

**URBANA CITY COUNCIL
REGULAR SESSION MEETING AGENDA
TUESDAY, MAY 19, 2020, AT 6:00 P.M.**

(The UCC Regular Session Meeting will be held in Training Room in the Municipal Building)

City of Urbana Council Meeting
Tue, May 19, 2020 6:00 PM - 8:00 PM (EDT)

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Call to Order

Roll Call

Pledge of Allegiance

Approval of Minutes

Urbana City Council Regular Session Meeting Minutes of May 5, 2020.

Communications

Board of Control

1. The Board of Control recommends Council authorize the Director of Administration to enter into a contract with M&T Excavating LLC for the Phase 2A Water and Sanitary Replacement in the amount of \$1,903,099.65, including 10% contingency. This bid of \$1,730,090.59 was the lowest of 3 bids that were received. The engineer's estimate for this project was \$1,929,820.00. See attached bid tabulation. This project will be funded by a water loan from Ohio EPA's WSRLA program and a separate sanitary sewer loan from OWDA. Final loan approval by Council is anticipated to be requested in June.

VOTE: 3-0

2. The Board of Control recommends Council authorize the Director of Administration to enter into a contract with Choice One Engineering for construction inspection services for the water main replacement and sanitary sewer replacement planned on Scioto Street as part of the Phase 2A Water and Sanitary Replacement in the amount of \$39,000.00. These services will be funded by a water loan from the Ohio EPA's WSRLA program and from local sanitary sewer capital funds. **VOTE: 3-0**

3. The Board of Control recommends Council authorize the Director of Administration to enter into a contract with Bowser-Morner for construction testing services for the Phase 2A Water and Sanitary Replacement in the amount of \$23,529.10. These services will be funded by a water loan from the Ohio EPA's WSRLA program and from local sanitary sewer capital funds. **VOTE: 3-0**

*****Purchase Orders \$2,501.00 - \$50,000.00 for April 2020. (see attached)*****

Citizen Comments

Ordinances and Resolutions

First Reading

Resolution No. 2584-20

A Resolution authorizing the Director of Administration of the City of Urbana to execute The Cares Act Grant Offer, Grant No. 3-39-0080-012-2020 (The Grant") for the Grimes Field Airport, and declaring an emergency. (May be passed on first reading)

Second Reading

Third Reading

Miscellaneous Business

Adjourn

**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, May 5, 2020**

President Pro Tem Paul called the City of Urbana Regular Session Meeting to order at 6:00 p.m. City staff attending: Director of Administration Kerry Brugger, Law Director Mark Feinstein, City Engineer Tyler Bumbalough, Superintendent of Public Works Chad Hall, and Community Development Manager Doug Crabill.

PRESIDENT PRO TEM CALLED ROLL: Mr. Fields, present; Mr. Hoffman, absent; Mr. Paul, present; Mr. Scott, absent; Mr. Thackery, present; Mr. Ebert; present, and Mrs. Collier, absent.

MAYORAL PROCLAMATION: Mayor Bill Bean stated that the National Day of Prayer was established in 1775, and in 1952 declared by President Truman as an annual event and in 1988 President Reagan permanently declared the first Thursday in May to be observed as a “National Day of Prayer”. Mayor Bean stated that we all need to look inward to each other and to look to ourselves and our community, to get along and survive what is going on right now.

MINUTES

Urbana City Council Regular Session Meeting Minutes of April 21, 2020.

Mr. Fields moved to put these minutes on the floor for discussion and possible passage. Mr. Ebert seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 4-0.

COMMUNICATIONS

1. Planning Commission Meeting Minutes of February 24, 2020.
2. Oakdale Cemetery Board Meeting Minutes of January 17, 2020.
3. Division Activities Report, January through march.
4. Letter to ODNR, Division of Wildlife, from Director of Administration, terminating Fishing Agreement.

Mr. Ebert moved to put all of the communications on the floor for discussion and possible passage. Mr. Fields seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 4-0.

ADMINISTRATIVE REPORTS – BOARD OF CONTROL

1. Terran Corporation - \$52,924.00 (Capital Improvement Fund – Landfill)

Mr. Hall stated this was in the budget for \$40,000.00 to take care of monitoring and homeowner well sampling. He added that the City would save money and receive better data by going through Terran Corporation for that it would be using the same lab as the City uses for the landfill.

Mr. Thackery asked how much the City would be saving. Mr. Hall advised \$10,00.00-\$20,000.00. Mr. Fields asked if this was a yearly expense and Mr. Hall advised that it was. Mr. Hall also advised that if the City does not do the sampling, the City is not in compliance with the State.

Mr. Thackery moved to put this item on the floor for further discussion and possible passage. Mr. Ebert seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 4-0.

CITIZEN COMMENTS

Lindsey Evans – 111 Madison Ave., spoke about her disappointment with the City and its lack of communication regarding the Covid-19. She further stated there were other City's around the area issuing letter regarding the same. She advised that she would like to see more leadership from the City.

Ordinances and Resolutions

First Reading –

Resolution No. 2580-20

A Resolution to approve water tap-ins for Dwight E. Pence and Phyllis A. Pence at 1675 East US Highway 36 (Parcel #K41-11-11-11-11-00-007-00) and 1693 East US Highway 36 (Parcel #K41-11-11-11-11-00-008-00) as an extraterritorial customer. (Suspension of rules requested by utility services applicant)

Mr. Crabill stated that these are residential homes that are now rented out. The applicant would like to connect the properties to the water and sewer lines. He added that it was contiguous to the City and that annexation will be a requirement. He also added that he would be working with the applicant to help them along with the process, and that the applicant would like to connect as soon as possible.

Mr. Fields asked if the applicant would be responsible for the tap-in fee? Mr. Crabill stated that they would be responsible for the fee, and the monthly amount would be doubled until the properties are annexed into the City.

Mr. Thackery moved to Suspend the Three Reading Rule. Mr. Ebert seconded.

President Pro Tem Paul called for a roll call for the suspension of rules: Mr. Paul, yes; Mr. Thackery, yes; and Mr. Ebert, yes.

Motion passed 4-0.

Mr. Ebert moved to put this resolution on floor for further discussion and possible passage. Mr. Fields seconded.

President Pro Tem Paul called for a roll call for passage: Mr. Paul, yes; Mr. Thackery, yes; and Mr. Ebert, yes.

Resolution passed 4-0.

Resolution No. 2581-20

A Resolution to approve sanitary sewer tap-ins for Dwight E. Pence and Phyllis A. Pence at 1675 East US Highway 36 (Parcel #K41-11-11-11-11-00-007-00) and 1693 East US Highway 36 (Parcel #K41-11-11-11-11-00-008-00) as an extraterritorial customer. (Suspension of rules requested by utility services applicant)

Mr. Thackery moved to Suspend the Three Reading Rule. Mr. Fields seconded.

President Pro Tem Paul called for a roll call for the suspension of the rules: Mr. Thackery, yes; Mr. Ebert, yes; Mr. Fields, yes; and Mr. Paul, yes.

Motion passed 4-0.

Mr. Thackery moved to put this resolution on the floor for further discussion and possible passage. Mr. Fields seconded.

President Pro Tem Paul called for a roll call for passage: Mr. Thackery, yes; Mr. Ebert, yes; Mr. Fields, yes; and Mr. Paul, yes.

Resolution passed 4-0.

Resolution No. 2582-20

Declaring the necessity of constructing or repairing sidewalks, curbs and gutters, and declaring an emergency.

Mr. Bumbalough stated this was the next step for the sidewalks, curbs and gutters program. Following Council's approval, another letter would be going out to property owners giving them another 30 days to comply. Mr. Bumbalough advised that the City is at about a 30% completion rate right now. He also added that adding property owners that desire the City's contractor to do the work brings the total to about 70%.

Mr. Thackery moved to put this resolution on the floor for further discussion and possible passage. Mr. Ebert seconded.

President Pro Tem Paul called for a roll call for passage: Mr. Ebert, yes; Mr. Fields, yes; Mr. Paul, yes; Mr. Scott, yes; and Mr. Thackery, yes.

Resolution passed 5-0. (Mr. Scott entered into the meeting)

Second Reading –

Third Reading –

MISCELLANEOUS BUSINESS/WORK SESSION

Mr. Thackery requested a little leniency with the re-opening of businesses with regard to an opportunity to advertise in the downtown area. He added that the sidewalks on Scioto Street were looking great. He also advised that he saw the street cleaner out, went around a vehicle, that vehicle moved, and the street sweeper came back and swept where the vehicle was previously.

Mr. Ebert said that he has seen a lot of talk on social media about the closing of Pointe North.

Mr. Bumbalough stated that the Water/Sanitary Sewer Project was a good project for this year, and the bids came in under \$200,000.00 that was budgeted.

Mr. Feinstein spoke of the Charter Review. He stated that any changes that are desired to go to the ballot, must be received by the Board of Elections by August 5, 2020. He stated that he would like to have a "Go to Meeting" with the Charter Review Committee and would be bringing the changes to Council.

Mr. Crabill spoke about the Census. He stated that currently, the State has 61.9% self-responses, Champaign County is at 65% and the City of Urbana is at 63.7%. He also spoke about attending a seminar referencing Adora, which references outdoor dining. He said this may be something the City might be able to implement and would advise Council of his findings after the seminar.

Mr. Brugger discussed Pointe North. He stated there would be a full article coming in the paper. He further stated that the City went out on a limb and trusted that people would do the right thing. He said that most did, but some didn't, and they utilized Pointe North as a dump site.

Mayor Bean added that he thought Point North was a good idea. He said that it is a nature preserve, for that there are birds, finches, cardinals, wild flowers, etc. He said this was a beautiful place to go and would be great for the citizens. He also stated that it was up to the citizens to police it and to take care of it. He stated that there were "Mudders" that were going through the fields and destroying them. He also spoke about the need for people to get out there and do the census. He told everyone to be safe and to take care of one another.

Mr. Brugger added with regard to the census, the grants that the City search for, includes numbers of citizens (count), and if you respond and do the census, it benefits the City in the grants sought.

Mr. Fields moved to adjourn and Mr. Ebert seconded.
Voice vote on approval: all ayes; nays, none.

Motion passes 5-0.

ADJOURN AT 7:00 p.m.

NEXT SCHEDULED MEETING

May 19, 2020, at 6:00 p.m.

Council Clerk

Council President

APRIL 2020
PURCHASE ORDERS \$2,501-\$50,000

PURCHASE ORDER # :	VENDOR :	PURCHASE ORDER AMOUNT :	DEPARTMENT :	EXPLANATION :	BOC APPROVAL DATE & VOTE:
27086	ENVIRONMENTAL ENGINEERING SERVICES	\$ 11,400.00	WTP	FINAL PAYMENT UNDER CONSTRUCTION MANAGEMENT FOR SCREW PRESS PROJECT	BOC=4/1/20 (3)
27098	TREASURER STATE OF OHIO C/O ODOT	\$ 4,413.78	ENGINEERING	LOCAL SHARE -SR 54 PAVING PID 9998Z	BOC=4/8/20 (3)
27104	KLEEM INC	\$ 2,926.20	SEWER MAINTENANCE	ROLL UP REFLECTIVE SIGN & STANDS, 18" TRAFFIC CONES, 28" TRAFFIC CONES	BOC=4/15/20 (3)
27105	WHITE'S FORD	\$ 49,142.19	POLICE	2020 FORD EXPLORER W/ SPECIFIC BUILD SHEET	BOC=4/15/20 (3)
27106	WHITE'S FORD	\$ 41,142.19	POLICE	2020 FORD EXPLORER W/ SPECIFIC BUILD SHEET	BOC=4/15/20 (3)
27118	ENVIRONMENTAL ENGINEERING SERVICES	\$ 3,000.00	WATER	OLD TROY PIKE GAC EVALUATION TO START PREPARING FOR OWNERSHIP TRANSFER	BOC=4/22/20 (3)
27119	ENVIRONMENTAL ENGINEERING SERVICES	\$ 3,500.00	WATER	WATER METER REPLACEMENT CONSULTING SERVICES FOR REPLACEMENT OF METER W/ FULL SERVICE MAINTENANCE PROGRAM	BOC=4/22/20 (3)
27120	MCGUIRE FARM & EXCAVATING	\$ 4,840.32	WATER	EMERGENCY WATER LINE REPLACEMENT	BOC=4/22/20 (3)
27121	OHIO READY MIX. INC	\$ 3,500.00	SEWER MAINTENANCE & STORM WATER	CONCRETE BLANKET-BLANKET FOR MANHOLE REPLACEMENT PROGRAM	BOC=4/22/20 (3)
27164	MCGUIRE FARM & EXCAVATING	\$ 24,778.30	STORMWATER	DITCH CLEANING AT 5 LOCATIONS PER RFQ	BOC=4/29/20 (3)
27165	OHIO ENVIRONMENTAL PROTECTION AGENCY	\$ 5,649.74	ENGINEERING	PERMIT TO INSTALL FEE, POWELL TO BON AIR SANITARY SEWER	BOC=4/29/20 (3)
27166	MAIN STREET LIGHTING	\$ 2,582.00	NON DEPARTMENTAL	ALUMINUM 12' DECORATIVE POLE	BOC=4/29/20 (3)

Chris Boettcher
Secretary



• 205 S. Main Street • Urbana, Ohio 43078 • 937-652-4324 • <http://www.urbanaohio.com> •

May 12, 2020

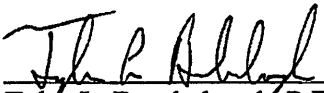
Urbana City Council
205 S. Main St.
Urbana, Ohio 43078

RE: Phase 2A Water and Sanitary Replacement

Urbana City Council,

On Tuesday, May 5, 2020 bids were accepted for the project referenced above. This project proposes work along Scioto Street, Finch Street, Crescent Drive and Ames Avenue. Three bids were received and M&T Excavating, LLC was the low bidder at a total bid price of \$1,730,090.59, coming in under the Engineer's Estimate of \$1,929,820.00.

M&T Excavating is relatively new at municipal work. Therefore, the Engineering, Water and Sewer Departments all sat down with the owner after speaking to five references. From the meeting and extensive talks with references, I am satisfied that M&T has the management, experience and subcontractors needed to pull a project of this size and intensity together. Therefore, I recommend Urbana City Council accept the lowest and best bid submitted by M&T Excavating, LLC in the amount of \$1,730,090.59. A purchase requisition will follow at a later date upon approval of loan funding by the Ohio EPA.


Tyler L. Bumbalough, P.E.
Urbana City Engineer

5/13/2020
Date

City of Urbana, OH - Phase 2A Water and Sanitary Replacement (#6970840)

Owner: City of Urbana

Solicitor: City of Urbana

05/05/2020 01:00 PM EDT

Line Item	Item	Item Description	UoFM	Quantity	M&T Excavating LLC.		J & J Schlaegel, Inc.		C. G. Construction & Utilities, Inc.	
					Unit Price 1	Extension 1	Unit Price 2	Extension 2	Unit Price 3	Extension 3
Base Bid										
1	201	CLEARING AND GRUBBING	LUMP	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$24,970.00	\$24,970.00
2	202	REMOVED, AS PER PLAN	LUMP	1	\$28,000.00	\$28,000.00	\$33,500.00	\$33,500.00	\$29,510.00	\$29,510.00
3	202	CURB AND GUTTER REMOVED	FT.	511	\$3.10	\$1,584.10	\$5.00	\$2,555.00	\$4.00	\$2,044.00
4	202	WALK REMOVED	S.F.	7280	\$1.10	\$8,008.00	\$1.25	\$9,100.00	\$1.00	\$7,280.00
5	202	VALVE BOX REMOVED	EACH	23	\$350.00	\$8,050.00	\$200.00	\$4,600.00	\$157.00	\$3,611.00
6	301	ASPHALT CONCRETE BASE, PG64-22	C.Y.	950	\$236.43	\$224,608.50	\$196.00	\$186,200.00	\$259.00	\$246,050.00
7	304	AGGREGATE BASE	C.Y.	1200	\$34.00	\$40,800.00	\$48.00	\$57,600.00	\$45.00	\$54,000.00
8	407	NON-TRACKING TACK COAT, APPLIED AT 0.06 GAL/S.Y.	GAL	305	\$16.50	\$5,032.50	\$15.50	\$4,727.50	\$7.00	\$2,135.00
9	411	STABILIZED CRUSHED AGGREGATE	C.Y.	86	\$34.00	\$2,924.00	\$48.00	\$4,128.00	\$79.00	\$6,794.00
10	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	283	\$302.43	\$85,587.69	\$256.00	\$72,448.00	\$337.00	\$95,371.00
11	452	6" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN	S.Y.	528	\$65.50	\$34,584.00	\$58.00	\$30,624.00	\$56.00	\$29,568.00
12	452	8" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN	S.Y.	104	\$69.88	\$7,267.52	\$68.00	\$7,072.00	\$60.75	\$6,318.00
13	608	4" CONCRETE WALK	S.F.	9212	\$6.49	\$59,785.88	\$7.00	\$64,484.00	\$6.00	\$55,272.00
14	608	CURB RAMPS	S.F.	295	\$14.50	\$4,277.50	\$13.50	\$3,982.50	\$20.00	\$5,900.00
15	609	CURB AND GUTTER REPLACED (IN-KIND)	FT.	511	\$16.50	\$8,431.50	\$35.00	\$17,885.00	\$47.00	\$24,017.00
16	609	TYPE 6 BARRIER CURB	FT.	2391	\$25.30	\$60,492.30	\$23.00	\$54,993.00	\$20.50	\$49,015.50
17	611	4" CONDUIT, TYPE B, 707.45 STORM REPAIR, AS PER PLAN	FT.	100	\$11.50	\$1,150.00	\$30.00	\$3,000.00	\$25.00	\$2,500.00
18	611	6" CONDUIT, TYPE B, 707.45 STORM REPAIR, AS PER PLAN	FT.	100	\$11.75	\$1,175.00	\$32.00	\$3,200.00	\$29.25	\$2,925.00
19	611	8" CONDUIT, TYPE B, 707.45 STORM REPAIR, AS PER PLAN	FT.	100	\$15.50	\$1,550.00	\$34.00	\$3,400.00	\$35.25	\$3,525.00
20	611	12" CONDUIT, TYPE B, REPLACED IN-KIND, AS PER PLAN	FT.	25	\$48.00	\$1,200.00	\$36.00	\$900.00	\$60.25	\$1,506.25
21	611	15" CONDUIT, TYPE B, REPLACED IN-KIND, AS PER PLAN	FT.	25	\$69.74	\$1,743.50	\$38.00	\$950.00	\$63.00	\$1,575.00
22	611	18" CONDUIT, TYPE B, REPLACED IN-KIND, AS PER PLAN	FT.	25	\$51.00	\$1,275.00	\$40.00	\$1,000.00	\$68.00	\$1,700.00
23	611	24" CONDUIT, TYPE B, REPLACED IN-KIND, AS PER PLAN	FT.	25	\$73.00	\$1,825.00	\$55.00	\$1,375.00	\$80.00	\$2,000.00
24	611	4" SANITARY LATERAL REPAIR, AS PER PLAN	FT.	50	\$48.00	\$2,400.00	\$65.00	\$3,250.00	\$14.50	\$725.00
25	611	4" SANITARY SEWER LATERAL, AS PER PLAN	FT.	525	\$42.00	\$22,050.00	\$77.00	\$40,425.00	\$132.00	\$69,300.00
26	611	6" SANITARY SEWER LATERAL, AS PER PLAN	FT.	28	\$50.00	\$1,400.00	\$80.00	\$2,240.00	\$179.00	\$5,012.00
27	611	8" PVC SDR-35 SANITARY SEWER, AS PER PLAN	FT.	2465	\$50.00	\$123,250.00	\$75.00	\$184,875.00	\$98.00	\$241,570.00
28	611	15" PVC SDR-35 SANITARY SEWER, AS PER PLAN	FT.	74	\$63.08	\$4,667.92	\$105.00	\$7,770.00	\$184.50	\$13,653.00
29	611	8" PVC AWWA C-900 DR-18 SANITARY SEWER, AS PER PLAN	FT.	20	\$62.08	\$1,241.60	\$95.00	\$1,900.00	\$96.00	\$1,920.00
30	611	TYPE 3 SANITARY SEWER MANHOLE, AS PER PLAN	EACH	12	\$3,285.00	\$39,420.00	\$3,550.00	\$42,600.00	\$4,434.00	\$53,208.00
31	611	TYPE D SANITARY SEWER MANHOLE, AS PER PLAN	EACH	1	\$4,700.00	\$4,700.00	\$6,500.00	\$6,500.00	\$5,906.86	\$5,906.86
32	611	MANHOLE ADJUSTED TO GRADE	EACH	1	\$310.00	\$310.00	\$450.00	\$450.00	\$530.00	\$530.00
33	611	MANHOLE ABANDONED, AS PER PLAN	EACH	4	\$1,200.00	\$4,800.00	\$750.00	\$3,000.00	\$720.00	\$2,880.00
34	613	FLOWABLE CONTROLLED DENSITY FILL	C.Y.	25	\$168.00	\$4,200.00	\$95.00	\$2,375.00	\$89.00	\$2,225.00
35	614	MAINTAINING TRAFFIC	LUMP	1	\$84,000.00	\$84,000.00	\$80,000.00	\$80,000.00	\$58,183.00	\$58,183.00
36	614	LAW ENFORCEMENT OFFICER (WITH PATROL CAR) FOR ASSISTANCE	HR	100	\$55.00	\$5,500.00	\$85.00	\$8,500.00	\$95.00	\$9,500.00
37	614	WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE 1	MILE	2.6	\$15,895.00	\$41,327.00	\$11,500.00	\$29,900.00	\$12,777.00	\$33,220.20
38	614	WORK ZONE EDGE LINE, CLASS I, 4", 740.06, TYPE 1	MILE	0.11	\$9,460.00	\$1,040.60	\$8,000.00	\$880.00	\$8,889.00	\$977.79
39	614	WORK ZONE CHANNELIZING LINE, CLASS I, 8", 740.06, TYPE 1	FT.	501	\$2.86	\$1,432.86	\$2.30	\$1,152.30	\$2.50	\$1,252.50
40	614	WORK ZONE STOP LINE, CLASS I, 740.06, TYPE 1	FT.	58	\$5.22	\$302.76	\$10.00	\$580.00	\$11.00	\$638.00
41	614	WORK ZONE ARROW, CLASS I, 740.06, TYPE 1	EACH	6	\$220.00	\$1,320.00	\$175.00	\$1,050.00	\$195.00	\$1,170.00
42	614	WORK ZONE DOTTED LINE, CLASS I, 740.06, TYPE 1	FT.	1466	\$1.10	\$1,612.60	\$1.90	\$2,785.40	\$2.15	\$3,151.90
43	616	WATER	M. GAL	15	\$0.00	\$0.00	\$20.00	\$300.00	\$40.00	\$600.00

Line Item	Item	Item Description	UoFM	Quantity	M&T Excavating LLC.		J & J Schlaegel, Inc.		C. G. Construction & Utilities, Inc.	
					Unit Price 1	Extension 1	Unit Price 2	Extension 2	Unit Price 3	Extension 3
44	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	\$7,800.00	\$7,800.00	\$10,000.00	\$10,000.00	\$8,390.00	\$8,390.00
45	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND REERECTION	EACH	2	\$80.00	\$160.00	\$150.00	\$300.00	\$200.00	\$400.00
46	632	DEECTOR LOOP, AS PER PLAN	EACH	2	\$15,000.00	\$30,000.00	\$1,330.00	\$2,660.00	\$1,475.00	\$2,950.00
47	638	3/4" WATER SERVICE BRANCH, AS PER PLAN	FT.	864	\$35.00	\$30,240.00	\$35.00	\$30,240.00	\$52.00	\$44,928.00
48	638	1" WATER SERVICE BRANCH, AS PER PLAN	FT.	250	\$30.00	\$7,500.00	\$36.00	\$9,000.00	\$43.25	\$10,812.50
49	638	1-1/2" WATER SERVICE BRANCH, AS PER PLAN	FT.	94	\$84.17	\$7,911.98	\$37.00	\$3,478.00	\$90.00	\$8,460.00
50	638	2" WATER SERVICE BRANCH, AS PER PLAN	FT.	81	\$195.00	\$15,795.00	\$39.00	\$3,159.00	\$120.00	\$9,720.00
51	638	3/4" WATER SERVICE BRANCH, HORIZONTALLY DIRECTIONALLY DRILLED, A.P.P.	FT.	279	\$16.00	\$4,464.00	\$36.75	\$10,253.25	\$34.50	\$9,625.50
52	638	1" WATER SERVICE BRANCH, HORIZONTALLY DIRECTIONALLY DRILLED, A.P.P.	FT.	98	\$16.00	\$1,568.00	\$38.25	\$3,748.50	\$36.00	\$3,528.00
53	638	1-1/2" WATER SERVICE BRANCH, HORIZONTALLY DIRECTIONALLY DRILLED, A.P.P.	FT.	55	\$16.00	\$880.00	\$40.25	\$2,213.75	\$54.00	\$2,970.00
54	638	2" WATER SERVICE BRANCH, HORIZONTALLY DIRECTIONALLY DRILLED, A.P.P.	FT.	147	\$22.00	\$3,234.00	\$43.25	\$6,357.75	\$64.00	\$9,408.00
55	638	4" PVC C-900 DR 18 WATER MAIN, AS PER PLAN	FT.	30	\$53.16	\$1,594.80	\$65.00	\$1,950.00	\$76.00	\$2,280.00
56	638	8" PVC C-900 DR 18 WATER MAIN, AS PER PLAN	FT.	1964	\$58.24	\$114,383.36	\$60.00	\$117,840.00	\$57.50	\$112,930.00
57	638	12" PVC C-900 DR 18 WATER MAIN, AS PER PLAN	FT.	3197	\$69.06	\$220,784.82	\$75.00	\$239,775.00	\$71.75	\$229,384.75
58	638	6" DIP CL-52 WATER MAIN, AS PER PLAN (NEW BRANCH FOR Ex. HYDRANT)	FT.	31	\$72.00	\$2,232.00	\$135.00	\$4,185.00	\$124.50	\$3,859.50
59	638	8" x 8" TAPPING SLEEVE, VALVE, AND VALVE BOX	EACH	1	\$4,697.64	\$4,697.64	\$4,500.00	\$4,500.00	\$4,536.19	\$4,536.19
60	638	12" x 12" TAPPING SLEEVE, VALVE, AND VALVE BOX	EACH	3	\$10,482.52	\$31,447.56	\$6,800.00	\$20,400.00	\$6,650.00	\$19,950.00
61	638	4" GATE VALVE	EACH	3	\$1,286.49	\$3,859.47	\$1,550.00	\$4,650.00	\$895.00	\$2,685.00
62	638	6" GATE VALVE	EACH	3	\$1,420.59	\$4,261.77	\$1,700.00	\$5,100.00	\$1,030.00	\$3,090.00
63	638	8" GATE VALVE	EACH	8	\$1,771.11	\$14,168.88	\$2,050.00	\$16,400.00	\$1,380.00	\$11,040.00
64	638	12" GATE VALVE	EACH	11	\$2,631.38	\$28,945.18	\$2,700.00	\$29,700.00	\$2,325.00	\$25,575.00
65	638	4" PVC C-900 DR 18 FIRE LINE, AS PER PLAN	FT.	100	\$47.83	\$4,783.00	\$75.00	\$7,500.00	\$58.25	\$5,825.00
66	638	6" PVC C-900 DR 18 FIRE LINE, AS PER PLAN	FT.	100	\$53.94	\$5,394.00	\$80.00	\$8,000.00	\$60.45	\$6,045.00
67	638	8" PVC C-900 DR 18 FIRE LINE, AS PER PLAN	FT.	50	\$45.93	\$2,296.50	\$85.00	\$4,250.00	\$91.25	\$4,562.50
68	638	4" PERMANENT INSERTION VALVE, AS PER PLAN	EACH	1	\$8,598.00	\$8,598.00	\$8,000.00	\$8,000.00	\$9,235.00	\$9,235.00
69	638	6" PERMANENT INSERTION VALVE, AS PER PLAN	EACH	2	\$8,928.00	\$17,856.00	\$8,500.00	\$17,000.00	\$9,560.00	\$19,120.00
70	638	8" PERMANENT INSERTION VALVE, AS PER PLAN	EACH	1	\$9,560.50	\$9,560.50	\$9,000.00	\$9,000.00	\$10,190.00	\$10,190.00
71	638	12" PERMANENT INSERTION VALVE, AS PER PLAN	EACH	3	\$16,298.00	\$48,894.00	\$15,000.00	\$45,000.00	\$17,550.00	\$52,650.00
72	638	4" TEMPORARY LINE STOP, AS PER PLAN	EACH	2	\$5,518.00	\$11,036.00	\$5,500.00	\$11,000.00	\$5,690.00	\$11,380.00
73	638	6" TEMPORARY LINE STOP, AS PER PLAN	EACH	1	\$5,518.00	\$5,518.00	\$5,500.00	\$5,500.00	\$5,690.00	\$5,690.00
74	638	8" TEMPORARY LINE STOP, AS PER PLAN	EACH	2	\$5,518.00	\$11,036.00	\$5,500.00	\$11,000.00	\$5,690.00	\$11,380.00
75	638	12" TEMPORARY LINE STOP, AS PER PLAN	EACH	2	\$8,213.00	\$16,426.00	\$8,100.00	\$16,200.00	\$8,660.00	\$17,320.00
76	638	FIRE HYDRANT ASSEMBLY	EACH	14	\$5,010.00	\$70,140.00	\$5,850.00	\$81,900.00	\$4,131.25	\$57,837.50
77	638	FIRE HYDRANT REMOVED	EACH	7	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00	\$530.00	\$3,710.00
78	638	CUT AND CAP, AS PER PLAN	EACH	5	\$1,003.00	\$5,015.00	\$500.00	\$2,500.00	\$2,000.00	\$10,000.00
79	644	CENTER LINE	MILE	0.05	\$21,560.00	\$1,078.00	\$22,385.00	\$1,119.25	\$24,875.00	\$1,243.75
80	644	LANE LINE, 6"	MILE	0.03	\$5,060.00	\$151.80	\$19,510.00	\$585.30	\$21,677.00	\$650.31
81	644	STOP LINE	FT.	30	\$23.65	\$709.50	\$8.20	\$246.00	\$9.15	\$274.50
82	644	CROSSWALK LINE	FT.	65	\$11.00	\$715.00	\$6.20	\$403.00	\$7.00	\$455.00
83	644	CHANNELIZING LINE, 8"	FT.	20	\$6.60	\$132.00	\$4.70	\$94.00	\$5.25	\$105.00
84	644	EDGE LINE, 6"	FT.	15	\$12.10	\$181.50	\$3.95	\$59.25	\$4.40	\$66.00
85	644	LANE ARROW	EACH	1	\$314.00	\$314.00	\$250.00	\$250.00	\$278.00	\$278.00
86	659	SEEDING AND MULCHING, CLASS 1, AS PER PLAN	S.Y.	5000	\$3.70	\$18,500.00	\$5.25	\$26,250.00	\$6.85	\$34,250.00
87	832	EROSION CONTROL	EACH	6000	\$1.00	\$6,000.00	\$1.00	\$6,000.00	\$1.00	\$6,000.00
Base Bid Total:						\$1,730,090.59		\$1,789,523.75		\$1,958,000.00

RESOLUTION NO. 2584-20

A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION OF THE CITY OF URBANA TO EXECUTE THE CARES ACT GRANT OFFER, GRANT NO. 3-39-0080-023-2020 ("The Grant") FOR THE GRIMES FIELD AIRPORT, AND DECLARING AN EMERGENCY.

WHEREAS, on or about Friday, May 1, 2020, the Director of Administration submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Airports Grants Application for a grant of federal funds at or associated with the Grimes Field Airport; and

WHEREAS, on or about May 11, 2020, the U.S. Department of Transportation Federal Aviation Administration tendered Offer No. 3-39-0080-023-2020 to the City of Urbana, it is the responsibility of the City of Urbana to maintain and operate the roadways within the City's corporation limits for the safety of the community; and

WHEREAS, pursuant to the terms of the Grant, this Council must provide authority to the Director of Administration to execute the Grant on behalf of the City of Urbana;

NOW, THEREFORE, be it resolved by the COUNCIL OF THE CITY OF URBANA, OHIO that:

Section One:

The Director of Administration is hereby authorized to execute Grant No. 3-39-0080-023-2020, and the Grant Agreement, attached hereto, on behalf of the City of Urbana; and

Section Two:

That it is found and determined that all formal actions of this City Council concerning and relating to the passage of this resolution were adopted in an open meeting of this City Council in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section Three:

That this resolution shall be declared an emergency as the terms of the Grant Agreement specify that the Director of Administration must execute the Grant, followed by the Director of Law's certification thereof, no later than May 25, 2020. This Resolution shall therefor take effect immediately after passage to ensure timely participation in Grant Agreement.

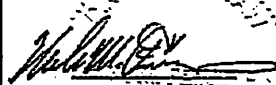
President of Council

Attest: _____

Date: _____

This resolution approved by me this ____ day of _____, 2020.

Mayor

Department requesting: Administration/Airport		Personnel: Kerry Brugger	Director of Law Review 
Expenditure? Y (N)	Emergency? (Y) N	Public Hearing? Y (N) If yes, dates advertised:	
Readings required: (1) 2 3			
First reading date: 5/19/2020	Second reading date: NA	Third/Final reading date: NA	

Anticipated effective date if approved: 05/19/2020

Kerry Brugger

From: FAA - AIP <echosign@echosign.com>
Sent: Monday, May 11, 2020 9:23 AM
To: Kerry Brugger
Subject: Signature requested on "I74-GLG-3-39-0080-023-2020-Grant Agreement"

Follow Up Flag: Follow up
Flag Status: Flagged



POWERED BY
Adobe Sign

FAA - AIP requests your signature on
I74-GLG-3-39-0080-023-2020-Grant Agreement

Review and sign

After you sign **I74-GLG-3-39-0080-023-2020-Grant Agreement**, the agreement will be sent to mark.feinstein@ci.urbana.oh.us. Then, all parties will receive a final PDF copy by email.

Don't forward this email: If you don't want to sign, you can delegate to someone else.

By proceeding, you agree that this agreement may be signed using electronic or handwritten signatures.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

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U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Michigan, Ohio

FAA Detroit Airports District Office
11677 South Wayne Road - Suite 107
Romulus, MI 48174

May 11, 2020

Mr. Kerry Brugger
Director of Administration
City of Urbana
205 South Main Street
Urbana, OH 43078-2113

Dear Mr. Brugger:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-39-0080-023-2020 for Grimes Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 25, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify your Program Manager, Delvin Lewis, by email that the grant is administratively and financially closed. Delvin Lewis is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

John L. Mayfield Jr.

John L. Mayfield Jr. (May 11, 2020)



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date

May 11, 2020

Airport/Planning Area

Grimes Field Airport

CARES Grant Number

3-39-0080-023-2020

Unique Entity Identifier

051597730

TO: City of Urbana

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s)]

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 1, 2020, for a grant of Federal funds at or associated with the Grimes Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Grimes Field Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Grimes Field Airport incurred no earlier than January 20, 2020. CARES Act

Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.00.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 25, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at

<http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.

- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

John L. Mayfield Jr.
John L. Mayfield Jr. (May 11, 2020)

(Signature)

John L. Mayfield Jr.

(Typed Name)

Manager, Detroit ADO

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Urbana

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have

reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.