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## Agenda

1. **Open Meeting**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Minutes**

Council Minutes of February 21, 2024 (*draft in progress*)

5. **Communications**

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

7. **Ordinances and Resolutions**

[Ordinance No. 08-2024](#)

[AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SWMSAFE POOL MANAGEMENT, INC. AND DECLARING AN EMERGENCY](#)

[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](#)

[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](#)

[Ordinance No. 12-2024](#)

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

8. **Executive Session**

9. **Old Business**

10. **New Business**

11. **Meetings and Announcements**

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

13. **Update on Legislation Still in Development**

14. **Recap of Legislative Items Requested for Next Council Meeting**

15. **Adjournment**

**ORDINANCE NO. 08-2024**

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

WHEREAS, the City of Springdale (the “City”) seeks to enter into an agreement with Swimsafe Pool Management, Inc. to have them manage, operate, and maintain the swimming pools located at the Springdale 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 an agreement with Swimsafe Pool Management, Inc. in the amount of \$199,330.00 to have them manage, operate, and maintain the swimming pools located at the Springdale Community Center (the “Agreement”). 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.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the emergency is to return the agreement within the time frame required by the contractor to ensure pricing and availability in preparation for the upcoming swim season.

Passed this \_\_\_\_\_ day of March, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



## **SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT**

This Swimming Pool Management and Maintenance Agreement (the “Agreement”) is made and entered into on this \_\_\_\_ day of March, 2024 (the Effective Date”) by and between **SWIMSAFE POOL MANAGEMENT, INC.** (“SSPM”), an Ohio Corporation, and **CITY OF SPRINGDALE, OHIO** (“Client”).

### **PURPOSE OF AGREEMENT**

SSPM is in the business of managing, operating and servicing community swimming pools and pool areas.

Client is a municipality that owns and operates a swimming pool and related fixtures, amenities and equipment (the “Pool”) for its members and their guests (collectively, the “Members”) and is seeking to retain SSPM to provide pool management, maintenance, operation and related services on its behalf at the Pool.

The purpose of this Agreement is to state the terms and conditions under which SSPM proposes to and will provide Client Pool management, maintenance, operation and other reasonably related services as defined within this Agreement (the “Services”).

In consideration of the mutual covenants set forth below, the parties agree as follows:

### **1. PROPOSAL EXPIRATION OPTION**

(a) This document is an offer by SSPM to Client to provide management, maintenance, operation and related services at Client’s Pool. The parties agree that, until executed by Client and delivered to SSPM, SSPM shall have no obligation under this Agreement. By executing this Agreement (prior to any withdrawal by SSPM), Client agrees that the terms and provisions of this Agreement will become binding upon it and this Agreement will be in full effect for the Term as stated in Section 3(a).

### **2. COMPENSATION; PAYMENT SCHEDULE AND FEES**

(a) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$199,330.00** and Client will pay this amount in accordance with the schedule set out in Exhibit “A.”

(b) For each operational day/hour that SSPM chooses to shorten or reduce operational hours on any particular day, four hundred dollars (\$400.00) per operational day or fraction of a day thereof shall be credited to Client. SSPN shall not shorten or reduce operational hours on any particular operational day or fraction thereof, unless circumstances beyond the control or obligation of SSPM, such as inclement weather, or similar circumstances cause the rendering of pool services according to this Agreement unnecessary, impractical, unsafe, or impossible.

(c) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit "A". Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of the same.

### **3. TERM OF AGREEMENT**

(a) This Agreement shall commence on the 7<sup>th</sup> day of March, 2024 and terminate on the 31st day of December, 2024 (the "Term"). SSPM and Client may terminate this Agreement at any time by mutual written agreement upon such terms as shall be set forth in such termination.

(b) Upon termination of this Agreement for any reason, SSPM shall cooperate in transitioning its responsibilities to Client, or any other person or entity selected by Client to assume administration of such responsibilities.

(c) This agreement may be renewed, by mutual written agreement between SSPM and Client by September 15th of the current year, for 1 year terms, with any revisions noted in written agreement. Any renewal agreements will become a binding part of this agreement.

### **4. SCOPE OF SSPM SERVICES**

(a) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the "Services"). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(b) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool's pH, alkalinity, calcium hardness and stabilizer within the following parameters:

1)	FREE CHLORINE	1.0 TO 5.0 PPM
2)	PH	7.2 TO 7.8
3)	TOTAL ALKALINITY	80 TO 120 PPM
4)	CALCIUM HARDNESS	150 TO 300 PPM
5)	CYANURIC ACID	LESS THAN 100 PPM

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log.

**(c) PRE-SEASON SERVICES: CITY**

Client will prepare the Pool prior to the swim season as reasonably required by completing the following services including, without limitation: (a) drain, clean and vacuum the entire pool; (b) reassemble all pumps and filters; (c) start all pool systems, check pool water chemistry, and make necessary adjustments to assure proper water quality; (d) clean, organize and place furniture around Pool, install umbrella awnings, etc; (e) clean pool area inside and around fence; (f) clean bathrooms; and (g) schedule and pass local health department inspection.

**(d) PRE-SEASON SERVICES: SSPM**

SSPM will prepare the pool prior to the swim season as reasonably required by completing the following services including, without limitation: (a) restock maintenance supplies and bathrooms; (b) inventory and restock safety equipment such as MSDS sheets, first aid supplies, and lifeguard equipment; (c) clean prepare concession area; (d) stock concession stand (city to be invoiced for concession stand stock/supplies); provided however, that SSPM shall under no circumstances be responsible for any construction, demolition, repair, landscaping, or other improvements to the pool or accessory structures.

**(e) SWIM-SEASON SERVICES**

The Swim-Season will begin when the pool is open on Memorial Day weekend of each year. During the Swim-Season, SSPM will reasonably maintain and operate the Pool by completing the following Services as necessary: (a) maintain Water Quality of the Pool in accordance with all applicable governmental rules and regulations (b) skim water surface to remove floating matter as necessary, but at least once a day; (c) brush walls of swimming Pool, as needed; (d) clean gutters in the Pool; (e) vacuum entire Pool at least once weekly, and more if needed; (f) check pumps, strainers, and filters daily; (g) clean Pool, empty trash containers and place trash on curb or in dumpsters for pickup on days designated by Client; (h) clean and maintain restrooms; (i) clean and maintain guardroom, chemical room and pump room daily; (j) maintain and store in their location all safety and maintenance equipment; (k) organize and keep Pool furniture clean and orderly; (l) enforce Pool rules and regulations; (m) all completed Swim Season Duties will be recorded daily in the Pool's log.

CONCESSION STAND. SSPM is responsible for the operation of the concessions for the Pool. It will be responsible for ordering, stocking, inventory control, and daily banking of income. All products purchased will be reimbursed back to SSPM at cost for concessions. A snack bar manager will be hired to oversee the snack bar operation. This person will demonstrate ownership for the snack bar and be responsible for ordering, operations, financial deposits and high standards of cleanliness. An accounting of products purchases and expenses will be provided to Client as part of the reimbursement.

SUPERVISION. SSPM management personnel will inspect the Pool at least four (4) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction.

(f) **CLOSE OF SEASON SERVICES**

After the swim season, Client will complete the following services:

- (a) thorough cleaning of the bathhouse, mechanical pump rooms, guard rooms and storage areas;
- (b) stacking and storing all pool furniture;
- (c) secure/store chairs, guard chairs, ladders, diving boards, tables, umbrellas, and all moveable pool items
- (d) winterize all circulation equipment; for all pools, and all components at the swimming pool (including inside of concession area), i.e. toilets, showers, pools, water heaters, drinking fountains, wash basins, hot water heaters, pool heater/boiler.

**5. CLIENT'S RESPONSIBILITIES AND OBLIGATIONS**

(a) Cooperation: In order for SSPM to provide the level and quality of Services under this Agreement as expected by Client, SSPM will expect the cooperation of Client. Client therefore agrees to: 1) make available to SSPM personnel access to the Client's Pool facilities as necessary to provide Services; 2) respond to all reasonable requests of SSPM to facilitate performance of the Services; 3) provide good faith cooperation reasonably necessary for SSPM to perform the Services; and 4) comply with all governmental rules and regulations applicable to the Pool.

(b) Client will comply with or provide and maintain the following as the case may be: 1) an approved chemical circulation system to maintain Pool chemistry and Water Quality; 2) a working telephone at the Pool; 3) post all Pool rules and regulations in a conspicuous place and manner; 4) support SSPM in the enforcement of all Pool rules and regulations, which enforcement includes temporary or permanent expulsion from the Pool of any individual who fails to comply with a Pool rule or regulation; 5) deliver a copy of all Pool rules, regulations and guest policies to each Member; 6) all Pool enclosures, fences and gates adjacent to or comprising the Pool area pursuant to all applicable governmental rules and regulations; 7) three (3) sets of keys to all doors and gates; 8) shall provide and maintain the Pool and accessory structures in a

safe and reasonable condition and shall foster a safe and cooperative working environment for SSPM's employees during and after regular Pool hours of operation; and 9) at Client's expense, all utilities, telephone service, water, trash collection and concession stand stock/supplies.

(c) Non-Solicitation: SSPM will invest substantial time and resources to train and convey operational techniques and management procedures to its employees for providing Services under this Agreement and Client acknowledges that such investment and information is a valuable asset of SSPM. Client agrees not to hire, consult or otherwise employ any current or past employees of SSPM during the term of this Agreement and for a period of one (1) year after the termination of this Agreement. Any SSPM employee who was previously employed with Client, or originated as an applicant through the Client, shall not be subject to the non-solicitation restrictions contained in this section.

## **6. SCHEDULE AND STAFFING**

(a) SSPM will provide a pool manager, lifeguards and other personnel as reasonably required to operate the Pool in accordance with the Pool schedules, hours of operation, and staffing requirements as shown on Exhibit "B." Client agrees to not open the Pool outside of the time periods as stated in Exhibit "B". Client further agrees to reimburse SSPM for all additional expenses SSPM incurs to operate or maintain the Pool due to or caused by Client allowing the use of the Pool outside the hours of operation as stated on Exhibit "B."

(b) Adult Swim: Once every hour the Pool will be cleared for a period of fifteen (15) minutes for an adult swim.

(c) Amendment or Modification: Pool schedules, hours of operation, or staffing requirements may be amended or modified upon the mutual agreement of the parties. Any amendment or modification will be in writing, signed by both parties and attached as an addendum to this Agreement and incorporated into this Agreement with full affect. The parties agree that any amendment or modification will be in accordance with the additional fees or itemized fees as shown on Exhibit "A", if applicable, or at a mutually agreed to fee or charge taking into consideration SSPM's costs or expenses for implementing the amendments or modifications. Any additional fees or charges will be invoiced to Client as incurred on a monthly basis pursuant to Section 2 of this Agreement.

## **7. POOL CLOSING**

(a) SSPM may close the Pool in an emergency, because of any failure or threatened failure of Pool equipment or for other unforeseen causes outside SSPM's control. The date on which the Pool is closed for any reason under this section will be the Pool Closing Date. The Pool may be closed by SSPM for the following:

(1) Emergency Closing: SSPM reserves the right to close the Pool if, in SSPM's personnel's reasonable belief, there is a threat to the safety or welfare of Members which may result from (without limitation): inclement weather, such as

thunder, lighting, heavy rain or wind, or hazardous weather advisories, or contamination. SSPM personnel will reasonably attempt to contact Client's Representative if it is necessary to close the Pool early.

(2) Breakdown and Repair of Pool: In SSPM's best judgment, SSPM reserves the right to close the Pool due to a breakdown of the Pool including, without limitation, the Pool: 1) is inoperable for whatever reason; 2) requires repairs that must be performed during Pool hours of operation; 3) must be drained of water, or 4) requires Servicing after a Breakdown or Repair.

(b) 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 below.

(c) Should a time lapse of more than then fourteen (14) days from the Pool Closing Date be necessary to perform repairs and/or restore the Pool to normal operations, beginning on the fifteenth (15th) day, SSPM shall refund to Client ½ percent (0.5%) per day of the total Agreement compensation. If the Pool is not opened for normal operation within twenty-eight (28) days after the Pool Closing Date the Client may cancel this Agreement by giving seven (7) days advance written notice to SSPM after the twenty-eighth (28th) day.

## **8. SSPM PERSONNEL**

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Personnel Approval or Dismissal: All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal of any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

(c) Certification: All lifeguards employed by SSPM shall have current StarGuard Elite or American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates,



or equivalent Lifeguard Training Certificates as stated by the Ohio Board of Health, such as YMCA, Ellis and Associates or Boy Scouts of America.

(d) Identification: Lifeguards and other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying SSPM's name and/or logo.

(e) Authority: To create a safe and enjoyable swimming experience, Lifeguards shall have the authority to discipline all individuals, including expulsion, who use the Pool and will do so within the Lifeguards' best judgment and sole discretion and will be consistent with all published and posted rules of the Pool and minimum safety standards. When concerns arise related to the operation of the Pool that need to be addressed, the parties agree to meet and discuss them in a timely manner.

## **9. ADDITIONAL FACILITIES**

(a) In addition to the maintenance to be performed upon the Pool, SSPM will maintain a Wading Pool and its pump, filter, and chemical feeders to maintain Water Quality.

(b) Client acknowledges that neither the parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM.

(c) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

## **10. REPAIRS AND EQUIPMENT**

(a) SSPM will supply all necessary personnel and chemicals to provide Services. Because equipment breakdowns cannot always be foreseen, Client agrees that any materials and repairs necessary for the proper operation of the Pool, which are outside the scope of SSPM's Services, shall be charged to Client. SSPM assumes no liability or responsibility for Water Quality or Pool maintenance due to inclement weather, breakdowns of Client's Pool, during periods of repair, or other unforeseen reasons causing damage to the Pool, and SSPM shall not be responsible or liable to Client for a Pool Closing due to a Breakdown or Repair. SSPM will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the Pool to pre-construction condition, the cost of these services and chemicals will be charged to the Client. SSPM may close the Pool under this Section and Section 7 (Pool Closing) of this Agreement shall apply.

(b) SSPM shall have authority to replace, repair or obtain the services of third parties to replace or repair Pool equipment for all repairs that are equal to or less than \$150.00 without the prior approval of Client. Such items will be billed separately to Client. Client must provide

written approval for any repair expected to cost more than \$150.00, except when repairs are immediately required to prevent further damage to the Pool or when SSPM reasonably believes there is an immediate need or emergency situation, or SSPM is unable to reasonably contact Client's Representative.

(c) Any repairs required as the result of SSPM's negligence shall be done at SSPM's expense.

#### **11. SIGNAGE AND POSTING OF RULES**

SSPM shall be permitted to display a sign at the Pool in a conspicuous place and the sign will state SSPM's name, address and phone number and will designate SSPM personnel as being responsible for the safety and welfare of users, the quality of the Pool and performance of SSPM personnel.

#### **12. DAMAGES DUE TO VANDALISM, WEATHER, AND ACTS OF GOD**

(a) SSPM shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the Pool or related facilities, and SSPM shall not be responsible for any additional expenses to restore Pool to working order. SSPM shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to Client's Representative prior to undertaking any repairs.

(b) In the event of vandalism or mischief, inclement weather, or Acts of God, SSPM personnel will take steps reasonably necessary to prevent damage to the Pool, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages.

#### **13. CHEMICAL AND MAINTENANCE SUPPLIES**

(a) SSPM will provide Pool chemicals including **chlorine tablets, liquid chlorine, muriatic acid, sulfuric acid, stabilizers, calcium chloride, soda ash, sodium bicarbonate**, and other chemicals needed for normal Pool operation and to maintain Water Quality in a safe and sanitary manner.

(b) SSPM will provide miscellaneous supplies including pool test equipment and reagents and restroom cleaning materials.

(c) Client will provide operating supplies including toilet paper, paper towels, trash bags and hand soap for restrooms.

(d) Any other supplies not specifically set forth in this section to be used at the Pool through the term of this Agreement shall be furnished by Client or at Client's expense.

**14. CLIENT SAFETY AND MAINTENANCE EQUIPMENT**

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

**(a) Safety Equipment**

Rescue tube (one per lifeguard)  
Backboard with appropriate securing material (3 straps/head immobilizer)  
Lifeguard Stand  
Umbrella for Lifeguard Stand (one per stand)  
Ring Buoy and Line  
Shepherds Crook  
Fiberglass Reach Pole  
First aid kit (meeting OSHA standards)  
Blood-borne pathogens kit  
Safety goggles  
Rubber gloves  
Fire extinguisher

**(b) Maintenance Equipment and Supplies**

12' – 24' extension pole  
Commercial vacuum head  
Leaf eater with fine mesh bag  
50' commercial 1-1/2" vacuum hose  
12" or longer nylon brush  
12" or longer stainless steel bristle brush  
clock  
commercial skimmer net  
mops, brooms, and dust pan  
garden hose and nozzle  
deck squeegee  
trash receptacles (with lids)  
algaecides  
flying insect spray, etc.

**15. SWIMMING LESSONS**

(a) SSPM shall be permitted to provide swimming lessons at the Pool. SSPM will charge fees for swim lessons as shown below. Client must be given advance notice of any lessons to be held at the Pool and reserves the right to reasonably deny the use of the Pool that are not primarily for the benefit of Members. Each swim lesson student will pay the cost of lessons directly to SSPM and SSPM shall use the revenue to pay swim instructors salaries. All swimming

lessons offered by SSPM shall be held outside the normal hours of Pool Operation as listed on Exhibit "B." Swimming lessons will not interfere with the Services SSPM has agreed to provide under this Agreement. The swimming lesson fee schedule and structure is as follows:

(b) Group lessons will be available on the basis of eight (8) classes of thirty (30) minutes each (a "Session"). Lessons will run Monday – Thursday for two consecutive weeks. Four sessions will be provided. No more than eight (8) students may be enrolled in each class. All students wanting to participate will be accommodated. The cost is a minimum of \$35.00 per student for a session as defined above. Any session that exceeds the above specifications to be mutually determined by SSPM and Client.

## **16. INSURANCE**

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, evidence that any and all such coverage is in full force and effect, and acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or canceled prior to its expiration date.

(b) SSPM shall provide the following:

- 1) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 2) General Liability Insurance in the amount of \$10,000,000;
- 3) Professional Liability Insurance in the amount of \$10,000,000.

(c) The Client shall maintain the following:

- 1) Premises liability insurance; and
- 2) Comprehensive general liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 each person

## **17. INDEMNIFICATION**

SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

## **18. NOTICES**

All notices required or permitted under this Agreement shall be deemed given if delivered personally or if mailed by certified mail, return receipt requested, to the address set forth below. Delivery shall be deemed satisfactorily made if such notice is actually received by mail or private

courier at such address. If a party changes such an address, such party shall notify the other party of it by the notice procedures of this paragraph.

**SSPM:**           **SWIMSAFE POOL MANAGEMENT, INC.**  
**107 Commerce Drive, Loveland, OH 45140**  
**(513) 755-7075**

**Client:**           **John Jones, City Administrator**  
**11700 Springfield Pike, Springdale, OH 45246**  
**(513) 346-5745**

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

**SSPM's Representatives:**

Name:     Shane Wiggins  
Phone No.: 513-755-7075

**Client's Representative:**

Name:     Charlie Wilson  
Phone No.: 513-346-3910

**19.    ENTIRE AGREEMENT, MODIFICATION AND EFFECT**

This agreement with exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, relationships or negotiations, written or oral. This Agreement may not be modified or amended unless the parties give mutual written consent. This Agreement shall be binding upon and inure to the benefit of SSPM and Client and to their respective successor and assigns.

**20.    GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

**21.    SEVERABILITY**

If a Court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement is unenforceable it shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

**22. CAPTIONS/ HEADINGS**

The captions or headings of this Agreement are for convenience of reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.

**23. WAIVER**

The failure of either party to enforce or require performance of any provision in the Agreement shall not operate as a waiver or affect the right of the party to enforce any provision at a later date. Any delay or accommodation of SSPM in the collection of any amounts due under this Agreement, or any amendments or modifications, shall not be a waiver of SSPM’s rights to demand payment of any amounts owed by Client under this Agreement.

**24. PROVISION FOR CHANGES IN FEDERAL LAW**

If Federal Law raises the minimum wage above the Ohio Minimum Wage (which adjusts annually for normal cost of living), or the State of Ohio adjust its minimum wage by more than 3 percent (3%), during the period of the contract, SSPM will present these additional cost to the Client. The Client, at its sole discretion may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

**25. OPTION IN THE EVENT OF COST INCREASE(S)**

If there is an increase of ten percent (10%) or more in any costs (including necessary wages paid to pool staff, chemicals, supplies, etc.) related to this Agreement, SSPM may present to Client a reasonable increase in the price of this Agreement based solely on SSPM’s additional costs for providing the services stated herein. The Client, at its sole discretion, may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

(Signatures on Next Page)

**EXHIBITS**

**Exhibit “A”** - Fee Schedule

**Exhibit “B”** - Pool Schedule, Hours of Operation, Staffing and Pool Parties

**Exhibit “C”** - Schedule for Events

**CITY OF SPRINGDALE, OHIO**

**SWIMSAFE POOL MANAGEMENT**

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Braun, Law Director

**ADDITIONAL TWO YEAR OPTION:** By initialing below, on or before September 15, 2024, Client elects to make this a two-year agreement, at a price of \$199,330.00 for year 2025 (May 24-September 1). Client Initial Here \_\_\_\_\_

**EXHIBIT "A"**  
Fees and Payment Schedule

**CITY OF SPRINGDALE**

**Year 2024**

<b>Month</b>	<b>Monthly Total</b>
<b>January</b>	\$ .00
<b>February</b>	\$ .00
<b>March</b>	\$15,000.00
<b>April</b>	\$23,000.00
<b>May</b>	\$35,000.00
<b>June</b>	\$39,000.00
<b>July</b>	\$39,000.00
<b>August</b>	\$39,000.00
<b>September</b>	\$9,330.00
<b>October</b>	\$ .00
<b>November</b>	\$ .00
<b>December</b>	\$ .00
<b>TOTAL</b>	<b>\$199,330.00</b>



## EXHIBIT "B"

### Pool Schedule, Hours of Operation, Staffing and Pool Parties

#### May 25, 2024 through September 2, 2024

	<b>Pool Operation</b>	<b>Concession Operation</b>
Monday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Tuesday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Wednesday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Thursday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Friday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Saturday	12:00 pm to 6:00 pm	12:00 pm to 6:00 pm
Sunday	12:00 pm to 6:00 pm	12:00 pm to 6:00 pm
Memorial Day	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
July 4 <sup>th</sup>	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Labor Day	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm

**School Days:** Beginning August 5<sup>th</sup>, the pool will be closed on weekdays. Pool will be open normal hours on weekends and Labor Day.

#### After Hour Parties

Client to select up to four (4) after hour parties from 8:00 pm - 10:00 pm with 3 weeks prior notice of event dates.

#### Staffing:

- One (1) Pool Manager or Assistant Manager will be on duty during all hours of operation specified above. The designated Manager on duty will not be part of the Lifeguard rotation.
- Up to eight (8) lifeguards will be provided during all hours of operation specified above.
- Lifeguards and Manager will be provided at no additional cost to the Client for swim team practice, swim lessons, home swim meets and water aerobics even when they occur outside the hours of operation specified above. A schedule of these activities is attached as "Exhibit C."
- One (1) front desk attendant will be provided during all regular hours of operation specified above.
- Two (2) concession attendants will be provided during all regular hours of pool operation specified above. One of the two employees will be a concession manager.

#### Pool Party Fee Schedule/Structure

**After hours Pool parties** will be provided by SSPM's lifeguards for Clients parties that go beyond the normal hours of operation (i.e., Family Party). SSPM shall bill Client for After-hours Pool

parties at a rate of \$30.00 per hour per lifeguard or manager. This allows SSPM to pay lifeguards time and a half for working beyond normal hours of operation at the pool. All SSPM insurance shall apply to Pool parties.

## **“EXHIBIT C”**

### Schedule for Events

#### **Kid Swim Lessons**

Kids swim lessons take place 10:00 a.m. to Noon  
Each Monday through Thursday  
June 3, 2024 through June 27, 2024  
July 8, 2024 through August 1, 2024

#### **Adult Swim Lessons**

One adult swim lesson session consisting of two classes for thirty minutes each  
one night a week for eight weeks during regular pool hours.

The exact dates for the classes will be provided when the schedule is finalized.

#### **Swim Team Practices**

Swim team practices Tuesday May 28, 2024 through Friday May 31, 2024  
from 11:00 a.m. to 12:00 p.m.

Swim team practices Monday through Friday, Monday June 3, 2024  
through Friday July 12, 2024 from 7:15 a.m. to 9:55 a.m.

#### **Swim Meets**

There are four home swim meets

The exact dates will be provided when the schedule is finalized

#### **Adult Water Aerobics**

Occurs one hour a week on eight scheduled Saturdays

The exact dates will be provided when the schedule is finalized

**ORDINANCE 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**

WHEREAS, the Council of the City of Springdale, Ohio (the “Council”) passed Resolution R13-2019 on September 4, 2019 (the “Resolution of Necessity”) and approved a Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the “Petition”) and the Suburban Communities Energy Special Improvement District Program Plan—Supplement to Plan for 1 Sheakley Way, Springdale, Ohio Project (the “Supplemental Plan”) from Princeton Properties, Inc., as later succeeded by Princeton Properties, Inc. (the “Owner”); and

WHEREAS, Council passed Ordinance No. 35-2019 on September 4, 2019 (the “Ordinance Levying Assessments”) and levied property assessed clean energy (“PACE”) special assessments for the purpose of acquiring, constructing, and improving certain public improvements at 1 Sheakley Way in the City of Springdale Ohio (the “City”) in cooperation with the District as requested and described in the Petition and the Supplemental Plan (the “Special Assessments”); and

WHEREAS, Lever Capital Funding, LLC (together with its successors and assigns, including, without limitation, PACE Loan Group 2019-1, LLC, the “Investor”) provided financing (the “Project Advance”) to the Owner under the Energy Project Cooperative Agreement dated as of September 18, 2019 (the “Energy Project Cooperative Agreement”) between the Owner, Greenworks, the District, and the City, for the purpose of paying and financing the costs of the special energy improvement projects described in the Petition and the Supplemental Plan; and

WHEREAS, as provided in the Energy Project Cooperative Agreement, the Owner has prepaid to Greenworks all amounts outstanding with respect to the Project Advance, and the Owner and Greenworks have notified the City that the remaining Special Assessments should be reduced to \$0.00.

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

Section 1. Each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Energy Project Cooperative Agreement.

Section 2. Under the Energy Project Cooperative Agreement the City agreed that in the event the Project Advance is prepaid, in whole or in part, it would, in cooperation with the Owner, and to the extent permitted by law, cause the aggregate lien of the Special Assessments to be no greater than the remaining principal of and interest, premium, and fees, if any, on the Project Advance through its final repayment.

Section 3. Greenworks has notified the City that all Special Assessments levied by the City and certified by the City Auditor to the County Auditor pursuant to Ohio Revised Code Chapter 727.33, are to be reduced by the amount of the aggregate Special Assessments prepaid. The remaining principal of and interest, premium, and fees on the Project Advance will be \$0.00, and the amount of Special Assessments necessary to pay principal of and interest, premium and fees on the Project Advance will be \$0.00.

Section 4. The aggregate Special Assessments previously levied by this Council and certified by the City Auditor to the County Auditor are hereby reduced to \$0.00. The City Auditor and the Department of Development of the City are hereby authorized to take any actions as may be necessary in order to cause the County Auditor to reduce the amount of the Special Assessments to \$0.00 before real property tax bills for tax year 2023 are prepared.

Section 5. In compliance with Ohio Revised Code Section 319.61, the Clerk of the Council is directed to deliver a certified copy of this Ordinance to the County Auditor of Hamilton County, Ohio within 20 days after its passage.

Section 6. 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 for this Ordinance to take effect at the earliest possible date in order to cause an appropriate reduction in the amount of the Special Assessments prior to the preparation of real property tax bills for tax year 2023 (payment in calendar year 2024).

Passed this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

RECEIPT OF COUNTY AUDITOR FOR  
LEGISLATION 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

I, Brigid Kelly, the duly elected, qualified, and acting Auditor in and for Hamilton County, Ohio hereby certify that a certified copy of Ordinance No. 10-2024, duly adopted by the Council of the City of Springdale, Ohio on March, 6, 2024 reducing special assessments for the purpose of acquiring, constructing, and improving certain public improvements in the City of Springdale, Ohio in cooperation with the Suburban Communities Energy Special Improvement District to \$0.00, was filed in this office on March \_\_\_\_, 2024.

WITNESS my hand and official seal at Springdale, Ohio on \_\_\_\_\_, 2024.

[SEAL]

\_\_\_\_\_  
Auditor  
Hamilton County, Ohio

**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**

WHEREAS, CCA Glensprings, LLC (“Developer”) desires to enter into a *Tax Increment Financing Agreement* with the City of Springdale (as more fully set forth in Attachment A to this ordinance, the “Development Agreement”) pertaining to the development of a fuel station and convenience store (the “Project”) near the northwest corner of Glensprings Drive and Springfield Pike within the City of Springdale (the “Project Site”); and

WHEREAS, Developer anticipates that the Project will result in the creation of approximately 35 full-time equivalent permanent employees with an annual payroll of approximately \$873,000, and

WHEREAS, the costs to develop the Project have increased significantly as a result of public improvements to Glensprings Drive that are necessitated by the construction thereof (as more fully described in the Development Agreement, the “Project Public Improvements”); and

WHEREAS, the City’s Economic Development Director has recommended a 10-year, 75% real property tax exemption for the Project pursuant to Ohio Revised Code Section 5709.40(B) (the “TIF Act”), subject to the passage by this Council of a separate ordinance authorizing such exemption (the “Project TIF” and the “TIF Ordinance,” as applicable); and

WHEREAS, the parties anticipate that the service payments in lieu of taxes that will be generated by the Project TIF will be: (i) used to pay certain administration fees to the Hamilton County, Ohio Auditor, (ii) used to make payments to the Board of Education of the Princeton City Schools (the “School District”) and the Great Oaks Institute of Technology and Career Advancement (the “JVSD”), (iii) be used to reimburse the Developer for not to exceed \$500,000 of the costs incurred by Developer in constructing the Project Public Improvements, and (iv) any excess revenues under the Project TIF to be retained by the City to be applied to any lawful purpose, as expected to be more fully set forth in the TIF Ordinance; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into the Development Agreement and consummate the transactions set forth therein because the City will receive substantial economic and non-economic benefits from the Project in that the Project will create jobs, stimulate economic growth in the City, and enable the Project Site to be put to its highest and best use, for the benefit of the people of the City; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to lend aid or credit for industry, commerce distribution and research; and

WHEREAS, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements; and

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

Section 1. That the Recitals to this Ordinance are incorporated herein by reference.

Section 2. That the Mayor is hereby authorized to execute the Development Agreement with the Developer, in substantially the form attached as Attachment A to this ordinance, pertaining to the redevelopment of the Project Site with the Project. For the avoidance of doubt, this Ordinance is not intended to operate as the TIF Ordinance, and does not bind the Council to pass the TIF Ordinance. The TIF Ordinance, if passed, will be the subject to separate legislation.

Section 3. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance and the Development Agreement (including but not limited to execution by the Mayor of any and all ancillary agreements, amendments, all as deemed necessary or appropriate by the Mayor).

Section 4. That it is hereby found and determined that all formal actions of Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

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 City’s Charter, be in full force and effect immediately upon adoption. The reason for the emergency is to enable the development of the Project Site described in the Development Agreement to commence at the earliest possible time for the economic welfare of, and the provision of adequate housing opportunities for, the people of the City of Springdale.

Section 6. 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, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to enable the parties to execute the Development Agreement as soon as possible so that Developer can promptly move forward with the Project, thereby creating a significant economic benefit and enhancement to the City at the earliest possible time.

Passed this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CERTIFICATE**

The undersigned, Clerk of Council/Finance Director, City of Springdale, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. \_\_\_\_\_-2024, adopted \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk of Council



**EXTRACT FROM MINUTES OF MEETING**

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

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

**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.**

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

The ordinance was declared adopted \_\_\_\_\_, 2024.

**CERTIFICATE**

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

\_\_\_\_\_  
Clerk of Council

ATTACHMENT A  
FORM OF DEVELOPMENT AGREEMENT

13353764.1

TAX INCREMENT FINANCING AGREEMENT  
(Glensprings Fuel Station Project)

This Tax Increment Financing Agreement (the “Agreement”), made and entered into as of this day of \_\_\_\_\_, 2024, by and between the CITY OF SPRINGDALE, OHIO (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter, and CCA Glensprings, LLC, an Ohio limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the City intends to (i) declare, pursuant to Ohio Revised Code Section 5709.40(B) (the “TIF Act”), 75% of the improvement of certain parcels of real property located within the City as identified in Exhibit A attached hereto (each individually, as now or hereafter configured, a “Parcel” and collectively the “Parcels”) for a period of 10 years to be a public purpose and exempt from taxation, (ii) require the owner of each Parcel to make service payments in lieu of taxes (collectively for all Parcels, the “Service Payments”) to the Hamilton County Treasurer, and (iii) provide in the legislation authorizing the foregoing exemption (the “TIF Ordinance”) for the distribution of the required portion of the Service Payments to the Boards of Education of the Princeton City School District and the Great Oaks Institute of Technology and Career Development as required under the TIF Act for an exemption of the duration and magnitude referenced above without consent of the applicable school district, (iv) establish the Glensprings Development Public Improvement Tax Increment Equivalent Fund (the “Fund”) for the deposit of the remainder of such Service Payments, and (v) specify public infrastructure improvements made or to be made that benefit or serve the Parcels (the “Public Infrastructure Improvements”), all pursuant to and in accordance with Sections 5709.40, 5709.42, and 5709.43 of the Ohio Revised Code; and

WHEREAS, provided the TIF Ordinance is passed, the City intends to reimburse the Developer for designated public infrastructure improvements consisting of improvements to Glensprings Drive, including signalization improvements, storm water management, and paving (collectively, the “Project Public Improvements”) in the maximum amount of \$500,000. The budget for the Project Public Improvements is shown on Exhibit B attached hereto (reimbursement for line items in the budget may exceed the amounts set forth for such line item in Exhibit B, provided that the total reimbursed amount does not exceed \$500,000); and

WHEREAS, City Council authorized the execution and delivery of this Agreement by Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, 2024;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing and as follows:

Section 1. Public Infrastructure Improvements. The Developer will solely responsible for the acquisition and construction of the Project Public Improvements. The Developer or its assignee will enter into all design and construction contracts in its own name and not in the name of the City. The Developer will be responsible for complying with any applicable

requirements of Chapter 4115 of the Ohio Revised Code with respect to the construction of the Project Public Improvements.

Section 2. Application of Service Payments. The Fund will be maintained in the custody of the City and will receive all distributions of Service Payments required to be made to the City by the TIF Ordinance. Money deposited in the Fund will be used in the following order of priority: (i) payment of amounts required to be paid to the Princeton City School District and the Great Oaks Institute of Technology and Career Development pursuant to the TIF Ordinance and (ii) upon the satisfaction of the conditions in Section 4, any remaining amounts on deposit in the Fund (the "Available Amounts") will be used to pay the Reimbursement Obligation to the Developer. Payments will be made within 60 days of a deposit of Service Payments into the Fund.

Section 3. Reimbursement Obligation. This Agreement evidences the City's obligation to reimburse the Developer an amount equal to the Developer's costs as approved by the City Administrator of the City pursuant to Section 4 (the "Reimbursement Obligation"). The Reimbursement Obligation is a special obligation of the City, payable solely from and secured only by money deposited in the Fund.

The Reimbursement Obligation shall be only paid by the City from moneys actually received by the City and deposited into the Fund that constitute Available Amounts. Until the Reimbursement Obligation is paid in full, City Council shall not amend, modify or repeal the TIF Ordinance in any way, or take any other legislative action, that would adversely affect the amount of Service Payments deposited into the Fund except as approved by the Developer in writing or required by law. Until the Reimbursement Obligation is paid in full, the City shall not transfer, encumber, spend or use any monies on deposit in the Fund other than as provided in this Agreement unless this Agreement is amended as provided herein. Without limiting the availability of enforcement by mandamus of other obligations of the City under this Agreement, all of the obligations of the City under Section 2 and Section 3 are established as duties specifically enjoined by law and resulting from an office, trust or station upon the City within the meaning of Ohio Revised Code Section 2731.01, and are enforceable by mandamus.

No payment obligations of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Reimbursement Obligation. In the event that upon receipt of the final Service Payment to be paid under the TIF Ordinance and after its application in accordance with the terms of this Agreement, a balance remains on the Reimbursement Obligation, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the City of such balance shall be deemed forgiven by the Developer at that time. If the Reimbursement Obligation is paid in full prior to the expiration of the exemption established by the TIF Ordinance, the exemption shall nevertheless continue for the duration set forth in the TIF Ordinance, and the City shall be entitled to retain all Available Amounts in the Fund for application to any lawful purpose.

Section 4. Conditions Precedent to Reimbursement of Developer. The City's obligation to make payments to the Developer under Section 3 commence when all of the following conditions have been met for the Project Public Improvements:

- (a) a certification to the City that all Project Public Improvements have been completed signed by an authorized officer of the Developer.
- (b) submission to the City of evidence reasonably satisfactory to the City Administrator detailing the total costs of the Project Public Improvements, including inspection reports (if any), and copies of invoices and proof of payment.

Costs of the Project Public Improvements shall be added to the Reimbursement Obligation on the date the City Administrator approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably withheld. Costs of the Project Public Improvements included in the Reimbursement Obligation shall not exceed \$500,000.

For purposes of this Agreement, “costs” of the Project Public Improvements reimbursable to the Developer include the items of “costs of permanent improvements” set forth in Section 133.15(B) of the Ohio Revised Code and incurred by the Developer, directly or indirectly, except as set forth herein. These reimbursable “costs” of the Project Public Improvements include, but are not limited to: (1) the Developer’s design costs (2) construction costs, (3) costs associated with any warranties for the Project Public Improvements, (4) inspection and design review fees, and (5) permit fees.

Section 4. City Fees, Costs and Indemnity. The Developer shall pay directly or reimburse the City for all third party costs incurred by the City, including the City's attorneys' fees (the “City Costs”). The Developer agrees that it will indemnify, defend and hold harmless the City, its elected officials, officers, employees and agents (insofar as such persons are acting in their capacity as elected officials, officers, employees and agents of the City)) (each an “Indemnified Party”) from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys’ fees), including, without limitation, any environmental liability, incurred by an Indemnified Party resulting from an act or omission by the Developer or its employees, agents or contractors in the acquisition, design and construction of the Project Public Improvements, excluding in all cases any liability or claims arising as a result of the gross negligence or willful misconduct of the City. The Developer's obligations provided in this Section survive the termination of this Agreement.

Section 5. Exemption Applications. The City and the Developer agree that the Developer shall be primarily responsible for the preparation of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. The City agrees to assist the Developer, upon request, in the execution and filing of such applications and supporting documents with the County Auditor. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments. The Developer authorizes the City to file any applications necessary to obtain from time to time those exemptions.

Section 8. Estoppel Certificate. Within 45 days after a request of the Developer, the City will execute and deliver to the person or entity indicated by the Developer in its request, a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the

Developer is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Developer is in default, specifying same; and (c) such other matters as the Developer reasonably requests, which may include certification of the remaining Reimbursement Obligation. Upon such request the Developer will certify to the City that the Developer is not, to its knowledge, in default under any of the terms, covenants or conditions of this Agreement or, if the Developer is in default, the Developer will specify such default and its plan to remedy or cure such default.

Section 9. Successors; Assignment; Amendments; City Consents. This Agreement is binding upon the parties hereto and their successors and assigns. A party may only assign this Agreement with the written consent of the other party; provided that the Developer may, without the consent of the City, make a collateral assignment of its rights and obligations under this Agreement to a lender for the purpose of obtaining financing related to the Project Public Improvements, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement. The Developer will use commercially reasonable efforts to notify the City of any such collateral assignment. The City will cooperate with any reasonable assignment request in connection with that financing. Nothing in this Agreement prevents the Developer from transferring any or all of its interest in a Parcel to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Unless otherwise provided in this Agreement, any consent or approval of the City to be given under this Agreement may be given by the City Administrator and must be given in writing.

Section 12. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation is an obligation of any present or future member of City Council or any officer, agent or employee of either party in that person's individual capacity, and neither the members of the City Council, nor any individual person executing this agreement on behalf of the City or the Developer, will be liable personally by reason of the obligations of the City or the Developer contained in this Agreement.

Section 13. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

- (a) To Developer: CCA Glensprings, LLC  
3805 Edwards Road, Suite 390  
Cincinnati, Ohio 45209  
Attention: Jory Zola, Esq.

(b) To the City at:

City of Springdale  
11700 Springfield Pike  
Springdale, Ohio 45246  
Attention: City Administrator

Section 14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 15. Separate Counterparts. This Agreement may be executed by the parties in one or more counterparts or duplicate signature pages, each of which when so executed and delivered is an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties. The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 17. Term. The term of this Agreement commences as of the date of this Agreement and terminates upon the earlier to occur of (i) payment in full to the Developer of the Reimbursement Obligation, and (ii) forgiveness of the Reimbursement Obligation.

Section 18. No Agency Relationship. The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, Developer is not acting as an agent of the City.

Section 19. Governing Law and Choice of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Hamilton County, Ohio.

Section 20. Legislative Contingency. The City's obligations under this Agreement to establish the Fund and pay the Reimbursement Obligation are contingent upon the City Council of the City adopting the TIF Ordinance, and the subsequent going into effect of the TIF Ordinance. If the TIF Ordinance has not gone into effect by June 30, 2024, this Agreement shall terminate and be of no further force and effect.

Section 21. Exhibits. The following Exhibits are attached to this Agreement:

- (i) Exhibit A: Parcel List
- (ii) Exhibit B: Project Public Improvement Budget

*(Signatures on next page)*



IN WITNESS WHEREOF, the City has caused this Tax Increment Financing Agreement (Glensprings Fuel Station Project) to be executed in its name by its duly authorized officers, as of the date first set forth above.

CITY OF SPRINGDALE, OHIO

By: \_\_\_\_\_  
John J. Jones, City Administrator

Approved as to Form:

\_\_\_\_\_  
Law Director

FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of Springdale, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement, but in an amount not greater than those Service Payments actually received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Katie Smiddy, Finance Director  
City of Springdale, Ohio

IN WITNESS WHEREOF, the Developer has caused this Tax Increment Financing Agreement (Glensprings Fuel Station Project) to be executed in its names by its duly authorized officer, as of the date first set forth above.

CCA GLENSPRINGS, LLC, an Ohio  
limited liability company

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

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

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

EXHIBIT A  
Parcel List

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

EXHIBIT B

PROJECT PUBLIC IMPROVEMENT BUDGET

Addition of Turn Lane on Glensprings Drive and New Traffic Signal at Glensprings Drive and Springfield Pike

ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL
New Traffic Signal (Glensprings Dr. and Springfield Pike)	1	ls	\$150,000.00	\$150,000
GC's	1	ls	\$11,000.00	\$11,000
MOB	1	ls	\$15,000.00	\$15,000
Grading	15	days	\$5,000.00	\$75,000
FH relocate	1	ls	\$15,000.00	\$15,000
Storm inlets	2	ea	\$15,000.00	\$30,000
Paving for Turn Lane	900	sy	\$85.53	\$76,977
Curb and Gutter	575	lf	\$40.00	\$23,000
Barrier Curb	65	lf	\$55.00	\$3,575
Walks	3,000	sf	\$12.00	\$36,000
MOT	20	days	\$5,000.00	\$100,000
Line removal	1	ls	\$5,400.00	\$5,400
Thermo Striping	1	ls	\$9,120.00	\$9,120
			<b>Surface Total</b>	<b>\$550,072</b>
		8%	Sub. OH&P	\$44,006
			Surface Total	\$594,078

The maximum amount of Project Public Improvement costs reimbursable under this Agreement is capped at \$500,000. As such, for the avoidance of doubt, under the foregoing budget, the Developer would not be eligible for reimbursement for costs incurred in excess of \$500,000.

13352520.2

**ORDINANCE NO. 12-2024**

**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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Exhibit A Ordinance 12-2024  
Northland Blvd. Project - Right-of-Way Summary**

Parcel #	Name of Owner	Physical Address of Property	HC Auditor's Parcel No.	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	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
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	\$ -	\$ -
				\$ 82,771.00	\$ 30,251.00	\$ 46,463.00