
Agenda

1. **Open Meeting**
2. **Pledge of Allegiance**
3. **Invocation**
4. **Roll Call**
5. **Minutes**

[June 19, 2024](#)

6. **Committee and Official Reports**

Civil Service Commission
Rules and Laws
Finance Committee
Planning Commission
Board of Zoning Appeals
Board of Health
Capital Improvements
O-K-I
Mayor's Report
Administrator's Report
Law Director's Report
Engineer's Report
Rental Program Committee
Urban Farming Special Committee

Mr. Coleman - Mrs. Darby - Mrs. McNear
Mr. Jacobs - Mr. Vanover
Mr. Vanover – Mrs. Webster
Mrs. Sullivan-Wisecup – Ms. McFarland
Mr. Gleaves - Mr. Jacobs
Ms. McFarland
Mrs. Sullivan-Wisecup
Mr. Anderson
Mayor Hawkins
Mr. Jones - Mr. Uhl
Mr. Braun
Mr. Riggs
Mr. Vanover
Ms. McFarland

7. **Communications**
8. **Communications from the Audience** *(Five minutes each speaker, Springdale Code §30.05)*
9. **Ordinances and Resolutions**

[ORDINANCE NO. 27-2024](#)

[AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION FOR PARTICIPATION IN THE ORPHAN RAIL CROSSING PROGRAM](#)

[ORDINANCE NO. 31-2024](#)

[AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH BRIAN C. UHL SETTING FORTH CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT AS CITY ADMINISTRATOR AND DECLARING AN EMERGENCY](#)

[ORDINANCE NO. 32-2024](#)

[AN ORDINANCE AMENDING CHAPTER 98.01 OF THE SPRINGDALE CODE OF ORDINANCES GOVERNING THE ENTERTAINMENT ADMISSION TAX IN THE CITY OF SPRINGDALE](#)

[RESOLUTION NO. R09-2024](#)

[A RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF SPRINGDALE FOR THE FISCAL YEAR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025](#)

[RESOLUTION NO. R10-2024](#)

[A RESOLUTION CONFIRMING STEVEN GALSTER TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE PLANNING COMMISSION FOR THE TERM ENDING NOVEMBER 30, 2027](#)

10. **Executive Session**
11. **Old Business**
12. **New Business**
13. **Meetings and Announcements**

14. Communications from the Audience *(Five minutes each speaker, Springdale Code §30.05)*

15. Recap of Legislative Items

16. Legislation in Development

17. Adjournment

City of Springdale Council

June 19, 2024

President of Council Anderson called Council to order on June 19, 2024.

The governmental body and those in attendance recited the Pledge of Allegiance.

Mayor Hawkins provided the Invocation.

Mrs. Browder took roll call. Council members Anderson, Gleaves, Jacobs, McFarland, Sullivan-Wisecup, Vanover, Webster were present.

The minutes of the May 15, 2024 meeting were considered. Mr. Vanover made a motion to accept the minutes; Mrs. Sullivan-Wisecup seconded. The minutes were approved with seven affirmative votes.

The minutes of the June 5, 2024 meeting were considered. Mr. Vanover made a motion to accept the minutes; Mrs. Sullivan-Wisecup seconded. The minutes were approved with seven affirmative votes.

Proclamation – Parks and Recreation Month

Mayor Hawkins read and presented Parks and Recreation Director, Charlie Wilson a proclamation recognizing Parks and Recreation Month.

Presentations – SOS Scholarship Winners

Ms. Webster: Hello, I'm Julie Webster. I'm the Treasurer of Springdale Offering Support. I'm here joined by Michelle Miller; she's a fellow SOS Board Member. So, we wanted to publicly present our two recipients, the two recipients that received the two \$1,500 scholarships. Our first recipient is Camryn Chambliss. She's been very active in the Key Club, National Spanish Honor Society, and the Student Equity Leadership Council. Camryn is going to UC (University of Cincinnati) in the fall, and, with that, I'd like to ask Camryn to please come up. (applause)

President Anderson: If you can hang out there for a second. Our cameraman is a minute behind. Thank you Brian (Uhl). (applause)

Ms. Webster: Our second recipient is a lifetime resident, Gavin Howell. He was very active with the Sailfish Swim Team, a lifeguard, a volunteer coach, and, his destination in the fall will be Ohio State University. (applause) Thank you very much.

President Anderson: Thank you, Ms. Webster. SOS does a lot of good in the community, so, we appreciate the opportunity to celebrate their scholarship winners with them. So, thank you for coming out tonight. We have a lot of regular business to cover too, so, don't feel obligated to stay for all of it, but, you're certainly welcome to watch to see "how the sausage is made".

Committee and Official Reports

Civil Service Commission

Mr. Coleman: Good evening Council. The Civil Service Commission did meet on June 6th in the Springdale Municipal Building, and present was myself, Mrs. Darby, Mrs. McNear, along with Ms. Morgan, the Human Resource Administrator here at the City of Springdale. Also attending was Public Works Director, Michael Huxsoll, which was a nice showing for him to be there, and to observe and to get a better understanding of what it is that Civil Service is doing. For my report, I'll start with the Finance Account Clerk position. That hiring process has concluded with the candidate beginning employment on June 10th. So, we're happy to see that as we move forward. The next item was the Patrol Officer. One candidate is scheduled to begin work on June 24th, and there's one additional conditional offer pending. The Police Clerk position, as a result of a refresh of a job posting. That refresh yielded an additional 41 candidates for the position. Following the interviews, one additional offer was made. Also, the Assistant Director of Public Works, a timeline was presented, and that timeline was approved by the Commission. This position was the result of the vacated position of Mr. Huxsoll, who is now our director of Public Works. So, that timeline was presented, and it was approved 3-0 by

City of Springdale Council

June 19, 2024

Mr. Coleman (continued): the Commission. And, lastly, I just wanted to make the public aware that because our next regularly scheduled meeting was to occur on July 4th, the decision was made by the Commission to move that meeting to July 11th. That concludes my report, unless there's any questions.

Rules and Laws

Mr. Jacobs

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No report

Finance Committee

Mr. Vanover: Reporting that General Fund beginning balance was \$8,733,669.41. Year to date receipts; \$11,284,412.85. Year to date expenditures; \$9,555,393.22, leaving us an unencumbered balance of \$9,222,757.13. That would complete my report.

Planning Commission

Mrs. Sullivan-Wisecup: Planning Commission met on June 11th. We had six people. Al Chang was unavailable; he was at a work conference. We had a very full night. We started off with the Springdale Lake PUD. It's a Preliminary Plan for Major Modifications of a bodega. It was something that was tabled a few months ago, and, they wanted to keep it on the table until our July 9th meeting, which we are. Then, we had Springdale Cinema Apartments. This was tabled from the meeting prior, and it was a Preliminary Plan and Map Amendment at 505 W. Crescentville Road. Milhaus came, and it was for 216 apartments, 96 townhomes, and, that was passed 4-2. That will be behind and kind of on the side of where Showcase Cinemas is now. It's the back parking lot, along the side of that. Then, on New Business, we had Springdale Lake Drive PUD Development Plan with Minor Modifications for Mallard Lakes Maintenance Garage. It failed 0-6. What they wanted to do was have a shed-like maintenance garage built, and, it was not going to be cohesive with the rest of the community; either Mallard Lakes or even the new community. It really wasn't in the same spirit of looking like them, so, we had gone ahead and voted that down, and they will be coming back, they said, with another plan. We had Cassinelli Square PUD. It was a Minor Modification for a Temporary Banner. It was on the old Toys R Us. It just said, "Leasing", and we passed that 6-0 to allow them to keep that up for a year. Then, we had Tri County Town Center PUD. It was a Minor Modification for Snowy Shaved Ice at 11711 Princeton Pike. It is going to be in the parking lot of Harbor Freight and places like that, and it's a small little snow cone place. And, it's going to be there during the summer months, and, that passed with a 6-0 vote. And, then, finally, we had the City of Springdale Zoning Code Amendment. It had a public hearing attached, and, it was for chickens. And, after a lot of discussion, and we did have a couple of people come and talk. It was decided to table it until we had a better idea of what was going to be in place with the new rules regarding the fowl husbandry and chickens in general. So, until we had a better idea of what was going to be going in place if we took this out, it was tabled. That was tabled 6-0. That sounds like it.

President Anderson: So, one question, or, there might be another one too after this. On the Zone text amendment request. That was a request that came from Council to remove a section from the Zoning Code after then Council to decide on. It came in two parts; this was independent of those other rules. My only question back to Planning is, is there a timeline that's required, it's my understanding for when those responses come back to Council in the Charter. I don't know if it's 45 or 90 days. I'd have to ask Mr. Braun, but, I just want to make sure that you have a plan to give a response back because I don't believe you can table that type of request. I think you have to give a response even if it's no action.

Mrs. Sullivan-Wisecup: We didn't have legal counsel there, and, from what was said, our Chairperson, and actually everyone on the Planning Commission felt very, very strongly that without anything to put in place, or, without any Step 2, we were getting rid of it, which, makes having chickens completely legal period. And, I think that people did not understand that. And, also, there was nothing to put back in, so, until we had more information as the Planning Commission, we didn't really have a choice here.

President Anderson: Just understand the Planning Commission can get back a "No" or incomplete answer back to Council because, they're still required to respond in that period of time. For what it's worth, for people who are not familiar, there are two sections where this type of thing are maintained for these domestic animals; things like chicken, fowl. There's a land-use portion of it, and then there's sections in the Zoning Code. This was just to address the Zoning Code Section, which I think requires a response, but, maybe, we don't need to do this here on the fly.

City of Springdale Council

June 19, 2024

President Anderson (continued): All I'm asking is that maybe have Planning check back in with Mr. Braun to make sure we're responding the way we should.

Mrs. Sullivan-Wisecup: Because it was pointed out by the Chairperson that this was in fact a land use so that would go under the Zoning Code. So that was why it was still in the Zoning Code, because it was a land use.

President Anderson: Maybe we can follow back up on that, unless, Mr. Braun has thoughts already. Mr. Vanover you had a question?

Mr. Vanover: Well, my only question was kind of tag team on that. Then, if the Zoning Amendment failed, wouldn't it revert back to the existing code that is in place right now until that becomes changed; correct?

President Anderson: Right, well, that's all things that we can discuss once we get the recommendation back from Planning. So, what was tabled was Planning's recommendation to removing it. Not whether or not it's good policy. I mean, that part of good policy is part of it. But, their recommendation back to Council; it doesn't change this part of the code. It's for Council to decide after that. And, those are good questions for what would happen, especially if Planning Committee said, "We're not comfortable doing this without a replacement.", then Council could certainly address that, I think is the process. Mr. Braun, did you have anything to add to that.

Mr. Braun: No. I would just say that they're making a recommendation, so, one of their recommendations could be, as you pointed out, we think there should be more information before this is approved.

Mrs. Sullivan-Wisecup: When it was brought up with our Chairperson, he had just basically said that it was a land use; that there was no reason for a recommendation, and, basically we had to table it because if it comes to Council, it becomes a political issue instead of a land use issue. That was his exact words. I don't agree or disagree with him. It was just what was said as his reasoning, and the rest of us were like, at the same time, I think we all felt until we knew what was happening next, it was kind of hard for us to give a recommendation because if the recommendation was to not do it, we didn't know what the alternatives were, if it wasn't.

President Anderson: I only mention that it's not necessarily to put you on the spot to solve that problem, it's just I think Planning might need to have a meeting to address it in order to stay in compliance with the Charter. Ms. McFarland do you have something to add?

Ms. McFarland: I was just going to say that there were just a lot of questions that I needed to touch base with Administration, or the Mayor, or the Law Director, and we didn't have those answers to give. So, I agree with Meghan (Sullivan-Wisecup). I don't think anybody felt comfortable approving or disapproving anything. There were a lot of strong feelings, so, and, unfortunately, I had no idea.

President Anderson: Again, this isn't to put you on the spot, or wag my finger, I just want to make sure we stay in compliance with the Charter and the ordinances, which I believe say that Planning does need to respond in a certain period of time. If you need to have additional meetings, you're empowered to have those meetings set up and the Chairperson can do that. And, if you need Mr. Braun's help or Administration's help, I'm sure they'd be available. So, what caused concern for me was when you said it was tabled until some unknown period, and that even the next meeting might be too late, so, you might just want to check on that. Alright? A lot of discussion for the chickens.

Board of Zoning Appeals	Mr. Gleaves	-	No report
Board of Health	Ms. McFarland	-	No report
Capital Improvements	Mrs. Sullivan-Wisecup	-	No report

City of Springdale Council

June 19, 2024

O-K-I

President Anderson: OKI did meet on June 13, 2024. There was two items just so people are aware of what's going on in OKI. Again, OKI did have a discussion, at length about the Charter Amendment that's before City of Cincinnati residents, and people might see news articles about it. For people who aren't familiar, OKI is a funding organization that gives millions of dollars of federal funding that flows through them to cities like ours. So, the Northland Boulevard Project, for example, has gotten three to four million dollars through OKI and federal funds that come through this board. We have representation on it. We vote on it. That money gets distributed. There's an amendment before it that could change the membership and some of the core rules. Just so people know out there, if you read things about OKI and think, "How does that affect Springdale?" It doesn't. The Board is not affected, as far as we know either way that Cincinnati votes for the upcoming issue in November, and, they made that very clear. But, if you have questions about it, or see articles and say, "Does that affect us?", feel free to reach out. The other thing the board did is we approved our 2025 budget, and approved the 2050 Metropolitan Plan. If anyone wants to look at it, and is really interested in infrastructure, the URL is 2050update.oki.org. The 2050 is in numbers. It talks about what we see in the future of transportation being in the region. It includes high-level goals and targets for funding for things. So, how that money gets down to it, you're talking about steering a huge ship of hundreds of millions of dollars. It also includes things like how does the Brent Spence Bridge affect the region, and how does that affect how we build our roads in Springdale. All of that is included in that plan. So, if you're interested, that's where you would get that information. The last thing the board did is we did approve an update to the TIF grants to include several funding approvals for safer streets projects, and, I think Springdale might have been on one of those items where we got some additional funding approved through OKI to help with safer streets. That would be bike path marking, and sidewalk improvements got funded through that. So, all in all good day for Springdale at OKI. A good month. Any questions? (none)

Mayor's Report

Mayor Hawkins: Since my last report, the pool opening went great and DJ Steven was on the ones and twos, and there was a nice crowd, and I think since then, residents have been enjoying the pool. Also, on June 7th, we had a ribbon cutting for La Morelense. Mr. Gleaves was there as well. It is western wear in Princeton Plaza. They used to be on Northland Boulevard, so they've relocated. This space is twice the size that their other one was in, and, I will tell you, they have a large selection of boots, and belts, and belt buckles, and leatherwear, vests, what have you. So, good establishment to go check it out, and we wish them well. The Mill Creek Alliance had their event called, "Canoes and Conversation" back on June 1st, that was in Woodlawn. They had a variety of activities for individuals to canoe down the Mill Creek, bike, go on trails, what have you. It was an excellent opportunity and showing of collaboration. You saw folks from the Mill Creek, you saw folks from the Metropolitan Sewer District, there were individuals from the Army Corps of Engineering to release water so folks had enough depth to go canoeing down there, and there were a lot of elected officials there from neighboring communities like Evendale, Glendale, Woodlawn, Lincoln Heights. Commissioner Driehaus was present. It was a nice opportunity to see some collaboration with folks in the region working together moving forward. And, lastly, we just completed another year of City Service and You Program that we do with the City. I know several individuals on the dais have had their kids participate in that. It's a unique program where kids get to go through all the different departments within the City, and learn how they function, and what they do. I think Tax Commissioner Smiddy probably won the award for the best swag given out through the course of that. The kids truly enjoyed it and Nathan did a great job putting that on. So, that concludes my report.

Administrator's Report

Mr. Jones: A couple of things on the Parks initially here. The summer 5k series program meets every Monday at 6:30 at the Community Park Concession. Also, Director Charlie Wilson wanted me to remind folks that Thursday, June 20th, tomorrow, we'll have our Art in the Park at 6:30 p.m. until 8:30 p.m. And, our Concert in the Park from 7:30 p.m. until 9:00 p.m. That will be The Remains. Again, folks are very familiar with that. Mrs. Sullivan-Wisecup may have had her dad occasionally make a guest appearance for that. They indicate that Springdale Youth Boosters will be there selling refreshments, snack items, and so forth, at the concession stand. Also, there will be a water station available for those recognizing there's going to be some heat, so, try to help with that. And, lastly, I'd just like to congratulate the scholarship recipients. Thank you.

City of Springdale Council

June 19, 2024

Ms. Richardson (continued): as Juneteenth by the newly freed people in Texas. The post-emancipation period, known as reconstruction, which spanned a period of 1865 through 1877, marked an era of great hope, uncertainty, and struggle for the nation as a whole. Formerly enslaved people immediately sought to reunite and reunify families, establish schools, run for political office, push radical legislation, and even sue slaveholders for compensation. Given the 200+ years of enslavement, such changes were nothing short of amazing. Not even a generation out of slavery, African-Americans were inspired and empowered to transform their lives and their country. Juneteenth marks our country's second independence day. Although it has been long celebrated in the African-American community, this monumental event remains largely unknown to most Americans. The historical legacy of Juneteenth shows the value of never giving up hope in uncertain times. "

Mrs. Gleaves: There were many people that worked to bring Juneteenth a holiday, but, no one was more dedicated than 97 year old Opal Lee, affectionately known as "Grandmother of Juneteenth", for her years of tireless efforts by walking to bring attention to Juneteenth. Every Juneteenth she walks two and a half miles to recognize the two and a half years it took for the news of freedom to reach enslaved people of Texas. Thank you.

President Anderson: Thank you for that information. We appreciate it. It's a good history note.

Mrs. Gleaves: Thank you.

Mr. Coleman: First of all, I want to say, "Thank you" to the two ladies who brought that information making all the listeners more aware of the significance of Juneteenth. That was very well done. Appreciate that. Second, I would address this to Mrs. Sullivan-Wisecup. Because there's been so many questions about the status of Wawa, would you please let the public know, to the best of your ability, what's going on with that particular project?

Mrs. Sullivan-Wisecup: I would like to refer that to Administration. All I can say is every time I drive past, I go, "Yes! Wawa's coming!". I don't know about anybody else, but, that's what I say.

Mr. Coleman: I only addressed it to Mrs. Sullivan-Wisecup because I know she's been getting lots of questions about that as well.

Mrs. Sullivan-Wisecup: I do get lots of questions about it, and, that's how I answer it. But, Administration, if you have a better answer, please.

President Anderson: We might not have more information today. I know the site's been cleared. I drive there every other day and they're moving earth, I can tell you that. And more and more people are noticing. Although the news doesn't seem as interested in our Wawa as others, but, that's fine. When it opens, we'll make a big splash. Is there anything else you wanted to add?

Mr. Uhl: I don't believe we have a date yet for an opening, but, I do believe it is expected to be open before the end of the year. Sometime maybe late October, early November "ish" is probably a fair guesstimate.

President Anderson: I understand they're somewhat known for their Pumpkin Spice coffee, so I would assume they'll open right around the time that that's a critical component for people that are interested.

Mr. Coleman: So, I will say that information is, in of itself, an update. So, thank you.

Mr. Spradlin: My name is Cole Spradlin, I live on 870 Yorkhaven Road. Kind of forgot about the Wawa, however, now that we are breaking ground, do we have a set date on when the reconstruction for the intersection, or the improvements for the intersection will happen?

President Anderson: I don't know if Administration or Mr. Riggs has that information or needs to go back and look.

City of Springdale Council

June 19, 2024

Mr. Uhl: I don't believe we have a set date on when any of that's going to occur, but, we're trying to get some grant funding as well to help with those roadway improvements. Mr. Riggs, I don't know if you have anything to add by way of timeline or not.

Mr. Riggs: No, I don't have anything to add. I know they've been working on addressing the last minute plan review comments, but, I would expect it would be very close to the time that they're opening though.

Mr. Braun: I just indicated to Mr. Uhl, I can tell you all the legal stuff has been recorded, so, on the legal end, all the paperwork is done.

President Anderson: So, progress. The legal documents might have been interesting to people like you, but, when we saw the earth movers come in is when we started to get excited.

Ordinances and Resolutions

Before we start Ordinance No. 21-2024, the Chair is open to accepting a motion to amend this ordinance, adding an emergency clause, and Section 5 explaining the emergency clause if anyone would like to make that motion.

Mr. Jacobs: So moved.

Mrs. Sullivan-Wisecup: Second.

President Anderson: Moved and seconded in order to amend the ordinance that was read at our last meeting to add an emergency clause, and, the Section 5. All the changes are recorded in what was submitted at the dais today. Are there any questions or discussion about the motion to amend? Again, for people who weren't at the meeting last time, the original ordinance that we were going to be discussing did not have the emergency clause because we wanted to make sure that the public had enough notice and we'd be reading it more than once. Emergency Clause ordinances don't typically require two readings, but, we want the ordinance, if it passes, to take effect on signature for reasons we discussed at the last meeting, which is why we're doing the amendment today or it's proposed.

Motion to amend Ordinance No. 21-2024 as distributed passes with seven affirmative votes.

Ordinance No. 21-2024

AN ORDINANCE APPROVING A ZONING CODE TEXT AMENDMENT TO REMOVE THE PROHIBITION OF MEDICAL MARIJUANA CULTIVATION, PROCESSING AND RETAIL DISPENSARIES AND TO ADOPT TEXT AMENDMENTS TO ALLOW FOR THE LOCATION OF MARIJUANA DISPENSARIES, PROCESSING, AND CULTIVATION BUSINESSES IN THE CITY OF SPRINGDALE AND DECLARING AN EMERGENCY

President Anderson: There is a public hearing attached to this ordinance before we take action on it, so, at this point, I will open the public hearing related to Ordinance No. 21-2024, which does include an emergency clause to enact. If anyone in the public would like to speak for, or, against this ordinance, this is your opportunity. Just like in communications to the Council, you'd simply come to the podium, state your name and address, sign in, and give us any feedback you'd like related to this ordinance. At this point, the floor is open for the public hearing.

No public comments were received.

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 21-2024; Mrs. Webster seconded.

Mrs. Sullivan-Wisecup: I would just again remind everyone that this did go to Planning Commission a month and a half ago, and it did pass unanimously before it came here. Thank you.

City of Springdale Council

June 19, 2024

President Anderson: I will also advise Council to remind you that there is a related ordinance that immediately follows this ordinance. Ordinance No. 22-2024 which we have not enacted. They are closely related, so, please keep that in mind as you decide what to do next.

Ordinance No. 21-2024 passes with seven affirmative votes.

President Anderson: Before we get to Ordinance No. 22-2024, again, the Chair will accept a motion to amend as distributed in our packets today to add the emergency clause and the related section to it.

Mr. Jacobs: So moved.

Mrs. Sullivan-Wisecup: Second.

President Anderson: Again, this was to make sure that it takes into effect right away so that there isn't a gap of 30 days that normally happens after ordinances are passed before the new rules would take effect, where it would be a "wild wild west". Any questions or discussion about the motion to amend to add the emergency clause? (None)

Motion to amend to add the emergency clause to Ordinance No. 22-2024 to add the emergency clause and related sections passes with seven affirmative votes.

Ordinance No. 22-2024

AN ORDINANCE CREATING CHAPTER 126 OF THE CODIFIED ORDINANCES OF THE CITY OF SPRINGDALE, OHIO REGULATING THE LICENSING OF MARIJUANA CULTIVATOR & PROCESSING FACILITIES AND MARIJUANA DISPENSARIES AND DECLARING AN EMERGENCY

Mrs. Webster made a motion to adopt Ordinance No. 22-2024; Mr. Gleaves seconded.

Ordinance No. 22-2024 passes with seven affirmative votes.

Ordinance No. 23-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT FOR PARTICIPATION IN THE INFRASTRUCTURE INVESTMENT AND JOBS ACT ENERGY EFFICIENCY CONSERVATION BLOCK GRANT BRIGHTENING OHIO COMMUNITIES

Mr. Vanover made a motion to adopt Ordinance No. 23-2024; Mrs. Sullivan-Wisecup seconded.

Ordinance No. 23-2024 passes with seven affirmative votes.

Ordinance No. 27-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION FOR PARTICIPATION IN THE ORPHAN RAIL CROSSING PROGRAM

President Anderson: Council, this was the first reading. Is there any questions or discussion at this point? Seeing none, we will see this ordinance at our next meeting.

Ordinance No. 28-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A SUBRECIPIENT GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY RELATED TO THE INFLATION REDUCTION ACT URBAN & COMMUNITY FORESTRY PROGRAM AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 28-2024; Mrs. Sullivan-Wisecup seconded.

City of Springdale Council

June 19, 2024

President Anderson: Questions or discussion?

Mr. Jones: I'd just like to point out there's no local match of any type on this. Thank you.

President Anderson: That's wonderful. Another good grant found by Admin.

Ordinance No. 28-2024 passes with seven affirmative votes.

President Anderson: Again, thank you to Administration for finding more money through grants.

Ordinance No. 29-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT FOR PARTICIPATION IN THE ADVANCED ENERGY FUND GRANT PROGRAM AND DECLARING AN EMERGENCY

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 29-2024; Mr. Vanover seconded.

Ordinance No. 29-2024 passes with seven affirmative votes.

Ordinance No. 30-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINSTRATOR TO ENTER INTO AN AGREEMENT WITH OFFICE FURNITURE SOURCE FOR THE PURCHASE OF WORKSTATIONS AND ACCESSORIES FOR THE TAX DEPARTMENT AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 30-2024; Mrs. Webster seconded.

Ordinance No. 30-2024 passes with seven affirmative votes.

Executive Session – Economic Development

Mrs. Sullivan-Wisecup: I would like to make a motion to go to Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development issues.

Mr. Vanover: Second.

Motion to go to Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development issues passes with seven affirmative votes. Council departed at 7:59 p.m. Council returned to chambers at 8:15 p.m.

Old Business - None

New Business

Mr. Vanover: Mr. President I'd like to make the request that we bring forward legislation dealing with the ticket tax that we have on the books right now. And, make adjustments accordingly.

President Anderson: There's a recommendation to take a look at our ticket tax and that process that's in place there. Do we think it's appropriate to send that to Rules and Law and have them look at it, or, is that something that it's simple enough that Mr. Braun could just take a look at it and give feedback to Council as a whole. I'm not sure what exactly you had in mind.

Mr. Vanover: Well, Mr. Braun's going to be the one ultimately drawing it up, so, I think we can let him do his magic, and, if we have questions or concerns, then we can deal with it.

City of Springdale Council

June 19, 2024

President Anderson: Mr. Braun, do you have a preference if we send it just to the Committee, or do you want to take a look at that section, and, make recommendations back to Council?

Mr. Braun: I'm comfortable doing that, and, I guess I'll throw out there if you don't like it because it's going to be minor adjustments, you can always amend it.

President Anderson: Well, I'm going to propose that we just have Mr. Braun take that action, unless anybody else has feedback they want to give at this point. Let's do that Mr. Braun. If you can go ahead and take a look at our ticket tax ordinances and make sure if there's any updates we need to do, if we could prepare ordinances back to Council as a whole. Any other new business?

Mrs. Webster: I think we have a need for a resolution brought in at our next meeting since we have someone on this dais retiring, and I would like to request we bring one in for John J. Jones, our City Administrator.

President Anderson: Okay, I'm not hearing objections so far to that. If we can make sure we're working on that ordinance too to recognize Mr. Jones' contribution. Is the next meeting, is it really that soon, or do we have some more time? Mr. Jones, you've got a timer I believe.

Mr. Jones: I'm retiring the 19th of August, and I've been asked by the Administration to come back on the meeting of the 22nd of August. So, or, the 21st of August, I should say. So, I appreciate the request. But, I do plan to return, not on the dais, but, I do plan to return for the August 21st meeting.

President Anderson: Would it be alright if we prepared an ordinance to that like, and prepare it for the August meeting just to make sure we recognize the work that you've done here.

Mrs. Webster: So, you want to wait until you're coming back?

Mr. Jones: I'm just doing what I was told.

Mrs. Webster: I don't know who told you that. But, I thought you would want it read.

President Anderson: It will be read. He'll be here. We'll prepare it for that meeting. And, to that last point, if anyone has things that they want to make sure are included in that ordinance on the dais, just make sure you reach out to Mr. Braun with any of those salient points, if there's something you want to make sure gets recognized in there, we can work it in.

Meetings and Announcements

Mrs. Sullivan-Wisecup: Planning Commission will meet in these chambers on Tuesday, July 9th at 7:00 p.m.

Mayor Hawkins: We're looking to have a town hall meeting on September 11th, 2024 at 7:00 p.m. The idea is for elected officials to be present and available, if they choose to. I already know that myself, President Anderson will be present. No one should feel obligated to come. If they want to come, they may come, and open up to the community for interactive questions and discussions at that time. So, again, folks can put that down on their calendar, September 11th, 2024 at 7:00 p.m. This will be down at the Rec Center. We'll have more information to come. Again, do not feel that you have to participate, but it's an opportunity if folks choose to. Thank you.

President Anderson: That's a large Q and A that we talked about in the past. So, it's an opportunity for people to come in a little less formally to talk to Council, just in a structured thing so people can plan for it. Some people might not want to come and just address Council. It allows more time there. So, it's just an opportunity.

City of Springdale Council

June 19, 2024

Mr. Vanover: Just a reminder that we start our summer schedule next month, so, our meeting would be on the 17th, and actually, question to Mr. Jones, because the third meeting, or third Thursday, or, I'm sorry, Third Wednesday in August is the 21st.

Mr. Uhl: Just to reaffirm what Mr. Coleman reported earlier, and, just to remind everyone, the Civil Service Commission meeting scheduled in July will be on July 11th at 2:00 p.m. in the Council Conference Room.

Mr. Gleaves: The BZA meeting scheduled for June 25th has been cancelled. The next scheduled meeting is July 23rd in these chambers at 7:00 p.m. That's all I have.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: As you review your Internal Memorandum, Item Number I was addressed by Ordinance No. 21-2024; An Ordinance Approving a Zoning Code Text Amendment to Remove the Prohibition of Medical Marijuana Cultivation, Processing and Retail Dispensaries and to Adopt Text Amendments to Allow for the Location of Marijuana Dispensaries, Processing, and Cultivation Businesses in the City of Springdale and Declaring an Emergency. That passed with seven affirmative votes. Item Number II was addressed by Ordinance No. 22-2024; An Ordinance Creating Chapter 126 of the Codified Ordinances of the City of Springdale, Ohio Regulating the Licensing of Marijuana Cultivator & Processing Facilities and Marijuana Dispensaries and Declaring an Emergency. That passed with seven affirmative votes. Item Number III was addressed by Ordinance No. 23-2024; An Ordinance Authorizing the Execution of a Grant Agreement with the State of Ohio Department of Development for Participation in the Infrastructure Investment and Jobs Act Energy Efficiency Conservation Block Grant Brightening Ohio Communities. That passed with seven affirmative votes. Item Number IV was addressed by Ordinance No. 28-2024; An Ordinance Authorizing the Mayor and City Administrator to Execute a Subrecipient Grant Agreement with the Ohio Department of Natural Resources Division of Forestry Related to the Inflation Reduction Act Urban & Community Forestry Program and Declaring an Emergency. I believe, did we have to do a first reading on that, or did that pass with seven affirmative votes? I apologize.

President Anderson: Ordinance No. 27-2024 had a first reading.

Mr. Jacobs: Ordinance No. 28-2024 passed with seven affirmative votes. My apologies. Item Number V was addressed by Ordinance No. 29-2024; An Ordinance Authorizing the Execution of a Grant Agreement with the State of Ohio Department of Development for Participation in the Advanced Energy Fund Grant Program and Declaring an Emergency. That passed with seven affirmative votes. Item Number VI was addressed with Ordinance No. 30-2024; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with Office Furniture Source for the Purchase of Workstations and Accessories for the Tax Department and Declaring an Emergency. That passed with seven affirmative votes. Item Number VII was addressed with Ordinance No. 27-2024; An Ordinance Authorizing the Execution of a Grant Agreement with the State of Ohio, Ohio Rail Development Commission for Participation in the Orphan Rail Crossing Program. That was a first reading.

Legislation in Development

Mayor Hawkins: One more thing that we will be requesting for Council, or dealing with, will be a request for an ordinance regarding a contract for the new Administrator.

President Anderson: The timing of that, we'd want to take a look at that at the next meeting for a first reading, and there will be enough time to do it for two?

Mayor Hawkins: It would be coming through with an emergency, because it's the only thing we have in July preceding August 19th.

City of Springdale Council

June 19, 2024

President Anderson: So, we should expect it with an emergency clause based on the timing. So, if we can make sure we get that out ahead of time in case we have questions, we can deal with that before the meeting as much as possible, since we have one shot at it.

Adjournment

President Anderson: All we have left is Item 18.

Mrs. Sullivan-Wisecup: Move to adjourn.

President Anderson: We're adjourned. Thank you everyone.

Council adjourned at 8:25 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved:
Jeffrey Anderson, President of Council

_____, 2024

ORDINANCE NO. 27-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION FOR PARTICIPATION IN THE ORPHAN RAIL CROSSING PROGRAM

WHEREAS, the City of Springdale (the “City”) desires to remove the railroad crossing at Centron Place which is no longer actively used by rail traffic due to the adjacent track having been removed; and

WHEREAS, the Ohio Rail Development Commission has been allocated \$1 million in funding through the state transportation bill (HB 33) for the Orphan Rail Crossing Program to address repairs and improvements to rail crossings that are no longer used, abandoned by the railroad or are currently active but have no clear ownership or responsible party for maintenance; and

WHEREAS, the Ohio Rail Development Commission is authorized to administer the Orphan Rail Crossing Program; and

WHEREAS, the City applied for grant funding through the State of Ohio, Ohio Rail Development Commission to remove the track structure at the Centron Place railroad crossing and restore the roadway within the limits of the crossing; and

WHEREAS, the Ohio Rail Development Commission has awarded grant funding not to exceed \$28,245.00 to the City for removal of the orphan rail crossing at Centron Place and restoration of the road following removal.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That the City Administrator is hereby authorized to execute a grant agreement with the State of Ohio, Ohio Rail Development Commission for participation in the Orphan Rail Crossing Program (the “Agreement”) and to execute any and all other documents and agreements consistent with acceptance of the grant and participation in the program. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council 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 3. This ordinance shall take effect on the earliest date allowed by law.

Passed this _____ day of July, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

AGREEMENT

This Grant Agreement (“Agreement”), made and entered into this ___ day of _____ 2024, by and among the STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION (hereinafter referred to as “Grantor”), 1980 West Broad Street, Mail Stop 3140, Columbus, Ohio 43223, and City of Springdale (hereinafter referred to as the “Grantee”), with principal offices at 11700 Springfield Pike Springdale, OH 45246. This Agreement shall have ORDC Grant Agreement Control Number 2024-30.

NOW, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto agree as follows:

Article 1. PROJECT DESCRIPTION:

The Project pursuant to this Agreement is attached as Exhibit A:

Grantee will remove existing seventy-five feet (75’) of orphan ran that crosses through Centron Place, approximately two hundred and seventy feet (270’) north of Progress Place within the City of Springdale municipal limits. This crossing is also identified as crossing #155109V, BE17.30 according to CSX Railroad. The scope of work includes the removal steel railroad tracks imbedded within a concrete paved section of the road. Concrete curbs will be added to connect to existing concrete curbs at the same grade to continue to allow water to flow properly. Aggregate stone base will be added and compacted to ODOT specifications before the Asphalt pavement section will be placed on top of the compacted base. Once complete, the new section will be striped to match the existing roadway section, the non-paved areas will be graded, seeded, and straw mulched to complete the project.

The work described above shall hereinafter be referred to as the PROJECT. Any work not included in the PROJECT will be ineligible for reimbursement. Grantor reserves the right to approve minor variations in scope based upon actual work completed.

Article 2. PREVAILING WAGE:

State prevailing wage requirements do apply to this project.

Article 3. COMPETITIVE BIDDING:

Grantee agrees to pursue the PROJECT in a manner that is cost effective for both the Grantee and Grantor. If the PROJECT work is to be performed by contract, the Grantee shall secure the contract for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) contractors. The bid documents and the contractor bids must be promptly supplied to the Grantor by the Grantee. If the PROJECT work is to be performed by employees of the Grantee, the Grantee shall secure any materials needed for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) suppliers. The bid documents and the supplier bids must be promptly provided to the Grantor by the Grantee.

Only Ohio Department of Transportation (“ODOT”) prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force at the time of bidding, at

the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement.

Article 4. GRANT SUM/METHOD OF PAYMENT:

Section 4.01 The Grantor hereby grants up to a maximum of \$28,245.00 (the “Funds”) to the Grantee for the sole and express purpose of undertaking the PROJECT. Grantor will not be responsible for any payment to the Grantee beyond the Funds.

Section 4.02 The Funds granted pursuant to this Agreement shall be used for obligations incurred in the performance of the Agreement and shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the costs incurred. If the Funds are not expended in accordance with the terms, conditions and a time period set forth in this Agreement or the total amount of the Funds exceed the eligible costs of the PROJECT, the Funds improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement.

Section 4.03 The Grantee shall submit up to five invoices to the Grantor for costs incurred for PROJECT work completed. The final invoice shall be in an amount which is equal to or greater than 20% of the Funds. The final invoice shall not be submitted until 100% of all work on the PROJECT is completed. The invoice shall substantiate, to the satisfaction of the Grantor, PROJECT costs incurred. The adequacy and sufficiency of such invoices shall be determined solely by the Grantor. The Grantor shall not pay the Grantee for any work that is not part of the PROJECT. To facilitate Grantor’s final inspection, all materials installed must be marked in such a way to be easily identifiable by the Grantor, and the Grantee’s final invoice shall include an inventory of installed materials by milepost or other segmentation of the PROJECT that is satisfactory to the Grantor. In addition, prior to the Grantor’s approval of any invoice, the Grantee shall provide evidence satisfactory to the Grantor that demonstrates that all contractors who are to be paid from the Grantor’s Funds are fully compliant with Ohio Bureau of Workers Compensation requirements. Grantor reserves the right to reject any invoice which does not segment the inventory of installed materials in a manner acceptable to Grantor.

Section 4.04 Payment shall be made within forty-five (45) days from the date of Grantor’s approval of Grantee’s invoice. The Grantor shall have thirty (30) days from the receipt of the invoice to either approve or reject the invoice. If any invoice is rejected, Grantor shall immediately provide Grantee with a notice and opportunity to correct any deficiency or error.

Article 5. TERM OF AGREEMENT/SUSPENSION/TERMINATION:

All financial obligations of the Grantor under this Agreement shall expire on December 31, 2025 and the PROJECT shall also be completed by December 31, 2025, or extended by agreement of the parties.

Grantor Termination: The Grantor shall have the right to terminate this Agreement in the event of a material breach of this Agreement by the Grantee. The Grantor shall provide the Grantee thirty (30) days written notice in advance of the exercise of its rights under this provision, unless the Grantor determines that substantial noncompliance cannot be corrected within a reasonable

time, then the Grantor may immediately terminate this Agreement.

Suspension of Funding by the Grantor: The Grantor shall have the right to suspend funding of the PROJECT authorized under this Agreement at any time in the event of any material breach or default by Grantee, and for so long as the Grantee fails substantially to comply with material terms and conditions of this Agreement.

Article 6. PROJECT INSPECTION:

Section 6.01 The Grantee shall allow, upon reasonable notice, the inspection of and access to, the PROJECT to the Grantor.

Section 6.02 The Grantee shall furnish written notification no later than five (5) working days prior to the date work will start at the PROJECT site to Alyssa Krutulis, Grants Administrator of the Ohio Rail Development Commission, at 1980 West Broad Street, Mail Stop 3140, Second Floor, Columbus, Ohio 43223, Telephone Number (614)466-7102 or e-mail at Alyssa.Krutulis@dot.ohio.gov. The Grantee shall also notify the same of the details of any work stoppages, the subsequent resumption of the work activity, and the date on which the work on the PROJECT was completed.

Article 7. MAINTENANCE AND REPAIR REQUIREMENT:

After completion of the PROJECT and in accordance with applicable provisions of the ORC, the Grantee shall maintain the PROJECT to the design standards selected under Section 9.01 below and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by the Grantor. The PROJECT must remain under the ownership and authority of the Grantee for 20 years, unless otherwise agreed to by the Grantor. If the PROJECT is not being maintained according to this section, the Grantor shall notify the Grantee of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, the Grantor may determine that the Grantee is no longer eligible for future participation in any State-funded programs.

Article 8. NOTICES:

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

If to the Grantee:

Public Works Department
City of Springdale
11700 Springfield Pk
Springdale, OH 45246

If to the Grantor:

Ohio Rail Development Commission
1980 West Broad Street, Second Floor
Mail Stop 3140
Columbus, Ohio 43223
Attention: Grants Administrator

Article 9. MISCELLANEOUS CLAUSES:

Section 9.01 The Grantee shall design and construct the PROJECT in accordance with a recognized set of written design standards. The Grantee shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate American Association of State Highway and Transportation (AASHTO) publication). Even though the Grantee may use its own standards, the Grantor may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the Grantee has adopted ODOT standards for the PROJECT, the Grantee shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The Grantee shall be responsible for monitoring <https://www.transportation.ohio.gov/working/publications> for changes, in accordance with the revision and update schedule published on that site.

Section 9.02 The Grantee shall either designate an employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the Grantee's principal representative for attending to PROJECT responsibilities. or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC 153.65 - 153.71. The prequalified list is available on the ODOT web page at <https://www.transportation.ohio.gov/working/engineering/consultant-services/prequal-info>.

Section 9.03 RECORDS, ACCESS AND MAINTENANCE

The Grantee agrees to maintain records concerning the PROJECT as described in this Agreement for a period of three (3) years after the final inspection of the PROJECT by Grantor. Further, in order to demonstrate the public benefits of the PROJECT Grantor may request that Grantee provide information related to the PROJECT including but not limited to, financial reports, rail car loading data, job creation data, derailment data, and all other relevant information. The Grantee shall provide this information to the Grantor within 30 days of the Grantor's request so long as the request is made within three (3) years of the date of the final Grantor's inspection of the project. The Grantee further agrees that records required by the Grantor with respect to any questioned costs, audit disallowance, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said matter. In the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the PROJECT, the Grantee shall, at its own cost and expense, segregate all such records related to the PROJECT from its other records of operation.

Section 9.04 REPRESENTATIONS AND WARRANTIES

- (a) The Grantee warrants and represents the following:
- (i) Grantee has the power and authority to enter into this Agreement; and
 - (ii) Grantee has the authority to carry out its obligations under this Agreement; and
 - (iii) No personnel of the Grantee, any subcontractor of the Grantee, nor to the Grantee's knowledge, any public official, employee or member of the governing body of the particular locality where the PROJECT shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or

involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any such personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, considering the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

- (b) The Grantor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

Section 9.05 ENVIRONMENTAL PROTECTION:

The Grantee represents and warrants that no facility or equipment shall be acquired, constructed, or improved as a part of this Agreement unless the facility or equipment is equipped to limit water and air pollution in accordance with all applicable state and federal standards.

The Grantee agrees to expend granted Funds and to conduct the PROJECT in compliance with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), and all regulations issued there under.

The Grantee represents and warrants that no facilities to be utilized or improved as part of this PROJECT are listed on the Environmental Protection Agency's List of Violating Facilities.

The Grantee represents that it will notify the Grantor within one (1) business day of receiving any communication from the Environmental Protection Agency indicating that any facility to be utilized or improved as part of the PROJECT is under consideration to be listed on the Environmental Protection Agency's List of Violating Facilities.

No publicly owned land from a public park, recreation area, or wildlife and water fowl refuge of national, state, or local significance as determined by the official having jurisdiction thereof, or any land from a historic site of national, state, or local significance as determined by the official may be used for the PROJECT without the advance written authorization of the Grantor.

Section 9.06 INSURANCE, INDEMNIFICATION AND RELEASE:

This Agreement is without force and effect until such time that the Grantee demonstrates to the satisfaction of the Grantor that it has liability insurance coverage; i.e. bodily and property insurance coverage, in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per each individual claim in regard to the operation of rail service at the PROJECT. The Grantee shall provide to the Grantor, within thirty (30) days of the effective date of this Agreement, evidence of such coverage.

Grantee shall be responsible, where legally liable, and to the extent of its available insurance limits coverage, for any and all detriment, damage, claims, losses, demands, suits, costs or

expenses including attorneys' fees and other legal expenses. However, the Grantee reserves its rights to assert any and all legal defenses and immunities.

Section 9.07 UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE:

In the event that the Grantee cannot meet any or all of the obligations placed upon it by the terms of this Agreement, (1) the Grantee shall immediately notify the Grantor in writing, and (2) the Grantor may, at its sole discretion, make reasonable efforts to assist the Grantee in meeting its obligations under the Agreement. If the Grantee is unable to comply with its obligations under this Agreement for a period no less than thirty (30) days, the Grantee may seek modification in accordance with the procedures set forth in this Agreement, including but not limited to, the extension of the term of this Agreement. Such extension shall be within the sole discretion of the Grantor unless outside of the Grantee's control.

Section 9.08 CONTINGENCIES:

It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on any party until all statutory provisions of the ORC, including but not limited to §§ 126.07 and 126.08 have been complied with, and until such time that all necessary funds are made available and forthcoming from the appropriate state agency and such expenditure of funds is approved, if necessary, by the Controlling Board of the State of Ohio pursuant to § 127.16 of the ORC.

Section 9.09 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS:

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

Also, if the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to ORC § 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC § 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC § 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

Further, during the performance of this Agreement, the Grantee, for itself, its assignees, and successors in interest, which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- (c) Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- (e) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- (h) The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- (j) Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

During the performance of this Agreement, the Grantee for itself, its assignees and successors in

interest further agrees as follows:

- (k) **Compliance with Regulations:** The Grantee (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (“FHWA”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (l) **Non-discrimination:** The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (m) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Grantee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- (n) **Information and Reports:** The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Director or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to the Grantor or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (o) **Sanctions for Noncompliance:** In the event of the Grantee’s noncompliance with the Nondiscrimination provisions of this Agreement, Grantor will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (i) withholding payments to the Grantee under the Agreement until the Grantee complies; and/or
 - (ii) cancelling, terminating, or suspending the Agreement, in whole or in part.
- (p) **Incorporation of Provisions:** The Grantee will include the provisions of paragraphs (k) through (p) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as Grantor or FHWA may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Grantee may request Grantor to enter into any litigation to protect the interests of the Grantor. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

Section 9.10 OUTSTANDING LIABILITIES:

The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the “State”) or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 9.11 GRANTOR DISCLAIMER:

The Grantor shall not have or acquire any right, title or interest in the PROJECT or any materials therein by virtue of the providing of Funds for the performance of this Agreement. However, this Section 9.11 does not in any way negate the Grantee’s responsibilities to repay the NLV of the PROJECT described in **Error! Reference source not found.**

Section 9.12 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions hereof or of any other document to create in the public, or any person whomsoever, a third party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage or for loss, damage or delay of cargo or shipment by reason of, or under the terms or provisions of, this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain solely as imposed by law.

Section 9.13 DISPUTE RESOLUTION:

In the event the Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to the Grantor. After review and consultation with the Grantee, the Grantor shall decide the matter. If the dispute cannot be resolved, and the Grantee has failed to comply materially with the terms and conditions of this Agreement, then procedures for suspension and/or termination may be instituted as provided for under this Agreement, or this matter may be submitted to a court of competent jurisdiction for final determination.

Section 9.14 BUY OHIO PROVISION; OFFSHORE OUTSOURCING PROVISION:

- (a) The Grantee shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this Agreement.
- (b) The Contractor/Grantee affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement.

Notwithstanding any other terms of this Agreement, the Grantor reserves the right to recover any funds paid for services the Grantee performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

Section 9.15 EQUAL EMPLOYMENT OPPORTUNITY:

In performing this Agreement, the Grantee shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Grantee shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

Section 9.16 REMEDIES:

No remedy herein conferred or reserved by the Grantor is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement now or hereafter existing at law or in equity, which in any event shall not exceed the amount of the Funds.

Section 9.17 NO WAIVER:

No delay or omission to exercise any right or option accruing to Grantor upon any breach by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by the Grantor. Further, if any term, provision, covenant or condition contained in this Agreement is breached by either party and thereafter such breach is waived in writing by the other party, such waivers shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.18 CONSTRUCTION:

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to, matters of validity, construction, effect and performance.

Section 9.19 FORUM AND VENUE:

All actions regarding this Agreement shall be in a forum and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio.

Section 9.20 SEVERABILITY:

Whenever possible, each provision of this Agreement shall be interpreted in such manners as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

Section 9.21 ENTIRE AGREEMENT:

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Section 9.22 CAPTIONS:

The captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

Section 9.23 ASSIGNMENT:

Neither this Agreement, nor any rights, duties or obligations described herein, shall be assigned or subcontracted without the prior advance written consent of the Grantor, which shall not be unreasonably withheld. In the event the Grantor approves an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the respective successors and assigns.

Section 9.24 AMENDMENTS OR MODIFICATIONS:

Any party may at any time during the term of this Agreement request amendment or modification. Requests for amendment or modification of this Agreement shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

Section 9.25 EFFECTIVE DATE:

This Agreement shall become effective on _____, 2024, which will be termed the "effective date."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GRANTEE:

City of Springdale

John J. Jones
City Administrator

DATE:_____

GRANTOR:

STATE OF OHIO
OHIO RAIL DEVELOPMENT COMMISSION

Matthew Dietrich,
Executive Director

Date:

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
10	curb & gutter removed	40.000	FT	18.00	720.00
20	concrete with rails removed	90.000	SY	70.00	6,300.00
30	pavement removed	35.000	SY	55.00	1,925.00
40	subgrade compaction	125.000	SY	22.00	2,750.00
50	aggregate base	21.000	CY	185.00	3,885.00
60	asphalt base, PG64-22	21.000	CY	340.00	7,140.00
70	asphalt surface course, type 1, PG64-22	6.000	CY	1,150.00	6,900.00
80	asphalt intermediate course, type 1, PG64-22	6.000	CY	1,150.00	6,900.00
90	curb & gutter	40.000	FT	94.00	3,760.00
100	restoration, topsoil & seed	55.000	SY	22.00	1,210.00
110	maintaining traffic	1.000	LS	5,000.00	5,000.00
120	mobilization	1.000	LS	10,000.00	10,000.00
	Bid Total				\$56,490.00



RAILROAD
CROSSING

YIELD

STOP



ORDINANCE NO. 31-2024

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH BRIAN C. UHL SETTING FORTH CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT AS CITY ADMINISTRATOR AND DECLARING AN EMERGENCY

WHEREAS, Article III Section (H)(1) of the Charter of the City of Springdale (the “Charter”) provides that the City Administrator shall be the full-time administrative officer of the City of Springdale (the “City”) responsible to and under the direct supervision of the Mayor; and

WHEREAS, Article III Section H(3) of the Charter provides that City Council shall establish the compensation of the City Administrator; and

WHEREAS, the current City Administrator will be retiring from the City on August 19, 2024; and

WHEREAS, Brian C. Uhl has served as the Assistant City Administrator of the City since May 4, 2020; and

WHEREAS, the Mayor has determined that Brian C. Uhl has the desired qualifications to serve as the next City Administrator for the City; and

WHEREAS, the City now seeks to enter into an Employment Agreement with Brian C. Uhl to serve as the City Administrator.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That Brian C. Uhl has been appointed to the position of City Administrator for the City of Springdale by the Mayor effective August 20, 2024.

Section 2. That the Mayor is hereby authorized to execute an Employment Contract with Brian C. Uhl to serve as City Administrator (the “Employment Agreement”). A copy of the Employment Agreement is attached as Exhibit A and incorporated herein by reference.

Section 3. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council 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 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the emergency is the need to expedite the employment agreement to maintain continuity of operations and be effective upon the retirement of the current City Administrator.

Passed this _____ day of July, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

EXHIBIT A
ORDINANCE NO. 31-2024
EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into this ____ day of July, 2024, by and between the City of Springdale, Ohio (“Employer” or the “City”) and Brian C. Uhl (“Employee”) an individual who has the education, training and experience in local government management, and both of whom agree as follows:

WHEREAS, pursuant to Article III Section H of the Charter of the City of Springdale (the “Charter”), the Mayor has appointed Employee to serve as City Administrator; and

WHEREAS, Article III Section H(3) of the Charter provides that City Council shall establish the compensation of the City Administrator; and

WHEREAS, the parties desire to formalize certain terms and conditions of employment in this Agreement.

NOW, THEREFORE, in exchange for the mutual promises and covenants below, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

Section 1 - Term. This Agreement shall commence and remain in full force and effect beginning August 20, 2024, for a period of three (3) years. Thereafter, this Agreement shall automatically renew for successive three (3) year periods unless terminated by either party. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to the provisions set forth in Article IV, Section B of the Charter and Section 7 of this Agreement.

Section 2 – Duties and Authority. Employer hereby agrees to employ Employee as City Administrator of the City to perform the functions and duties specified in the Charter, and to perform other legally permissible and proper duties and functions the Mayor shall periodically assign.

Section 3 – Compensation. Beginning August 20, 2024, Employer agrees to pay Employee an annual base salary of One Hundred Seventy Four Thousand Dollars and 00/100 (\$174,000.00), payable in installments at the same time that all other employees are paid. If authorized by the Mayor, the Employee shall receive cost of living adjustments equal to other employees of the Employer, and if authorized by the Mayor, the Employee shall be eligible for annual compensation adjustments. While it is recognized that the Employee must devote considerable time outside of the normal working hours to the business of the

City, no additional compensation will be granted to the Employee for such additional time. Employee will have the flexibility to take reasonable "Flex Time" off as deemed suitable during regular business hours, ensuring that the City's operations remain unaffected.

Section 4 – Vehicle Allowance. In lieu of the Employer furnishing a fleet vehicle, the Employer will grant the Employee a monthly vehicle allowance of \$550. This sum will be paid during the first pay period of each month. In the event that both the Mayor and Employee mutually agree that acquiring or leasing a vehicle is a more pragmatic option, the Mayor will terminate this monthly vehicle allowance.

Section 5 – Employee Benefits. Employee shall be entitled to all benefits provided to other non-unionized full-time employees of the Employer.

Section 6 – Annual Performance Review. The Mayor and Employee will make every effort to conduct a thorough review of Employee's performance at least once a year. Performance evaluations may not always be documented unless substantial improvement is necessary. In such cases, the evaluations will include clear and achievable objectives to be completed within a reasonable timeframe relevant to the goals set.

Section 7 – Termination of Agreement by Employer. Employer may terminate this agreement, without cause, by providing at least ninety (90) days written notice to Employee to allow for the orderly and efficient transfer of projects, duties, and responsibilities. Should Employer choose to terminate this Agreement without cause, the severance actions shall be invoked as outlined in Section 9 and will begin the first day the termination becomes effective. The Mayor and Employee may waive the ninety (90) day written notice if mutually agreed upon. There is no notice required for termination for cause.

A. As used in this Section, the following actions shall constitute termination *Without Cause*:

1. The termination of the Employee's employment outside of the terms of this Agreement.

B. Termination of this Agreement without severance may occur under the following circumstances:

1. Nonfeasance- The failure to act, where action is required, either willfully or neglect resulting in harm.
2. Misfeasance- The willful inappropriate action or intentional incorrect action or advice, which is legal, but done in the wrong way.

3. Malfesance- The willful and intentional action that injures a party, which is illegal or wrong.

Section 8 – Termination of Agreement by Employee. The Employee may terminate this Agreement by providing no less than sixty (60) days written notice. Upon resignation, the Employee shall not be entitled to the severance benefits listed in this Agreement, except for accumulated but unused leave and longevity pay. The Mayor and the Employee may mutually agree to waive the sixty (60) day written notice requirement.

Section 9 – Severance Pay. In addition to the termination rights specified in Article IV, Section B of the Charter, the Employee shall be entitled to severance pay at the rate applicable at the time of termination for the entire remaining term of this Agreement. A minimum of twelve (12) months severance shall be paid if the Employer terminates the Agreement within twelve (12) months of its expiration. Severance pay shall be disbursed as a lump sum and shall include one hundred (100%) percent of all accumulated but unused Vacation, Holiday, and Sick Leave, calculated at the Employee's pay rate in effect at the time of termination unless both the Mayor and the Employee mutually agree otherwise. The lump sum payment need not be issued as a single deposit, and the disbursement schedule shall be mutually agreed upon by the Mayor and the Employee.

In addition to the severance payment(s), the Employer shall continue to pay one hundred (100%) of the premiums for all medical, vision, dental, and life insurance in addition to Health Savings Account (HSA) contributions for the Employee (and dependents, if applicable) at no cost to the Employee. The continuation of these benefits shall continue for a term of six (6) months following termination.

Section 10 – Amendments. This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 11 – Other Terms. All other terms and conditions of employment not specified in this Agreement shall be governed by the Charter and Ordinances of the City of Springdale, Ohio.

Section 12 – Severability Clause. If any part of this Agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this Agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

Section 13 – Indemnification. As required under Ohio Revised Code 2744.07, Employer shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding to

recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of the employee in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or official responsibilities. The duty to provide for the defense of an employee specified in this division does not apply in a civil action or proceeding that is commenced by or on behalf of Employer. Employer shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed by the Mayor, and the Employee has signed and executed this Agreement, on the day and year first above written.

CITY OF SPRINGDALE, OHIO

By: _____
Lawrence C. Hawkins III, Mayor

BRIAN C. UHL

APPROVED AS TO FORM:

Joseph J. Braun, Law Director

ORDINANCE NO. 32-2024

AN ORDINANCE AMENDING CHAPTER 98.01 OF THE SPRINGDALE CODE OF ORDINANCES GOVERNING THE ENTERTAINMENT ADMISSION TAX IN THE CITY OF SPRINGDALE

WHEREAS, the City of Springdale (the “City”) has previously adopted Chapter 98 of the Springdale Code of Ordinances related to the City’s entertainment admission tax; and

WHEREAS, the City seeks to revise the application of the City’s entertainment admission tax defined in Section 98.01 to include additional types of events and activities.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. Chapter 98.01(E) of the Springdale Code of Ordinance shall be amended as follows:

(E) **ENTERTAINMENT.** Any performance by an individual, group or otherwise including, but not limited to, stage shows, musical entertainment, circuses, carnivals, displays, exhibits, exhibitions, trade shows, expos, conventions, demonstrations, and sporting events where an admission fee is charged other than school sponsored sporting events.

Section 2. That this Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council 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 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed this ____ day of _____, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

RESOLUTION NO. R09-2024

A RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF SPRINGDALE FOR THE FISCAL YEAR JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

WHEREAS, the Mayor, the City Administrator and Finance Officer/Tax Commissioner of the City of Springdale, Ohio, have prepared and submitted to Council a Tax Budget for the fiscal year January 1, 2025, through December 31, 2025 (the “Tax Budget”); and

WHEREAS, a public hearing has been conducted on the proposed Tax Budget with at least ten (10) days prior notice.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Springdale, Ohio, with _____ members elected thereto concurring:

Section 1. That the Tax Budget submitted to the Council of the City of Springdale, Ohio, by the Mayor, the City Administrator and the Finance Officer/Tax Commissioner for the year January 1, 2025, through December 31, 2025, a copy of which is attached and incorporated herein by reference, is hereby adopted.

Section 2. That the Finance Officer/Tax Commissioner is directed to submit the adopted Tax Budget to the County Budget Commission on or before the extension date of August 31, 2024.

Section 3. That this Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council 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 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Dated this ____ day of July, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

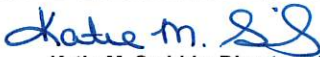
Date

**City of Springdale, Ohio
Hamilton County, Ohio
July 15, 2024**

This Budget must be adopted by the Council of Springdale Ohio on or before July 15th, and two copie must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the County Auditor of said County:

The following Budget year beginning January 1, 2025, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed	 Katie M. Smiddy, Director of Finance
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SCHEDULE A

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

For Municipal Use	For Budget Commission Use			For County Auditor Use	
FUND	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved Budget Commission 10 Mill Limitation	Budget Year Amount Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
GOVERNMENT FUNDS					
GENERAL FUND	1,159,499				
	-				
PROPRIETARY FUNDS					
FIDUCIARY FUNDS					
TOTAL ALL FUNDS	1,159,499				

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	1,019,838	1,052,798	1,159,499	1,159,499
Tangible Personal Property Taxes	20,794,115	18,988,946	19,326,400	19,300,000
Municipal Income Taxes	287,598	277,613	305,000	305,000
Other Local Taxes	-	-	100	100
Total Local Taxes	22,101,551	20,319,357	20,790,999	20,764,599
Intergovernmental Revenues				
Local Government- State	55,323	57,519	57,000	56,000
Local Government- County	217,914	220,044	220,000	220,000
Smoke free Workplace Revenues	250	250	-	0
Cigarette Tax	507	713	375	375
Liquor Tax	43,797	3,915	45,000	45,000
Property Tax Allocation (homestead rollback)	65,821	65,659	84,106	84,106
CHMA Pilot	989	1,158	1,158	1,200
Health-Vital Statistics	1,038	1,068	1,100	1,100
Medicaid Subsidy	27,778	29,792	38,500	38,500
Total State Shared Taxes and Permits	413,417	380,117	447,239	446,281
Federal Grants or Aid				
State Grants or Aid	2,105	2,015	6,400	6,400
Other Grants or Aid	-	-	-	-
Total Intergovernmental Revenues	415,522	382,132	453,639	452,681
Interest Income	143,516	519,079	300,000	300,000
Special Assessments	2,100	7,044	4,000	4,000
Building and Construction Permits				
Charges for Services	591,370	558,156	552,500	551,400
Fines, Licenses and Permits	783,000	825,699	679,625	617,925
Miscellaneous Revenues	540,182	594,365	571,300	540,000
Other Financing Sources:				
Transfers In	2,804	-	4,809	46,087
Advances In	1,687,500	-	50,000	50,000
Reimbursements	-	-	-	-
Other Sources				
TOTAL REVENUES	26,267,545	23,205,832	23,406,872	23,326,692

FUND NAME: GENERAL FUND

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
EXPENDITURES				
Security of Persons and Property (Police and Fire)				
Personal Services and Benefits	9,047,910	10,200,000	9,860,944	10,928,071
Other	1,146,279	2,057,027	1,895,860	2,155,061
Total Security of Persons and Property	10,194,189	12,257,027	11,756,804	13,083,132
Public Health Services				
Personal Services and Benefits	427,810	426,834	477,678	495,050
Other	43,497	110,900	68,200	68,200
Total Public Health Services	471,307	537,734	545,878	563,250
Leisure Time Activities				
Personal Services and Benefits	1,155,557	1,399,605	1,613,135	1,671,525
Other	511,851	986,223	780,178	1,116,178
Total Leisure Time Activities	1,667,408	2,385,828	2,393,313	2,787,703
Community Environment				
Personal Services and Benefits	640,423	801,708	802,649	779,696
Other	86,407	147,260	87,112	126,102
Total Community Environment	726,830	948,968	889,761	905,798
Basic Utility Services				
Personal Services and Benefits			-	-
Other	408,317	409,563	420,006	432,135
Total Basis Utility Services	408,317	409,563	420,006	432,135

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
Public Works				
Personal Services and Benefits	930,824	1,014,591	1,118,242.00	1,285,524
Other	483,841	540,000	572,794.00	590,044
Total Public Works	1,414,665	1,554,591	1,691,036.00	1,875,568
General Government				
Personal Services and Benefits	1,803,529	1,768,258	1,758,921.00	1,904,362
Other	3,342,066	3,440,921	3,573,226.00	3,568,048
Total General Government	5,145,595	5,209,179	5,332,147.00	5,472,410
Total General Fd Before Other Uses	20,028,311	23,302,890	23,028,945.00	25,119,996
Debt Service				
Redemption of Principal				
Interest				
Total Debt Service				
Other Uses of Funds				
Transfers				
to Capital Improvement	1,400,000	1,000,000	1,000,000.00	2,000,000
to Street Improvement Debt Fund	559,300	559,300	559,300.00	540,000
to Health Insurance Fund	-	-	0.00	25,000
to Residential Recycling Fund	125,000	126,000	126,000.00	127,500
to Insurance Trust Fund	168,000	215,000	226,000.00	335,000
Total Other Uses of Funds	22,280,611	25,203,190	24,940,245.00	28,147,496
Advances Out				
to Grants Fund	637	-	-	-
to Capital Improvements	-	-	-	-
to Health Insurance Fund	50,000	50,000.00	-	75,000.00
Total Advances	50,637	50,000.00	-	75,000.00
TOTAL EXPENDITURES	22,331,248	25,253,190.00	24,940,245.00	28,222,496.00
Revenues over/(under) Expenditures	3,936,297	(2,047,358.28)	(1,533,373.00)	(4,895,804.00)
Beginning Unencumbered Balance	4,000,000	10,600,000.00	8,552,641.72	7,019,268.72
Ending Cash Balance	10,600,000	8,552,641.72	7,019,268.72	2,123,464.72
Estimated Encumbrances (outstanding at year end)	170,000.00	192,300.00	-	-
Estimated Ending Unencumbered Fund Balance	10,430,000.00	8,360,341.72	7,019,268.72	2,123,464.72

FUND NAME: LEVY FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
REVENUES				
Real Estate				
Real Estate Property Tax				
Personal Property Tax				
Property Tax Allocation				
Other				
Interest				
EMS Fees				
Total Real Estate Taxes				
Transfer from General Fund				
Miami Conservancy	-			-
Charter Fire Force				
Proceeds From Debt				
Charter Fire Force				
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
Personal Services and Benefits				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
TOTAL EXPENDITURES	-	-	-	-
Revenues over/(under) Expenditures	-	-	-	-
Beginning Unencumbered Balance				
Ending Cash Balance				
Estimated Encumbrances (outstanding at year end)				
Estimated Ending Unencumbered Fund Balance				

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
Police			
Capital Items - Police	235,000.00	\$235,000	General Fund
Vehicles - Police	266,360.00	\$266,360	General Fund
Office equipment-Police	2,500.00		General Fund
Weapons - Police	20,300.00	\$20,300	General Fund
Fire			
Capital Items - Fire	329,000.00	\$329,000	General Fund
Vehicles - Fire	60,000.00	\$60,000	General Fund
Health			
Capital Items - Health	3,000.00	\$3,000	General Fund
Parks			
Capital Items - Parks	49,000.00	\$49,000	General Fund
Capital Items - Community Center	225,500.00	\$225,500	General Fund
Capital Items - Community Center Pool	105,000.00	\$105,000	General Fund
Capital Items - Building	4,242.00	\$4,242	General Fund
Capital Items - Public Works	57,682.00	\$57,682	General Fund
Capital Items - Administrative Offices		\$0	General Fund
Capital Items - Administration	150,000.00	\$150,000	General Fund
Capital Items - Economic Development	3,500.00	\$3,500	General Fund
Capital Items - Tax	11,225.00	\$11,225	General Fund
Capital Items - General Administration	110,000.00	\$110,000	General Fund
Street Maintenance			
Capital Improvements	258,110.00	\$258,110	Street Maintenance Fund
Court Computerization			
Capital Improvements	6,000.00	\$6,000	Court Computerization Fund
Fire Ambulance Lease Payment	18,333.00	\$18,333	Capital Improvement Fund
Public Works			
Northland Blvd - Construction Engineering	300,000.00	\$300,000	Capital Improvement Fund
Northland Blvd - Construction	-	\$0	Capital Improvement Fund
Heritage Hill Subdivision - Engineering	43,415.00	\$43,415	Capital Improvement Fund
Heritage Hill Subdivision - Construction	-	\$0	Capital Improvement Fund
Crescentville - SR4 to SR747 Construction Engineering	-	\$0	Capital Improvement Fund
Crescentville - SR4 to SR747 Construction	781,318.00	\$781,318	Capital Improvement Fund
Walnut/Pear/Osborn Repaving- Engineering	15,676.00	\$15,676	Capital Improvement Fund
Glensharon Road Rehab - Engineering	13,000.00	\$13,000	Capital Improvement Fund
Princeton Pike (Kemper to I-275) Rehab - Engineering	-	\$0	Capital Improvement Fund
East Kemper Road Rehab - Engineering	-	\$0	Capital Improvement Fund
Facilities Assessments - Community Center	324,000.00	\$324,000	Capital Improvement Fund
TOTAL PERMANENT IMPROVEMENTS	3,392,161.00	\$3,392,161	
Break Down by Name of Paying Fund			
Capital Improvement Fund	1,501,742.00	\$1,501,742	
General Fund	1,632,309.00	\$1,632,309	
Court Computerization Fund	258,110.00	\$258,110	
Street Maintenance	-	\$0	
Total of all Funds	3,392,161.00	\$3,392,161	

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Due Date	Ordinance or Resolution	Serial or Term	Rate of Interest	Amount of Bonds & Notes Outstanding Beginning of Budget Year 1-1-2021	Amount Required for Interest	Amount Required for Principal
INSIDE THE 10 MILL LIMIT									
Special Assessments									
Total									
General Obligation Notes									
Street Improvement Limited Tax General Obligation Bond	N/A	3/30/2017	12/31/2031	5-2017	Serial	2.94%	\$4,315,000	\$712,050	\$0
Total							4,315,000	712,050	
Special Obligation Revenue Bonds									
Tax Increment Revenue Financing (TIF) - Phase I, Rev	N/A	9/14/2000	9/1/2029	72-2000	Serial	6.70%	\$1,131,430	\$238,198	\$0
Total							1,131,430	\$980,248	
Grand Total							5,446,430	950,248	

FUND	Estimated Unencumbered Fund Balance 1-Jan-25	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumb			Estimated Unencumbered Fund Balance 31-Dec-25
				Personal Services	Other	Total	
GOVERNMENTAL-SPECIAL REVENUE:							
Street Repair, Maintenance and Constru	90,000	758,000	848,000	145,000	646,720	791,720	56,280
State Highway Improvement Fund	26,000	61,000	87,000	60,000	-	60,000	27,000
One Ohio Oplod Fund	-	6,000	6,000	-	-	-	6,000
Grants Fund	152,300	57,500	209,800	20,000	101,240	121,240	88,560
Court Computerization Fund	11,600	12,000	23,600	-	12,000	12,000	11,600
Drug Law Enforcement Fund	450	-	450	-	-	-	450
Law Enforcement Fund	-	-	-	-	-	-	-
DUI Fund	540	-	540	-	-	-	540
Law Enforcement Training Fund	-	-	-	-	-	-	-
Residential Recycling Fund	3,500	134,000	137,500	-	134,000	134,000	3,500
Parks and Urban Forestry Fund	24,400	-	24,400	-	19,000	19,000	5,400
Total Special Revenue Funds	308,790	1,028,500	1,337,290	225,000	912,960	1,137,960	199,330
DEBT SERVICE FUNDS:							
Street Improvement Debt Fund	-	540,000	540,000	-	540,000	540,000	-
Northwest Business District (Pictoria TIF)	-	1,514,244	1,514,244	-	1,565,079	1,565,079	(50,835)
Tri County Mall TIF	-	-	-	-	-	-	-
Commerce Park TIF	1,441,317	2,104,554	3,545,871	-	752,088	752,088	2,793,783
Merchant Street TIF	-	814,000	814,000	-	814,000	814,000	-
Sheraton Lane TIF	-	884,400	884,400	-	884,400	884,400	-
Total Debt Service Funds	1,441,317	5,857,198	7,298,515	-	4,555,567	4,555,567	2,742,948
CAPITAL PROJECT FUNDS:							
Capital Improvements	169,050	12,500,000	12,669,050	-	12,575,000	12,575,000	94,050
Housing Rehab Fund	-	-	-	-	-	-	-
Total Capital Project Funds	169,050	12,500,000	12,669,050	-	12,575,000	12,575,000	94,050
PROPRIETARY: ENTERPRISE FUNDS							
Adult Sports Fund	10,800	8,800	19,600	-	9,300	9,300	10,300
Total Enterprise Funds	10,800	8,800	19,600	-	9,300	9,300	10,300
INTERNAL SERVICE FUNDS:							
Total Internal Service Funds	-	-	-	-	-	-	-
FIDUCIARY: TRUST AND AGENCY FUNDS							
Unclaimed Moneys Fund	74,000	5,000	79,000	-	6,800	6,800	72,200
Springdale Youth Boosters Fund	200	22,000	22,200	-	22,000	22,000	200
OBBS Assessment Fund	130	8,000	8,130	-	8,000	8,000	130
Fire Insurance Proceeds Fund	-	-	-	-	-	-	-
Total Trust and Agency Funds	74,330	35,000	109,330	-	36,800	36,800	72,530
TOTAL FOR MEMORANDUM ONLY	1,993,487	19,420,698	21,414,185	225,000	18,080,327	18,305,327	3,108,858

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Hamilton County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of Montgomery, Ohio for the BUDGET YEAR beginning January 1, 2021.

FUND	Estimated Unencumbered Fund Balance 1-Jan-20	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPES							
General Fund	28,222,496	1,159,499	-	220,000		21,947,193	51,549,188
Special Revenue Funds	308,790	-	-			1,028,500	1,337,290
Debt Service Funds	1,441,317		-			5,857,198	7,298,515
Capital Project Funds	169,050		-			12,500,000	12,669,050
PROPRIETARY FUND TYPES							
Enterprise Funds							
Internal Service Funds						8,800	8,800
FIDUCIARY FUND TYPE							
Trust and Agency Funds	74,330						
TOTAL ALL FUNDS	30,215,983	1,159,499	-	220,000	-	41,376,691	72,972,173

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

Date

 Budget Commission

FUND	Estimated Unencumbered Fund Balance 1-Jan-20	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL-SPECIAL REVENUE:							
100 General Fund							
GOVERNMENTAL-SPECIAL REVENUE:							
TOTAL SPECIAL REVENUE FUNDS							
DEBT SERVICE FUNDS							
TOTAL DEBT SERVICE FUNDS							
CAPITAL PROJECT FUNDS							
TOTAL CAPITAL PROJECT FUNDS							

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES-continued

FUND	Estimated Unencumbered Fund Balance 1-Jan-20	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
PROPRIETARY: ENTERPRISE FUNDS							
TOTAL ENTERPRISE FUNDS							
FIDUCIARY: TRUST AND AGENCY FUNDS							
TOTAL TRUST AND AGENCY FUNDS							
TOTAL FOR MEMORANDUM ONLY							

COUNTY AUDITOR'S ESTIMATE
Tax Levies and Rates for
Assessed Valuation \$ _____

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITH IN 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
TOTAL		
LEVIES OUTSIDE 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
STATE		
TOTAL		
TOTAL LEVY FOR ALL PURPOSES		

RESOLUTION NO. R10-2024

**A RESOLUTION CONFIRMING STEVEN GALSTER TO SERVE AS
A MEMBER OF THE CITY OF SPRINGDALE PLANNING
COMMISSION FOR THE TERM ENDING NOVEMBER 30, 2027**

WHEREAS, a vacancy has occurred on the City of Springdale Planning Commission as a result of the retirement of Steven Galster on June 11, 2024 for the term which expires November 30, 2027; and

WHEREAS, the Mayor has announced the re-appointment of Steven Galster as of August 13, 2024 to fill the vacancy and serve as a member of the City of Springdale Planning Commission for the term ending November 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Springdale, Ohio, with _____ members elected thereto concurring:

Section 1. That Steven Galster be and is hereby confirmed, effective August 13, 2024, to serve as a member of the City of Springdale Planning Commission for the term ending November 30, 2027.

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council 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 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this _____ day of July, 2024.

Attest:

President of Council

Clerk of Council

Approved:

Mayor

Date