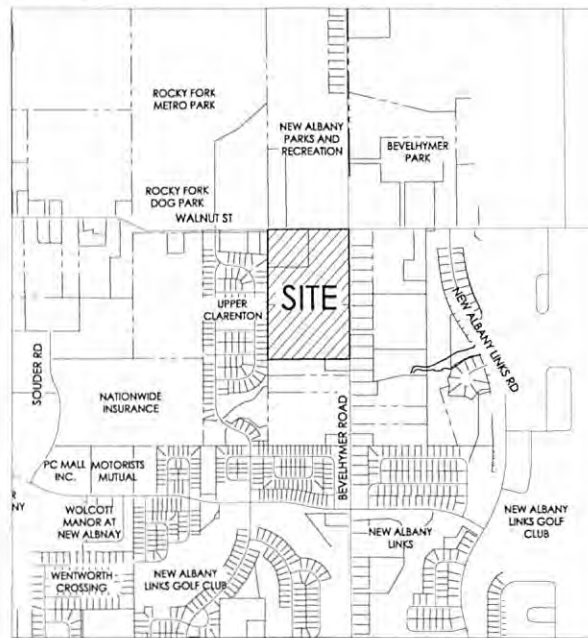
P: (614) 764-0032

SUBMITTAL:
MAY 7, 2021

CIVIL ENGINEER, LAND PLANNER
& LANDSCAPE ARCHITECT

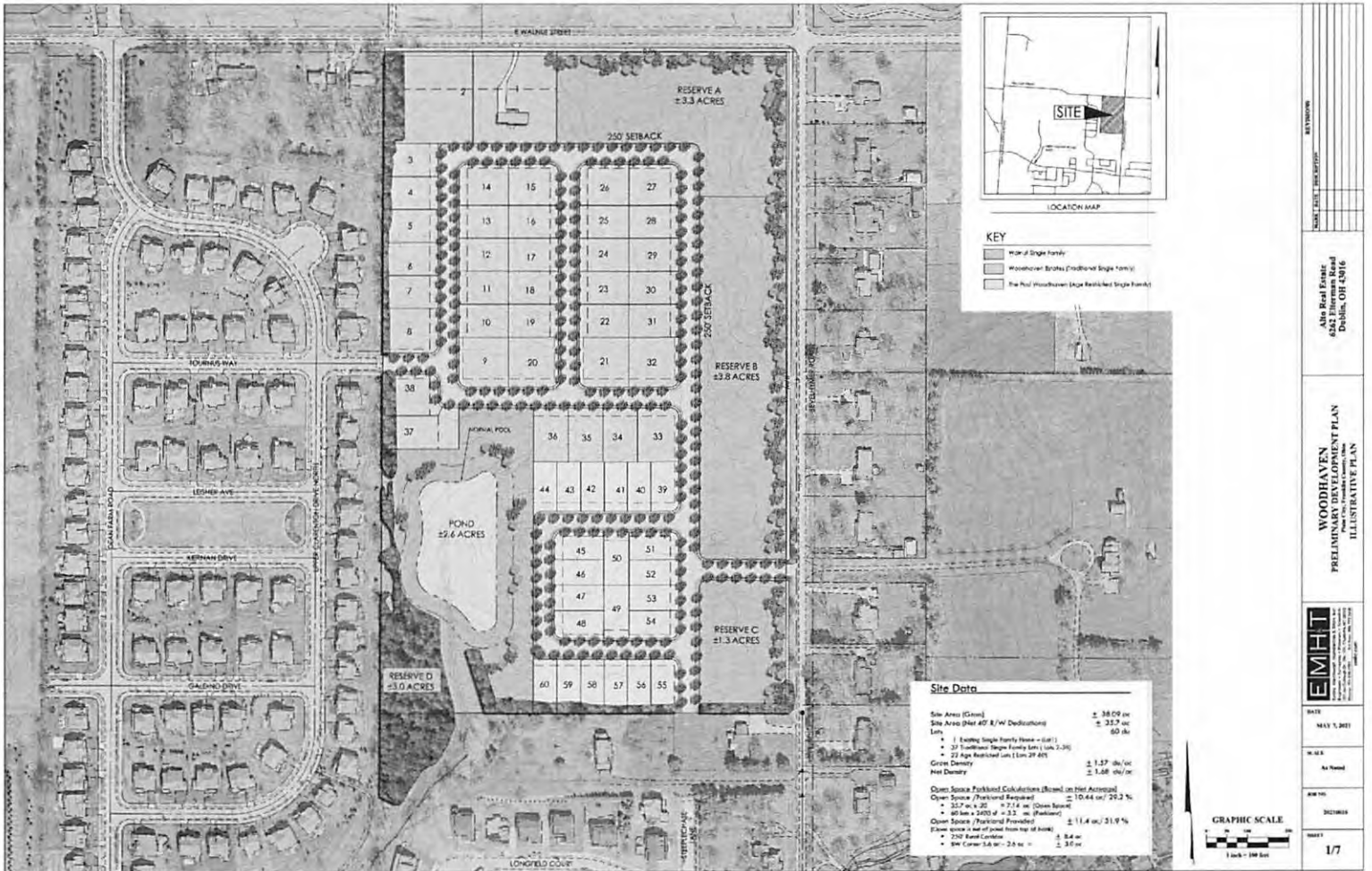


DEVELOPMENT CONSULTANT:
LORETO (LARRY) CANINI
CANINI ASSOCIATES
WWW.CANINIASSOCIATES.COM



INDEX OF DRAWINGS

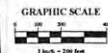
SHEET 1 : ILLUSTRATIVE PLAN
SHEET 2 : VICINITY MAP
SHEET 3 : EXISTING CONDITIONS
SHEET 4 : SITE PLAN
SHEET 5 : OPEN SPACE AND PEDESTRIAN CONNECTIVITY PLAN
SHEET 6 : LANDSCAPE CROSS SECTIONS
SHEET 7 : COMMUNITY OPEN SPACE AND PEDESTRIAN CONNECTIVITY PLAN



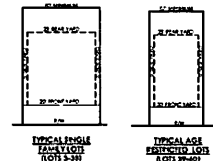
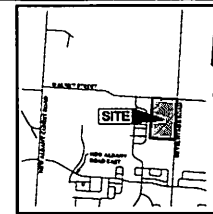
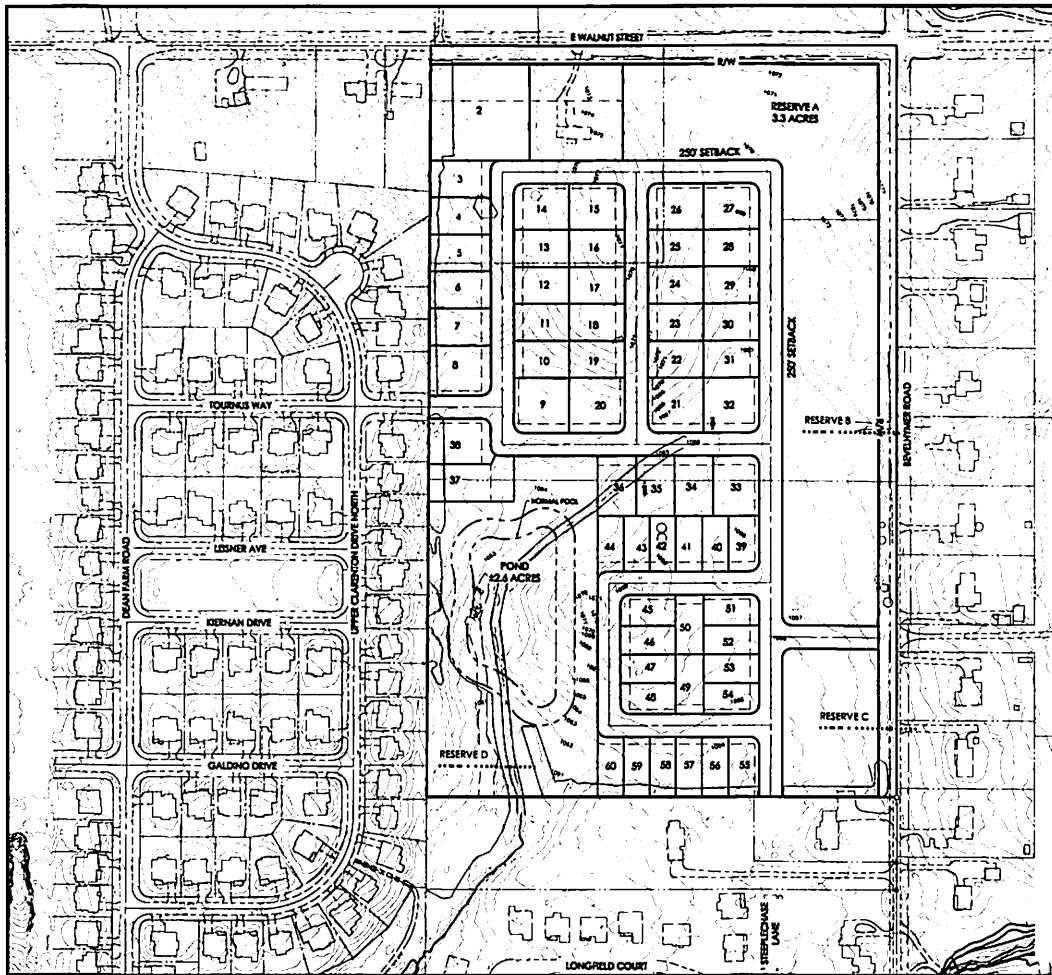
Site Data	
Site Area (Gross)	± 38.09 ac
Site Area (Net 40' R/W Deductions)	± 33.7 ac
Lots	60 lots
• 1 Existing Single Family House - (Lot 1)	
• 21 Traditional Single Family Lots (Lots 2-22)	
• 37 Age Restricted Lots (Lots 23-60)	
Crude Density	± 1.57 du/ac
Net Density	± 1.68 du/ac
Open Space/Parking Calculations (Based on Net Acreage)	
Open Space / Parking Required	± 10.44 ac / 29.3 %
• 35.7 ac x .30 = 10.71 ac (Open Space)	
• 60 lots x 240 sq ft = 14,400 sq ft (Parking)	
Open Space / Parking Provided	± 11.4 ac / 31.9 %
(Open space is net of pond from top of lots)	
• 250' Road Corridor	± 8.8 ac
• 80' Corridor - 5.8 ac - 2.8 ac	± 2.8 ac



KEY
WETLANDS (3.0 ACRES)



DATE	MAY 7, 2021
SCALE	As Shown
SHEET NO.	20210616
SHEET	3/7
PROJECT	WOODHAVEN Preliminary Site Plan Phase 1 Site 177, Franklin County, Ohio EXISTING CONDITIONS
CLIENT	Alta Real Estate 6382 Fairman Road Dublin, OH 43016
DESIGNER	EMHRT



Site Data

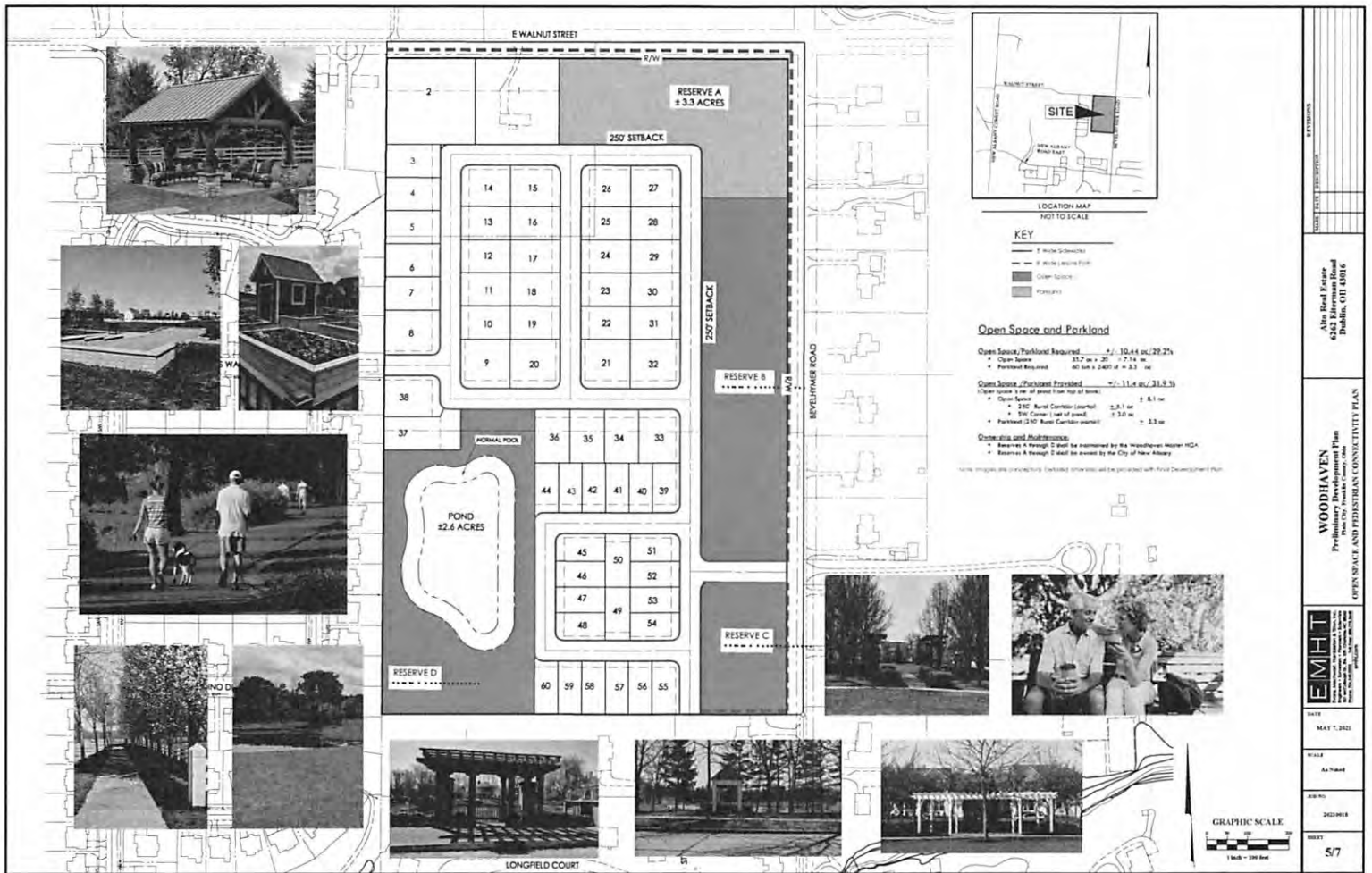
Site Area (Gross) 2 13.09 ac
 Site Area (Net 40' R/W Deductions) 2 3.87 ac
 Lots
 • 1 Existing Single Family Home - (Lot 1)
 • 27 Traditional Single Family Lots (Lots 2-28)
 • 32 New Traditional Lots (Lots 29-60)
 Gross Density 2 1.57 du/ac
 Net Density 2 1.48 du/ac

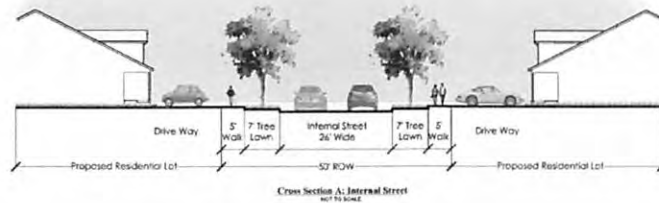
Open Space / Parkland Calculations Based on Net Acreage

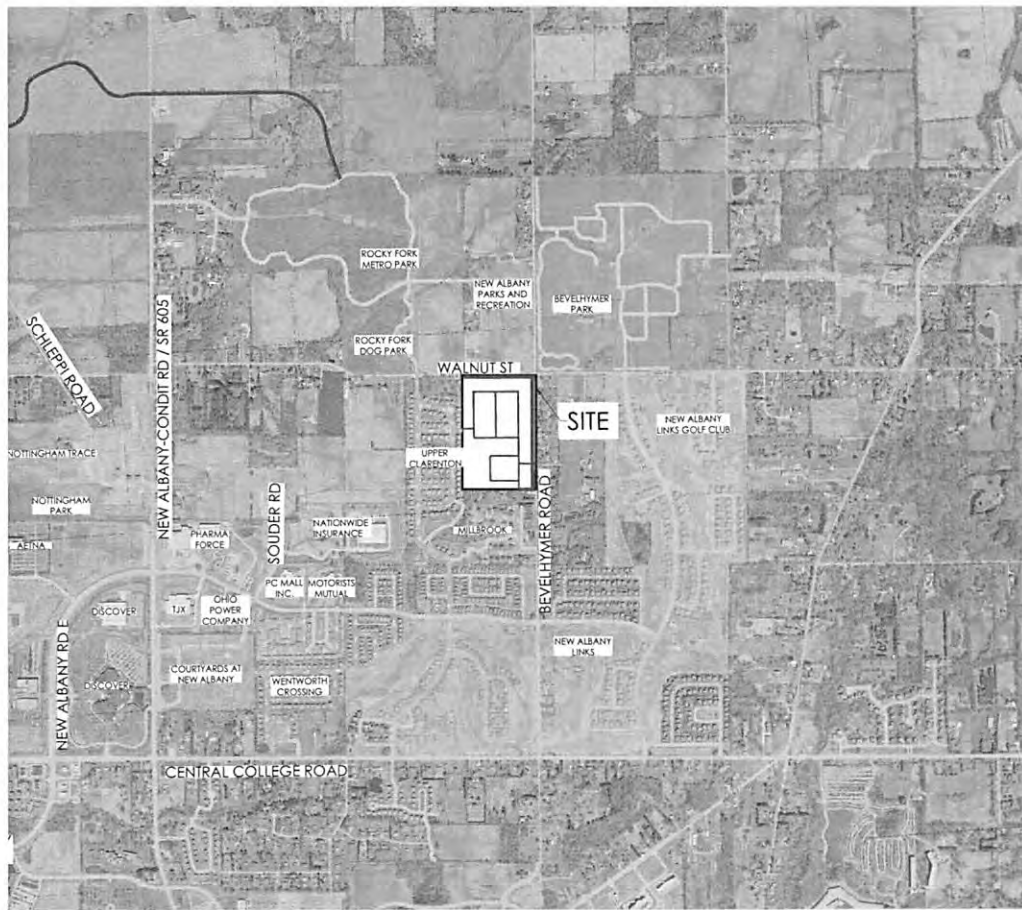
Open Space / Parkland Required 2 10.44 ac / 27.3 %
 • 35.7 ac x .30 = 10.71 ac (Open Space)
 • 48.0 ac x 3.00 ac = 1.44 ac (Parkland)
 Open Space / Parkland Provided 2 11.4 ac / 31.9 %
 Open Space is met at good top up of land
 • 120' Road Corridor 2 8.4 ac
 • 120' Road Corridor 2 8.4 ac






<p>EMHT</p> <p>Engineering, Mapping, and Planning</p> <p>1000 N. 10th Street, Suite 100 Phoenix, AZ 85006 Phone: (602) 944-1111 Fax: (602) 944-1112 Email: info@emht.com</p>	
<p>DATE</p> <p>MAY 1, 2023</p>	<p>PROJECT</p> <p>477</p>
<p>WOODHAVEN</p> <p>Proposed Single-Family Home Plan</p> <p>Site Plan</p>	
<p>John Road Group</p> <p>4352 E. Greenway Road</p> <p>Phoenix, AZ 85016</p>	







 EXISTING MULTI-USE PATHS
 EXISTING SIDEWALKS
 PLANNED MULTI-USE PATHS
 PLANNED SIDEWALKS
 METRO PARK PROPERTY
 GOLF COURSE

[illegible]



WOODHAVEN
CONCEPTUAL- TRADITIONAL SINGLE FAMILY



Life's Better in a Bob Webb Home.

614.530.4926 | bobwebb.com

BOB WEBB

Est. 1960



WOODHAVEN
CONCEPTUAL- TRADITIONAL SINGLE FAMILY

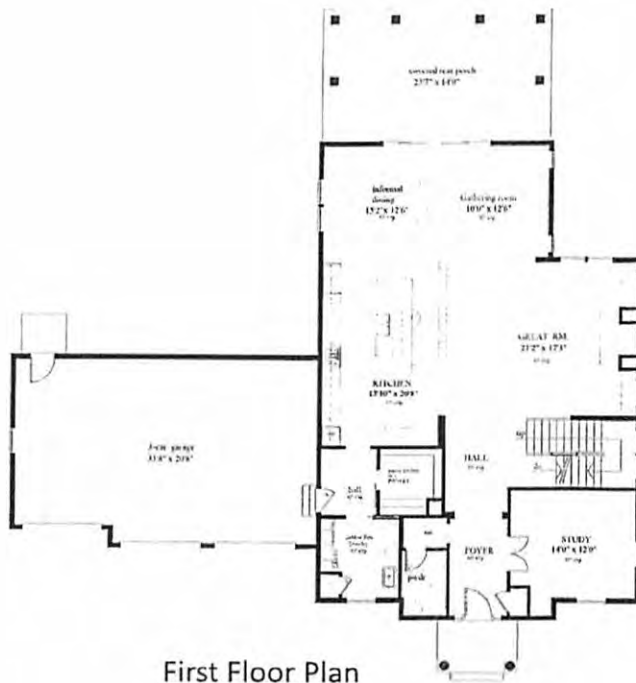


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614.530.4926 | bobwebb.com

BOB WEBB

Est. 1960



WOODHAVEN
CONCEPTUAL- TRADITIONAL SINGLE FAMILY

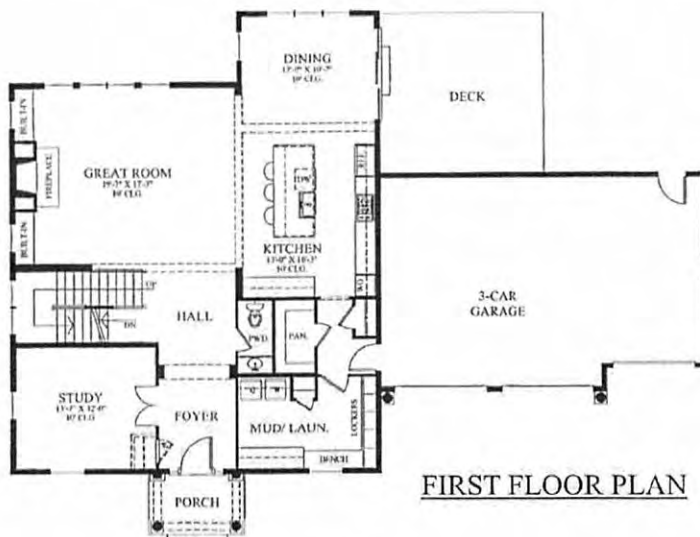


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BOB WEBB

Est. 1960



WOODHAVEN
CONCEPTUAL- TRADITIONAL SINGLE FAMILY

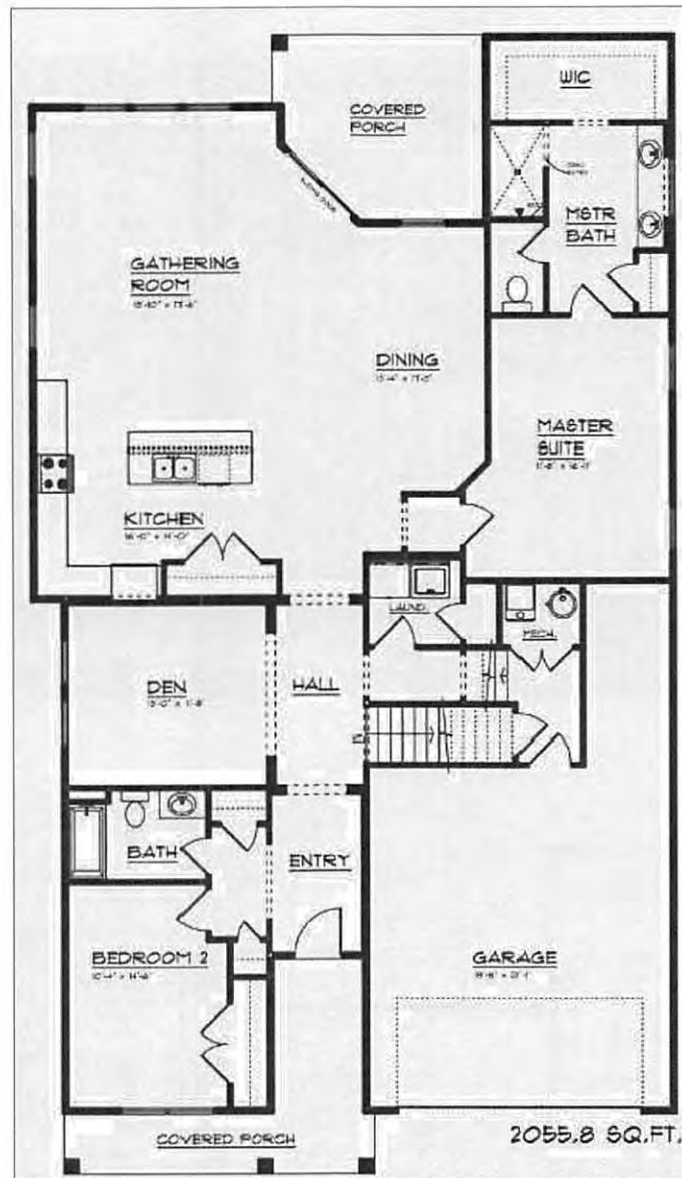


Life's Better in a Bob Webb Home.

614.530.4926 | bobwebb.com

BOB WEBB

Est. 1960



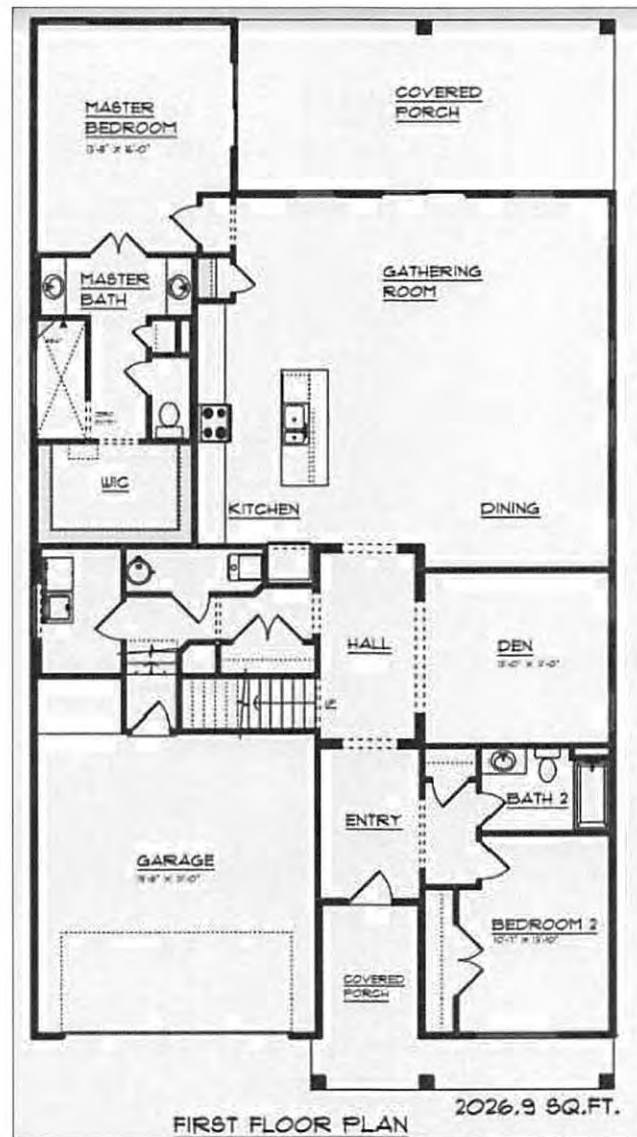
the "Sierra" plan



Craftsman Elevation

Woodhaven - Conceptual Architecture

Simplified Living - AR Single Family



the "Stanford" plan



Craftsman Elevation

Woodhaven - Conceptual Architecture



ORDINANCE O-23-2021

AN ORDINANCE TO ADOPT A TAX BUDGET FOR THE CITY OF NEW ALBANY, OHIO FOR FISCAL YEAR ENDING DECEMBER 31, 2022

WHEREAS, the City of New Albany is required under Ohio Revised Code (ORC) 5705.30 to prepare and submit a tax budget for fiscal year 2022 to the County Budget Commission on or before July 15, 2021; and

WHEREAS, a tentative budget for the City of New Albany for the fiscal year 2022 has been presented to council at a hearing held thereon as required by law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The tax budget for the City of New Albany, Ohio for the Year 2022 is hereby adopted, a copy of which is attached as Schedule A and is incorporated into this ordinance as if fully rewritten herein.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article VI, Section 6.07(B) of the Charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/02/2021

Introduced: 06/15/2021

Revised:

Adopted:

Effective:

CITY OF NEW ALBANY
FRANKLIN COUNTY, OHIO
99 W. MAIN STREET, PO BOX 188
NEW ALBANY, OHIO 43054

Schedule A

FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT
IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Franklin County Auditor:

The following Budget year beginning January 1, 2022 has been adopted by Council and
is herewith submitted for consideration of the County Budget Commission.

Bethany Staats, CPA, Director of Finance
July 6, 2021

O-23-2021

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND
COUNTY AUDITOR'S ESTIMATED RATES.**

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND CATEGORY/TYPE (which are requesting general property tax revenue)	BUDGET YEAR AMOUNT REQUESTED OF BUDGET COMMISSION INSIDE/OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMINATION	BUDGET YEAR TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 MILL LIMIT BUDGET YEAR
	Column 1	Column 2	Column 3	Column 4	Column 5
<u>GOVERNMENTAL FUNDS</u>					
General Fund	\$ 1,349,524				
<u>SPECIAL REVENUE FUNDS</u>					
No Special Revenue Funds	\$0				
<u>PROPRIETARY FUNDS</u>					
No Proprietary Funds	\$0				
<u>FIDUCIARY FUNDS</u>					
No Fiduciary Funds	\$0				
TOTAL ALL FUNDS	\$1,349,524				

SCHEDULE A

CITY OF NEW ALBANY, OHIO

EXHIBIT I

FUND NAME: GENERAL FUND (101)FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

This Exhibit is to be used for General Fund Only.

DESCRIPTION (1)	2019 ACTUAL (2)	2020 ACTUAL (3)	CURRENT YEAR ESTIMATED 2021 (4)	NEXT YEAR ESTIMATED 2022 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	\$ 1,203,623	\$ 1,251,973	\$ 1,349,524	\$ 1,349,524
Tangible Personal Property Tax	-	-	-	-
Municipal Income Tax	21,526,837	21,965,716	24,966,794	25,216,462
Other Local Taxes	439,849	236,594	155,098	156,649
Total Local Taxes	\$ 23,170,309	\$ 23,454,283	\$ 26,471,417	\$ 26,722,636
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government	\$ 56,803	\$ 73,637	\$ 74,970	\$ 73,471
Kilowatt Hour Tax	-	-	-	-
Estate Tax	-	-	-	-
Cigarette Tax	37	92	75	76
Liquor and Beer Permits	14,467	14,393	15,000	15,150
Property Tax Allocation	125,864	126,563	141,023	141,023
Other State Shared Taxes and Permits	-	-	-	-
Total State Shared Taxes and Permits	\$ 197,171	\$ 214,685	\$ 231,068	\$ 229,720
Grants or Other Aid:				
Federal Grants or Aid	\$ -	\$ -	\$ -	\$ -
State Grants or Aid	2,531	3,272	-	-
Other Grants or Aid	32,125	84,201	22,211	22,433
Total Grants or Other Aid	34,656	87,474	22,211	22,433
Total Intergovernmental Revenues	\$ 231,827	\$ 302,159	\$ 253,279	\$ 252,153
Service Charges, Permits & Misc Revenues				
Investment Earnings	\$ 701,751	\$ 522,457	\$ 258,211	\$ 260,793
Charges for Services	367,692	148,189	233,074	235,405
Fines, Licenses, and Permits	907,159	780,398	899,082	908,073
Miscellaneous	248,032	1,721,216	538,633	544,020
Total Svc Charges, Permits & Misc Revenues	\$ 2,224,634	\$ 3,172,260	\$ 1,929,000	\$ 1,948,290
Other Financing Sources:				
Proceeds from Sale of Assets	\$ 5,868	\$ 13,807	\$ 25,000	\$ 25,250
Transfers	-	-	-	-
Advances	-	275,000	-	-
Other Sources	-	-	-	-
Total Other Financing Sources	\$ 5,868	\$ 288,807	\$ 25,000	\$ 25,250
TOTAL REVENUE	\$ 25,632,638	\$ 27,217,508	\$ 28,678,696	\$ 28,948,329

CITY OF NEW ALBANY, OHIO

EXHIBIT I

FUND NAME: GENERAL FUND (101)

This Exhibit is to be used for General Fund Only.

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION (1)	2019 ACTUAL (2)	2020 ACTUAL (3)	CURRENT YEAR ESTIMATED 2021 (4)	NEXT YEAR ESTIMATED 2022 (5)
EXPENDITURES				
<u>Police (1000)</u>				
Salary & Related	\$ 4,311,539	\$ 4,756,694	\$ 5,603,141	\$ 5,799,250.94
Operating & Contractual Services	199,976	204,853	365,948	378,756
Capital Outlay	-	-	-	-
Total Police	\$ 4,511,515	\$ 4,961,547	\$ 5,969,089	\$ 6,178,007
<u>Land & Building Maintenance (6000)</u>				
Salary & Related	\$ 62,666	\$ 67,458	\$ 74,664	\$ 77,277
Operating & Contractual Services	845,476	1,275,932	1,770,199	1,832,156
Capital Outlay	21,177	23,456	2,000	2,070
Total Parks & Lands	\$ 929,318	\$ 1,366,845	\$ 1,846,863	\$ 1,911,503
<u>Community Development (4000)</u>				
Salary & Related	\$ 1,503,608	\$ 1,742,933	\$ 1,718,330	\$ 1,778,472
Operating & Contractual Services	1,262,476	1,308,561	1,546,122	1,600,236
Capital Outlay	-	-	-	-
Total Community Development	\$ 2,766,084	\$ 3,051,494	\$ 3,264,452	\$ 3,378,708
<u>Public Service (5000)</u>				
Salary & Related	\$ 2,687,909	\$ 2,916,469	\$ 3,580,373	\$ 3,705,686
Operating & Contractual Services	970,166	717,348	1,204,004	1,246,144
Capital Outlay	-	-	-	-
Total Public Service	\$ 3,658,075	\$ 3,633,817	\$ 4,784,377	\$ 4,951,830
<u>General Government (7000)</u>				
Salary & Related	\$ 2,199,522	\$ 2,318,382	\$ 2,809,598	\$ 2,907,934
Operating & Contractual Services	2,422,356	2,756,427	3,920,775	4,058,002
Capital Outlay	58,042	45,516	18,527	19,175
Total General Government	\$ 4,679,919	\$ 5,120,324	\$ 6,748,900	\$ 6,985,112
<u>Debt Service from General Fund (8000)</u>				
Redemption of Principal	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-
Other Debt Service	-	-	-	-
Total Debt Service	\$ -	\$ -	\$ -	\$ -
<u>Other Uses of Funds (9000)</u>				
Transfers (to all funds; including Capital)	\$ 4,509,723	\$ 2,868,185	\$ 6,041,677	\$ 2,471,989
Advances	-	-	-	-
Contingencies	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	\$ 4,509,723	\$ 2,868,185	\$ 6,041,677	\$ 2,471,989
TOTAL EXPENDITURES	\$ 21,054,634	\$ 21,002,212	\$ 28,655,358	\$ 25,877,149
Revenues Over (Under) Expenditures	\$ 4,578,004	\$ 6,215,297	\$ 23,338	\$ 3,071,180
Beginning Fund Balance	\$ 16,773,327	\$ 21,351,331	\$ 27,566,628	\$ 27,589,966
Ending Cash Fund Balance	\$ 21,351,331	\$ 27,566,628	\$ 27,589,966	\$ 30,661,146
Est/Actual Encumbrances (at end of year)	\$ 1,573,677	\$ 1,434,850	\$ 1,463,547	\$ 1,492,818
Est/Actual Unencumbered (at end of year)	\$ 19,777,654	\$ 26,131,778	\$ 26,126,419	\$ 29,168,328

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2022 TAX BUDGET
PROJECTED FUND BALANCES

EXHIBIT III

FUND CATEGORY/TYPE	ESTIMATED UNENCUMBERED BAL 1/1/22	ESTIMATED 2022 REVENUE	TOTAL AVAIL FOR EXPENDITURE	EST 2022 EXPENSES /ENC	ESTIMATED UNENC BAL 12/31/2022
GOVERNMENTAL:					
GENERAL					
101 - General	27,589,966	28,948,329	56,538,294	27,369,967	29,168,328
906 - Unclaimed Funds	1,934	-	1,934	-	1,934
TOTAL GENERAL FUNDS	\$ 27,591,900	\$ 28,948,329	\$ 56,540,229	\$ 27,369,967	\$ 29,170,262
SPECIAL REVENUE:					
201 - Street Construction, Maint & Repair	1,043,908	597,400	1,641,308	439,050	1,202,258
202 - State Highway	125,363	43,260	168,623	20,000	148,623
203 - Permissive Tax	217,786	73,130	290,916	66,950	223,966
210 - Alcohol Education	14,474	1,030	15,504	1,030	14,474
211 - Drug Use Prevention	63,164	37,080	100,244	37,080	63,164
213 - Law Enforcement & Ed	7,155	1,030	8,185	1,000	7,185
216 - K9 Fund	4,551	15,771	20,322	17,271	3,051
217 - Safety Town	111,523	43,260	154,783	35,020	119,763
218 - DUI Grant	17,201	5,150	22,351	2,575	19,776
219 - Law Enforcement Assistance	7,820	-	7,820	-	7,820
221 - Economic Development NAECA	-	2,242,086	2,242,086	2,242,086	-
222 - Economic Development NACA	2,294,402	3,100,000	5,394,402	3,100,000	2,294,402
223 - Oak Grove EOZ	-	3,546,707	3,546,707	3,546,707	-
224 - Central College EOZ	-	1,698,698	1,698,698	1,698,698	-
225 - Oak Grove II EOZ	-	1,366,076	1,366,076	1,366,076	-
226 - Blacklick EOZ	-	4,176,236	4,176,236	4,176,236	-
230 - Wentworth Crossing TIF	639,030	323,200	962,230	289,780	672,450
231 - Hawksmoor TIF	326,490	159,580	486,070	164,181	321,889
232 - Enclave TIF	60,520	57,570	118,090	83,690	34,400
233 - Saunton TIF	254,178	137,360	391,538	171,500	220,038
234 - Richmond Square TIF	148,892	172,710	321,602	163,992	157,610
235 - Tidewater I TIF	362,816	354,510	717,326	433,900	283,426
236 - Ealy Crossing TIF	274,217	318,150	592,367	345,320	247,047
237 - Upper Clarenton TIF	1,019,076	515,100	1,534,176	429,895	1,104,281
238 - Balfour Green TIF	109,130	46,460	155,590	29,490	126,100
239 - Straits Farm TIF	-	301,990	301,990	301,990	-
240 - Oxford TIF	-	257,500	257,500	257,500	-
241 - Schleppi Residential TIF	-	-	-	-	-
250 - Blacklick TIF	1,624,310	1,722,050	3,346,360	951,367	2,394,993
251 - Blacklick II TIF	193,102	36,360	229,462	515	228,947
252 - Village Center TIF	76,417	912,535	988,952	867,790	121,162
253 - Research Tech District TIF	1,419,861	272,700	1,692,561	12,360	1,680,201
254 - Oak Grove II TIF	3,163,240	1,388,750	4,551,990	20,200	4,531,790
255 - Schleppi Commercial TIF	-	-	-	-	-
258 - Windsor TIF	6,403,524	2,787,600	9,191,124	1,493,364	7,697,760
259 - Village Center II TIF	-	-	-	-	-
280 - Hotel Excise Tax	-	108,150	108,150	108,150	-
281 - Healthy New Albany Facilities	640,226	1,095,850	1,736,076	1,114,983	621,093
290 - Alcohol Indigent	12,065	1,000	13,065	-	13,065
291 - Mayors Court Computer	6,137	4,120	10,257	3,000	7,257
299 - Severance Liability Fund	979,623	200,000	1,179,623	200,000	979,623
TOTAL SPECIAL REVENUE FUNDS	\$ 21,620,201	\$ 28,120,159	\$ 49,740,360	\$ 24,192,746	\$ 25,547,614
DEBT SERVICE FUNDS:					
301 - Debt Service	374,381	6,652,127	7,026,508	6,652,127	374,381
TOTAL DEBT SERVICE	\$ 374,381	\$ 6,652,127	\$ 7,026,508	\$ 6,652,127	\$ 374,381
CAPITAL PROJECT FUNDS:					
401 - Capital Improvements	344,133	2,893,674	3,237,807	3,237,807	-
403 - Bond Improvements	223,878	-	223,878	223,878	-
404 - Park Improvements	1,826,830	707,968	2,534,798	2,534,798	-
405 - Water & Sanitary Improvements	8,405,094	334,750	8,739,844	8,739,844	-
410 - Infrastructure Replacement	10,719,625	551,500	11,271,125	11,271,125	-
411 - Leisure Trail Improvements	332,045	25,750	357,795	357,795	-
415 - Capital Equip Replacement	3,706,127	1,133,727	4,839,854	4,839,854	-
420 - OPWC Greensward Roundabout	4,760,051	975,629	5,735,680	5,735,680	-
422 - Economic Development Capital Improvement	-	-	-	-	-
501 - Water & Sanitary Sewer Impr	8,771,621	-	8,771,621	8,771,621	-
TOTAL CAPITAL PROJECT FUNDS	\$ 39,089,404	\$ 6,622,998	\$ 45,712,402	\$ 45,712,402	\$ -
TOTAL (MEMORANDUM ONLY)	\$ 88,675,886	\$ 70,343,613	\$ 159,019,499	\$ 103,927,242	\$ 55,092,257

EXHIBIT IV

List the amounts required for the payment of each judgement expected to be paid during the year being budgeted.

CITY OF NEW ALBANY, OHIO
FISCAL YEAR 2022 TAX BUDGET
SCHEDULE OF OUTSTANDING DEBT

EXHIBIT V

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 mill Limit *	Date of Issue	Due Date	Ordinance or Resolution	Serial or Term	Rate of Interest	Amounts of Bonds and Notes Outstanding beginning of year 01/01/22	BUDGET YEAR		FY 2022
								Amount Required for Principal and Interest 1/1/22 to 12/31/22	Amt Receivable from Outside Sources to Meet Debt Payments	Amount Required for Principal and Interest 1/1/22 to 12/31/22
Payable from Debt Service:										
<u>INSIDE 10 MILL LIMIT:</u>										
Capital Facilities Bonds, Series 2018	NA	7/11/2018	12/1/2037	O-08-2018	Serial	1.52% - 3.24%	\$14,655,000	\$1,295,225	\$0	\$1,295,225
Cap Impr Bonds - Public Facs, Taxable Refunding, Series 2016	NA	11/23/2016	12/1/2027	O-35-2016	Serial	2.39% - 2.50%	\$3,870,000	\$694,493	\$0	\$694,493
2013 Refunding - 2010 BABs	NA	5/1/2013	12/1/2024		Serial/Term	1.50% - 4.00%	\$1,100,000	\$495,588	\$0	\$498,938
Various Purpose Refunding Ltd Tax GO Bonds, Series 2012	NA	1/1/2012	12/1/2030		Serial	2.00% - 5.00%	\$5,830,000	\$858,788	\$0	\$858,788
Capital Facilities Ltd Tax GO Bonds, Series 2014	NA	12/1/2014	12/1/2030		Serial	0.85% - 4.00%	\$3,820,000	\$549,925	\$0	\$549,925
TOTAL							\$29,275,000	\$3,894,018	\$0	\$3,894,018
<u>OUTSIDE 10 MILL LIMIT:</u>										
None	-	-	-	-	-	-	\$0	\$0	\$0	\$0
TOTAL							\$0	\$0	\$0	\$0

* If the Levy is outside the 10 mill limit by vote enter the words "by vote" and the date of the election. If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.

CITY OF NEW ALBANY, OHIO

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Franklin County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of New Albany for the BUDGET YEAR beginning January 1st, 2022.

FUND	Estimated Unenc Bal as of 1/1/2022	Real Estate Property Tax	Personal Property Tax	Local Government Funds	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUNDS	\$ 88,675,886	\$ 1,349,524	\$ -	\$ 73,471	\$ 141,023	\$ 68,779,595	\$ 159,019,499
General Fund	27,589,966	1,349,524	-	73,471	141,023	27,384,311	56,538,294
Unclaimed Funds	1,934	-	-	-	-	-	1,934
Special Revenue Funds	21,620,201	-	-	-	-	28,120,159	49,740,360
Debt Service Funds	374,381	-	-	-	-	6,652,127	7,026,508
Capital Project Funds	39,089,404	-	-	-	-	6,622,998	45,712,402
PROPRIETARY FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Funds	-	-	-	-	-	-	-
Internal Service Funds	-	-	-	-	-	-	-
FIDUCIARY FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trust and Agency Funds	-	-	-	-	-	-	-
TOTAL ALL FUNDS	\$ 88,675,886	\$ 1,349,524	\$ -	\$ 73,471	\$ 141,023	\$ 68,779,595	\$ 159,019,499

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's Estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each fund must govern the amount of appropriation from such fund.

DATE _____, 2021

Budget
Commission



ORDINANCE O-24-2021

AN ORDINANCE TO AMEND CHAPTER 1131 "R-1 RESIDENTIAL ESTATE DISTRICT" OF THE CITY OF NEW ALBANY, OHIO'S CODIFIED ORDINANCES AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, in response to public comment it has been found that the Codified Ordinances of the City of New Albany, Chapter 1131, needs to be amended; and

WHEREAS, it has been found that the Codified Ordinances of the City of New Albany, Chapter 1131, needs to be updated to modernize the code to add the feeding, grazing or sheltering of poultry as a conditional use to single-family residential developments which occur at low densities; and

WHEREAS, the Planning Commission has held a public hearing and received public input into the amendments and recommended approval of the proposed amendments to the codified ordinance at its meeting on June 7, 2021.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1: That portions of Codified Ordinance Chapter 1131 "R-1 Residential Estate District" be amended as set forth in Exhibit A, which depicts these amendments in colored ink.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/01/2021

Introduced: 06/15/2021

Revised:

Adopted:

Effective:

EXHIBIT A – O-24-2021
PART ELEVEN - PLANNING AND ZONING CODE
TITLE THREE - ZONING DISTRICTS AND REGULATIONS
CHAPTER 1131 R-1 RESIDENTIAL ESTATE DISTRICT

CHAPTER 1131 R-1 RESIDENTIAL ESTATE DISTRICT¹

1131.01 PURPOSE.

This district is established to accommodate single-family residential development at low densities, similar to what exists in particular areas on the periphery of the Village not served by public water and sewer facilities, and to discourage large concentrations of intensive development where that intensity would be inconsistent with the existing character of the area.

(Ord. 08-2006. Passed 9-5-06.)

1131.02 PERMITTED USES.

- (a) Single-family detached dwellings.
- (b) Publicly-owned parks, playgrounds and open space.
- (c) Religious exercise facilities and related uses.

(Ord. 34-95. Passed 9-19-95; Ord. 08-2006. Passed 9-5-06.)

1131.03 ACCESSORY USES.

- (a) Private detached garages or carports.
- (b) Tool and/or garden sheds.
- (c) Temporary buildings for uses incidental to construction work, which shall be removed upon completion or abandonment of the construction work.
- (d) Private swimming pools and tennis courts, for primary use by occupants of the principal use of the property. Private swimming pools shall be subject to the regulations of Chapter 1173.
- (e) Dishes or other devices for the reception of television signals, provided such device is for sole use by occupants of the principal use of the property on which the device is located, such device is not located in any front or side yard, and is located not less than forty (40) feet from any adjoining property lines and complies with the provisions of Chapter 1177.
- (f) Home occupations, subject to the regulations of Section 1165.09.

(Ord. 08-2006. Passed 9-5-06.)

¹Cross reference(s)—District established - see P. & Z. Ch. 1125Cross reference(s)—;
Cross reference(s)— Lots and yards - see P. & Z. 1165.01Cross reference(s)— et seq.;
Cross reference(s)— Accessory uses - see P. & Z. 1165.06Cross reference(s)—;
Cross reference(s)— Home occupations - see P. & Z. 1165.09Cross reference(s)—

1131.04 CONDITIONAL USES.

- (a) Golf courses and/or country clubs, provided a development plan showing location of all facilities is submitted and approved by the Planning Commission.
 - (b) Privately-owned parks and recreation areas.
 - (c) Public schools offering general educational courses and having no rooms regularly used for housing or sleeping of students, providing they occupy an amount of acreage that meets or exceeds state standards.
 - (d) Residential model homes and temporary lot sales offices. These are newly-constructed homes or temporary structures placed in a newly-constructed subdivision and used by a homebuilder or developer to display home styles and lot availability in a subdivision to promote the sale of new housing units. The model home or sales office may be staffed and furnished.
- (1) When making its decision to approve, disapprove or approve with conditions an application for a residential model home, the Planning Commission shall consider that the model home:
 - A. Is appropriately located within the community and sited so that it is easily accessible without creating a nuisance or hazard to nearby properties.
 - B. Is integrated into the residential character of the neighborhood with external lighting in conformity with customary residential lighting.
 - C. Is approved with a limited duration which shall be determined by the Planning Commission after consultation with the applicant. Extensions of time may be granted by the Planning Commission, but decisions must be based on the same criteria as outlined in this section.
 - D. Is identified by no more than one sign which shall be in compliance with regulations governing signage.
 - E. Shall not be used as a general real estate brokerage office where the sale of properties not owned or previously owned wholly or in part by the applicant occurs.
 - (2) The Planning Commission shall also consider and may set conditions on the following as part of its decision to allow a residential model home:
 - A. Hours of operation.
 - B. Number and types of employees; and maximum number of employees to be on the site at any one time.
 - C. Provisions for parking for employees and customers.
 - D. Size, lighting, content and location of signage (no internally lighted signage shall be permitted).
 - E. Landscaping and screening.
 - (3) The use of temporary sales offices (i.e., manufactured homes, mobile homes or trailers) on the site of a newly constructed subdivision shall be discouraged. In addition to the above-listed criteria for model homes, permission to occupy a temporary sales office for the purpose of home and lot sales within a newly constructed subdivision shall be granted only if the following conditions are met:
 - A. Such facility is located on a main arterial roadway or highway.
 - B. Such facility is substantially screened by the use of landscaping and/or mounding.
 - C. Such facility shall not create a nuisance to surrounding properties.
 - D. Such other conditions as the Planning Commission deems appropriate.

-
- E. Sales offices in trailers or mobile homes are permitted for a duration of twelve (12) months. Users of such facilities may apply to the Planning Commission for an extension of an additional twelve (12) months.

(e) Feeding, grazing or sheltering of poultry, in pens or confined areas. "Poultry" shall mean domestic fowl, such as chickens, turkeys, ducks, geese, and similar animals.

(1) The Planning Commission shall consider and may set conditions on the following as part of its decision to allow the feeding, grazing or sheltering of poultry: type of poultry, location/distance from property lines, limiting the number of animals, enclosures/structure requirements, fence requirements, noise conditions, sanitary standards, prohibition of specific animals such as rooster(s), sale of animal products and the killing/slaughter animals on site.

(Ord. 34-95. Passed 9-19-95; Ord. 08-2006. Passed 9-5-06.)

1131.05 DEVELOPMENT STANDARDS.

- (a) Lot Area . The minimum lot size shall be as required by the Franklin County Health Department, but in no case shall be less than forty thousand (40,000) square feet exclusive of rights-of-way or easements.
- (b) Minimum Lot Width . For each principal use, there shall be lot width of not less than one hundred fifty (150) feet with frontage on a publicly dedicated, improved street or highway. Minimum lot width on curved street shall be one hundred (100) feet.
- (c) Minimum Front Yard Depth . Fifty (50) feet.
- (d) Minimum Side Yard Width . Twenty (20) feet.
- (e) Minimum Sum of Side Yard Widths . Forty (40) feet.
- (f) Minimum Rear Yard Depth . Fifty (50) feet.
- (g) Maximum Building Height . Forty-five (45) feet.
- (g) Maximum Building Height . Forty-five (45) feet.

(Ord. 08-2006. Passed 9-5-06.)

1131.06 LOT AND AREA REGULATIONS; ALL NONRESIDENTIAL USES.

The area or parcel of land for nonresidential uses shall not be less than that required to provide a site adequate for the principal and accessory buildings, off-street parking and other accessory buildings, off-street parking and other accessory uses, setbacks, yards and open spaces to accommodate the facility and maintain the character of the neighborhood.

(Ord. 08-2006. Passed 9-5-06.)



RESOLUTION R-29-2021

A RESOLUTION TO REQUEST THE FRANKLIN COUNTY BUDGET COMMISSION TO GRANT THE .74 MILLS IN AVAILABLE INSIDE MILLAGE TO THE CITY OF NEW ALBANY

WHEREAS, there is additional inside millage available for distribution by the Franklin County Budget Commission; and

WHEREAS, due to its need to fund expanded operations and provide infrastructure to service rapid growth in the community as demonstrated by the 2022 Tax Budget, the City of New Albany is in need of additional revenue.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1: The City of New Albany hereby requests that the Franklin County Budget Commission grant the additional inside millage of .74 mills to the City of New Albany.

Section 2: The clerk of council is directed to submit a certified copy of this resolution to the Franklin County Budget Commission.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/02/2021

Introduced: 06/15/2021

Revised:

Adopted:

Effective:



RESOLUTION R-30-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MCDANIEL'S CONSTRUCTION CORPORATION INC FOR THE REPLACEMENT OF WOOD SIDING ON THE SALT BARN AT THE PUBLIC SERVICE FACILITY AS SET FORTH IN THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM CONSTRUCTION CONTRACT No. OHGCOAGCMBA-022718-MCC AT A PRICE NOT TO EXCEED \$110,000.00

WHEREAS, the city's Salt Barn was constructed in 2006 by Timber Systems LLC, a custom manufacturer and installer of engineered wood structures; and

WHEREAS, the purpose of the Salt Barn is for dry storage of the city's winter supply of road salt; and

WHEREAS, since the time of the Salt Barn construction the wood siding on the south facing gable end has deteriorated and is in need of replacement, and

WHEREAS, city staff has obtained competitive pricing from McDaniel's Construction Corporation Inc. through the Sourcewell Cooperative Purchasing Program for replacement of the wood siding on the south gable end of the Salt Barn and repainting of the structure at the Public Service Facility for a price of \$98,450.54; and

WHEREAS, funding for the Salt Barn siding replacement at the Public Service Facility was approved in the 2021 Capital Improvement Budget and provided for in the Annual Appropriations Ordinance (O-26-2020).

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to enter into an agreement with the McDaniel's Construction Corporation Inc. for the replacement of wood siding on the Salt Barn at the public service facility as set forth in the Sourcewell Cooperative Purchasing Program construction contract no. OHGCOAGCMBA-022718-MCC at a price not to exceed \$110,000.00

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/04/2021
Introduced: 06/15/2021
Revised:
Adopted:
Effective:



RESOLUTION R-31-2021

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOTOROLA SOLUTIONS INCORPORATED FOR THE PURCHASE OF A DISPATCH RADIO CONSOLE TO IMPROVE THE RELIABILITY OF RADIO TRANSMISSIONS BETWEEN NEW ALBANY POLICE DISPATCHERS AND POLICE OFFICERS

WHEREAS, in 2019, council authorized the purchase of a hardwired radio base station for the police communications center to replace the portable radios that were being used by the dispatchers and improve the reliability of radio transmissions between the dispatchers and police officers; and

WHEREAS, the hardwired radio base station accomplished its purpose and significantly improved radio communications for one of the two dispatching positions within the communications center; and

WHEREAS, due to call volume, the communications center has been operating with two dispatchers when possible; and

WHEREAS, the capability of the second dispatching position is significantly limited due to the lack of a second hardwired radio base station and the consequent need to rely upon a portable radio; and

WHEREAS, the police department utilizes the State of Ohio MARCS radio system; and

WHEREAS, Motorola Solutions Incorporated is a single source provider of radio equipment for the State of Ohio MARCS radio system; and

WHEREAS, the Motorola base station console is available for purchase through the state cooperative purchasing contract; and

WHEREAS, Article 9.04(C) of the New Albany Charter permits the waiver of competitive bidding in cases where an item is only available from a single source and in cases where the waiver is in the best interest of the city; and

WHEREAS, Council authorized the expenditure of funds for the purchase of a dispatch radio console in the city's 2021 Operating Budget; and

NOW, THEREFORE, BE IT RESOLVED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to enter into a contract with Motorola Solutions (attached as Exhibit A), or one substantially similar thereto, for the purchase of a dispatch radio console and related maintenance agreements at a price not to exceed \$80,000.00.

Section 2. The provisions of Article 9.04(B) of the New Albany Charter that stipulate the conditions for competitive bidding are hereby waived.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of June, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/04/2021
Introduced: 06/15/2021
Revised:
Adopted:
Effective:



Exhibit A - R-31-2021

NEW ALBANY POLICE DEPARTMENT

MCC 7500 DISPATCH CONSOLE PROJECT

FEBRUARY 15, 2021



Motorola Solutions, Inc.
350 Worthington Rd, Suite C
Westerville, OH 43082

February 15th, 2021

Chief Greg Jones
New Albany Police Department
50 Village Hall Road New Albany, Ohio 43054

Subject: (1) One Operator Position MCC7500 Dispatch Console Addition

Dear Chief Jones,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the New Albany Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of equipment and services quoted per the Ohio STS Contract 573077-0. Specifically, this proposal is for the New Albany Police Department Single Operator Position MCC7500 Dispatch Console Addition and includes the following:

- (1) One Operator Position MCC7500 Dispatch Console installed to the existing New Albany Dispatch Center
- Testing, verification and training
- (2) Two Years of the Post Warranty Advance Plus Package
- Optional Spare Switch, CCGW/GGM, and Op position workstation and VPM

This proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including the Maintenance, Support and SUA Addendum, and remains valid until June 18th, 2021. The New Albany Police Department may accept the proposal by returning to Motorola a signed copy of the aforementioned agreement. Alternatively, Motorola is pleased to address any concerns the New Albany Police Department may have regarding the proposal. Any questions can be directed to Stuart Johnston, Sr. Account Executive, Motorola Solutions at 740-953-0447 or (stuart.johnston@motorolasolutions.com).

We thank you for the opportunity to furnish the New Albany Police Department with our communications solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
MOTOROLA SOLUTIONS, INC.

Joe Tee
Area Sales Manager

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

SYSTEM OVERVIEW

1.1 OVERVIEW

The New Albany Dispatch Center console technology enhancement project consists of:

1. **Additional Motorola Solutions MCC 7500 dispatch console equipment**—This proposal is for the addition of one (1) new MCC 7500 IP-based operator position to the existing New Albany Dispatch Center. The proposed solution includes the operator position equipment for the one (1) new position and does not include any additional network, site development. The spare equipment is optionally proposed.

NOTE: It is assumed that New Albany has adequate Master Site Licenses available to accommodate one new operator position.

1.2 NEW ALBANY DISPATCH CONSOLE EQUIPMENT

The MCC 7500 consoles are Motorola Solutions' second generation IP architecture console subsystem and are supported by the same IP network and switching that manages the ASTRO 25 trunked network. The MCC 7500 console equipment connects directly to the trunking system's transport network, eliminating the traditional circuit-based infrastructure. It uses IP-based packet protocols for passing call control data and call audio through the system.

1.2.1 Dispatch Console Overview

New Albany dispatch addition of the MCC 7500 wireline console allows for full utilization of console integrated elements including:

- Console dispatcher outbound message priority.
- Console initiated Call Alert.
- Console Patch.
- Console Multi Select.
- Integrated Dual Instant Recall Recorder (IRR).
- AES Encryption

Included for the MCC 7500 operator position is a new computer workstation. The new workstation will be equipped with Microsoft Windows 10 operating system, required for integration into the existing console network. The workstation will be provisioned with anti-virus software packages and intrusion resistant hardware to provide increased information security on the radio network.

The proposed MCC 7500 dispatch position includes the following:

- RF interference-free certified keyboard and mouse.
- A separate Voice Processing Module (VPM) for all other I/O connections.
- Two (2) desktop speakers (optionally expandable, up to eight).
- Two (2) headset jacks.
- A desktop microphone with built-in transmit button.

- A dual pedal footswitch to activate transmit and channel monitor functions.

The MCC 7500 console sub-system is tightly integrated into the ASTRO 25 digital voice system. The operator workstation will be linked with the zone master site for call audio, identification of calling radios including emergency alerts, and configuration of the display screens.

1.3 OPTIONAL SPARES

A list of optional spares has been included in this proposal (see pricing section for options). The list includes:

- One (1) Network Switch.
- One (1) Conventional Channel Gateway (CCGW).
- One (1) Voice Processor Module (VPM).
- One (1) Z2 Mini Workstation.

SECTION 2

STATEMENT OF WORK

2.1 OVERVIEW

Motorola Solutions proposes the installation and configuration of the equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola Solutions and New Albany Police Department ("Customer") as agreed to by contract.

The proposed add on connects to the Ohio MARCS system.

NOTE: All responsibilities which are noted as New Albany Police Department responsibilities are items which New Albany Police Department must complete or ensure that Ohio MARCS will provide. In addition, New Albany Police Department is responsible for providing all approvals and memorandums of understanding, as needed, from Ohio MARCS to Motorola Solutions.

2.1.1 Motorola Solutions' Responsibilities

Motorola Solutions' general responsibilities include the following:

- Conduct project kickoff meeting with New Albany Police Department to review project design and finalize requirements.
- Schedule the implementation schedule in agreement with New Albany Police Department. Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Provide New Albany Police Department with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed offering.
- Define electrical requirements for the proposed operator position to be installed in New Albany Police Department-provided facilities.
- Define heat load for the additional operator position to be installed in New Albany Police Department-supplied facilities.
- Administer safe work procedures for installation.
- Install the console operator position at the existing dispatch center in the same room as the existing consoles and on desktop space provided by New Albany Police Department.
- Install cabling and connect to the existing backroom dispatch site equipment.
- Connect the appropriate equipment to New Albany Police Department-supplied ground system in accordance with Motorola Solutions' R56 Site Installation Standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process jointly by Motorola Solutions and New Albany Police Department.
- Connect New Albany Police Department-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should New Albany Police Department's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Integration of other third-party products, not defined in this statement of work, is not included in this proposal.

- Ohio MARCS Master site:
 - Provide infrastructure related programming of the proposed dispatch console operator position into the Master site, as needed.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the dispatch operator position supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to New Albany Police Department for review.
- Resolve any punchlist items before Final Acceptance.

NOTE: Training is not proposed for the add on position. If desired, a separate quote can be provided upon request.

2.1.2 New Albany Police Department Responsibilities

New Albany Police Department will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. New Albany Police Department's general responsibilities for the dispatch site is as follows:

- Customer will provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to installation.
- Coordinate the activities of all New Albany Police Department vendors or other contractors, if applicable.
- Attend and participate in project meetings and reviews.
- Provide the existing dispatch backroom equipment with CCGW and conventional resources.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide third-party products and interface if needed.
- Provide demarcation point located within 25-feet of the console interface.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets—simplex with ground) for each major piece of equipment within six (6) feet of the location of the Motorola Solutions-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola Solutions-provided equipment) based upon Motorola Solutions' "Standards and Guidelines for Communication Sites" (R56).

- Provide floor space and desk space (including desk furniture, as needed) for the proposed operator position.
- Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola Solutions-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment, as well as between the backroom equipment room and dispatch positions.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks (resolve environmental or hazardous material issues).
- Provide console template and alias information as required for programming.
- Any required system network link resources will be provided by New Albany Police Department per Motorola Solutions specifications to connect to the Ohio MARCS SOCC in Columbus.

NOTE: Links may include dedicated phone circuits, microwave links, or other types of connectivity.

2.2 PROJECT SCHEDULE

Motorola Solutions' preliminary schedule indicates total project implementation to be approximately 4-5 months. This preliminary schedule is included for informational purposes only and assumes that all New Albany Police Department responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field.

SECTION 3

WARRANTY AND MAINTENANCE

Motorola Solutions places great emphasis on ensuring that communications systems, such as the one proposed for New Albany Police Department meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola Solutions offers customized warranty.

NOTE: Post warranty infrastructure lifecycle services are optionally provided and include the same services as offered during year 1 as described in the lifecycle services section below. See optional pricing noted within the pricing section.

As an Add On to Ohio MARCS all add-ons are required to align with the regular MARCS System Upgrade schedule through 2039 and must include security monitoring and security update services. The post warranty services include these MARCS required services.

3.1 WARRANTY SUPPORT SERVICES

The Year 1 services include the Advanced Plus services noted below for the proposed new infrastructure equipment only.

The proposed services are for the proposed new operator position only and requires that the existing dispatch center with existing operator positions are separately contracted for the same services as noted below.

3.2 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of New Albany Police Department's network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to New Albany Police Department. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- OnSite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Security Monitoring.
- Network Updates.

These services will be delivered through the combination of local service personnel either dedicated to the network or engaged as needed, a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

3.3 ADVANCED PLUS SERVICES DESCRIPTION

3.3.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of your system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between third-party subcontractors and manufacturers, and Motorola. When your personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola Solutions' Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support will also provide **Network Event Monitoring** to your network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor your system, often identifying and resolving anomalous events before they might affect user communications.

3.3.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at your location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to

the location in order to remedy equipment issues based on the impact of the issue to overall system function

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

3.3.3 Network Hardware Repair

Network Hardware Repair – Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement**. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If it is preferred to maintain existing FRU inventory then, you will be able to request a "loaner" FRU while the unit is being repaired.

3.3.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on your system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on your network. Once an update is fully tested and ready for deployment in your system, Motorola Solutions will remotely install the update, and provide notification that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

Security Monitoring provides 24x7x365 monitoring of the radio network's security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola Solutions engineers for rapid resolution.

3.3.5 Network Updates

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain your ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that your system has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable the addition of RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on your personnel.

3.4 MOTOROLA SOLUTIONS' SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

3.4.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

3.4.2 OnSite Service through a Field Service Team

OnSite maintenance and system repair will be provided by Motorola's local team of service personnel. Motorola will provide a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to your service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on-site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will provide notification that the system is restored to normal operation and request approval to close the case.

3.4.3 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate your network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in your system. All components being repaired are tracked throughout the process, from shipment to return through a case management system where users can view the repair status of the radio via a web portal.

3.4.4 Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan is access to Motorola Solutions' online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a

few clicks, your administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

NOTE: For System Add On users the MyView Portal access capabilities may be limited by the System Owner.



Figure 3-1: MyView Portal offers real-time, role-based access to critical system and services information.

ADVANCE PLUS PACKAGE DETAILED STATEMENT OF WORK

1.1 Introduction

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services is Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

1.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

1.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

1.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

1.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for OnSite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

1.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

1.1.6 Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates. Appendix D contains the SOW for Remote Security Patch Installation.

Security Monitoring

ASTRO 25 Security Monitoring is a purchasable solution that provides 24x7x365 monitoring of the radio network security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution. If purchased, an appendix with the Security Monitoring SOW will be included at the end of this document.

1.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates.

1.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.

- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance. MyView Portal also allows downloading of the checklists and uploading of the completed forms.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on completed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

Appendix A: Network Event Monitoring Statement of Work

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the [Monitored Elements Table](#). When the SSC detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the [Monitored Elements Table](#).

1.4 Limitations and Exclusions

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).
- 1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.
- 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:
 - 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.
 - 1.4.3.2 System installations, upgrades, and expansions.
 - 1.4.3.3 Customer training

1.4.3.4 Hardware repair and/or exchange

1.4.3.5 Network security services.

1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths)

1.4.3.7 Information Assurance.

1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment

1.5 Motorola has the following responsibilities:

1.5.1 Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The [Connectivity Matrix](#) further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the [Motorola Owned & Supplied Equipment Table](#).

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create an Incident, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the Incident to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

1.6.2 Allow Motorola continuous remote access to enable the monitoring service.

1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.

1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1 Incident notification preferences and procedure.

1.6.4.2 Repair Verification Preference and procedure.

1.6.4.3 Database and escalation procedure forms.

- 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
- 1.6.5.1 Assigned system ID number.
- 1.6.5.2 Problem description and site location.
- 1.6.5.3 Other pertinent information requested by Motorola to open an Incident.
- 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters.
- 1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
- 1.6.13.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.
- 1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#).
- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

1.7 Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down	Response provided 24 hours, 7 days a week, including US Holidays.
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

1.8 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola Solutions
ASTRO® 25	Ethernet	Motorola Solutions

Motorola Solutions-Owned & Supplied Equipment Table.

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	MoSCAD Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	QUANTAR
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGE	OSP	RTU
Microwave	OSS	Security
MME	ZDS	Short Data Router

Monitored Elements Table		
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS
VPM	WebGUI	

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

Appendix B: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See [Priority Level Response Goals Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola
- 1.4.3 System installations, upgrades, and expansions
- 1.4.4 Customer training
- 1.4.5 Hardware repair and/or exchange
- 1.4.6 Network security services
- 1.4.7 Network transport management
- 1.4.8 Motorola services not included in this statement of work.
- 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-Tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1 Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to [Priority Level Response Time Goals](#) for Medium, Low response times.
- 1.5.2 Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Time Goals](#) section of this document and the Incident priority levels defined in the [Priority Level Definitions](#) section of this document.
- 1.5.3 Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the Incident
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7 Determine, in its sole discretion, when an Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM)
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

- 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
 - 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
- 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Priority Level Definitions](#) and in the [Priority Level Response Time Goals](#) section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)

1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Appendix C: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2 All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date.
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola.
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10 Racks, furniture and cabinets.
- 1.4.11 Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
- 1.5.2 Provide repair return authorization numbers when requested by Customer.
- 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
- 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
- 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
 - 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
 - 1.5.5.6 Properly package repaired infrastructure.
 - 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next

flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Appendix D: Remote Security Patch Installation Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor-supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring, then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available, then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted, Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc. and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSB's") are not part of this service. However, in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

- 1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:
 - McAfee Antivirus definitions – Weekly
 - Windows OS updates – Monthly
 - Solaris, RHEL OS, VMware ESXi updates – Quarterly
- 1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.
- 1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- 1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- 1.5.5 Pre-test STIG recommended remediation when applicable.
- 1.5.6 Release all tested updates to Motorola's secure extranet site.
- 1.5.7 Coordinate updates with customer as outlined in section 1.
- 1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.
- 1.5.9 Notify customer of update releases by email.
- 1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

- 1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

- 1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.
- 1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc.) prior to contract start date necessary to complete a Customer Support Plan (CSP).
- 1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.5 Upgrade system to a supported system release as necessary to continue service.
- 1.6.6 Refrain from making uncertified changes of any type to the system.
- 1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.
- 1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- 1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.
- 1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.
- 1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.
- 1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

Appendix E: OnSite Support Statement of Work

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in [Priority Level Definitions](#) table and Response times set forth in [Priority Level Response Time Goals](#) table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with [Priority Level Definitions](#) and [Priority Level Response Time Goals](#) tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
 - 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
 - 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
 - 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.

- 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
 - 2.11. Escalate the Incident to the appropriate party upon expiration of a response time.
 - 2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
 - 2.13. Notify customer of Incident status as defined by the Customer Support Plan.
 - 2.13.1. Open and closed; or
 - 2.13.2. Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Incident activity reports to customer if requested.
- ### 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Incident notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open an Incident.
 - 3.4. Allow Servicers access to equipment.
 - 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
 - 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
 - 3.7. Maintain and store in an easily accessible location proper system backups.
 - 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)

5.0 OnSite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased; it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)

Appendix F: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport link performance verification.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-Tested Security Update Service when applicable.
- 1.3.11. Tower climbs, tower mapping analysis or tower structure analysis.

1.4 Motorola has the following responsibilities:

- 1.4.1. Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2. Advise customer of issues that may require attention.

- 1.4.3. Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.
- 1.4.4. Determine, in its sole discretion, when an Incident requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5. Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.
- 1.4.6. Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.

1.5 The Customer has the following responsibilities:

- 1.5.1. Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2. Authorize and acknowledge any scheduled system downtime.
- 1.5.3. Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4. Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6. Provide site escorts in a timely manner if required.
- 1.5.7. Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6 The Servicer has the following responsibilities:

- 1.6.1. Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.
- 1.6.2. Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.
- 1.6.3. Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

As applicable, use the Method of Procedure (MOPs) as defined for each task.

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc.). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), CENTRACOM CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

MASTER SITE CHECKLIST - LEVEL 1	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.
PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure

DISPATCH SITE CHECKLIST - LEVEL 1	
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer

DISPATCH SITE CHECKLIST - LEVEL 1	
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diagnostics	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site Versions, KC numbers, types, etc.
PLAYBACK STATION (Motorola Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Recall Audio	Verify that radio/telephone audio can be recalled

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Table 2 for GTR tests)	Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.

MOSCAD CHECKLIST - LEVEL 1	
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.

FACILITIES CHECKLIST - LEVEL 1	
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off-site storage

MICROWAVE CHECKLIST - LEVEL 1	
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color.
Pressure Verification	Verify pressure of all lines.
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes.
Run Hours	Record number of hours ran.
TOWER CHECKLIST - LEVEL 1 (NO TOWER CLIMB)	
STRUCTURE CONDITION (Ground Level Only)	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion.
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

Appendix G: Network Updates Statement of Work

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO 25 system at an exceptional level of support. ASTRO 25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola Solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with ASTRO 25 network functionality. Network updates may also include feature enhancements. At Motorola's option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO 25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management ("NFM") products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

- 1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A "board-level refresh" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
- GTR 8000 Base Stations
 - GCP 8000 Site Controllers
 - GCM 8000 Comparators
 - MCC 7500 Console Operator Positions
 - STR 3000 Base Stations
 - QUANTAR Base Stations
 - ASTROTAC Comparators
 - PSC 9600 Site Controllers
 - PBX Switches for Telephone Interconnect
 - NFM/NFM XC/MOSCAD RTU
- 1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.
- 1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.
- 1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.
- 1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.
- 1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.
- 1.3.9. Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-Tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

- 1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.
- 1.4.2. Work with the customer to schedule applicable network updates.
- 1.4.3. Assign the program management support required to perform network updates as necessary.
- 1.4.4. Assign field installation resources required to perform network updates as necessary.
- 1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.
- 1.4.6. Install network updates.
- 1.4.7. Deliver Impact and change management training as necessary.
- 1.4.8. Perform appropriate system backups.
- 1.4.9. Work with the customer to validate that all system maintenance is current.
- 1.4.10. Deliver post update implementation training to the customer as needed.
- 1.4.11. Validate all system update deliverables are complete.
- 1.4.12. Obtain completion sign off from the customer.

1.5 The Customer has the following responsibilities:

- 1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.
- 1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.
- 1.5.3. Asset in site walks of the system during the system audit when necessary.
- 1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.
- 1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.
- 1.5.6. Provide or Purchase labor to implement optional system features or system expansions.
- 1.5.7. Participate in impact/Change management Training as necessary.
- 1.5.8. Inform system users of system updates and scheduled system downtime if necessary.
- 1.5.9. Cooperate with Motorola to provide post update implementation training as needed.
- 1.5.10. Provide Motorola with a completion sign off.

1.6 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

- 1.6.1 This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 1.6.2 This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.
- 1.6.3 Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.
- 1.7 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.8 High Speed Connectivity Specifications

- 1.8.1 The Minimum supported link between the core and the zone is a full T1.
- 1.8.2 Any link must realize or sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.
- 1.8.3 InterZone Links must be fully operational when present
- 1.8.3. Link Reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms.
- 1.8.4 The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these cases must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	0
Zones in Operation(DSR/Dark Master site)	0
Zone Features: I&D, TDMA, Telephone Interconnect,CNI,HPD,IA,POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR.	0

RF SYSTEM	
Voice RF Sites/Simulcast Sites(Including Prime sites)	0
Repeater/Stations(FDMA)	0
Repeater/Stations(TDMA)	0
HPD RF Sites	0
HPD Stations	

DISPATCH CONSOLE SYSTEM	
Dispatch Sites	0
MCC7500 Operator Positions(VPM)	1
Conventional Channel Gateways(CCGW)	0
Conventional Site Controller (GCP 8000)	0

LOGGING SYSTEM	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0

NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	0
Number of Fault Management Clients/NFM Clients	0
Number of Fault Management RTUs	0
Number of NM Clients	0

Appendix H: Network Hardware Repair with Advanced Replacement Overview

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the [Advanced Exchange or Loaner Decision Process flowchart](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure R/A.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2 All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.3.9 Test equipment.
- 1.3.10 Racks, furniture and cabinets.
- 1.3.11 Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service
- 1.4.2 Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3 Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4 Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - 1.4.5.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
 - 1.4.5.2 When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.
 - 1.4.5.3 When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Advanced Exchange or Loaner Decision Process flowchart](#) for the loaner process and [Shipping Charges](#) for shipping charge detail.
- 1.4.6 Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

- 1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.
- 1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock
- 1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.
- 1.4.10. Perform the following service on Motorola infrastructure:
 - 1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable
 - 1.4.10.4. Perform a box unit test on all serviced infrastructure.
 - 1.4.10.5. Perform a system test on select infrastructure.
- 1.4.11. Provide the following service on select third party infrastructure:
 - 1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- 1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.
- 1.5 The Customer has the following responsibilities:**
 - 1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.
 - 1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.
 - 1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

- 1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.5.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.5.6 Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See [Shipping Charges](#).
- 1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.
- 1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.
- 1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.
- 1.5.10. Clearly print the return authorization number on the outside of the packaging.
- 1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.
- 1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

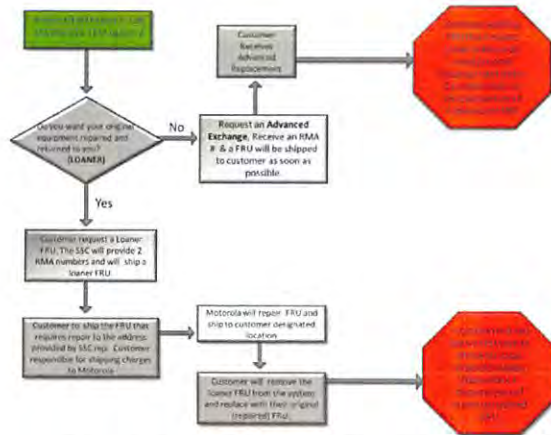


Figure 1-1: Advanced Exchange or Loaner Decision Process

Table 1: Shipping Charges

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

Appendix I: Security Monitoring Service Overview

Motorola's Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO 25 system log monitoring.

Motorola's ASTRO 25 Security Monitoring is a complete solution that provides peace of mind and reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.0 Description of Security Monitoring Services

1.1 Anti-malware Monitoring

ASTRO 25 comes installed with Anti-malware software ("SW"). Security Monitoring will verify that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.

1.2 Authentication Monitoring

- 1.2.1. Active directory (including domain Linux and RADIUS) and two-factor authentication log-ins are monitored.
- 1.3. Firewall Monitoring – The ASTRO 25 system potentially has several firewall options. See Table 1 in the addendum for a list. In any of these firewall applications, Motorola provisions and deploys the firewalls with the ASTRO 25 system. Motorola will monitor each one that has the firewall monitoring option.
- 1.4. IDS (Intrusion Detection System) Monitoring. An IDS is an option to ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN.
- 1.5. Centralized Log Monitoring

ASTRO 25 has an option that provides the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events.

2.0 Scope

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security specialists. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could involve: continuing to monitor the event for further development, attempting to remotely restore the system, or opening of an Incident for dispatch of a field servicer ("Servicer").

3.0 Motorola has the following responsibilities:

- 3.1. Provide, maintain, and replace when necessary, hardware ("HW") and SW required to monitor ASTRO 25 security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO 25 core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- 3.2. Verify connectivity and monitoring is active prior to system acceptance or start date.
- 3.3. Coordinate with customer to maintain Motorola service authentication credentials.
- 3.4. Maintain properly trained and accredited technicians. Monitor the customer's system 24/7/365 for malicious or unusual activity.
- 3.5. Reports are posted to the SSC quality webpage. Contact your CSM for access.

4. The Customer has the following responsibilities:

- 4.1. Security Monitoring requires a connection from the customer's ASTRO 25 system to Motorola's SOC in Schaumburg. Motorola offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection.
- 4.2. Allow Motorola continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.
- 4.3. Provide continuous utility service to any Motorola equipment installed or utilized at the customer's premises to support delivery of this service.
- 4.4. Provide customer contact information necessary to complete the Customer Support Plan. Notify your CSM within 2 weeks of any contact changes.
- 4.5. As necessary, upgrade the ASTRO 25 system to supported releases.
- 4.6. Allow Motorola dispatched-servicers physical access to the equipment when required.
- 4.7. Comply with the terms of the applicable software license agreements between Customer and Motorola and the non-Motorola software copyright owners.
- 4.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 4.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Services.

5.0 Disclaimer

Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

1.6 Addendum

Potential ASTRO 25 Firewalls	
CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.

SECTION 4

EQUIPMENT LIST

Item No.	Qty	Nomenclature	Description
1	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	1	B1933	MOTOROLA VOICE PROCESSOR MODULE
3	1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
4	1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
5	1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
6	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
7	1	CA00182AB	ADD: AES ALGORITHM
8	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
9	1	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
10	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
11	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
12	2	B1912	MCC SERIES DESKTOP SPEAKER
13	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
14	2	B1913	MCC SERIES HEADSET JACK
15	2	RLN6099A	HDST MODULE BASE W/PTT, 25 FT CBL
16	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
17	1	T7885	MCAFFEE WINDOWS AV CLIENT
18	1	DDN2723	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V51)

Optional Spares

Item No.	Qty	Nomenclature	Description
19	1	SQM01SUM0205	GGM 8000 GATEWAY
20	1	CA01616AA	ADD: AC POWER
21	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
22	1	CLN1868	2930F 24-PORT SWITCH
23	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
24	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
25	1	CA00182AB	ADD: AES ALGORITHM
26	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE

SECTION 5

PRICING

5.1 PRICING

Motorola is pleased to provide the following equipment and services to the New Albany Police Department.

TOTAL System Equipment and Complete Installation of One (1) MCC 7500 Dispatch Console per the proposal Equipment List and Statement of Work:

- Ohio STS 573077
- System Total with all Discounts \$68,572.00

5.2 LIFECYCLE SERVICES PRICING

Motorola is pleased to provide the following equipment and services to the Village of New Albany for the proposed dispatch addition with (1) console operator position.

Advance Plus Package 2 Years \$13,004.00

5.3 OPTIONAL OFFERINGS:

Motorola is pleased to provide the following optional equipment and services to the Village of New Albany. optional item pricing is only valid if the options are selected and contracted in conjunction with the main contract offering.

Optional Spare Equipment

- | | |
|--|-------------|
| • Spare Switch | \$2,000.00 |
| • Spare CCGW/GGM | \$9,000.00 |
| • Spare Op Position – Workstation/ VPM | \$13,304.00 |

5.4 PAYMENT SCHEDULE

Please see Exhibit B of the enclosed Communications System and Services Agreement, including the Maintenance, Support and SUA Addendum.

This pricing is valid until June 18th, 2021

SECTION 6

CONTRACT

This proposal is based on Ohio STS 573077 pricing and is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including the Maintenance, Support and SUA Addendum (CSSA), together with its Exhibits. This proposal is valid until June 18th, 2021.
New Albany Police Department may accept the proposal by delivering to Motorola the signed CSSA.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and New Albany Police Department ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1 EXHIBITS The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2 ADDENDUM (ADDENDA) Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the



Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.



"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1 SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2 CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4 ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order

must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6 NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7 SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8 OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1 If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2 During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period, or 2) continue or

expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.



4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ \$68,572.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 35-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: New Albany Police Department
Address: 50 Village Hall Road, New Albany, Ohio 43054
Phone: 614-855-1234



E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: New Albany Police Department
Address: 50 Village Hall Road, New Albany Ohio, 43054

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: B&C Communications
Address: 1740 Harmon Ave, Suite F, Columbus, Ohio 43223
Phone: 614-276-5552

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1 ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process. All Motorola employees or its third party agents shall undergo a background check and Criminal Justice Information System (CJIS) – Security Awareness training prior to being provided site access.

7.2 SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3 SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1 COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

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9.2 SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3 BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1 SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2 EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3 SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4 EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv)

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batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment, extension of the warranties, travel, suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").



12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE AND JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives



Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. INTENTIONALLY DELETED.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to

which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION. THIS SECTION IN ITS ENTIRETY, IS SUBJECT TO THE OHIO PUBLIC RECORDS ACT.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this

Agreement does not grant to Customer any shared development rights or intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peer components, decompile, otherwise reverse engineer or attempt to reverse engineer, distribute, source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentially obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived or or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

17.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting taxes on its income or net worth.

17.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party, Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event, Agreement. Notwithstanding the foregoing, the City may assign this Agreement without prior written consent of Motorola in the event City dispatch services are merged with another public entity.

Section 17 GENERAL

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement. the person executing this Agreement on its behalf has the authority to do so, upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms, and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding regulatory compliance may be available for an Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement. the person executing this Agreement on its behalf has the authority to do so, upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms, and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

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17.12. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.13. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.14. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.15. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

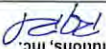
17.16. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software), Section 3.6 (Non-Motorola Software), if any payment obligations exist; Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer or Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights), and all of the General provisions in Section 17.

17.13 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supercedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.
By: 
Name: Robert Rummel
Title: MSSSI Vice President & Director of Sales
Date: 5/5/2021
By: _____
Name: _____
Title: _____
Date: _____
New Albany Police Department

Use or disclosure of this proposal is subject to the restrictions on the cover page

MCC 7500 Dispatch Console Project

Use or disclosure of this proposal is subject to the restrictions on the cover page

Exhibit A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and New Albany Police Department ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-

compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software License of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software License governing Licensee's use of the Open Source

Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Ohio. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7 SURVIVAL. Sections 4, 5, 6, 4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 60% of the Contract Price due upon receipt of equipment, ~~shipment of equipment from Staging;~~
2. 30% of the Contract Price due upon installation of equipment; and
3. 10% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according to these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"Lifecycle Management Services" means the upgrade services as defined in the applicable Statement(s) of Work.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program (which may include MUA or NUA).

2. SCOPE

Motorola will provide Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA, NUA or MUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.3 The term of this Addendum is (2) Two years, commencing on , 2011. The Lifecycle Management Price for the 2 years of services is \$ 13,004.00 excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management services are subscription services as more fully described in the

applicable Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Statement of Work.

3.2.7 In addition to the description of the services and exclusions provided in the Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the services.

3.2.8 The annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be

required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the year commitment.

3.2.10 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



RESOLUTION R-32-2021

A RESOLUTION AUTHORIZE THE CITY MANAGER TO ENTER INTO ANY AND ALL CONTRACTS FOR THE PURCHASE AND OUTFITTING OF A ONE-TON TRUCK AT A COST NOT TO EXCEED \$125,330 AND TO WAIVE THE COMPETITIVE BIDDING REQUIREMENT AS SET FORTH IN SECTION 9.04 (C) OF THE NEW ALBANY CHARTER

WHEREAS, the City of New Albany needs a one-ton truck to replace an existing, outdated unit that is nearing the end of its useful life; and

WHEREAS, the service department will use the one-ton truck to support the city's year-round maintenance operations, including snow and ice removal; and

WHEREAS, the City of Columbus obtained competitive pricing for one-ton trucks by way of purchase contract #RFQ015892; and

WHEREAS, the City of New Albany is eligible to purchase under this City of Columbus contract; and

WHEREAS, the lowest and best contract price for a one-ton truck chassis meeting the city's specifications was provided by Byers Ford in the amount of \$53,351; and

WHEREAS, the remaining outfitting of the truck chassis will include the dump bed and related hydraulics, a snow plow, salt spreader and driver cameras; and

WHEREAS, the cost to outfit this truck is \$73,623, in accordance with the Sourcewell cooperative purchasing contract #05919-HPI; and

WHEREAS, the city can purchase the identical outfit package directly from Henderson Truck Equipment for \$71,979; and

WHEREAS, council can waive competitive bidding requirements in order to serve the best interest of the city; and

WHEREAS, funding for the purchase and outfitting of a one-ton truck was approved in the 2021 Capital Equipment Replacement Budget and provided for in the Annual Appropriations Ordinance.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1: The City of New Albany hereby authorizes the city manager to enter into any and all contracts for the purchase and outfitting of a one-ton truck at a cost not to exceed \$125,330 and to waive the competitive bidding requirement as set forth in section 9.04(C) of the New Albany Charter.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 404 effective November 22, 2020.

Section 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 06/07/2021

Introduced: 06/15/2021

Revised:

Adopted:

Effective: