



Agenda

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

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6. Committee and Official Reports

Civil Service Commission	Mr. Coleman - Mrs. Darby - Mrs. McNear
Rules and Laws	Mr. Jacobs - Mr. Vanover
Finance Committee	Mr. Vanover – Mrs. Webster
Planning Commission	Mrs. Sullivan-Wisecup – Ms. McFarland
Board of Zoning Appeals	Mr. Gleaves - Mr. Jacobs
Board of Health	Ms. McFarland
Capital Improvements	Mrs. Sullivan-Wisecup
O-K-I	Mr. Anderson
Mayor’s Report	Mayor Hawkins
Administrator’s Report	Mr. Jones - Mr. Uhl
Law Director’s Report	Mr. Braun
Engineer’s Report	Mr. Riggs
Rental Program Committee	Mr. Vanover

7. Communications

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

9. Ordinances and Resolutions

[Ordinance No. 13-2024](#)

[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 STATE ENERGY PROGRAM ENERGY EFFICIENCY PROGRAM FOR OHIO COMMUNITIES](#)

[Ordinance No. 14-2024](#)

[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 STATE ENERGY PROGRAM ENERGY EFFICIENCY PROGRAM FOR OHIO COMMUNITIES](#)

[Ordinance No. 15-2024](#)

[AN ORDINANCE DECLARING CERTAIN CITY PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE SALE, DISPOSAL, OR TRANSFER OF SURPLUS PROPERTY](#)

[Ordinance No. 16-2024](#)

[DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN SPRINGDALE, OHIO TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40\(B\) OF THE OHIO REVISED CODE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, DECLARING CERTAIN PUBLIC IMPROVEMENTS TO BE NECESSARY FOR THE FURTHER DEVELOPMENT OF THOSE PARCELS, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND, AND DECLARING AN EMERGENCY](#)

10. Old Business

11. New Business

Zoning Change Discussion: Residential Chicken Keeping

12. Meetings and Announcements

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

- 14. Recap of Legislative Items**
- 15. Legislation in Development**
- 16. Adjournment**

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President of Council Anderson called Council to order on February 21, 2024.

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

Mr. Vanover provided the Invocation.

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

President Anderson: Council, for your information, after the minutes, after number five, we will have Health Department introductions, and after item number nine, after "Ordinances and Resolutions", we will also be having a Housing Market presentation from our Economic Development Director; after nine.

The minutes of the February 7, 2021 meeting were considered. Mrs. Sullivan-Wisecup made a motion to accept the minutes; Mr. Jacobs seconded. The minutes were approved with seven affirmative votes.

Health Department Introduction

Mr. Jones: At this time, we'd like to call up our Health Commissioner, Matt Clayton for an introduction.

Mr. Clayton: Thank you, Mr. Jones. I have the distinct honor tonight of introducing the Springdale Health Department's new Director of Nursing. This is Brandiss Ewing-Jackson. Brandiss joined the Health Department as our Director of Nursing on January 16th. Prior to working at Springdale Health Department, she was at UC (University of Cincinnati) Health for 13 years. First in registration, and she discovered her passion for nursing during that tenure. She pursued a nursing degree at the University of Cincinnati Blue Ash. Prior to obtaining her nursing degree and her RN, she obtained a Bachelors in Organizational Leadership from Wright State University. Brandiss grew up in Springdale. She actually attended Springdale Elementary and Princeton High School. On an interesting note, I think for Brandiss a point of pride is that her mother was the first African-American woman to serve on Springdale City Council. In her spare time, Brandiss enjoys outdoor activities and music.

Ms. Ewing-Jackson: Hi. So, good evening. I'm Brandiss Ewing-Jackson, and happy to serve here with the City of Springdale. Thank you.

President Anderson: Welcome. Thank you. (applause) It's always nice to put a name with a face, so, thank you for the introduction.

Committee and Official Reports

Civil Service Commission

Mr. Coleman: Good Evening, Council. Springdale Civil Service Commission did meet on February 1st. Members present were Ms. Darby, our newest member, Mrs. McNear, along with the City Administrator, Mr. Uhl, and our Human Resources Administrator, Ms. Morgan, and myself. Following the roll call, the first item was the election of officers. In doing so, Mrs. Darby made a motion to appoint Mr. Robert Coleman as Chairperson, seconded by Mrs. McNear. Motion passed 3-0. Mr. Coleman made a motion to appoint Mrs. Darby as Vice Chairperson, seconded by Mrs. McNear. Motion passed 3-0. Mr. Coleman then made a final motion to appoint Mrs. McNear as Secretary, and that was seconded by Mrs. Darby. So, all of the positions are, in fact, filled, and in order now. Following the election of officers, Ms. Morgan advised of circumstances in the Building Department that resulted in a Building Inspector vacancy. As a result, Mrs. McNear made a motion to approve the timeline for the Building Inspector hiring process and that was seconded by Mrs. Darby, and the motion passed 3-0 to move forward with that timeline to hire the Building Inspector. Next, the Police Department Administrative Assistant job description; there was discussion in regards to that Administrative Assistant job description and following that discussion, Mrs. McNear made a motion to approve the Police Department Administrative Assistant job description as it was presented, and that was seconded by Mrs. Darby, and that motion passed 3-0. Due to a vacancy that is forthcoming

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Ms. McFarland (continued): Department if anybody still needs them. You can just reach out to them, and they can provide those for you, and our next meeting will be March 14th at 6:30 p.m.

President Anderson: Thank you, and that's great news on the Naloxone. Those numbers had gone up for quite a while.

Capital Improvements Mrs. Sullivan-Wisecup - No report

O-K-I

President Anderson: OKI did have an Executive Board Meeting on February 8th. One item to share was a presentation around the Metro Transit Infrastructure Fund for 2024. They introduced the call for projects. For people who might not be familiar with that, the Metro Transit Infrastructure Fund was set up as part of the 2020 sales tax increase that was passed by voters then. It was a 0.8% sales tax increase; 0.2% of that, so, .2% of the sales tax is allocated for infrastructure projects. These are projects that are "shovel ready" and they can include things like roads, and bridges. They can do infrastructure upgrades, sidewalks, bike lanes, shelters, lights, that sort of thing. Submission deadline for that is May 21st and they're looking for "shovel ready" projects for 2025. There's about \$35 million dollars a year that's been allocated through that. For people who are regulars in this room, you might remember that about \$2 million dollars of that was recently given from last year's fund to the City. I think we received that just last week I want to say. So, this is real money, but the call for projects has started and it's something that we can look at. So, if there's any questions, I can answer, otherwise we'll move on.

Mayor's Report

Mayor Hawkins: Several items with regard to the Mayor's Report this evening. We have sworn in three officers in February. Officer Jason Davis, Officer Matthew Bracey, and Officer Curtis Bosch. Two of those we had taken away from Hamilton County Sheriff's Office, thanks to Chief Butler's prior employment. I'll also note, with regard to those gentlemen, Chief Butler is putting together a football team, basically. Curtis Bosch literally plays quarterback. He's playing semi-pro football for a Police team, and Jason Davis is an offensive lineman, so, he's literally bringing a football team to us. Matthew Bracey has the kind of voice that can be used for commercials in voiceovers. So, we may have to use him in some kind of City promotions. Also, along the lines of the Police Department, we have a new metal detector/magnet that law enforcement has been using with regard to picking up nails when we find them. We also have Lieutenant Michael Schulz who applied for and was awarded \$55,576 in grant money for body worn cameras, so, that was another excellent find for us. Our City Engineer, Shawn Riggs got us another \$175,000 towards the Northland Boulevard project. And, along those lines, the City was also awarded a \$2 million dollar grant, where we talked about this a little bit before, and we got this from Metro. We did that earlier this week. (applause) I will say there were some other cities and municipalities that were a little bit jealous of the size of our check, in terms of amount. But, I do want to say in terms of Metro, and this is important because I don't think most people know this, and I wasn't aware of this, or I had forgotten. When we had Issue 7 on the ballot from 2020 that involved sales tax dollars going to Metro, however folks felt about that back then, a lot of times we talk about money going out of our pockets, we're going to be pretty critical of where it goes. It's important to know, and I had forgotten this; 25% of that goes back into Hamilton County, in a variety of different municipalities for infrastructure. And, so, in the last three years, they've given out \$294 million dollars to municipalities regarding infrastructure. The first year, they gave out \$227 million (dollars). A lot of that involved the (Western Hills) viaduct. Second year, \$39.2 million dollars, and, this past year, \$27.8 million (dollars), and they are going to continue to do that because of those funds that are available, so that is an awesome resource. Just a reminder again that we're going to have a State of the City address on March 13th at 7:00 p.m. at the Recreation Center in the old gym. Come out and hear from our City Directors about things that are going on in 2024. I'm very excited about Opencheckbook.gov. It is online for the City of Springdale. I've been excited about this and looking into this program for approximately ten years. Katie Smiddy has got us up and running. It came online on Valentine's Day, so there's nothing sweeter than sharing time looking at our finances with your loved ones on Valentine's Day,

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Mayor Hawkins (continued): but, in all seriousness, a great way to be able to go through, digest information. It helps with transparency, and it's a wonderful thing for the City. Last week with our Economic Development Director, Andy Kuchta, we went and toured the Row on Merchant, and the Array Apartments. They are both very, very impressive apartment complexes. They are both 95-96% occupied, or leased out, and so they're doing very, very well. They have all kinds of great amenities in terms of game rooms, fitness centers, one has a dog park, pool, so, wonderful, wonderful place. I'm not going to steal their thunder. They're going to be talking to you guys later on. But, just wanted to say I appreciate them having us out and appreciate having Mr. Kuchta set that up for us. Also, all the Department Heads this month met with me, put on presentations, just sort of explaining their Department operations and they all did an excellent job. I'm very proud of our Department Heads, and the work and effort that they do and going forward. And, lastly, I want to address briefly, as part of my report, and we'll discuss this some more, but, in terms of addressing our pool management for 2024, obviously that's on our agenda for this evening, we've self-managed the pool in the past, for a number of years, and that obviously would be the thing that we would love to do. As a result of some staffing issues, and specifically for our Aquatic Director, lifeguards, what have you, we've had to look at some other options. Swimsafe Pool Management Company has been one that's going to be recommended by the Administration to Council. Council will obviously review that and make their decision on what they want to proceed with, or not proceed with. Going back a little bit, I was notified by Staff and our Administrators about three weeks ago or so that we weren't "on pace" to be fully staffed to open the pool on time. As a result, Staff began some problem solving, and, through the course of that, they started to look around at how pools are being managed, and staffing, as well as lifeguard pay, and what have you. We looked at some of that previously. It was determined and found out that in the local area, Springdale and Blue Ash are the last municipalities that are operating their own pools versus having pool management companies doing it for them. And, as our Administration was talking with Blue Ash, they were having issues in terms of staffing themselves, and were indicating that they too may end up having to go out and get a pool management company to go through and run their pool. That said, all of the other municipalities that are using a pool management company are using Swimsafe. Mason is not. They're using Cincinnati Pool Management. And, so, that's something to note in terms of the Evendale/Sharonville's of the world. Upon evaluating both Swimsafe, and the Cincinnati Pool Management, it was determined that Swimsafe was going to do the best job in terms of meeting the City's pool needs and staffing with regard to management and maintenance. There has been some discussion with regard to this situation that has come up, and we have legislation before Council this evening. There's a few things I just want to touch on and, obviously, there will be more discussion when the actual legislation gets addressed. But, one, the agreement is for one season; it can be renewed if that is what Council and the City so choose to do, or not. We may go back to being able to do self-management at the end of this season. The agreement allows our Sailfish swim team to maintain their normal activities regarding meets and practices. I know there's been some question and/or confusion in terms of if you review the contract, you're looking at the timeframe that is addressing the normal pool hours. All of that stuff that happens before noon that we normally have in terms of swim practice, lessons, all that stuff is still going to be there, and all that stuff is factored into the cost that is in the contract. Some have had some concerns with regard to the timeframe, and, if a swim meet runs over because we've got timeframes on there, and there's not going to be any kind of abrupt ending to a swim meet. People are not going to be kicked out of the pool area. The meet will go on and conclude as necessary if there's some time of additional cost, then the City will go through and manage that and within the contract, it does indicate that there's an opportunity to adjust times and things if necessary. Again, it's important to note these folks are also managing Sharonville and Evendale that have swim teams and do swim meets, and that's something that they go through and address. Some have been concerned with regard to swim lesson prices. So, there will be swim lessons available. I've heard some folks concerned that it's been increased by a rate of three times the rate that it was beforehand. The swim lessons are going to be \$35, and that's per session, and that's for everybody. In 2023, the swim lessons were \$30 or \$40 if you were a member, depending on your age. If you were a non-member, they were \$60 or \$70. So, for everybody, compared to last year, the prices for swim lessons are decreasing. For those that are going up, based on age, it's increasing by five dollars. When you go back to 2021, 2022, swim lessons were five dollars, and ten dollars per session for members, and \$20, \$40, or \$60 per session for non-members. But, again, that was 2021, and 2022. Lifeguards, in terms of staffing, it is clear from Swimsafe that they want and they will take recommendations with regard to lifeguards that have been with the City before, and that are applying from the City. The idea is, in a perfect world, to have lifeguards that are local, and are residents if we can go through and do

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Mayor Hawkins (continued): that. So, that's something that is wanted. There have been some questions in terms of how safe is Swimsafe. This is their business. They do routine training with regard to staff. They have certifications that they have to meet. To me, I think the most impressive thing, in terms of, I look at our resume, and I look at our neighboring communities is that as I see, one, their pool is well, specifically Evendale, Sharonville, not to take anything away from anybody else, but, I have family that lives in Evendale, I have close friends that are in Sharonville. I've frequented their pools before. So, those folks have been using them for some time now. There have been some questions with regard to what is the City doing in terms of trying to staff still? We still have out requests and interviews for staffing. That started in December. Mr. (Charlie) Wilson tries to start that process fairly early on. Still, going through and doing it. Putting up information for interviews and what have you. Don't know where things will go. Council will have the opportunity to make a decision with regard to that, but, trying to make sure that we are looking at all options to be able to open on time. I will note, and, the information in talking with Mr. (Charlie) Wilson, he likes to be able to have a very solid amount of staffing in terms of lifeguards by February, and the reality is as we're hitting the beginning of February, we weren't where we wanted to be, and that's when he had conversations with Administration, and he had conversations with me. We will still be able to do late night swims. The teens and family events are programmed within there, and programmed within the cost. There's been some discussion about pool hours and so the pool hours do close a little bit earlier, and the reality for that is the Recreation Center is going to close at 5:00 p.m. on the weekend. And, so, we have to make sure that the facility is secure when we leave. We can't just leave that to somebody else. So, it's a compromise as opposed to having staff that stays until 7:00 p.m., they'd stay until 6:00 p.m. They'd make sure the facility is secure prior to going home. It's important to note cost-wise, when you look at the budget, Swimsafe is still within our current pool budget. Slightly under for the time being, but that was a consideration. Initially, when the Administration came to me and we looked at things, the initial cost was going to be about \$70,000 above where we budgeted, which still, personally, I had an open mind to. Obviously, that would have been something that would have come to Council, but, being able to tweak the hours a bit, primarily from the practical standpoint that we need somebody from the Recreation Center to be able to close the facility down, that did impact some of the cost, and so we're able to stay in budget, but, again, I'd be willing to go beyond that if we needed to. Those are the main things I wanted to get out. Obviously, I'm sure there's going to be plenty of discussion. There may be a couple of questions/comments at the appropriate times for residents to be able to speak. Obviously, Council is going to have, I'm sure, a big discussion with regard to it this evening. I just wanted to note for myself, the City Administration, Director Wilson, Mr. Jones, Mr. Uhl, the ideal thing would be to self-manage. We're in a position where what we're trying to do goal-wise is open on time. And, be able to provide the aquatic services that City residents, our Sailfish, are used to having. And, in doing so, problem-solving this is what the idea has come to at this point. I just wanted to make sure. Is there anything I've misstated Mr. Uhl or Mr. Jones?

Mr. Jones: No.

Mayor Hawkins: Okay. Thank you, Mr. President, and obviously I'm sure there will be more discussion later on.

President Anderson: Thank you for that and I appreciate you giving at least an overview of that. I know there might be people in the audience that want to speak to it. So, that's helpful because the majority of the discussion for that from Council should be held for the actual section of the ordinance in discussion. But, thank you for the overview as part of your Mayor's Report.

Administrator's Report	Mr. Jones	-	No report
Law Director's Report	Mr. Braun	-	No report

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Engineer's Report

Mr. Riggs: Thank you. So, we're moving along with the Northland Boulevard Project. We submitted right-of-way certification to ODOT (Ohio Department of Transportation) January 18th. We submitted revised final plans to address ODOT's review comments on February 4th. We're looking to close on all the right-of-way and the easements and the parcels sometime in March, and that will allow ODOT to let the project, or bid the project in May, and construction to start in July. So, we're on track with that project. We're also waiting on Hamilton County's determination. We submitted a \$100,000 grant application under the Community and Economic Development Assistance Program. Hopefully, we'll hear about that one at the end of the month. Before the end of the month rather. The Community Center HVAC Replacement Project; the large rooftop units. They were supposed to be in February, but, apparently, we're running a little bit behind, so, they're going to be next month is when they're expected to be delivered. The Crescentville Road State Route 4 to 747 Improvement Project; that's the one Butler County Engineer's Office is managing. They bid the project, and received two bids. Barrett (Paving) being the low bidder. They're going to hold the pre-construction meeting on March 7th. Tri-County Parkway Sidewalk Extension Project; we're getting close to wrapping up the design; 98% plans were submitted to Public Works on January 22nd. There's a few, like one, maybe two temporary easements that are needed. Then, once those are secured, we can begin construction, or, go to bid, and begin construction. And, that's all I had.

Rental Program Committee	Mr. Vanover	-	No report
Communications		-	None

Communications from the Audience

President Anderson: In a moment, I'll open the floor for communications. I just want to let people know if you've not been around here, we do have civility rules and decorum rules for any comments and questioning. That will be enforced uniformly. Also note that if you're here related to the pool item, just understand when we get to the ordinances there is not a public hearing attached to that, and that will be limited to Council and Administration, and related Departments talking about it, so, if you have comments about it, or any other matter, this would be one of two opportunities you have to speak to Council. The first one will be now, and the second one would be later after Item 14; much later in the meeting. So, with that in mind, at this point, I'm opening the floor for Communications from the Audience if anyone would like to address Council for any reason. What you would do is step up to the podium, make sure you state your name and address, and then you'll have up to five minutes to speak to Council.

Ms. Messer: Carol Messer, Springdale resident; 12182 Springdale Lake Drive. Thank you Administration, and Council for your time. First, I would like to acknowledge my lovely Springdale neighbors past and present; Brandiss, Candace, Debbie, Diana, Karen, Linda, Lori, Renita, Sheila, Taea, Tasha, and Tiffany. These excellent women, along with many others have taught me the beauty, and value of black culture in our community. I'm honored to know them, and call them friends. Thank you. Next, I would like to commend the following Community Staff; Sherry, she has been so helpful explaining all the senior programs available. I have asked her many questions. She is patient and kind. I am thrilled that my grandmother now lives here in Springdale among a thriving senior community. Elizabeth; I love what she is doing to motivate our residents to be more active and involved at the Community Center. I recently celebrated Galentine's Day and even tried a new activity thanks to Elizabeth's thoughtful ideas and appealing announcements. Finally, I would like to share a few concerns I have about the way that residents and guests are greeted and assisted at the Community Center. I have had several members and guests mention to me that the front desk staff seem to be grumpy. I have also seen confusion related to upcoming community activities. Perhaps some additional staff training would be helpful. Thank you all for your time.

President Anderson: Would anyone from Administration or Council want to address?

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Mayor Hawkins: Thank you for coming out. Appreciate the comments, particularly with regard to some of our staff that you're finding are doing a great job. We will always strive to do the best that we can in all the positions that we're in, and, we'll move forward in that way, but, we appreciate the comments, and we'll take those under advisement. Thank you.

Ms. Messer: Thank you.

President Anderson: Thank you.

Ms. Brooks: You have to know this is not my favorite thing to do. I'm Sharon Brooks, 470 Grandin Avenue. Most of you probably know me as the former Aquatics Director, and, I'm probably going to cry because a lot of what you have to discuss is because of me. To say that I loved that job and the City is an understatement. I grew up in Springdale, I lived at the pool, and I swam for the Sailfish. I then had the pleasure of watching all three of my children do the same thing. I spent countless hours as President of the Sailfish Parent Board. It was once pointed out to me that I only attend City Council meetings when I'm asking for money on behalf of either the Sailfish or the SYB. Not here technically to ask for money. Quite honestly, I'm here to say, "Thank you." Resigning as the Aquatics Director was one of the hardest decisions I've had to make. I have a full-time job, and the responsibilities went from working the school year to working year-round. I wanted to make sure that everyone knew that it was my decision to resign. Having the opportunity to manage the pool has been a pleasure. I can't thank Charlie and Greg at the time enough for having the faith in me and giving me the opportunity. Thank you to Janet for always being so helpful, even if I asked the same question a million times. Thank you Tom Vanover for always being kind and supportive of me in whatever capacity I have represented him. Thank you Dan Jacobs for being a Sailfish parent I could always count on, and sharing Maddie with me and countless hours working the club rec concession stand. Thank you Jeff (Anderson) for always asking how things are going at the pool, and most importantly bringing Dan into my life. Yes, I can't not bring him up because that little man makes my heart so happy. Please tell him I said, "Hi" and give him a hug for me. Mayor Lawrence Hawkins, and that just makes me smile when I say that, thank you for your continuous support for me and my family. I wish you the best of luck as the Mayor. David (Gleaves) and Michelle (McFarland), I don't know you guys all that well. Michelle I actually babysat when she was way, way, little. But, I trust that you will always have what's in the best interest for Springdale in your heart. Lavonne and Doyle Webster, I can't thank you for all of the support; whether it be Club Rec, the Sailfish, or SYB, you have always been so supportive. I can't thank you both enough. You always ask how everything is going, and you truly have been very sincere. Thank you to both of you. Meghan (Sullivan-Wisecup), my friend; we've been through a lot together. Countless hours of bickering, laughing, crying, and planning. Thank you for being my friend, and giving me two great employees. We should get sushi soon. With all of that said, I can't leave without bringing up Swimsafe. There's been some talk about bringing Swimsafe in to operate the pool. To be honest with you, there were times last year I thought the same thing. Staffing was difficult. There were many times that we had to close the slide due to low staff. While I know you have your set of questions, and actually, Mayor Lawrence Hawkins, you answered most of mine. Except, I have one question about holidays. Because you talked about the hours with somebody being inside at the Recreation Center. On holidays, normally nobody is inside at the Recreation Center. So, that was my only question after that. I personally can't wait to be a patron of the pool, but, thank you to all of you and I like all these lovely ladies over here, and Ms. Messer. If it wasn't for the pool, I wouldn't know most of those people. So, thank you to all of you, and I know all of you will have Springdale's best interest at heart.

President Anderson: Thank you for coming in. I didn't expect to get misty eyed during Council Communications. I know there's a couple of comments here for you too, but I just wanted to say you're right to bring up Dan. He talks about you from the pool non-stop.

Ms. Brooks: I love him.

President Anderson: In the summer it's not, "Can I go to the pool?". It's, "Can I go to the pool to see my friend Sharon?"

Ms. Brooks: Yes.

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President Anderson: And, I know that's come across, not just with you. He has other people say the same things about our lifeguards because they're all part of the Community. So, I understand why people get attached to it. So, thank you for coming out. I know it's not easy to speak in front of an audience like this. But, know that you're just as much a part of Dan's life as it sounds like. You impacted him in ways you don't even realize.

Mr. Jacobs: It's us that need to thank you for all the service that you put in. We were lucky to find you to run the pool for all those years. When you brought up the fact that my daughters were Sailfish, and I'm seeing them, it's a lot.

Ms. Brooks: It brings back memories, doesn't it?

Mr. Jacobs: It does. But, thank you for all you've done over the years.

Ms. Brooks: Thank you.

Mrs. Sullivan-Wisecup: Ms. Brooks, I'm glad that we've met, and thank you for all of your work. Our 20+ year friendship has been very, very important to me in my position, because sometimes, when things are crazy, you are normal. And I love that about you.

Ms. Brooks: Sometimes.

Mrs. Sullivan-Wisecup: Sometimes. Thank you so much for all that you do at the pool.

Ms. Brooks: Well, thank you.

Mrs. Sullivan-Wisecup: You know how I feel about the pool. And, you know that I protect it with my life. And, I want to thank you for making it your life too. That was important, and I love that you did it. And, this is in no way, when you came up and you said that you felt that this was somehow your fault, my heart broke. Because, you have done so much for this pool, that I would challenge anybody in this City to say that any of this is your fault.

Ms. Brooks: I know.

Mrs. Sullivan-Wisecup: Because it's not.

Mr. Gleaves: Ms. Brooks, thank you. A little story. My wife cannot swim. She took swimming lessons this year for the first time, and she met you, and she talked about how gracious you are, and how professional you are, and I want to thank you for your service to us.

Ms. Brooks: Thank you.

Mr. Gleaves: You are a reason Springdale is what it is. And, I want to commend you for that.

Ms. Brooks: Well, thank you.

Mr. Gleaves: Thank you so much for everything you've done.

Ms. Brooks: Thank you.

Ms. Brooks: Long time.

Mr. Vanover: Long time. Yes.

Ms. Brooks: I didn't technically ask for money though. (laughter)

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Mr. Vanover: No, you didn't, but I would be remiss because you and your position was one of those that nobody saw anything going on until it broke. And then, they come screaming. But, your dedication, your love and enthusiasm and Mr. Gleaves is right. This is a perfect example of why Springdale is Springdale. And, I went through years, we had two kids go through Sailfish, and begrudgingly, donated stroke judge time.

Ms. Brooks: Of course.

Mr. Vanover: Because there was nothing else going on except that, so, but it is a part of it. I won't say disheartening, but, it makes you look because I can remember the days when the Springdale Sailfish numbers were north of 100, and now, about three to four years ago, I heard that we're in a small City division because the numbers had changed. I get the commitment. It's a huge commitment.

Ms. Brooks: It is, but, one I wouldn't change for the world.

Mr. Vanover: Exactly. Well, it's people like you that made that commitment.

Ms. Brooks: And these ladies over here too.

Mr. Vanover: Easy to do and to take, so, thank you and hang around and stay close.

Ms. Brooks: I am still working at the Community Center the second Sunday of every month, so stop by and see me whenever you want. I can promise you I will try to learn everything, but there's a lot to learn.

President Anderson: Oh, we're not done with you yet.

Mrs. Webster: Sharon, thank you very much for your dedication to the City. You've always had it in your best interest, and thanks again for the nice compliment.

Ms. Brooks: Thank you. And, you're welcome.

Ms. McFarland: I don't want to point out that you were my babysitter, but, since you said it, I can throw back to that, and, you know, I just remember being a little kid and looking up to you and when I showed up at the pool with my kids to, for whatever reason, do the same thing my parents did, I was so grateful to see you there, and you will definitely be missed. The stories I have heard about you can just go on and on. Just about your heart and your commitment, and I will be happy to hang out with you at the pool any day.

Ms. Brooks: I would love that. Thank you.

Mayor Hawkins: You are Springdale through and through. And, I appreciate all of your time and service. This situation is not your fault. But, what you can look at and see is you're not replaceable.

Ms. Brooks: True.

Mayor Hawkins: That's a reality.

Ms. Brooks: I like that.

Mayor Hawkins: But, in all seriousness, thank you for all that you've done.

Ms. Brooks: Thank you. And, you're welcome.

President Anderson: You see these connections. This is why this type of change touches people. I'm glad Mayor Hawkins mentioned that connection and you heard that. So, there's more people that want to talk. But, thank you.

Ms. Brooks: Thank you.

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President Anderson: Are we done Mayor Hawkins?

Mayor Hawkins: I was going to say one last thing in regards to your question. Holidays is something that we'll work through in terms of staff and make sure that it's taken care of. We will be open on those holidays if we have to send Mr. Anderson out in a speedo to sit there and manage it, that's what we'll do.

Ms. Brooks: Thank you.

President Anderson: Sharon, you might have to certify me first. I know you used to do that.

Ms. Brooks: You have until the end of March.

President Anderson: Okay, I'll take care of it.

Ms. Brooks: Okay.

President Anderson: Thank you.

Mr. Patel: Hi, good evening to all Council. My name is Avi Patel. I'm from 330 Glensprings Drive. Starting to get a little concerned about the Bugatti's Ultra Lounge next door to me. We've had a lot of complaints at my hotel. This is my dad Yateen Patel. We both are the owner and the manager, myself. Customers are complaining that there's too much noise. I know law enforcement is there every night when the bar is open. And, there's just way too much traffic. I think the Health Department knows about this issue. Just wanted to address it to you guys so we can move forward. I know that building is definitely in the maximum capacity; more than that for sure. And, on my property, once that bar closes, there's way too many issues that happen. I've towed so many cars and then they just come back to us. I have to stay up until 3:00 in the morning until the bar closes every week, which is not ideal, and I don't really look forward to it. If I'm paying my night guy hourly rate, I should be able to have a peaceful sleep. Am I correct? So, that's not happening is what I'm saying, and I know that you guys are taking the change for it. All I'm saying is something needs to happen. I think that the Ultra Lounge customers are parking on our lot. I've talked to the City Manager as well saying that you guys are going to put some barricades up or something to block that parking lot, which is good. I'm trying my best to do that as well. If that could just change, I think that we can make a difference, and I think if anyone saw the Fox news recently, there was a shooting with law enforcement involved in that, which is not really good for our City. I'm not saying the bar should be just automatically closed, but, if the traffic can be less, it's going to be good for me as well as the hotel owner next door. And, we all can have a peaceful sleep.

Mr. Patel (2): I think the Officer caught him on the ramp.

Mr. Patel: Like I said, I know law enforcement is there. They're doing what they can. But, sometimes, it just gets over their heads there. And, all we're trying to say is that if something could be implemented, that would be great. Thank you.

Mayor Hawkins: Mr. Patel, and Mr. Patel, thank you for coming out. We appreciate that. Obviously, the City wants to make sure that our business owners, as well as our residents are taken care of and safe, and able to run their businesses effectively without interruption or inconvenience. The situation with regard to some of the individuals that frequent that establishment is well within the radar of the City Administration and law enforcement. I believe Chief Butler spoke with you. So, you know firsthand, we're on top of things. Patrols are close together, and folks are monitoring that situation on the nights when they're open and busy. We're going through a number of things we're thinking about in terms of managing parking. There's safety concerns if the roadway going down towards you guys is blocked up, we've got to be able to make sure we have our first responders, fire trucks, ambulances, what have you to be able to get there so, the parking situation is something that we're addressing and going to be enforcing going forward and in terms of the concerns with regard to crowding and things of that nature, those are all things that are being examined as well. We're looking at a number of different ways to make sure that everybody stays safe, and that everybody is able to effectively run their businesses. So, we're going through that process. You can be rest assured on that and as you

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Mayor Hawkins (continued): have, hopefully you don't, but if you do have issues, you always should feel free, and I'm sure Chief Butler indicated this to contact the Police Department. You can contact City Administration, and keep us apprised because we want to know about different things that may come on there. There may be things that happen that don't reach the level of law enforcement being called out there, but, we want to know those things, and make note of them. It's also important to know that as you go through these things if someone has a liquor license with the State, they need to make sure that they're abiding by the law and they're not doing things that would be otherwise dangerous or a public nuisance. Those are all things that we're looking at, and we hope that you guys can be successful. We hope that the restaurant, Bugatti's can be successful, and we want everybody to be okay.

Mr. Patel: I'm not looking to downgrade the bar. Like, hey, it's a bar, it's there to be there, correct? Right? I'm just saying for all our safety concerns, and for law enforcement, I'm not saying they're not doing anything. Absolutely not. They're doing the best they can. It's just again, like you said, as long as the ambulance and all that can get through, first responders. It's just not only my issue, Extended Stay at 320 (Glensprings) right behind me, they're having issues as well. She couldn't make it today, so, I'm speaking on behalf of her and myself as well. But, I understand that you guys are taking some actions, which is great to hear. So, I'm looking forward to seeing what happens moving forward.

Mayor Hawkins: We appreciate it. And, again, please let us know. Call the non-emergency line if it's not an emergency. Call 911 if it is, and keep us apprised and the City Administration.

Mr. Patel (2): We have to call like Fridays, Saturdays, Sundays, and Mondays we have to call like three to five times a night. Which is not good.

Mr. Patel: It's not ideal for the City. I think Sharonville started the call record, which is not in Springdale, which is a good thing right now. But, if it comes there, then it looks bad on our numbers saying that there's too much violence here. It looks bad on my numbers saying that there's too many actions happening here if a potential buyer comes in, then it's looking bad on us. So, I'm trying to limit the number of calls for the non-emergency as much as I can, but, then, if it gets over my head, then I just dial it. And, I understand. Before, it wasn't this issue, even if I call like even if I call at 2:00 in the morning, someone in the Police Department still answers, but now I think it goes to Hamilton County, which they take a little bit longer to get the law enforcement out. They come, but, I mean, this stuff finishes up. So, before when the bar wasn't started, I think law enforcement used to stay around my area and just sit for a couple of hours. I know it's a little hard right now, but, I mean, if they can start that again, that would be great.

Mayor Hawkins: And, I know I've spoken with one of the officers that was there for the instance a couple of weeks ago now, and, so, they're very mindful of the circumstances and they're watching things to keep everybody safe.

Mr. Patel: I've seen them around. I know that things need some process to change, so.

Mayor Hawkins: It will take a little bit of time, but, we're watching closely.

Mr. Patel: Perfect. Thank you so much guys.

Mayor Hawkins: Thank you.

Mr. Vanover: Administration, wouldn't this fall under our seven strikes nuisance properties so, we've got a cannon that we can load up?

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Mr. Uhl: Yes, you're 100% correct. It would fall under the Chronic Nuisance Properties. We are keeping tabs on items. Our Police Department, our Fire Department, our Building Department, our Health Department, and Public Works Department are all collectively working on this with outside agencies. So, it is, and will be addressed I assure you. We're trying to get to the true cause of the problem, and, we're trying to meet with the management team of Bugatti's as well to make sure that they enact the proper security measures, and prevent a lot of the issues from spilling over on to your property. But, we are definitely dedicated to making this a more conducive environment for everyone.

President Anderson: And, just to close that thought, Messrs. Patel, if you don't see action, or if you're not getting the answers you need, feel free to come back and we can talk about it again. But, I think you've heard that you have our attention. But, just know that if it's not working, speak up. Alright. Thank you. The floor is still open for anyone who wants to address council for any reason.

Ms. Anderson: Hello, I'm Karen Anderson. I live at 12085 Greencastle. Well first, I want to start out by thanking Sharon (Brooks). I did my first summer of lifeguarding in my early 40's here at Springdale in 2020, and it was great, and I did that because of the lifeguard shortages that we're all experiencing. I was happy to do it. It was a great summer. Sharon's a wonderful boss. I love the pool. Now, I'm going to come in a little hot, so, bear with me. I'm doing it because I care, and I know you all do too, and we all want what's best for Springdale. So, here I go. Plenty of people have raised specific concerns which Mayor Hawkins addressed pretty well prior to this meeting about this major change of the running of our pool. So, I'm going to focus on sort of the process, and why I think people are upset with the City a lot of the time. We want transparency. And, we want more, and better communication. You have passionate citizens here who are volunteering their time for the betterment of our Community, but, when the City is facing a problem or opportunity, you seem to leave us out. You make decisions and present them to us when it's too late to change anything. You have so many volunteers serving on Commissions and Committees. We are here and we want to help. Part of government is governing. Providing services to residents. Working with resident commissions for hiring. Making sure the garbage is picked up and the roads are plowed in the winter. And, there are awesome extra perks to living in Springdale like our own Health Department, free mulch, the pickup of yard waste. We love all of this. We've used the dump truck many times. It's such a good benefit. We love the City. We appreciate what you all are doing. The other part of government, which seems to get neglected, deprioritized, or forgotten, is communication with residents. City leadership gets frustrated when citizens come in upset about City plans or decisions, and a lot of this could be avoided if you follow the basic business practice of inviting stakeholders in early in the process. You will receive free expertise if you bring in those who use whatever service you are about to change. You will receive creative solutions, and you will have a group of people helping to solve the problem. We saw this dysfunction in action when there were plans to relocate the Recreation Center. Residents weren't part of the Recreation Center design process and the floor plan left families with children out completely. Leadership seemed shocked and angered by the responses from parents. Had the City brought in a variety of residents from different backgrounds to participate in the planning, the needs of families may have been designed in, instead of crammed in later as an afterthought. This is the way our City has been run for years. It's a paternalistic leadership style that leaves out key stakeholders. You keep problems a secret, you work on a solution in secret, and then spring it on us without having taken everyone's needs into account. There are four new elected officials in office now. We were hoping for change. We were hoping for consideration, but here we are again with top down solutions that seem to neglect families. Bring us in early. We want to help. For goodness sakes, market to the teens for teen jobs, or at least market to the parents who can nudge their teens to apply. You posted the positions for the aquatic center once, on January 11th. There were no follow up posts. And, the teens are not on Facebook. Be better. Involve your residents, your stakeholders. Businesses know this, non-profits know this. Why don't you? Thank you for listening.

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Mr. Jacobs: Thanks for coming out. I had just one quick question. If we feel like, after our discussion that there will be no significant change in service, and I do know that the weekend hours is the one thing that I have heard that would be a change in service. If there's no change in service, do you still have concerns in terms of the product. I know, like, the decision making was top down. I understand that. But, if there is no change in service, how does that impact your decision?

Ms. Anderson: I'm not here to be pro or anti Swimsafe. I, like everybody else, I want our pool to be staffed, I want it to be safe. I want to be able to come and enjoy the pool. I don't necessarily care how that happens, but you do know like it's a huge cultural thing in Springdale, like, we've had our pool open, when, since the 50's? And, it's been staffed by us, by Springdale residents that whole time. That's like part of our culture is to have our kids grow up and work at the pool, and it's such a great experience. It's a culture shift to outsource it. So, you know, it's something to think about. I don't know that they tried hard enough to recruit staff. Usually, you guys start in December. I didn't see anything until January 11th, and, like I said, it was one post, and then Lawrence, you said three weeks ago is when you started working on this contract? That was less than a month after those positions were advertised to the Community. And, as far as I know, it was only advertised at the Recreation Center and on Facebook, and I think somebody shared an Indeed picture, but our teens aren't in those places.

Mr. Gleaves: Thank you, Ms. Anderson for coming out. Excuse me. I agree with you. I walked this City campaigning from every part of it. Talked to a lot of people. It all came back to the same thing about communication. You cannot have a good relationship unless you communicate. I don't care if it's church, marriage, sister, brother, businesses, us. You have to communicate. I don't think it's fair to any of us, and I'm speaking for me, I don't think that it's fair that I found out this information from someone who lives here. I shouldn't get that. There ought to be a process that it's transparent that you squash all of this. There's no need to have this if there's greater communication. We're going to work on it. Because that's what I told the people that I want to do. I believe that it's going to happen because I'm going to talk about it all the time. I'm a firm believer in that. I understand truly what a bad relationship is, and what a good relationship is. So, we are going to work on this. I'm going to work on it. I don't want to talk about too much other than this, because my father always said, "Stick to the subject at hand." That will be taken care of. I have faith in everybody up here that this needs to happen, and it will happen.

Ms. Anderson: Thank you. Yeah, I understand you guys weren't consulted early in the process either, so City Council is also starting off on their back foot.

Mr. Gleaves: Thank you.

Mr. Wisecup: Hello. My name is Ian Wisecup, 152 Silverwood Circle. I wanted to say first wanted to thank Sharon (Brooks) for her years of service of making our pool just a great community like atmosphere. I think that it was.

President Anderson: Could you speak up to the mic a little more.

Mr. Wisecup: I'm very quiet. Thank you Sharon for helping create the community atmosphere of the pool. I know that was also one thing that I was concerned about with hiring an outside company as that one major element has been sort of a community feeling. When you go to the pool, you often see, you know, maybe kids that your kids go to school with, or, you know, your kid's older sibling, and that was a big concern for me. Though, I understand that if there are staffing issues, making sure that the pool is open. But, I did have some questions. I know probably this deadline to sign for this contract is next week. I imagine it's short notice because we realize that we needed to staff the pool, but, I wanted to know how long we had planned to approach Swimsafe to drop this contract and also I had a question about the contract itself, specifically Section 12 dealing with the vandalism, that, as I understand, Swimsafe will not be liable for any sort of vandalism of anything that happens, or, for failure to prevent vandalism, or that sort of thing. I had concerns about that.

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President Anderson: Did Administration or Council want to address any of those questions tonight?

Mayor Hawkins: Thank you for coming out Ian, as well as everybody else, Ms. Anderson. So, in terms of staffing, the information that was given to me with regard to the process that Parks and Recreation goes through it's my understanding it's something that gets started in some form or shape in December. My other understanding is that the Department likes to have most of the staffing taken care of by the time you're getting to February. So, the conversations that Administration has had with Swimsafe and the Cincinnati Pool Management Group were both indicating that as you hit March, you're getting to be late in the game in terms of getting things set up and being able to move forward. So, it's a hard balance with regard to, I think, what the City has gone through in terms of you want to go and advertise, you want to go and try to get things staffed. At some point, you have to start looking at some other options if you're not where you normally would be, and that's how we got to this point. That's where things sit. In terms of the contract, yes, there's an aspect that says the vandalism, mischief, inclement weather, acts of God, what have you, they're asking for indemnification with regard to that. I do think we have things that are secure around that area and we do have insurance, heaven forbid some of those things happen. But, obviously, they also have a duty within the contract to try and maintain a safe environment. And, so, hopefully those things would not take place during their watch.

Mrs. Sullivan-Wisecup: All due respect, Mr. Mayor, you didn't answer his question. He asked when that process began is what he had (asked). Am I correct, Mr. Wisecup?

Mayor Hawkins: So, I defer to the Administration. I think we as far as was indicated, I was approached about this three weeks ago or so, that's when I was made aware of the circumstance of the situation, and, so, from there, it was what are we going to do to problem solve and try to get the pool open on time. And, so, I think as a result, Administration went and dug into what other options are there, started to go and get information from finding out there's two different pool management entities, and gathering that information and try and pare that down. I'll let Mr. Uhl address the timing of that, but that's what my recollection is.

President Anderson: And, before you start, you can certainly answer, so, we're still in Audience Communications, so, if it's something to address as questioning, you're not required to answer now, we can save it for later. But, you're welcome to answer now if there's something you want to add Mr. Uhl.

Mr. Uhl: Short answer is at the end of January, is when we first met with Mr. Wilson and Mr. Sanders to talk about some of the issues. After that, we asked them to go and find out what other municipalities are doing to operate their pool, and then, to also reach out to other vendors so that we had a couple of different options to sort through to see what would best suit our needs, but, more importantly, get our pool open and functional. So, and those all started right around the first week of February. To give an approximate time frame.

Mr. Gleaves: One more thing. Thank you for coming out. But, when you talk about communication, and thank you Mayor Hawkins for eloquently putting this out. You said it like it's supposed to be said, but, total communication would be somebody from the Parks and Recreation here also. There's nobody here. And, that's where you start. If it started there, someone should be here, and, Mr. Uhl, thank you, but, still, we have to eliminate this type of thing by having people to be here to represent their entity and that makes you feel comfortable with basically every level of it, and, we've got to work on that. We have to. So, thank you again.

Mayor Hawkins: I appreciate your sentiments, Mr. Gleaves, and I'm sure there's many people that will say, "Well, where is the representative with regards to Parks and Recreation?" Mr. Wilson is on paternity leave right now. I spoke with him this morning, I spoke with him this afternoon. He offered to leave the baby and come in. I told him do not do that. He spoke with Mr. Jones, he offered to leave the baby and come in and do that, and he spoke with Mr. Uhl; he offered to leave the baby and come in and do that. I told him do not do that. And, so, yes, if I had my perfect world, I would love for Charlie Wilson to be here, but, I'm not going to ask him to come in here under these circumstances and I figured we will address it and handle the brunt of that

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Mayor Hawkins (continued): in his absence. But, I understand the sentiments, but, for other circumstances, he would be here. Thank you though.

President Anderson: Thank you for coming in and thank you for your comments Mr. Wisecup.

Mr. Spradlin: Hello everybody. My name is Cole Spradlin. This is actually my first ever City Council meeting that I've been to. (applause) Thank you. I'm not really here to ask any questions. I just have a statement. Swimsafe, I came here kind of leaning one way, then, as it went on, I'm not leaning towards any way at this point. I think my only concern with Swimsafe is swim lessons. You know, I worked at the pool for three years, Sharon (Brooks) was my favorite Aquatic Director. We had Kara Utrecht, now VanHorn, she helped run swim lessons for a long time, her sister Kelly also did it for a long time, and they were really good at running the program. We used the Red Cross program, and I think my only just concern is if we do Swimsafe, we're no longer using Red Cross' program. We are now using a program that Swimsafe has made, and I haven't heard a lot about it, and I'm just a little concerned; would the quality level of swim lessons go down or go up? As someone who has taught swim lessons here, that is my concern. I'm sorry for repeating myself.

Mayor Hawkins: First off, welcome Cole. Secondly, I encourage you, having been a lifeguard before, to apply and do that. This is important that Swimsafe wants our local folks. They want folks that have lifeguarded here before. They want this to have that same sense of community. And, it's the same thing I think if you went to Sharonville and Evendale. They have local kids that are going there doing it. I can't speak to the swim lessons and the difference therein. This is, you know, it's like Mr. Miagi says, "First time me, first time you". We're going to find out. If there's something that doesn't work, then we won't do it again. But, having people that have been engaged and helping us have a successful pool, we want to see them engaged again. So, encourage you to come through. But, thank you for coming out.

Ms. Wells: Hello. My name is Katie Wells and I live at 11486 Bernhardt Court. And, bear with me here while I have a few questions for you, but I'd also like to shout out to Sharon (Brooks). You are literally Springdale, and, you've made such an impact on my life and a lot of people's lives. And, we love you so much. I also want to say "What she said", to Karen Anderson. Because, we've been asked quite a few times "What do we want?". "What she said". Moving on from that, I have quite a few questions, but, I read the agenda packet numerous times trying to understand everything, just to be an informed citizen, and, I keep coming back to page 25, I'm not sure if that matches your packets guys, but this is what's on the website. So, it looks like the paper says "15" at the bottom. On my screen it's a page "25". This is Exhibit B. I see the pool operating hours, the concession operating hours, I see the school days, and then it does mention after parties, which we did have addressed a little bit that we have four after hour parties from 8-10 with a three week prior notice of events, and, I'm sure because I'm a little aware now of how early you get the brochure out that that's been taken care of. I'm sure everyone's done their due diligence on the back end. I'm just a fan of contracts and crossing our t's and dotting our i's. I also see on the staffing section where they do mention that lifeguards are going to be provided during the hours of operations specified above. The lifeguard's manager will be provided for swim team practice, swim lessons, and home swim meets. And, that one line is the only place that swim team is mentioned. I do see where they talk about the pool party fee schedule, and structure with the \$30 per hour per lifeguard or manager for after-hours pool parties. And, I know Lawrence (Hawkins) brought up the cost, and how again, due diligence, everybody's looked at the cost, but it is not clear, it is absolutely not clear with what I am reading if the \$30 per hour would only be after hour parties, or out of business hours. I'm sure a lot of people are aware that our swim team begins at 5:30 a.m., and it runs all the way to 10:00 a.m. I'm not going to do the math for you guys, but if that's at \$30 an hour per lifeguard, per manager, that is a lot of money. That is stated in the contract that will be billed to the City. That is extremely expensive. It is not clear in what I am reading, and, I am very, very concerned about how we can afford that. If it was already factored in to the cost overall, that's great. Like I said, I'm sure everyone's done their due diligence, but that is a scary number, and what I'm worried about is it is not taken care of in this contract. It is missed. I don't want to rush a contract. I would rather personally see the pool open late to make sure that everything is addressed and nothing is missed. I don't know how we would afford \$30 an hour. I don't. If it's not taken care of in this contract, who's going to foot the bill? Will we lose swim team because

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Ms. Wells (continued): swim team cannot fundraise that kind of money. Moving on from that, our swim coaches normally work in the mornings for swim lessons. That's clear. I'm not sure how that's going to work for them if a lot of our swim coaches will still be working in the morning, if we pass this, that part is a little unclear for me as well. I don't know if anyone can clarify that piece. I'm also aware of the guards' certifications, and I did some research with Safeswim, and it's come to my attention that they hire 15 and up, if that's still accurate, and they do not pay for anyone's certifications. That's going to be at the cost of the teenagers or whoever is going to be hired. Now, I'm not sure if the City still plans on reimbursing those certifications at the end of the season like I believe has happened in the past, and if I'm mistaken on that, you can correct me. But, I'm curious on what that would look like for anyone who wants to work at our pool because they will have to pay for their certification. And then, is there, with the no compete in this contract, if we have people that want to return, are they going to be hired on through the City, or are they going to be hired on with Swimsafe, because, if they're hired on with Swimsafe, and something were to happen, there's a whole year where they can't come work for us.

President Anderson: Did anyone on Council or Administration want to address any of those, or are saving it for the ordinance discussion?

Mrs. Webster: I have never been involved with the pool, or anything like that. But, I think I've heard enough tonight. I've read that article about five times today, and I think we've got too many unanswered questions. And, I think we should table this until whomever can get more answers. How much are we paying our lifeguards now? I don't know. What are we doing with everything? I don't know. I don't go down to the pool. I can't swim, so I just don't go. But, I just think there's too many questions from everybody that I think if we tabled this, I think it might be a good move. So I would make a motion that we table it.

President Anderson: We're not to the point. I'm not accepting motions right now. When we get to ordinances we can...

Mrs. Webster: Please?

President Anderson: We're not at the point that we're taking motions right now, we're in the middle of audience communications, so I'd ask that you save that for the later moment. Was there any other feedback or answers for Ms. Wells.

Mayor Hawkins: Ms. Wells, in terms of the, and again, it's my understanding, Mr. Uhl, and Mr. Jones, correct me if I'm wrong, that the total number of the cost that's in the contract is including the timeframe for folks doing swim lessons as well as doing swim team for the practices and the meets. So, it's my understanding that's factored in there. Again, when I first had this conversation with our Administrative staff, the first question was what's the impact with regard to swim team, what's the impact with regard to us being able to do our night swims, teen events, what have you, and when those boxes were checked, if we can still do those, then I said let's get down to the nuts and bolts of the rest of that in terms of what both of those entities offer. In terms of the non-compete, when we get into discussion and Mr. Braun could address that, I know that's something that was gone back over with regard to some of that language if they were a Springdale lifeguard in the past, then it doesn't impact or affect them with regard to that situation. And, again, it's one of those things where they want to have people and they're asking for if there's a recommendation from the City and someone who applies, they want those people first, versus people from the outside. So, we can probably have some further addressing regarding those things when it comes to discussion, but am I correct Administration with regard to that information?

President Anderson: I'm sorry, you're time is up unless there's a quick comment you wanted to close with. Your time is expired.

Ms. Matheny: Julie Matheny, 669 Park Avenue. I have a lot of concerns about this whole thing, but, one of my biggest concerns, and I'm going to read it to you, it's in the fees and collection costs, where this organization gets sued, the City is picking up their legal bills, and all the court costs. How in the world did this pass any muster? In what world is that a good situation for the City? That's my question to Administration and City Council. Thank you.

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President Anderson: I think she's referring to Section 24 in the contract on page 12 if people are interested. Did Administration or anyone on Council want to address those comments? We can certainly address it during ordinance.

Mayor Hawkins: With regard to the section you're referring to, and Mr. Braun can correct me if I'm wrong, this is addressing if there is a dispute with regard to the City and Swimsafe regarding our relationship contractually therein. And, so, it's not uncommon if someone were to say that if there was a legal action between two parties that one would address paying for either litigation fees, or the cost for arbitration, or mediation. Some of that stuff is going to be based on if it's meritorious or not, but, it's really addressing the relationship between us and Swimsafe.

Mr. Braun: This is not a broad indemnification clause. I would also add that there were numerous provisions in this agreement over the past couple weeks that we've stricken from this. This relates solely to a dispute with us and Swimsafe. So, it wouldn't involve third parties suing on an open claim. Just so you know. But, there were provisions, related in that, that were removed. That's the only thing I'd point out.

Mayor Hawkins: And, just, also along the lines in terms of indemnification and protection of the City, under section 17, "SSPM" (Swimsafe) "shall indemnify, defend and hold harmless the Client," (City) "and its officers, directors, members, employees and agents from any and all claims, suits, actions demands, judgements, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising through or on account of any act of negligence or intentional act or omission by SSPM" (Swimsafe) "or its agents or employees." That's actually the thing that's the most important in terms of protecting the City with regard to actions that Swimsafe may do at our pool. Thank you.

President Anderson: Ms. Brooks if we can have you come back, I'll give you another five minutes. (laughter) Sorry.

Ms. Cardona: Hello, I am Sharon Cardona, 11824 Neuss Avenue. I actually wasn't planning on coming up and talking because my predecessors had done such a wonderful job. I am not a lawyer, I'll leave that up to Mayor Hawkins to do all the legal understanding of the contract. But, just as a person who watches body language, I'm noticing that there's a little bit of what seems to be a first time reading of the contract is happening here, especially, as people who have asked you questions regarding the vandalism component. I'm noticing that there's things missing about the swim team component. I'm noticing that there's key elements missing. Mayor Hawkins, I think you mentioned that the job had gotten posted, somebody had mentioned the fact that the job got posted on January 11th, and then you started talking with Swimsafe about two weeks later, giving it about two weeks processing time of allowing for the possible hiring. I only happened to see that there were any job postings because I happen to be a Facebook scroller. My teen also had applied only because he found out that I was looking at it and saying, "Hey, there's a job opening for the swim guard or the pool gate". So, again, and, unless somebody happens to be a Facebook scroller, or their parent is, they may miss these postings. And, so, kind of what some of my fellow neighbors have commented is that there's not the transparency that's happening. I know that you have mentioned that you feel like, "Yes, we need to have that here." We have Charlie Wilson, that you mentioned is on paternity leave. However, Steven, who we've also worked with quite a bit through the swim team, the Sailfish, we've worked with him a lot. Where is he? He's part of the pool staff, I think, from my understanding. So, I guess my overall take of this, and, I know you guys aren't yet on the passing of the motions, or anything like that. My concern is that I don't know how much transparency is happening. Not only in the communication that's happening with you all, but, also looking into the Community, all of a sudden we had an emergency, we needed to pass this contract that's happening, we need to get on this so we can pass the opening of the pool, but, also, among each other, I'm not seeing this whole communication that's happening, or even of the thoroughness of going through the contract. Again, I am not a contract reader, I'm just an interpreter, and, so, I am just seeing a whole lot of disconnect happening. And, that's my comment for here.

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President Anderson: Thank you Ms. Cardona. Did anyone want to address those comments?

Mayor Hawkins: Thank you, Ms. Cardona. I will indicate that I have reviewed the contract. I've been over it. I've highlighted it, I've marked it. I know the Administration has gone through their things that have been changed. I can't tell you how many times there have been revisions of it in terms of with the Administrative staff and Mr. Braun have had contacts with Swimsafe. But, that's the only input I can give you with regard to it, but, I appreciate the comments.

Ms. Cardona: Thank you.

Ms. Chapman: Hi, Megan Chapman, I'm on Vista Glen Drive. And, I just have a question regarding the non-compete portion of the contract.

President Anderson: Ms. Chapman if you could just scoot over a little. Thank you.

Ms. Chapman: Sorry. I have a question about the non-compete portion of the contract. As far as if we get, I know you said old lifeguards are exempt, but, I'm sure there are newly turned 15 year olds that are looking forward to working at the pool this summer. If they're residents, what kind of recourse do we have to ensure that, should we not renew with Swimsafe, that, you know, they'll be available to work with us next year.

Mr. Uhl: The non-compete clause in there, we've spoken to Swimsafe, it's in the contract now, that, if they apply with us, or have been employed with us previously, that non-compete clause does not apply to them. So, even moving forward, should someone apply today, that person would still be permissible to hire for the City next year. So, it wouldn't apply. So, anybody applying through us, right, we still have the first right of employment for future endeavors. So they wouldn't be excluded.

Ms. Chapman: I was just confused and looking for the clarification on that, so, thank you.

Mr. Uhl: Correct. You're welcome.

Ms. Chapman: Alright. That's all I've got.

President Anderson: Thank you.

Ordinances and Resolutions

Ordinance No. 08-2024

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SWIMSAFE POOL MANAGEMENT, INC. AND DECLARING AN EMERGENCY

President Anderson: Council you have heard the reading of Ordinance No. 08-2024. Before I ask for the action you want to take, I just want to remind Council of some of the process that we can use for an ordinance like this. Earlier, Mrs. Webster brought up the idea of tabling. You should know that we do have the opportunity to if Council's pleasure is to begin consideration of the ordinance that does have the emergency clause, we can still have the discussion about it, and, before we do the vote, there will be opportunities inside of discussion if anyone on Council would want to make a motion to table, you would have that opportunity then. So, before we move on, I'd encourage people to give the Administration and Council the opportunity to have discussion. But, we can certainly operate in the manner that you want. So, there's some lights. Are these for after? Okay. Before that, I recognize Mr. Vanover, did you have a comment to add to that?

Mr. Vanover: Also, we have the decision that just because the emergency clause is there, we can ignore it, and do multiple readings, so that is another option that is on the table, just as a reminder.

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President Anderson: Yes. Thank you for that reminder. So, how that would work, if Council would be interested in that option, after we put the ordinance into consideration, any Councilmember has the ability to make a motion to amend the ordinance, and, the way you would do that is you would make a motion to amend to remove the emergency clause, and then we could act on that if you wanted to have a second reading. Again, that's all things we can do in a moment. I just wanted to make sure people understand how we're going to proceed. So, you have those options. Did you have something to add Mr. Uhl about that before we continue?

Mr. Uhl: More of a matter of discussion if you'd like to wait.

President Anderson: I would. So, now knowing how the process works since there are some new people up here, at this point, Council, you've heard the reading of Ordinance No. 08-2024, what is your pleasure?

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 08-2024; Mr. Jacobs seconded.

Mr. Uhl: I just wanted to clear up a couple of things that were brought up during communications from the audience. I know there was some discussion, in question on did the City do enough to attract members, or residents to apply. And, I can assure you that we started this process back in December. We've reached out to schools, we've reached out to clubs, we've reached out to groups. Mr. Sanders specifically has reached out to prior lifeguards, he had conversations and emails with them to talk with them about returning, and there was a discussion this evening with prior lifeguards at the Community Center, kind of a group session down there with returning lifeguards to kind of talk about what some of the forecast of the pool looks like to kind of make sure that they're aware of that. But, you know, the issue really boils down to staffing, and a lot of our conversations with Swimsafe was a matter of nothing really is going to change. We're not handing over the keys to our pool and saying, "Hey, go do what you will". We still have complete oversight, complete management, or complete supervisory authority over the pool and how it operates. Their personnel will be the personnel that are staffing our positions so that we can make sure that our pool is able to be opened for this season, but, we're not turning over the keys by engaging in this contract. We're merely having their staffing services come in to fill these vacant positions that have been difficult for us over the past couple of years, and, I know Ms. Brooks can, you know, shed light too that she kind of indicated that staffing has been an issue over the past couple of years. We're not the only ones that have had these issues. We, along with Blue Ash, are just the last two municipalities who have not gone with a contracted service. So, we're not the first ones to engage a management company to come and staff our lifeguard chairs, and our concession stands. We're kind of at the tail end. I think we've really done a good job as a City, overall, on maintaining our staffing so that we could self-manage our pool. And, I think there is a lot to be said for Sharon Brooks and the job that she did, and she made it look really easy, and now we're realizing how difficult that truly was. But, all in all, I just want to re-emphasize the point that we're not turning over the keys. This still remains ours. This is a staffing solution to make sure that we can get our pool operational and open and then maintained as well.

Ms. McFarland: I have had several people reach out with multiple questions. The first one I will present is, as a staffing issue for the City, why do we assume that Swimsafe will not have staffing issues? And, if they do have staffing issues, Sharon (Brooks) was amazing at, against my kids better wishes, closing the slide. What will happen? Will they just shut down the pool for the day? Will they shift staffing? What does that look like?

Mr. Uhl: My understanding is Swimsafe has a deeper bullpen to pull lifeguards and staff from. They have more than just the 24 guards that we set out to get. So, although there may be people that are at different pools that would work some hours at Evendale, or Woodlawn, that would potentially pick up hours at Springdale's pool as well. So, they have assured us that they will be able to staff our pool, provided we start this process sooner than later. The way they described it to us is the train is already moving for their processes. They're already having staff trained at the different pools. They're training lifeguards, so, the train is moving.

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Mr. Uhl (continued): It's not full speed yet, we can still jump on. There will be a point in time where we won't be able to get on the train any longer, and then there won't be any seats available.

Ms. McFarland: In response to that, some of the locations that have used Swimsafe, or currently use Swimsafe have in the last few years experienced staffing issues. So, they are having staffing issues. That's been apparent in other communities. So, again, why do we think it would be different?

President Anderson: So, maybe to add to that, is there a point in the contract that we need to add to explain what happens, or, is Administration comfortable with having enough recourse that you can administer it?

Mr. Uhl: I believe as Administration, we are comfortable with the conversations that Mr. Wilson has had with Swimsafe; that our pool was going to be adequately covered.

Mayor Hawkins: From a general standpoint, if you enter into a contract, and there's obligations and you make guarantees and you don't follow those guarantees, then you're in breach, and so there's no way that I, or anyone, can sit and guarantee that anybody's going to do anything no different than me getting a contractor to go build an addition onto my house, that they're going to do it to my specifications, and in a timely manner. If they don't, then there's consequences that we can go after them within terms of the breach of contract. I think the part that's consistent that we've heard, and the part that's consistent, with anybody that's been engaged in the pool and Ms. Brooks has indicated, staffing for lifeguards and staffing for aquatic situations is difficult. And, so, the idea of using an entity that has multiple resources, as Mr. Uhl said, maybe a deeper bullpen to be able to pull from, puts us into a better position to be able to take care of providing the service that we're looking for at the pool. That's what it comes down to. Nobody is dis-encouraging anybody from applying that lives in the City. In fact, it is the complete opposite. Folks are encouraged, if they are in the City, to come and be a lifeguard at our pool. We're talking about communication and as Ms. Anderson said, "Hey, it could be done better." You've got a problem, you could let people know there's a problem, hey, there's a problem and there's an issue in terms of staffing, and, so, folks want you to be lifeguards, please come be a lifeguard as I had said to Cole, come back and be a lifeguard. We're interested in it. So, in terms of Community sense, and the same feel, we can still do all of those things. We want people to come in. Swimsafe wants us to have people from within the Community, and managing and maintaining that. But, in terms of an assurance that the pool is going to be staffed and they're going to follow the contract, I can't do that. I don't think anybody can go and do that, but, they're going to be civilly liable if they don't. I think that's the main thing.

Mrs. Sullivan-Wisecup: I actually have a couple of questions. Just for clarification, I happen to know Mr. Spradlin, and I know that he is currently, he did apply and he went to that meeting. So, he technically is one of our lifeguards. I want to show him that respect. Number one, he just came from a meeting, and he had questions. He just came from a meeting where you told us that it was a group setting where people were going to be explained what was going on. So, the kids who you want, or the adults who you want to work in our Community and to be our lifeguards found out today, correct? Found out today about Swimsafe, and he still came here to have questions because it was not explained to him correctly. I'm sorry. I'm sorry that happened to you. That's not acceptable. Second of all, we have a Recreation Commission. A Recreation Commission is a sounding board that is made of Community members. It is made up of people who we've asked to have a say specifically in the Parks and Recs, and you're telling me it's been three weeks? You had a Parks and Recreation meeting since then. You knew. I am so angry right now, I'm trying not to shake. I don't like to feel like anybody is being dishonest, because I know everybody up here are honest people. I know you all personally, and, I've never, ever thought that anybody over here has been dishonest. But, today, I honest to God feel like you lied to the people who work for you. You lied to the people you said you were going to serve. That's messed up. You lied to people who have always believed in you. When I was told that a question was specifically asked prior to the meeting, "Are we going to Swimsafe?" I was told that the City employee said, "No.", and that the Mayor doubled-down on "We're paying our lifeguards more now." We went to bat for them. We want to be there for them, and we did, and we believe it, and it was said. So, if this was ever even in the back of anybody's mind, why wasn't that communicated with anybody? We saw this on Friday when we got our email; we get the email on Friday. Within seconds of getting it, I messaged Mr. Jones. And I said, "Swimsafe?" And, he said, "It's what we

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Mrs. Sullivan-Wisecup (continued): have to do for staffing.” I said, “I understand that. It’s just that we’ve never heard this before.” There is a big concern also with me about what you had spoken about earlier about the money it costs...

President Anderson: I’m sorry, Ms. Sullivan-Wisecup, if I could pause you for just a minute. I just want to make sure that we keep...

Mrs. Sullivan-Wisecup: You want the question.

President Anderson: We’ll, keep the tone...

Mrs. Sullivan-Wisecup: Sorry.

President Anderson: And the comments as civil as possible.

Mrs. Sullivan-Wisecup: I’m sorry. I’m trying.

President Anderson: No, I understand that. I’m asking that we respect that. You did raise a question inside of there, and I think it’s fair that Administration have an opportunity to respond to that rather than having it sit out there. And, just so we can also take a beat. So, Mayor Hawkins, you had chimed in if that’s something you wanted to respond to, I’d certainly give you the floor.

Mayor Hawkins: Parks and Recreation met on February 6th, was when that meeting took place. And, I can’t tell you when Mr. Uhl and Mr. Jones had the communication with me with regard to the situation and circumstance. I can tell you that I have not lied to anybody. I can tell you that at Parks and Recreation, we didn’t have a discussion regarding Swimsafe.

Mrs. Sullivan-Wisecup: Not during, right before the meeting.

President Anderson: If we could use the mics and wait to let him finish.

Mayor Hawkins: I don’t recall any conversation took place regarding Swimsafe beforehand. If there was, again, I don’t recall that taking place. I know that through the course of, and that was the week that we had meetings with regards to Department Heads. And, so, I’m assuming that the conversation probably took place with myself and City Administration that week. I couldn’t tell you when that took place, but there was nothing that was a discussion with regard to Swimsafe. If you asked me what Swimsafe was before I had a conversation with Mr. Jones and Mr. Uhl with regard to there being a problem, I had no idea what that is. I can’t speak to that. I’m not sure what conversation you’re indicating that Mr. Wilson had. I’d have to talk with Mr. Wilson about that, but, I’m telling you I have not tried to misrepresent anybody with regard to anything in this situation. I’m telling you genuinely the information came to me, as it’s gone through a process and, you know, I think we have excellent Directors across the board in the City. I think Charlie Wilson does a wonderful job for what he’s supposed to be doing in Parks and Recreation. And, I think, speculating, Mr. Jones or Mr. Uhl can you correct me if I’m wrong, I think that they went through a process and they’re looking at the numbers they have in terms of people committed. It’s not where they wanted or expected to be. I believe that Mr. Wilson contacted Mr. Jones and Mr. Uhl, they had some kind of conversation with regard to that. I can’t, I don’t know, there probably was some conversation with them regarding potential options in terms of pool management before that, and then they came and had a conversation with me. And they said, “Hey, Mayor, this is what’s going on in terms of staffing, we’re going to go out and explore these things.” And, that’s where it was. And, at the same time, continuing to try and bring in and hire an Aquatics Director, lifeguards, and what have you. We got to a place where those things didn’t materialize as we want them to be, or where we think they need to be. It’s a hard balance to strike between, I know folks are saying, “Hey, look we’d like to know about this with more time in advance”, at the same time, folks would like us to be able to manage our own pool, and, so, I think what’s transpired is they’ve gone through and tried to get folks signed on as aquatic management, and lifeguards, and, as they got to a certain point, they say, “Hey we’re concerned”, and started looking at some other options in terms of trying to manage the pool in another way. One can say maybe we should have started in November or should have done some other things in terms of popularizing the lifeguard situation. Some may say,

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Mayor Hawkins (continued): "Hey look, we think that there will be enough lifeguards within the City that is going to happen and someone is going to come on as an Aquatics Director". What the City Administration is doing is trying to make sure that we have an option to make sure that we can open on time, and provide that service. That's the primary thing that's gone on. Now, I understand folks can be critical of how we got to this point. This is where we are right now in terms of trying to manage that problem. So, I'm giving you the information as I had it. To the best of my recollection, I didn't write it down on a calendar. I know when the Parks and Recreation meeting was. I know that wasn't something on the agenda that we talked about. I know that prior to this conversation, I didn't know what Swimsafe was or anything like that. I didn't know that Sharonville and Evendale used it. I had no idea that anybody did anything differently than what we did in terms of managing our own pool. So, it's been an opportunity to learn. I think everybody has learned. I don't know that anybody knew necessarily that ourselves and Blue Ash were the only municipalities managing their own pools in the area. So, it's been a process that we've been learning. And, you know, when problems come up, it's about trying to go through and solving them. I understand folks can be critical with regard to communication and maybe where we are right now. We're just trying to manage the situation.

Mrs. Sullivan-Wisecup: I'm a little bit more than critical because, as a City Council person, this is the first that we'd heard about it, and then I got calls from Recreation Commission members, and they were like, "What is this?". And this is directly in the Parks and Recreation. This is something that I personally feel should have gone before them, or at least they should have known about or even thought it was, because whether you knew, there was somebody in that room that knew that this was going on. So, whether you knew or not, I'm glad that you told me because I was really upset thinking that you also knew. That makes me feel better. However, there was someone else in that room that knew, and it was never brought up in that meeting, and you're saying it was like three or four weeks ago when you first heard about it, so it had to have been looked into prior to that if you heard about it three to four weeks ago, so, let's pretend that the very first time anybody thought about it was the day that they published the thing saying "come work for us". So, you're saying two weeks later, out of nowhere, somehow this showed up, or there was all of a sudden things looked at. I know it's been looked for, for years. I know Swimsafe was looked for way back three people ago in the aquatics thing. But, my question was what exactly was done? In the past, they've gone to the high school during the lunch times, and done recruitment at a table, and they also have done flyers at the schools and that goes through Tricia Roddy, and, so, I wanted to know were there things passed out through Tricia Roddy through Princeton, and did we have someone during the lunch times at the high school, as a representative, trying to hire? Because, if we're doing everything, I want to make sure that we have what we've done in the past, and that since we already know we've had a problem in the past, what additional have we done other than say, "Swimsafe worked before at other places", so instead of finding something else to try and get people, like an incentive program, or a referral program, it went straight to, "Let's source it out so we don't have to do it", because that's what it feels like. Whether that's what it is or not, I hope to God it's not. But, whether it is or not, that's the optical. And, I'm not just talking to the audience, I'm talking me personally. That's the optical.

President Anderson: Let's give Administration a chance to respond.

Mrs. Sullivan-Wisecup: Yes please.

President Anderson: I want to be respectful of that, but, there's a lot there to unpack. So, Mr. Uhl, I think you wanted to respond to that.

Mr. Uhl: Just to reiterate, the process to actively recruit lifeguards began back in December. It wasn't on January 11th. This started back in December. There were visits by Mr. Sanders to the high school. There were emails, there were flyers, there were all these things that went out. In years past, some of those recruiting efforts did not yield high results. And, sometimes they get none, and sometimes they get one. So, again, to your point, it was something that we needed to do to make sure that we were exploring every option. The initial conversations that we had about, "We're not getting lifeguards applying", and we said, "Well, let's stay the course, let's continue to do what we're doing to make sure that our doors are open for lifeguards. In the meantime, find out what other municipalities are doing to find and recruit and train, and keep those lifeguards, but, also explore options". When they started talking with those other municipalities, they started talking about we had the same struggle as you did. We ended up having to outsource the

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Mr. Uhl (continued): management and staffing of our pool areas. So, when that information came back to us, we said, "Well, what does that look like?" You know, find out what companies manage the pools, how they manage the pools, and what their prices are. So, that took a little bit of time to gather that information and have those conversations with those different groups, but, both of the two groups, the only two games in town, said, "Hey, you guys are already behind the curve. If this is something that you are seriously considering, you're going to have to make a decision sooner than later so that we can staff appropriately and get the right amount of people in to come work with your staff, and learn your facility." So, Mr. Wilson and Mr. Sanders brought that information to us on February 9th, and we had a discussion on here's what the options are. We discussed, "Hey, can we go back to Council, let's put a new pay table in front of them, let's increase our wages for lifeguards and aquatic staff." If we're going to, so, some of the quotes we got were \$70,000 more than we had budgeted for pool operations. Let's dump that money into our own staff, into our own people, into our own resources. So, we looked at that, and we looked at where our pay was, and we looked at retention, we looked at incentives, you know, if they work "x" number of hours, they earn an extra \$.25 or \$.50 on the hour for every hour worked over a specific amount of time. Again, to attract those lifeguards. And, so, that was a good idea, and during the conversations they had with other municipalities, the people just aren't coming through the door.

Mrs. Sullivan-Wisecup: Are we going to try those here the incentives? We tried that here and advertised that?

Mr. Uhl: We didn't advertise that because that would involve us to, again, that was part of the package we looked at how do we self-manage. How do we better utilize our own resources and let's make sure that we can maintain and manage our pool the way we've been doing it. So, that was one of the options that we had on the table as well.

President Anderson: Thank you for that. It's very helpful to understand the process and that we looked at those things. That's part of the challenge that we're hearing is that it came fast, and we understand why. But, just understand, that's where these questions are coming from. You heard very clearly how much the pool feels like part of the Community, so, we're reacting to that too. So, thank you for the detail. It's very helpful. Mr. Uhl, did you have a comment from that?

Mr. Uhl: Just to add, our primary concern was let's get the pool open. We need to get the pool open. How do we make that happen. We realize it's an important part of the Community. We realize it's a big service to the Community, and that's where our focus was. How do we get this open? So, again, exploring all the other ideas, we had to take a multi-faceted approach on how we get this open. How do we get this open, and what's our best recourse, and how can we make it doable.

Ms. McFarland: Next question that I would come to, you mentioned the fee schedule. Do we have more of a breakdown on what that looks like simply because June, July, and August show the same value. The pool would rarely be open in August, so, I'm wondering the majority of the swim team season is June, the front half of July, through the middle of July. I'm just wondering where that difference is.

Mr. Uhl: If you look at it like even billing, that's kind of how that's set up. There's a lot of work that they'll do pre-season. There's work that they'll do post-season. Although that we have shortened hours in the month of August, the way the contract is set up is to just pay, kind of like on an even bill, and I'm sure it mimics their other contracts they have with other municipalities. They too, have shorter hours, or less days that they're open in the month of August. But, if that helps answer the question.

Ms. McFarland: So, we don't have a breakdown of what that billing looks like?

Mr. Uhl: We don't have a direct breakdown, but, if it helps, we budgeted about \$193,000 to run our pool operations ourselves.

Mayor Hawkins: Ms. McFarland, you're not asking for the breakdown in the monthly in Exhibit A, you're asking for...

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Ms. McFarland: I'm just trying to understand where this includes all those additional hours for the swim team. I don't remember who it was that pointed it out. Just our practices alone are 35 days out of June and July. Give or take, I'm not sure when championship is this year, but, I'm concerned we're going to get smacked with a huge bill because, I don't see anywhere where that seems to be accounted for in this contract. And, 35 days, sorry to correct you Katie (Wells), practice starts at 7:00 a.m.; not 5:30 (a.m.), but, I know, so, I mean, you do the math for one guard at \$30 an hour, it was \$2,700 dollars. That is a concern for me.

President Anderson: Mr. Uhl, if you want to clarify, because I think that was a question that came up also that I don't know was clear. So, the guard time for practices as previously scheduled is included as the City budget, and even though it may not be clear to people who don't see a lot of contracts, that's included and we're not going to have our hand out to the Sailfish, and that it's accounted for.

Mr. Uhl: You're correct. My understanding is that after hours pool \$30 charge would be if somebody wanted to rent the pool outside of the normal hours. That's where that \$30 fee would come into play. Everything that we've discussed through the normal hours swim team, swim lessons. This is outside of any of those planned events that we have already discussed with them. This is all above and beyond that. Like a private pool rental. A member wants to have a pool party, and that's the rate that they would be charged.

President Anderson: And our Law Director has reviewed it, and is comfortable with that is what I'm hearing too, right? So, this isn't just Administration. It's gone through legal review.

Mr. Uhl: Correct.

President Anderson: And, we're comfortable with that control?

Mr. Uhl: Correct.

Mr. Vanover: Well, this is a microcosm of a much bigger landscape. Sharon (Brooks) pointed out that they've had problems staffing for a couple of years. Remind you that our neighbor, Sharonville shut down the pool two years ago, and the cost wasn't just staffing the lifeguards, the related cost. My son has worked for a company and they go for job fairs, and they will sit five, six, seven hours for no applications. There are more jobs available out there than there are people to fill them. This is the new world that we're faced with. In my former world, contractors, they can't get young people to come in. And, it's not a question of money, because supply and demand, they can be making a whole lot more money than what I did for years. So, this is truly a snapshot microcosm of what's going on. Mr. Coleman, we're trying to replace people that have left. It's across the board. You have to take that in too, because there's not lifeguards, and we can't legally open that pool. We have a liability that has to be staffed. Right now, that's my comments.

President Anderson: Thank you. Other questions or comments about the ordinance or the exhibit?

Mr. Jacobs: The idea of maybe tabling the motion has been brought up. A question for Administration. If this were to be tabled, could there be some changes to the language that could address some of these concerns? For example, the non-compete. Like, it seems like that's "word of mouth", as opposed to written down. If it is written down, that's great. I didn't hear that as part of the answer. I understand re-writing would be a big deal. I'm just wondering if tabling does anything productive?

President Anderson: And, that's a good question. Keep in mind too, I know Administration has mentioned earlier that Swimsafe is not a new company. We're not their only client, right? So, there's a lot of municipalities that rely on these management businesses, and I don't know that they would all be doing it if they couldn't meet their needs, right? So, it's not that they would just leave us high and dry. So, I don't know. Mr. Braun, did you want to address the language question?

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Mr. Braun: Yes, someone asked the question, "Can we renegotiate some of these finer details?" Yes. And, I have been taking notes about some of the issues that have been raised. Your options to do that, just so you know, yes, you can table this, and we can bring it back, all new, at the next meeting as an emergency. We can also make this a first reading, as Councilmember Vanover pointed out by removing the emergency clause, striking it, and keeping it, but, then, you're going to have to move to amend the contract at the next meeting, whatever we negotiate, and if, for any reason, we don't reach an agreement, then you have the option to kill it or table it there. So, those really are your two options that you have before you. As we sit here today, we can't change this contract yet, if you were to vote on it tonight because we obviously don't have the other parties here, but, in talking with Mr. Uhl, yes, we can go back to them and clarify some of these issues to try to put to rest some of the concern that folks have raised.

President Anderson: And, you had mentioned timeframes in the past. I didn't hear that get addressed. I know leaving the train, that analogy makes a lot of sense. They have to hire these same people too. If Council's desire was to get some of this language clarified, would Swimsafe still be able to work with us?

Mr. Uhl: I believe, yes, as we sit here today. I'm hoping that they will have some...most of their contracts are already signed, so they're already staffing, training, and what not. We can have the conversation with them to see if we can get a little bit of grace to potentially make some of these issues more concrete in this contract that you'll be voting on to hopefully see on March 6th, and then have that. I think they will allow, but there's going to be a point in time where they're going to tell us we can't because we need to staff, and we need to hire, and we're too busy now.

President Anderson: Well, there's nothing that says we couldn't meet in a special meeting to address it with adjusted language we needed to. I was just trying to avoid that and keep us on the regular schedule.

Ms. McFarland: I was going to ask the same question if we tabled this, I have a lot of questions left that people have asked me that people have reached out to me, that I personally have as a parent of kids on the swim team, as my brother was a lifeguard. I mean, I just have so many connections to that, and there are a lot of unanswered questions that we obviously aren't going to get answers to tonight. How do we put those questions out there to you guys or to Swimsafe to make sure that those are answered so, if this does come back around, we know what we're dealing with. I mean, is that something I need to sit here and read all these right now?

Mr. Uhl: Feel free to send those along. The conversations that we've had with Swimsafe; nothing's going to be different other than they're staffing our lifeguard chairs, right? And, I know with change, comes a lot of questions, and I know a lot of things aren't specifically spelled out in the contract, but, Mr. Sanders and Mr. Wilson were very, very intentional on how the pool operates with Swimsafe and Cincinnati Pool Management. And, we wanted nothing to change. The only modification that we had to make was on the weekend hours only because that's when our MOB (manager on duty) is here. So, to secure the facility and insure that, we needed to modify those hours. Short of that, everything was going to remain the same. A lot of our returning lifeguards and staff members would be there. They would just be in control of the management of the day to day, but, we will have the ultimate oversight.

Ms. McFarland: And, I think the only thing that I would add to that, these aren't just operational questions necessarily. Concerns about their safety history. Concerns about safety issues that have occurred while their staff has been on-duty at other pools. This is, it's bigger than that. It's not just, oh, is swim team going to get to practice. You know, we have concerns from some of the returning guards that were planning on returning as City employees, that are not going to return if they have to work as a Swimsafe employee. And then, it goes back to what everybody has talked about; the communication. You know, if this isn't a pool that we want to be a member at, then, I think it's fair that we can share that with our residents to say this is not how this is going to be.

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President Anderson: So, is there a way forward that you see? The reason I'm asking is we've gone through a few rounds now of discussion, and there's some points that I've heard Administration take and be willing to make adjustments on. You had mentioned having some more involvement. In the past for things like this that are less time-sensitive, we've formed committees and then had meetings. I don't feel like that's appropriate in this case because this is very much an Administrative ask, and we're asking to contribute and be a part of it as the contract and oversight. So, I guess the question I have is not really for you, it's is there a way that we can best get these questions addressed so that we only, if this does get tabled, we do it just one more time, right? Because this can't keep going on. Is there a way Administration would like to do that, or do you have a recommendation or is it just send the questions, which we've been doing? What is the best way to make sure that the questions are addressed for next time?

Mr. Uhl: I'd say just send us the questions, and we'll answer the ones that we can, and then we'll confer with Mr. Wilson and Mr. Sanders and Swimsafe to provide the best explanation to some of the questions that are posed and go from there.

President Anderson: I mean, at some point, too many hands makes it more difficult, and we have a professional staff.

Mr. Jacobs: In the spirit of, we could ask questions a long time, but, I do have one more specific one that came up. The idea of paying for certifications for the lifeguards. Do we have any idea what the cost of that is currently? And, does the City plan on covering that? Because, I couldn't vote for this on that question alone. I know it's a micro-specific question as well. But, it could be a deal breaker for maybe some of the staff that want to work at the pool.

President Anderson: Did Administration want to answer that, or is that something you want to take back?

Mr. Jones: I'm not sure what's been done in the past with regard to that, but, I'm sure that if we paid for it in the past, we'll continue that.

Mrs. Sullivan-Wisecup: In the past, the last how many years Sharon (Brooks), I don't want to be wrong. Three years, Sharon (Brooks) is certified through the Red Cross, so she has recertified all of our people, no cost to the City. Prior to that, you would go through the Red Cross. It's about \$350 to \$380 depending on where you're going, and then, at the end of the season, the City would reimburse that money back, but, since they're not going through the City, would the City reimburse that money back? They're not our employees. I just want to make sure that we are, because, \$350 is a lot of money. I just want to make sure that we understand who, if they are going to get reimbursed, is that going to come from the City? If not, how does that work? Is that fair?

President Anderson: I feel like they've got that. They want some time to address that. Unless you want to add something else tonight on that.

Mrs. Webster: This saddens me that we're in this state. We're having this discussion here. How can they get all these lifeguards, this group, and we can't? Are they paying them a lot more money than what we're paying our lifeguards? I don't know. And, I really feel kind of under the gun sitting here as a Councilperson. This is a Council decision. And, I think that we should make it. I still stick to my guns about tabling it until we find out more answers. Thank you.

President Anderson: Any other questions or discussion at this point? At least for tonight. I know we've had conversations about doing something else or follow up questions. This would be the opportunity where the Chair would accept motions prior to taking a roll call vote if anyone on Council would like to make a motion, I will hear them.

Mrs. Sullivan-Wisecup: I would like to make a motion to table this.

Mrs. McFarland: Second.

President Anderson: So, we have a motion to table until our next meeting specifically, is that correct?

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Mrs. Sullivan-Wisecup: Yes, to the next meeting. Yes.

President Anderson: To the next meeting, and it's been seconded. At this point is there discussion or questions about the motion to table?

Mr. Braun: Just a point of procedure, under Robert's Rules, it's not debatable. You go immediately to a vote.

President Anderson: I appreciate that. Right, because we're inside of a motion. Thank you. So, what Mr. Braun was describing, and I can explain this to you is there actually is no discussion or questions about the motion since we're inside of a motion already. Because there was a motion and seconded, and I accepted, directly we go to a roll call vote, and the roll call vote is to table this ordinance until our next meeting, specifically. So, when we do the roll call vote, a vote of "yes" or "aye" would be a vote to table it until the next meeting, not to pass it or not pass it. This is just to table it until the next meeting. And, as Mr. Braun mentioned, there's no discussion possible for this motion, so, at this point, I'll ask Ms. Browder to poll Council on the motion to table until the next meeting.

Motion to table Ordinance No. 08-2024 until the next meeting (March 6, 2024) passes with seven affirmative votes.

President Anderson: The motion to table is approved 7-0. We will see this on the agenda for the next meeting. As Administration has mentioned, I ask that Councilmembers please consolidate their questions as much as possible over the next day so that they have a chance to respond to them and get Swimsafe answers, and then get back to us. I think it might be useful that after you get the questions, there will probably duplicates, maybe have a summary of that for everyone so we don't all have to do them individually if that's something that Administration would be willing to do. I think that would be helpful to give a summary of the questions, even if it's not all of them. And then, send that just out to all of Council in advance of the meeting with our packets or in advance. I think that'd be helpful. Thank you everyone for working through that. I know that was a lot, even though it seemed innocuous.

Housing Market Presentation

President Anderson: For people that aren't familiar, this is information our Economic Development had contracted that talks about our housing stock, and what's viable in our region, so, it's also really interesting. So, I encourage you to stay for it, but, if you need to move on, feel free. So, at this point, is it Mr. Kuchta that would be giving the presentation?

Mr. Kuchta: Yes, I'm just going to introduce our main speaker, Mr. Michael Dinn. He's with Market Foresight. It's a company that provides analytics and housing assessments for developers all over the region, and in other states, and this is the guy who developers go to when they're thinking about doing a new subdivision, or a new apartment community in some part of the Tristate. To get the best data analysis possible, the best prognostication on how many units of what type of income levels can work here at this location so they can figure out, as a developer, what they want to do. Before he actually comes up here, I just wanted to share one piece of data that I know I get asked a lot. I know there's been a concern expressed by residents and some elected official members, which is, for the new apartment communities that have been built, that have just been finished up here in the last month or two, and then if we're going to have more. What kind of impact is this going to have with new kids going into our schools? And, what better place to go to get that information than directly to the school district. So, just today, I obtained updated data from the school administration, and I'm just going to run through, very quickly the two highlighted yellow lines are obviously the school buildings that are within Springdale boundary, but Springdale children can get taken to other school buildings outside of Springdale, so that's why some of those are showing on there as well. The first column on the left you see is the maximum stated capacity for enrollment at each of the school buildings, so, Heritage Hill, and Springdale Elementary both have a maximum capacity of 546. As of February this year, so, like today, their actual enrollment in each building is 411, and 510 respectively, and, you see the excess capacity is the next column over. The final two columns are the enrollment, again, as of this week of kids in the Princeton schools coming from both apartment communities, so, the first one is Row, that's Row on Merchant, and you can see the

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Mr. Kuchta (continued): number of kids from The Row at Heritage Hill and Springdale Elementary. We have no kids at all going to Heritage Hill at this time from either one of those communities, and two each going to Springdale Elementary. So, the total coming from each apartment community is 25 new children, from The Row on Merchant, and nine from The Array. And, the one piece of data that I'm going to put a caveat on that is I don't know if they're all new kids to the district. I have asked the school administration, and they were not able to dig up that data in time. They can look up when these children were first enrolled with the school district to find out if they were enrolled before the apartments were even in a condition to move into, and that would tell us that they were a relocation of an existing family within the district. So, the school district has graciously agreed to share this information with us a couple of times a year, so, we're going to update it, you know, when the new school year starts, and keep track of this, and make sure that, you know, we're keeping on top of any potential issues that are going to negatively impact our school buildings here, or throughout the district because we know it's such an important partner for the Community. With that, I'm going to turn it over Mr. Michael Dinn, with Market Foresight, and he's going to take us through some very colorful slides and, at the end, if the Council is so inclined, we actually have representatives from both developers for both The Row on Merchant Street, and The Array here tonight, and they are both willing and interested, and they would like to come up and say just a few brief bullet points on their real life experience, and they've got some statistics that I think you'll find interesting, and, that's kind of a reality check against Mr. Dinn's data analysis, and I think you'll be very surprised by some of the information that you hear. So, with that, I'm going to turn it over to Michael and, it's all yours.

President Anderson: Thank you, Michael, and also thank you for bearing with us through our ordinances. I know that was a long time to wait to speak. We do appreciate you coming in and staying with us here for this. So, the floor is yours. This is a passionate community. You need to understand.

Mr. Dinn: President Anderson, Vice President Jacobs, members of Council, Mayor (Hawkins), and staff. It's a privilege to be before you tonight. My name is Michael Dinn, I am the Principal of Market Foresight. My address is 124 Garrard Street, in Covington Kentucky. For 24 years, after a little time in real estate, and a little time in the Navy, I found my best use in passionate communities like this. I was a three-term councilperson over by NKU (North Kentucky University). I understand being behind that microphone, and the passions that go with it. My draw to housing was how important it was, and I learned right away that housing is not square footage, and it's not the roof angle, and, it's not the setback. We tend to treat it that way. When you bought your home, that's how you thought about it. PITI (principal, interest, taxes, insurance), monthly payment, where the rooms fit, how the risers in the stairs work. That's how we wrestle with issues of our heart as we try and put metrics to it. The reason I loved housing so much was I realized what it was. And, it wasn't a structure; it was the home base for me and my neighbors. It's the microcell of your economy. It's the household that goes to swim practice, who spends their dollars in taxes in your community. Housing is about people. And for 24 years when I advised bodies like this, first it was private sector, builders and developers, and then it became lenders during the housing crisis, and then, of late, I've been privileged to work with decision makers and civic leadership who may not understand exactly how I look at housing, so I relish the idea I could bring some of that to you tonight. I'm going to tell you a little story. I'm going to show you some colorful slides. I work with developers; it has to be colorful or crayons, you know. And, I've got six bullet points at the end of this I want you to think about. I'm here to serve, not just today, but ongoing for you. It's what I enjoy the most. My approach, I've done hundreds of these for dozens and dozens of clients from Detroit down to Florida. I am one of one thousand people in the country with a designation of a Counsellor of Real Estate. I've had that designation for 21 years. The pin in the map is the center, Mr. President, of Springdale. I typically start with areas not just within your borders, but I go outside. The red area is an eight minute drive. The green area is an additional four more minutes. What I want to do is understand who lives there right now? Later when we talk about housing, the structures, the multi-family, the rentals, and the ownership. I picked ten census tracks that pick up the City. It goes over to Sharonville, and on down. This is an approach that has worked over, and over again under various scrutinies. I start with demographics and data in a way people can digest easily. There's a thousand different metrics in this census about incomes and ages and so on. But, my service, this is through ESRI (Environmental Systems Research Institute). I have a national license with them. As I can plot certain metrics down to the neighborhood level, and, what you see in this slide is today's concentration of rental households, and the center of Springdale has

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Mr. Dinn (continued): the most concentration. You have to go over to Deerfield Township to find any more than that. I can show you where employees live today. If you're 16 years or older, lifeguard or not, this is where you live. And, this is today's concentration of daytime employment no matter where you live. And, your City has always enjoyed a high concentration of employment. You see that sector of West Chester, and then down to Evendale. These slides help get me familiar with what you already know. Oftentimes, I serve communities that I've never been in. And, I quickly go beyond that, because, there's a service that's emotional, and you guys got emotional about swimming today. I want you to get emotional about housing for me tonight, and maybe the next time we get together. I subscribe to a service that's universal throughout the nation called Market Segmentation, and the PhD is called Psychographics, but, what it really does is it bundles very, very deep data; demographics, voting records, driving records, school records, internet usage, credit card usage, travel, catalog sales. It bundles it up and it actually uses an algorithm designed to classify species of animals. And, it puts all of us, one of 67 different segments, I like to say the word "profile", some people bristle at that, but, I found 19 in your City. That's what these rows are on this page. I found 19. I look for, in this case, renters, and I could flip it over to owners. What jumped out at me, is four of them represent most of your rental households; 53%. And they're pretty diverse. They're single moms, they're folks that have been here all their lives, a lot of you have been here I noticed that Vice President Jacobs, the new guy, has only been here 20 years, young professionals. This approach has served me and my clients and my decision makers for many years. What I found is, I'm not going to start setting the bar to qualify what's next. Not what you've already built. But, what you could build for the people that aren't being served. It's called a demand model. It's served in depositions, it's been seen around the country. I set the bar originally at \$1,200, or more. I found over 4,000 people that lived nearby that can afford that. They're already renters. They already have small households, singles, couples. They always have a big dog, and they can afford that. They're renting something. Doesn't mean they're spending the \$1,200. Now I did another slide. I set the bar higher, \$1,700 a month, and most of you might think, "That's a lot of money to throw away on rent." We'll come back to that. I found over 2,600 people nearby. Yours is a market, a sub-market; a community, and the adjacent communities, there's always a share of rental houses. It's because of their mobility or maybe their age, or maybe their means. If you'll stay emotional with me, I spent a lot of time thinking about the people that live nearby and what they're living in before I even start thinking about their housing stock. In fact, when I look at those different segments, my service will show me where these four segments that we like so much, where they live today. This is just one of them. So, I can help your staff, your decisions makers, your developers. We can look at who is here, with some clarity. I mean, we're not going to have clipboards and go knocking on doors. But, we do have the data available that helps us, in the right hands, make some good, clear decisions about what we have and what we need. I'm going to forever be a student of the pandemic shutdown. It taught us so much about who we are, and our house, and why it's important to us. What I'd like to say is that during the pandemic, we didn't stop doing anything; we just did it at home. And, home became real important. And, the compromises we made about our house were very clear. This slide may not surprise you. It's a very, very simple slide, but it shows an aggregation, and I can't read it from here, of several thousand rental units all aggregated into two numbers every month, going back to January of 2020, and, as average rent of all the units nearby, and in blue is their average occupancy. And, what I found is, and, this is not surprising, during the pandemic, rents didn't go down. In fact, rents went up. You can see that's the pandemic shutdown, your amounts started at \$975, through the pandemic they went up, and they started cruising about, I'm going to say seven or eight percent for the next year and a half, and they've, thank you Andy (Kuchta), and they've levelled out. I've got some notes on here I'm going to use. Thank you. It's nice having a "second" back there to help me. There we go. They've levelled out to about \$1,325. You started up, prior to the shutdown at less than a thousand, and, now you're an average, and we haven't had many units, where does that come from? It comes from a love of Springdale. A lot of them want to be here, and the guys are raising the rents, and I can pay it, because I want to stay here. It's just a supply and demand modelling exercise. Speaking first for the rental households, I've got very deep data on owner households. I actually have parcel-level data on every house, not just in Springdale, but, 11,080 in nearby communities. It's just a data set. What we do with it, what we can see in there, what decisions we can make, what transparency, and leadership we can exact from this will be up to you. In a simple looking chart for me, not for many other people, but these two charts have a very telling tale. It's a plot of all the scaled multi-family floor plans nearby, the curves are buying-

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Mr. Dinn (continued): powered curves, and what I found is when I set that threshold at the \$1,200, I found I can qualify nearby, well over 4,000 renters today, conservatively, that can afford that, and live in Springdale or right nearby, and yet, when I look at what we've got for them, it's just about 3,100 units. So, on its face, it looks like about 900 units we're short, but, what doesn't bely is the fact that there's more buying power in there and incomes are outpacing rents and what these guys can build. And, if I move it out to \$1,700, it drops down to about 650 rental units. You have an unmet demand; clear unmet demand. If you could just make them, for about 2,000 units right now, and our households are moving very dynamically. They're choosing not to own, rather to rent nearby, and your kids are probably thinking that, and your parents are thinking about where they're going to go next, and we want to keep everyone together. There's a slide here for a reference only. But, I did a study for our friends in Blue Ash, when they were talking about renters by choice. And, here's the argument we made; \$1,700 a month sounds like you're throwing money away. It's a monthly expense. Yet, a young critical care nurse, making \$1,700; if she has a down payment, she can buy a house worth \$280,000 in today's mortgage interest rates. That's 93% of all your housing. That might be more than your own house. They have the means. If they have the credit, yet they have the desire to have the big permanent place, that's usually five to seven years. And, the reason why that critical care nurse doesn't buy a home, even if she came from here, she's only going to be here for three years. She'll be up at Christ at Liberty, and then she's going to go back to Columbus, and then go get her Master's Degree in nursing, and, the same young lady that was here, might tell you, I'd buy another house; I'm on the road so much. Does that mean you don't want her here? When you combine the emotion of who these folks are, with the data that I have, we can point out to, is an older housing stock. A lot of your single family detached homes are rentals; 20%. In the last ten years, you've only made something like three percent new houses; the Cristo homes project and the condo. I think that's it, okay? Houses are not permanent structures; they're cared for by the householders in there. And, their needs change. Their households change. Universally, we're a smaller household, or more mobile. We've got a lot more money, and we haven't built much. Of the 20% housing stock of yours that is rental, the median age of it, when it was built, was 1961. In 1961, I was in kindergarten, and I'm an old guy. The median size is about 1,475 square feet. These guys have apartments bigger than that. So, what I found over and over again, is sort of a complacency that "our housing stock is 'just fine'. We don't want those apartments because we know about 'those people'". And, that's an old stigma. Because, when I was in high school, we built all these apartments, that's when we used the phrase. They were meant to be housing for lower income families because everyone is going to buy a house. What we found out during the financial crisis in 2008, we found a household we had completely ignored. We found people in their 20's and 30's still single, making \$120,000, and they just don't want to buy a house; some of them don't even want to drive a car. Some of them are your children. They're certainly my children. The householder changed, and we hadn't built product for them. So, now The Array comes into town, and The Row (at Merchant) comes into town, and they put a product you can't even believe. And, they're essentially full. In our business, no one's ever 100% occupied, there's always a little bit of turnover; 95% is considered full, and these guys will come up and tell you more about it. Of your housing stock, a great deal is devoted to renters; it's something interesting, I won't say it's alarming, but, it's something you have to consider when I look at this, my data is so fine, I can see the transaction, and the transaction before it. Of the 20% rentals you have nearby, only two thirds are owned by small landlords, like you and me, or, maybe four properties. But, a full third is owned by large landlords; five or more, and half of that is owned by two Wall Street companies. They're your biggest landlord in town. What does that mean? Is that a problem? Well, you might say they won't take as good of care of it as you would, Mr. Vanover. What tells me in my experience is that scaled firms are good investors. They look for overlooked communities that haven't served their folks well with great emotion and great swim clubs and we'll just scoop up those and make them rentals. We'll fix them up a little bit, and we'll make a lot of money, and they do. So, I think it's a good bellwether for you that is happening here. This kind of data can serve dozens of different decisions, dozens of different projects. What I hope it begins to do for you is have an honest conversation about what housing really is, what rental properties really are. The pride of ownership, yes, but we don't have as many people looking to buy a home, at least not right now, and all that's good. Let's go and serve those. Housing is about people. Not that home built in 1961. Let's look at those last pages of conclusions, then, I'd like to answer any of your questions. Within the eight minute drive,; we have over 4,000 renters, and we've served them with about 3,100 units. However, income has outpaced that; 2,000 units you're short. Half of your renters come from key segments; renters by choice; that \$1,700 critical care nurse, she has to make about \$80,000 a year to meet that ratio, which puts her in line, even today, at 6.5% interest rates, could afford 93%

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Mr. Dinn (continued): of all of your housing. Lastly, the last bullet point is actually just a call to action. Two developers, I've served them both over the years, have come in here and they have renovated, in a very innovative way that made Bloomberg news, Vandercar, renovated a tired office park into something pretty special. And then, the folks from Indianapolis did a wonderful job with the Array. They came here for a reason. I served Vandercar with some initial research. I did not serve the Milhaus folks, though, I have before, and here's what we're going to do for you. I've already reached out to them, and we're going to do something that is not often done. I use all kinds of forecasts and data to help guide you and navigate for you, but, I have asked these two teams to give me, anonymously, all of their rent roll records on who these people are, where they came from, where they work, how big is their dog. We're going to work together on that. We can't give you the data of course for all the right reasons, but, we're going to talk to you about the people that showed up in these, and it's going to encourage you to consider more of this to balance your housing stock to be ready for the changing households going forward. I'll be standing by to serve you in the days to come. Do you have any questions for me?

Mr. Vanover: You walked right in to my web. My neighborhood is 25% single family rentals.

Mr. Dinn: Say again sir.

Mr. Vanover: My neighborhood is 25% rental property. They're 1961, 1,400 to 1,500 square foot, slab, three bedroom, bathroom.

Mr. Dinn: Great house.

Mr. Vanover: Yes, but, with that this is encouraging to me because that's creating a problem because those streets that we have to drive every day in the neighborhood, were also built in 1961. The parking capacity, and the houses was only also built in 1961. That's part of, these guys have heard me scream. We have a standing committee dealing with this backlash. I would welcome multi-family, because that would, hopefully, take some pressure off of my world. Now, one of the big ones I heard last week, week before, I call them "big box", Vinebrook, is divesting themselves of rental property, and they were one of the big sometimes not desirables in my world because they had a lot of single family rental properties, originally designed as single family rental properties, but, there's a reality that that's not all true today. So, if, and I have no doubt to doubt your figures, that is encouraging to me because that will, hopefully, solve some of the issues that Mr. Anderson and Ms. Sullivan-Wisecup and I on our committee have dealt with. And, Mr. Uhl, and Mr. Jones get a reprieve from my barking about it.

Mr. Dinn: Let me add to your comments. There's nothing very uncommon about Springdale. I've seen these trends in Dayton, in Columbus. I've seen them in Pittsburgh. I've seen them in Covington where I live, all over. We're not that unique. You are, however, very uniquely positioned with the interstates, the employment. I don't have the slide to show it to you. I showed it to Mr. Uhl in a Liberty Township presentation. You're at the headwaters of this grand migration of households and employment and vibrancy going up through West Chester, Deerfield Township to the east, Liberty Township. I was commissioned by the cities of Monroe, and Middletown to take a look at their housing for them, and we see it in other communities. We see it from Indianapolis up to Carmel and Fishers. We see it in Pittsburgh, Moon Township. It's a natural migration when you break out of the urban environment to go, it's not a land rush, but, you start heading that way, and you are a launch pad of that here. You've got fundamentals that would be the envy of most everyone else. Your housing stock is older; very deserving, emotional folks nearby. Whatever the question might or the answer might be, you've got to look at this as let's review our housing and see what decisions we could make to balance it, attract more householders, and not let aging housing stock chase people away. I was looking for questions.

Ms. McFarland: You mentioned trends, and you've been doing this for a really long time. Is this a trend that will come and go? People wanting to get out of single family homes, or into apartments and rentals? Does that ever become an issue that there's so much rental property and people have moved away from that?

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Mr. Dinn: Great question, and I'd like to say that not all questions are great questions. Forgive me. It's not a trend; it's a dynamic in the American household and family. Our mobility, our education, our family structure. We're different than my grandfather. We're not going to go back there in my opinion. Not in our lifetimes anyway. Not without some horrible change in who we are, perhaps. It's just the natural makeup of the education and all the prosperity we gave to our children, their mobility. We served every need of theirs. The critical care nurse could go to Ohio State, come back here, end up as a travelling nurse making \$125,000 even post-COVID. These are economic dynamics. They're emotional family dynamics, and it's not just one thing. So it's not a trend, it's just a reaction to COVID. It's just not. My opinion.

Mayor Hawkins: With The Row and The Array, we've gotten a lot of folks in because those are new apartments, and obviously they're stellar. What's the timeframe in which the novelty wears off in terms of the newness of the apartment complex have you found. Is it five years, is it ten years? It seems to be factor with regard to some of the renters we've gotten from up north and West Chester and Liberty Township and apartments that used to be considered "new".

Mr. Dinn: There's a premium, Mr. Mayor for new. But, this is not a new restaurant. And, what comes with new, what comes baked into this product is a nine foot ceiling and better windows, and podium parking, and a station to wash my big dog. There comes plan choice; there might be 16 different floor plans in here. I might renew and get a bigger unit, kind of thing. There comes amenities. Things that I'll pay for; fitness center, gathering area, and so on. I mean, these are resort-like for a reason. I haven't seen anything built in the Midwest over the last ten to 15 years that really lost much of its luster. Maybe it lost a little bit of rent elasticity because there are other sites that opened up next to them, so they have some competition. But, that universal chart I showed you, that was 4,000 units that universally went up in rent after the shutdown. So, the profit margins, the time it takes to deliver on these projects, three to four years, it's got to be great, and it's got to attract people on an interest list, and it's got to take care of them and have the amenities for them, escalating rents; they're built for success. They're not apartments anymore; they're upscale rentals that happen to be attached. And, if you think about distinction a little bit, go walk The Array and go look at some of their homes; well, this is nicer; this might be nicer than my home. That's intentional. I haven't seen the luster fall off even through strict competition. There's 1,200 units being built on Liberty Way right now. They'll be full.

Mr. Gleaves: Thank you for coming out. We've had a property tax explosion in Ohio. How do you see that affecting your numbers? A lot of people, you can give a house to somebody and they can't afford it to some degree. It's a huge, huge issue. I don't know what it's like in Kentucky. I live here; that's my concern. But, with your numbers and projections, and this property tax explosion, what I've seen and heard that a lot of young people don't want a house, they'd rather be in an apartment because they don't want to deal with this situation, but, there's going to be a point where there won't be enough apartments for them if this trend continues. What do you think about that and how is that going to affect the migration of people from renting to home ownership?

Mr. Dinn: Well, now we're going to get philosophical about America, but, I think what we're doing is, what's coming to roost is all the subsidies and incentives we gave my generation, my dad's generation to own a home as soon as you got your G.I. Bill, and we subsidized that through mortgage interest deductions, property taxes, we made that the mill of our city revenues, and so on. I think that's losing its luster, and what's changing all this really is the size of the household, and the mobility of these folks. The "m" word. My risk horizon when I sign a lease at The Array is 12 months. Something might change. Maybe my girlfriend drops me? Maybe my dog runs away. Younger folks with that kind of influence and that kind of choice; they don't like risk and they weren't raised "You gotta buy a house as soon as you can. Gotta buy that house, gotta buy that house." That's gone away. So, some of the things we use sort of prop up home ownership in America, are coming back to be restrictions on our own neighborhoods; zoning, mortgage rates. Eighteen months ago, mortgage rates had dropped; starting to creep up. Mortgage interest rates had remained below five percent for nine years. That's unheard of. January of the year before, interest rates shot up, and that critical care nurse I've been mentioning, her name is Sarah by the way, lost 23% of her buying power just waking up. Didn't earn any more or less. All of a sudden, her loan fell 23% because the rates went up. Those artificial things. So, these are sharp edges that we're used to, younger families that married earlier, who worked hard and just needed one car, that was fine. Those households are fewer and farther between right now.

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Mr. Kuchta: I think that some brief perspective from some really interesting, detailed, bulleted facts from both of the developers right now I think are going to help probably answer some of the questions you have as to how are these really going to perform. Is it going to perform as well as the projections. Is there really that much demand for what kind of rent levels. And, if I could ask Brad and Spencer from Milhaus first to come up and they have just a few minutes' worth of comments, and based on that, I will still be available and I'm also going to have the folks from The Row on Merchant come up next and I'll be available, including Michael for any more questions that you might have.

President Anderson: I think that would be really helpful. The other thing I would say Andy (Kuchta) is after that if we could wrap up with at least some idea of what you think our next steps should be and what we should take away from this. I know you're providing conclusions. I love the data. I'm all about it. This is amazing analysis and insight. But, I think what we also need is what or is there a call to action, or what the next steps should be from Council. If it's just for information, that's great, but if there's something more, I think we should get to that.

Mr. Lee: Thank you for the time. My name is Spencer Lee and I'm with Milhaus. We're a development company out of Indianapolis (Indiana). We've developed over 11,000 units in 13 different markets in the Midwest and southeast. And, the Array project has been the fastest lease up that we've ever had in those 11,000 units. So, the demand is there for those units. We were doing 30 to 40 units a month over the last six months to lease that project up. A couple of other quick facts. I won't take up too much of your time, but, we're currently at 176 residents as of Monday. I just pulled the reports this week. And then, 40% of our residents have a household income above \$90,000, with an average household income of \$103,000 at the property currently. And then, our average individual income is \$80,000. So, in certain instances when, you know, you have roommates and things, that drives up the household income more; spouses and things like that. Current average in-place rent is \$1,555, so, well within the range that Michael (Dinn) talked about. Our average household size is 1.75 people. We have a number of one bedroom units, but, even two and three bedroom units we're leasing up with multiple people. The three most frequent employers we have are GE, Procter and Gamble, and Northrup Grumman. So, people working close by wanting to live close to where they work. Our average age is 33, and ten percent of the residents live and work in Springdale. So, you're getting people who live here, as well as people who want to live here and go out and go to their job in another submarket city/town. This may get a little technical, but, rent as a percent of household income is 18%. So, when you factor in that household income that we talked about, and the rent that we have, this indicates a lot of purchasing power for those residents to go out and spend it in the community. You know, we look at about a 30% threshold as being the breaking point where people start getting overburdened on rent. We're at 18% with where our current rents are. And then, one of the last points, 15% of our residents are either in healthcare, education, or an education-related field. So, nurses, teachers, firefighters. So, you know, the people that you want working in your community every day, they're the ones actually living in our apartments as well. And then, finally, the rents that we're achieving are on par with nearby suburban communities like West Chester, indicating that renters are choosing to live in Springdale over the other newer apartments that have been developed in kind of the outer ring of Cincinnati, so, it's a choice to live in Springdale, not at a cheaper price point. I'll open it up if you have any questions about our project.

President Anderson: Thank you for that. I know I've toured those apartments before; it's beautiful the work that you did there. It was really impressive and the speed that it was done was also impressive. Are there questions for Milhaus right now? (None) Thank you for those comments, and appreciate you coming out and sharing those with us. It's really interesting data, especially the rent percentages.

Mr. Kuchta: I will say that there is an open invitation to Councilmembers that maybe had a previous opportunity to tour the apartments for both communities and to new Councilmembers, absolutely. You can let me know, and I'll help coordinate it, and we can get you those tours.

President Anderson: You might not get to wear the hard hat like some of us earlier and got the hard hat picture.

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Mr. Kuchta: If that's the last time you went, you really need to go again because it's a big difference.

President Anderson: I don't doubt it. I'm sure many will take you up on that.

Mr. Kuchta: Okay. And, it's looks like Steve Dragon and Bob Hessler from The Row on Merchant. I don't know which one of them is going to speak, but here they are.

Mr. Dragon: Thanks Andy (Kuchta). Steve Dragon with Vandercar, we're the lead developer on The Row. Thank you for the opportunity to speak with you this evening. I'll try to keep it brief as well. As you know, The Row was an adaptive reuse of two vacant commercial office buildings in Springdale, along with the surrounding parking lots. First of all, I'd just like to say how grateful we are for the partnership we have with Springdale, and the school district as well, Princeton Schools. Without the cooperation and the commitment to the project, it would have been impossible to bring to fruition. So, thank you all. Thank you to the Council, the Planning Commission, and the City Administration for making it possible. It's been a tremendous success. We're very pleased with it. Similar to Milhaus' experience, I can't recall a lease up that went more quickly than this has gone. You know, it was a difficult decision for us to move forward with it just because it was so pioneering. It really is a distinct project for the Greater Cincinnati market; an adaptive reuse of suburban office product. I know that a lot of developers kicking the tires now and some are moving forward to do the same thing. We were fortunate to work with Michael (Dinn) to give us the strength of our convictions about the location, and I would just reiterate a lot of the information he gave you. Springdale has really got an opportunity to capitalize on some tremendous bones. Really great infrastructure, great people, great community. All of the great things that you've done over the years to build the City of Springdale into what it is, is still there, and still very much attractive for residents as we've seen. I just got new numbers today, we're currently at 99% leased, and over 95% occupancy. In fact, we have one of our 130 apartment units that's available and, one of our 97 townhomes, so, we are leased up. We've got waiting lists for a number of the units that aren't available, so, the demand is clearly there. And, there's more out there to be absorbed. A little bit about our renter profile. It's not distinctly different from The Array, I don't think. We have an average age of our resident at 35, median age of 31. Two thirds of the residents are singles or singles with roommates. A third are couples or families, so, a lot of young professionals, similar type employment background as what the guys from Milhaus were presenting to you. Our average household income is \$112,000, and we also have people working at P&G (Procter and Gamble), and GE, Northrup Grumman, a lot of large healthcare providers around the area; Cincinnati Children's, Mercy, Bethesda, Tri-Health, Kettering Health, along with a really great mix of firemen, and nurses, truck drivers. We have a few self-employed folks there, along with a smattering of retirees. So, it's a great mix. I think it's a strong mix for any community. It's a great resident profile. Something we're proud of, and I think Springdale should be proud of. We are still actively evaluating these kind of projects in both Springdale and in surrounding communities. We think there's a tremendous opportunity that the City can capitalize on and we're hoping to continue to be a part of it. So, appreciate the opportunity to speak to you tonight, and would be happy to answer any questions.

President Anderson: And, again, I toured your facility when it was still under construction, and wore the hard hat. It was great going through, especially the townhomes. I think it was still very early on for the apartments, the conversions, so I'm definitely interested in seeing how some of those finished out. But, it was really impressive, the work that they were doing, the speed that they were doing it, adaptive reuse is a phrase I loved hearing the whole time. They got after it. We appreciate you being a part of Springdale.

Mr. Dragon: Thank you very much. Appreciate it.

Mr. Kuchta: So, in terms of, "So what do we do with this information", I believe Michael is going to prepare kind of a final Stage One report in the near future that will have more colorful pages than what was just shown tonight. I've already gotten I think 50-60 pages worth of data. He's going to wrap around it some observations and recommendations and you have a taste of those on that last page. But, from our intent as staff, we know that both of these developers are right now actively looking at their next project in Springdale. And, there's probably others out there that I don't know of that are looking at opportunities in Springdale. So, at the very least, we wanted to have Council to have good accurate information to be able to make informed

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Mr. Kuchta (continued): policy decisions, because, you're going to be faced with that in the near future. And, I know what I think, and I think I believe I know what my bosses think, and Administration as far as what is the right thing to do, but, we wanted to know what the experts thought as far as what's the actual likely capacity before we start over-building in this Community and I feel like we have that now at the different price point levels. So, you can use it for benchmarks, you can use it for policy soundboards as you get approached by developers to do more projects. So, that's at the very core what I was hoping to accomplish. And, find if there's concerns, and more questions and information that we can have Michael (Dinn) unearth for you if you feel like you need to know more.

President Anderson: Is there a recommended cadence for refreshing the data? I mean, we talk about these trends and they change. We've got to look back for several years to look forward. The data that you've included, I've seen data like this before. It's great, and it's very useful information for us as decision makers, but, how often should we be revisiting this analysis and refreshing the data?

Mr. Dinn: Thank you, Mr. President. The householder data, the trends about who we are gets accurately refreshed annually, sometime in July or August let's say. Any other legitimate data sets the City might provide?

President Anderson: I know that OKI has offered demographic and policy data. Some of it is similar to some of the data sources you use. They have access to some of the same data sets, and they have offered some of that as well. I feel like everything they offered when I talked to them last is already included in your data set.

Mr. Dinn: Okay. Annually, generally for the householder size. Also, I take all the data for my own purposes and I wash it through in our GIS system so I can see it dynamically, and I can share it in presentations, and so on, here's a plot of major multi-family that is nearby. On the supply side, at least annually, in dynamic markets, it might be every six months to see where rents are going, have foreclosures.

President Anderson: We also make estimates on our elasticity, and as we add a thousand units at a time, we should be able to "true-up" and adjust that slack as we go. So, I understand the data sets would refresh at an interval, but as we approve projects, I'm just trying to figure out the best way to not lose, this is great insight, but I don't want to make bad decisions after we add two thousand more units, right? We hit that inflection point how often?

Mr. Dinn: For the private sector sir, annual is good just to make sure they, like Grove City in Columbus, but, when it's project-specific, they want to refresh what's nearby my line of sight, and the latest trends, and, can I see a little more incremental growth. That's the answer.

President Anderson: Okay. And, with that, that would come through Economic Development office. It'd just be the responsibility of Administration in general to keep up with that. Again, this is great analysis. I love this type of data. I just want to make sure that we get the most out of it. Other questions or comments from Council? Andy (Kuchta) did you have anything else on this? Administration are you good? Thank you all for coming and sharing. This is really interesting. In terms of the refresh, we'll get an update as you get more data. Is there a digital copy that can be distributed to Council members who might want to zoom in a little bit more without a magnifying glass? Is that something you can share with us?

Mr. Dinn: Only if you take all 68 pages.

President Anderson: I would take that, and your data set.

Mr. Dinn: These are just my briefing slides to any decision maker in the first pass. Here's what I'm seeing, what do you think of this. The report, would be, of course, a digital link you can see and share. I can provide this as a digital link as well.

President Anderson: Did Andy (Kuchta) not warn you? You should not have offered me those 60 pages. I'll take it all.

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Mr. Dinn: No, he didn't.

President Anderson: Thank you for that. I appreciate the time and presentation from all of you, and, again, thank you for the work that you've done in Springdale. I can't even tell you the number of times I run into people in the Community who are outside of Springdale when I'm in a meeting, and they tell me about, just the other day, somebody my son was working with, their caseworker was moving into The Array. And, I was like, you mean in Springdale? And, they said, "Yes". And I was like, "Tell me about that. What was that experience like?" So, thank you for being the representatives of our Community as well, because they give us good feedback too. So, thank you.

Executive Session

Mrs. Sullivan-Wisecup: I would like to make a motion that we move to Executive Session to discuss Economic Development.

Mr. Jacobs: Second.

President Anderson: I'm sorry, do we anticipate action? We do anticipate action on the return.

The motion passed with a 7-0 vote to go into Executive Session. Council departed chambers at 10:08 pm. Council returned to chambers at 10:45 pm.

President Anderson: Council has returned from Executive Session. For the record, Mrs. Sullivan-Wisecup has been excused from the remainder of the meeting. She had some personal issues she needed to address. At this point, I'll entertain a motion.

Mr. Vanover: I make a motion to first off, we add Ordinance No. 09-2024 to the agenda.

Ms. McFarland: Second.

Ms. Browder: Mr. President, could I get a clarification on the second. Was that Ms. McFarland, or Ms. Webster?

President Anderson: I had it as Ms. McFarland.

Ms. Browder: Okay. Thank you.

Motion to add Ordinance No. 09-2024 to the agenda passes with six affirmative votes. (Mrs. Sullivan-Wisecup was absent)

Ordinance No. 09-2024

AN ORDINANCE IMPOSING AN IMMEDIATE MORATORIUM ON THE ISSUANCE AND PROCESSING OF PERMITS ALLOWING RETAIL DISPENSARIES, CULTIVATORS, OR PROCESSORS OF ADULT USE MARIJUANA WITHIN THE CITY OF SPRINGDALE AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 09-2024; Mr. Jacobs seconded.

President Anderson: And, I'll just say for the people that might be watching this later asking "Why", this is something that we put off a little bit waiting for the State to take some action. I feel like the rules are still very vague for what is going to be allowed. If we don't, as it's mentioned in this ordinance, if we don't take some action now, it will be a "Wild Wild West", and we wouldn't have control, and this gives us an opportunity to, like many of the communities around us, to take a look at it, and let the rules kind of settle it.

Ordinance No. 09-2024 passes with six affirmative votes. (Mrs. Sullivan-Wisecup was absent)

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Old Business

Mr. Uhl: I'd like to rehash the Swimsafe contract. Just kidding. The more I thought about it, I wanted to kind of pose a question to Council. If schedules permit, instead of getting a bunch of questions to us to get to Swimsafe, if I can get a representative from Swimsafe to come to our next meeting, and maybe answer some of those questions, I don't think it would be something that we would have the audience ask Swimsafe questions, but definitely questions from Councilmembers to help give some clarity or provide some further discussion about the actual contract itself. Would you like me to do that in lieu of doing the questions, or, I can take a look at the questions as well.

President Anderson: What does Council think? Ms. McFarland do you have a comment?

Ms. McFarland: I was just going to say if we can still present them with the questions ahead of time so they are not bombarded if they were to show up at the meeting.

Mr. Uhl: Sure. Yes.

Ms. McFarland: But, yes, I would love to do that. Yes.

Mr. Uhl: Okay.

Mr. Jones: And, Mr. President, I think if there are questions for the Administration, like, Ms. McFarland sent me some today, and I have those answered by Mr. Wilson, so, if there are questions that we answer internally, we will do that. Otherwise, we'll do what Mr. Uhl said, and like you said, I think that's a good suggestion. We don't want to bombard somebody. Give them a chance to prepare their answers. Thank you.

Ms. McFarland: And, I can say that some of my questions are probably both Administration and their operational standpoint. So, great.

Mr. Gleaves: If we could find someone also to represent the Parks and Recreation, I think that would help too. Thank you.

New Business - None

Meetings and Announcements

Ms. McFarland: This is just a reminder that this Saturday, the 24th is the SYB Horseraces. We are excited. We are setting up the gym Friday. Tons of raffles, and lots of money to be won and donated, and, please come out and join us. The grand prize for an admission ticket is either \$500 in cash, or a Weber grill valued at \$1,000. So, lots of other things up for grabs. So, please come out and support Springdale Youth Boosters.

Mr. Gleaves: The BZA meeting for the 27th of this month of February has been cancelled. The next meeting will be March 26th and at 5:00 p.m. before that meeting, the meeting is scheduled for 7:00 p.m., but at 5:00 p.m. there will be a training session for the members of the BZA. Quickly, it's been a long night. As promised, I wanted to recognize a couple of people for Black History Month that poured their hearts and souls into Springdale. The first one I'd like to do is Mr. Robert Wilson. He served on the Charter Revision for four years, Rules and Laws for four years, Public Health for four years, Capital Improvements, Chairman for four years. Finance Chairman for eleven years. Served on Zoning Appeals for four, Volunteer Firefighters and Dependents for four years. He was on the Planning Commission for six years. And, he's a veteran, and he is proud to have served on the Veteran's Memorial as the Chairman for six years. He was instrumental in the design for the Memorial that we have right across the street. The next would be in regards and respect to our Administration, who do such a fine job. Under the scenes, a lot of people don't know how hard they work and make it easier for us. But, Derrick Parham, who began his employment with the City of Springdale, April 12, 1993, where he served as the first African-American Assistant City Administrator. He served in the capacity until August 1, 2009, when he was appointed as the City's second ever City Administrator, and

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Mr. Gleaves (continued): the first African-American City Administrator. Under his leadership, Springdale was able to balance its budget during some challenging times from 2009 to 2011. Likewise, until his retirement in August 2018, the City was able to grow its revenues, and stabilize its expenses. Mr. Parham continued to be a firm believer in mentoring subordinates as well as others, and, empowering others and delivering the best possible services. So, I'd like to say, "Thank you" for them and also thanks to our Administration for doing such a great job.

President Anderson: Thank you for that. Actually, Mr. Parham was the City Administrator when I started on Council. So, I did have the pleasure of meeting him. He was very diligent.

Mr. Gleaves: And, I must say, it's a pleasure to serve with the first African-American Mayor of Springdale. It means a lot. Thank you sir. Late night. Just for you. (laughter)

Mr. Jacobs: Just a quick question for Ms. McFarland. I'm volunteering on Saturday, but, the last time I talked to them, they were looking for more volunteers. Have you heard if we're still looking for people?

Ms. McFarland: Yes, we are definitely still looking for people. Anything from the betting booth to making drinks, to the Big Six wheel. We're always looking for.

Mr. Jacobs: And, who would they contact?

Ms. McFarland: You would contact Danielle Little.

Mr. Jacobs: Thank you.

Mr. Uhl: I apologize. This is my last PSA (Public Service Announcement), but, anyone who is interested in becoming a lifeguard, or working at our pool, please apply. Please share that information with your friends, family, anyone who is interested and willing. We'll be more than happy to accept their applications, and regardless of what happens, we would definitely review those applications and either hire them, or make the referral.

Ms. McFarland: Is that a job posting on our website, or, is that an in-person application?

Mr. Uhl: Those are posted out on our website, and have been for some time.

Ms. McFarland: Okay.

Communications from the Audience

Ms. Bollinger: My name is Denise Bollinger. I'm at 113 Rosetta Court. I am sorry I have to make you guys stay later. I just wanted to come up and say that I ran the pool concessions last year. I was sad to see that Sharon (Brooks) was leaving. I know we hadn't found a person to replace her yet. I was told that I was going to get a packet in the mail in December to reapply. On January 2nd, before the Recreation Commission's meeting, I asked Charlie Wilson if there was any way that Swimsafe was going to take over and he told me, "No". So, I had no reason to believe that Swimsafe would be doing that. There was no mention at (Parks and) Recreation Commission about Swimsafe taking over, in that meeting, or in our February 6th meeting. There was a mention of Steven Sanders going to high school and colleges to try and get people to apply. There really wasn't anything out there to try and get people to apply that I saw besides the one post, like I believe you said. And, on January 5th at the Winter Pep Rally, I also talked to Steven Sanders because I hadn't received any information about reapplying again like I was supposed to. In December, we usually get packets. And, I hadn't gotten that yet, so, I went up to him at the Winter Pep Rally and had asked him if it was time for me to put in my application yet, and he had told me to wait until February because I wouldn't be hired until March. So, that was different from what I was told at the end of the season where I was supposed to apply in December. So, I didn't know if anybody else was told to wait until February to apply, and that may also be why only six or seven people applied from the end of February, or at the end of January. So, I didn't know if that was a thing or not, so I just wanted to bring that your attention to see if that was why.

Mayor Hawkins: Denise, thanks for coming out.

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Ms. Bollinger: Yes.

Mayor Hawkins: Were you applying to work in the concession stand again?

Ms. Bollinger: Yes.

Mayor Hawkins: Okay.

Ms. Bollinger: For the Concession Management.

Mayor Hawkins: Okay.

Ms. Bollinger: I actually turned in the application February 13th.

Mayor Hawkins: Okay.

Mr. Uhl: Not to belabor the issue, but, I do know that there was a concerted effort to try and get the Aquatic Director involved in all aspects of the hiring, so, that's probably part of the delay in Mr. Sanders asking you to apply, in February, but, nonetheless, we will get you that application.

Ms. Bollinger: I already did apply. I was just stating that I was told to apply in February versus December which we usually do.

Mr. Uhl: Sure, and the activity to get the Aquatic Director involved and hired is part of the process for the entire hiring of staff.

Ms. Bollinger: Of why they wanted us to wait until February?

Mr. Uhl: Yes, because Ms. (Sharon) Brooks did a lot, and, to date, they've had two applications. One person was well qualified, but wanted full-time, and was not interested in part-time, and the other person that applied was not remotely qualified for the position, so, that was part of the delay too, to try to get some of the applications deferred until we could get that person on board.

Ms. Bollinger: So, you didn't want anybody else to apply until February because you didn't have an Aquatics Director? I'm confused on what you're saying now.

Mr. Uhl: What I'm saying is the Aquatic Director is part of the hiring process. And that person was not in place yet, but, please spread the word that we will take any applications for any positions that we have outside.

Ms. Bollinger: Okay, that wasn't what I was saying. What I was saying was usually we apply in December, but I was physically told to wait until February because I'm not going to be hired until March anyways because it's only a six month period. So, I was just wondering why I was told to wait until February versus December, that way, if more people were to put their application in in December, then we would have more applications in by the end of January.

Mr. Uhl: I can't speak to that, but, we're happy you're interested in returning. I appreciate you spreading the word.

Ms. Bollinger: Okay. Thank you.

President Anderson: And, thank you for sharing that perspective from the applicant's side. That's always good to hear. Just to understand kind of how it's being received. So, that's always good feedback.

Ms. Bollinger: I do know that I did ask a few people that were lifeguards, and they did receive a packet, so, I don't know if there was just a difference in a manager, versus a non-manager. I just know I didn't receive one. And, I didn't know when to apply.

City of Springdale Council

February 21, 2024

President Anderson: We appreciate that feedback. I think it's interesting to hear from you.

Update on legislation still in development

Mr. Jacobs: As you review your Internal Memorandum, Item Number I was addressed by Ordinance No. 08-2024; and Council decided to table that item until the 6th of March. Item Number III was added to the Agenda, and that was addressed by Ordinance No. 09-2024; An Ordinance Imposing an Immediate Moratorium on the Issuance and Processing of Permits Allowing Retail Dispensaries, Cultivators, or Processors of Adult Use Marijuana Within the City of Springdale and Declaring an Emergency. That passed with a 6-0 vote. Item Number II is an item still in development, and that will be on the agenda at our next meeting. An Ordinance Authorizing the Purchase of Certain Real Property Associated with the Northland Boulevard Reconstruction Project and Declaring an Emergency. Unless there's anything else from Administration.

Mr. Braun: Yes, I just wanted to give you a "heads up" on behalf of Andy (Kuchta) who has already left that there's also going to be legislation coming at the next meeting regarding ending the PACE financing we put in place for the Sheakley property. It has been transferred and sold, and that's been paid off. It's a formality, but we need Council to end that program. That's all.

Adjournment

Ms. McFarland made a motion to adjourn; Mr. Jacobs seconded the motion and Council adjourned at 11:07 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved
Jeffrey Anderson, President of Council

_____, 2024

ORDINANCE NO. 13-2024

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 STATE ENERGY PROGRAM ENERGY EFFICIENCY PROGRAM FOR OHIO COMMUNITIES

WHEREAS, the City of Springdale (the “City”) desires to increase energy efficiency initiatives within municipal facilities; and

WHEREAS, the U.S. Department of Energy has allocated nearly \$13.3 million in Infrastructure Investment and Jobs Act State Energy Program funds to Ohio for energy-related programs, with \$8 million earmarked for Energy Efficiency Program for Ohio Communities (“EEPOC”) initiatives; and

WHEREAS, the Ohio Department of Development is authorized to administer the Energy Efficiency Program for Ohio Communities; and

WHEREAS, the City applied for grant funding through the EEPOC for lighting and control upgrades at the Community Center to include LED lighting installations, direct digital control systems, and utility monitoring; and

WHEREAS, the Ohio Department of Development has awarded grant funding not to exceed \$250,000 to the City for energy efficiency initiatives at the Community Center.

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 Department of Development for participation in the Infrastructure Investment and Jobs Act State Energy Program Energy Efficiency Program for Ohio Communities (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 _____, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

State Energy Program Grant Agreement Energy Efficiency Program for Ohio Communities

Grant Control Number	OEEG24-EEPOC205388
Grantee	City of Springdale
Address	11999 Lawnview Avenue, Springdale, Ohio 45246
Contact	Brian Uhl
E-Mail	buhl@springdale.org
Phone	5133465700
Program Activity	Community Center
Technology or Materials	Lighting and Controls Upgrades at the Community Center
Effective Date	01/01/24
Project Completion Date	12/31/25
Grant Source	U.S. Department of Energy – IJJA SEP Funds
CFDA No.	81.041
Federal Award Source	DE- EE0010093
Amount of Award	\$250,000.00

This Grant Agreement (the “**Agreement**”) is entered into by and between the **State of Ohio, Department of Development (“Grantor”)**, located at 77 South High Street, Columbus, Ohio 43215, and **Grantee** identified above for the purpose of participating in the Infrastructure Investment and Jobs Act **State Energy Program Energy Efficiency Program for Ohio Communities** (the “**Program**”) with funds awarded by the U.S. Department of Energy (“**USDOE**”). This Agreement incorporates the attached Exhibit I, Scope of Work and Project Budget, Exhibit II, Financial Reports and Request For Payment Information, Exhibit III, Special Terms and Conditions, Exhibit IV, Quarterly Progress Reporting Guidelines and Exhibit V, Contract Provisions (to the extent applicable). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

1. **Grantor’s Authority.** Grantor is authorized by Ohio Revised Code (“**Revised Code**”) Section 1551.11 to grant funds appropriated by the General Assembly and any assistance provided by any governmental agency for new concepts, programs, or technology for the conservation of energy, for the efficient and environmentally acceptable utilization of present, new, or alternative energy sources, or which develop resources of the state. Under Revised Code Section 1551.12(F), Grantor may grant funds for the furnishing of goods or performance of services. Grantor has been awarded funding by USDOE under Catalog of Federal Domestic Assistance Number referenced in the table above to develop and implement a comprehensive Program. The Program will promote energy conservation and efficiency, reduce energy demand and develop and deploy renewable energy sources.

2. **Project.** Grantee shall use the financial assistance to be provided by Grantor pursuant to this Agreement to undertake the energy project further described in the Program application or proposal (the “**Application**”) submitted by Grantee and summarized in the Scope of Work (the “**Project**”). The Scope of Work and Project Budget are attached to this Agreement as Exhibit I and incorporated by this reference. The Application is not attached but is also incorporated by this reference into the Agreement.

3. **Grant of Funds.**
 - (a) **Funds.** Grantor hereby awards and grants to Grantee funds in the aggregate amount of **\$250,000.00** (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project substantially as described in the Application. Grantee may not use the

Grant Funds for any purpose other than completion of the Project. Grantee may not pledge the Grant Funds as security for any loan or other obligation or indebtedness.

- (b) **Availability of Funds to Complete the Project.** It is a condition to the award of Grant Funds that the Grantee provides funds from other sources to pay project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

4. **Payment of Grant Funds.**

- (a) **Invoices.** Grantor shall disburse the Grant Funds on a reimbursement basis for eligible costs of the Project incurred on or after the Effective Date. Grantee shall require delivery before payment is made for purchased goods, equipment, and services unless Grantee obtains satisfactory security from the vendor for the payment and performance of the underlying purchase agreement. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in the Application, subject to the allowance for budget alterations provided in paragraph (b) of this Section 4. Grantee shall submit reimbursement request on the form provided by Grantor from time to time. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in the Application. Grantor shall be the sole judge of the adequacy of reimbursement requests. Grantee shall submit to Grantor such documentation necessary or useful to substantiate a reimbursement request. **The final reimbursement request shall be received by Grantor no later than Jan. 31, 2026. All funds must be requested within 45 days of project completion.**

- (b) **Budget Alterations.**

- (i) Subject to paragraph (ii) below, Grantee shall have discretion to reallocate an amount not greater than 10 percent of the Grant Funds, in the aggregate, among budget line items otherwise funded in whole or in part with Grant Funds, and any such reallocation shall be considered by Grantor to be consistent with the Project budget. In the event Grantee makes a budget alteration as permitted by this paragraph, Grantee shall submit with its request for reimbursement a revised Project budget reflecting the alteration. Any changes to the Project budget beyond the scope of this paragraph, including, without limitation, alterations that add budget line items or total, cumulatively with prior alterations, more than 10 percent of the Grant Funds may be affected only by amendment of this Agreement as provided in Section 16(e).

- (ii) If at the completion of the Project the Grantee's share of total allowable costs, is less than the total costs reimbursed, Grantee must refund the difference.

- (c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio and U.S. Department of Health and Human Services budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant

Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

- (d) **Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursements with Grant Funds in accordance with the Project Budget included in Exhibit I, Grantee Shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the “Expense Rule”) and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
 - (e) **Retainage.** Grantor may withhold payment of an amount equal to ten percent (10%) of the Grant Funds until Grantor receives and approves Grantee’s Project Completion Report.
 - (f) **Decontamination and/or Decommissioning Costs.** Notwithstanding any other provisions of this Agreement, neither the federal government nor the State of Ohio shall be responsible for, or have any obligation to, Grantee for (i) Decontamination and/or Decommissioning (D&D) of any of Grantee’s facilities, or (ii) any costs which may be incurred by Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether the D&D work was performed prior to or subsequent to the effective date of this Agreement.
5. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. If the Project does not become operational by the Project Completion Date (as such date may be extended as provided in Section 6(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the Project Completion Date or abandonment has occurred.
6. **Agreement Deadlines and Term.**
- (a) **Project Completion.** Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Project Completion Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
 - (b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the date which is three years after the Project Completion Date (the “Expiration Date”), unless it is terminated earlier as provided in Section 12 (the “Term”). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds, and that Grantee’s obligation to file any delinquent reports survive the expiration or earlier termination of this Agreement.
7. **Project Performance.**

- (a) **Completion According to Application and Scope of Work.** Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of achieving the Program objectives described by Grantor in its State Energy Program application submitted to USDOE. Therefore, Grantee's completion of the Project and performance of other obligations as set forth in the Application and the Scope of Work are essential terms of this Agreement. (While the Scope of Work is intended to be consistent with the Application, in the event of any conflict or inconsistency between the Scope of Work and the Application, the terms of the Scope of Work will prevail over the conflicting or inconsistent terms of the Application.)
- (b) **Performance Metrics.** The Project will be subject to assessment by Grantor according to the performance metrics applied by USDOE to the Program. The Program metrics may include: (i) renewable energy capacity and generation, (ii) jobs created and/or retained, (iii) emissions reductions, (iv) infrastructure investment, (v) accomplishments, publicity, good news, (vi) industrial process efficiency, (vii) workshops, trainings and education, (viii) energy savings (kwh/therms/gallons/BTUs/etc.), (ix) energy cost savings, and all other relevant material related to this Agreement. Grantee shall timely and accurately report to Grantor from time to time at Grantor's request information relevant to assessment of the Project against the Program performance metrics.
- (c) **Compliance with Federal Requirements.** Grantee shall comply with all USDOE requirements for the Program, as USDOE may clarify or change those requirements from time to time. Without limiting the foregoing, Grantee shall submit the Project for review under the National Environmental Policy Act ("NEPA") of 1969 unless a categorical exclusion applies, comply with Section 106 of the National Historic Preservation Act of 1966 and implementing regulations prior to receiving any Grant Funds, comply with federal prevailing wage laws (Davis-Bacon and related acts) with respect to any construction activities on the Project, review and adhere to all applicable National Policy Assurances and Certifications applicable to the Grant Funds (copies of which are attached as Exhibit III to this Agreement), and comply with the USDOE Financial Assistance Rules, 10 C.F.R. part 600, as applicable to recipients of subgrants or subawards.
- (d) **Build America, Buy America (BABA).** Grantee shall comply with domestic procurement requirements provided in the Build America, Buy America Act in section 70914 of Public Law No. 117-58, also known as the Infrastructure Investment and Jobs Act. The Department of Energy can issue a waiver in certain circumstances. Please see the link for further information <https://www.energy.gov/sites/default/files/2022-11/Guidance%20on%20Submission%20of%20a%20DOE%20Buy%20America%20Requirement%20Waiver%20Request%2011-17.pdf>.
8. **Reporting.** The federal award providing funds for this Agreement imposes certain reporting requirements on Grantor. Grantee must provide information necessary and sufficient for Grantor to comply with such reporting requirements. Failure to comply with the reporting requirements concerning the Grant Funds and the Project is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.
- (a) **Quarterly Progress Reports.** Grantee shall deliver to Grantor by the 10th day of each quarter during the Term of this Agreement a quarterly progress report covering Grantee's activities on

the Project, including the goals accomplished, milestones met and any performance deficiencies or delays. Exhibit IV contains guidelines for formatting quarterly reports.

- (b) **Project Completion Report.** Grantee shall notify Grantor promptly in writing when the Project is completed (the “**Project Completion Report**”). In no event shall the Project Completion Report be submitted later than 30 days after the Project is completed in accordance with the Application and Scope of Work. The Project completion report may be submitted in substantially the same format as a quarterly progress report unless otherwise directed by Grantor. Following receipt of the Project Completion Report, Grantor will review the completed Project. Notice of Project completion and Grantor review shall be conditions to final disbursement of the Grant Funds.
- (c) **Emission Allowances.** Energy projects may be eligible to receive energy efficiency or renewable energy emission allowances or other allowances or credits based on the energy attributes of the project (an “**Allowance or Credit**”). If Grantee is entitled to claim an Allowance or Credit as a result of the Project, Grantee must affirmatively claim such Allowance or Credit or forfeit such Allowance or Credit to Grantor for the benefit of the public as provided in Section 4928.62(C) of the Ohio Revised Code. Grantee is hereby deemed to forfeit any Allowance or Credit related to the Project unless Grantee notifies Grantor in writing of its intention to claim the Allowance or Credit at least 120 days prior to the scheduled deadline for claiming the Allowance or Credit. Grantee may also waive to Grantor for the benefit of the public any Allowance or Credit related to the Project. Grantor hereby exercises its right to claim ownership of any such Allowance or Credit that Grantee affirmatively waives or is deemed to have forfeited under this paragraph.
- (d) **Signature and Costs.** Grantee (if Grantee is an individual) or the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee (if Grantee is an entity) shall certify by his or her signature of each report required by this Section 8 that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (e) **Additional Information.** Grantor reserves the right to require any other documentation that may report Grantee’s activities related to the Project and the expenditure of Grant Funds as may be required to satisfy any federal reporting requirement. Grantee shall respond within a reasonable time to any such supplemental request.
- (f) **Remedy.** Reporting is essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any required performance report or additional information and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the performance report is past due.
- (g) **Dissemination of Scientific and Technical Reports.** If this Agreement requires submission of scientific and technical reports, such reports will be disseminated on the Internet via the USDOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the USDOE Energy Citations Database (www.osti.gov/energycitations). Reports submitted to the USDOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

9. **Audit Standards; Records Maintenance and Access.**

- (a) **Audit Standards.** Grantee acknowledges this Agreement involves the use of federal funds and as such is subject to audit by the agency of the United States government granting funds to Grantor for purposes of performing the Project. As directed by Grantor, the Project will be subject to fiscal and compliance audits in accordance with 2 CFR 200 and United States Government Accountability Office Guidelines for Financial and Compliance Audits of Federally Assisted Programs.
- (b) **Maintenance of Records.** Grantee shall establish and maintain for at least three years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, documentation of expenditures of Grant Funds, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. Notwithstanding the foregoing, the following record types shall be subject to the retention periods indicated for each: (i) real property and equipment records shall be retained for three years from the date of the disposition or replacement or transfer of the real property or equipment; (ii) if Grantee is required to report program income after the period of grant support, records concerning such income shall be retained for three years after the end of Grantee's fiscal year in which the income is earned; and (iii) indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable shall be retained for three years after (A) the date of submission to the federal government for negotiation if the computation or proposal is negotiated or (B) the end of the fiscal year (or other accounting period) covered by the computation or proposal if not submitted to the federal government for negotiation. If any audit, dispute, litigation, or negotiation is pending when the applicable retention period would otherwise expire, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.
- (c) **Inspection and Copying.** At any time during normal business hours, and upon not less than 72 hours prior written notice, Grantee shall make available to Grantor, its agents and other appropriate state and federal agencies or officials (including, without limitation, the Comptroller General of the United States, USDOE, or any of their authorized representatives) all books and records containing information regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor, its agents and other appropriate state and federal agencies and officials may review, audit and make excerpts, copies, or transcripts of such books and records. Grantee shall also make available for interview by Grantor, its agents and other appropriate state and federal agencies or officials those directors, officers, employees and agents of Grantee who may have information regarding the Grant Funds and any transaction involving the Grant Funds. Grantor shall use reasonable efforts to conduct any such inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(c) from Grantee's other records of operation. Grantee shall also cause each of its contractors paid with Grant Funds to make its books and records available for inspection and copying to the same extent and in the same manner as described in this paragraph for Grantee. The obligations of Grantee and rights of Grantor and other state and federal officials to access records shall continue if pertinent records are retained.
- (d) **Site Visits.** Authorized representatives of Grantor and USDOE have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. Grantee shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of government representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay Project work or evaluation.

- (e) **Federal Stewardship.** USDOE will exercise normal federal stewardship in overseeing the project activities performed under the award that provides funding for this grant. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the Project; assuring compliance with terms and conditions of the federal award (which, in turn, includes compliance by Grantee with the terms and conditions of this Agreement); and reviewing technical performance after Project completion to ensure that the federal award objectives have been accomplished.

10. **Property Rights; Publications.**

- (a) **Intellectual Property.** Nonprofit organizations are subject to the intellectual property requirements at 10 C.F.R. 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 C.F.R. 600.136(a) and (c).
- (b) **Property and Equipment Purchases.** This Agreement is subject to any applicable property recapture requirement that may be imposed by federal law, regulation or program guideline. If Grantee defaults in the performance of the terms and conditions of this Agreement and/or this Agreement is terminated for default or non-performance, property and equipment acquired with Grant Funds may be subject to recapture and Grantee may be required to transfer all Grantee's right, title and interest in such property and equipment to Grantor. Grantee shall provide for the security and safekeeping of all property and equipment obtained with Grant Funds (directly or by reimbursement of costs).
- (c) **Publications.** Grantees of USDOE funding are encouraged to publish or otherwise make publicly available the results of the work conducted under the award. An acknowledgment of federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number **DE- EE0010093.**"

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

11. **Adherence to State and Federal Laws and Regulations.**

- (a) **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment

compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws, and regulations, and all permit requirements applicable to the Project. In the event of any conflict or inconsistency between federal statutes and regulations and the terms and conditions of this Agreement or the underlying federal award to Grantor, Grantor will seek guidance from USDOE.

- (b) **Ethics.** In accordance with Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (c) **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (d) **No Contingency Fees.** Grantee represents and warrants to Grantor that Grantee has not employed or retained any person or entity to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. If such representation proves to be false, Grantor shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Grant Funds or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available for the breach.
- (e) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.
- (f) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no knowingly false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future

economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, 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 Ohio Revised Code § 2921.13(F)(1).

- (g) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall incorporate the requirements of this paragraph in all of its contracts for any work to be performed as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee shall require all of its contractors to incorporate such requirements in all subcontracts for such work. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision. Grantee will, in all solicitations or advertisements for employment positions, expressly indicate that applications placed for consideration of employment will be reviewed without regard to the race, religion, color, sex, national origin, disability, age, military status or ancestry of the applicant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any program or activity funded in whole or in part with the Grant Funds.

- (h) **Prevailing Wage and Labor Standards.** All laborers and mechanics employed by Grantee, its contractors or subcontractors on any such construction work (as defined in 29 C.F.R. part 5) that is part of the Project shall be paid in accordance with the Davis-Bacon Act and related laws, 40 U.S.C. 276a to 276a- 5, as amended, the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by Grantee, its contractors or subcontractors on such construction work shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Grantee shall require that all of its contractors and their respective subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. In the event that construction work to be undertaken on the Project is not subject to the application of the Davis-Bacon Act and related laws, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in such construction work, Grantee shall comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- (i) **Procurement.** When procuring property and services to be paid for in whole or part with Grant Funds, Grantee shall comply with the procurement standards and other requirements for procurement set forth in 10 C.F.R. § 600.236(b) through (i). Without limiting the foregoing, Grantee acknowledges all of its contracts for the procurement of property and services will contain contract provisions as described in 10 C.F.R. § 600.236(i). It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

- (j) **Historic Preservation.** (i) Prior to the expenditure of federal funds to alter any structure or site,

Grantee shall comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with USDOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in, or eligible for listing in, the National Register of Historic Places. In order to fulfill the requirements of Section 106, Grantee must cooperate with Grantor in contacting the State Historic Preservation Officer (SHPO) to coordinate the Section 106 review outlined in 36 C.F.R. part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. (ii) Section 110(k) of the NHPA applies to USDOE-funded activities. Grantee shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. (iii) Grantee should be aware that the USDOE Contracting Officer will consider Grantor to be in compliance with Section 106 of the NHPA only after Grantor has submitted adequate background documentation to the SHPO for its review, and the SHPO has provided written concurrence to Grantor that the SHPO does not object to Grantor's Section 106 finding or determination. Grantee shall provide promptly to Grantor and/or to the SHPO such information concerning the Project and any properties that may be affected by the Project as may be necessary or useful for Grantor to make its Section 106 finding or determination and for the SHPO to evaluate a request for concurrence in the Section 106 finding or determination. Grantor shall provide a copy of the SHPO concurrence to the Contracting Officer.

- (k) **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.
- (l) **Lobbying Restriction.** Grantee shall not expend any Grant Funds, directly or indirectly, to influence congressional action on any legislation or appropriation matters before Congress other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

12. **Termination.**

- (a) **Reasons for Termination.** Grantor may withhold payment under this Agreement or terminate this Agreement in whole or in part under any of the following circumstances: (i) Grantee fails to comply with the terms and conditions of this Agreement, including any Program rules and requirements incorporated into this Agreement; (ii) Grantor determines that Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 10 C.F.R. part 600, with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time allowed by this Agreement or otherwise approved by Grantor; (iii) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under this Agreement; or (iv) Grantee fails to comply with any reporting requirements including, but not limited to, submission of reports provision of this Agreement. Grantor may also terminate this Agreement in the event USDOE cancels its grant of funds to Grantor.
- (b) **Procedure.** If Grantor has a basis to terminate the Agreement or to withhold Grant Funds as provided in paragraph (a) of this Section 12, Grantor shall notify Grantee in writing (the "**Notice**") sent by certified mail or commercial delivery. The Notice shall state in reasonable detail the basis for the action and sections of the statutes, rules, regulations or contractual obligations that Grantee is charged with violating.
- (c) **Effect of Early Termination.** Within sixty (60) days after early termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. In addition,

Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor. Grantee shall have the right to use of the data for Grantee's own internal, non-commercial educational, training or research purposes. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor, on behalf of the State of Ohio (the "State"). In no event shall Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement. Grantee shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement. Grantee shall incur no new obligations after the date of receipt of the Notice, and shall cancel as many outstanding obligations as possible. Notwithstanding any of the provisions of this Section 12, Grantee shall not be relieved of its responsibility for damages sustained by Grantor by virtue of any breach of contract by Grantee, and Grantor may withhold any reimbursement to Grantee for the purpose of set-off until such time as the exact amount of damages due Grantor from Grantee is agreed upon or otherwise determined.

(d) **Termination Requested by Grantee.** Notwithstanding any of the provisions of this Section 12, if Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied by Grantor, Grantee may request to terminate this Agreement by giving reasonable written notice to Grantor, indicating the effective date of termination, the reasons for requesting the termination, and an appropriate budget revision. In such event, Grantor shall terminate the Agreement only if both parties agree to the termination and to the conditions under which it shall occur.

13. **Indemnification.** Each party shall be responsible for its own acts and omissions and those of its employees, staff, and/or agents. Neither party shall be responsible for the acts and/or omissions of the other party's employees, staff, and/or agents. Nothing in this Agreement shall transfer responsibilities of the acts and/or omissions of one party to the other party.

14. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

15. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Department of Development
77 South High Street
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Deputy Chief, Office of Community Assistance

If to Grantee:

To the attention of the Contact
identified on the first page of this
Agreement.

16. **Miscellaneous.**

- (a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner 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.
- (e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- (k) **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, record retention and inspection rights shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date.

Grantee:

City of Springdale

Grantor:

State of Ohio, Department of Development

Authorized Official Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Grantee Must Enter Unique Entity Identification (UEID) and SAM.gov Registration Expiration			
UEID:		Expiration Date:	

Attachments:

- Exhibit I Scope of Work and Project Budget
- Exhibit II Financial Reports and Request for Payment
- Exhibit III Special Terms and Conditions
- Exhibit IV Quarterly Progress Reporting Guidelines
- Exhibit V Contract Provisions

EXHIBIT I

SCOPE OF WORK AND PROJECT BUDGET

Grantee's Ohio Energy Efficiency Program for Ohio Communities Grant application and budget is located within Grantor electronic application system (Salesforce).

SEP Budget Information

Applicant Name: City of Springdale

Proposed Project Date: 01/01/24 To: 12/31/25

SUMMARY OF BUDGET:

Budget Categories	Portion Funded by Cost Share	Portion Funded by Grant	Total Project Line Item Expense
Equipment/Installation (Phase 3)	\$0	\$250,000	\$250,000
Total Budget Amount:	\$0	\$250,000	\$250,000

EXHIBIT II
FINANCIAL REPORTS AND REQUEST FOR PAYMENT

1. Grantee shall provide the above information along with the Financial Reimbursement Request Form available in Salesforce by the 10th of each month following the end of each calendar quarter. If the 10th falls on a weekend or holiday, the request is due the following Monday.
2. Financial reports for each month of the Term are to be submitted electronically using the Grantor's online system whether or not costs are incurred. Upon review and approval by Grantor, reimbursement payments will be transmitted to Grantee within three to four weeks from the date of receipt by Grantor of Grantee's financial report.
3. Financial reports are to reflect and be in accordance with the accounting records (books, journals, ledgers, etc.) of Grantee.
4. A final financial report of expenditures for the Term is to be received by Grantor no later than 20 business days after the Term ends. The report should be Submitted electronically using the Grantor's online system.
- ~~5. Upon completion of the Term, the remaining balance of Grant Funds, if any, is to be remitted along with a copy of the final financial report. Make the check payable to the Treasurer of the State of Ohio and submit it to the Office of Budget and Finance, Ohio Department of Development, P.O. Box 16565, Columbus, Ohio 43216.~~
- ~~6. Grantee shall return to the federal government on an annual basis beginning June 30, 2014 and every year thereafter, all interest income generated from the deposit of Grant Funds received under this Agreement, except that the Grantee may retain the first \$500.00 to pay administrative expenses. Interest income over the \$500.00 allowance should be remitted to the Department of Health and Human Services, Payment Management System, Rockville, Maryland 20852.~~
7. For Grantees not subject to the provisions of 2 CFR 200, Subpart F, a financial statement audit must be conducted on an annual basis. It must be completed by an independent certified public accountant or firm in accordance with generally accepted government auditing standards (GAGAS). A copy of the audit report must be submitted within nine months following the end of the grantee's fiscal year or within thirty days following the release of the audit report, whichever occurs first. The report may be electronically sent to singleaudit@development.ohio.gov or mailed to

Ohio Department of Development.
Special Projects Coordinator, Audit Office
P. O. Box 1001
Columbus, Ohio 43216-1001

8. Unless Grantee is exempt, for single audits of fiscal years 2015 and after, Grantee must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantee may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to:

Ohio Department of Development.
Special Projects Coordinator, Audit Office
P. O. Box 1001
Columbus, Ohio 43216-1001

Request for Payment

Grantee Name: _____ **Request Number:** _____
Grant Number: _____ **Request Date:** _____
Grantee Contact: _____ **Grant Start Date:** _____
Title: _____ **Grant End Date:** _____
Phone Number: _____ **Final Request:** (Is this your final request? If so, mark "X")

A. Budget Categories	B. Grant Award	C. Previous Grant Expenditures From: _____ To: _____	D. Current Grant Expenditures From: _____ To: _____	E. Grant Balance	F. Cost Share Expended	G. Total Project Cost
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

***All Payment Requests Must Include Supporting Documentation**

GRANTEE CERTIFICATION:

I hereby certify that the above amounts are true and accurate to the best of my knowledge and that all expenditures are solely for the purpose set forth in the agreement.

Date: _____

Signature: _____

Name: _____

Title: _____

PLEASE RETURN TO:

Ohio Department of Development
 Office of Energy & Environment
 77 South High Street, 26th Floor
 Columbus, Ohio 43215

FOR STATE USE ONLY

FISCAL APPROVAL

An encumbrance is hereby certified to merit payment in accordance with conditions of the Agreement.

Printed Name: _____

Signature: _____

Date: _____

MONITOR APPROVAL

Performance of Grantee to date is hereby certified to merit payment and all reports and supporting documentation have been submitted in accordance with conditions of the Agreement.

Printed Name: _____

Signature: _____

Date: _____

EXHIBIT III

SPECIAL TERMS AND CONDITIONS

The following are incorporated into this Award by reference:

- Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://eCFR.gov>.
- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Assurances to be incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.

EXHIBIT IV

QUARTERLY PROGRESS REPORTING GUIDELINES

The following guidelines are to be followed when preparing quarterly progress reports.

Quarterly progress reports should contain five separately labeled sections consisting of: progress chart, narrative, significant accomplishments, problems/issues encountered.

The Progress Chart: List each major milestone of the Project, progress during the reporting period (expressed in a percentage), and overall progress of the Project to date (also expressed in a percentage). *See example chart below.*

The Narrative: Provide a brief (1-2-page) description of the Project progress reported in the progress chart, and digital photos if appropriate. Technical and scientific data should be limited to information that is essential to report on the Project progress. If you have additional technical or scientific data you would like to submit, please do so in the form of an attachment.

Significant Accomplishments: Report the following information, as applicable –

For Deploying Renewable Energy in Ohio Program Activity:

- number of systems installed (Solar electric)
- size of systems installed (Solar electric)
- number of systems installed (Wind energy)
- size of system installed (Wind energy)
- number of systems installed (Solar thermal)
- capacity of systems installed (Solar thermal)

For Making Building Energy Efficiency Work Program Activity:

- number of buildings retrofitted
- square footage retrofitted

For Banking on New Energy Financing Program Activity:

- number of loans made
- value of loans made

For Targeting Industry Efficiency Program Activity:

- reduction in natural gas consumption
- reduction in electricity consumption

For all Program Activities:

- awards received
- total outlays
- recognition received
- measurable economic impact
- new funds received in support this Project or objectives achieved significantly under budget

Problems/Issues: List any obstacles encountered that could potentially hinder the progress of the Project and plans proposed for mitigating the impact.

SAMPLE PROGRESS CHART

MILESTONES	PROGRESS THIS MONTH (Expressed in %)	OVERALL PROGRESS TO DATE (Expressed in %)
TASK 1	25%	100%
TASK 2	15%	35%
TASK 3	45%	100%
TASK 4	0%	0%
TASK 5	15%	25%

EXHIBIT V

Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

See §200.322 Procurement of recovered materials.

ORDINANCE NO. 14-2024

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 STATE ENERGY PROGRAM ENERGY EFFICIENCY PROGRAM FOR OHIO COMMUNITIES

WHEREAS, the City of Springdale (the “City”) desires to increase energy efficiency initiatives within municipal facilities; and

WHEREAS, the U.S. Department of Energy has allocated nearly \$13.3 million in Infrastructure Investment and Jobs Act State Energy Program funds to Ohio for energy-related programs, with \$8 million earmarked for Energy Efficiency Program for Ohio Communities (“EEPOC”) initiatives; and

WHEREAS, the Ohio Department of Development is authorized to administer the Energy Efficiency Program for Ohio Communities; and

WHEREAS, the City applied for grant funding through the EEPOC for lighting and control upgrades at the Municipal Building to include LED lighting installations, direct digital control systems, chiller replacement, and utility monitoring; and

WHEREAS, the Ohio Department of Development has awarded grant funding not to exceed \$250,000 to the City for energy efficiency initiatives at the Municipal Building.

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 Department of Development for participation in the Infrastructure Investment and Jobs Act State Energy Program Energy Efficiency Program for Ohio Communities (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 _____, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

State Energy Program Grant Agreement Energy Efficiency Program for Ohio Communities

Grant Control Number	OEEG24-EEPOC205390
Grantee	City of Springdale
Address	11999 Lawnview Avenue, Springdale, Ohio 45246
Contact	Brian Uhl
E-Mail	buhl@springdale.org
Phone	5133465700
Program Activity	Municipal Building
Technology or Materials	Lighting and control upgrades at the Municipal Building
Effective Date	01/01/24
Project Completion Date	12/31/25
Grant Source	U.S. Department of Energy – IJIA SEP Funds
CFDA No.	81.041
Federal Award Source	DE- EE0010093
Amount of Award	\$250,000.00

This Grant Agreement (the “**Agreement**”) is entered into by and between the **State of Ohio, Department of Development (“Grantor”)**, located at 77 South High Street, Columbus, Ohio 43215, and **Grantee** identified above for the purpose of participating in the Infrastructure Investment and Jobs Act **State Energy Program Energy Efficiency Program for Ohio Communities** (the “**Program**”) with funds awarded by the U.S. Department of Energy (“**USDOE**”). This Agreement incorporates the attached Exhibit I, Scope of Work and Project Budget, Exhibit II, Financial Reports and Request For Payment Information, Exhibit III, Special Terms and Conditions, Exhibit IV, Quarterly Progress Reporting Guidelines and Exhibit V, Contract Provisions (to the extent applicable). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

1. **Grantor’s Authority.** Grantor is authorized by Ohio Revised Code (“**Revised Code**”) Section 1551.11 to grant funds appropriated by the General Assembly and any assistance provided by any governmental agency for new concepts, programs, or technology for the conservation of energy, for the efficient and environmentally acceptable utilization of present, new, or alternative energy sources, or which develop resources of the state. Under Revised Code Section 1551.12(F), Grantor may grant funds for the furnishing of goods or performance of services. Grantor has been awarded funding by USDOE under Catalog of Federal Domestic Assistance Number referenced in the table above to develop and implement a comprehensive Program. The Program will promote energy conservation and efficiency, reduce energy demand and develop and deploy renewable energy sources.

2. **Project.** Grantee shall use the financial assistance to be provided by Grantor pursuant to this Agreement to undertake the energy project further described in the Program application or proposal (the “**Application**”) submitted by Grantee and summarized in the Scope of Work (the “**Project**”). The Scope of Work and Project Budget are attached to this Agreement as Exhibit I and incorporated by this reference. The Application is not attached but is also incorporated by this reference into the Agreement.

3. **Grant of Funds.**
 - (a) **Funds.** Grantor hereby awards and grants to Grantee funds in the aggregate amount of **\$250,000.00** (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project substantially as described in the Application. Grantee may not use the

Grant Funds for any purpose other than completion of the Project. Grantee may not pledge the Grant Funds as security for any loan or other obligation or indebtedness.

- (b) **Availability of Funds to Complete the Project.** It is a condition to the award of Grant Funds that the Grantee provides funds from other sources to pay project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

4. **Payment of Grant Funds.**

- (a) **Invoices.** Grantor shall disburse the Grant Funds on a reimbursement basis for eligible costs of the Project incurred on or after the Effective Date. Grantee shall require delivery before payment is made for purchased goods, equipment, and services unless Grantee obtains satisfactory security from the vendor for the payment and performance of the underlying purchase agreement. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in the Application, subject to the allowance for budget alterations provided in paragraph (b) of this Section 4. Grantee shall submit reimbursement request on the form provided by Grantor from time to time. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in the Application. Grantor shall be the sole judge of the adequacy of reimbursement requests. Grantee shall submit to Grantor such documentation necessary or useful to substantiate a reimbursement request. **The final reimbursement request shall be received by Grantor no later than Jan. 31, 2026. All funds must be requested within 45 days of project completion.**

- (b) **Budget Alterations.**

- (i) Subject to paragraph (ii) below, Grantee shall have discretion to reallocate an amount not greater than 10 percent of the Grant Funds, in the aggregate, among budget line items otherwise funded in whole or in part with Grant Funds, and any such reallocation shall be considered by Grantor to be consistent with the Project budget. In the event Grantee makes a budget alteration as permitted by this paragraph, Grantee shall submit with its request for reimbursement a revised Project budget reflecting the alteration. Any changes to the Project budget beyond the scope of this paragraph, including, without limitation, alterations that add budget line items or total, cumulatively with prior alterations, more than 10 percent of the Grant Funds may be affected only by amendment of this Agreement as provided in Section 16(e).

- (ii) If at the completion of the Project the Grantee's share of total allowable costs, is less than the total costs reimbursed, Grantee must refund the difference.

- (c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio and U.S. Department of Health and Human Services budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant

Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

- (d) **Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursements with Grant Funds in accordance with the Project Budget included in Exhibit I, Grantee Shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the “Expense Rule”) and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
 - (e) **Retainage.** Grantor may withhold payment of an amount equal to ten percent (10%) of the Grant Funds until Grantor receives and approves Grantee’s Project Completion Report.
 - (f) **Decontamination and/or Decommissioning Costs.** Notwithstanding any other provisions of this Agreement, neither the federal government nor the State of Ohio shall be responsible for, or have any obligation to, Grantee for (i) Decontamination and/or Decommissioning (D&D) of any of Grantee’s facilities, or (ii) any costs which may be incurred by Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether the D&D work was performed prior to or subsequent to the effective date of this Agreement.
5. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. If the Project does not become operational by the Project Completion Date (as such date may be extended as provided in Section 6(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within thirty (30) days after the Project Completion Date or abandonment has occurred.
6. **Agreement Deadlines and Term.**
- (a) **Project Completion.** Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Project Completion Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
 - (b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the date which is three years after the Project Completion Date (the “Expiration Date”), unless it is terminated earlier as provided in Section 12 (the “Term”). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds, and that Grantee’s obligation to file any delinquent reports survive the expiration or earlier termination of this Agreement.
7. **Project Performance.**

- (a) **Completion According to Application and Scope of Work.** Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of achieving the Program objectives described by Grantor in its State Energy Program application submitted to USDOE. Therefore, Grantee's completion of the Project and performance of other obligations as set forth in the Application and the Scope of Work are essential terms of this Agreement. (While the Scope of Work is intended to be consistent with the Application, in the event of any conflict or inconsistency between the Scope of Work and the Application, the terms of the Scope of Work will prevail over the conflicting or inconsistent terms of the Application.)
- (b) **Performance Metrics.** The Project will be subject to assessment by Grantor according to the performance metrics applied by USDOE to the Program. The Program metrics may include: (i) renewable energy capacity and generation, (ii) jobs created and/or retained, (iii) emissions reductions, (iv) infrastructure investment, (v) accomplishments, publicity, good news, (vi) industrial process efficiency, (vii) workshops, trainings and education, (viii) energy savings (kwh/therms/gallons/BTUs/etc.), (ix) energy cost savings, and all other relevant material related to this Agreement. Grantee shall timely and accurately report to Grantor from time to time at Grantor's request information relevant to assessment of the Project against the Program performance metrics.
- (c) **Compliance with Federal Requirements.** Grantee shall comply with all USDOE requirements for the Program, as USDOE may clarify or change those requirements from time to time. Without limiting the foregoing, Grantee shall submit the Project for review under the National Environmental Policy Act ("NEPA") of 1969 unless a categorical exclusion applies, comply with Section 106 of the National Historic Preservation Act of 1966 and implementing regulations prior to receiving any Grant Funds, comply with federal prevailing wage laws (Davis-Bacon and related acts) with respect to any construction activities on the Project, review and adhere to all applicable National Policy Assurances and Certifications applicable to the Grant Funds (copies of which are attached as Exhibit III to this Agreement), and comply with the USDOE Financial Assistance Rules, 10 C.F.R. part 600, as applicable to recipients of subgrants or subawards.
- (d) **Build America, Buy America (BABA).** Grantee shall comply with domestic procurement requirements provided in the Build America, Buy America Act in section 70914 of Public Law No. 117-58, also known as the Infrastructure Investment and Jobs Act. The Department of Energy can issue a waiver in certain circumstances. Please see the link for further information <https://www.energy.gov/sites/default/files/2022-11/Guidance%20on%20Submission%20of%20a%20DOE%20Buy%20America%20Requirement%20Waiver%20Request%2011-17.pdf>.
8. **Reporting.** The federal award providing funds for this Agreement imposes certain reporting requirements on Grantor. Grantee must provide information necessary and sufficient for Grantor to comply with such reporting requirements. Failure to comply with the reporting requirements concerning the Grant Funds and the Project is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.
- (a) **Quarterly Progress Reports.** Grantee shall deliver to Grantor by the 10th day of each quarter during the Term of this Agreement a quarterly progress report covering Grantee's activities on

the Project, including the goals accomplished, milestones met and any performance deficiencies or delays. Exhibit IV contains guidelines for formatting quarterly reports.

- (b) **Project Completion Report.** Grantee shall notify Grantor promptly in writing when the Project is completed (the “**Project Completion Report**”). In no event shall the Project Completion Report be submitted later than 30 days after the Project is completed in accordance with the Application and Scope of Work. The Project completion report may be submitted in substantially the same format as a quarterly progress report unless otherwise directed by Grantor. Following receipt of the Project Completion Report, Grantor will review the completed Project. Notice of Project completion and Grantor review shall be conditions to final disbursement of the Grant Funds.
- (c) **Emission Allowances.** Energy projects may be eligible to receive energy efficiency or renewable energy emission allowances or other allowances or credits based on the energy attributes of the project (an “**Allowance or Credit**”). If Grantee is entitled to claim an Allowance or Credit as a result of the Project, Grantee must affirmatively claim such Allowance or Credit or forfeit such Allowance or Credit to Grantor for the benefit of the public as provided in Section 4928.62(C) of the Ohio Revised Code. Grantee is hereby deemed to forfeit any Allowance or Credit related to the Project unless Grantee notifies Grantor in writing of its intention to claim the Allowance or Credit at least 120 days prior to the scheduled deadline for claiming the Allowance or Credit. Grantee may also waive to Grantor for the benefit of the public any Allowance or Credit related to the Project. Grantor hereby exercises its right to claim ownership of any such Allowance or Credit that Grantee affirmatively waives or is deemed to have forfeited under this paragraph.
- (d) **Signature and Costs.** Grantee (if Grantee is an individual) or the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee (if Grantee is an entity) shall certify by his or her signature of each report required by this Section 8 that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (e) **Additional Information.** Grantor reserves the right to require any other documentation that may report Grantee’s activities related to the Project and the expenditure of Grant Funds as may be required to satisfy any federal reporting requirement. Grantee shall respond within a reasonable time to any such supplemental request.
- (f) **Remedy.** Reporting is essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any required performance report or additional information and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the performance report is past due.
- (g) **Dissemination of Scientific and Technical Reports.** If this Agreement requires submission of scientific and technical reports, such reports will be disseminated on the Internet via the USDOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the USDOE Energy Citations Database (www.osti.gov/energycitations). Reports submitted to the USDOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

9. **Audit Standards; Records Maintenance and Access.**

- (a) **Audit Standards.** Grantee acknowledges this Agreement involves the use of federal funds and as such is subject to audit by the agency of the United States government granting funds to Grantor for purposes of performing the Project. As directed by Grantor, the Project will be subject to fiscal and compliance audits in accordance with 2 CFR 200 and United States Government Accountability Office Guidelines for Financial and Compliance Audits of Federally Assisted Programs.
- (b) **Maintenance of Records.** Grantee shall establish and maintain for at least three years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, documentation of expenditures of Grant Funds, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. Notwithstanding the foregoing, the following record types shall be subject to the retention periods indicated for each: (i) real property and equipment records shall be retained for three years from the date of the disposition or replacement or transfer of the real property or equipment; (ii) if Grantee is required to report program income after the period of grant support, records concerning such income shall be retained for three years after the end of Grantee's fiscal year in which the income is earned; and (iii) indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable shall be retained for three years after (A) the date of submission to the federal government for negotiation if the computation or proposal is negotiated or (B) the end of the fiscal year (or other accounting period) covered by the computation or proposal if not submitted to the federal government for negotiation. If any audit, dispute, litigation, or negotiation is pending when the applicable retention period would otherwise expire, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.
- (c) **Inspection and Copying.** At any time during normal business hours, and upon not less than 72 hours prior written notice, Grantee shall make available to Grantor, its agents and other appropriate state and federal agencies or officials (including, without limitation, the Comptroller General of the United States, USDOE, or any of their authorized representatives) all books and records containing information regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor, its agents and other appropriate state and federal agencies and officials may review, audit and make excerpts, copies, or transcripts of such books and records. Grantee shall also make available for interview by Grantor, its agents and other appropriate state and federal agencies or officials those directors, officers, employees and agents of Grantee who may have information regarding the Grant Funds and any transaction involving the Grant Funds. Grantor shall use reasonable efforts to conduct any such inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(c) from Grantee's other records of operation. Grantee shall also cause each of its contractors paid with Grant Funds to make its books and records available for inspection and copying to the same extent and in the same manner as described in this paragraph for Grantee. The obligations of Grantee and rights of Grantor and other state and federal officials to access records shall continue if pertinent records are retained.
- (d) **Site Visits.** Authorized representatives of Grantor and USDOE have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. Grantee shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of government representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay Project work or evaluation.

- (e) **Federal Stewardship.** USDOE will exercise normal federal stewardship in overseeing the project activities performed under the award that provides funding for this grant. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the Project; assuring compliance with terms and conditions of the federal award (which, in turn, includes compliance by Grantee with the terms and conditions of this Agreement); and reviewing technical performance after Project completion to ensure that the federal award objectives have been accomplished.

10. **Property Rights; Publications.**

- (a) **Intellectual Property.** Nonprofit organizations are subject to the intellectual property requirements at 10 C.F.R. 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 C.F.R. 600.136(a) and (c).
- (b) **Property and Equipment Purchases.** This Agreement is subject to any applicable property recapture requirement that may be imposed by federal law, regulation or program guideline. If Grantee defaults in the performance of the terms and conditions of this Agreement and/or this Agreement is terminated for default or non-performance, property and equipment acquired with Grant Funds may be subject to recapture and Grantee may be required to transfer all Grantee's right, title and interest in such property and equipment to Grantor. Grantee shall provide for the security and safekeeping of all property and equipment obtained with Grant Funds (directly or by reimbursement of costs).
- (c) **Publications.** Grantees of USDOE funding are encouraged to publish or otherwise make publicly available the results of the work conducted under the award. An acknowledgment of federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number **DE- EE0010093.**"

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

11. **Adherence to State and Federal Laws and Regulations.**

- (a) **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment

compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws, and regulations, and all permit requirements applicable to the Project. In the event of any conflict or inconsistency between federal statutes and regulations and the terms and conditions of this Agreement or the underlying federal award to Grantor, Grantor will seek guidance from USDOE.

- (b) **Ethics.** In accordance with Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (c) **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (d) **No Contingency Fees.** Grantee represents and warrants to Grantor that Grantee has not employed or retained any person or entity to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. If such representation proves to be false, Grantor shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Grant Funds or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available for the breach.
- (e) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.
- (f) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no knowingly false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future

economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, 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 Ohio Revised Code § 2921.13(F)(1).

- (g) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall incorporate the requirements of this paragraph in all of its contracts for any work to be performed as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee shall require all of its contractors to incorporate such requirements in all subcontracts for such work. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision. Grantee will, in all solicitations or advertisements for employment positions, expressly indicate that applications placed for consideration of employment will be reviewed without regard to the race, religion, color, sex, national origin, disability, age, military status or ancestry of the applicant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any program or activity funded in whole or in part with the Grant Funds.

- (h) **Prevailing Wage and Labor Standards.** All laborers and mechanics employed by Grantee, its contractors or subcontractors on any such construction work (as defined in 29 C.F.R. part 5) that is part of the Project shall be paid in accordance with the Davis-Bacon Act and related laws, 40 U.S.C. 276a to 276a- 5, as amended, the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by Grantee, its contractors or subcontractors on such construction work shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Grantee shall require that all of its contractors and their respective subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. In the event that construction work to be undertaken on the Project is not subject to the application of the Davis-Bacon Act and related laws, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in such construction work, Grantee shall comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- (i) **Procurement.** When procuring property and services to be paid for in whole or part with Grant Funds, Grantee shall comply with the procurement standards and other requirements for procurement set forth in 10 C.F.R. § 600.236(b) through (i). Without limiting the foregoing, Grantee acknowledges all of its contracts for the procurement of property and services will contain contract provisions as described in 10 C.F.R. § 600.236(i). It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

- (j) **Historic Preservation.** (i) Prior to the expenditure of federal funds to alter any structure or site,

Grantee shall comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with USDOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in, or eligible for listing in, the National Register of Historic Places. In order to fulfill the requirements of Section 106, Grantee must cooperate with Grantor in contacting the State Historic Preservation Officer (SHPO) to coordinate the Section 106 review outlined in 36 C.F.R. part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. (ii) Section 110(k) of the NHPA applies to USDOE-funded activities. Grantee shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. (iii) Grantee should be aware that the USDOE Contracting Officer will consider Grantor to be in compliance with Section 106 of the NHPA only after Grantor has submitted adequate background documentation to the SHPO for its review, and the SHPO has provided written concurrence to Grantor that the SHPO does not object to Grantor's Section 106 finding or determination. Grantee shall provide promptly to Grantor and/or to the SHPO such information concerning the Project and any properties that may be affected by the Project as may be necessary or useful for Grantor to make its Section 106 finding or determination and for the SHPO to evaluate a request for concurrence in the Section 106 finding or determination. Grantor shall provide a copy of the SHPO concurrence to the Contracting Officer.

- (k) **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.
- (l) **Lobbying Restriction.** Grantee shall not expend any Grant Funds, directly or indirectly, to influence congressional action on any legislation or appropriation matters before Congress other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

12. **Termination.**

- (a) **Reasons for Termination.** Grantor may withhold payment under this Agreement or terminate this Agreement in whole or in part under any of the following circumstances: (i) Grantee fails to comply with the terms and conditions of this Agreement, including any Program rules and requirements incorporated into this Agreement; (ii) Grantor determines that Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 10 C.F.R. part 600, with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time allowed by this Agreement or otherwise approved by Grantor; (iii) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under this Agreement; or (iv) Grantee fails to comply with any reporting requirements including, but not limited to, submission of reports provision of this Agreement. Grantor may also terminate this Agreement in the event USDOE cancels its grant of funds to Grantor.
- (b) **Procedure.** If Grantor has a basis to terminate the Agreement or to withhold Grant Funds as provided in paragraph (a) of this Section 12, Grantor shall notify Grantee in writing (the "**Notice**") sent by certified mail or commercial delivery. The Notice shall state in reasonable detail the basis for the action and sections of the statutes, rules, regulations or contractual obligations that Grantee is charged with violating.
- (c) **Effect of Early Termination.** Within sixty (60) days after early termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. In addition,

Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor. Grantee shall have the right to use of the data for Grantee's own internal, non-commercial educational, training or research purposes. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor, on behalf of the State of Ohio (the "State"). In no event shall Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement. Grantee shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement. Grantee shall incur no new obligations after the date of receipt of the Notice, and shall cancel as many outstanding obligations as possible. Notwithstanding any of the provisions of this Section 12, Grantee shall not be relieved of its responsibility for damages sustained by Grantor by virtue of any breach of contract by Grantee, and Grantor may withhold any reimbursement to Grantee for the purpose of set-off until such time as the exact amount of damages due Grantor from Grantee is agreed upon or otherwise determined.

(d) **Termination Requested by Grantee.** Notwithstanding any of the provisions of this Section 12, if Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied by Grantor, Grantee may request to terminate this Agreement by giving reasonable written notice to Grantor, indicating the effective date of termination, the reasons for requesting the termination, and an appropriate budget revision. In such event, Grantor shall terminate the Agreement only if both parties agree to the termination and to the conditions under which it shall occur.

13. **Indemnification.** Each party shall be responsible for its own acts and omissions and those of its employees, staff, and/or agents. Neither party shall be responsible for the acts and/or omissions of the other party's employees, staff, and/or agents. Nothing in this Agreement shall transfer responsibilities of the acts and/or omissions of one party to the other party.

14. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

15. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Department of Development
77 South High Street
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Deputy Chief, Office of Community Assistance

If to Grantee:

To the attention of the Contact
identified on the first page of this
Agreement.

16. **Miscellaneous.**

- (a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner 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.
- (e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- (k) **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, record retention and inspection rights shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date.

Grantee:

City of Springdale

Grantor:

State of Ohio, Department of Development

Authorized Official Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Grantee Must Enter Unique Entity Identification (UEID) and SAM.gov Registration Expiration			
UEID:		Expiration Date:	

Attachments:

- Exhibit I Scope of Work and Project Budget
- Exhibit II Financial Reports and Request for Payment
- Exhibit III Special Terms and Conditions
- Exhibit IV Quarterly Progress Reporting Guidelines
- Exhibit V Contract Provisions

EXHIBIT I

SCOPE OF WORK AND PROJECT BUDGET

Grantee's Ohio Energy Efficiency Program for Ohio Communities Grant application and budget is located within Grantor electronic application system (Salesforce).

SEP Budget Information

Applicant Name: City of Springdale

Proposed Project Date: 01/01/24 To: 12/31/25

SUMMARY OF BUDGET:

Budget Categories	Portion Funded by Cost Share	Portion Funded by Grant	Total Project Line Item Expense
Equipment/Installation (Phase 3)	\$0	\$250,000	\$250,000
Total Budget Amount:	\$0	\$250,000	\$250,000

EXHIBIT II
FINANCIAL REPORTS AND REQUEST FOR PAYMENT

1. Grantee shall provide the above information along with the Financial Reimbursement Request Form available in Salesforce by the 10th of each month following the end of each calendar quarter. If the 10th falls on a weekend or holiday, the request is due the following Monday.
2. Financial reports for each month of the Term are to be submitted electronically using the Grantor's online system whether or not costs are incurred. Upon review and approval by Grantor, reimbursement payments will be transmitted to Grantee within three to four weeks from the date of receipt by Grantor of Grantee's financial report.
3. Financial reports are to reflect and be in accordance with the accounting records (books, journals, ledgers, etc.) of Grantee.
4. A final financial report of expenditures for the Term is to be received by Grantor no later than 20 business days after the Term ends. The report should be Submitted electronically using the Grantor's online system.
- ~~5. Upon completion of the Term, the remaining balance of Grant Funds, if any, is to be remitted along with a copy of the final financial report. Make the check payable to the Treasurer of the State of Ohio and submit it to the Office of Budget and Finance, Ohio Department of Development, P.O. Box 16565, Columbus, Ohio 43216.~~
- ~~6. Grantee shall return to the federal government on an annual basis beginning June 30, 2014 and every year thereafter, all interest income generated from the deposit of Grant Funds received under this Agreement, except that the Grantee may retain the first \$500.00 to pay administrative expenses. Interest income over the \$500.00 allowance should be remitted to the Department of Health and Human Services, Payment Management System, Rockville, Maryland 20852.~~
7. For Grantees not subject to the provisions of 2 CFR 200, Subpart F, a financial statement audit must be conducted on an annual basis. It must be completed by an independent certified public accountant or firm in accordance with generally accepted government auditing standards (GAGAS). A copy of the audit report must be submitted within nine months following the end of the grantee's fiscal year or within thirty days following the release of the audit report, whichever occurs first. The report may be electronically sent to singleaudit@development.ohio.gov or mailed to

Ohio Department of Development.
Special Projects Coordinator, Audit Office
P. O. Box 1001
Columbus, Ohio 43216-1001

8. Unless Grantee is exempt, for single audits of fiscal years 2015 and after, Grantee must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantee may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to:

Ohio Department of Development.
Special Projects Coordinator, Audit Office
P. O. Box 1001
Columbus, Ohio 43216-1001

Request for Payment

Grantee Name: _____ **Request Number:** _____
Grant Number: _____ **Request Date:** _____
Grantee Contact: _____ **Grant Start Date:** _____
Title: _____ **Grant End Date:** _____
Phone Number: _____ **Final Request:** (Is this your final request? If so, mark "X")

<u>A. Budget Categories</u>	<u>B. Grant Award</u>	<u>C. Previous Grant Expenditures</u> From: _____ To: _____	<u>D. Current Grant Expenditures</u> From: _____ To: _____	<u>E. Grant Balance</u>	<u>F. Cost Share Expended</u>	<u>G. Total Project Cost</u>
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

***All Payment Requests Must Include Supporting Documentation**

GRANTEE CERTIFICATION:

I hereby certify that the above amounts are true and accurate to the best of my knowledge and that all expenditures are solely for the purpose set forth in the agreement.

Date: _____

Signature: _____

Name: _____

Title: _____

PLEASE RETURN TO:

Ohio Department of Development
 Office of Energy & Environment
 77 South High Street, 26th Floor
 Columbus, Ohio 43215

FOR STATE USE ONLY

FISCAL APPROVAL

An encumbrance is hereby certified to merit payment in accordance with conditions of the Agreement.

Printed Name: _____

Signature: _____

Date: _____

MONITOR APPROVAL

Performance of Grantee to date is hereby certified to merit payment and all reports and supporting documentation have been submitted in accordance with conditions of the Agreement.

Printed Name: _____

Signature: _____

Date: _____

**Ohio Department of Development
Office of Energy and Environment
Energy Efficiency Program for Ohio
Communities**

OEE FORM EEP-001 (10/2021)

ELIGIBLE ENERGY EFFICIENCY EQUIPMENT/MATERIALS/COST ITEMIZATION/INSTALLED EQUIPMENT CERTIFICATION FORM

(INVOICES AND PROOF OF PAYMENT DOCUMENTATION MUST BE SUBMITTED WITH A COMPLETE COPY OF THIS FORM)

GRANTEE NAME: _____
 ADDRESS: _____
 TELEPHONE/(EXT): _____
 CONTACT NAME: PROJECT _____
 NAME: _____

GRANT CONTROL #: _____
 PAYMENT REQUEST #: _____
 GRANT AWARD AMT: _____
 CONTACT EMAIL: _____

INVOICE																	
CLIENT/VENDOR/ PAYMENT BENEFICIARY	JOB TYPE	DATE	NUMBER	AMOUNT	PAYMENT DATE	TRANSACTION TYPE	EQUIPMENT / MATERIALS	ITEM #	QUANTITY	UNIT PRICE	GRANT FUNDS	COST SHARE	TOTAL AMOUNT	LOCATION	COMMENTS		
TOTAL				\$	-						TOTAL	\$	-	\$	-	\$	-

CERTIFICATION:

I certify that the energy efficiency equipment described on this Form was recommended in the ASHRAE II audit for this project as a necessary energy efficiency measure and that this equipment was purchased and installed at the project's location.

PRINT NAME *DATE*

TITLE *COMPANY*

EMAIL ADDRESS *TELEPHONE*

This form is to be uploaded to the Reimbursement Request prepared and submitted in Salesforce. Please upload copies of invoices, proof of payment, and cost share with this form.

EXHIBIT III

SPECIAL TERMS AND CONDITIONS

The following are incorporated into this Award by reference:

- Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://eCFR.gov>.
- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Assurances to be incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.

EXHIBIT IV

QUARTERLY PROGRESS REPORTING GUIDELINES

The following guidelines are to be followed when preparing quarterly progress reports.

Quarterly progress reports should contain five separately labeled sections consisting of: progress chart, narrative, significant accomplishments, problems/issues encountered.

The Progress Chart: List each major milestone of the Project, progress during the reporting period (expressed in a percentage), and overall progress of the Project to date (also expressed in a percentage). *See example chart below.*

The Narrative: Provide a brief (1-2-page) description of the Project progress reported in the progress chart, and digital photos if appropriate. Technical and scientific data should be limited to information that is essential to report on the Project progress. If you have additional technical or scientific data you would like to submit, please do so in the form of an attachment.

Significant Accomplishments: Report the following information, as applicable –

For Deploying Renewable Energy in Ohio Program Activity:

- number of systems installed (Solar electric)
- size of systems installed (Solar electric)
- number of systems installed (Wind energy)
- size of system installed (Wind energy)
- number of systems installed (Solar thermal)
- capacity of systems installed (Solar thermal)

For Making Building Energy Efficiency Work Program Activity:

- number of buildings retrofitted
- square footage retrofitted

For Banking on New Energy Financing Program Activity:

- number of loans made
- value of loans made

For Targeting Industry Efficiency Program Activity:

- reduction in natural gas consumption
- reduction in electricity consumption

For all Program Activities:

- awards received
- total outlays
- recognition received
- measurable economic impact
- new funds received in support this Project or objectives achieved significantly under budget

Problems/Issues: List any obstacles encountered that could potentially hinder the progress of the Project and plans proposed for mitigating the impact.

SAMPLE PROGRESS CHART

MILESTONES	PROGRESS THIS MONTH (Expressed in %)	OVERALL PROGRESS TO DATE (Expressed in %)
TASK 1	25%	100%
TASK 2	15%	35%
TASK 3	45%	100%
TASK 4	0%	0%
TASK 5	15%	25%

EXHIBIT V

Contract Provisions

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

See §200.322 Procurement of recovered materials.

ORDINANCE NO. 15-2024

AN ORDINANCE DECLARING CERTAIN CITY PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE SALE, DISPOSAL, OR TRANSFER OF SURPLUS PROPERTY

WHEREAS, Council has determined that certain property of the City is no longer needed by the City for municipal purposes or useful as such, absolutely or temporarily.

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

Section 1. Consistent with Article VIII, Section C(3) of the Charter of the City, and as permitted by Ohio Revised Code Section 721.15, the items listed on the attached Exhibit A owned by the City are hereby declared to be surplus property no longer needed for municipal purposes or useful as such, absolutely or temporarily, and that such property may be sold, by internet auction or otherwise, transferred or disposed of by the City.

Section 2. That the City Administrator is hereby authorized to dispose of said property in the manner specified herein.

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. This ordinance shall take effect on the earliest date allowed by law.

Passed this _____ day of March, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

ORDINANCE NO. 15-2024

EXHIBIT A

Asset No.	Qty.	Item	Additional Description
ADM-24-01	1	Vertical double bookshelf with lower 2-door cabinet	Wood; cherry color
ADM-24-02	1	Credenza with 6 drawers (2 filing size) and keyboard mount	Wood; cherry color
ADM-24-03	1	Executive Desk with 6 drawers (2 filing size)	Wood; cherry color
ADM-24-04	2	Wood Upholstered Chairs	Green cloth; cherry wood
ADM-24-05	1	Upholstered Executive Chair on Wheels	Paisley Print; Burgundy color
ADM-24-06	1	Upholstered Client Club Chair	Paisley Print; Burgundy color
ADM-24-07	1	Table Lamp with Shade	Green and brass
ADM-24-08	1	Glass Side Table	Glass and black metal
ADM-24-09	1	Upholstered 3-Cushion Sofa	Paisley Print; Burgundy color
ADM-24-10	1	Glass Side Table	Glass and black metal
ADM-24-11	1	Artificial Feather Planter	Tan; feather reeds; woven basket
ADM-24-12	1	Round Coffee Table	Glass and black metal
ADM-24-13	2	Wood Bookcases 5-shelf	Cherry Wood color
ADM-24-14	1	Wood TV Cabinet w/ 2-door drawers	Cherry Wood color
ADM-24-15	1	Executive Conference Room Table	Cherry Wood color w/glass top
ADM-24-16	1	Executive Credenza w/2 cabinets w/1 shelf	Cherry Wood color w/glass top
ADM-24-17	1	Lobby Sofa	Upholstered Aqua Color
ADM-24-18	2	Round Cylinder Accent Tables	Mixed media wood//hard laminate surface; grey
BD-01	1	Honda Accord EX	VIN: JHMCG55621C000471
BD-02	1	Office Desk Chair (Blue)	
BD-03	1	Stationary Office Chair (Blue)	
BD-04	1	Chair Floor Mats (Qty. of 4) 4' x 3'	
BD-05	1-lot	Metal Door Frames (Qty. 3) and Solid Wood Doors (Qty. 2)	
BD-06	1-lot	Framed Pictures (Qty 14)	
SHD-01-2024	1	4-Drawer Vertical Filing Cabinet (Gray)	
SHD-02-2024	1	4-Drawer Vertical Filing Cabinet (Gray)	
SHD-03-2024	1	2-Drawer Filing Cabinet	
SHD-04-2024	1	Canon Fax Machine	Model: MB2320; Serial No. ADSM76836
SHD-05-2024	1	Oral Visual Display Board Easel (Gray)	Model A502
SHD-06-2024	1-lot	Blood Pressure Cuffs (Qty. 7)	Serial No. A107291-8
SHD-07-2024	1	Crosscut Shredder (Gray)	Serial No. 1754491
SHD-08-2024	1	HP Color LaserJet Printer	Model CP1215; Serial No. CNACB2401X
SHD-09-2024	1	3-Drawer Lateral Filing Cabinet (Gray)	
SHD-10-2024	1	Examination Table (Brown)	
PK-1	1	Sharp Copier	Model MX-3620; Serial No. 5E004266
PK-2	1	Electric Knight Kiln	Model 103
PK-3	1-lot	Stihl Grass Trimmers (Qty. 4)	(3) FSR 80R, (1) FSR 90R
PD-001	1	ACER Monitor	
PD-002	1	Wooden Book Shelf	
PD-003	1	Brother ML100 Typewriter	
PD-004	1	Bissel 1370-1	
PD-005	1	Shampoo and Body Wash Packets	
PD-006	1-lot	7 boxes of bars of soap	
PD-007	1-lot	Package of Shave Cream	
PD-008	1-lot	4 boxes of 12 packs of 10 shavers	
PD-009	1	Metal paper towel dispenser	
PD-010	1	Metal cabinet	
PD-011	1	Brother Printer	Model HL-L2300D; Serial No. U63878C2N829291
TX-01	1	Hewlett Packard Laser Jet P40114N	Serial No. CND33X5749
TX-02	1	Neopost Letter Folding Machine, Inserter 2-Sheet	Model DS-35; Serial No. PA1341009153
TX-03	1	Neopost Postage Machine	Model IN 700; Serial No. CC18312122276

ORDINANCE NO. 16-2024

DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN SPRINGDALE, OHIO TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(B) OF THE OHIO REVISED CODE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, DECLARING CERTAIN PUBLIC IMPROVEMENTS TO BE NECESSARY FOR THE FURTHER DEVELOPMENT OF THOSE PARCELS, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND, AND DECLARING AN EMERGENCY

WHEREAS, prior to the passage of this ordinance, the City of Springdale (the “**City**”) entered into a *Tax Increment Financing Agreement* with CCA Glensprings, LLC (“**Developer**”) (the “**Development Agreement**”), pertaining to certain parcels of real property, more fully described on Attachment A attached to this ordinance (the “**Property**”), as authorized by Ordinance No. 11-2024 passed by this Council on March 6, 2024; and

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 (the “**TIF Statutes**”) provide that Council may: (i) declare by ordinance to be a public purpose any Improvement (as defined in Ohio Revised Code Section 5709.40, and hereinafter the “**Improvement**”) to a parcel of real property and thereby authorize the exemption of such Improvement from real property taxation for a period of time; (ii) require the payment of service payments in lieu of taxes by the owner or owners of the parcel; and (iii) establish an tax increment equivalent fund for the deposit of those service payments; and

WHEREAS, the City has determined that it is necessary and appropriate, in furtherance of the City’s economic development activities, and in the best interest of the City, to provide for exemption of the Improvement to the Property from real property taxation, and for the payment of semiannual service payments in lieu of taxes with respect to the Property, pursuant to Ohio Revised Code Sections 5709.40(B) to 5709.43; and,

WHEREAS, notice was given to the Princeton City School District and the Great Oaks Institute of Technology and Career Development on March 4, 2024 of the consideration of this ordinance providing for tax increment property tax exemption, as required by Sections 5709.40 and 5709.83 of the Ohio Revised Code; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, State of Ohio:

SECTION 1. Pursuant to Section 5709.40(B) of the Ohio Revised Code, this Council hereby creates the “Glensprings Fuel Station TIF”, the boundaries of which shall be coextensive with the boundaries of the Property and shall include the parcels constituting the Property as specifically identified and depicted in Attachment A attached hereto, which parcels are located in the incorporated area of the City (each such parcel being hereinafter a “**Parcel**”).

SECTION 2. That this Council hereby finds and declares that certain public infrastructure improvements in the City, including certain roadway, sewer, water, utility, streetscape, traffic studies and other related and appurtenant public infrastructure improvements, all as further described in Exhibit B attached hereto and made a part hereof (the “**Public Improvements**”), are necessary for the further development of the Parcels of land described in Exhibit A attached to this Ordinance and for the creation of jobs, increasing property values, and the provision of adequate traffic control in the City of Springdale. The further development of the Parcels in the Glensprings Fuel Station TIF will place direct additional demand on the Public Improvements.

SECTION 3. That, pursuant to Section 5709.40(B) of the Ohio Revised Code, Improvements to the Parcels in the Glensprings Fuel Station TIF occurring after the date of this Ordinance are hereby declared to be a public purpose and are exempt from real property taxation commencing, for each parcel, with the first tax year that begins after the effective date of this Ordinance and in which an improvement resulting from the construction of a structure on that parcel first appears on the tax duplicate of real and public utility property and ends on the earlier of (i) 10 years after such date or (ii) the date on which the City can no longer require service payments to be paid on the Improvements, all in accordance with the requirement of the TIF Statutes, or (iii) the date on which the Public Improvements are paid in full from the Tax Increment Equivalent Fund, as defined in Section 5 hereof, but in no case shall the Improvements be exempted from taxation for more than ten (10) years. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be seventy-five percent (75%) of the Improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Glensprings Fuel Station TIF.

SECTION 4. That pursuant to Section 5709.42 of the Ohio Revised Code, the owner or the owners of the Parcels shall be required to make semi-annual service payments in lieu of taxes (the “Service Payments”) to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. This Council hereby expresses its intention and authorizes the Mayor and/or City Administrator to sign such documents as may be necessary and appropriate to assure the payment of such Service Payments.

SECTION 5. That pursuant to Section 5709.43 of the Ohio Revised Code, there is hereby established the Glensprings Development Public Improvement Tax Increment Equivalent Fund (the “Tax Increment Equivalent Fund”), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvements (including, but not limited to, in the manner described in the Development Agreement) and may be used to make payments to the Princeton City School District and/or the Great Oaks Institute of Technology and Career Development at the discretion of the Council.

SECTION 6. That the proper City officials are hereby authorized to do all things necessary and proper to carry out Sections 1 through 5 above, including but not limited to filing any required applications for tax exemption with the Hamilton County Auditor and/or State Tax Commissioner.

SECTION 7. That the City Administrator is hereby directed to forward a copy’ of this Ordinance to the County Auditor of Hamilton County.

SECTION 8. Pursuant to Section 5709.40 of the Ohio Revised Code, the City Administrator is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth herein remains in effect, the City Administrator, Economic Development Director, or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

SECTION 9. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in ail open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 10. 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 to allow the exemption to be approved and effective expeditiously to allow for the construction of Public Improvements in a timely fashion, as contemplated in the Development Agreement.

[Remainder of page left intentionally blank.]

Passed this _____ day of March, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

CERTIFICATE

The undersigned, Clerk of Council, City of Springdale, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 16-2024, adopted March 20, 2024.

Clerk of Council

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Springdale, County of Hamilton, Ohio, met in regular session, at ____ .m., on the ____ day of _____, 2024, at _____, with the following members present:

There was presented and read to Council Ordinance No. 16-2024, entitled:

DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN SPRINGDALE, OHIO TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(B) OF THE OHIO REVISED CODE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, DECLARING CERTAIN PUBLIC IMPROVEMENTS TO BE NECESSARY FOR THE FURTHER DEVELOPMENT OF THOSE PARCELS, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND, AND DECLARING AN EMERGENCY

M____ then moved that Ordinance No. 16-2024 be adopted. M____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted March 20, 2024.

CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the 20th day of March, 2024, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

EXHIBIT A

PROPERTY TO BE EXEMPTED

HAMILTON COUNTY PARCEL ID NUMBERS

599-0050-0368
599-0050-0367
599-0050-0629-00

EXHIBIT B
PUBLIC IMPROVEMENTS

For purposes of this Ordinance, "Public Improvements" includes, but is not limited to, public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; the enhancement of public waterways through improvements that allow for greater public access; and off-street parking facilities, including those in which all or a portion of the parking spaces are reserved for specific uses when determined to be necessary for economic development purposes, in each case made, or to be made, or in the process of being made, that directly benefit, or that once made will directly benefit, the Parcels.

Specifically, but not by way of limiting the foregoing, the Public Improvements include turn lane, signalization, and related roadway improvements to Glensprings Drive required as part of the development of the Parcels, as contemplated in the Development Agreement; together with other roadway and public utility improvements along Glensprings Drive and Springfield Pike and in accordance with the City of Springdale Thoroughfare Plan.

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. 16-2024.

Clerk of Council, City of Springdale

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing Ordinance was certified this day to the county auditor.

Clerk of Council, City of Springdale

Dated: _____, 2024

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Ordinance.

Hamilton County Auditor

Dated: _____, 2024