



**To:** Members of Dublin City Council

**From:** Dana L. McDaniel, City Manager

**Date:** October 5, 2021

**Initiated By:** Megan O'Callaghan, PE, Deputy City Manager/Chief Finance and Development Officer

Jean-Ellen Willis, PE, Deputy Director of Transportation and Mobility

J.M. Rayburn, Planner I

**Re:** Resolution 57-21 – Authorizing the City Manager to Enter into an Agreement with AARP Ohio and Accept Funding from the 2021 AARP Community Challenge Grant Program

## Summary

This memorandum provides an overview of a grant recently awarded to the City of Dublin from the American Association of Retired Persons (AARP) Ohio in order to construct a mobility hub at a site adjacent to the Senior Lounge at the Dublin Community Recreation Center (DCRC).

## Background

### *Mobility Hubs*

Mobility hubs designate a space to co-locate at least two modes of transportation, such as bike share and a Dublin Connector shuttle stop. They serve as a transfer point between the mobility options and as a landmark for orientation within the community. The Dublin Mobility Study Phase 2 recommended a series of mobility hub elements and typologies that could serve Dublin.

Consistent with this study, the proposed DCRC mobility hub is expected to incorporate the Dublin Connector Shuttle, dedicated bike share, micro-mobility vehicles, and bike loops as available mobility choices.

Staff presented mobility hub concepts to the Public Services Committee on May 3, 2021 and June 15, 2021 and received favorable feedback from the Committee. As a result, staff submitted a funding request for design and implementation of mobility hubs in 2022-2026 CIP. A total of \$125,000 is budgeted for mobility hubs in 2022 and \$325,000 in 2023.

### *Mobility Hub Implementation*

Dublin Staff has identified approximately 15 to 20 proposed locations for mobility hubs in Dublin. Four locations are being prioritized in ideal areas to introduce the concept to Dublin. Such places will combine significant opportunity to attract user activity with proximity to City or community facilities. The proposed locations for the first phase of implementation include the following:

1. DCRC
2. Parking garage adjacent to the Columbus Metropolitan Library – Dublin Branch
3. North Market Bridge Park
4. Frantz Road & Metro Place North

These locations were selected based feedback from the Public Services Committee in addition to ridership data from the Dublin Connector shuttle, proximity to community destinations, type of activities associated with each nearby destination, and grant opportunities. The DCRC was selected as the site of Dublin's inaugural mobility hub due to the AARP grant opportunity.

In order to expand the City’s investments in senior mobility options, Dublin staff submitted an application for \$20,000 in funding from the AARP Community Challenge grant program in order to purchase and install an accessible shuttle shelter at a site adjacent to the Senior Lounge at the DCRC. The AARP Community Challenge grant program favors quick-action projects usually ranging from \$500 to \$20,000 rather than funding ongoing programming. In addition to the shelter, the scope of proposed work includes the relocation of existing bike racks and modifications to an existing sidewalk by installing an ADA-compliant curb ramp for low-stress boarding and alighting from the Dublin Connector shuttle.

The final design of the proposed DCRC mobility hub will be completed by February 2022 and construction is anticipated in late spring 2022. The total cost of the DCRC mobility hub project is approximately \$100,000. Given the focus of the grant and the scope of proposed work, staff requested the highest amount of funding typically awarded, which is \$20,000.

Grant awards were announced by AARP on June 17, 2021. Dublin’s grant proposal was not selected for funding at the national level, but AARP Ohio notified Dublin staff on August 16, 2021 that the City was selected for a state-level grant at the requested amount of \$20,000. The proposed grant agreement by AARP Ohio specifies a project completion date of July 30, 2022.

The funds budgeted in 2022 in the CIP were intended to design four locations, while those included 2023 for mobility hubs were intended for construction. As previously stated, this grant award requires that the mobility hub at the DCRC be constructed by mid-summer 2022. In order to meet the terms of the grant, there are some funding and implementation changes required regarding assumptions used for this project in the CIP. Rather than using the \$125,000 reserved for design next year, Dublin will need to shift these funds for construction of the mobility hub at the DCRC. Staff will seek to design additional mobility hubs, including placemaking components, with any remaining funds. Staff will use this information to update and propose revisions to the 2023-2027 CIP next year.

#### *DCRC Mobility Hub – Details*

The proposed mobility hub at the DCRC is currently in the conceptual design phase and working toward detailed design. Staff will solicit feedback from the Public Services Committee and will request approval from the Planning & Zoning Commission of the proposal.

### **Figure 1**

Site of the proposed shelter and site improvements (shaded in yellow) at the DCRC.



**Figure 2**

Site showing proposed locations of ADA-compliant curb ramp (purple), relocated bike racks and new sidewalk (light pink) and shelter (yellow).



**Recommendation**

Staff recommends that City Council adopt Resolution XX-21 to accept the grant funding from AARP Ohio and authorize the City Manager to enter into an agreement with AARP Ohio.

**Attachment**

1. Community Challenge Grant Agreement – Dublin.pdf

# RECORD OF RESOLUTIONS

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30045

Resolution No. 57-21 Passed \_\_\_\_\_, 20\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AARP OHIO AND TO ACCEPT \$20,000 IN GRANT FUNDING FROM THE 2021 AARP COMMUNITY CHALLENGE GRANT PROGRAM**

**WHEREAS**, approximately 45 million Americans are age 65 or older. By 2030, that number will reach 73 million Americans. At that point, fully one in five Americans will be older than 65; and

**WHEREAS**, by 2034, the United States will — for the first time ever — be a country comprised of more older adults than of children; and

**WHEREAS**, AARP Ohio supports the efforts of neighborhoods, towns, cities and rural areas to be great places for people of all ages; and

**WHEREAS**, the City of Dublin and AARP Ohio believe that communities should provide safe, walkable streets; age-friendly housing and transportation options; access to needed services; and opportunities for residents of all ages to participate in community life; and

**WHEREAS**, the City of Dublin hereby agrees to cooperate with AARP Ohio for the purpose of transforming mobility options in Dublin for seniors and users of all ages through the creation of an accessible mobility hub located at the Dublin Community Recreation Center.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into the Grant Agreement with AARP Ohio, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Grant Agreement with AARP Ohio, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

Section 3. This Resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor – Presiding Officer

ATTEST:

\_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

### Grant Agreement

This MEMORANDUM OF UNDERSTANDING (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and **City of Dublin Ohio**, a municipality, located at 5555 Perimeter Drive – Dublin, OH 43017 (“Organization”). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

- 1. AARP Grant Terms and Conditions.** AARP shall provide Organization with grant funding of up to \$20,000 (“Grant Funds”) for the purpose of transforming mobility options for seniors through the creation of an accessible shuttle shelter, (“Goal”) so that Organization may perform the activities described herein between September 15, 2021 and July 30, 2022 (“Grant Period”). Payment shall be provided according to the schedule herein, and subject to the following terms and conditions:
  - a. Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below.
    - i.* A one-time payment of \$20,000.
  - b. Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively “Grant Activities”):
    - i.* Organization will purchase and install a shuttle shelter with seating (including handrails) next to the Senior Lounge at the Dublin Community Recreation Center.
    - ii.* Organization will install an ADA-compliant curb ramp next to the Senior Lounge at the Dublin Community Recreation Center.
    - iii.* Organization will purchase and install AARP branded signage on the shuttle shelter next to the Senior Lounge at the Dublin Community Recreation Center.
    - iv.* Organization will prominently display AARP branding on the shuttle shelter and will promote the grant award on the City’s website, various social media platforms and inside the Senior Lounge at the Dublin Community Recreation Center.
    - v.* Organization will collaborate with AARP as requested on externally-facing promotion and media efforts.
    - vi.* Organization shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Grant activities' location (s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Grant activities contemplated under this Agreement. Organization will notify AARP immediately if Organization fails to obtain the required permits and licenses prior to commencement of the Grant activities. A copy of any required permits or licenses shall be provided to AARP upon request.
    - vii.* Organization agrees that all Grant activities shall be conducted in accordance with CDC, state and local health regulations and agrees to create a documented approach for social distancing for all in-person Grant components.
  - c. Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within thirty (30) days of the expiration of the grant period, detailing all progress or achievement of the

activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period.

*d. Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.

2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.
3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on July 30, 2022. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the activities under this Agreement for the duration of the Grant Period.
7. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization

grants AARP a non-exclusive, royalty-free, world-wide, revocable license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.

8. **No Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
9. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) to the best of its knowledge, the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
10. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena, court order or pursuant to Ohio Revised Code Section 124.43. This section shall survive the expiration or termination of this Agreement.
11. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect. The parties agree that electronic and/or digital signatures are valid and enforceable.
12. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

**AARP**

Holly Holtzen  
State Director  
41 S. High Street, Ste 3550  
Columbus, OH 43215  
614-222-1510  
[hholtzen@aarp.org](mailto:hholtzen@aarp.org)

**Organization**

[Name]  
[Title]  
{Address}  
[City, State Zip]  
[Phone]  
[Email]

**ACCEPTED AND AGREED TO BY:**

**AARP**

**City of Dublin, Ohio**

By: Holly Holtzen

By: \_\_\_\_\_

Printed Name: Holly Holtzen

Printed Name: \_\_\_\_\_

Title: State Director

Title: \_\_\_\_\_

Date: 9/16/21

Date: \_\_\_\_\_