
Agenda

1. **Open Meeting**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Minutes - May 15, 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. 20-2024 \(Second Reading\)](#)

[AN ORDINANCE CREATING CHAPTER 140 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, OHIO TO REGULATE UNLAWFUL CAMPING](#)

[Ordinance No. 21-2024 \(First Reading\)](#)

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

[Ordinance No. 22-2024 \(First Reading\)](#)

[AN ORDINANCE CREATING CHAPTER 126 OF THE CODIFIED ORDINANCES OF THE CITY OF SPRINGDALE, OHIO REGULATING THE LICENSING OF MARIJUANA CULTIVATOR & PROCESSING FACILITIES AND MARIJUANA DISPENSARIES](#)

[Ordinance No. 23-2024 \(First Reading\)](#)

[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 ENERGY EFFICIENCY CONSERVATION BLOCK GRANT BRIGHTENING OHIO COMMUNITIES](#)

[Ordinance No. 24-2024 \(Emergency Clause\)](#)

[AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT RELATIVE TO THE KENN ROAD IMPROVEMENTS PROJECT BETWEEN THE CITY OF SPRINGDALE AND THE CITY OF FOREST PARK AND DECLARING AN EMERGENCY](#)

[Ordinance No. 25-2024 \(Emergency Clause\)](#)

[AN ORDINANCE ACCEPTING A PROPOSAL UNDER THE OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH STRAWSER CONSTRUCTION, INC. IN THE AMOUNT OF \\$325,211.76 FOR THE 2024 ANNUAL STREET IMPROVEMENT PROGRAM – CRACK SEAL AND CAPE SEAL PROJECT AND DECLARING AN EMERGENCY](#)

[Ordinance No. 26-2024 \(Emergency Clause\)](#)

[AN ORDINANCE ACCEPTING A PROPOSAL UNDER THE OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PAVEMENT TECHNOLOGY, INC. IN THE AMOUNT OF \\$59,750 FOR THE 2024 ANNUAL STREET IMPROVEMENT PROGRAM – PAVEMENT REJUVENATOR 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. Recap of Legislative Items**
- 14. Legislation in Development**
- 15. Adjournment**

ORDINANCE NO. 20-2024

AN ORDINANCE CREATING CHAPTER 140 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, OHIO TO REGULATE UNLAWFUL CAMPING

WHEREAS, the streets, parks and other public areas within the City of Springdale (the “City”) should be readily accessible and available to residents and the public at large and maintaining the City’s streets, parks and other public areas within the City in a clean, sanitary and accessible condition is crucial to adequately protect the health, safety and public welfare of the City; and

WHEREAS, the use of these areas within the City for camping purposes or storage of personal property or sleeping interferes with the rights of others to use the areas for which they were intended, and such activity can constitute a public health and safety hazard which adversely impacts neighborhoods and commercial areas.

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

Section 1. Chapter 140 of the Code of Ordinances of the City of Springdale shall be created to regulate unlawful camping as provided for in the attached Exhibit A which is 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 June, 2024.

Attest:

President of Council

Clerk of Council

Approved:

Mayor

Date

Exhibit A
Ordinance 20-2024

CHAPTER 140 UNLAWFUL CAMPING.

140.01 PURPOSE

The streets, parks and other public areas within the City of Springdale (the “City”) should be readily accessible and available to residents and the public at large. The use of these within the City for camping purposes, storage of personal property, or sleeping interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard which adversely impacts neighborhoods and commercial areas. The purpose of this Chapter is to maintain the City’s streets, parks, and other public areas within the City in a clean, sanitary and accessible condition and to adequately protect the health, safety, and public welfare of the community while recognizing that, subject to reasonable conditions, camping and camp facilities associated with special events can be beneficial to the cultural and educational climate in the City. Nothing in this Chapter is intended to interfere with otherwise lawful and ordinary uses of public property.

140.02 DEFINITIONS

As used in this Chapter:

“Bench” means a seat located upon public property or along any public street for the accommodation of passersby or persons awaiting transportation.

“Camp” means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

“Camp facilities” include, but are not limited to, tents, huts, temporary shelters. “Camp facilities” does not include tents, huts, or temporary shelters when used temporarily in a park for recreation or play during daylight hours when the park is open to the public.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks or cooking facilities or similar cooking equipment.

“Park” means any publicly owned area controlled by the City or other governmental entity for park purposes. “Park” also includes all associated areas, including parking lots for parks.

“Public property” means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space, including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

“Street” means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in the City open as a matter of right to public pedestrian and vehicular travel.

140.03 UNLAWFUL CAMPING, STORAGE OF PERSONAL PROPERTY OR SLEEPING IN PUBLIC PLACES.

A. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

1. Any park; or
2. Any street; or
3. Any public property, improved or unimproved.

Exhibit A
Ordinance 20-2024

- B. It shall be unlawful for any person to sleep or engage in protracted lounging on any bench, playground equipment, monument, or parapet wall in the following areas:
1. Any park; or
 2. Any street; or
 3. Any public property, improved or unimproved.

140.04 EXCEPTION FOR SPECIAL EVENTS OR ACTIVITIES

No person shall be in violation of this Chapter if they have received permission from the City as part of a special event or activity to camp or to store personal property in any area where such conduct is otherwise prohibited in Section 140.03.

140.05 PENALTY.

Whoever violates this Chapter is guilty of “unlawful public camping.” Except as otherwise provided, “unlawful public camping” is a misdemeanor of the fourth degree. If the offender previously has been convicted of, or pleaded guilty to “unlawful public camping” then the violation is a misdemeanor of the first degree.

ORDINANCE NO. 21-2024

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

WHEREAS, on May 14, 2024, the City of Springdale Planning Commission (“Planning Commission”) met and considered text amendments to the City of Springdale Zoning Code that would change Section 153.254(D) to remove the prohibition of medical marijuana cultivation, processing, and retail dispensaries and change the text of Sections 153.253 Table 253-1, 153.253(D) and 153.600 to adopt standards for the location of Marijuana Dispensaries, Processing & Cultivation businesses in the City of Springdale (collectively the “Amendments”); and

WHEREAS, Planning Commission, in considering the Amendments, recommended their approval; and

WHEREAS, on June 19, 2024, after proper notice having been given, Council of the City of Springdale held a public hearing to gather input from the public and consider the proposed Amendments; and

WHEREAS, upon conclusion of the public hearing, the Council of the City of Springdale considered, in an open meeting, the proposed Amendments to the City of Springdale Zoning Code and the recommendation of Planning Commission.

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

Section 1. The recommendation of the City of Springdale Planning Commission to remove the prohibition of medical marijuana cultivation, processing, and retail dispensaries in the City of Springdale Zoning Code and to change the text of Sections 153.253 Table 253-1, 153.253(D) and 153.600 to adopt standards for Marijuana Dispensaries, Processing & Cultivation businesses are hereby approved and the amendments to the City of Springdale Zoning Code are granted subject to City Staff, City Engineer and City Planner’s recommendations and considerations contained in their reports, and approval of any covenants by City Staff and the Law Director as determined to be necessary. A copy of the Amendments as approved by Planning Commission are 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 19th day of June, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

The logo for the City of Springdale, featuring the text "City of Springdale" in a blue serif font, underlined, and set against a black rectangular background.

To: Springdale Planning Commission
From: Anne McBride, FAICP
Re: Springdale Zoning Code Text Amendments
Date: May 14, 2024

Attached is a series of text amendments that Staff is proposing to the Springdale Zoning Code which address the recreational sale and use of marijuana. The following is a brief summary of the proposed major amendments:

MARIJUANA CODE REVISIONS

Overview:

In December, 2023, recreational marijuana became legal in the State of Ohio. Since then, the State has been working on licensing and use standards. In preparation for new recreational marijuana businesses, the City is proposing to allow such uses within the City’s commercial and industrial areas per the stipulations in the proposed code language.

Proposed Permitted Uses and Use Standards:

Adult Use/Medical Marijuana

Multiple changes are proposed to the list of permitted uses in Table 253-1. This includes the addition of new recreational marijuana uses: “Marijuana Dispensary, Adult Use”, “Marijuana Cultivator, Adult Use”, and “Marijuana Processing, Adult Use” as well as new medical marijuana uses: “Marijuana Dispensary, Medical”, “Marijuana Cultivator, Medical”, and “Marijuana Processing, Medical.”

New use-specific standards are proposed in Section 153.253(D) which will pertain to the new uses. These standards include requirements from the Ohio Revised Code (ORC) as well as best practice standards from other communities that have adopted marijuana related regulations in Ohio.

Additionally, the prohibition of medical marijuana cultivation, processing, and retail dispensaries in Section 153.254(D) was removed.

Proposed Definitions:

Adult Use/Medical Marijuana

Multiple definitions are proposed in Section 153.600 to match the new uses. These definitions are consistent with ORC Chapters 3780 and 3796 which regulate medical and adult use marijuana.

If the Planning Commission finds the proposed text amendments are appropriate, a motion to refer approval of the amendments to City Council for consideration is requested.



MARIJUANA FACILITIES RELATED CODE REVISIONS

Section	Page	Revision
Table 253-1	35	<ul style="list-style-type: none"> • Added "Marijuana Dispensary, Adult Use" as a permitted use with standards to the GB district • Added "Marijuana Dispensary, Adult Use" as a permitted use to the OB district • Added "Marijuana Dispensary, Medical" as a permitted use with standards to the GB district • Added "Marijuana Dispensary, Medical" as a permitted use to the OB district • Added "Marijuana Cultivator, Adult Use" as a permitted use to the GI district • Added "Marijuana Processing, Adult Use" as a permitted use with standards to the GI district • Added "Marijuana Cultivator, Medical" as a permitted use with standards to the GI district • Added "Marijuana Processing, Medical" as a permitted use with standards to the GI district
153.253(D)	40	Added use specific standards which apply to "Adult Use Marijuana Dispensaries" and "Medical Marijuana Dispensaries" in the GB district
153.253(D)	40	Added use specific standards which apply to "Marijuana Cultivator, Adult Use", "Marijuana Processing, Adult Use", "Marijuana Cultivator, Medical", and "Marijuana Processing, Medical" in the GI district
153.254(D)	61	Remove the prohibition of medical marijuana cultivation, processing, and retail dispensaries
153.600	151	<ul style="list-style-type: none"> • Added new definition category titled "Marijuana Facilities Related Definitions" • Added definition for "Adult Use Cannabis" • Added definition for "Adult Use Marijuana Cultivator, Level I" • Added definition for "Adult Use Marijuana Cultivator, Level II" • Added definition for "Adult Use Marijuana Cultivator, Level III" • Added definition for "Adult Use Marijuana Dispensary" • Added definition for "Adult Use Marijuana Processing" • Added definition for "Cultivation Area" • Added definition for "Marijuana" • Added definition for "Medical Marijuana" • Added definition for "Medical Marijuana Cultivator" • Added definition for "Medical Marijuana Dispensary" • Added definition for "Medical Marijuana Processing" • Added definition for "Person"



Proposed Definitions

ADULT USE CANNABIS. Or “cannabis” or “marijuana” means marihuana as defined in Section 3719.01 of the Ohio Revised Code.

ADULT USE MARIJUANA CULTIVATOR, LEVEL I. Either a person who has a certificate of operation as a level I cultivator and who is licensed pursuant to section 3780.12 of the Ohio Revised Code, Chapter 3780 of the Ohio Revised Code, and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level I adult use cultivator pursuant to section 3780.12 of the Ohio Revised Code, Chapter 3780 of the Ohio Revised Code, and any rules promulgated thereunder to cultivate adult use cannabis as authorized, and either person may operate up to one hundred thousand square footage of space designated as the cultivation area in the application which may be increased if a request for expansion is approved by the division of cannabis control.

ADULT USE MARIJUANA CULTIVATOR, LEVEL II. Either a person who has a certificate of operation as a level II cultivator and who is licensed pursuant to section 3780.12 of the Ohio Revised Code, Chapter 3780 of the Ohio Revised Code, and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level II adult use cultivator pursuant to section 3780.12 of the Ohio Revised Code, Chapter 3780 of the Ohio Revised Code, and any rules promulgated thereunder to cultivate adult use cannabis as authorized, and either person may operate up to fifteen thousand square footage of space designated as the cultivation area in the application which may be increased if a request for expansion is approved by the division of cannabis control.

ADULT USE MARIJUANA CULTIVATOR, LEVEL III. A person licensed pursuant Section 3780.13 of the Ohio Revised Code, Chapter 3780 of the Ohio Revised Code, and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

ADULT USE MARIJUANA DISPENSARY. A person licensed pursuant to Section 3780.15 of the Revised Code, Chapter 3780 of the Ohio Revised Code, and any rules promulgated thereunder to sell adult use cannabis as authorized.

ADULT USE MARIJUANA PROCESSING. A person licensed pursuant to Section 3780.14 of the Revised code, chapter 3780 of the Ohio Revised Code, and any rules promulgated thereunder to manufacture adult use cannabis as authorized.

CULTIVATION AREA. the boundaries of the enclosed areas in which adult use cannabis is cultivated during the vegetative stage and flowering stage of the cultivation process. For purposes of calculating the cultivation area square footage, enclosed areas used solely for the storage and maintenance of mother plants, clones, or seedlings shall not be included.

MARIJUANA. Means marihuana as defined in Section 3719.01 of the Ohio Revised Code.

MEDICAL MARIJUANA. Means marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose.

MEDICAL MARIJUANA CULTIVATION. An establishment where medical marijuana is cultivated, harvested, and subsequently delivered to another medical marijuana establishment in accordance with the medical marijuana licensing laws in Chapter 3796 of the Ohio Revised Code.

MEDICAL MARIJUANA DISPENSARY. An establishment where medical marijuana products are obtained from a licensed cultivator or processing establishment, and subsequently sold to consumers in a retail setting, in accordance with the medical marijuana licensing laws in



Chapter 3796 of the Ohio Revised Code.

MEDICAL MARIJUANA PROCESSING. An establishment where medical marijuana products are obtained from a licensed cultivator, processed into one or more consumable forms, and subsequently delivered to licensed dispensaries, in accordance with the medical marijuana licensing laws in Chapter 3796 of the Ohio Revised Code.

PERSON. Includes, but is not limited to, an individual or a combination of individuals; a sole proprietorship, a firm, a company, a joint venture, a partnership of any type, a joint-stock company, a corporation of any type, a corporate subsidiary of any type, a limited liability company, a business trust, or any other business entity or organization; an assignee; a receiver; a trustee in bankruptcy; an unincorporated association, club, society, or other unincorporated entity or organization; entities that are disregarded for federal income tax purposes; and any other nongovernmental, artificial, legal entity that is capable of engaging in business.

Proposed Use Standards

Marijuana Cultivator & Processing, Adult Use & Medical

Adult use and medical marijuana cultivator and processing facilities located in the General Industrial "GI" zoning district shall be subject to the following development standards:

- a) No adult use or medical marijuana cultivator or processing facility shall be established or operated within 500 feet of a school, church, public library, public playground, or public park in the City.
- b) No smoking, inhalation, or consumption of marijuana shall take place on the premises.
- c) All activities of an adult use or medical marijuana cultivator or processing facility shall be conducted indoors.
- d) No equipment or process shall be used in any adult use or medical marijuana cultivator or processing facility which creates noise, dust, vibration, glare, fumes, odors, or electrical interference beyond the property boundary.
- e) Retail sales shall be prohibited.
- f) For the purpose of subsection (a), the measurement shall be made from the nearest portion of the building or structure used as part of the premises where an adult use or medical marijuana cultivator or processing facility is conducted, to the nearest property line of the premises of an adult use or medical marijuana dispensary or a school, church, public library, public playground, or public park.
- g) The location requirement in subsection (a) does not apply to:
 - i) Cannabis entities issued a certificate of operation pursuant to Chapter 3796 of the Ohio Revised Code for the same licensed premises; and
 - ii) Any state university, academic medical center, or private research and development organization conducting research related to cannabis pursuant to research protocol approved by an institutional review board or equivalent entity.



Marijuana Dispensaries, Adult Use & Medical

Adult use and medical marijuana dispensaries located in the General Business “GB” zoning district shall be subject to the following development standards:

- a) No adult use or medical marijuana dispensary shall be established or operated within 500 feet of a school, church, public library, public playground, or public park in the City.
- b) No adult use or medical marijuana dispensary shall be established, operated, or enlarged within 500 feet of another adult use or medical marijuana dispensary.
- c) No more than one adult use or medical marijuana dispensary shall be established or operated in the same building, structure, or portion thereof.
- d) No smoking, inhalation, or consumption of marijuana shall take place on the premises.
- e) Drive-in and drive through adult use or medical marijuana dispensaries shall be prohibited.
- f) Any adult use or medical marijuana dispensary adjacent to a residential district or use shall contain a minimum six-foot high opaque fence along such abutting property line(s).
- g) For the purpose of subsections (b) and (c), the measurement shall be made linearly from the nearest portion of the building or structure used as part of the premises where an adult use or medical marijuana dispensary is conducted, to the nearest property line of the premises of an adult use or medical marijuana dispensary or a school, church, public library, public playground, or public park.
- h) The location requirement in subsection (a) does not apply to:
 - i) Cannabis entities issued a certificate of operation pursuant to Chapter 3796 of the Ohio Revised Code for the same licensed premises; and
 - ii) Any state university, academic medical center, or private research and development organization conducting research related to cannabis pursuant to research protocol approved by an institutional review board or equivalent entity.

ORDINANCE NO. 22-2024

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

WHEREAS, on November 7, 2023 Ohio voters approved State Issue 2 adopting proposed legislation authorizing the cultivation, sale and use of marijuana products for recreational purposes, which became law on December 7, 2023 and has been codified as Sections 3780.01 through 3780.99 of the Ohio Revised Code (the “Act”); and

WHEREAS, the Act provides that a newly created “Division of Cannabis” shall adopt state rules establishing standards and procedures for the implementation of the adult use marijuana program, including licensing requirements for cultivators, processors, and retailers, which must be adopted within nine months of December 7, 2023; and

WHEREAS, City Council possesses the power to enact appropriate planning, zoning, and business regulation laws that further the health, safety, and general welfare of its citizens, including restricting, prohibiting, and/or regulating certain business uses in the City of Springdale (the “City”); and

WHEREAS, on or about February 21, 2024, City Council adopted Ordinance 09-2024, a moratorium on the issuance and processing of any permits related to the cultivation, processing, or retail dispensing of adult use marijuana in the City as defined in Sections 3780.01 through 3780.99 of the Ohio Revised Code; and

WHEREAS, City Council now seeks to lift that moratorium and adopt certain regulations regarding the location, licensing and number of marijuana cultivators and dispensaries in the City.

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

Section 1. The moratorium adopted by City Council on February 21, 2024, known as Ordinance No. 09-2024 is repealed in its entirety.

Section 2. City Council hereby creates and adopts Chapter 126 of the Codified Ordinances of the City of Springdale, Ohio a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 3. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall take effect on the earliest date allowed by law.

Passed this 19th day of June, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

Exhibit A
Ordinance 22-2024

CHAPTER 126: LICENSURE FOR MARIJUANA CULTIVATOR & PROCESSING FACILITIES AND MARIJUANA DISPENSARIES.

§ 126.01 Business License Required

No person shall operate a Marijuana Cultivator & Processing Facility or a Marijuana Dispensary business in the City without having first obtained a business license.

§ 126.02 Definitions

All definitions contained in Section 153.600 of the Code shall be used in interpreting this Chapter and the regulations contained within it.

§ 126.03 Licensure

- (a) No licenses may be issued for a Marijuana Cultivator & Processing Facility to be located in the City;
- (b) No more than two licenses may be issued for a Marijuana Dispensary to be located in the City;
- (c) Any license issued under this Section for any Marijuana Cultivator & Processing Facility or Marijuana Dispensary shall be for a two year period of time and shall be renewable as provided in this Chapter;
- (d) All licenses shall be issued in the name of the applicant;
- (d) Each license shall vest a personal privilege but not any property rights in the licensee;
- (e) Each license shall be required to be displayed permanently in a conspicuous place upon the premise for which it is issued;
- (f) Each license shall be neither assignable nor transferable, either as a person or location; and
- (g) The failure to follow any and all rules required by the Ohio Division of Cannabis or the City may result in the immediate revocation of any license issued by the City under this Chapter.

§ 126.04 Procedure for Obtaining a License

- (A) The application for a license shall contain the following information:
 - (1) For each individual owner:
 - (a) True name and all other names used in the past five years;
 - (b) Date of birth;
 - (c) Permanent home address of the applicant;
 - (d) Business and home telephone numbers;
 - (e) A statement as to whether or not the owner has been convicted of any crime other than traffic offenses and, if convicted, the date and court of conviction, the specific crime convicted of, and the penalty imposed;

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(f) A statement as to whether or not the owner has ever had ownership interest in a marijuana business, and, if so, the specific location of the business and the dates of such operation;

(g) A statement as to whether or not the owner has been denied an application for a marijuana business license in any jurisdiction or has had such license suspended or revoked;

(h) The address and telephone number of the premises and the business, if different from the premises;

(i) The name under which the business and premises will be operated and verification of trade name filed with the Secretary of State;

(j) A statement as to whether or not the owner will directly operate the marijuana business, or whether an operator who is not an owner will operate it, and if the latter, the application shall contain information required by this section supplied in detail as to each such operator;

(k) A floor plan of the premises and the immediate vicinity drawn to scale, showing the square footage, interior dimensions, plans and specifications for the interior of the building, and layout for the business. Layout shall include, but is not limited to restricted access areas, principal uses for each floor area, areas of ingress and egress, and all security cameras;

(l) A map showing all schools, playgrounds, and public parks within a radius of 1,000 feet of the premises and all churches within a radius of 500 feet of the premises;

(m) The name, address and telephone number of the agent of the business upon whom service of process can effectively and validly be made; and

(n) A security plan that the business intends to install, employ and operate to meet all requirements pursuant to R.C. Chapter 3796 including policies and procedures to ensure a secure, safe facility to prevent theft, loss, or diversion and protection of facility personnel.

(B) When making application for a license to operate in the City, all Marijuana Cultivator & Processing Facilities and Marijuana Dispensaries shall provide the City with a copy of the following documents:

(1) A copy of a license issued by the State of Ohio Division of Cannabis allowing for the cultivation, processing or retail sale of marijuana prior to opening.

(2) A copy of a signed lease, letter of intent, or deed for the property where the marijuana retail establishment is proposed to operate.

(3) A photocopy of the applicant's driver's license or other government-issued identification.

(4) Verification the business is registered to conduct business in Ohio with the Secretary of State.

(C) In order to obtain a license from the City, all Marijuana Cultivator & Processing Facilities must also submit to the City a plan approved by a professional engineer or industrial hygienist, explaining plans for reducing marijuana odors associated with cultivation, manufacturing, or processing of

Exhibit A
Ordinance 22-2024

marijuana, which shall include, at a minimum, contact information, operating hours, a floor plan, a description and schedule of odor-producing activities, administrative controls such as employee training and maintenance, and engineering controls such as carbon filtration.

§ 126.05 Determination and Appeal Process

- (a) The Mayor shall, within fourteen days of the receipt of an application for a license either issue such license or deny such license. The Mayor has the authority to refuse to issue any license for good cause. The determination of good cause lies in the sole discretion of the Mayor.
- (b) Appeal to City Council. If the Mayor declines to issue a license, an applicant may appeal that decision to City Council which shall either adopt or reject the determination of the Mayor regarding the denial of a license hereunder. If City Council reverses the decision of the Mayor, it shall only do so by the affirmative votes of not less than two-thirds of its members.
- (c) Appeal to Court. The decision of City Council may be appealed to a court of competent jurisdiction pursuant to R.C. Chapter 2506.

§ 126.06 License Renewal

- (a) Each license shall be renewed bi-annually.
- (b) At the time of renewal, a statement shall be filed with the City that the information listed on the original application for the license is still complete, accurate and truthful to the best knowledge of all applicants, or a statement shall be filed with the City listing each and every item of information which has changed since the original application.
- (c) The City may deny the renewal of a license for good cause. The determination of good cause shall lie in the sole discretion of the City.

§ 126.07 Denial of a Business License

No business license shall be issued or renewed for any business or premises where any of the following facts or circumstances exist:

- (a) The applicant or an owner has been found guilty of any offense set forth in R.C. Chapters 2925, 3719, or 4729, the violation of which constitutes a felony or misdemeanor of the first degree.
- (b) The applicant or an owner has been found guilty of any theft offense set forth under division (K) of R.C. § 2913.01, the violation of which constitutes a felony.
- (c) The applicant or an owner has been found guilty of any violation for which a penalty was imposed under R.C. § 3715.99.
- (d) The applicant or an owner has been found guilty of a crime of moral turpitude as defined in R.C. § 4776.10.

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Ordinance 22-2024

(e) A violation of any former law of this state, any existing or former law of another state, any existing or former law applicable in a military court or Indian tribal court, or any existing or former law of any nation other than the United States that is or was substantially equivalent to any of the offenses listed in divisions (a) through (d) of this section.

(f) Any first-degree misdemeanor offense listed in divisions (a) through (e) of this section will not automatically disqualify an applicant from licensure if the applicant was convicted of or pleaded guilty to the offense more than five years before the date the application for licensure is filed. Notwithstanding anything to the contrary in this section, no misdemeanor offense, including misdemeanors of the first degree, related to marijuana possession, marijuana trafficking, illegal cultivation of marijuana, illegal use or possession of drug paraphernalia or marijuana drug paraphernalia, or other marijuana related crimes shall be considered a disqualifying offense.

(g) The premises do not have adequate security installed, employed and operated to address any and all safety concerns of the City.

(h) The premises are located within 1,000 feet of any school, playground, public park or within 500 feet of any church.

(i) The premises or operation thereof would be in violation of any provision of the Building Code, Zoning Code, Fire Code of the City or any other pertinent provisions of local, state or federal law.

(j) The applicant made a false statement or misrepresentation as to a material matter upon the application or in a hearing concerning the license.

(k) The application failed to provide all of the required information.

(l) The applicant has failed to demonstrate compliance with this chapter and all other applicable state and local ordinances and statutes.

§ 126.08 License Expiration, Suspension or Revocation

(A) Expiration. Any business license issued under this Chapter shall expire upon the transfer or sale of a majority interest in the business, or the discontinuation of the business for a continuous period of thirty days after opening. Any business license issued under this Chapter shall expire upon the transfer or sale of such business.

(B) Suspension and Revocation. All licenses issued under this Chapter shall be suspended or revoked upon recommendation of the Mayor upon the Mayor's finding of the occurrence of any of the following events:

(1) A false statement by any licensee as to a material matter made in an application for license or in a hearing concerning the license;

(2) Conviction of any licensee for any crime referenced in Section 126.07.

(C) The failure of an applicant for a Marijuana Cultivator & Processing Facility or a Marijuana Dispensary to commence operations within 180 days from receiving the license from the City may result in the license being revoked by the City.

(D) Any suspension or revocation under this section shall be subject to the appeals process set forth in Section 126.05.

Exhibit A
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§ 126.09 Penalty

Unless otherwise provided herein, whoever violates any of the provisions of this Chapter is guilty of a misdemeanor of the first degree. A separate offense shall be deemed to have been committed each day during or on which a violation occurs or continues.

ORDINANCE NO. 23-2024

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

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 \$3.1 million earmarked for Energy Efficiency and Conservation Block Grant Brightening Ohio Communities (“BOC”) Program; and

WHEREAS, the Ohio Department of Development is authorized to administer the Energy Efficiency Conservation Block Grant Brightening Ohio Communities Program; and

WHEREAS, the City applied for grant funding through the BOC for lighting upgrades at the Community Center and Municipal Building to include LED lighting installations for building exteriors, parking areas, and sports fields/courts; and

WHEREAS, the Ohio Department of Development has awarded grant funding not to exceed \$237,439.75 to the City for energy efficiency initiatives at the Community Center and 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 Conservation Block Grant Brightening Ohio Communities Program (the “Agreement”) and to execute any and all other documents and agreements consistent with acceptance of the grant and participation in the program. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This ordinance shall take effect on the earliest date allowed by law.

Passed this 19th day of June, 2024.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

**Energy Efficiency Conservation Block Grant
Grant Agreement
Brightening Ohio Communities**

Grant Control Number	OEEG24-EEBOC52613
Grantee	City of Springdale
Address	11999 Lawnview Avenue Springdale, Ohio 45246
Contact	Brian Uhl
E-Mail	buhl@springdale.org
Phone	(513) 346-5710
Program Activity	Brightening Ohio Communities
Technology or Materials	Lighting
Effective Date	03/01/24
Project Completion Date	02/28/25
Grant Source	U.S. Department of Energy – IIJA EECBG Funds
CFDA No.	81.128
Federal Award Source	SE-0000141
Amount of Award	\$237,439.75

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 Energy Efficiency Conservation Block Grant Brightening Ohio Communities Program** (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 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 **\$237,439.75** (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% 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% 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 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 their 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, 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 (<https://www.osti.gov/>). 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 SE-0000141."

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 their 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, their 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 be 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 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:

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

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:	E1BCH6WUN945	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 Brightening Ohio Communities application and budget is located within Grantor's electronic application system (Salesforce).

BOC Budget Information

Applicant Name: City of Springdale

Proposed Project Date: 03/01/24

To: 02/28/25

SUMMARY OF BUDGET:

Budget Categories	Portion Funded by Cost Share	Portion Funded by Grant	Total Project Line Item Expense
Equipment/Installation (Phase 3)	\$0	\$237,440	\$237,440
Total Budget Amount:	\$0	\$237,440	\$237,440

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 30 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 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: _____

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 they are otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. 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.

- F. 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.
- G. 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).
- H. 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.
- I. 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. 24-2024

**AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT
RELATIVE TO THE KENN ROAD IMPROVEMENTS PROJECT
BETWEEN THE CITY OF SPRINGDALE AND THE CITY OF
FOREST PARK AND DECLARING AN EMERGENCY**

WHEREAS, Section 153.61 of the Ohio Revised Code provides for agreements between municipal corporations for joint construction of public improvements; and

WHEREAS, a joint Cooperative Agreement between the City of Forest Park and the City of Springdale for the Kenn Road Improvements Project needs to be authorized and approved.

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

Section 1. It is hereby declared necessary and to be in the best interest of the City of Springdale to execute a Cooperative Agreement with the City of Forest Park in connection with the Kenn Road Improvements Project.

Section 2. The Mayor and City Administrator are hereby authorized to execute a Cooperative Agreement with the City of Forest Park in the form attached as Exhibit A (the “Agreement”) which is incorporated herein by reference.

Section 3. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. 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 to enter into the return agreement as soon as possible to ensure all deadlines for the project can be met.

Passed this 5th day of June, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

Exhibit A
Ordinance No. 24-2424

Kenn Road Improvements Project
Springdale - Forest Park Cooperative Agreement
Summer 2024

Whereas, the City of Springdale has identified a need to make various road improvements on Kenn Road; and

Whereas, because Kenn Road is jointly owned by both the City of Forest Park (Forest Park) and the City of Springdale (Springdale), the identified road improvements will have an impact on both Cities; and

Whereas, Springdale is proposing to accept State Contract Cooperative Purchase Program Pricing and install a project to address the identified road maintenance improvements on Kenn Road called the “Kenn Road Improvements Project;” and

Whereas, Forest Park recognizes the impact the “Kenn Road Improvements Project” will have on its portion of the street both structurally and visually, and the importance of maintaining the uniformity of the roadway in both communities; and

Whereas, Springdale wishes to partner with Forest Park on the “Kenn Road Improvements Project” to maintain the uniformity of Kenn Road.

Now, therefore, both parties agree:

1. Springdale will obtain pricing based on the State of Ohio Procurement Contract, and oversee the construction of the “Kenn Road Improvements Project.”
2. At the conclusion of the project, Springdale will submit an agreed upon invoice to Forest Park for its share of the cost of the project. A copy of the proposed work and associated estimate for the work scheduled to be performed in Forest Park is attached.
3. Thirty days following the receipt of the completed and agreed upon invoice from Springdale, Forest Park will reimburse to Springdale the cost of the improvements performed within Forest Park. This work is currently estimated to be \$56,926.88.

CITY OF SPRINGDALE

By: _____
Title

Date: _____, 2024

CITY OF FOREST PARK

By: _____
Title

Date: _____, 2024

Attachment to Exhibit A
Ordinance No. 24-2024

Cape Seal Street	From	To	Verified SQ YDS	Cape/Fibermat \$ 9.29	WZ Markings	644 Markings	Spray Patch		
Kenn Rd	W Kemper Rd	Pvmnt Change before overpass	9,535.00	\$ 88,580.15	\$ 88,580.15	\$ 4,198.00	\$ 11,074.00	\$ 10,000.00	
					\$ 44,290.08	\$ 2,099.00	\$ 5,537.00	\$ 5,000.00	\$ 56,926.08 Forest Park Share
					\$ 44,290.08	\$ 2,099.00	\$ 5,537.00	\$ 5,000.00	\$ 56,926.08 Springdale Share

ORDINANCE NO. 25-2024

AN ORDINANCE ACCEPTING A PROPOSAL UNDER THE OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH STRAWSER CONSTRUCTION, INC. IN THE AMOUNT OF \$325,211.76 FOR THE 2024 ANNUAL STREET IMPROVEMENT PROGRAM – CRACK SEAL AND CAPE SEAL PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Department of Transportation Cooperative Purchasing Program has advertised and received bids for the purchase of certain machinery, materials, supplies, and other articles and services that participants in the program can utilize; and

WHEREAS, the City of Springdale (the “City”) wishes to maintain various streets throughout the City through the application of crack seal and cape seal; and

WHEREAS, Strawser Construction, Inc. was the lowest and best bidder through the Ohio Department of Transportation Cooperative Purchasing Program for the labor, equipment, and materials to complete the City’s crack seal and cape seal project with a proposal amount of \$325,211.76.

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

Section 1. That the City of Springdale accepts the State’s specifications for the application of crack seal and determines that Strawser Construction, Inc. is the lowest and best bidder for the labor, equipment, and materials to complete the crack seal and cape seal project for the City in the amount of \$325,211.76 (the “Project”).

Section 2. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Strawser Construction, Inc. in the amount of \$325,211.76 for the labor, equipment, and materials for the Project (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 3. That the Finance Officer is hereby authorized to pay Strawser Construction, Inc. a sum not to exceed \$325,211.76 for the labor, equipment, and materials to complete the Project.

Section 4. 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 5. This ordinance shall take effect on the earliest date allowed by law.

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 said declaration of emergency is the need to execute the agreement prior to the expiration of the proposal in order to receive the bid price for the labor, equipment and materials associated with the Project.

Passed this 5th day of June, 2024.

Attest:

President of Council

Clerk of Council

Approved:

Mayor

Date



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570
www.strawserconstruction.com

PROPOSAL

4.8.2024

Chris Miller
City of Springdale
336 Northland Blvd
Springdale, OH 45246
513.346.5520
cmiller2@springdale.org

Project: 2024 Cape Seal Project

Dear Mr Miller,

Strawser Construction Inc. (“Strawser”) is pleased to present the following proposal for your review.

We will furnish all labor, equipment, and materials to complete the following scope of work:

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Cape Seal -Fibermat w/9's & Traditional Micro @22 LB	24,887.00	SY	\$9.24	\$229,955.88

Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
Work Zone Pavement Markings (642)	1.00	LS	\$11,995.00	\$11,995.00

Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
ODOT Spec 644 Thermo Markings	1.00	LS	\$31,695.00	\$31,695.00

Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
ODOT Type II Crack Seal	18,157.00	LB	\$2.84	\$51,565.88

Total				\$325,211.76
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A COLAS COMPANY

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www.strawserconstruction.com

PROPOSAL **(continued)**

PROPOSAL SPECIFIC CONDITIONS:

- Pricing valid for 30 days from date of Proposal on page 1. If Proposal has not been accepted and returned within 30 days, Strawser has the right to adjust pricing.
- By signing this Proposal, you are agreeing to **Strawser's Standard Terms and Conditions for Projects**, attached hereto.
- Proposed quantities are based on site conditions as of the date of this Proposal.
- This proposal is limited to the scope of work listed on page 1. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser.
- Prices are based on 1 mobilization. Work to be completed in 2024.
- Unit Price items will be billed per installed quantities.
- Prices include sales tax if project is not tax exempt.☐

Exclusions:

- Per ODOT specifications.
- Performance and payment bond. Bonding, if required, can be provided @ 1%.
- Water source, if required.

Notes:

- Pricing is based on assumption that existing pavement will support the weight of normal construction loads.
- Strawser is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- Upon the awarding of the proposal, please supply Strawser with an Ohio Department of Taxation Construction Contract Exemption Certificate, if applicable.
- Pavement to be clean of all debris before our arrival.
- Does not include any asphalt repairs

Please call with any questions.

Thank you,

Dominic Caminiti
Strawser Construction Inc.
614.203.8089
dcaminiti@strawserconst.com



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570
www.strawserconstruction.com

APPROVAL AND ACCEPTANCE

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$325,211.76

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department This account is subjected to a finance charge computed at an annual percentage rate of 18% on the total past due balance.

_____ Date: _____
Timothy W. Amling, Senior Estimator

_____ Date: _____
Douglas C. Perry, Senior Estimator

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: _____

Title: _____

Email Address: _____

Date of Acceptance: _____

Authorized Signature: _____



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570
www.strawserconstruction.com

Strawser Construction Inc.'s Standard Terms and Conditions

1. **Applicability.** The accompanying proposal/quotation/confirmation of work order/invoice and these terms (collectively, the "***Proposal***") comprise the entire agreement between the parties, and supersede all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The terms and conditions herein supersede and nullify, and Strawser hereby expressly rejects, any other terms or conditions found in any other agreements or documents, including but not limited to Customer's website, Customer's construction contracts, purchase order forms, and any contract between Customer and any third party. All sales for work and materials pursuant to this Proposal are subject to Strawser's approval of Customer's credit application and assignment to Customer of a credit limit.
2. **Pricing.** Unless otherwise stated in this Proposal or the quote provided herewith, prices quoted shall be good for a period of 30 days. Strawser reserves the right to adjust any prices for Proposals that are not complete within one hundred eighty (180) days from the date of the Proposal. Pricing includes overhead, profit, insurance, burdens, fringe benefits, consumables, small tools, standard PPE, labor, equipment, and material. **Prices in the Proposal are based upon estimated quantities and digital measurements ONLY and based upon plans and specifications provided by Customer. Payment shall be based upon actual field measurements and load tickets. Billing will be based upon measured quantities at the unit rates provided within.** In the event of any deviations from the plans and specifications provided by Customer, including depths, Strawser will need to re-price and will require the parties to execute an amended Proposal. If applicable, Strawser is to be included in negotiations with Owner on all modifications/change orders that will have an impact on Strawser's scope of work under this Proposal.
3. **Payment.** Payment terms are net 30 days from date of Strawser's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge computed at an annual percentage rate of 18% or the highest rate allowable by law, whichever is less. Strawser shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Customer's failure to make all payments due under this Proposal in a timely manner. In the event payment is not received within 30 days, Strawser has the right to stop work under the Proposal until such time as payment is received.
4. **Taxes.** Customer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Customer agrees to indemnify and hold Strawser harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Strawser. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
5. **Suspension; Termination.** In addition to any other remedies available to Strawser, Strawser may suspend or terminate this Proposal with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Proposal (or any other agreement Customer has with Strawser); (b) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Customer has with Strawser); (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (d) exhibits other adverse credit conditions that are unsatisfactory to Strawser, as determined by Strawser in its sole discretion.
6. **Commencement of Work.** Customer shall provide Strawser a construction schedule and appropriate notice prior to the commencement of Strawser's work under this Proposal. The Proposal assumes unimpeded access and egress to the site to perform Strawser's Work.
7. **Warranty.** Strawser warrants that the goods herein will conform to the specifications provided to Strawser prior to manufacture, shipment or placement of the materials. All work will be completed in a workmanlike manner according to standard industry practices. Strawser's obligation to meet the applicable specifications supersedes any and all other warranties. Strawser does not warrant design surfaces with less than 1% drainage. **THE EXPRESS WARRANTY PROVIDED IN THIS SECTION 7 IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY STRAWSER TO BUYER.**

Strawser Construction Inc.'s Standard Terms and Conditions (continued)

7. **STRAWSER DISCLAIMS AND CUSTOMER WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.** Customer shall verify that Strawser's proposed work and materials comply with the plans and specifications prior to installation. The express limited warranty set forth herein shall be void if Customer fails to pay Strawser in full for the work and materials provided by Strawser pursuant to this Proposal.
8. **Time.** Strawser shall make reasonable efforts to deliver materials and perform work by the specified delivery date. Strawser is not responsible for any delays in work or supply of materials due to labor disputes, pandemics, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. The period specified for delivery of goods or performance of work hereunder shall be extended by the period of delay occasioned by any such circumstance.
9. **Disclaimer for Work of Others.** Strawser assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Strawser responsible for any design deficiencies unless such are provided by Strawser.
10. **Modification.** No amendment or modification of this Proposal shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Proposal.
11. **No Waiver.** The failure of Strawser to exercise any right granted hereunder shall not impair or waive Strawser's privilege of exercising such right to any subsequent time or times.
12. **Damages.** Strawser's liability for any and all damages, including claims for damages by third parties, related to this Proposal shall be limited to replacement of work in place. IN NO EVENT SHALL STRAWSER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS PROPOSAL.
13. **Indemnity.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold Strawser, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, costs, expenses (including attorneys' fees), claims, suits, liabilities, and fines arising out of or in any way related to: (i) Customer's breach of this Proposal or (ii) any act or omission by or on behalf of Customer, its employees, and agents.
14. **Insurance.** Owner to carry fire, tornado and other necessary insurance.
15. **Applicable Law.** This Proposal, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the project is located. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Each party to bear its own costs.
16. **Miscellaneous.** Safety Data Sheets (SDS) prepared in accordance with OSHA's Hazard Communication Standard are available to ensure chemical safety in the workplace. Please contact Strawser at the phone number or address set forth on the attached page to obtain copies. All employers with hazardous chemicals in their workplaces must have labels and safety data sheets for their exposed workers and train them to handle hazardous chemicals appropriately. Customer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Customer's possession or to whom Customer sells or provides the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.

Sales and Use Tax

Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name City of Springdale
 Exact location of job/project Various Roads
 Name of job/project as it appears on contract documentation 2024 Cape Seal Project

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as define in Ohio Revised Code (R.C.) section 5739.02 (8)(12);	<input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name Strawser Construction Inc.
 Signed by _____
 Title _____
 Street address 1392 Dublin Road
 City, state, ZIP Columbus, OH 43215
 Date _____

Owner/Contractee

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Subcontractor

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Political Subdivision

Name _____
 Signed by _____
 Title _____
 Street address _____
 City, state, ZIP _____
 Date _____

Road or Street Name	Start	Limits	End	Verified SQ YDS
Cape Seal				
Kenn Rd	W Kemper Rd	Pvmnt Change before overpass		9535.00
Pictoria Dr	Springfield Pike	Pavement Change (Brick)		7715.00
Northwest Blvd	Begin of Brick Cul de Sac	Crescentville Rd		7637.00
Crack Seal				24887.00
Chesterdale Rd	Valdosta Dr (50' S of)	Crescentville Rd		6428.00
Rockcrest Dr	Ballinger Rd	Vista Glen Dr		2306.00
Fallstone Dr	Rockcrest Dr	Vista Glen Dr		2648.00
Vista Glen Dr	Cul de Sac	W Sharon Rd		7165.00
Ashleigh Ct	Cul de Sac	Vista Glen Dr		986.00
Springfield Pike	175' S of Cameron Rd	Pavement Change Before 275 Overpass		34665.00
Glenspring Dr	Kenn Rd	End Mainteance		17810.00
				72008.00

ORDINANCE NO. 26-2024

AN ORDINANCE ACCEPTING A PROPOSAL UNDER THE OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PAVEMENT TECHNOLOGY, INC. IN THE AMOUNT OF \$59,750 FOR THE 2024 ANNUAL STREET IMPROVEMENT PROGRAM – PAVEMENT REJUVENATOR PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Department of Transportation Cooperative Purchasing Program has advertised and received bids for the purchase of machinery, materials, supplies, and other articles and services that participants in the program can utilize; and

WHEREAS, the City of Springdale (the “City”) wishes to maintain various streets throughout the City through the application of pavement rejuvenator; and

WHEREAS, Pavement Technology, Inc. was the lowest and best bidder through the Ohio Department of Transportation Cooperative Purchasing Program for the labor, equipment, and materials to complete the pavement rejuvenator project with a proposal amount of \$59,750.

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

Section 1. That the City of Springdale accepts the State’s specifications for pavement rejuvenator and agrees that Pavement Technology, Inc. is the lowest and best bidder for the labor, equipment, and materials to complete the pavement rejuvenator project for the City in the amount of \$59,750.00 (the “Project”).

Section 2. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Pavement Technology, Inc. for the labor, equipment, and materials for the Project.

Section 3. That the Finance Officer is hereby authorized to pay Pavement Technology, Inc. the sum of \$59,750.00 for the labor, equipment, and materials to complete the Project.

Section 4. 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 5. This ordinance shall take effect on the earliest date allowed by law.

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 said declaration of emergency is the need to execute the agreement prior to the expiration of the proposal in order to receive the bid price for the labor, equipment, and materials associated with the Project.

Passed this 5th day of June, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date