
Agenda

1. **Open Meeting**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Minutes**

[March 6, 2024](#)

[March 20, 2024](#)

5. **Proclamation - National Health Week (Mayor Hawkins)**

6. **Communications**

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

8. **Public Hearing - Community Development Block Grant Projects**

9. **Ordinances and Resolutions**

[Ordinance No. 13-2024 \(Second Reading\)](#)

[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 \(Second Reading\)](#)

[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 \(Second Reading\)](#)

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

[Ordinance No. 17-2024 \(Emergency\)](#)

[AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY ASSOCIATED WITH THE NORTHLAND BOULEVARD RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY](#)

10. **Executive Session**

11. **Old Business**

Litter Discussion

12. **New Business**

Summer Meeting Schedule

13. **Meetings and Announcements**

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

15. **Recap of Legislative Items**

16. **Legislation in Development**

17. **Adjournment**

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President of Council Anderson called Council to order on March 6, 2024.

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

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

President Anderson: Council, the minutes for February 21, 2024 are still in progress. We should see that at our next meeting.

Communications - None

Communications from the Audience

Ms. Matheny: I'm Julie Matheny. I'm here representing Springdale Offering Support. Just a reminder that we are awarding two, \$1,500 scholarships this year once again, and, the deadline for the applications is March 31st. They can be emailed to me directly, julie@kemperpondofficepark.com, or if you have any questions, you can call me at (513) 505-5707. 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

Mr. Vanover made a motion to adopt Ordinance No. 08-2024; Mrs. Webster seconded.

Mayor Hawkins: Just wanted to, I know Council has had the opportunity to go through and see this document; primarily the same information that had been verbally provided, but, with Schedule C, it outlines, it enumerates some of the things that people had questions on, but, it's still the same information that had been orally provided by myself and Administration going forward. I do want to note that the day after the meeting, I was supposed to have a luncheon with our State Representative and a group of other elected officials, which got cancelled at the last minute. It was going to be over in Evendale, and I found myself at the Evendale Recreation Center, and, I went and talked to their Parks and Recreation Director, and, Mr. Adam Knight was kind enough to have a conversation with me about their pool and their services there, and that they've been with Swimsafe for a very long time. I believe over a decade at this point, and, they had nothing but complementary things to say. It's helped save them money in terms of maintenance, and expedite things in terms of getting things fixed. They said they didn't see any situations where they were getting "nickel and dimed" if a swim meet ran late or anything like that. And, after I spoke with him, I figured I'm in the area, I'll just stop by Sharonville. Stopped by Sharonville, and Michael Blomer, their Parks and Recreation Director was willing to speak with me. Again, no appointment, just happened to be there. Very, very kind to speak with me. And, similarly, sang their (Swimsafe's) praises. I think he does some testimonials on some of their advertisements is what Mr. Blomer told me. He's an individual that grew up in Sharonville, knows the community well, loves the community. Said there's been no change since they have gone to Swimsafe. Said that's it's the same kids, generationally, that are sitting in the lifeguard chairs, they're doing those things. And, so, he as well was very happy with the service. I say that just for Council's benefit, residents' benefit. I personally didn't need to have those conversations with them because I've got close friends and elected officials in Sharonville. I know that pool in terms of how it runs. I've got family in Evendale. I know that pool in terms of how it runs. So, when you're looking at a resume for me, when I see certain communities listed on there, I know that those things have operated well. There's some other communities, if you put them on there, it may not be as impressive for me. I may not have a personal knowledge with regard to them. I just wanted to share that with everybody going forward. Thank you.

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Mr. Braun: I also want to thank the Mayor for his input. He provided his comments to me from the things that he learned from speaking at those other communities. And, I will tell you that some of the things that were in their agreements, now appear in this agreement as a result of the Mayor going, that due diligence, and I appreciate that. I also wanted Council to know that I worked very hard with Administration since the last meeting to address each and every one of the concerns that each member of Council raised. And, if you've had an opportunity to look through the contract, you should see that those are now addressed in there, not only in the Exhibit C, but we also added some other safety provisions. As usual when these things come out before Council, you guys generate ideas. We listened, and I want you to know we incorporated those into this. If you feel the need, I can go through those one by one, but, I think if you've had an opportunity to see it, it's pretty obvious there's some nice protections for the City in the agreement, and Swimsafe agreed to those. I know they're here tonight, along with Charlie (Wilson). I also worked very closely with Charlie on this to make sure that the things that we were putting in were practical to Springdale. So, I hope that as a result of the things you raised at the last meeting you'll find this to be a much more appealing agreement, and, if you do have any questions, we're all here to answer your questions. So, thank you.

President Anderson: Thank you for those comments Mr. Braun. I will say for myself I did notice some substantial improvements based on the feedback. It seemed very responsive, especially around the areas of the swim meets and swim lessons. I know I appreciate the language and update there. I'm sure it was well intentioned before, and would have been fine based on experiences that we've had with other communities, but, I always feel better if it's written down like you had made those changes.

Mr. Gleaves: Do we know where we're at right now with the hiring? How many more people that need to be hired?

Mayor Hawkins: Mr. (Charlie) Wilson, correct me if I'm wrong. We had this conversation and we had a Rec Commission meeting last night. I believe we're at seven?

Mr. Wilson: You're speaking lifeguards?

Mayor Hawkins: Lifeguards.

Mr. Wilson: We have eight applications.

Mayor Hawkins: Eight applications, and looking for 24?

Mr. Wilson: Correct.

Mayor Hawkins: And, we've had one application with regard to Assistant Aquatics Director or Aquatics Director?

President Anderson: Mr. Wilson could you come up to the podium so we make sure we get it on the recording.

Mr. Wilson: Yes. The question was for lifeguards. Yes, we've had so far eight applications. Looking to fill 24. We've had one application for Assistant Aquatics Director. That person was also interested in the Aquatics Director's position. Previously to that, we've had two Aquatics Directors applications that didn't quite meet our credentials.

President Anderson: Mr. Gleaves did you have follow up, or are you good?

Mrs. Sullivan-Wisecup: While I have Mr. Wilson here, I'll ask a City question. There was some questions about the training for Swimsafe. So, I know that Swimsafe said they provided training, but, then I read some stuff online that says that they have to pay for their own training. And, I didn't know if the City was still going to reimburse if the kids had to pay. I just wanted clarification on that part as far as from the City stuff. I have more questions for Swimsafe, but I specifically wanted to know how that was going to work if they had to pay for

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Mrs. Sullivan-Wisecup (continued): training. Would that be something that is still reimbursed from the City even though they are not technically our employees anymore.

Mr. Wilson: So, I'll answer for Swimsafe. It's an easy question. They do not have to pay for training. So, they take care of all of that. Nobody is reimbursed, nobody is "front-loaded" on that.

Mrs. Sullivan-Wisecup: Perfect. I do have other questions. I know that they were sent earlier because I wanted everybody to have time to look these things up of how many times did any part of a pool close for any of the pools for Swimsafe in the last year? And, say there's two different cities and they're both low of lifeguards, and, basically, neither one of them are going to be able to run without some help. How do you decide which one gets the lifeguards, and which one doesn't?

Mr. Wilson: I'm going to have these gentlemen introduce themselves before they start answering questions. We're very fortunate to have them here with us this evening.

President Anderson: So, what I was going to say is I believe we do have our representatives from Swimsafe here. If you could give your name, and obviously you're with Swimsafe, and then we can answer the questions, that would be great. We appreciate you being here tonight to answer them.

Mr. Weidner: Thank you for the opportunity. We always like speaking to Council and make sure we all have a good understanding of how we can best work together. My name is Karl Weidner, I'm responsible for Business Development and Client Liaison, and this is J.P. Hader, he's a Vice-President of Swimsafe Pool Management. So, to your question, our municipal staffs are large enough, we have no history of having to choose between pools and staffing. We operate 14 municipalities between Florence (Kentucky), and the top part of Columbus, Ohio. So, we have 19 years in business. Evendale has been with us since day one, and, we've steadily picked up business. As Councils and pool and recreation people struggle to staff them, that's our specialty, second to our safety record. And, our focus on safety; we have a recruiting operation that is a year-round, in-house department. And, then, in the first and second quarter swells to between six and seven individuals. We do a lot of recruiting, we do a lot of retention and return of previous employees, and we incent them, and give them growth opportunities to move up from lifeguard to assistant manager, to manager. So, we've worked on that. It's our only business. It's what we do day and night year round.

Mrs. Sullivan-Wisecup: My question was how many of your pools have you had to close down, even parts of your pool? Because I know that several of the pools have had part-time close downs, so, I just wanted to know how often does that happen, like, say, like, at our pool, how we would have to close down say a slide, that has happened at other pools that I am aware of. I just didn't know how often that happens. I'm trying to see if it's about the same as what we currently have, because then it would really be no change.

Mr. Hader: I would say that is not a frequent occurrence at all, even if we are somewhat short. Like Karl mentioned, we have very large municipality staffs. We'd expect that staff, if we called them, to bring in extra help. Because of the surrounding pools that we also operate, we're able to pull kids from other pools and also help facilitate that. So, even if we were short a day, if there would be some sort of closure because of an emergency, it would not last long I wouldn't imagine, so, it is not a frequent occurrence.

Mrs. Sullivan-Wisecup: Perfect, thank you. And, then, because you mentioned safety, how many times have you been reported for neglecting safety issues, if at all?

Mr. Weidner: None, and, what we do is we work closely with all local health departments, and municipalities to make sure. We do a lot of training of Health Department individuals, again, it's all we do, all year long, so we have a very consultative, and collaborative relationship with all health departments and all of our clients. All of our clients, and we have a lot of pools, we have different divisions that handle country club pools, municipal pools, swim and tennis and fitness type pools, and, so, we form unique and collaborative relationships that are customized to your needs, requirements, and wants. And,

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Mr. Weidner (continued): so, we fashion our operation to meet those needs, and make sure you're a satisfied client. As the Mayor pointed out, our clients are our best salespeople because they're happy, and, we work hard to make them happy.

Mrs. Sullivan-Wisecup: And, my final question is how would families that use Swimsafe for their swim lessons know what level to sign them up for after they've been in our Red Cross-style of swim lessons?

Mr. Weidner: That's a great question, and thanks. So, we have a fully staffed in-house safety department that does swim lessons as well. So, we develop a website for each one of our pools, and on that website, it gives information of the different levels. They're very similar to Red Cross. We're a Star Guard-focused company, but, it's kind of very similar. It's different classes. There's also contact information for these individuals. It's not unusual for parents to call and have a question about this, can't do that, can we do this. Again, it's a collaborative kind of thing.

Mrs. Sullivan-Wisecup: Thank you so much.

Mr. Weidner: Thank you.

Mr. Jacobs: If I could ask Charlie (Wilson) a question first, then I do have some for you, if you don't mind staying up there. It'll be rather quick, the question for Charlie (Wilson). How many lifeguards did we have to operate last year?

Mr. Wilson: At this time?

Mr. Jacobs: No. During the summer, how many made it work.

Mr. Wilson: I want to say we had close to 20 to 22, I'd say? No?

Ms. Brooks (in the audience) It was lower than that.

Mr. Wilson: It was lower than that?

Ms. Brooks: By the end of the season, we were down to 18.

Mr. Wilson: By the end of the season we did have fewer folks.

Mr. Jacobs: Optimal.

Mr. Wilson: Absolutely, and, we did have to shut down parts of the facility. I mean, it was that different parts had to get shut down because of low staffing.

Mr. Jacobs: And, I have one more for Charlie (Wilson), and I do apologize before I ask some questions for Swimsafe. We got an email answering various questions from members of Council. And, one of the questions was "Would we be charged if there's a closure under this contract?" And, the answer for Council was "In general, Swimsafe will not charge us for what they don't do" was the answer. But, if you look at page six, "In the event of a pool closing, the parties agree that there shall not be any cause for the amendment or modification of this Agreement and SSPM will not refund any amounts of compensation paid by Client because of a Pool closing, except as allowed in Section C...." Section C allows a closure for 14 days before there's any change in what we're paying the contractor. So, to me, that's kind of a big inconsistency, and I wondered if anybody could explain that for me. We are on Page Six, Section B and C.

Mr. Weidner: So, a couple of things to consider. We have a fully staffed in-house construction repair operation. Our worst day is when a pool is not working for hours, not days. We don't have a history of pools closing. We don't have a history of charging people for work that we don't do. We expect to be made whole if, you know, up and to the time the pool closes. That being said, you know, during the pandemic, probably 40% to 50% of our municipal pools

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Mr. Weidner (continued): chose not to open for that year, and then Florence chose not to open the second year, and, so, we did not charge them for that obviously.

Mr. Jacobs: But, under this agreement, you can. And, that's my confusion.

Mr. Weidner: Under this agreement, I'm sorry, I...

President Anderson: Mr. Braun, did you have an answer for that?

Mr. Weidner: I believe you inserted language that it is closed for a partial or full day, there is a credit of \$400 given, if I remember correctly your language that I saw in there.

Mr. Braun: Yes. We did insert language as you may see in Section 1(B) that provides that we will be reimbursed for times that which the pool is closed. Section C does not concern me because it specifically relates to repairs. Meaning, if there is repairs, like there's a problem with the pool itself, they have 14 days to get the repair fixed. As to clause "B" above, I do think when we go to move to amend this, that it would be nice if the last two words were simply changed to say "except as allowed in this agreement." Instead of specifically referencing Section C, and I think that's consistent with the change you already agreed to.

Mr. Weidner: It's not an issue for us.

Mr. Braun: So, when we make the motion to amend the agreement, I would simply ask that as part of that we include those two words. That would now make it crystal clear just as we changed some of the other language that it's consistent with the provision we provided on page two that has the \$400 a day, or portion of a day refund.

President Anderson: Mr. Jacobs did you have other questions?

Mr. Jacobs: Yes. Thank you. So, my next one is for Swimsafe and I'm going to get very technical. I apologize to everybody in the room. One of my summer jobs is to be a pool technician. And, so, slinging chemicals has been my summer job for the last 15 years. So, as I'm looking at some of your parameters, and I'm on page three of the agreement. When it talks about what you agree to keep the chemical levels at, one of the things that jumped out to me "cyanuric acid", it's called stabilizer, and, again, I don't want to bore people with details, but, for chlorine to stay active in a pool, and for the bond to stay active, it has to battle constant sunlight, and stabilizer helps keep that bond going. But, if stabilizer goes above a certain level, then you don't have the bond, and you're just pouring chlorine into your pool, and you're wasting money. And, the parameter you have is less than 100 ppm (Parts Per Million). Under the Ohio Administrative Code, a pool that is more than 70 ppm is in violation, and it has to close. And, so, I'm not sure; I don't know if it's a typo, but cyanuric acid at 100 ppm is not acceptable under the Ohio Administrative Code. I can cite you the number. It's 3701-31-04. Now, if there's something I'm missing, I'd be happy to hear an explanation as to why we would be okay with 100 ppm for that. For the public, and I'm sorry, it's not that the acid is bad for anybody's skin, it's that you're just wasting chlorine when the numbers get that high. In my experience, you want it between 30 and 50; not 100. Not above 70, but, again, I may be missing something.

Mr. Weidner: So, I'll preface comments that I'd like JP to make, but, I'd like to point out you're probably familiar with this. Certified pool operators, which a lot of our managers are, are regional managers are all CPO's, and JP Hader is certified to teach CPO and certify CPO operators. So, he's definitely familiar with that and can address it.

Mr. Hader: You're reading correctly from the Code. That is something that we can adjust, I think, going forward. We typically don't keep our pools anywhere above 50 ppm because we feel like that's a safe zone. Once you start to get above 50 ppm, the only way to get cyanuric acid out of the water, as you know, is dilution. We're not trying to close the pool. We don't want to drain water out of the pool, so, we can adjust that 100(ppm). I'm not sure why that is what it is. Because, to your point, that is not correct, and, if we keep ppm (parts per million) at around 100, it would not be within code.

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President Anderson: So, to Mr. Braun's point earlier, there's a couple of amendments we've talked about that we could do in a moment. Is that something that you're comfortable with us, if we make that change tonight to get to that number.

Mr. Hader: Yes sir.

President Anderson: Because I want to make sure we get closure on this.

Mr. Hader: Absolutely. Yes sir.

President Anderson: Is the number we should offer to amend the contract to here, we're doing live edits, to 70 (ppm) or 50 (ppm). What would be more appropriate based on your experience in the code? If we're changing the contract.

Mr. Hader: I would say 70.

President Anderson: Seventy? And, that stays in line with, obviously I understand they're saying that they would keep it 50 (ppm) as their target. The contract is the upper bound, so, and, that's when they'd be held in breach, and there's a whole lot of things with that, so, 70 (ppm) is something that makes sense, when we get to that.

Mr. Jacobs: In my experience, if I'm at 70 (ppm), that's a problem and I need to close the pool. That's from Hamilton County Board of Health Regulations. Now to be fair, 71 (ppm), in a sense. You've done the test, and it's a very gray area. But 70 (ppm) still seems risky, but that's just me.

Mr. Hader: We also have no problem putting in 60 (ppm).

President Anderson: So, if we amended a moment when we do our changes to 60 (ppm) does that make more sense from your experience?

Mr. Weidner: Yes, we're fine with 60 (ppm).

President Anderson: Does that make sense to you Mr. Jacobs?

Mr. Jacobs: I understand.

President Anderson: Sixty (ppm) is a better number? I'm just keeping a note of the things that we have to address. So, we've got 60 (ppm) there. Did you have another question?

Mr. Jacobs: My last question is for Charlie (Wilson), and thank you so much. I know these are very technical questions. Do we know what Swimsafe would pay a Director?

Mr. Wilson: So, a Director, no, I cannot answer that question. That would be a Swimsafe question.

Mr. Jacobs: Thank you.

Mrs. Webster: Charlie, well, I need to have this verified in my own mind. Will the people that have already applied for the lifeguards that have been here before, will they be guaranteed to have a job?

Mr. Wilson: So, that's something that we would recommend to Swimsafe, and they're usually very agreeable in working with us to make sure that we retain that connection to the Community. That's something that we want.

Mrs. Webster: And, also, the concession people, they'll have a job too like they did before?

Mr. Wilson: That is the full intention. Correct.

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Mrs. Webster: That's fine. Thank you very much.

Mr. Wilson: Absolutely.

Ms. McFarland: My first question is what type of staffing will be on duty at any given time, and I'm not sure if that's a Swimsafe question, or if that's a Charlie question of what we require. We've always had either the Manager, or Aquatics Director, or Assistant Director, one of the two of them were always on duty. Is somebody in a management or supervisory position going to always be available? Or, is that an on call?

Mr. Wilson: So, a manager should always be there, correct?

Mr. Weidner: The contract specifies in Exhibit B what the personnel is that we're providing during pool hours on site. There is always a Manager or an Assistant Manager on site during pool hours. On the concession, it calls for two people to be in the concession operation, and one of them would be a concession manager. We have a Director that oversees all of our concession operations because we have several of them and, so, she keeps an eye on that, but, it's all part of the Pool Manager's responsibility. I should also comment that on top of the Pool Manager, we have a Regional Manager who oversees a series of pools that are in close proximity, and they're constantly moving around. They do spot checks, they make sure everything is running, they have more technical skill, they are CPO Certified, and then, on that, we have an Operations Manager, and then JP (Hader) and the President of the company, so, there's several layers. If there's ever any issue, we all carry cell phones on us seven days a week, 24 hours a day. We will answer it. We have people in the vicinity. We're based right over in Loveland, so, we're 11 minutes away. It's not an issue for us.

Ms. McFarland: So, just to clarify, it says, "Will be on duty during all hours of operation specified above". So, that specifies twelve to eight; twelve to six on Sundays. Will there be someone available before that during swim lesson time, during swim team time, on swim meet nights, so, outside of those normal hours of operation, will there be a Manager available?

Mr. Weidner: There's typically a Manager there, now, if there's, you know, one or two guards called for swim lessons, I'm not always certain that that's a Manager, but, it's usually an elevated person, so we have a structure in there, but we always make sure that we have a Pool Manager there while the majority of our staff is there, and, always during pool open hours.

Ms. McFarland: I'm sorry, I missed that in the two lines down.

President Anderson: I think that's also an older version.

Mr. Gleaves: A child that has worked at the pool, that have seen his brother or sister work at the pool for years, they've only worked at Springdale pool. So, if someone signs an application under this contract, you fill voids, you assigned people where needed. It's what it seems like to me. Under the structure here for years, you only work at this pool. How could you guarantee, or how could you stop a child that lives here in Springdale, that wants to work at this pool, but his Manager tells him or her that, "No, you have to go to another pool and fill in over there." And, historically, these children have seen their older siblings work only here, and that's what I would that that's what they would want to do also.

Mr. Hader: We would like every Springdale kid to work solely at this location. When they apply online, they specify Springdale as their pool. Once the staff is completely full, then, and only then would we offer them a position at different facility. Their Manager would never come and say, "Hey, you're going to Evendale today." Or, "You're going to Sharonville today." That's not how that works. Towards the end of the season, we give kids the opportunity to go to other pools. That is their choice. We would never force, ask, make a child work at any other pool besides what they signed up for.

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Mr. Vanover: Kind of to piggyback, I, well, yes, I've become a pool boy here in the last couple of years, I have a hot tub, and the numbers are when the facility is empty, usually, early in the morning, and once a human body hits the water, sunscreen, tanning stuff, and biological materials, those numbers are going to change. It's not a static situation. My aquarium, I've got a 125 gallon aquarium, and I take a reading, well, I've got a PH meter up there, and, at one point of the day, it will be 6.4, it may jump to 6.6, and at night, it comes back down, so, those numbers are not a continuum, they float, there's a range, and that's what they've given is a range, so, just understand that if it's 70 (ppm), then there's a point in time it very well could be there.

Mr. Hader: Just to respond to that, we have a log book that categorizes all that. We check the chemicals every two hours. If there's an adjustment that needs made, we have chemical controllers, I believe, on site. So, the controllers at the pool help you regulate that to adjust for that change. Those don't always work perfect; they're machines. So, to that point, we still check the controllers, and the water every two hours, make sure they're calibrated properly. If they're not, the adjustments are made, and then we don't wait another two hours to check, we usually give it about 30 minutes to make sure that change has been made, and then from there, we progress. If the Manager can't handle that on duty, we call the On-Call Supervisor, they come in if it's a bigger issue. But, to your point, all the chemicals fluctuate, and we do weekly checks on alkalinity, daily checks on alkalinity, to be quite honest depending on the pool water. We check calcium, ph, chlorine. All that's accounted for, cyanuric acid. So, and we log that in a data book that's available at any time.

Mr. Vanover: I just wanted that to be understood that, you know, you pick a number, well, at noon it may be, at 12:30, exactly. And, my other comment would be, as Mayor (Hawkins) so mentioned, there are increasing numbers of municipalities going in this direction, and, I've never been one to follow the parade, but, that does tell me something that this is where we've headed. I mean, our numbers are saying that now. Quite honestly, let's be real. We don't have the numbers right now to open the pool. And, if we don't go this direction, I can't tell you what's going to happen. Thank you.

Mr. Jacobs: In the agreement, it says, "Testing every hour". You just said, "Two". I will say this, as a tech, every 12 hours is the minimum, so, every hour could be seen as excessive. And, some of them as you have mentioned you tested weekly, so, I just didn't know if it was "two" or "one" because the agreement says, "one".

Mr. Hader: I believe in our logbook it's every two (hours).

Mr. Jacobs: Thank you.

President Anderson: So, again, that's a point that, if we want to correct, this is our chance to fix it in the contract. Obviously, there's always good faith that we're operating in good faith with the contracts to make sure that if things don't go well, we know what to expect. So, is this another thing that I should tag that we want to make an adjustment, or are we comfortable as it is?

Mr. Weidner: I mean, it's all within health code compliance.

Mr. Wilson: It is well within health code compliance.

President Anderson: I just didn't want to set unreasonable expectations in the contract either on your side.

Mr. Weidner: Sure. Understand that. Thanks.

Mr. Gleaves: This might be a question for Mr. Wilson. What is the actual hiring process. When do you start, and at what magnitude do you reach out to Princeton Schools? I just, you know, I'm new to this. I'm trying to figure out how. Is it the fact that we're not trying to reach out or, is it just not the applicants signing up?

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Mr. Wilson: I would say it's a loaded question, but, I'd say we start in December, we reach out to the previous applicants, see what we get back by the beginning of January to really give those folks who we hired in the past the opportunity to apply, and take those positions, and then start marketing to the masses; Indeed, Facebook, reaching out to Princeton. In fact, this year we reached out to even the middle school to try to get teachers to be the Aquatics Director or Assistant Director. So, we try all avenues that we can. We can't force people in the door, but we try anything that we can to try to get people on board. It definitely came to a head as we got into it, we found out the amount of returning, and, after we posted the position, usually we get a big pop in the beginning of applicants that flurry in. Anytime we market for a position within the City, we usually get a big pop in the beginning, and then kind of filter in. We didn't really get in any of that, which is very concerning, especially to where the numbers were last year. So, other avenues have to be examined if the City wants to continue its pool operations.

Mayor Hawkins: This is a universal issue. It's not unique to just Springdale, and, as we talked about in the last meeting, ourselves and Blue Ash are two of the last ones standing that have been self-managed, and they were going through some issues with regard to staffing as well, and you had heard previously with regard to Ms. Brooks. It has been a challenge over the years, so, it's not unique for us this year, it's not unique for us. It's a universal thing. And, the two directors that I spoke with spoke to this is a big reason why they're using a pool management company is because it makes it so much easier staffing wise. You run into the other issues of, and we talked about this as we're getting ready for budgets before there was any issue with regard to us managing our own pool that I indicated that I got approached in October by a young lady who is one of our residents, a senior at Princeton who is like, "Hey, I know you're not Mayor yet, but you're going to be. I'd like to work here, but, we're getting paid less than at Evendale." And I said, "Well, we'll look at that." And, so, we had some conversations at budget time, and we raised the rates up a little bit then, so we're in a competitive place with where they were at \$14 and some cents. Most of the Swimsafe's are \$15, so, we're right there with it, but, the other thing you get in competition is you can go work at a fast food place and make \$18 an hour, and, so, it's a competitive thing just in general with kids at 16, "I want to go make some money. Where can I go make the money?" The allure of being David Hasselhoff when Mr. Uhl was a lifeguard has lost its luster from back then. So, some of it literally comes down to the dollars and the cents, and I think that's probably, and, again, this is not something that I've studied, but, I think that's probably part of the issue in terms of not getting applicants. But, it's not unique to us; it's everywhere.

Mrs. McFarland: My question is more for the Administration. How can we, as a City, evaluate how this goes? I mean from all aspects. Do our residents see a change? Is this different than what we've experienced in the past, and, is this something that our residents want to continue to see? We keep hearing everything is going to be fine, it's all going to work out, and, I keep my fingers crossed that it does, but, if it doesn't, how can we meet at some point? And, I don't mean just, you know, Charlie (Wilson) and John (Jones). I mean, bring in some people that can provide some feedback as City residents and people that are using the pool to provide that information to say, "Yes, this worked out great." or, "No, this didn't work out well at all, and here's why."

Mayor Hawkins: I think that's an excellent thing for us to keep our finger on the pulse of. In 14 years serving on Council, I've seen this chamber filled for two things as it was in the last meeting, and that was for a sidewalk on Kemper Road, and for needle exchange. And, so, you know, our residents are going to let us know. I have no question or doubt with regard to how it's going. The way this process goes and Mr. Wilson can talk about this, there's going to be ongoing regular communication with regard to how things are going, if things need to be tweaked within this agreement indicates things can be tweaked, but, our Recreation staff was going to be, on a regular basis, going through and having those conversations, and then, I encourage, as I have for anything, whether feedback is good, positive, or indifferent, I encourage residents to talk to your elected officials, call me, you can call our Administrative staff, you can call our staff at the Parks and Recreation. There are issues, let us know, and, we're going to go through and address those things. But, we've got to know about it. Also, along those lines, Mr. Anderson spoke about this a little bit. At the last meeting, he and I talked about, in the area of September, to have an opportunity for residents to come in and speak with, didn't want to commit anybody else, but, Mr. Anderson is committed to doing it, I'm committed to doing it. If anybody else wants to do it, but, an open opportunity for them to come in. We're looking at

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September because it's six months from an event that we're going to have here next week in March, and it's right before we get into the budget time, it will be at the close of pool season, and we can hear feedback with regard to what's going on. And then, the ultimate part of it, and Mr. Vanover touched on this, in terms of this is going to be okay, and we can go down this path. I'll be very clear. We've had this conversation with Administration. This is a situation that as it came up, and Mr. Wilson was diligent with regard to letting Mr. Jones and Mr. Uhl know, "Hey, we're not where I'd like to be at this point in time in terms of staff", and they went through and problem-solved. This is the problem-solving that we've come to, and, the reality is, there's been lots of feedback and lots of things have been discussed. There's been no other alternative or option that's come up, and, so, this is the alternative option. Council has this legislation before them, and Council can do whatever Council feels it should do. You are seven individuals, you vote whatever you think is appropriate. You've heard the recommendation from Administration and myself. This is a matter of solving the problem. If Council chooses not to do that, that's Council's prerogative. We would have to stay the course of trying to wait and see if we have enough applicants, and, at the point that we do, then we would open the pool. Until then, we wouldn't. I don't know that there's a big choice if there's some other option that we're looking at, but, it's Council's prerogative in terms of how we move forward. I think, I know Mr. Wilson, Mr. Jones, Mr. Uhl, the help of Mr. Braun have done an excellent job of trying to solve this problem that has come up and they've done it in a very quick, rapid process to try to address it because it's very time sensitive. These gentlemen will tell you, and you see in the contract, and I can tell you from talking with the Director of Evendale and Sharonville, these contracts get signed in the fall, so, we're way behind where things are, and, at the same time, Mr. Wilson and his staff tried to do everything in terms of hiring folks on, and waiting, if you sat here and you did it in December 15th, then people would say, "Well, you guys didn't even try to hire people." Right? So they waited until it got to a point where Charlie (Wilson) goes, "This is a problem." And, so, it's, "Okay, what can we do in terms of problem-solving?" And this is the solution we've come up with. It's Council's prerogative and what folks want to do, but, I think the problem-solving that Administrative staff has done has been more than reasonable and rational, and, it seems like a way to go forward.

Mr. Wilson: Mayor (Hawkins), if I may piggyback on your original question. So, we're going to meet with them weekly. They're going to be stopping by at least, what, how many times a week.

Mr. Weidner: Our regional person, that has the pools in the region will be by at least four times a week. On newer pools, it can be five to six times. As I said, they're rotating all the time. They want to make sure that they're on top of the staff and that your needs and wants are being met, so, that's not an issue for us.

Mr. Wilson: And, so, what I wanted to elaborate more on that is if there's somebody that has a concern in the Community, they need to come tell one of our Parks and Rec Department staff members so then we can address it, or, pat them on the back for a good job, or things that we need to improve on, so, we need to make sure that it's an open communication between the Community and management here at the Community Center so they need to come and tell us so that we can address these issues.

Mr. Jacobs: A question for the Mayor, or Charlie. I saw in one of the email answers how we reached out to find new applicants. I didn't see "LinkedIn" on that list. Do we use "LinkedIn"? Do we use "LinkedIn" or "Indeed" perhaps?

Mr. Wilson: It's "Indeed".

Mr. Jacobs: You did "Indeed", but we don't use "LinkedIn"?

Mr. Wilson: I don't believe we do. I'd have to ask HR (Human Resources), but I don't believe that we do "LinkedIn".

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Mr. Vanover: Well, we all have been around for a while. (Mayor) Lawrence (Hawkins), myself, we cross our fingers every year on Memorial Day that the pool opens. We have a 50+ year old structure over there. Last year, we were losing, what, 6,500 gallons of water a day.

Mr. Wilson: Maybe a little less than that, but, we've had more in the past that Sharon (Brooks) can attest to.

Mr. Vanover: So, staffing, at some point this year, could be moot. And, when that pool goes down, we're looking at a minimum of two years to get the facility back up if the pool comes back. I mean, that's a decision that is going to have to be made in this room at some point with dollars that, right now, we don't have. So, to me, we say our little prayer and hope that the pumps fire up and continue working, and we get the staffing on board, and, get through the summer.

Mrs. McFarland: I think this is my last question. I say that. Is there a pay scale that you guys can attest to right now? You know, we've already heard that we were raising the bar with Springdale because we were having trouble finding people. And, there's been a lot of research done, and, unfortunately, I personally wasn't able to speak with any SwimSafe employees, but I've received feedback that some of the lifeguards are receiving a pay along the line of \$11-\$12 an hour. That is nowhere near the \$15, or \$14, I'm not sure exactly what it was, but is there a pay scale that you guys advertise for this job. You are saying that we offer a position starting at whatever dollar.

Mr. Weidner: So, two things. In our contract, we figure an average wage of \$15 an hour for lifeguards. That being said, a new lifeguard would probably come in at the \$14.50 because each year we give them somewhere, you know, a \$.50 bump until they hit a ceiling. So, our Assistant Managers would be a couple dollars more than that, and the manager would be in the \$20 range. So, this is a wage scale that went up with everything else two or three years ago, and has changed the staffing models. Yes, you can stand next to a french fryer and hope not to get fried up for a few bucks more. The other thing is we work closely with parents, and, for a lot of employees, it's their first job. So, we're not only an employer, we try to be a mentor. We have ways to move up in the organization if they like, but the reality is it's a three to four year cycle, so you don't have ten, twelve year lifeguards that are trying to bush through a ceiling, so, we have found good success with getting that pay scale corrected, and it's a good way for us to attract talented individuals to come on board. Does that answer your question?

Ms. McFarland: Yes. Thank you.

President Anderson: I think it's also worth mentioning for the pay scale, as a private employer, they have more flexibility to make changes on demand. I believe our pay scales require action by City Council to make a change if we were to increase the range beyond its current maximum so that there's a little more flexibility to respond there as well.

Ms. McFarland: I shouldn't have said that was my last question. So, SwimSafe employees will not be City employees, correct?

Mr. Weidner: Correct.

Ms. McFarland: So, this is going to sound funny, my kids can work at the pool if Swimsafe is there? Meghan's (Sullivan-Wisecup) kids, you know, they're not allowed to right now because we are City employees. So, that goes away if Swimsafe takes over?

President Anderson: Mr. Braun, did you have something for that?

Mr. Braun: So, if they're not working for the City, they're working for a third party entity, that would open that possibility.

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Mr. Weidner: They are our employees. We issue the W-2. They're on our payroll. They get paid by us. You as a client, some of our clients, especially country clubs don't allow kids to work there for obvious reasons, but, I don't think any municipalities limit us. They're more concerned that we're hiring local citizens, which is always our focus. So, they have familiarity, they have proximity to the pool in case we need to call them in, and they know half the people coming to the pool. So, it's a big familiarity. We have a customer service component in our training which we've amped up in the last few years where it's, you know, 15 and 16, and 17 year olds are taking on some pretty verbal adults, so, we're training them to ramp it down a little bit, and know how to escalate it, and so forth, so those are all things that we've modified as the world has changed around us to be successful in what we do. I know you raised the question earlier about, "Hey, what if this doesn't work out?" We have never had a municipality, self-managed, come to us, and then go back to self-managing. It has not happened in our company history of 19 years.

Mayor Hawkins: First of all, Ms. McFarland, if you ever decide you want to be an attorney with your "one more question", I think you've got a good future. Along the lines of what you had said, I believe that one of our neighboring mayor's kids have been lifeguards at the pool where they sit, so, there's an opportunity.

President Anderson: I think it's also worth mentioning that not all those restrictions are from the State, some of that was a policy that was implemented with the last Administration, and could be repealed at any point in time.

Mr. Gleaves: What is your incentive to increase the recruitment of Springdale kids for our pool?

Mr. Hader: I would think the key thing for us is we hit the ground running as the Mayor mentioned, we usually start these contracts in the fall with the hiring, so, once we would get the word, we would be out and try to hit the schools again, put out social media posts, work with the Community, just put the word out whether that's flyers, or anything possible. Our HR team will recruit relentlessly. Because we start hiring in the fall, we have a lot of pools that are already fully staffed, so, we can zero in our focus on the pools that are not fully staffed, which would bring Springdale in this situation. So, we have two full-time HR people. We have other people helping out. The goal would be to not only get them hired, but, make sure they're trained. You know, sometimes, you get them interviewed, you get them hired, but try to get them through the training as well. So, it's a process that we'll have to expedite pretty quickly.

Mr. Weidner: And, that's all the secrets he's allowed to give you. (laughter)

Mrs. Sullivan-Wisecup: I did forget one question earlier. If a lifeguard that we currently have is Red Cross certified, do they need to get re-certified with SwimSafe, or, do you accept their lifeguard certification with Red Cross.

Mr. Weidner: We accept, and they can choose to re-certify at Red Cross, or, switch over to StarGuard Elite. But, if they have a two-year certification that they got last year, they do not need to certify until their certification expires.

Mrs. Sullivan-Wisecup: Thank you so much.

President Anderson: I'm not seeing any more questions at this point. Thank you very much for coming in and answering the questions. I hope that wasn't too painful. We do appreciate your willingness to respond and be as open as you have been.

Mr. Hader: We appreciate the opportunity. Thank you all very much.

Mr. Weidner: Thank you.

President Anderson: Council, it's important to note at this point that there were two items in the contract as you were reviewing that we said, "Hey, we might need to come back and do an amendment." As a matter of process, what would need to happen; those two were on page six, Section B there was a recommendation to replace Section C below with the words, "This

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President Anderson (continued): agreement”, and, on Page three, replacing the “100 ppm” with “60 ppm”. In order for that to happen, since we’re inside of it, it would be an amendment, so someone on Council would have to make a motion to amend, and then state those two, and then we would go through that. Mr. Braun, did I have that correct?

Mr. Braun: Thank you. I would also recommend that as part of Section 4(B), where it says, “Pool water will be tested hourly”, that it should read, “Pool water will be tested approximately every two hours.”

President Anderson: So, just so everyone is clear on that, the way that we would work the process is somebody would need to make a motion. It would need to be seconded. We would vote to amend the contract, and then once that’s voted on, we would then come back and have an opportunity to vote on the ordinance with the amended contract attached. Does that make sense? Okay.

Mr. Vanover: I make a motion that we amend Exhibit A as stated, change on Page three from “Less than 100 ppm” to “60 ppm”, on Page six, 7 (B), scratch Section C below, and add this agreement.

President Anderson: Page three, the tested hourly right below the 100 ppm. Is that what you intended?

Mr. Vanover: Yes.

Mr. Braun: And then, the testing approximately every two hours.

President Anderson: We have a motion to amend. Is there a second?

Mrs. Sullivan-Wisecup: Second.

President Anderson: Discussion on the amendment? Is there questions or discussion on the motion to amend?

Motion to amend Ordinance No. 08-2024 passes with seven affirmative votes.

Ordinance No. 08-2024, as amended passes with five affirmative votes and two opposing votes (Gleaves, Jacobs).

President Anderson: That is sufficient to pass with the emergency clause, so, that will take effect on signature. Thank you Council, and everyone for attending, and all feedback that was received on that motion. I will say that as was mentioned earlier, Administration was very responsive in amending the contract, and I think there were a lot of positive changes that came about from that Community engagement. So thank you for that.

Ordinance No. 10-2024

AN ORDINANCE REMOVING SPECIAL ASSESSMENTS PREVIOUSLY LEVIED FOR CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF SPRINGDALE, OHIO IN COOPERATION WITH THE SUBURBAN COMMUNITIES ENERGY SPECIAL IMPROVEMENT DISTRICT (SHEAKLEY PROJECT) AND DECLARING AN EMERGENCY

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 10-2024; Mr. Vanover seconded.

Ordinance No. 10-2024 passes with seven affirmative votes.

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Ordinance No. 11-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT WITH RESPECT TO THE GLENSPRINGS FUEL STATION PROJECT, AND THE EXECUTION OF ANCILLARY DEVELOPMENT RELATED DOCUMENTS, AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 11-2024; Mrs. Sullivan-Wisecup seconded.

Ordinance No. 11-2024 passes with seven affirmative votes.

Ordinance No. 12-2024

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY ASSOCIATED WITH THE NORTHLAND BOULEVARD RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

Mr. Vanover made a motion to adopt Ordinance No. 12-2024; Mrs. Sullivan-Wisecup seconded.

Ordinance No. 12-2024 passes with seven affirmative votes.

Executive Session – Economic Development

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

President Anderson: Is there a second?

Mrs. McFarland: Second.

President Anderson: Are we expecting any action out of this before we vote? (No) Questions or discussion? (None)

President Anderson: As you have heard, we don't expect action out of this. We are in Executive Session. We will be back.

The motion passed with a 7-0 vote to go into Executive Session. Council departed chambers at 8:09 p.m. Council returned at 8:32.

Old Business

Mayor Hawkins: I just wanted to reference, obviously, we still have a nail situation in our Community, and, just indicating Police are still going out and patrolling. There's extra patrols in and around Heritage Hill. Officers are actually getting out while they're on patrol, looking for nails. They've got a magnet collecting nails, but, I really wanted to commend some of our residents who are going out, they're collecting nails, and they're really doing a great job communicating to our Police Department and our staff about where they're finding them, the timeframes, which is helpful in terms of investigation, so, it's a great collaborative effort with our residents trying to go through as we fight that battle, and, I'm constantly in contact with the prosecutor there in West Chester, and the Area Three Court for Butler County as that case is moving along. That one, I believe, right now they're waiting to get a trial date. And, I'll keep folks updated as I hear things there.

President Anderson: And, to be clear, people should continue to call in that. It is helpful, so, as people find these, especially these large groupings, the time and calling that in, it is being listened to, and it is important that we keep getting that information from the Community.

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Mr. Vanover: To piggyback, our street and road gang are out there physically walking the street, and, I've seen them out there at least two times just this past week. I mean they're parking their truck, and they're walking the curb, so, you know, doing what we can. I just hope I can get a front row seat after the court date, because I'm going to get my victim statement in there.

President Anderson: You can count me in on that list as well. I think it will be a long list of people that want to share their experiences with them as they find the people.

Mr. Vanover: When your Tire Discounter bill is more than your car payment...

President Anderson: I feel that.

Mayor Hawkins: I have told the prosecutor not to mess this up. There's a City of 11,000 people that are watching him.

New Business - None

Meetings and Announcements

Mrs. Sullivan-Wisecup: Planning Commission will meet in these chambers on Tuesday, March 12th at 7:00 p.m.

Mr. Uhl: Civil Service will meet tomorrow, Thursday, March 7th at 2:00 p.m. in the Council Conference Room.

Mayor Hawkins: The State of the City address will be next Wednesday, the 13th of March at 7:00 p.m. at the Recreation Center.

Ms. McFarland: The next Board of Health meeting will be March 14th at 6:30 p.m. next to these chambers.

Mr. Gleaves: The BZA meeting that is scheduled for the 26th of this month has been cancelled. There is some training that is supposed to be about an hour or two probably before the next meeting, which is scheduled April 23rd. And, I have a couple of announcements that I want to make. I went ahead and I spent some time with our Fire Department. This was this past Monday. I scheduled time with Chief Stanley from 8:00 a.m. until 12:00 p.m. noon. I just wanted to report how our Fire Department is doing a fantastic job. I think people really need to know this. Again, I arrived at 7:45, and I was paired up with Captain Craig Kuhlmann. He's a Princeton graduate, and he is a Springdale resident. During that time, 8:00 a.m. there is a shift change, and I got to meet some of the people who were leaving, and got some of their thoughts and then, at 8:15 a.m., they had a shift meeting, and all they did was go over information from the night before, the day before, and what they need to get ready to do to prepare for the day. And, at 8:37 a.m., we got a call. There was an elderly person that had become ill on Mangrove. So, I rode with the Fire Captain, and along with the rest of the fire crew, and the fire truck parked, and we parked behind him. And, as they went in and assessed the man, they were getting ready to make a determination if they needed to call the ambulance. So, they called the paramedics, they came. And, what was interesting was, in the interim, a woman was leaving to go to work, and backed right in to the fire truck. And, so, everybody came together at one time. Had to call the Police, the Police came, and had to do the report, and I'm sitting there looking at all of this, and what was the craziest thing was I knew the woman who hit the fire truck, but, anyway, we calmed her down. Everybody was good. They transported the man to the hospital. And, then we go back to the department, and the Captain was making his report. So, back then, I got a chance to talk to a lot of people, get some feel about, you know, how do you feel about the job. The crew was young; they're fully staffed now, and, I have a little bit more about the staffing, but, at 9:41, we got a call at Triangle Park in Sharonville. So, we go to Sharonville, and I got to see the collaboration between two units; Sharonville's unit, and our unit. They worked extremely well together to alleviate the issue that came to fruition at Triangle Park. And, that was taken care of very quickly. And, we go back to the station. At 10:56, we get a call about some wires being down on Diston Lane. The Captain called Spectrum, which is roundabout way of the resident calling. This immediately goes to the people that need to actually come out

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Mr. Gleaves (continued): and take care of this. And, after that, I basically came back, and I talked to a Lieutenant about the staffing and how it helps them out. I just wanted to read what he sent to me. "Councilman Gleaves, first and foremost, I want to thank you for taking the time out of your day to come and spend time with us to see what we do. And I wanted to recap our discussion earlier. You inquired about the effects of better staffing with Firefighters. I explained to you the staffing is more than just more people in the firehouse. It allows us to run with more people on our trucks, which improves our safety, and fire on the ground, and on incidents in general. As they say, safety is in numbers, where in the past, we were forced to make runs with minimum staffing a lot more often, and we can now make faster, more efficient and safety-oriented decisions, and make good decisions on life-threatening situations. It has lowered our overall overtime usage. This has a few different benefits, one, that it's easy to see, and others that are not that visible. The obvious one is that it saves the City money. This could lead to better funding for training which improves a multitude of things. One thing is better performance on incidents, which leads to better outcomes for citizens that we serve. By offering more training opportunities, it will lead to better firefighter retention, which is extremely important, which will also save the City money. Above and beyond that, maybe the most important is the mental health aspect to the firefighters. You may ask yourself how that correlates, but I explain it a little bit better. Our department is pretty young, and it comes where young men and women are starting new families. With the increased staffing, we get the opportunity to go home every shift, and spend time with our families. Being away from our families for 24 hours at a time can definitely take its toll. We miss out on a lot of holidays, birthdays, and family functions. " This was spent to me respectfully from Joshua Cook who is a Fire Lieutenant. And, they run a really good ship over there, and it's a life and death thing, and, it was an honor for me to go find out what they do, how it works, and just get a pulse of what they're going through. So, that's my report there for the Fire Department.

President Anderson: Thank you for sharing your experiences with them. We do have amazing Fire and Police Departments here. Our public safety is top-notch. I think we remain committed to that throughout.

Mr. Jones: A couple of announcements. Primary elections take place, Tuesday, March 19th at our auxiliary gym down at the Community Center. Jaycees Easter Egg Hunt; that will be Saturday, March 30th at 12:00 p.m., Ross Park. Sorry, Council, you have to be under ten years of age. Springdale Community Center will be closed on Sunday, March 31st in observance of Easter, and then I've had a few questions about the Shred Day. The event is April 6th from 9:30 a.m. until 12:30 p.m. down at the Community Center in the parking lot. It is citywide, but City only. You must be a resident, and, you must also provide an I.D. demonstrating your residence, so, it's a benefit for our Community, not outside the Community. Just wanted to share those things. Thank you.

Mr. Vanover: Just to piggyback, the other polling place, or voting place in the City is the Higher Ground Church at the corner of Crescentville, and Chesterdale. So, then the Calvary Church, so, just to get all of them out there.

President Anderson: I did have one question, about the BZA announcement. I know the City recently published an announcement that there was a variance request related to chickens. Is that not for this month's meeting, or is that next month? You had said that the meeting was cancelled for this month.

Mr. Gleaves: The meeting is cancelled, but, I thought that there was a meeting scheduled for us to be on the same page, but I thought that would be scheduled once we definitely have a meeting.

President Anderson: So, we might need to strike that. So, refer to the City website for the Board of Zoning Appeals meeting, because I believe the City sent out an announcement today, so there may be a meeting later this month.

Mr. Gleaves: I'll check into that.

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President Anderson: Yes, let's take a look at that after the meeting. I just don't want anyone who was watching this meeting to be sure that it was cancelled. Because, I believe it is happening.

Mr. Gleaves: Okay.

President Anderson: And, that would be the fourth Tuesday of the month at 7:00 p.m. in these chambers. Look at that, fixed. So, just check the City calendar and we'll see.

Communications from the Audience

President Anderson: This is our second chance for communications from the audience. This is another chance for anyone in the audience who would like to address Council for any reason. You would have five minutes to address us for any comments or concerns that you might have. So, at this point, I'll open the floor for communications from the audience. If you'd like to speak, all you have to do is come up to the podium, sign in, state your name and address, and then, we'll start the timer.

Ms. Richardson: Good evening everyone. My name is Teri Richardson, and I reside at 12194 Springdale Lake Drive. The reason for me coming this evening is to bring to your attention, once again, the pervasive, and ongoing problem with the litter and trash along Ray Norrish Drive, and also, in the parking lot of Hooter's. So, in my opinion, and my estimation, not only is it unseemly, unsightly, but, it also presents some adverse effects to wildlife, and to the environment. So, I'd like to know if there are any provisions, public safety, or Public Works. Does anyone take responsibility for that? I've done that when I go on my walks, I take a trash bag, but, I don't see that as my responsibility. I do it because I love my community. And along the same line, there's a storm drain and that's routinely, regularly clogged with sticks and algae and things like that. And, that's also an environmental concern of mine.

President Anderson: And that's still on Ray Norrish Drive?

Ms. Richardson: That's on Ray Norrish.

President Anderson: Did Administration want to respond to that?

Mayor Hawkins: Thanks for coming out tonight. As any situations that come up, it's good to let us know so between our Building Department in terms of property maintenance, we'll make sure that they're aware of those circumstances, and those entities that have that property specifically, and, then we can make sure that we're monitoring what's going on there in terms of law enforcement if there are folks that are routinely littering. I know that is an issue in a variety of places. I think you see it between Beacon and Oxford Hills, on Kenn Road a lot of times, folks throwing trash out there. I know I see it on Sharon Road by my house, but, thank you for making us aware of it so we can try to address that.

Ms. Richardson: Okay. Alright. Thank you very much.

President Anderson: And you should know too, there is other ordinances aside from the City. The City does have an ordinance related to nuisance properties, so, if it's a property owner that's not maintaining their property like, you mentioned outside of Hooter's, if that's an ongoing problem, the City does have a way to get with the business owners, and make sure they're maintaining their parts of the property as well. So, as Mayor Hawkins said, letting us know is a good first step, but, there is a couple of steps there. I think Mr. Gleaves had a comment too.

Mr. Gleaves: Thank you for coming out, and, I can attest this is my neighbor here. I have seen her physically, ever since I moved up there, she's been on walks, and she would always pick up trash. And we do it as a community anyway, but, she has been paramount on doing that. And, what bothers me about this whole situation is it's that people will come into the neighborhood; there's only one way in, and one way out in our neighborhood. And, no one throws trash when they go up into people's homes. They throw it down on the way into the neighborhood, and, when I was a young man, I remember that there would be signage in

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Mr. Gleaves (continued): certain parts of the country and even Ohio that if you litter, you would be fined a certain amount of money. I have not seen these signs in a long, long time. I don't know if that can even happen anymore because of some..., I don't know. But, there ought to be some type of deterrent or some signage or something that says, "Hey look, we're aware that if you be aware, if you litter, you could be fined" or some deterrent of some sort and, like I said, it just happens too much from streets that lead into neighborhoods, not in the actual neighborhood itself.

Mr. Vanover: Signs are great, but, until you catch them, and hit them in the pocketbook, it doesn't ...come to Heritage Hill. I can point out broken Molson beer bottles that have been there for weeks, beer cans, I've been out on a walk and pulled toys out of storm drains. We've had residents that wadded up the green netting that they put down when they seeded their yards, and stuffed it down the storm drain. It's sad people don't take pride. That's what it all comes down to. I have, well, a few years back, followed a contractor around the neighborhood as he was trying to throw his McDonald's breakfast bag out. And, knowing the neighborhood better than he did, when he got on Cornavin Circle, he had to come right back at me. And, I told him, "We can play this game all day". But, it's a problem. It's a lack of pride, and respect for the neighborhoods, and some of it is residents, and some of it's not. But, you know, unfortunately, I've got a lovely neighbor and friend who is on to me all the time about grass on sidewalks. And, she's right, there's points on sidewalks that they're only two feet wide. But, we can't, at this point, afford grass police. I'd love to have it, but, the money is not there for the litter police. If you see somebody litter, report it. Get a license plate number. It's still a violation, whether a sign is up or not. But, that's how you're going to make a dent in the situation. Until you change people's minds and hearts, this is the new normal that we're living with. Thank you.

President Anderson: But, what I'm hearing is, in this specific case, now that we know Ray Norrish is an issue, Administration is going to look into that site and see if there's some cleanup we can do.

Mr. Gleaves: I sincerely believe that the people on the average that do this don't even know it's a violation anymore. I really do. Because, it's done with the ease of not knowing that it's a violation. I don't know if we look into best practices of other cities, and see what they do, but, we have not, that I know of, attacked this problem or researched this issue. I'm not aware of that. It's something that I think is worth doing. I believe if you can stop one person, that's good. I believe that the signage will work to alleviate it to some degree, but, we still have to have people paying attention to what people do, and the only reason we know is because we always walk our area, and that's why we know it's trash. We know that with the freedom and the way that it's being done, it's different. It's a different approach to litter. It's just carte blanche.

Mr. Vanover: Mr. Gleaves, I wish that truly a sign would truly stop it, but, talk to the PD (Police Department) about speeding tickets that they issue. There's a speed limit sign on every street. As a matter of fact, I've had for, probably about six weeks now, that radar sign down on Ledro in the same spot. When it lights up, you see them tap their brakes, but, it's against the law to drive with a cell phone in your hand, and be texting, and that, but, it's still going on. Unfortunately, there's an attitude that I'm better than that. I can multi task and we all face the price of these people. I mean, it's easy to see them.

President Anderson: And, for what it's worth, it's not that it can go without action. If there's some specific item or program you want to research, Mr. Gleaves, that's certainly something that we could explore. So, if you have an idea, we can talk about that at the next meeting in New Business. If you have a proposal, or if you have an idea that, in the past, we've formed committees that have done "deep dives" and research. That's an avenue that's available to us. So, maybe we can take the feedback and engage with the Community to see if there's some ideas, and talk with other communities and we can do that. So, I don't want you to think that it's being brushed off. I want to address this specific concern from the resident, which it sounds like Administration has a handle on for Ray Norrish. I'm curious where the specific broken Molson bottle is, because I've been looking for it for a while now. I walk Heritage Hill too, but, I know it's out there, so, I know these things exist. So, as they come forward, let us know, and we can address those issues. But, Mr. Gleaves, if there's an idea or something you want to do as a group, we can talk about that at the next meeting in New Business. That's available to us. Thank you. So, thank you for coming forward. It's obviously spurred some discussion, and maybe some additional action in the

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President Anderson (continued): future too. The floor is still open for Communications from the Audience. If there's anyone else that would like to address Council.

Ms. Messer: Carol Messer, resident, 12181 Springdale Lake Drive. Thank you Council, Administration, Law Director, those watching, and listening. I do appreciate your time. I would like to start by noting that March is, among many other celebrations, which you can check out the website goodgoodgood.com, and see all the different things we can celebrate in March, but, it's also Women's History Month. And, I would like to share something that one of my favorite poets, and those who know me, know that that is Nikki Giovanni, who is a living local legend. And, she's an excellent writer. But, I have written a short poem in her honor, and I'm going to read it. *"I remember the time of birdsong and hall. Young were watered, and old were tall. Poplars high, reaching wide. Willows resting near subtle tide. Listen, O' City of regal trees. Please be great for the least of these."* And, I would like to dedicate this poem to Kaia Grant who gave her life. Thank you. We will not forget your sacrifice and service to our Community. I do have just a few more points to make while I have about three more minutes. Thank you for being attentive listening to what the Community has to say. We appreciate the work that is being done. I'm very grateful to this Administration, and the Council that has considered the entire Community of Springdale in visiting with the Principal of Heritage Hill. She was delighted to see a Community member from a different part of Springdale reaching out and asking questions, and speaking in Spanish to learn the language, and today, as I drove with one of my children, we saw beautiful families walking from school to home, and the children were so well behaved and listening. And, I share that because we are in the process of growing and learning and educating one another. It doesn't matter if we're nine or 99; we get to learn together. And, I just have a couple of more things that I'd like to say in the next minute. One would be just, again, thank you for your time. I would like to encourage all of you to consider learning the history of our local communities. I would like you to consider the balance of diversity in Springdale and how we are leading the way because of our efforts, our working together, of our communication, and I am proud to be a part of this City. And, I am proud to see the beautiful faces of the young and the old, the funny, and the serious. I'm so grateful, and I'm grateful for your time. And I appreciate getting to be here. Thank you.

Mayor Hawkins: Ms. Messer, thank you for your tribute to Officer Grant and your positive uplifting remarks.

Mr. Gleaves: Thank you neighbor. Thank you very much.

Mr. Cox: My name is Tom Cox from the Oxford Hills subdivision. Appreciate you guys; doing a great job. You guys spoke of Glensprings earlier tonight, and, if you're leaving here going up Glensprings, there are cars parking in the grass, and you have big tire tracks and that. I'm not sure if that's been addressed or not, but, that's really why I came tonight.

President Anderson: That's a good question. Mayor Hawkins, do you want to comment on that?

Mayor Hawkins: Mr. Cox, thanks for coming out. That has been something that's been on our radar, and, we have new notices and, we've gone from a phase of putting out warnings with regard to folks and where they're parking, and tearing up the grass over there to now we're to the point of ticketing. And, so, through the course of that enforcement change, we wanted to give people sort of a "heads up" at first, and now, they're getting cited to court, so, with the hope of that, it's going to cause some evolution or change in behavior and get folks from parking in the grass and tearing up the roadway. But, we appreciate you coming out, and continue to keep us updated. If you see stuff, you can call the non-emergency line at the Police Department, you can call the City Administration. But, yes, we are aware, and we're working on that.

Mr. Cox: Thank you guys.

Mayor Hawkins: Thank you sir.

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President Anderson: And, I have noticed a reduction over the past week or two. I feel like it's gone down. More people are right up on the curb instead.

Mr. Gleaves: Mr. Cox, thanks for coming out. When I was with the Fire Department this Monday, we rode over that way. They even noticed and said something to me about it that it's not good. So, if they're reporting that to me when I'm with them, it's too evident, and we're going to take care of it. Thanks.

Ms. Wells: Hello, I'm Katie Wells, I live at 11486 Bernhardt Court. I had a couple of things. First, thank you all for your service. Thanks for everything you do. We truly appreciate it. To piggyback on what Carol said, which was beautiful, it's a reminder that Springdale, again, is the most diverse elementary school in the State of Ohio. If anyone didn't know that, now you do. I would like to bring up one thing that I am concerned about. I know, this SwimSafe discussion is not easy. I think my biggest concern was just how we got here. Not necessarily having to do SwimSafe in general. From someone who's done a lot of hiring in my past, it seemed, and I'm just going to throw it out there with my concern that it was, I saw a Pool Director job posted a while back, but I really didn't see anything posted for the lifeguards for a while. And, when making such hiring decisions, my concern was that there was a lot of focus on a pool director, and that person who was going to hire all of the people under them, that it got to a point where there was no one for pool director, and no one was doing the hiring. And that's just from what it looks like in my perspective. I don't know everything, obviously. I don't know what's happening, but, I am very concerned whether it's the pool or anywhere else if that is the way that we hire. Because when you're hiring a lot of people, and you're in charge of someone as like a pool director level and down, you should not be waiting for that person to make all of those hiring decisions. You should be taking on the slack until they are in their position. That's what a good manager does instead of waiting. If we had a pool director hired, which would have been great, that's a lot of work for someone to do in a short amount of time. How stressful, how stressful. That's just my concern with that, but, thank you guys for making the tough decision, and I'm really glad that we have some kind of resolution with it. Thank you again for that. I would also like to just reiterate that we have a lot of people in the room today, and it's beautiful. And, we're all very diverse, and there's lots of ages, and just people all over Springdale, and, you don't really have to answer this. I just want everyone to think when's the last time you invited people to a Council meeting? Just think about it. When's the last time you invited people to a Council meeting? When's the last time you had a discussion with your neighbors or walked and knocked on doors? I think there is progress that has been made. But, I think there's a long way to go. I think that we all have the power to work together, but, when there's been such an atmosphere that was created where people don't feel welcome, in order for those people to start feeling welcome again, you guys kind of have to invite them. You have to include them in conversation. SwimSafe would have been a perfect example. You might not have had a pool director, but, you have a lot of moms. Teenagers are not looking for jobs on LinkedIn. They're not looking for jobs on Indeed. But, if mom said, "Hey, get up off the couch, there's a job", they probably heard it that way. We're here to help you guys help us. It's a team sport. That's all I have for today.

President Anderson: I will add I know something Mayor Hawkins alluded to earlier in the discussion about SwimSafe was this idea of a September feedback session. I'm not sure if that got lost in it, I'm not sure how much discussion there was on that. There will be more information on that in the future. But, I think that's one of those things that you talked about where we're trying to invite that feedback from the Community. And, that will be an open-ended session where people have the opportunity to share whatever concerns they have rather than necessarily a Council meeting that's always at a set time. So, that's something that Mayor Hawkins is spearheading, and I think speaks to that. It just takes time to get that stuff going so, I certainly applaud that effort as well, and we'll participate. We'll get, I think we'll get a good opportunity there to do some of that outreach you talked about.

Ms. Wells: Thank you for that. The only other thing I have really quick is something great you could do that would be really easy and probably only take about 30 minutes of payroll hours is schedule out on Facebook a post that just says, "Hey, you're invited".

President Anderson: Mayor Hawkins did you have a comment there?

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Mayor Hawkins: Ms. Wells, appreciate the comments. You know, from my perspective that you or anybody else is always welcome to come to the City, whether you're a resident, whether you work in the City, whether you're driving through and just want to see what's going on in Springdale. But, you know, we'll continue to do things to make sure folks feel that they are welcome to come and be involved and engaged and I won't usually speak for other elected officials up here, but, I think you could probably call any of these folks, and they're going to be happy to talk to anybody about any questions that come up.

Mr. Gleaves: Ms. Wells, I want to answer a good question that you just brought up. "When is the last time you invited somebody to a Council meeting?" Tonight. There's some people out here in this audience tonight that I invited, and I'm glad that they came here and I want you to keep coming back because the only way we can fix some issues is by being in here and I've talked to every last one of them. I will continue to do it because this is what it's all about. We have to work together. We work for you, and, in order for us to work for you, you have to give us the tools to work, so, please continue to come back.

Ms. McFarland: Thank you Ms. Wells, Katie. You know, when I decided to run, one of the big things I was really looking for is to opening those lines of communication. And, I know we've had those conversations before, whether it be prior to this, but, we want to hear from people; at least I do. You know, I've reached out to a number of residents, and I love hearing the feedback. And, again, like the Mayor said, I can't speak for all the elected officials, but, I am Chair of the Public Relations Committee, which, in the past, hasn't had a huge presence in things, but, when I looked up what the definition of Public Relations was, it was how, I can't remember exactly, but how you are dealing with the public, the community. And, we clearly had needed to work on that for a long time. So, I look forward to many more conversations and hearing from all of our residents. So, thank you.

Mr. Messer: Nate Messer 12182 Springdale Lake Drive. Most of my questions are about, really just two about SwimSafe. The first question was is it just a one-year contract? That's what I thought it was; just making sure. And, is there going to be any changes, like, major or minor changes with SwimSafe? Because are they changing the hours or because the last meeting you did say something about I think it was holidays and the weekends it might close earlier on the weekends. So, I was just wondering and double-checking.

President Anderson: Administration, did you want to respond?

Mayor Hawkins: So, it's basically going to be the same aquatics experience and services that are provided. There is going to be a change closing a little bit earlier in the evening, and the basic reason for that is our Recreation staff is only going to be open for so long, and so someone is going to have to stay back a little bit later past their normal time, because the pool will be open, but, we don't want to keep them back for two hours beyond the closing time. We want to make sure that we have Recreation staff that can shut things down, and make sure everything is locked up and secure at the end of the day. But, beyond that, everything is going to be pretty much as it has been. That's the plan.

President Anderson: And, you heard the response on the contract. What Council agreed to was a one-year contract with the option to renew for an additional year.

Mr. Messer: Thank you.

President Anderson: Thank you for coming out.

Update on legislation still in development

Mr. Jacobs: Item Number I was addressed with Ordinance No. 08-2024; An Ordinance Authorizing the City Administrator to Execute an Agreement with SwimSafe Pool Management, Inc. and Declaring an Emergency. That passed with five affirmative votes. Item Number II was addressed with Ordinance No. 10-2024; An Ordinance Removing Special Assessments Previously Levied for Certain Public Improvements in the City of Springdale, Ohio in Cooperation with the Suburban Communities Energy Special Improvement District (Sheakley Project) and Declaring an Emergency. That passed with seven affirmative votes.

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Mr. Jacobs (continued): Item Number III was addressed with Ordinance No. 11-2024; An Ordinance Authorizing the Execution of a Tax Increment Financing Agreement with Respect to the Glensprings Fuel Station Project, and the Execution of Ancillary Development Related Documents, and Declaring an Emergency. That passed with seven affirmative votes. Item Number IV was addressed with Ordinance No. 12-2024; An Ordinance Authorizing the Purchase of Certain Real Property Associated with the Northland Boulevard Reconstruction Project and Declaring an Emergency. That passed with seven affirmative votes.

Recap of legislative items requested for next Council meeting

Mr. Jacobs: All other matters were forthcoming. Anything from Administration?

President Anderson: And, we're still expecting to do Police Department introductions at the next meeting?

Mr. Uhl: Correct. Yes. I do have one bit to add. I know we're working on some contract review from the Ohio Department of Development regarding two grant awards that we received for energy efficiency upgrades at the Municipal Building and Community Center.

President Anderson: And, we expect to see those at the next meeting?

Mr. Uhl: Correct.

Adjournment

Mrs. Sullivan-Wisecup made a motion to adjourn; Mr. Vanover seconded the motion and Council adjourned at 9:16 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved:
Jeffrey Anderson, President of Council

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President of Council Anderson called Council to order on March 20, 2024.

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

Mrs. Sullivan-Wisecup provided the Invocation.

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

The minutes of the February 21, 2024 meeting were considered. Mr. Vanover made a motion to accept the minutes; Mr. Jacobs seconded. The minutes were approved with seven affirmative votes.

Introductions – Police Department

Mayor Hawkins: Actually, Chief Butler is going to make an introduction and we're going to swear some folks in.

Chief Butler: Thank you Mr. Mayor, Council. Good evening. First, I'd like to introduce soon to be sworn in Sergeant Garret Welander. Garret if you'd come down please. Garret is a native of north Texas and saw the light and moved north several years ago. He began his career in law enforcement in 2014, where he served in the Village of Owensville, and, with the Hamilton County Sheriff's Office prior to coming to the City of Springdale in 2016. He's held the rank of Corporal now, and soon to be Sergeant. Garret enjoys obviously exercising. He's an exercise guru, outdoors, and spending time with his son and family. I'll turn it over to the Mayor now.

Mayor Hawkins swore-in Sergeant Welander. (applause)

Chief Butler: Next, we have Officer Curtis Bosch. Curtis is a graduate of LaSalle High School, a native of Cincinnati. Curtis comes to us from Hamilton County Sheriff's Office where he began his career in 2006. Come on down Curtis, don't be shy. Curtis, with the Sheriff's office, served in the Corrections Division, two years in the Court Service Division, and then two years on patrol before coming to the City of Springdale. One of his hobbies still, he plays football for the Ohio Marauders, which is a National Public Safety League Football, full contact. You going to give that up? We'll see? He's a quarterback. They've got some pretty big boys on the team. Curtis is married, enjoys spending time with his wife and his daughter.

Mayor Hawkins swore-in Officer Bosch. (applause)

Chief Butler: Up next, we'll have Officer Jason Davis. Jason is a 1994 graduate of Oak Hills High School. He started his career back in 2002 with the Sheriff's office in the Corrections Division and served many years, 20+ on the Patrol Division before coming to the City of Springdale. Jason holds an Associate's Degree from Cincinnati State Technical College. Also, his other hobby is, just like Curtis, plays for the Ohio Marauders as a Center, and is the General Manager for the league. No injuries? When the season is over, Jason is the Head Coach for the Harrison Youth Football League. He and his wife own a business and a little thing for his oldest son, he was just accepted to Engineering School at the University of Cincinnati.

Mayor Hawkins swore-in Officer Davis. (applause)

Chief Butler: Last, but not least, sir. Next is Officer Kellen Lyons. Kellen attended the Police Academy at UC (University of Cincinnati) Clermont. Some of you might remember Kellen, he's a "retread". He's come back to us after seeing the light. He does not play football for the Marauders, yet. He might be the running back. Kellen left us in 2021, and went to work for another city in their Building Department before deciding his true passion and coming back with the Springdale Police Department and the great citizens of Springdale. We welcomed him back here in December. He's a lifelong resident of Butler County, where he resides with his wife and daughter.

Mayor Hawkins swore-in Officer Lyons. (applause)

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Ms. McFarland (continued): Miami County, and simply the threat of vaccine-preventable disease. So, obviously, there's concerns with that. There haven't been any cases near us. And, if you have any concerns, or questions about those vaccines, please feel free to reach out to the Health Department.

Capital Improvements	Mrs. Sullivan-Wisecup	-	No report
O-K-I	Mr. Anderson	-	No report

Mayor's Report

Mayor Hawkins: We had the Vance ribbon cutting, and soft opening back on March 5th, and it is open. Folks are welcome to go check that out. They're going to have a grand opening that will be more ceremonial in the first or second week of April. But, they are open for business at this time. Wonderful place for outdoor enthusiasts. Definitely a store to go check out. They City secured a \$500,000, basically \$500,000 worth of grants to enhance energy efficiency as folks know on the dais. This is program from Energy Efficiency Program for Ohio Communities. The funding will enhance energy efficiency initiatives within the City facilities, specifically the Recreation Center, and the Municipal Building. Our City had two applications that stood out among the 35 projects selected across 18 counties in Ohio receiving funding through this program. As indicated, the Community Center and the Municipal Building will benefit through LED lighting installation, HVAC control systems and our chiller replacement that's as old as this building is. These improvements will save us, on an annual, \$54,000 each year. So, that's a very significant thing. And, this successful grant acquisition is going to emphasize us being more energy efficient going forward. We had the State of the City address held on March 13th of this year at the Recreation Center. It was broadcasted live. It was recorded, so, anyone that did not get to see that can go online and pull that up and watch that. Our Directors came out and did an outstanding job giving information with regard to what's going on and what to forecast, and what to look forward to. And, then, they also made themselves available to answer questions afterwards in an informal session, which I think, was wonderful for residents as well. So, as to be expected, as always, they did a wonderful job and I thank them all for their efforts. And, lastly, we have the newsletter is complete, and, it will be going out. You'll see these arriving in your homes in the next few weeks or so. But, it is complete, and it's on the way out. So, that concludes my report.

President Anderson: Thank you Mayor Hawkins. And, I will say, also that I was one of those people watching remotely for the State of the City, and it was wonderful. The presentation that were put together were very helpful. It was very informative, and it was very inviting to residents. I know I received feedback from residents as well that they appreciated the openness and the content. The people I had talked to had called out specifically Economic Development, getting updates on what was going on there was especially helpful, and the other departments as well. So, it was a really well done job. I know I couldn't be there in person, but, over the internet, it was well recorded, and easy to understand. So, thank you for that.

Administrator's Report

Mr. Jones: The Jaycees Easter Egg Hunt is Saturday, March 30th, at 12:00 p.m., Ross Park, ages ten and under. Springdale Community Center will be closed on March 31st in observance of Easter as well as the other Administrative Buildings, obviously not safety services. And, then, want to remind you again that the shred day event is Saturday, April 6th from 9:30 a.m. until 12:30 p.m. at the Springdale Community Center parking lot. It's free citywide, but, I need to remind you that you need to bring an I.D. and you need to be a resident to participate with this, and, I'm going to refer back to Brian (Uhl). Thank you.

Mr. Uhl: And, I apologize, I didn't have my homework before. I now have my notes. So, just to kind of add a little more information to my report from earlier, I'll continue on with the Civil Service Commission and provide a little more detail. The Building Inspector hiring process is completed. We have hired Daniel Blaylock, who was formerly without Building Department, left for another job, and has returned to us as a Property Maintenance Inspector, which was his former title, and now he is a Building Inspector I for us. Our Firefighter/Paramedic hiring process is completed, and I'm happy to report that we are fully staffed. Our hiring process, you met Curtis Bosch this evening. He was another recent hire, along with Jason Davis, and then Kellen Lyons as well, in the last couple of months, and, we have one position yet to fill, and we're

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Mr. Uhl (continued): currently still accepting applications and conducting interviews. The Police Clerk and our Police Department Administrative Assistant, we have two conditional job offers out there currently, and the candidates are going through the background investigation process. On this Friday, March 22nd, at 10:00 a.m., Civil Service will be administering a promotional examination for the position of Police Sergeant. And, our Public Works Maintenance hiring process, we have one candidate in the background process, and we have one gentleman who started with us this past Monday.

Law Director's Report

Mr. Braun: The only thing that Council might be interested in is that my office is working diligently with City staff to move forward on the closing of the property that will complete the Wawa acquisition at Glensprings Drive and Route Four. There's been lots of bumps in the road, I will tell you, primarily because of the unique property that it's being placed on and the condition present, but, I was given an update today and it does seem that everything is moving forward. So, other than that, I have nothing else to report.

Engineer's Report

Mr. Riggs: Thank you. So, the Northland Boulevard Project we're still wrapping up right-of-way. I believe there's only two property owners that we haven't closed on. I think three parcels, two property owners. But, everything's on schedule to go to bid. ODOT (Ohio Department of Transportation) is going to let that in May. The Springdale Community Center HVAC Replacement Project, I believe those larger rooftop units, there are two, I think, any day now they should arrive on site. So, work will be beginning shortly on that. The Crescentville Road State Route 4 to Route 747 Improvements, the Butler County Engineer's Office held a pro-construction meeting on March 7th. I was not able to attend that meeting, but hope to learn the project schedule of that real soon and be able to share it with everyone. The Tri County Parkway Sidewalk Extensions; this is another project where we're wrapped up with the design, like 99% plans. We just need one temporary easement from one property owner, so, we'll be working to obtain that here soon. And, that's all I had.

Rental Program Committee

Mr. Vanover: Really have no report, for this evening, but, I think that within probably the next couple of weeks that we will reconvene and get back on task. Thank you.

Communications - None

Communications from the Audience

Ms. Messer: Kara Messer; 12182 Springdale Lake Drive. I feel like I'm getting better at this because it's my third time here, so, I'm not as nervous. Alright. Okay, this is the first official full day of Spring, so, Happy Spring everybody. Thanks for being here. It was really neat to see the new Police Officers. That was very moving. I loved it. Again, in honor of Women's History Month, I would like to share a quote and encouragement from Caroline May, a 19th Century English-American poet, editor, and literary critic. "*March, when days are getting long. Let thy growing hours be strong to set right some wintry wrong.*" Just pause; take a moment to reflect upon those wise words. I love poetry by the way. Alright. I thought the State of the City address was incredible. Thank you so much for everybody who was there. Just echoing what was already said. It was very informative, and, I even sat next to some newer residents of Springdale. I think it was very helpful for them. I think they felt welcome. I think they were encouraged by the diversity of our community, so, applause to everyone who participated in that and contributed to that excellent event. And, then, I have a question. Would Council be willing to explain a little bit more about how the MetroNow! expansion will benefit Springdale residents. Thank you.

President Anderson: So, I mean, I can take a shot at it. We obviously don't have a Metro representative here, but, I can tell you that they've been participating at OKI that I'm a part of, and, it presented several times about the MetroNow! program, and, in fact, not at this past meeting, but, the one before, I had an opportunity to speak to OKI about the MetroNow! program a little bit, based on the feedback that residents had shared with me over the months that it had been a pilot program. Springdale was one of the first zones go to live with the program, and, the candid feedback was something that they'd asked for. I know that I had gotten feedback from residents. Everything from people being able to get to doctor's appointments that they weren't able to get to

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President Anderson (continued): before. Things like being able to go the store independently. People being able to get to church over in Sharonville, to come to the Recreation Center for senior meetings. And, that was one of them that I thought was really impactful to me when I heard the story, because some of the seniors were able to now use that service to get to the community group here at the Recreation Center using MetroNow!. MetroNow! had actually come in, or, I think they planned to come in and speak with our seniors at one point too about the program. So, just that access has really been nice to hear. It's nice to see them being responsive. Your question was, "How does it impact Springdale?" I know from my perspective it's nice to see us being recognized by the larger community as a place that would benefit, and has a vibrant area, things to go to; businesses that are listed, and there are residents that have been helped. So, I don't think we have any kind of metrics that we could share, but, I know it's been nice to see our name in that light.

Ms. Messer: Could I add something else that you said that I have a little bit more time. It will be real quick. So, I recently went to something at the Sharonville Convention Center, and it was amazing, and I like how cities work together, and, I thought it was really cool that on the map that they have at the Sharonville Convention Center of local businesses that you can visit. Some of them were in Springdale. So, I thought that was really positive. I actually showed it to my kids, and said, "Hey, check out, and see which one of these highlighted is in Springdale." So, I just thought that was pretty cool too; cities working together, and I think we can all benefit from the collaboration and everything, so, what you said reminded me of that, so thanks. I appreciate it.

Mr. Miller: My name is Jim Miller, this is my wife Cindy. We live at 535 Ray Norrish. We're here to ask for a relaxation of the rules for having chickens in Springdale. To make things easy, I put together a website. It's springcoop.com, one word. I list there the various regulations for nearby communities, villages, cities, Dayton, Cincinnati, all of the ones that do accommodate a reasonable number of chickens for people who would choose to have those as pets or for food. On that site, I do have, there's a one-paragraph description from the City of Montgomery that's very short and to the point, and very reasonable. No more than six chickens in your backyard. No more than say ten or fifteen feet from the property line. So, it could be a good model for the City of Springdale. My wife is an amazing gardener, and she has been her whole life, and, wherever she goes, things start growing. Is there a song like that? Whatever, and it's just wonderful at harvest time. So, tomatoes taste like tomatoes, and strawberries just kind of jump all over your tongue. It's a wonderful thing to use the miracle of seed and soil and sunshine and rain in your backyard. So, along those same lines, we like farm fresh eggs. And, we can get them periodically, but they're kind of hard to come by, at least where we travel most often. So, we said it sure would be nice if we could have chickens, and so we talked with our neighbors, which we have wonderful neighbors, and they were all very supportive, in fact, very encouraging from one of our neighbors, Alphonse. He's sort of Dr. Dolittle. He loves animals. And, so, I said, well we don't want to be a nuisance to anybody, so we said very specifically, if it bothers you for any reason, just let us know, and we'll move the chickens. We have a nephew and his wife who live outside of Batavia and move them there if we had to. We obviously don't want to, but, we do have that option. But, we thought, well, let's just go ahead and do it. It certainly would be no worse than a dog. Our chickens haven't barked yet. So, they will cluck a little bit, but Alphonse, our neighbor said he'd rather listen to clucking chickens than (Interstate) 275 traffic. I said that's fair. But, they're really quite quiet, and in any event, we were visited by the City about a week and a half ago, and realized we were violating the ordinance, and we certainly said well, we are willing to comply, and he said well there is a Council meeting, and you're not the only residents who are interested in this, so you may want to just go ahead and plead your case to see if there could be some relaxation in the rules so it would be more along the lines of Montgomery, or Wyoming, or Glendale, or Cincinnati, and Dayton. But, the last thing about the chickens, and we really didn't realize this until we had them for a while, they really are like pets. We have seven grandchildren and they're kind of like another set of grandchildren. They all have their own personality and they really are a very interesting bird, and, because of this, we've actually talked more with our neighbors. There's a little bit more community that we had previously because of the chickens, because of the shared interest in that. The chickens are also very friendly in terms of sustainability, permaculture.

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Ms. Miller: So, I'll take over here. Sorry. So, the main reasons that we have the chickens is for the permaculture, for the sustainability, the eggs, so that the chickens can help work the garden, and the garden then feeds the chickens.

President Anderson: Thank you. And, I know, if you could sign in too so we can make sure we have a record. I think there should be paper there. Do you need a pen? I will share with you, I know tonight we have an item on our agenda for later in the meeting where Council will have an opportunity to talk about determining if Council wants to form a committee, or take some action. There's not an expectation that there will be action taken tonight with that agenda item. It's simply saying whether or not there's interest to do that. So, just be aware that it's on the agenda tonight to talk about talking about that. So, just be aware of that, and if you stick around, you'll hear some of that discussion. But, thank you for your comment and feedback. There's some people that would like to share some thoughts with you.

Mr. Gleaves: Thank you Mr. and Mrs. Miller for coming out. These are my neighbors, and I got a chance to take a tour of the chicken coop. I call it the chicken condominium. If I was a chicken, I would want to live in that coop. But, done a great job. Thank you so much for the website and putting that together. I forwarded that to I believe everybody here. Very well put together, and it's sad we're going to have a discussion about it. And, this will help us, the information that you sent. Appreciate it. Thanks for coming out.

Mr. Vanover: Council, we need to tread lightly because we have a pending case before BZA (Board of Zoning Appeals), so, I would just caution. We've had instances in the past with a driveway, and, right now, in my mind, our best response is we can't comment because it is a pending case. If this had been heard in a court of law, very likely, the judge could have ruled and issued a "gag order", so, we want to tread lightly and be fair because both BZA and Planning Commission are technically sub-committees of the Council, but they are independent and need to be able to operate unimpeded, and free, and fair without undue pressure or influence from another body. So, just my, I don't know if Mr. Braun wants to make any further comment, but, I think that we need to be cognizant of our procedurals.

President Anderson: Thank you Mr. Vanover. And, for what it's worth, there's some notes for that when we get to the item on the agenda for Council to discuss. What we're discussing right now is just feedback for the communications. It is good caution though that we can say now, and say again later. Obviously, there is, as Mr. Vanover mentioned, there is a variance. I know it's not the Miller's that are here tonight, and I don't believe anyone has spoken tonight about any of the specifics of the cases, but, we can get into the details of whether discussion is permitted or not. I know Mr. Braun and I spoke prior to the meeting as well. So, we'll make sure we cover that before we open up discussions when we get to that item on our agenda. But, in terms of responding back to the residents who came in to share their information, is there anyone else who would like to comment? I don't see any lights for now, but as we mentioned, we intend to have some discussion about having discussion about this later in the meeting. You're of course welcome to stay and listen to that. But, thank you for sharing your thoughts and your information. Floor is still open for communications from the audience if anyone else would like to address Council for any reason.

Mr. Spradlin: Hi everybody, I'm back. My name is Cole Spradlin. I live on 870 Yorkhaven. First, I want to say, "Thank you" to everybody up here for making the State of the City possible. I know each of you up here had some part of that. We should keep the event going annually. It taught me a lot more about the City that I did not know before. Made me feel more informed. For example, I didn't know there was work done on the CSX train bridge on (Route) 747, and now I feel safer going under that bridge. I also want to thank Administration and the Department Heads for attending the State of the City so that they could keep us apprised of current developments that were going in their respective departments. I'd also like to thank Mr. Uhl for filling in for the Building Department Director, and, keeping us informed of that department. I would also like to thank whoever put that PowerPoint presentation together. It was very informative. Probably took a lot of coordination between all of the Department Heads, and it probably took a couple of hours of their life that they'll never get back. I also have a question about the new turn lane at Glensprings and Route Four. Are there any other plans other than the new turn lane, and the traffic light system to help improve traffic in that area once the Wawa gets built and brought in? Thank you. Also, does anyone have a pen?

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President Anderson: Here, take this one.

Mr. Spradlin: Thank you.

President Anderson: Alright, there was a question about the intersection for Wawa. I know there's a study done. Mayor Hawkins did you want to respond? Or Mr. Riggs? Okay, both the lights came on, but Mayor Hawkins was first. I wasn't sure if he was trying to get in front of him, or...Mr. Riggs if you have some information.

Mr. Riggs: Yes, it's part of the development requirements to construct an additional left turn lane on Glensprings on to Route Four. And, when they did that, they also have to reconstruct part of the signal, so, there will be some road widening, but, generally, that's all you're going to see. There will be obviously site improvements. There's two parcels involved that are in some land trading with the City, but, it will be a big project still just from a public improvement standpoint, it's a significant project. I think the estimate was \$590,000. It's a good project.

Mr. Spradlin: Alright. Thank you.

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

President Anderson: Council, you've heard the reading of Ordinance No. 13-2024. This is a first reading, so, if there's any questions or discussions at this point. (None) Seeing none, we will see this one again.

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

President Anderson: Council, this was another first reading for Ordinance No. 14-2024. Is there any questions or discussion at this point (none). Seeing none, we will see that again at our next meeting.

Ordinance No. 15-2024

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

President Anderson: Council you've heard the first reading of Ordinance No. 15-2024. Are there any questions about this tonight?

Ms. McFarland: I did notice that there were a few items; self-care items, shampoos. Is that something that we can donate to shelters or things like that, rather than sell?

Mr. Uhl: Yes. The first order of business is to declare them surplus, and then it allows us to get rid of them, but, that's probably the preferred method. I don't know that people would be bidding on something like that, but, yes, we'll look for some other group within the City that we can hopefully donate those items to.

Ms. McFarland: Thank you.

President Anderson: Other questions or discussion about that ordinance? (none) Again, this is a first reading, and we will see that again at our next meeting.

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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

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 16-2024; Mr. Jacobs seconded.

Mr. Vanover: Just note on Section 9, there's a typo. It should be "an" instead of "ail"

President Anderson: I believe that's a scrivener's error. Mr. Braun, are we okay to proceed without an amendment? (Mr. Braun nods in agreement) Okay. Any other questions or discussion? (none)

Ordinance No. 16-2024 passed with seven affirmative votes.

Old Business

Mr. Gleaves: Our last meeting, we were talking about litter. And, I'd like to piggyback on that. I did a little investigating of my own, and, looked at some things that other places had done to minimize litter, and possibly get rid of it. We talked about a couple of people that have picked up litter on Sharon Road, Ray Norrish, my neighbor who is here tonight. And, I think that we need to really get a hold on this by trying our best to let people know that we care about litter. Things like signs in key areas. We have neighborhood watch signs. They're there for a reason; as a deterrent. I'd like to see something like that possibly come forward, hold our businesses accountable. I reached out to Mr. Uhl, and I showed him something that happened that was at Walgreens, and he took care of it right away, and I appreciate that. Public awareness; we have the Mayor mentioned about the new newsletter that is going out. We could possibly put something in a newsletter just to remind people to "Keep Springdale Beautiful", "Pay attention to people who are littering", "Don't litter yourself", "Clean up behind yourself", things of that nature. We could reach out to Princeton, Springdale Elementary, maybe the kids might want to get involved with some type of slogan; official slogan for Springdale about keeping this place litter-free. Handouts, which would be the newsletter. Just things like that. We need to make sure that we let people know that we want to keep this place looking as fine as it can be. So, basically, that's all I wanted to say about that.

President Anderson: So, in response to that, I know in the past, so we can talk about it here, and we've had some discussion. I wonder if Council might be interested in maybe assigning an action item to one of our standing committees. I could think that either public Works Committee that manages matters pertaining to streets, highways, sewers, and sidewalks could be appropriate, or it could be appropriate to assign an item to the Public Relations Committee to work on more of the messaging if that's something that might make more sense. So, really, it's really a question to the rest of Council if this is something that we think maybe they should dive into and see if there's some actions we can take. I don't know if anyone thinks if they want to do that. I want to get us past just talking about it here, and get some action items. What does Council think about assigning it to one of our standing Committees?

Mrs. Sullivan-Wisecup: I have a quick question because I know that it is illegal to litter, correct? What does our Police feel about this? Because that's their job, correct is policing trash and things like that. So, has anybody reached out to the Police to see if they have any ideas on any of this, or what we should be doing because I don't want us to do something that we pay someone else to do that that's already their job.

Mr. Jones: Slightly different response than what I think the President was referring to. So, yes, we talked to our Property Maintenance, we talked to our Police. They're well aware of what the concerns are. In fact, our Public Works Director himself went out and went through neighborhoods and came back and gave us his feedback, and then also Property Maintenance followed up, and so forth. In general, this is the third City I've worked in. Signs do not work, and,

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Mr. Jones (continued): generally speaking, cities are not always or overly encouraging in putting up more signs. People know what the law is. They know they cannot litter. The idea of reminders, the ideas of encouragement, the ideas of being positive about keeping your City clean and stuff, in fact, along the bike trail, we just put a couple of trash cans out there. They Mayor had brought it up, and Public Works addressed that. That's the kind of thing we like to do, as opposed to trying to fix it with signs because the next thing you know, you have signs everywhere. And, Brian Uhl uses the terms that, too many signs creates almost a "white noise"; people quit noticing. Everything just starts to blend in. So, they're very well aware of it. We see them as an enforcement issue. Please call us. Let the Police know if you ever see, or can help us with that, we would love to more about it, and also, Property Maintenance will respond immediately when we get a referral on something like that. So, we had three different departments do some follow-up from the last meeting, and taking a look at some things like that.

President Anderson: So that more indicates that if Council, reminding everyone Council's role is more policy and legislation. There's certainly a public relations side of it where we can help explain some of the ordinances, so, it might fit better there.

Mayor Hawkins: Just piggybacking on what Mr. Jones was saying. I want Council, and Mr. Gleaves specifically to know after the meeting, less than 24 hours went by and, Administration with talking with our Public Works, as well as Police Department with regard to this specific areas that got talked about by residents as well as Councilmembers. So, folks were on it immediately thereafter. That conversation just reminded me of a conversation that we had had administratively that I forgot to ask Mr. Braun, so, I'll ask Mr. Braun now. In terms of what we have on the statutes right now, I'm assuming it is a minor misdemeanor that we have pending for litter?

Mr. Braun? Yes. It's typically a minor misdemeanor. I can check. Every community I know makes it a minor misdemeanor though.

Mayor Hawkins: And so, along those lines, administratively we were talking about it, and I apologize, I had just forgotten to talk with you about it, we had many things going on. My understanding is a Law Enforcement Officer can't cite somebody for a minor misdemeanor unless they observe it. Is that right to your knowledge? Or, could it be something to check on?

Mr. Braun: Yes, typically they can't cite anyone for any violation that they don't witness, or, have evidence before them that they investigate, but, they don't investigate a minor misdemeanor the same way. So, yes, that enforcement is always an issue when it comes to things like litter because you have to observe the offense in order to cite them. This comes up in a lot of offenses.

Mayor Hawkins: So, along those lines, I mean, it's different if there's a theft offense, alleged, but it's not witnessed by a law enforcement officer, they may be able to go and cite that, and, so, I know, at least, in the City of Hamilton, and I'm the last person to over-criminalize anything, anybody who sat here with me for 14 years knows I am not about that. But, one thing that administratively we've discussed that could be discussed with Council is if it's something that is raised from a minor misdemeanor, or maybe a misdemeanor four, that would work too. When it's something where if someone witnesses it, they can notify a Law Enforcement Officer, and a Law Enforcement Officer can bring a citation for that. That's something else to consider in terms of legislation. So, I know the City of Hamilton, I think it's a misdemeanor of the fourth degree, or misdemeanor of the third degree, and when I'd see that, I'm like, "Why the heck did you guys criminalize this where someone can go to jail for 30 or 60 days?" But, that might be a reason why they did that because if a cop didn't see it, they can't do anything with it. So, enforcement is the biggest part. Folks have to be observant, see stuff. You see somebody dropping, I mean, Kenn Road is the ultimate. You live in Beacon or Oxford Hills, Saturday and Sunday morning, you see Wendy's, White Castle's bags on the side of the road. They're all over the place. And, so, if people are aware of it, not that you're going to see somebody at 2:00 a.m. in the morning, but, if you see it, and you can give a plate, and you can get that information to Law Enforcement, and if we have legislation that has the teeth to be able to go and do something with it afterwards, then, that may be something else to be considered. So, it's something that, again, if Council decides they want to have some further review with that, that's

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Mayor Hawkins (continued): just an idea that Council may look at in terms of either doing an unclassified misdemeanor, or raising it from a minor misdemeanor to an M4 (fourth degree misdemeanor), that may help with regard to Administration doing some enforcement things if a Law Enforcement Officer doesn't see it.

Mrs. Webster: This nice lady that was here last week talking about all the litter down at Hooters, I live behind Hooters, and I know there's a lot of litter, and it's all up and down Ray Norrish Drive too, but, I don't think it's the residents. It's the people that go to those restaurants. I don't live here, what do I care. And, that's what we can't do anything about. I see, I know it. It's bad. Thank you.

President Anderson: So, what I'm hearing is Administration feels like they have tools to enforce now, so, it's not a question of that, there's been discussion of maybe doing some education, but, again, I don't want to step on Administration's toes. That's not Council's role to do. What I would suggest is if maybe we put this on our agenda for the next meeting. Give people a chance to think about if they want to send a review raising or changing the law around litter as Mayor Hawkins mentioned, unless there's no interest in that and we know that. The idea of criminalizing more of this might give them additional tools, but, I wouldn't want to do that without some consideration, and that's the kind of thing that we'd send to one of our Committees to look at, and make sure they understand all the impacts of that, and have the discussion with the like the Chief of Police or some Community members to get a feel for it. So, I would propose that we kick idea down the road to our next meeting, put it on the agenda as Old Business, and then just be prepared to talk about it if we sent to send that for review to change the penalties. How does that sound? Any concern with that? (none) Okay, seeing none, maybe we'll just go ahead and put it on our agenda for our next meeting to look at updating the ordinance or the impacts of litter, so just be prepared to talk about that at our next meeting.

New Business – Zoning Change Discussion for Residential Chicken Keeping

President Anderson: Next New Business. We have one item already on the agenda for New Business. It's Zoning Change Discussion for Residential Chicken Keeping. And, as Mr. Vanover, Councilmember Vanover mentioned earlier, the intent of having this on the agenda tonight is not to discuss the specifics of any specific case that's before, in front of the City now. Rather, just as I mentioned before with the litter, this is to see if there's interest in taking up the item. It's not required that any member share their views in any way in detail tonight. Just, what we're looking for is if it's something that should be investigated, which could mean increasing, or loosening related regulations. So, what we're not looking for tonight is a discussion about any cases. We're certainly not putting anyone on the spot to talk about what their views are on it. But, why this got added to the agenda was that there was a number of discussions that have been happening in the Community as you heard tonight. This is something that's come up several times over the years, and it's certainly become more prevalent in communities around us. A number of our residents are unclear as to what our Zoning Code is around it, and, they feel like everyone is doing it, so, I feel like it needs to be discussed. So, the reason it was put on the agenda tonight was to see what Council's views are. If we should investigate updating that section of our Zoning Code, which is very limited and hasn't been touched in probably ten years. With that, I'll open it up for a discussion, and please keep in mind that we do as Mr. Vanover and Mr. Braun has mentioned previously, there is open actions under our current Zoning Code. There are people that are reviewing variances or requesting variances for that current section of Code that currently have chickens, so, just be mindful of that. I will tell you in speaking with Mr. Braun ahead of time before we put this on the agenda, it was reviewed to know that we would be talking about this tonight and you are not under any restriction as an elected official to share your views, but I'm asking you to be cautious for the appearance of influencing a proceeding that is going on. So, just be aware of that, but just know that you do have the ability to speak on this in whatever you see fit. And, before I turn it over, I'll ask Mr. Braun if there's any other cautions that he might want to give us before I open it up for discussion about should we send this to a committee to discuss.

Mr. Braun: The only thing I would just remind everyone is obviously we have Administration that's currently enforcing the rules that are on the books, so, and, if you're not familiar with what those rules are, I might encourage people to look those up sometime after the meeting. But, I think the limited issue as you're phrasing it is do you want to study the issue, or have a committee

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Mr. Braun (continued): to do that is fine to discuss. But, obviously, I would not want to put those members of Council that serve on committees that will have to be reviewing these matters in an awkward position and, so, I think one of the reasons to restrain talking about your position on it is it's unfair to them. Because they can't talk about it; or shouldn't. That's all I would add.

President Anderson: And to that point, we don't, so just limit the discussion. Just know that you're free to discuss it if you see fit, but just know that you might be putting other members in a tough spot who might want to respond, but wouldn't be able to tonight. Everyone, if we do create a committee, or look at this, there will be opportunity to share all those views and get feedback from the Community, get feedback from Administration, get feedback from Planning, file the normal process for a zoning change, all of those groups can be involved through the process. Changing zoning code is not a "we just do it" type thing. There's a lot of touch points inside of our code that would need to be looked at. That's why we typically form a committee and involve those parties. So, just so everyone's familiar with that. So, with all those warnings, it is something that I think we should talk about. Talk about talking about.

Ms. McFarland: I personally have had several residents reach out regarding if this is something that can be discussed or reviewed. It has been several years since it has been a discussion, and a lot of things have changed. A lot of reasons for people wanting them. So, I definitely agree that is something that we should talk about. I personally have experienced the benefits from family members that have chickens in other locations, and, obviously we have a lot of residents in Springdale that already have chickens. So, maybe it is something we at least need to look at and figure out what the benefits to the Community are, figure out what the benefits to our residents are, and decide if that is something that we want to change.

Mr. Vanover: I have no problem assigning the discussion and research, if you want to call it to that, but, one of the problems, obviously, the one committee that would jump out is Rules and Laws, however, the chair of Rules and Laws is also on BZA (Board of Zoning Appeals) which would not be appropriate. It's putting them in a precarious situation, which is not fair. So, the other option then would be to form a, for lack of a better term, chicken committee. And, do that, but, due to the limited number of us here doing double duty on different committees, the obvious would be Rules and Laws, but, with Mr. Jacobs serving both as chair on that committee and also on BZA, that puts him in an unfair and precarious situation.

President Anderson: Thank you for sharing that. I will, especially for some of our newer Councilmembers just to let you know inside of our Charter there are several standing committees that you're aware of and people are members. The Rules and Laws Committee is defined in the Charter as what should be assigned to them are "matters pertaining to enforcement of Council rules and procedures". That's it. Historically, Council has sent other things to that committee, but it is not required to. So, the Charter only requires Rules and Laws and defines it as "matters pertaining to enforcement of the Council rules and procedures". So, it certainly a possibility to send it to that standing committee. My expectation, or, what I'm prepared to, if Council would want to do this and pursue it, would be to create a special committee similar to what was done in past years for the Rental Program Committee. That had a very specific scope, and then they would be able to work around that. I did want to respond briefly to the comment about a member may or may not be able to act on both BZA and a special committee. I'm not sure that I share that concern. It's certainly something that you're entitled to. Just because somebody is on BZA, and I was on BZA prior to taking over the role as President, I served on special committees too that made laws that also affected how they were being enforced, and there wasn't a concern when I was appointed to that committee. I don't see it as being any different. So, I understand that that's a concern you have. I don't share that concern.

Mrs. Webster: Have you had a lot of talk or requests as a City for chickens? People want chickens? What's a lot to you?

President Anderson: Are you asking me?

Mrs. Webster: Yes.

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President Anderson: So, this is something that's come up several times, personally with me both when I ran for Council for my last election, it was something that I addressed when the State of Ohio also presented ordinances to try and overrule and set rules for chicken keeping at a State level. That was a prior Council. In terms of how many, I'm not sure I kept track of that. I can tell you what spurred me to add it to our agenda was after there were three different members of Council that spoke to me about it. At that point, when you have almost half a Council saying, "Hey, is there something we should do about this?", that at least seemed like something that was worth putting on the agenda to talk about.

Mrs. Webster: Why do people want the chickens?

President Anderson: Oh, I think you heard Mr. and Mrs. Miller.

Mrs. Webster: There are so many dogs and cats that don't have homes, why doesn't somebody choose a dog or a cat? I don't know. I don't understand it. They smell, they're going to bring coyotes, and then, if you've got a little dog next door, suddenly the coyote could get the dog, and, I just don't understand it. I don't understand the questioning, I don't understand the logic, the reasoning. I understand zero. And, if I've repeated something you said, I'm sorry, but, when you talk all the way down there, Mr. President, and I can't hear you.

President Anderson: I appreciate your comments. What we're talking about tonight is whether or not we should form a committee to look at the specifics. That committee would be charged with either increasing or loosening the restrictions. What's become clear from residents is that there's a desire to look at it. The current code that addresses, in our Code it's called Husbandry of fowl, rabbits, or bees. And, it's Section 152.252 of the Residential Zoning Code. It's about 40 words long, and simply, it basically bans keeping of any of these animals unless you have a lot that's at least three acres. And, to my knowledge, there's no lots in Springdale that do that. So, they're effectively banned. And, that was done maybe ten plus years ago. So, the question before Council, the reason we're talking about it is should we look at updating that Code, not necessarily making it a wild west, but can it be updated in a way that's respectful to residents at all of their views. It is a change. Anytime we change Zoning Code, it impacts a lot of people in a lot of ways, and we don't take that lightly, which is why we're discussing it here to talk about talking about it, which sounds funny, is because in order to change Zoning Code, if Council is initiating a change, there's work that has to be done to investigate it, determine what they want; what the desire is, that Committee then has to come back to Council and share it's views, which may include drafting of potential ordinances or changes. At that point, Council, the typical process is that Council would then send that to Planning Committee for review, and get their opinion, which is another group of appointed residents and experts that can talk about what the impact would be on all the work they do with all of the other zoning and businesses and regulations around land use. Once they get that back, then Council would have the ability to act. So, it's not a "yes, no, in a week", Council would come back and say, "Chickens are great". This isn't going to change overnight, and that's what I want to make sure people understand. Administration is tasked with managing the laws as they are today. And, that doesn't change just because Council is deciding to look at it. Now, Administration certainly has options on what they can do in the meanwhile, but, if Council wanted to create this, and build this board to look at it. That's how it starts. So, this is just us doing our job. In fact, the Charter charges us to look at this as the environment changes. The Charter says Council shall look at land use. So, the question isn't if chickens are good or bad tonight. The question is, is Council comfortable with the 50 some words that resolve chickens based on how urban farming has changed over the years. I mean, the City of Cincinnati has enabled this. Glendale has.

Mrs. Webster: Nobody wants to live in the City of Cincinnati either.

President Anderson: So, let's keep the discussion on point for tonight which is, is there general belief that Council wants to investigate the issue.

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Mrs. Webster: But, where will it stop? You've got chickens, and then, because I read in this letter that, you know, eggs are expensive. What are we going to do? Milk is expensive, are we going to allow cows? I mean, this has got to stop somewhere. We live in a City. We don't live on a farm. We don't live in a township; we live in a City. And, we have rules and regulations. And, we should abide by those for the majority of the people in this City. Thank you.

President Anderson: So, Council is tasked with creating those rules and laws, and the question is, is it the desire of Council to investigate changing this one? So, are there other questions or discussion about this item? (None) So, at this point, knowing that there have been several Councilmembers that have asked for this, as well as residents that have asked us to at least formally say whether we want to take a look at this. What I'm doing now is making a motion to form a special committee for the specific purpose to investigate, and recommend back to Council as a whole, updates to our Code of Ordinances to clarify and/or modify our Code. Permitting or further restricting what is now commonly referred to as urban farming referenced as husbandry in our current Code, Chapter 153.252 Residential Zoning Code, Section C, including fowl, rabbits, and bees in part, or as a whole, as well as related sections as determined by this new special committee, which will be called Urban Farming Special Committee. This special Committee shall follow established processes and best practices including involving Planning Commission, and City Administration, and its relevant departments where practical. With the consent of Council, the special Committee members would include Councilmember McFarland as Chairperson, and Councilmember Dan Jacobs as member. Is there a second?

Mr. Gleaves: I second.

President Anderson: Alright, motioned and seconded. At this point, I'll open it up for discussion on the motion to create the Committee and staff the Committee.

Mr. Vanover: It's a procedural question for Mr. Braun. I don't ever recall a motion being made from the President's seat.

President Anderson: I'll certainly let Mr. Braun respond, but, I can tell you when I reviewed Robert's Rules of Orders and Small Boards, it's permitted. If it's an issue for Mr. Braun, we can certainly retract it, and, do it separately.

Mr. Braun: Robert's Rules will allow it to happen. We typically don't do it that way, but it was seconded. I mean, you could move to have someone else if it's a concern for Council.

President Anderson: Well, I'm happy to manage that if you'd be more comfortable. The Chair is looking for a motion that says as referenced before. So, at that point, if anyone would want to make the motion as I described, we would do that, and then second. So, the Chair is looking for a motion that says as stated previously. And, if you confirm with that, you would say, "So moved".

Ms. McFarland: So be it.

President Anderson: Is there a second?

Mr. Gleaves: Second.

President Anderson: Moved and seconded. Any discussion or discussion or questions about forming the committee as described. And, the reason for Council's benefit, the reason it's being done that way, the President of Council has the ability to form committees independently. So, the committee exists. The Charter requires the consent of Council to staff the committee. So, the reason that that was a long motion was to help the committee when they start to know what their scope of work was. One of the things that we struggled with a little bit in the first meeting for the Rental Program Committee, we spent a lot of time describing what our scope was. And, it turned out to be a very effective committee and has been because we were able to focus on two very specific areas. And, we created very specific ordinances, such as the nuisance ordinance, which has helped the City. So, the reason that I made that motion that sounds long, is to help the committee when it forms. It's certainly that committee's ability

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President Anderson (continued): inside of that scope to do whatever work it feels necessary to achieve that goal. But, the Charter does require consent of Council to staff the committee, which was included. So, other discussion or questions?

Mrs. Sullivan-Wisecup: I just want to remind everybody again, because I know that some people said that they couldn't hear everything, even if there is a committee, they don't decide if we have chickens or not. I want to make that very clear because I think that some people might get confused about that. That's not what it means. It means that they're going to have a discussion. If you're changing zoning, like he said before, it goes through a whole entire process, so, there's a lot of voting that's going to go on before it even comes to us. Again, if it comes to us again. So, just know if this is formed, it doesn't mean that there will be chickens, there will not be chickens, there will be kangaroos. There's nothing said yes or no. It's saying there's a committee and it goes from there through the process of whatever it may or may not do.

President Anderson: Thank you Mrs. Sullivan-Wisecup. One thing I'll mention is one of the reasons that I'd indicated those members as my preference for the committee is because Ms. McFarland currently serves on Planning Commission as one of our representatives, which makes her uniquely qualified to interact with them, and make sure that they stay informed and involved. She was also one of the members that, when I was talking to her about what she learned when she was talking with residents during the recent campaign, because you interact with a lot of people when you're campaigning, you kind of get a feel for what's happening more so than when you're stuck up here so much, or focused. It was in a discussion with her on one of those outside views is, and that was something that she brought up as feedback that she'd gotten, so, I thought she was uniquely qualified for that space. And, Mr. Jacobs was another one that, because of his role on BZA, he sees how the ordinances are being interpreted, and, how they can affect residents. So, I feel like that's a benefit to him as a member. Additionally, he has a little bit more experience in Council. I didn't think it would be fair to have two new members do that out of the gate; have one more experienced member along with a newer member. It's important also to note all the members here will have an opportunity to share their views at different points. And, there's nothing preventing you from sharing information with the members of the committee outside of it, and inside their meetings. The other thing that I would share is if we do form the committee after we take the vote, that, to Mr. Vanover's point, and Administration's point, and also comments from the Law Director, that the committee should be aware of when there's currently actions happening inside of BZA, and not create a situation where they put themselves at risk. Just because we've created the committee doesn't mean that they have to meet tomorrow in advance of whatever happened. They can wait until after that action is completed, or work with the Administration to find out what works best with that group. They might have other actions that they're investigating, and they can work with that, and coordinate the best way to do that. This is going to take some time. This is just starting the process. So, I just wanted to share those thoughts. This wasn't just a "Hey, let's do it." This has been something that's been in discussions for some time.

Mrs. Webster: I had a question for Mr. Braun. If this were to come to pass where they allow chickens, what about if you live in an HOA. What happens then?

Mr. Braun: So, that's a good question. HOA's do, or commercial developments do have the ability to limit those, even if the City were to allow those. An HOA restriction is recorded on the property, so that would supersede any regulation.

Mrs. Webster: Okay. Thank you very much.

President Anderson: HOA's can be more restrictive, not less.

Mr. Braun: That's correct.

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President Anderson: And, that's a good point Mrs. Webster. There's certainly opportunity for certain divisions, if there were to be a change, that they could address that as their neighborhood. Right now, the Zoning Code affects everybody, so the question is, does it benefit the majority of the community to make a change. It doesn't mean that we're saying everybody has to have a chicken, or bees, or whatever it might be. And, we'll be doing this in such a way that there's plenty of notice and communication both to get feedback from the residents, and, if they want to form HOA's, they'll have that opportunity.

Mrs. Webster: I think there's only about four homeowner's associations in the City. I counted, and I think I only got four. I think that's right.

President Anderson: Other discussion or questions. Keep in mind, we're inside of a motion to create the special committee called Urban Farming Special Committee. And, that's only because I couldn't think of a better name, as Mr. Vanover mentioned earlier. At this point, Ms. Browder would you poll Council on the appoint of members to the Committee, which is already known as the Urban Farming Special Committee.

Motion to form a special committee for the specific purpose to investigate, and recommend back to Council as a whole, updates to our Code of Ordinances to clarify and/or modify our Code. Permitting or further restricting what is now commonly referred to as urban farming referenced as husbandry in our current Code, Chapter 153.252 Residential Zoning Code, Section C, including fowl, rabbits, and bees in part, or as a whole, as well as related sections as determined by this new special committee, which will be called Urban Farming Special Committee. This special Committee shall follow established processes and best practices including involving Planning Commission, and City Administration, and its relevant departments where practical. With the consent of Council, the special Committee members would include Councilmember McFarland as Chairperson, and Councilmember Dan Jacobs as member passes with six affirmative votes and one opposing vote (Webster).

President Anderson: The appointments of members McFarland, and Jacobs to the special committee Urban Farming Special Committee has been approved with six affirmative votes. And, we can kick that off when it's appropriate. Ms. McFarland, we can talk about the best ways to do that in the future. Thank you for that discussion and for keeping it on task as much as possible. I appreciate it. I know creating committees and rules is a new function we haven't done, I think, as this body yet. So, it's a little bit of a learning curve, and we'll work through that as best we can.

Meetings and Announcements

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

Mr. Gleaves: The next BZA meeting is scheduled for March 26th at 7:00 p.m. There will be a training session at 5:00 p.m. before the meeting. That's all I have.

Communications from the Audience

Mr. Webster: My name is Doyle Webster 12142 Peak Drive. I'd like to talk about two topics. First off, the litter on Ray Norrish Drive. When I had two good legs, I did a lot of walking on that street. As a matter of fact, I did a lot of cleaning up of the rubbish, and there's no doubt in my mind that is coming, you've got a long stretch there which there's no individual homeowner; it's just open land, if you will that borders the Crossings and the Gables, and some of the homes up there in where you live, and it's people that are coming and going to that apartment complex, and, it might be worth our while to have somebody talk to the ownership up there, the management, and say, "Look, you're really causing a nuisance to the City with all this garbage out here on the aprons." And that's exactly where it's coming from. I don't think necessarily it's coming from patrons that are leaving various restaurants around town. That's where it is. Maybe that would be worthwhile to approach them. Secondly, I have a question for Mr. Braun. The question of chickens; does it rightfully belong in the Zoning Code? Here's my concern. I've always been told that if you don't like something with the Zoning Code, you can go to BZA, you can get a variance. And, once you get the variance, it goes for the land, not

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Mr. Webster (continued): particularly with the people. So, if all that's true, then, that means that next Tuesday some homeowner is going before BZA to get the approval for chickens. Assuming that would be granted, that means forever and ever, whoever owns that property can have chickens. Well, that doesn't sound right. It sounds like there ought to be some other way to try to control chickens outside of the Zoning Code. That's my two cents worth.

President Anderson: Alright. You brought up two points, and, I think the first one about litter being a nuisance has brought to mind something else. As part of our nuisance ordinance, one part of that that we did through the Rental Program Committee, we did talk about litter originating from businesses being something that we can actually cite the businesses for as well if it's around their area, or, if we think that they're a nexus for that issue. So, that's something else that Administration could use if it's necessary, if, what you're saying is true. Just so people are aware, we do have an ordinance that helps with that to keep the businesses in line too. I think at the time, it was largely to make sure that businesses would provide enough waste receptacles to be responsible for their consumers, things like that. But, the nuisance ordinance should help with that as well.

Mr. Webster: Well, maybe we could threaten the apartment complex with a violation of the nuisance ordinance.

President Anderson: Well, and that's certainly something else that's possible if there's litter outside of a business, a business is responsible for that as well, and, if it's an ongoing problem, it's certainly something that was included, at least in the discussions we had when we created the nuisance ordinance. I think you were in the room for some of those discussions in the past. So, that was something I think that we did that was helpful for this that if it continues to be a problem we can deal with. Mr. Vanover, did you have a comment on that?

Mr. Vanover: Yes, well, one of the biggest banes to litter happened about the 1970's when we got rid of paper bags in grocery stores because they saw multiple lives after they were used, and we have these god-forsaken plastic bags. Just look on, you know, honeysuckle on (Interstate) 275. I've never seen a paper grocery bag hanging from a tree 30 feet up. But, the tree looks like it's decorated for Christmas with these plastic bags. And, they're all over, and, it's, you know, we use reusable bags, and it just, hopefully, the tide will turn, but, that was probably, that, and recycling the bottles. A number of us are old enough to remember that we paid for some of our childhood activities collecting bottles and taking them in. So, sometimes saving a tree doesn't save a tree. Thank you.

President Anderson: I'll add to the question about variances. Something that people might not be aware of with the Board of Zoning Appeals, if you come to the Board of Zoning Appeals and ask for an exception to the rules, like, for example, chickens, one of the things that we learned along the way certainly was hammered home while I was the Chair of that Committee, was there must be some special circumstance that the Board determines is relevant to that location in order to get that variance, which is why it gets typically tied to the property, because the special circumstances wouldn't change necessarily, even if the ordinances do.

Mayor Hawkins: And, along those lines that we're talking about Board of Zoning Appeals and process, and what have you, their job is to look at the law, the application, the "Duncan Factors" to see if there's a unique circumstance for that piece of property, whether it's the topography, whether it's the shape, you know, unusual, what have you. And, then, process-wise, I too was on Board of Zoning Appeals. What would happen is one of two things; a resident's variance was denied, I would oftentimes tell them, "Hey if this is something that is about really a change of law, it's not really about you having a special circumstance because it's been denied, then you need to talk to City Council about a change of law." Board of Zoning Appeals should not be making law; City Council makes law. So, the other part of that that we've dealt with before is we dealt with this with garages in a number of places. If BZA continues to grant variances over, and over, and over again for the same thing, then, they're essentially making law, at which point, City Council needs to revisit whatever that issue is, and look at changing that situation. So, you know, process-wise, it's important that residents understand what that looks like, and what that process looks like and that everybody who's on BZA understands what their job and role is. I know this will be I think their first meeting. They'll have training with regard to that, but, that process-wise is kind of what we're looking at. Thank you.

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President Anderson: Thank you Mayor Hawkins. I agree. I don't know if you saw my head shaking so much it almost fell off. We always said that if we couldn't change the law, especially to grant a variance on BZA, the answer was always, "If this is something you're concerned about, and you have other residents concerned about, coming to Council is exactly the right thing to do, which is what we're seeing tonight, so, I appreciate that. I know it feels a little different sometimes, but, that's what we're doing here, and that's why we're here.

Mr. Braun: I just was going to add that perhaps one of the charges for the new committee is to decide whether it is a zoning question, or should be a free-standing ordinance. When you search our Code, there are other provisions outside of zoning that address fowl, such as noise. It also talks about animals running free, which again, isn't land usage, so, I think maybe one of the challenges for the members of the new committee is to look at the issue of whether zoning is the appropriate route.

President Anderson: That's certainly why if you, when you go back and review the scope of the committee that was provided, it was to include not just that section that references in zoning, but also any related changes that would be needed, as Mr. Braun mentioned. And, I'm sure he'll be involved in several of the committee meetings along the way to help us with that from a legal standpoint since I don't believe anyone up here on Council is actually an attorney anymore. We lost our only attorney to the Mayor's office at the last election.

Mrs. Richardson: My name is Teri Richardson at 12194 Springdale Lake Drive. First, I'd like to thank the Council for taking seriously the issue of litter. I know in the hierarchy it might not rank high up, but, I think it's one of those things if left unchecked, could lead to other things, so, thank you for that, and looking into mitigative measures. So, one thing I would like to get a question, or maybe ask a question, or bring to your attention. So, if you've driven up or down 275 here lately, you've noticed a proliferation of the pear trees; the white trees. And, as you may or may not know, it's an invasive species. I know Ohio has recently issued a ban on the purchase of new ones, or the sale of new ones. I was wondering if the City has in place any type of mitigative measure, or plan to deal with what we have now. Because, looking at the number, they're going to continue to grow, and spread, so, that's just a question.

President Anderson: And, that's a good question. I'm not sure if Administration is prepared to answer that tonight. I know in the past in the Council chambers, we've had presentations from our Public Works Department that talked about our tree program, which is something that anytime developments come into the City of Springdale, one of the things they do as part of site development if they tear down trees, they pay into this tree program that we use then to plant like along the easements and other areas. There was a period of time where the City was actively replacing some of those Bradford Pear trees when they became invasive. I know the City stopped planting them several years ago, even prior to them being banned in Ohio. I know Mr. Agricola from Public Works came in and gave a presentation about different types of trees we should consider to be our preferred tree, and, I think the Zelkova tree is one of them that he had recommended at that time for Route Four, which is a very tall, it's better for trucking along that route. There's less trim needs; it's very tall branched. I happen to like those trees because I have two of them in my front yard, and I think they're beautiful, although some people feel they might be a little scraggly, I think they're go-getters.

Mr. Vanover: Well, part of the problem with those pear trees was when they were rolled out, we were told they were sterile. And, mother nature, to quote the commercial "It's not nice to fool mother nature", she will do what she's going to do. And, the proliferation is primarily from wildlife. And, you're right, and the best thing you can do is if you've got them popping up, we've got them popping up in the yard, in the back yard, and on beyond the fence, is take them out. As a matter of fact, this morning on I think on Channel 12, they recommended cutting them, and then treating the stump so that it wouldn't regenerate the suckers and stuff. But, yes, they are a nuisance. You used to, at this time of the year, if you saw a white tree, it was usually a dogwood. You don't see that now. So, yes, I completely agree, but, unfortunately, mother nature had a different idea on things, and, unfortunately, it's not the first time that something like that has happened.

Ms. Richardson: Okay. Thank you.

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Recap of Legislative Items

Mr. Jacobs: As you review your Internal Memorandum, Item Number I was addressed with Ordinance No. 16-2024; An Ordinance 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. That passed with a 7-0 vote.

Legislation in Development

Mr. Jacobs: Item Number II was addressed with two separate ordinances. Ordinance No. 13-2024, and Ordinance No. 14-2024; there was a first reading for each; Two Separate Ordinances Authorizing the Execution of Grant Agreements with the State of Ohio Department of Development for Participation in the Infrastructure Investment and Jobs Act State Energy Efficiency Program for Ohio Communities. And, Item Number III was addressed with Ordinance No. 15-2024; An Ordinance Declaring Certain City Property as Surplus Property and Authorizing the Sale, Disposal, or Transfer of Surplus Property. That also had its first reading. All other issues are forthcoming, unless Administration has anything. I apologize, also a committee was formed, and I don't have the official title of said committee.

President Anderson: Urban Farming Special Committee.

Mr. Jacobs: The Urban Farming Special Committee was created, and that was with a 6-1 vote.

Mr. Uhl: I do have one item of interest. For our two Council meetings in April, we will have public hearings at both of these meetings for the Community Development Block Grant, where we'll hear community feedback on how they would like us to apply for some of these grant funds that are available. These grants specifically are administered by the Community Development Department of Hamilton County, and they make funds available for eligible local governments for housing, economic development, public facilities, public infrastructure, and planning activities with the principal purpose of benefitting low to moderate income persons. So, we will have our first hearing on April 3rd at the Council meeting, and then, our second on April 17th. We'll provide a little bit more information at the April 3rd meeting as well.

Mr. Jones: I'll defer to the Mayor first.

Mayor Hawkins: First thing is Council to consider summer session; we're here at the end of March, and, so, typically as we go through the summer months, we'll have usually one meeting a month instead of two unless something comes up and we need to have a special meeting, but, something for Council to consider. Administration had gone through some checks with regard to issues that we thought may be involved where we're clear to be able to do a summer session schedule if Council sees fit. You don't have to make that decision today, but figure that it's something that you should be thinking about so when we come back maybe the first meeting of April, Council has thought about that and making some decisions as people make plans for the summertime. The other thing is, I know you got an email from Ms. Browder. I think I sent everybody an email as well, and we don't have Kathy McNear here to remind us each meeting. Make sure you take care of your ethics things, if you have not already. I know I did mine. It's done. I used to joke with Ms. Emerson always in terms of who had not taken care of theirs yet. But, make sure you take care of that. It impacts everybody because it starts even in December of 2023, so, make sure you get that taken care of. Thank you.

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Mr. Jones: Just one more piece to that. We are also required to notify last year's elected officials and we did that today. So, both Mr. Ramirez, and Mrs. Ghantous, and is there anyone else? Thank you very much. Oh, and Mayor Webster.

Adjournment

President Anderson: With consent of Council, all we have before us is Item 16.

Mrs. Sullivan-Wisecup: Move to adjourn.

President Anderson: Alright we're adjourned. Thank you everyone.

Council adjourned at 8:50 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	11700 Springfield Pike, 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 – 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")

<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 _____, 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. 17-2024

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY ASSOCIATED WITH THE NORTHLAND BOULEVARD RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the City of Springdale (the “City”) seeks to purchase portions of real property needed in order to complete the road construction project along Northland Boulevard (the “Project”); and

WHEREAS, the City has reached an agreement with the owners of the property to be purchased in order to complete the Project.

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

Section 1. The City of Springdale City Council hereby authorizes the Mayor and City Administrator to enter into agreements to purchase the needed portions of the real properties identified in the attached Exhibit A which is incorporated herein by reference. These properties are needed by the City in order to complete the road construction project along Northland Boulevard.

Section 2. The Mayor and City Administrator are authorized to execute any and all documents needed in order to complete the purchase of the properties identified in the attached Exhibit A.

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.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the emergency is the need to complete these acquisitions in order to meet property acquisition deadlines associated with the Northland Boulevard road project.

Passed this _____ day of April 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

**Exhibit A Ordinance 17-2024
Northland Blvd. Project - Right-of-Way Summary**

Parcel #	Name of Owner	Physical Address of Property	HC Auditor's Parcel No.	Ordinance 17-2024 Settlement Amount	Ordinance 12-2024 Settlement Amount	Ordinance 01-2024 Settlement Amount	Ordinance 52-2023 Settlement Amount
001	Kikko Properties Ohio, LLC	400 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0148-00	\$ -	\$ 10,500.00	\$ -	\$ -
002	Pavan of Ohio, LLC	11444 Springfield Pike, Springdale, Hamilton County, Ohio 45246	599-0042-0161-00	\$ -	\$ -	\$ 949.00	\$ -
004	Cobblestone Street II, LLC	11424 Springfield Pike, Springdale, Hamilton County, Ohio 45246	599-0042-0157-00	\$ -	\$ -	\$ -	\$ 3,255.00
005	Kurman Properties, LLC	370 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0135-00	\$ -	\$ -	\$ 2,260.00	\$ -
007	Daniel Comer, Trustee	365 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0172-00	\$ -	\$ -	\$ -	\$ 1,106.00
008	Chinar Management, LLC	290 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0310-00	\$ -	\$ -	\$ -	\$ 1,000.00
010	Pretzel Baron Properties, LLC AKA Ditsch USA, LLC	311 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0156-00	\$ -	\$ 3,411.00	\$ -	\$ -
011	Springdale Office Center Co., LTD	230-270 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0182-00, 599-0042-0196-00, 599-0042-0197-00	\$ 59,893.00	\$ -	\$ -	\$ -
012	Steven Dehamer	301 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0189-00	\$ -	\$ 3,116.00	\$ -	\$ -
013	Springdale Warehouse Center Co., LTD.	285 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0193-00	\$ 3,308.00	\$ -	\$ -	\$ -
014	HL Property MGMT, LLC	271 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0190.00	\$ -	\$ -	\$ -	\$ 2,296.00
015	Springdale Warehouse Center Co., LTD.	245 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0184-00	\$ 3,525.00	\$ -	\$ -	\$ -
016	RJR Real Estate, LLC	225 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0173-00	\$ -	\$ 9,166.00	\$ -	\$ -
017	Northland Properties, Ltd.	200 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0158-00	\$ -	\$ -	\$ -	\$ 21,484.00
018	Decastro Management LLC	150 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0188-00	\$ -	\$ 43,988.00	\$ -	\$ -
019	Kemba Credit Union, Inc.	211 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0175-00	\$ -	\$ -	\$ -	\$ 5,380.00
020	The Huntington National Bank	199 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0176-00	\$ -	\$ 10,752.00	\$ -	\$ -
021	Sweeney Northland Realty, LLC	169 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0044-0023-00	\$ -	\$ -	\$ 11,748.00	\$ -
022	Compass Community Church	161 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0042-0021-00	\$ -	\$ -	\$ -	\$ 1,630.00
023	Darly's Real Estate, LLC	157 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0044-0024-00	\$ -	\$ 1,430.00	\$ -	\$ -
024	Homefront Nursing LLC	149 northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0044-0011-00	\$ -	\$ -	\$ -	\$ 4,502.00
025	Sweeney 135 Northland, LLC	135 Northland Boulevard, Springdale, Hamilton County, Ohio 45246	599-0044-0046-00	\$ -	\$ -	\$ 15,294.00	\$ -
026	Nisvet Property Holdings LTD.	115 W Kemper Road, Springdale, Hamilton County, Ohio 45246	599-0044-0046-00	\$ -	\$ -	\$ -	\$ 5,810.00
027	Denis D. Behm	11407 Landan Lane, Springdale, Hamilton County, Ohio 45246	599-0042-0191-00	\$ -	\$ 408.00	\$ -	\$ -
				\$ 66,726.00	\$ 82,771.00	\$ 30,251.00	\$ 46,463.00