GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

Sept. 06, 2022 — 6:30 Caucus — 7:00 p.m. Regular Meeting

Call to Order: President Berry Roll Call: Clerk of Council Approval of Minutes
Welcome & Reading of Agenda: Pres. Berry Presentation: Child Cancer Awareness Month

---

LANDS: Mr. Schottke

Ordinance C-48-22	Approve the Rezoning of 5.32± acres located at 5873 Haughn Road from Rural to IND-1 (Light Industrial). Second reading and public hearing.
Ordinance C-53-22	Accept the Plat of Autumn Grove, Section 5 located at Rishel St. & Belle Apple Dr. Second reading and public hearing.
Ordinance C-58-22	Repeal Ordinance C-12-21 an ordinance to approve a Special Use Permit for an Automotive Dealership for Gibby's Auto Exchange located at 3422 Mill St. First reading.
Resolution CR-48-22	Approve the Development Plan for Builtrite Properties LLC located at 5873 Haughn Rd.

SERVICE: Ms. Houk

Ordinance C-56-22	Authorize the City Administrator to enter into an Agreement with Jackson Township for Fire Hydrant Maintenance. Second reading and public hearing.

FINANCE: Mr. Holt

Ordinance C-57-22	Levying Special Assessments for the Construction of Various Sidewalks in the City of Grove City. Second reading and public hearing.
Ordinance C-59-22	Authorize the City Administrator to enter into Contracts with Quadient for Postage Machines. First reading.
Ordinance C-60-22	Amend Section 121.01 of the Codified Ordinances titled Council Salary. First reading.
Ordinance C-61-22	Amend Section 161.11 of the Codified Ordinances titled Tuition Reimbursement Program. First reading.
Resolution CR-52-22	Authorize the City Administrator to submit an application to Mid-Ohio Regional Planning Commission for attributable funding for the Southwest Area Overpass Project.
Resolution CR-53-22	Accept the Bids for the Beulah Park Phase 2 Structures and Waive the Provisions of Section 153.12 of the Ohio Revised Code.
Resolution CR-54-22	Authorize the City Administrator to Seek Financial Assistance from the State Capital Improvement Program/Local Transportation Improvement Program for funding of the Columbus Street Improvements Project.

Call for New Business Call for Dept. Reports & Closing Comments Adjourn

ON FILE: Minutes of: 8/15 Council; 08/22 BZA

Date: 07/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: ___ 30 Days: __
Current Expense:

No.: C-48-22
1st Reading: 07/18/22
Public Notice: 07/19/22
2nd Reading: 09/06/22
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE C-48-22

AN ORDINANCE FOR THE REZONING OF 5.32± ACRES LOCATED AT 5873 HAUGHN ROAD FROM RURAL TO IND-1

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on July 05, 2022; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The following described premises are rezoned from Rural to IND-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1434 *and being 5.3218 acres out of Tract 1 (42.27 acres) conveyed to Frederick B. Hill by deed, as recorded in Official Records, Deed Book 3558, page 26, Recorder's Office, Franklin County, Ohio,* and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Received By:
Grove City Development
6/16/22

C-48-22
Exhibit A

Situated in the County of Franklin, the Township of Jackson, and the State of Ohio, And being part of Virginia Military Survey No. 1434, and being 5.3218 acres out of Tract 1 (42.27 acres) conveyed to Frederick B. Hill by a deed of record in Deed Volume 3558, Page 26, in the Franklin County Recorder's Office, Franklin County, Ohio, and being more particularly described as follows: Beginning for reference at a found stone, said stone being the northwest corner of Tract 2, also being recorded in Deed Volume 3558, Page 26, and standing in the name of Frederick B. Hill, said stone also being the northeast corner of a certain 60.00 acre tract of land in the name of Concrete Construction Company, and found recorded in Deed Volume 3133, Page 8 in the Franklin County Recorder's Office. Thence with the West line of Tract 2, South 02° 56' 51" West, a distance of 1626.70 feet to a found stone in the northeast corner of the above mentioned Tract 1 and also being the southwest corner of Tract 2. Thence South 2° 56' 51" West, a distance of 587.97 feet to an iron pin in the west line of Tract 1, said iron pin being the true place of beginning for this description. Thence South 87° 57' 36" East, a distance of 1157.88 feet (passing an iron pin at 1127.88 feet) to a "PK" nail in the centerline of Haughn Road, said "PK" nail also being in the west line of Tract 1. Thence with the centerline of Haughn Road, South 02° 15' 12" West, a distance of 200.00 feet to a "PK" nail. Thence North 87° 57' 36" West, a distance of 1160.31 feet (passing an iron pin at 30.00 feet) to an iron pin in the west line of Tract 1. Thence North 02° 56' 51" East, a distance of 200.02 feet to the true place of beginning containing 5.3218 acres, more or less.

Permanent Parcel Number: 160-002611-00
Prior Instrument Number: 201710270150972
Address: 5873 Haughn Road
Grove City, Ohio 43123

ALL OF
(160)
002611

DESCRIPTION VERIFIED
CORNELL R. ROBERTSON P.E., P.S.
BY: JPM
DATE: 10/25/2021

C-48-22

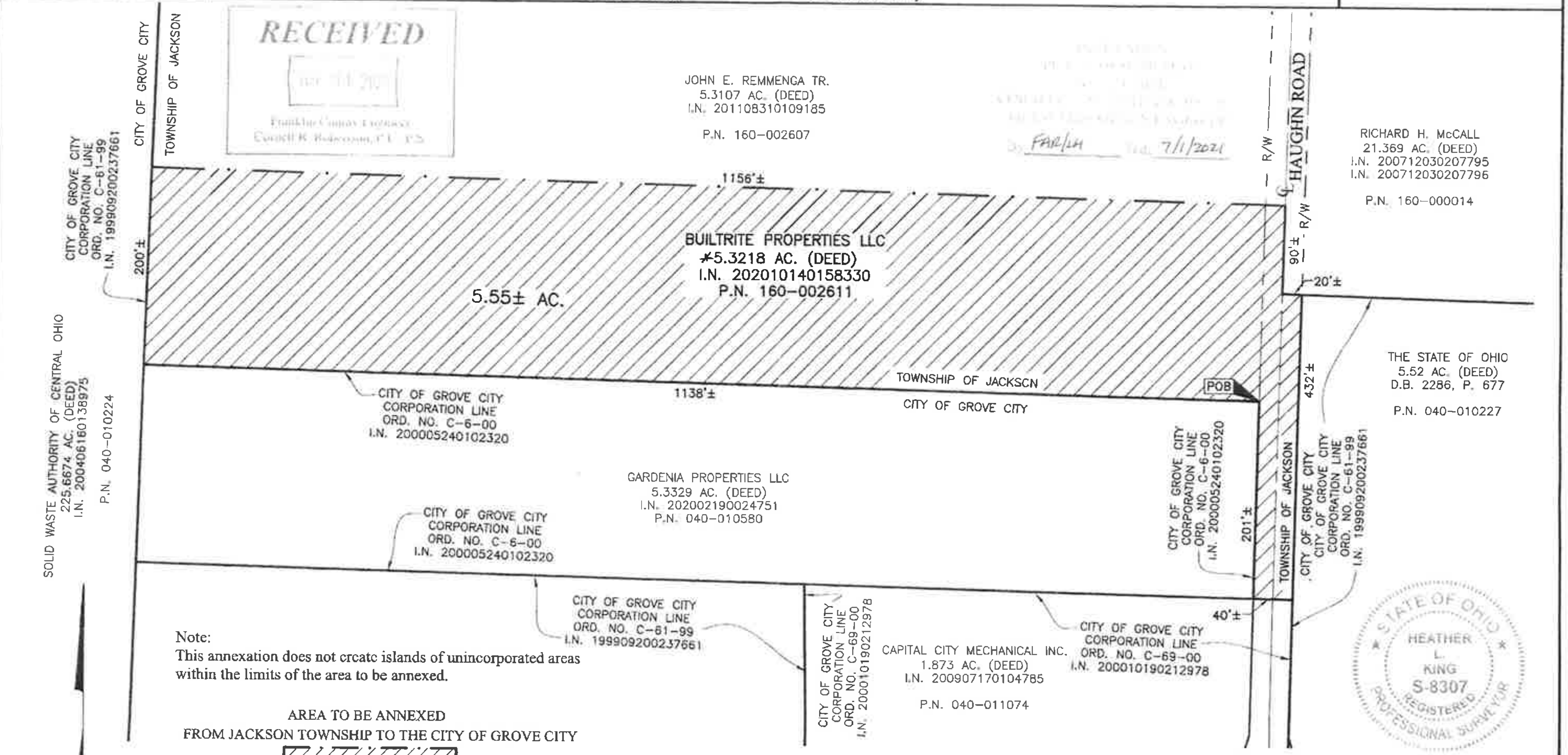
EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

PROPOSED ANNEXATION OF 5.55± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434

TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 23, 2021
Scale:	1" = 100'
Job No:	2021-0559
Sheet No:	1 of 1



Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

0 100
SCALE (in feet)

PROPOSED CITY OF GROVE CITY CORPORATION LINE

EXISTING CITY OF GROVE CITY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 3277 feet, of which 2011 feet is contiguous with the City of Grove City by Ordinance Number C-6-00, Ordinance Number C-69-00 and Ordinance Number C-61-99, giving 61% perimeter contiguity.

By [signature] 6/30/21
Heather L. King
Professional Surveyor No. 8307
hking@emht.com
Date

STATE OF OHIO HEATHER L. KING S-8307 REGISTERED PROFESSIONAL SURVEYOR

Date: 08/03/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved:
Emergency: ___ 30 Days: X
Current Expense:

No.: C-53-22
1st Reading: 08/15/22
Public Notice: 08/16/22
2nd Reading: 09/06/22
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

ORDINANCE C-53-22

AN ORDINANCE TO ACCEPT THE PLAT OF AUTUMN GROVE, SECTION 5 LOCATED AT RISHEL ST & BELLE APPLE DR

WHEREAS, Autumn Grove, Section 5, a subdivision containing lots 164 – 217 inclusive, and areas designated as Reserve "F" & "G" has been submitted to Council for their consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Plat of Autumn Grove, Section 5, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1383, containing 25.532 acres of land, more or less. Said 25.532 acres being part of that tract of land conveyed to Autumn Grove, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 08-30-22	No.: C-58-22
Introduced By: Mr. Schottke	1st Reading: 09/06/22
Committee: Lands	Public Notice: 09/07/22
Originated By: Mr. Smith	2nd Reading: 09/19/22
Approved:	Passed: ____ Rejected: ___
Emergency: ___ 30 Days: X	Codified: ___ Code No: ___
Current Expense:	Passage Publication: ____

ORDINANCE C-58-22

AN ORDINANCE TO REPEAL ORDINANCE C-12-21 AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AN AUTOMOTIVE DEALERSHIP FOR GIBBY'S AUTO EXCHANGE LOCATED AT 3422 MILL STREET

WHEREAS, City Council first approved a Special Use Permit for Gibby's Auto Exchange at 3422 Mill Street on 02/03/20, with a stipulation that the Special Use be effective for one (1) year from the date of approval, through Ord. C-02-20; and

WHEREAS, upon a recommendation of approval by the Planning Commission of the City of Grove City, City Council granted approval for a full Special Use Permit to Gibby's Auto Exchange effective May 5, 2021 through Ord. C-12-21; and

WHEREAS, that grant of a Special Use Permit was contingent upon a stipulation that prohibited the outdoor storage of vehicles, vehicular parts, related supplies, tools and materials; and

WHEREAS, the City performed an inspection of the Special Use Permit premises on August 16, 2022, documented violations of the stipulation, notified the Special Use Permit holder of the violations, and granted ten (10) days to correct the violations; and

WHEREAS, the ten (10) day period for corrections has passed without remedy of the violations and Section 1135.09(b)(F)(2)(d) of City of Grove City Code states that a Special Use Permit may be revoked when any condition of approval is violated, and the holder of the permit fails to correct the violations upon notice provided by the Chief Building and Zoning Official.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council finds that the Special Use Permit holder violated the terms of approval for the Special Use Permit, received the requisite notice of said violations from the City, and failed to remedy those violations in a timely manner.

SECTION 2. The Special Use Permit granted by Ordinance C-12-21 is hereby repealed and use of the property consistent with the special use is hereby prohibited.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Date: 08/03/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: ___ 30 Days: ___
Current Expense: ___

Postponed to 9/6

No.: CR-48-22
1st Reading: 08/15/22
Public Notice: ___
2nd Reading: ___
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

RESOLUTION NO. CR-48-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BUILTRITE PROPERTIES LLC LOCATED AT 5873 HAUGHN ROAD

WHEREAS, on August 02, 2022, the Planning Commission recommended approval of the Development Plan for Builtrite Properties LLC, with the following stipulations:

1. A variance to Section 1137.11 shall be obtained through the Board of Zoning Appeals to allow for the proposed gravel driveway and parking lot associated with the pole barn along the west side of the site.
2. Additional architectural elements shall be added to the east elevation of the primary building including increasing the height of the brick veneer and adding additional windows.
3. The dumpster enclosure shall be modified to comply with the requirements of Section 1136.08, including being fully enclosed and utilizing the same materials as the primary building with supplemental landscaping.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Development Plan for Builtrite Properties LLC located at 5873 Haughn Road, contingent upon the stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

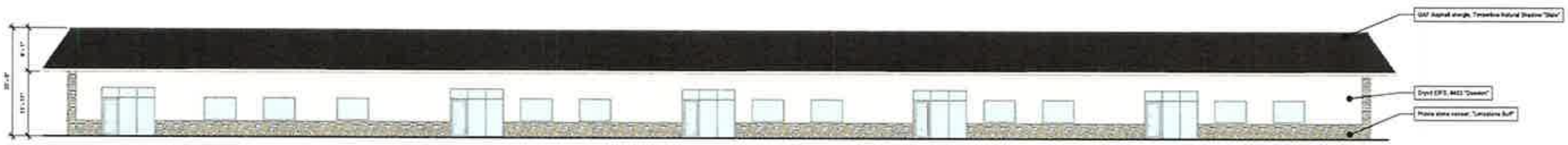
I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

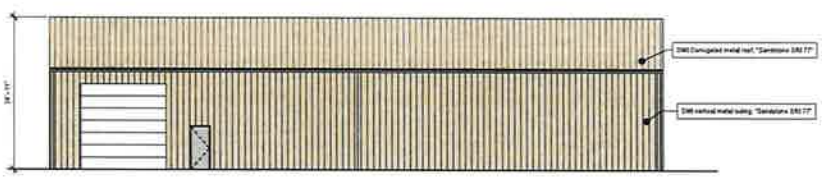
2 Office - East Elevation

1 Office - West Elevation

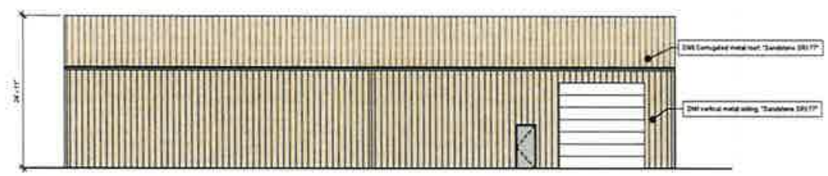
3 Office - North Elevation



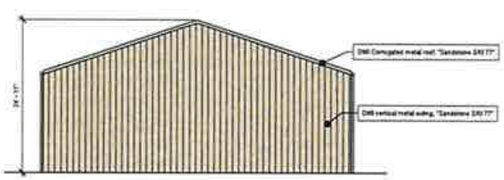
4 Office - South Elevation



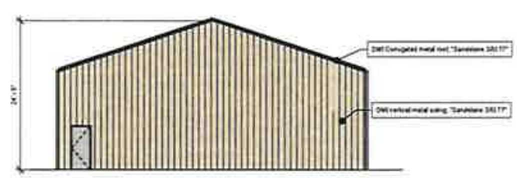
6 Storage - East Elevation



5 Storage - West Elevation



8 Storage - South Elevation



7 Storage - North Elevation

Builtrite Elevations

Revised 8/30/22

SCHOOLEY CALDWELL

Date: 08-03-22	No.: C-56-22
Introduced By: Ms. Houk	1st Reading: 08/15/22
Committee: Service	Public Notice: 08/16/22
Originated By: Mr. Vedra	2nd Reading: 09/06/22
Approved: Mr. Boso	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:__________	Passage Publication:

ORDINANCE C-56-22

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH JACKSON TOWNSHIP FOR FIRE HYDRANT MAINTENANCE

WHEREAS, the City and Township desire to clarify each parties obligations regarding the maintenance and repair of the fire hydrants located in the City; and

WHEREAS, because the Agreement exceeds twelve (12) months, it must be approved by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. City Council hereby authorizes the City Administrator to execute a new multi-year Fire Hydrant Maintenance Agreement with Jackson Township upon the terms and conditions set forth in Exhibit A.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-56-22

AGREEMENT

Agreement to provide fire hydrant maintenance and repair ("Agreement") between Jackson Township ("Township") and the City of Grove City ("City") is made and entered into on the _____ day of ______________, 2022, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

WHEREAS, the City and Township desire to clarify each parties obligations regarding the maintenance and repair of the fire hydrants located in the City; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

I. The City shall be solely responsible, at its sole cost and expense, for repairing all public fire hydrants located in the City to keep them in working order. For the City to fulfill its obligations herein, the Township shall transfer all supplies, parts, supplies, equipment, and fire hydrant repair truck to the City.

II. The Township shall be solely responsible, at its sole cost and expense, for the following:

- Yearly flushing and pumping all public fire hydrants.
- Painting all fire hydrants on an as needed basis.
- All fire hydrants are in-service and repairs completed before the transfer of responsibility.
- Submit requests for hydrant repair to the City through the Service Request Center (SRC).

III. The City and Township shall each have sole discretion and oversight in determining the appropriate allocation of their respective equipment, personnel and all other resources for the obligations in this Agreement.

IV. This Agreement shall be and remain in full force and effect from the date hereof and until December 31, 2047, unless otherwise terminated earlier by the parties.

V. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.

VI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.

VII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.

VIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

IN WITNESS WHEREOF, the City of Grove City and Jackson Township have set their hands by their authorized representatives the day and year first written above.

CITY OF GROVE CITY, OHIO	**JACKSON TOWNSHIP, OHIO**
________________________	________________________
Charles W. Boso, Jr. City Administrator	Shane Farnsworth Township Administrator
Approved as to form:	Approved as to form:
________________________	________________________
Stephen J. Smith, Law Director	

Date: 08/15/22	No.: C-57-22
Introduced By: Mr. Holt	1st Reading: 08/15/22
Committee: Finance	Public Notice: 08/16/22
Originated By: Clerk	2nd Reading: 09/06/22
Sponsor:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-57-22

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF VARIOUS SIDEWALKS IN THE CITY OF GROVE CITY, OHIO

WHEREAS, this Council did, on the 07TH day of June, 2021 duly adopt Resolution No. CR-30-21 declaring the necessity of constructing certain sidewalks in front of properties abutting Blankner Drive, Devin Road and Parlin Avenue, in accordance with Ohio Revised Code Section 729; and

WHEREAS, the City of Grove City has subsequently constructed that portion of such sidewalks which were not constructed by the owners of the property abutting thereon; and

WHEREAS, a list of the estimated assessments of the total cost of said construction, and that portion being paid by the City, has been prepared and placed on file in the office of the Clerk of this Council; and

WHEREAS, notice was published in accordance with State Law and no objections were filed with respect to the estimated assessments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The list of estimated assessments of the cost of constructing certain sidewalks in the City of Grove City, Ohio as provided for in said Resolution CR-30-21 heretofore reported to this Council and now on file in the office of the Clerk of this Council, and aggregating in the amounts as shown on the attached exhibit for the sidewalks be and the same hereby are adopted and confirmed.

SECTION 2. The several amounts of said assessments, as foresaid, be and the same hereby are assessed and levied upon the lots and lands bounding and abutting upon said improvements.

SECTION 3. It is hereby determined that said assessments, as aforesaid, do not exceed the special benefits resulting from said improvements and do not exceed any statutory limitation.

SECTION 4. The Clerk of this Council be and she hereby is authorized and directed to continue on file in her office a list of said assessments and the description of said lots and lands.

SECTION 5. The total assessment against each lot and parcel of land shall be payable in cash to the Director of Finance of said City within thirty days after the passage of this ordinance, or, at the option of the property owner, assessed in twenty (20) annual installments. All assessments and installments thereof which have not been paid at the expiration of said thirty-day period shall be certified by the Clerk of this Council to the County Auditor to be placed by him on the tax duplicate and collected at the same time and in the same manner as other taxes are collected, as provided by law.

SECTION 6. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the passage of this ordinance to be published in the manner provided by law.

SECTION 7. The Clerk of this Council be and she hereby is authorized and directed to cause notice of the levy of these assessments herein provided for to be filed with the County Auditor within forty-five days following the passage of this ordinance.

SECTION 8. This Legislative Authority hereby finds and determines that all formal actions taken relative to the adoption of this ordinance were taken in an open meeting of this legislative authority, and that all deliberations of this legislative authority and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 9. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-57-22

EXHIBIT A

2021 SIDEWALK PROGRAM
PROPERTY SUMMARY
FINAL COST OF SPECIAL ASSESSMENT

Address	Parcel ID	***Total Assessment*** **(Resident) Construction Cost**
2851 BLANKNER DR	040-003597	***$ 1,766.51***
2769 BLANKNER DR	040-004480	***$ 4,840.24***
3477 DEVIN RD	040-003604	***$ 2,791.30***
2861 BLANKNER DR	040-003596	Property Removed from Program
3520 DEVIN RD	040-003468	***$ 1,592.64***
3514 DEVIN RD	040-003469	***$ 1,204.00***
3508 DEVIN RD	040-003470	***$ 1,209.38***
3502 DEVIN RD	040-003471	***$ 1,477.40***
3494 DEVIN RD	040-003472	***$ 1,469.06***
3488 DEVIN RD	040-003473	***$ 1,529.34***
3480 DEVIN RD	040-003474	***$*** ~~***482.33***~~ Paid 8/24
2783 BLANKNER DR	040-003475	***$ 3,146.83***
2786 BLANKNER DR	040-003476	***$ 3,976.87***
3450 DEVIN RD	040-003477	***$ 1,563.44***
3442 DEVIN RD	040-003478	***$ 1,757.49***
3436 DEVIN RD	040-003479	***$ 1,766.09***
3430 DEVIN RD	040-003480	***$ 1,660.83***
3422 DEVIN RD	040-003481	***$ 1,672.49***
3414 DEVIN RD	040-003482	***$ Paid by Property Owner***
3408 DEVIN RD	040-003483	***$ 1,684.57***
3402 DEVIN RD	040-003484	***$ 1,532.08***
3394 DEVIN RD	040-003485	***$ 1,884.73***
3384 DEVIN RD	040-003486	***$ 1,838.79***
3378 DEVIN RD	040-003487	***$ 1,752.06***
3370 DEVIN RD	040-003488	***$ 1,788.63***
3371 DEVIN RD	040-003515	***$ 1,795.46***
3379 DEVIN RD	040-003516	***$ 1,436.19***
3385 DEVIN RD	040-003517	***$ 1,700.31***
3393 DEVIN RD	040-003518	***$ 2,278.75***
3401 DEVIN RD	040-003519	***$ 1,613.95***

Address	Parcel ID	*Total Assessment* (Resident) Construction Cost	
3409 DEVIN RD	040-003520	*$*	*1,719.06*
3415 DEVIN RD	040-003521	*$*	*1,192.50*
3423 DEVIN RD	040-003522	*$*	*541.87*
3429 DEVIN RD	040-003523	*$*	*1,624.03*
3435 DEVIN RD	040-003524	Property Removed from Program	
3443 DEVIN RD	040-003525	*$*	*1,170.90*
3453 DEVIN RD	040-003526	*$*	*3,670.97*
2812 BLANKNER DR	040-003527	*$*	*1,783.07*
2818 BLANKNER DR	040-003528	*$*	*1,545.16*
2826 BLANKNER AV	040-003529	*$*	*1,606.64*
2834 BLANKNER AV	040-003530	Property Removed from Program	
2844 BLANKNER DR	040-003531	*$*	*1,376.90*
2843 BLANKNER RD	040-003598	*$*	*1,571.25*
2837 BLANKNER DR	040-003599	*$*	*1,075.00*
2831 BLANKNER DR	040-003600	*$*	*1,430.44*
2825 BLANKNER DR	040-003601	*$*	*1,743.94*
2811 BLANKNER DR	040-003603	*$*	*1,409.92*
3493 DEVIN DR	040-003605	*$*	*2,385.76*
3561 DEVIN RD	040-003838	*$*	*3,396.94*
3538 DEVIN RD	040-003844	*$*	*1,711.05*
3552 DEVIN RD	040-003846	*$*	*800.98*
3562 DEVIN RD	040-003847	*$*	*4,840.84*
3517 DEVIN RD	040-003467	*$*	*4,283.68*
3539 DEVIN RD	040-003840	*$*	*1,357.36*
3533 DEVIN RD	040-003841	*$*	*1,523.45*
3527 DEVIN RD	040-003842	*$*	*1,575.81*
3530 DEVIN RD	040-003843	*$*	*2,351.97*
3544 DEVIN RD	040-003845	*$*	*723.60*
3547 DEVIN RD	040-003839	*$*	*945.00*
2787 PARLIN DR	040-003489	*$*	*4,885.16*
2811 PARLIN DR	040-003514	*$*	*4,660.34*
2856 BLANKNER DR	040-003532	*$*	*3,831.35*
2770 BLANKNER DR	040-004481	*$*	*3,928.43*
2819 BLANKNER DR	040-003602	*$*	*1,715.00*

Date: 08/29/22	No.: CR-59-22
Introduced By: Mr. Holt	1st Reading: 09/06/22
Committee: Finance	Public Notice: 09-07-22
Originated By: Mr. Boso	2nd Reading: 09-19-22
Approved: Mr. Holt	Passed:____ Rejected:
Emergency:___ 30 Days:___	Codified:___ Code No:
Current Expense:_________	Passage Publication:

ORDINANCE C-59-22

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO CONTRACTS WITH QUADIENT FOR POSTAGE MACHINES

WHEREAS, the City's existing contracts with Pitney Bowes for the postage machine at City Hall will expire in December of 2022 and the one at the Police Division has expired ; and

WHEREAS, the City has received a quote for replacement postage machines from Quadient; and

WHEREAS, the contract is for a term of sixty (60) months; and

WHEREAS, because the contract term exceeds twelve (12) months, it must be approved by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Council hereby authorized the City Administrator to execute the agreements with Quadient more fully described in Exhibit A.

SECTION 2. This Ordinance shall tax effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
Resolution is correct as to form.

Stephen J. Smith, Director of Law

C-59-22
Exhibit A

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSPO 16-169901
and / or
State Participating Addendum (PA) #:
#GPC016 RS902318 (OH)

Customer

Organization	City of Grove City			
DBA				
Address	4035 Broadway			
City State Zip	Grove City		OH	43123
Phone	(614) 277-3025	**Fax**		

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882			
Attention	Government Sales DUNS# 150836872			
Address	478 Wheelers Farms Rd			
City State Zip	Milford		CT	06461
Phone	(866) 448-0045	**Fax**	(203) 301-2600	

Ship To

Organization	City of Grove City			
Attention	Richard Donnelly			
Address	4035 Broadway			
City State Zip	Grove City		OH	43123
Phone	(614) 277-3025	**Email**	rdonnelly@grovecityohio.gov	

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	$346.38	$20,782.80

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXWP10	IX Series 10 lb Weighing Platform
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge

1) **Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.**

2) **Payments will be sent to:**
Quadient Leasing USA Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682

3) **Send all correspondence to;**
Quadient Leasing USA Inc.
478 Wheelers Farms Rd
Milford CT 06461

Authorized by Date

Print Name Title

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSPO 16-169901
and / or
State Participating Addendum (PA) #:
#GPC016 RS902318 (OH)

Customer

Organization	City of Grove City			
DBA	Police Department			
Address	4035 Broadway			
City State Zip	Grove City		OH	43123
Phone	(614) 277-3025	**Fax**		

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882			
Attention	Government Sales DUNS# 150836872			
Address	478 Wheelers Farms Rd			
City State Zip	Milford		CT	06461
Phone	(866) 448-0045	**Fax**	(203) 301-2600	

Ship To

Organization	City of Grove City			
Attention	Mary Havener			
Address	3360 Park St			
City State Zip	Grove City		OH	43123
Phone	(614) 277-1709	**Email**	mhavener@grovecityohio.gov	

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	$346.38	$20,782.80

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXWP10	IX Series 10 lb Weighing Platform
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge

1) **Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.**

2) **Payments will be sent to:**
Quadient Leasing USA Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682

3) **Send all correspondence to;**
Quadient Leasing USA Inc.
478 Wheelers Farms Rd
Milford CT 06461

Authorized by ____________________ Date

Print Name ____________________ Title

Exhibit A

LEASE SCHEDULE No. Quadient Lease # once booked TO MASTER LEASING AGREEMENT (the "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER GPC016 RS902318

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 10/11/2017, between Quadient Inc, as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

   [___] **An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.**

   [X] **A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.**

   Name and Billing Address: **City of Grove City**

   4035 Broadway

   Grove City, OH 43123

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.

3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule GPC016 RS902318 currently in existence between Quadient Inc and the State of Ohio, dated 10/11/17.

Item No.	Quantity	Style	Description
1			See attached PO for part numbers
2			
3 etc.			

Property Location:
4035 Broadway Grove City, OH 43123

4. **Term: 60** months.

5. **Periodic Lease Payment Amount:** $1,039.14

6. **Lease Payment Frequency:** Quarterly [monthly, quarterly, annually]

7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: ____________; by 5:00 p.m., ________.

8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

9. **Assignment:** As provided in Section 24 of the Master Financing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Financing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

   Assignee: Quadient Leasing USA, Inc.
   478 Wheelers Farms Road
   Milford, CT 06461

10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.

11. This Schedule is subject to Review and Approval by Quadient Leasing USA, Inc..

ASSIGNMENT ACCEPTED BY Quadient Leasing USA, Inc.:

By: ____________________________________

For use only with State Agency Lease Schedules

This Schedule is subject to review and approval by the State of Ohio's Department of Administrative Services ("DAS") for state agencies under DAS superintending authority in accordance with Sections 125.021 and 125.041 of the Code. DAS review and approval is also to ensure that state agencies' purchases which are under DAS authority are made with a "Release and Permit" in accordance with Section 125.06 of the Code.

REVIEWED AND APPROVED BY THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

By:___________________________

Title:

Lessor: Quadient Inc
By
Printed Name:
Title:
Date:

Lessee: City of Grove City
By:
Printed Name:
Title:
Date:

Exhibit F

INSURANCE REQUIREMENTS

RE: Property Schedule No. Quadient lease number once booked between Organization (Lessee) and Quadient Inc. (Lessor), entered into pursuant to Master Leasing Agreement, dated 10/11/2017, between the State of Ohio, by the Department of Administrative Services and Quadient Inc (Lessor)

_X_ Per Section 18 of the Master Leasing Agreement, Lessor agrees that Lessee will self-fund replacement of the equipment in the event of a loss/damage to the equipment.

____ Per Section 18 of the Master Leasing Agreement, Lessor WILL require Lessee to maintain insurance on the Property subject to Property Schedule No. *(Quadient lease number once booked)* in the amounts shown below. A Certificate of Insurance from your insurer is required.

The Certificate should state that in the event the insurance coverage is reduced or cancelled, then 30 days prior to the effect of such event, the insurer will inform Quadient Inc. and its assigns of such reduction or cancellation in writing.

Lessor: Quadient Inc.
By:
Printed Name:
Title:
Date:

Lessee: City of Grove City
By:
Printed Name:
Title:
Date:

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

REQUIRED USE CONTRACT FOR: MAIL ROOM EQUIPMENT, SERVICES, AND SUPPORT

CONTRACT No.: RS902318

EFFECTIVE DATES: 10/12/17 to 05/14/19
*Renewal through 12/31/22

The State of Ohio Department of Administrative Services (DAS) agreed to participate in a cooperative contract for Mail Room Equipment, Services, and Support with Quadient Inc. which is administered by the State of Arizona, on behalf of the National Association of State Procurement Officials ValuePoint (NASPO). The State of Ohio has accepted an offer submitted in response to the State of Arizona Request for Proposal No. ADSPO16-169901 that opened on 11/15/16. The State of Arizona completed the evaluation of the proposal response(s). The Offeror listed herein was determined to be the highest-ranking Offeror by the State of Ohio. The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the Terms and Conditions, become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the state of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Signed: ______________________________

Kimberly C. Madden, Director   Date

*Indicates renewal through 12/31/22, per amendment 10.

TABLE OF CONTENTS

*Indicates the addition of the Prohibition of the Expenditure of Public Fund for Offshore Services and repagination, per amendment 10.

STATE OF OHIO

PARTICIPATING ADDENDUM

FOR

MAIL ROOM EQUIPMENT, SERVICES, AND SUPPORT

STATE OF ARIZONA MASTER PRICE AGREEMENT ADSPO16-169901

AS ISSUED BY THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO ValuePoint):

WSCA RFP

STATE OF OHIO CONTRACT# RS902318

PARTICIPATING ADDENDUM

1. Scope: This addendum covers the Mailroom Equipment, Supplies & Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The Master Agreement, ADSPO-169901 together with all its attachments and exhibits are hereby incorporated into this Participating Addendum.

2. Contract Term: The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. A Purchasing Entity may lease Products under this Participating Addendum by issuance of an Order. The Order shall survive the termination of this Participating Addendum and the Master Agreement. Upon the Purchasing Entity's acceptance of any required delivery or Acceptance Testing, the Acceptance Testing period shall end.

3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

*Contractor:

Name:	Kevin Warner
Address:	Quadient, Inc. 478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	(717) 364-5092
Email:	k.warner@quadient.com

Participating Entity

Name:	Megan Wampler
Address:	4200 Surface Road, Columbus, OH 43228
Telephone:	(614) 752-0032
Email:	Megan.Wampler@das.ohio.gov

5. Participating Entity Modifications or Additions to The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.
Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

Amendments to Contract Terms and Conditions: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the GPC Contract Terms and Conditions or Master Lease Agreement, the Amendment will prevail. The State of Ohio Group Purchasing Standard Contract Terms and Conditions become part of this contract and will be considered primary over the Master Agreement terms and conditions.

Contractor Revenue Share: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

6. Lease Agreements: Leasing shall be made available under this agreement. All Agencies should use the applicable exhibits of the State of Ohio Department of Administrative Services Master Lease Agreement to execute the leasing agreement. The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Ohio as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

   All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to Ohio Contract #GPC016 RS902318" (2) Your Name, Address, Contact and Phone Number.

9. Invoice Requirements: The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
   a. The Purchase order number authorizing the delivery of products or services.
   b. A description of what the Contractor delivered, including, as applicable, the time period, unit price, quantity, and total price of the products and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

10. Insurance: Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, as its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise states. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a $1,000,000 annual aggregate and a $500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. DAS-Procurement Services reserves the right to approve all levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

    If no submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with DAS-Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of DAS and shall contain a clause or endorsement within a reasonable timeframe with a written notice of cancellation, non-renewal or decrease in coverage will be given to DAS. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best unless otherwise approved by DAS.

*PROHIBITION OF THE EXPENDITURE OF PUBLIC FUND FOR OFFSHORE SERVICES: No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

PRICE SCHEDULE

The following link contains the pricing that was awarded for Quadient, Inc. on Master Price Agreement Number ADSPO16-169901:

WSCP-Quadient Awarded Pricing

*Indicates the addition of the Prohibition of the Expenditure of Public Fund for Offshore Services special term, per amendment 10.

CONTRACTOR INDEX:

CONTRACTOR:

135132
Quadient Inc.
478 Wheelers Farms Rd
Milford, CT 06461

CONTRACT NO.: RS902318

TERMS: Net 30 Days

DELIVERY: 30 Days ARO

CONTRACTOR'S CONTACT: Mr. Kevin Warner

Telephone: (717) 364-5092
E-mail: k.warner@quadient.com

CONTRACTOR:

91695
Quadient Leasing USA, Inc.
478 Wheelers Farms Rd.
Milford, Ct 06461

CONTRACT NO.: RS902318 -1

TERMS: Per Contract

DELIVERY: Per Contract

CONTRACTOR'S CONTACT: Mr. Kevin Warner

Telephone: (717) 364-5092
E-mail: k.warner@quadient.com

*Indicates repagination, per amendment 10.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
10	05/15/22	This amendment is issued to rescind the notice of expiration indicated in amendment 9. Additionally, this amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional eight (8) months, effective 05/15/22 through 12/31/22, to add the Prohibition of the Expenditure of Public Fund for Offshore Services special term, and to repaginate.
9	04/14/22	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 05/14/22. It will be replaced.
8	05/15/21	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 05/15/21 through 05/14/22. Additionally, this amendment is issued to update the Contractor's contact and address.
7	12/15/20	This amendment is issued to change the contractor's name from Neopost USA Inc. to Quadient, Inc. and Mailfinance Inc. to Quadient Leasing USA, Inc.
6	05/15/20	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 05/15/2020 through 05/14/2021. It is also issued to update the contact information for the contractor and the State.
5	05/15/19	This amendment is issued to correct the contract effective dates. Additionally, this amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 05/15/19 through 05/14/20. This amendment is also issued to update the contact information and address for NeoPost.
4	03/17/19	This amendment is issued to update the contact information for Neopost USA Inc and Mailfinance, Inc.
3	02/05/18	This amendment is issued to add Mailfinance, Inc. as a dealer to this contract effective, February 05, 2018.
2	01/30/18	This amendment is issued to permit the purchase of OMS 500 Software and Licenses from the current pricelist, effective 01/30/18.
1	11/17/17	This amendment is issued to change the contract format in its entirety and to notify that Exhibit D of the Master Lease Agreement is to be stricken from this contract, effective with all orders on or after 11/17/17.

*Indicates repagination, per amendment 10.

Awarded Categories	Product Line	Part #	Description	MSRP	Discount Level	NASPO Price	Point of Sale Maintenance-Standard	Point of Sale Maintenance-Premier
Integrated Postal Scales	Scales	IXDS7	Dynamic Weighing Platform (IX Series 7/7PRO bases only)	$ 5,315	35%	$ 3,455	$ 696	$ 792
Integrated Postal Scales	Scales	IXWP10	iX Series 10 lb Weighing Platform	$ 1,620	35%	$ 1,053	$ 216	$ 240
Mailing Systems, Med Volume	iX Mailing System	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Catch Tray and Ink Cartridge	$ 6,665	35%	$ 4,332	$ 864	$ 996
Postage meters	Postage Meters Rentals	ERR Kits IX5AF, IX7, IX7PRO, IX9, IS5500	ERR Feature and Activation Kit Required w/ ISSP35	$ 495	0%	$ 495	$ 48	n/a
				$ 14,095		$ 9,335.00	$ 1,824	

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES

GROUP PURCHASING STANDARD CONTRACT TERMS AND CONDITIONS

I. CONTRACT TERM PROVISIONS:

A. **APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and the State will have no further obligation to make any payments and will be released from its obligations on the date funding expires.

B. **OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

1. All statutory provisions under the O.R.C., including Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. **TERMINATION / SUSPENSION.**

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.

   a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.

   b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.

   c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.

   d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.

   e. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

   f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment Contract with which the Contractor is current.

   g. **Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

h. **Termination for Failure to Retain Certification.** Pursuant to O.R.C. Section 125.081, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any supplies or products that the Contractor has delivered or services rendered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for the services, products or supplies, with the invoice reflecting the amount determined by the State to be owing to the Contractor.

j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any services completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.

2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

   In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

   The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipts of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

A. **ACTUAL DAMAGES**. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

B. **LIQUIDATED DAMAGES**. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the services, products or supplies that is the subject of the default, for every day that the default is not cured by the Contractor.

C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE**. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

A. **INVOICE REQUIREMENTS**. The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.
2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36). If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

B. **PAYMENT DUE DATE.** Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with O.R.C. Section 126.30.

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. Section 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

B. **GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No services, products or supplies will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices attached.
4. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any products or supplies delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in products or supplies in which title does not pass to the State.

If any services of the Contractor or any products or supplies fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

C. **INDEMNITY.** The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where the State has modified or misused the products or supplies and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the products or supplies so that is no longer infringing.
2. Replace products or supplies with an equivalent or better item.
3. Acquire the right for the State to use the infringing products or supplies as it was intended for the State to use under this Contract; or
4. Remove the products or supplies and refund the fee the State paid for the products or supplies and the fee for any other products or supplies that required the availability of the infringing products or supplies for it to be useful to the State.

D. **LIMITATION OF LIABILITY.** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

V. GENERAL PROVISIONS:

A. AMENDMENTS. No amendment or modification of this Contract will be effective unless it is in writing and issued by DAS.

B. ANTITRUST ASSIGNMENT TO THE STATE. Contractor assigns to the State of Ohio, through DAS-Procurement Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

C. ASSIGNMENT / DELEGATION. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

D. AUDITS. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor shall, for each subcontract in excess of two thousand five hundred ($2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

E. CONFIDENTIALITY. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

F. CONTRACT CONSTRUCTION. This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.

G. CONTRACTOR DISCLOSURE: LOCATION OF SERVICES, DATA. As part of this Contract, Contractor shall disclose the following:

1. The location (s) where all services will be performed; and
2. The location(s) where any state data applicable to the contract will be maintained or made available; and
3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

H. **DRUG FREE WORKPLACE**. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

I. **EQUAL EMPLOYMENT OPPORTUNITY**. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website http://business.ohio.gov/efiling/. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx

J. **FORCE MAJEURE**. If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

K. **GOVERNING LAW / SEVERABILITY**. This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

L. **HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

M. **NOTICES**. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.

N. **ORDER OF PRIORITY**. If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

O. **PUBLICITY**. The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without prior, written consent of the State.

P. **STRICT PERFORMANCE**. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

Q. **SUBCONTRACTING**. The State, through DAS-Procurement Services, recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through DAS-Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor. All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Contractor will cause all subcontractors to be bound by the Terms and Conditions and specifications of the contract. The Contractor will be the sole point of contact with regard of all contractual matters.

R. **SURVIVORSHIP**. All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

S. **TAXES**. The State is exempt from all state and local taxes and does not agree to pay any taxes.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

S-1. Contract Orders. Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

S-2. Compensation. In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete a Vendor Information Form and IRS W-9 Form. The completed original form should be mailed to Vendor Maintenance, Ohio Shared Services. Information on submitting appropriate documents is available athttp://supplier.obm.ohio.gov/Info/training.aspx

S-3. Ohio Payment Card. Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed $2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the DAS-Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

S-4. Requirements Contract. The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the participating state agencies. DAS may allow a participating state agency to purchase supplies or services identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions apply:

(A) The supplies or services to be purchased were not anticipated by DAS at the time this Contract was bid and the supplies or services are required in a large quantity;
(B) The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract; or
(C) The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

S-5. F.O.B. The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

S-6. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-7. Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

S-8. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a $1,000,000.00 limit.

S-9. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a $1,000,000 annual aggregate and a $500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. DAS-Procurement Services reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with DAS-Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of DAS and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to DAS. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best unless otherwise approved by DAS..

S-10. Quality Assurance. At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of the testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.

S-11. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at http://obm.ohio.gov/StateAccounting/edi/

S-12. Usage Reports. At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the DAS-Procurement Services. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information as requested by the DAS- Procurement Services. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

S-13. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The Bidder acknowledges to have read, understood, and agrees to this Policy.

(A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

(B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval form the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

S-14. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-Procurement Services and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

S-15. Expenditure Of Public Funds For Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached Contractor/Subcontractor Affirmation and Disclosure form 5.2.8 to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

S-16. Ohio Ethics. Contractor represent that it and its employees engaged in the administration or performance of the Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

S-17. Contract Compliance. The participating state agency will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications for the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the contractor fails to rectify the infraction(s), the agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s).

S-18. Independent Contractor Acknowledgement. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the state of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this contract complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable provided under this contract shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

S-19. ORC 9.76(B). Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

Date: 08/29/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Schottke
Approved:
Emergency: ___ 30 Days: X
Current Expense:

No.: C-60-22
1st Reading: 09/06/22
Public Notice: 09/07/22
2nd Reading: 09/19/22
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE NO. C-60-22

AN ORDINANCE TO AMEND SECTION 121.01 OF THE CODIFIED ORDINANCES TITLED COUNCIL SALARY

WHEREAS, Section 2.04 of the Charter provides that the Council may, by ordinance, provide a different rate of salary for council members; and

WHEREAS, the last ordinance to set a different salary was Ord. C-92-15, which stated the annual salary of each member of Council shall be eleven thousand dollars ($11,000.00) and the President shall receive eleven thousand five hundred dollars ($11,500.00) payable in twelve monthly installments; and

WHEREAS, due to the increase in the duties and activities of the council members, it is necessary and proper to compensate them for the time so expended and for the responsibility of carrying out the duties of their office, however, according to Section 2.04 of the Charter of the City, no increase in salary may be paid to any member during the term which is being served. Therefore, any increase will not take place until 2024; and

WHEREAS, on November 07, 2017, the voters of Grove City amended the number of Council Members to seven (7), which will begin in January, 2024 – creating a new dynamic to the local legislature.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Section 121.01(a) of the Codified Ordinances of the City is hereby amended to read:

(a) The annual salary of each member of Council, whether elected or appointed, shall be ~~eleven~~ **sixteen** thousand dollars ($~~1~~**6**,000.00) payable in twelve monthly installments.

SECTION 2. Section 121.01(b) of the Codified Ordinances of the City is hereby amended to read:

(b) The annual salary for the President of Council shall be ~~eleven~~ **sixteen** thousand five hundred dollars ($~~1~~**6**,500.00) payable in twelve monthly installments.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

____
Ted A. Berry, President of Council

Passed:
Effective:

____
Richard L. Stage, Mayor

Attest:
____
Tami K. Kelly, MMC, Clerk of Council

Date:	08-29-22	No.:	C-61-22
Introduced By:	Mr. Holt	1st Reading:	09/06/22
Committee:	Finance	Public Notice:	09/07/22
Originated By:	Mr. Boso	2nd Reading:	09/19/22
Approved:	Mr. Holt	Passed: ____ Rejected:	
Emergency: ___ 30 Days:	X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-61-22

AN ORDINANCE TO MAKE AMENDMENTS TO SECTION 161.11 OF THE CODIFIED ORDINANCES TITLED TUITION REIMBURSEMENT PROGRAM

WHEREAS, historically the City has offered tuition reimbursement to its full-time employees; and

WHEREAS, the City wishes to expand this benefit to include its part-time employees.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Section 161.11 is hereby amended, in part, as follows:

161.11 TUITION REIMBURSEMENT PROGRAM.

(a) Approval of Coursework. All full-time **and part-time** ~~regular~~ employees ~~serving in full-time positions~~ shall be eligible to participate in the City's Tuition Reimbursement Program. Under this program, each employee shall be eligible for a maximum of five thousand dollars ($5,000) in reimbursement per calendar year for tuition, and books, in courses of instruction voluntarily undertaken. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job- related degree program but which are still job-related. In addition, only coursework provided by a recognized institution (e.g. college, university, community college, post-secondary technical school, etc.) shall be eligible for reimbursement under this program. No reimbursement shall be approved for correspondence courses. Reimbursement shall include cost for all registration fees and textbooks.

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 08-29-22	No.: CR-52-22
Introduced By: Mr. Holt	1st Reading: 09/06/22
Committee: Finance	Public Notice: 0 / /22
Originated By: Mr. Boso	2nd Reading: 0 / /22
Approved: Mr. Holt	Passed:____ Rejected:
Emergency:___ 30 Days:____	Codified:___ Code No:
Current Expense:__________	Passage Publication:

RESOLUTION CR-52-22

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO MID-OHIO REGIONAL PLANNING COMMISSION FOR ATTRIBUTABLE FUNDING FOR THE SOUTHWEST AREA OVERPASS PROJECT

WHEREAS, the City of Grove City is responsible for the construction and maintenance of public infrastructure for the purpose of promoting prosperity, health, safety, and welfare of the general public; and

WHEREAS, the Southwest Area Overpass will establish significant thoroughfare connectivity between Interstate 71 and the proposed Southwest Regional Medical and Innovation Gateway; and

WHEREAS, the City of Grove City intends to further study, develop, and implement plans for this significant public infrastructure improvement; and

WHEREAS, this Council recognizes the merit of this improvement and is supportive of the MORPC application for funding assistance and authorizes the City Administrator to take actions necessary to receive funding and enter into any necessary agreements to secure said funding,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to apply for funding as described above.

SECTION 2. The City Administrator is authorized to enter into any agreements as may be necessary to obtain funding.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

____
Ted A. Berry, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
Resolution is correct as to form.

____
Stephen J. Smith, Director of Law

Date: 08-29-22	No.: CR-53-22
Introduced By: Mr. Holt	1st Reading: 09/06/22
Committee: Finance	Public Notice: 0 / /22
Originated By: Mr. Boso	2nd Reading: 0 / /22
Approved: Mr. Holt	Passed:____ Rejected:
Emergency:___ 30 Days:____	Codified:___ Code No:
Current Expense:__________	Passage Publication:

RESOLUTION CR-53-22

A RESOLUTION TO ACCEPT THE BIDS FOR THE BEULAH PARK PHASE 2 STRUCTURES AND WAIVE THE PROVISIONS OF SECTION 153.12 OF THE OHIO REVISED CODE

WHEREAS; under the Home Rule Amendment (Article XVIII, Section 7) to the Ohio Constitution, the City has adopted bidding rules and requirements that are different from State law; and

WHEREAS, following these requirements, the City bid the Beulah Park Phase 2 Structures; and

WHEREAS, the City received a single bid that was in excess of the ten percent limit over the engineers estimate under state law; and

WHEREAS, it is in the best interest of the City to accept the single bid for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City hereby accepts the bid received for the Beulah Park Phase 2 Structures attached here as Exhibit A.

SECTION 2. The provisions of Section 153.12 of the Ohio Revised Code are hereby waived.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

____
Ted A. Berry, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
Resolution is correct as to form.

____
Stephen J. Smith, Director of Law

CR-53-22

CITY OF GROVE CITY, OHIO

The Park at Beulah Phase 2 Structures

EMH&T JN: 2021-1377

Bids Received: Tuesday, August 9, 2022

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Elford, Inc. 1220 Dublin Road Columbus, Ohio 43215	
					Price	Extension	Price	Extension
Base Bid - West Pavilion and South Pavilion								
1	-	West Pavilion	1	L.S.	$ 1,526,000.00	$ 1,526,000.00	$ 2,340,750.00	$ 2,340,750.00
2	-	South Pavilion	1	L.S.	$ 428,000.00	$ 428,000.00	$ 780,250.00	$ 780,250.00
	*Contingency Items							
				BIDDER'S TOTAL FOR BASE BID =		$ 1,954,000.00		$ 3,121,000.00
				CORRECTED BIDDER'S TOTAL FOR BASE BID =		NA		NA

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Elford, Inc. 1220 Dublin Road Columbus, Ohio 43215	
					Price	Extension	Price	Extension
Alternate 1 - Finish Line Pavilion								
A-1	-	Finish Line Pavilion	1	L.S.	$ 175,000.00	$ 175,000.00	$ 340,000.00	$ 340,000.00
	*Contingency Items							
				BIDDER'S TOTAL FOR BASE BID =		$ 175,000.00		$ 340,000.00
				CORRECTED BIDDER'S TOTAL FOR BASE BID =		NA		NA

BY: Carly Montgomery

Carly Montgomery, PE

Evans, Mechwart, Hambleton & Tilton, Inc.

5500 New Albany Road

Columbus, OH 43054

Date: 08/29/22	No.: CR-54-22
Introduced By: Mr. Holt	1st Reading: 09/06/22
Committee: Finance	Public Notice:
Originated By: Mr. Boso	2nd Reading:
Approved: Mr. Holt	Passed: ____ Rejected:
Emergency: ___ 30 Days: ___	Codified: ___ Code No:
Current Expense: ________	Passage Publication:

RESOLUTION CR-54-22

A RESOLUTION AUTHORIZING THE CITY ADMINSTRATOR TO SEEK FINANCIAL ASSISTANCE FROM THE STATE CAPITAL IMPROVEMENT PROGRAM/LOCAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING OF THE COLUMBUS STREET IMPROVEMENTS PROJECT

WHEREAS, pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, pursuant to Section 164.06 of the Ohio Revised Code, the District Three Public Works Integrating Committee has been created to accept , evaluate and recommend applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, the City of Grove City has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for the capital infrastructure improvement project,

WHEREAS, the Columbus Street Corridor – between Dudley and Hoover Roads - is in need of improvements to support safe vehicular, pedestrian and bicycle traffic in conjunction with development along the project corridor.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the City of Grove City is planning to make capital improvements to Columbus Street, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, COUNTY OF FRANKLIN AND STATE OF OHIO, THAT:

SECTION 1: The City Administrator is hereby authorized to apply to District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure improvement project:

Columbus Street Improvements, between Dudley and Hoover Roads.

SECTION 2: The City Administrator is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3: This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
Resolution is correct as to form.

Stephen J. Smith, Director of Law