

Agenda

1. Open Meeting

2. Pledge of Allegiance

3. Invocation

4. Roll Call

5. Minutes

[September 4, 2024](#)

6. Presentations

Police Department Swearing-In and Introductions (*Chief Butler*)

7. Committee and Official Reports

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| A. Civil Service Commission | Mr. Coleman – Mrs. Darby – Mrs. McNear |
| B. Rules and Laws | Mr. Jacobs – Mr. Vanover |
| C. Finance Committee | Mr. Vanover – Mrs. Webster |
| D. Planning Commission | Mrs. Sullivan-Wisecup – Ms. McFarland |
| E. Board of Zoning Appeals | Mr. Gleaves – Mr. Jacobs |
| F. Board of Health | Ms. McFarland |
| G. Capital Improvements | Mrs. Sullivan-Wisecup |
| H. O-K-I | Mr. Anderson |
| I. Mayor's Report | Mayor Hawkins |
| J. Administrator's Report | Mr. Uhl – Ms. Morgan |
| K. Law Director's Report | Mr. Braun |
| L. Engineer's Report | Mr. Riggs |
| M. Rental Program Committee | Mr. Vanover |
| N. Urban Farming Special Committee | Ms. McFarland |

8. Communications

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

10. Ordinances and Resolutions

[Ordinance No. 49-2024 \(Second Reading\)](#)

[AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR PARTICIPATION IN THE H2OHIO RIVERS INITIATIVE CHLORIDE REDUCTION GRANT PROGRAM](#)

[Ordinance No. 50-2024 \(Second Reading\)](#)

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

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[AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN ADDENDUM TO THE CURRENT AGREEMENT BETWEEN THE CITY OF SPRINGDALE AND SWIMSAFE POOL MANAGEMENT, INC.](#)

[Ordinance No. 52-2024 \(First Reading\)](#)

[AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CARL LAMPING FOR BUILDING OFFICIAL, RESIDENTIAL BUILDING OFFICIAL, AND MASTER PLANS EXAMINER SERVICES FOR THE CITY OF SPRINGDALE, OHIO](#)

[Ordinance No. 53-2024 \(First Reading\)](#)

[AN ORDINANCE AMENDING SECTIONS 30.03 AND 30.05 OF THE SPRINGDALE CODE OF ORDINANCES](#)

[Ordinance No. 54-2024 \(Emergency Clause\)](#)

[AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A BUSINESS INCENTIVE GRANT AGREEMENT WITH THE OWNER OF SLICK CITY ENTERTAINMENT AND DECLARING AN EMERGENCY](#)

[Resolution No. R13-2024](#)

[A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR](#)

11. Executive Session

12. Old Business

13. New Business

14. Meetings and Announcements

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

16. Recap of Legislative Items

17. Legislation in Development

18. Adjournment

City of Springdale Council

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President of Council Anderson called Council to order on September 4, 2024.

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

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

The minutes of the August 21, 2024 meeting were considered. Mrs. Sullivan-Wisecup made a motion to accept the minutes; Mr. Vanover seconded. The minutes were approved with seven affirmative votes.

Proclamation – Suicide Prevention Month

Mayor Hawkins presented a proclamation for Suicide Prevention Month.

Presentation – Denise Driehaus, Hamilton County Commissioner

President Anderson: Next on the agenda we have a presentation from Denise Driehaus who we're honored to have with us tonight. She's a Hamilton County Commissioner here to give us an update on the County. Ms. Driehaus, thank you for coming tonight.

Ms. Driehaus: Thank you very much. I appreciate it. Thank you for having me. I appreciate the hospitality.

Ms. Driehaus presented a pamphlet entitled, "Menu of Opportunity" which exemplified partnership opportunities, which included Economic Development opportunities. Ms. Driehaus introduced a variety of grant options. She proceeded to state several grants that Springdale received among them the Home Improvement Repair Program, as well as a Community Revitalization Grant for sidewalk extension. All of the programs received totaled \$363,000 in grant assistance to fund programs in Springdale. Ms. Driehaus discussed the 911 EMA Facility coming to Springdale and mentioned training opportunities through EMA.

Mr. Vanover: Not so much a question, but a comment. We were, well, it's been a year now, one of the continuing "Achilles heels" of doing stuff in Cincinnati downtown is parking. It's horrendous. We went over to a concert at, well, whatever it is, Heritage Bank arena, but, the Reds were in town, there were some other festivals going on, and, we spent 45 minutes to an hour looking for someplace to park, and, that's just one of many. So, we're expanding the convention center, and the parking around that was atrocious to say the least, so, I hope in these upgrades that some of this gets corrected because it doesn't make it appealing; not for local.

Ms. Driehaus: I appreciate that. We have gotten control of the garage across from the convention center. It was owned by an out of town group, and now we have control of that. It's through 3CDC, and, so, I think you will see that improve, and then we've got those parking lots just to the north of convention center as well to make sure that we've got the capacity for folks that are coming in. The other thing is, and I don't want to be necessarily known for this, but, we do build parking garages. We've got a parking fund because we in the City have built all those parking garages underneath The Banks, and primarily, to lift everything out of the flood plain, but, also to provide parking for the Reds, for the Bengals, for the Brady Center, for the arena. And, so, we have yet to build out for the lots down there. You will see increased parking when we finish that out. So, that's coming, but, that fund, we've used some of that money to build around the FC stadium. So, if you go down to any FC games, if you park in the garage, that's us. All restricted funds, by the way, it's no "General Fund" money, and then we just built the garage over at Findlay Market because there was a real need, very congested over there, and, so, the community was begging for a garage, and so we did kind of a dual benefit by having FC folks park there, and residents and folks that patronize Findlay can use that garage, but, I hear what you're saying. I know it's a challenge, and so we're trying to use that restricted fund to, and I hear you about convention center. I will pay close attention to that to make sure we've got capacity there. Thank you.

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Mr. Gleaves: Ms. Driehaus, thank you for coming down. I have a question about 3CDC. I see their signs everywhere downtown and they are all vacant buildings, and it seems like they're driving the whole pump of entertainment and everything. Do they have any competition?

Ms. Driehaus: Well, let me say that the City uses 3CDC a lot, especially along the corridors that are in Over the Rhine. They've done all that development in Over the Rhine. And, so, there's no one in that space necessarily in partnership with the City like they are, and, we, to be fair, we are using them with the City to help coordinate the convention center work, but, there's lots of other developers down there in that area; Model Management is one of them, Urban Sites is one of them, so, there are other developers down there that are getting quite a bit of work to develop down in that area as well.

Mr. Gleaves: Thank you.

Ms. Driehaus: No Bengals questions? Seriously? Alright then, I'm getting off easy.

President Anderson: Well, you might not. Hang on here. Our resident football player, Mayor Hawkins.

Mayor Hawkins: Well, if you're going to ask. Is Jamar Chase going to sign?

Ms. Driehaus: That's beyond my pay grade. We always negotiate with the Bengals. We're always in conversation with the Bengals about this, that, or the other thing. But, we are having a presentation either next week, or the following to have the Administrator, Jeff Aluotto present us with the renderings, for, the nuts and bolts of what we need to do to maintain that facility. It's old, but it's in great shape because we've maintained it well. And then, some of the things to make that facility more accessible, and more available to events outside of just football games; concerts, and high school games, other things. And, so, we're looking seriously at that, looking to have a financial stack that includes taxpayers. You all paid about 95% of the stack last time. That's not going to happen this time. Looking for the County to participate, but, also the Bengals participate, the NFL, and the State of Ohio. We're in active negotiations related to all of that. But, if you're interested, that presentation will be within the next week or two related to the Bengals and the stadium.

Mayor Hawkins: Yours, now, and the County's in the past collaboration with us, and other communities is appreciated. We had some benefit with regard to some grant dollars years ago from the CFA, in terms of assisting with some demolition of a hotel, and your continued efforts to provide grant dollars and make sure cities are aware of them is appreciated. And, thank you for coming out here and using your time.

Ms. Driehaus: Thanks, and thanks for your service on the CFA. Appreciate it.

President Anderson: Don't see any more questions. Again, thank you for coming out. We really appreciate the update and engagement with the Community.

Ms. Driehaus: I apologize I have to leave. I've got another engagement tonight. I usually stick around, but, I really, really appreciate the partnership. So, thanks for having me.

President Anderson: Well, maybe downplay the community grants so they're less competitive.

Ms. Driehaus: I won't tell anybody else.

President Anderson: Thank you.

President Anderson: Next on the agenda, we have an update on City branding from City Administrator, Mr. Uhl.

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Presentation – Brian Uhl, Springdale City Administrator

Mr. Uhl gave a brief history on the development of the updated branding for the City of Springdale and the partnership with the University of Cincinnati Blue Ash campus. He discussed how a variety of ideas came from the students after they learned the City's history. Mr. Uhl presented what the students had come up with. Mr. Uhl then displayed the final rendition that will be used for the City of Springdale, as well as all of the departments within the City. Mr. Uhl also presented the rendition for the future monument sign that will be used in front of the Municipal Building which includes a digital display.

Communications - None

Communications from the Audience

Mrs. Tudor: Good evening. Julie Tudor, 669 Park Avenue. Just wanted to come by and talk a little bit about the homeless man that is hanging out on Kemper Road and the same bus stop in front of my property that I manage. I did send out an email last week. Mayor Hawkins was kind enough to give me a call, which I greatly appreciate telling me that we need to call the police, the non-emergency number if he's inside the bus stop with his stuff; not just a bag; his grocery cart, his blankets, his boxes, everything. So, I have called the Police. The Police evidently have come. So, I don't know if the Police told him this, or he just decided on his own, but now he is simply right outside of the sheltered bus stop with all of his stuff. He's commandeered the entire bus stop. Nobody would feel comfortable going if they needed to, to sit there and catch a bus. So, I don't know if you guys need to pass another ordinance, strengthen the one you have, start enforcing the one you have on the books, but this is just an awful, terrible look to this Community if this is continued to be allowed to happen. Oftentimes, he sets up shop and starts selling things to people on the street. So, I mean, we don't want our City looking like the streets of San Francisco, and this is exactly what it's starting to look like. So, I would like to know if there's anything that could be done about this. Thank you.

Mr. Vanover: I'll just make a comment. I have received phone calls from residents over in my area about that. And, I have seen him on Kemper Road, I have seen him on International Boulevard going from Sharonville to West Chester, I have seen him as far north as Jungle Jim's. As a matter of fact, when I saw him last at Jungle Jim's, he was right in the entrance way; traffic coming in and going out, and if you haven't seen him, his cart is about three carts. It is a grocery cart running over, and he's got two or three pull carts. Actually, he has a piece of luggage on a walker. He camps out in front of Value City, Burlington there, so, I've gotten calls and, I do echo the concern, and I'll piggyback and add one to it. The panhandling on the exit ramps coming off of the interstate. The one coming off of eastbound 275 on to Route 4, and the one that really gets me is the one coming off of westbound 275, on to 747 north. Because they're in that triangle right there. I don't know. Something needs to be addressed one way or the other.

President Anderson: I know in the past when we've talked about the interstate, there was some concern about jurisdiction, so, I know there's some concerns there when we talked about it in the past. I'm not sure if those were addressed, but, one of the issues was that would require State intervention at that location.

Mayor Hawkins: The issue with regard to folks being without a domicile, and being in, and around our Community came with regard to some tension because specifically that individual I've seen on a daily basis, but, there are other individuals referenced before. There's one individual who will walk out in front of traffic and is at risk of being harmed or causing an accident. And, so, the thing that I encourage folks to do, and when I spoke with Ms. Tudor, I also, as I told her, had a text message from another resident coincidentally the same day, regarding the same individual. I told him, as I told her, and I'd tell any resident. If you see a circumstance, please call law enforcement. We'll do what we can through enforcement. The other part that everybody has to understand, and our Law Director can speak to, is there are some aspects with regard to constitutional privilege that limit what we can do in terms of freedom of movement, and, so, Council can only legislate so much, and then we can enforce so much within there, but, to the best that we can, through the confines of the law, and not violate anybody's constitutional rights, we will do what we can to enforce it. So, I tell folks please call. If you see folks, as indicated particularly in a bus stop, sort of in that situation, or in a park, what have you, please call and let law enforcement

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Mayor Hawkins (continued): try to address that in that situation, and law enforcement, my understanding, is going to, again, try to have folks one, be aware of some other options, and two move along from a situation of being sort of set up and camped out in a shop.

President Anderson: And, that's an important point to add. We talked about this when we were doing the ordinance around this topic. Calling in to the Police doesn't necessarily mean you're trying to arrest the person. The first intent is to try and get them help or services that they might need to be able to get on their feet, if that's something that they want to do. I know in some of these cases, we've had challenges with that where the person just isn't looking for services. They're comfortable moving the way they are, and that's where some of the issues Mayor Hawkins mentioned, some of the challenges we have as we're only permitted to enforce so much.

Mrs. Tudor: But, the problem now is he's not moving. He has taken up residency in this bus stop. You don't see him at Value City, or Jungle Jim's anymore. He is perfectly happy right where he is. There's got to be something, I would think legally, that you can do when somebody doesn't move. Mr. Braun do you have anything?

Mr. Braun: I would just point out for Council, you may recall, it's been a few months ago, you did adopt an unlawful camping ordinance that amended Chapter 140. Because I have it on my laptop, I just reviewed it. The activity you're describing would clearly fall within the parameters of that. So, I can certainly work with Mr. Uhl, and the Mayor to make sure that's passed down to the Police. This is a brand new ordinance, so, it may not appear in their ordinance book when they're reviewing things, but we can certainly make sure they're aware of it. I also remember that when this was originally passed, there was some discussion about kind of using a warning system in the beginning, but, obviously if it's continuing, I think that's a policy decision that Mr. Uhl can meet with the Mayor, and talk to the Police about. But, the legislation passed by Council clearly addresses what you're describing.

Mrs. Tudor: So, basically, then he should have to move along, right? Keep moving?

Mr. Braun: I haven't seen the activity, but, what I would tell you is the ordinance that was passed is designed to stop the kind of activity that you're talking about.

Mrs. Tudor: Because, I don't feel like people should keep bugging the Police. The Police have enough to do. So, if this ordinance is on the books, then, we just need to get the officers to enforce it, right? Okay. I'll keep an eye out. Thank you.

President Anderson: Again, if we're going to go back to the Police, I remember the discussion in that Council did have an extensive discussion wanting to make sure that the focus is first on making sure that safety and health issues were addressed, and that was the primary concern first, which includes getting people who want services connected to those services. We're not looking just to jail unhoused, but if it's affecting businesses, it's certainly something we need to address.

Ordinances and Resolutions

Ordinance No. 47-2024

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY LOCATED AT 505 WEST CRESCENTVILLE ROAD AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY

President Anderson: This is a second reading. There should be a public hearing attached to this one as well, is that right? Did we advertise it? It's just not on the agenda, but there's a public hearing attached to this that we'll deal with after reading the ordinance.

President Anderson: There is a public hearing attached to this ordinance, if anyone would like to speak for or against the ordinance, this is your opportunity to do that. You'd simply come up to the podium, state your name and address, and share information related specifically to this ordinance. So, at this point, the public hearing is open if anyone would like to speak, this is your opportunity. For what it's worth, I believe we have some of the developers in house.

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President Anderson (continued): Certainly you can speak now if you want, or, when we're in discussion. You certainly have an opportunity if need be to answer questions, we can bring you up then as well. Again, still, this is the public hearing. Second call. Third and final call. At this point, I'm closing the public hearing related to Ordinance No. 47-2024.

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 47-2024; Ms. McFarland seconded.

Mr. Lee: I don't have anything prepared, or to say, but, if there are questions for me, I'd be happy to answer them as they come up.

President Anderson: Could you state your name and address for the record.

Mr. Lee: Sorry. Spencer Lee, and I reside at 4517 Central Avenue in Indianapolis.

President Anderson: And you represent the developers?

Mr. Lee: Yes.

President Anderson: Are there any questions or discussion?

Mrs. Sullivan-Wisecup: I don't have anything for you right now. I just wanted to remind everybody on Council that this was heard at Planning Commission actually twice, and that we would encourage you to be in favor of this. And, again, special attention to Section 2, "a-i" as our rules. Thank you.

President Anderson: I don't see any other questions. I do want to thank you for coming in. We'll still vote on it in a moment here, but, I did want to thank you for coming in and being available for questions even though we haven't had them for you. I know you went through a lot of this in Planning Commission, and we, in this group, have the opportunity to benefit from all of that work that you already did, so, hopefully this is anti-climactic for you.

Mr. Lee: Absolutely. A little shorter than the last few times.

Ordinance No. 47-2024 passes with seven affirmative votes.

Ordinance No. 48-2024

AN ORDINANCE APPROVING A MAJOR MODIFICATION TO THE SPRINGDALE LAKE PLANNED UNIT DEVELOPMENT AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 12021 SHERATON LANE

President Anderson: There is a public hearing attached to Ordinance No. 48-2024. At this point, I'm opening up the floor for anyone in the public that would like to speak for or against this item. Again, you would just simply come up to the podium, state your name and address, and then share the information that you have. At this point, the floor is open. Again, I'll give you the same opportunity if you're here as the developer. You're certainly welcome to speak now or wait until we're in deliberation.

Mr. Abercrombie: Good evening, I'm Craig Abercrombie with Abercrombie and Associates. We're the Civil Engineer. We put the application together on behalf of Sugar Creek. I'm at 8111 Cheviot Road, Cincinnati, Ohio, 45247. We don't really have anything to add. I have Patrick Gilles with Sugar Creek. He can answer any questions kind of regarding the operation of the bodega, and then Dan Frank is our Landscape Architect. I can handle any site-related questions.

President Anderson: And we'll get to questions as soon as we get inside of deliberations when we're done with the public hearing.

Mr. Abercrombie: Thank you.

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President Anderson: The floor is still open if anyone else would like to address Council related to this ordinance. Second call. Third and final call. At this point I'm closing the public hearing for Ordinance No. 48-2024.

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 48-2024; Ms. McFarland seconded.

Ms. McFarland: I'll take this one Meghan (Sullivan-Wisecup). This as well has been through Planning Commission a couple of times. We worked a lot with the developers and with Sugar Creek to really address some concerns that we had and they were very open to addressing the issues with being so close to the apartments. So, this definitely comes with recommendation from Planning (Commission) as well.

Mrs. Webster: The last time somebody was here, and I asked him a question about the hours of operation, and he didn't really know. Do you know what the hours of the operation will be?

President Anderson: For people who might not be able to see in the audience, some representatives of the developers are here. Certainly you have the opportunity, if you'd like, to come up and answer the question, or, Administration might have the answer as well. If you have the answer, please just if you can state your name and address for the record.

Mr. Gilles: Patrick Gilles, 7931 Mitchell Farm Lane. I believe that was all answered in some of the zoning hearings. It was going to be like 7:00 a.m. to maybe 8:00 or 10:00 p.m. at the latest.

President Anderson: And again, you're here representing Sugar Creek?

Mr. Gilles: Yes.

President Anderson: Thank you.

Mrs. Webster: What did you say? I didn't hear you. Twelve a.m.?

Mr. Gilles: Seven a.m. to like ten p.m. at the latest. It might not even be ten.

Mrs. Webster: You don't know for sure what they're going to be?

Mr. Gilles: No.

President Anderson: I think it was in the packet. We can take a look.

Mrs. Webster: No, I haven't seen it.

Mr. Gilles: It was part of all the zoning hearings and everything that we addressed the hours of operation.

Mrs. Webster: Do you think it will be 7:00 a.m. to 10:00 p.m., but you're not sure.

Mr. Gilles: That is the best of my recollection because it's going to be a bodega with a coffee shop drive-thru, and morning breakfast sandwiches.

Mrs. Webster: Are there going to be places inside to eat?

Mr. Gilles: Yes. Tables?

Mrs. Webster: Yes. Okay, and what kind of food will you have?

Mr. Gilles: Breakfast sandwiches, and then lunch sandwiches, maybe pizzas.

Mrs. Webster: So, you're not really sure about that either, right?

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Mr. Gilles: We haven't developed the full menu yet.

Mrs. Webster: Okay. Okay, thank you.

Mrs. Sullivan-Wisecup: Thank you. I just wanted to make something clear. This is an Italian bodega, correct? That's what it was introduced to, to us was an Italian bodega, is that correct?

Mr. Gilles: That kind of theme, yes.

Mrs. Sullivan-Wisecup: Thank you so much.

President Anderson: Any other questions or discussion? (None)

Ordinance No. 48-2024 passes with six affirmative votes and one opposing vote (Webster).

President Anderson: Again, thank you to Sugar Creek and the developers for continuing to invest in Springdale. I know that facility where it is right now is a tough for so many operations, so, repurposing it, I think is a great opportunity. So, we thank you for joining us. Again, you're welcome to stick around and watch the rest of the sausage being made, or, we won't take offense if you leave.

Ordinance No. 49-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR PARTICIPATION IN THE H2OHIO RIVERS INITIATIVE CHLORIDE REDUCTION GRANT PROGRAM

President Anderson: Council, this was the first reading for Ordinance No. 49-2024. Are there any questions or discussion tonight?

Mr. Vanover: Just a footnote, the H2Ohio organization, just this past weekend, was struck by some low-life vandalisms to the tune of \$100,000. They stole a boat, damaged some monitoring. They monitor the water quality in the Ohio River, and, that just, you know, somebody, you know, protecting us and doing a yeoman's work. I hope they get what's coming.

President Anderson: Any other questions or discussion tonight? (None) Not seeing any lights, we'll go ahead and move on to the next item, this is for Ordinance No. 50-2024. Again, this is a first reading.

Ordinance No. 50-2024

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

President Anderson: This was the first reading for Ordinance No. 50-2024. Is there any questions or discussion tonight? (None) Not seeing any, we will see this again at our next meeting. The last ordinance we have on the agenda for tonight is Ordinance No. 51-2024. Again, this is a first reading.

Ordinance No. 51-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN ADDENDUM TO THE CURRENT AGREEMENT BETWEEN THE CITY OF SPRINGDALE AND SWIMSAFE POOL MANAGEMENT, INC.

President Anderson: Council, this was the first reading of Ordinance No. 51-2024. Is there any questions or discussion tonight? (None) Not seeing any, we will see this again at our next meeting. And again, this was something that was overwhelmingly supported when we discussed it before. So, I'm looking forward to continuing the relationship with SwimSafe myself.

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Old Business

Chapter 30.03 Ordinances and Resolutions

President Anderson: There's an item listed on that, which is Chapter 30.03 Ordinances and Resolutions. You may recall that we had talked last meeting that we had expected to have an ordinance that we could look at tonight to adjust or adapt that. In the discussions that Mayor Hawkins and I had as recently as today, and then into last week as well, there was some language that we still needed to clean up and wordsmith a bit, so, we weren't able to get an ordinance together that completely addressed all the issues that we had wanted to accomplish, so, just wanted to give that update to you. I fully expect, and I think Mayor Hawkins will agree, that we should have an ordinance available for Council's consideration at the next meeting. Is that right, Mayor Hawkins?

Mayor Hawkins: Yes. Yes, Mr. President.

President Anderson: So, again, apologies for not having it for tonight, but, there's some language we just wanted to clean up. When we start changing rules of Council, we want to make sure that we've considered all the things that it might touch. Alright, is there any other Old Business that anyone on Council would like to bring forward?

Mr. Vanover: Not so much Old Business, but just kind of a comment. I find it rather discouraging that a developer comes in, we're holding a public hearing, and they say nothing. Now, I know Planning (Commission), and I've been there, and I know the yeoman's work that they do, but, this is the only time that that developer will be before Council, and, that just doesn't sit well with me. We've had others, and been called out, but, you know, I would think, as a developer, I'm pushing a project, would be proud of that project, and want to talk and show it to everybody what that project is, and, this just is discouraging. My comment.

New Business - None

Meetings and Announcements

Mrs. Sullivan-Wisecup: Planning Commission will meet, next Tuesday, September 10th at 7:00 p.m. in these chambers.

Mr. Gleaves: The next meeting for the BZA was scheduled for September 24th has been cancelled.

Mayor Hawkins: ComeUnity Bash is this Saturday. Mud Quest, early in the morning with festivities starting I think around 3:00 in the afternoon. Also, next Wednesday, September 11th, 7:00 p.m., at the Rec Center, we will have a Town Hall meeting, and welcome and hope that folks will come out and have questions, and want to interact with their elected officials. Thank you.

Ms. McFarland: The next Board of Health meeting will be September 12th at 6:30 next to these chambers.

Ms. Morgan: The Civil Service Commission will meet tomorrow, at 2:00 p.m., adjacent to these chambers.

Communications from the Audience

Mr. Webster: My name is Doyle Webster, 12142 Peak Drive. I'd like to echo what Mr. Vanover said. I think, not because I found out here tonight in an open meeting, but, I think you guys just approved 273 apartment unit development, and anybody watching this, they don't know that happened. I mean, I really think that was poor of the developer of not giving some overview of what the development is like, and location. I know it's on some of the Showcase Cinema property, so forth and so on, but John Q. Public doesn't know that. And, he's not going to know that after watching this meeting. So, somebody, whether it's the developer, or if they

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Mr. Webster (continued): don't do it, I think somebody out here on the dais needs to give some overview of what you're doing. Because you approved a pretty big development tonight, and nobody watching this on tv is going to know that. For what it's worth. Thank you.

President Anderson: Would anyone like to address that?

Mrs. Sullivan-Wisecup: On the last meeting of every single month, they ask for all of the committee reports, and every month, they say, "Planning Commission, Mrs. Sullivan-Wisecup". And, I give a report, and I've reported on this more than once, because they've come back more than once. So, I have reported on this, and, if people watch the videos, and if they talk to each other, then, they would know that that's what that was. That's why we have our committee reports. Our committee reports aren't for us to talk. I talk all day to my husband, my family. I don't need to do that here. I do this here for information because that's what you told me to do when you were Mayor. You said for me to come and report and do what I'm supposed to do. So, I do my part. I can't help it if the people, the developers choose not to speak. That's on them. No one had any questions. I'd like to think it's because I had explained it, or Ms. McFarland had explained it because I know we both talk in tandem a lot, and I appreciate that. We try to do the best we can. We're not perfect. We're not going to give everybody every scrap of information they're always going to want when they want it. But, we're going to give you what you need, and what we know, and then everybody up here, it's up to you guys to make a decision on what to do. That's all that we can do. That's all that our job is. Thank you.

Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I was addressed by Ordinance No. 47-2024; An Ordinance Approving a Zoning Map Amendment and Preliminary Development Plan for the Springdale Cinema Apartment Project at 505 W. Crescentville Road. That passed with seven affirmative votes. Item II was addressed with Ordinance No. 48-2024; An Ordinance Approving a Major Modification to the Springdale Lake Planned Unit Development and Approving the Preliminary Development Plan for the Property Located at 12021 Sheraton Lane. That passed with six affirmative votes.

Legislation in Development

Mr. Jacobs: Ordinance Number 49-2024 received a first reading that's An Ordinance Authorizing the Execution of a Grant Agreement with the Ohio Environmental Protection Agency for Participation in the H2Ohio Rivers Initiative Chloride Reduction Grant Program. Item IV was addressed by Ordinance No. 50-2024, receiving a first reading; An Ordinance Declaring Certain City Property as Surplus Property and Authorizing the Sale, Disposal, or Transfer of Surplus Property. Item V was addressed by Ordinance 51-2024, which received a first reading; An Ordinance Authorizing the Mayor and City Administrator to Execute an Addendum to the Current Agreement Between the City of Springdale and SwimSafe Pool Management, Inc. Items in development for our next meeting; Item VI; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Grant Agreement with Slick City Action Parks and Declaring an Emergency. And, Item VII received a first reading tonight, or no, will receive a first reading on September 18th, I apologize; A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor. Unless there's anything else from Administration.

President Anderson: And, for the record, it is Council that officially requesting those items for the future Slick City, and the Resolution related to rates and levies that were listed in the Administrator's Report.

Mayor Hawkins: Administration is also asking if Council will add to the agenda, or request with regard to 30.03 specifically, as well as an ordinance for contract for professional services for Carl Lamping.

President Anderson: Yes, please consider those items added to the agenda unless there's objections from anyone on Council. Not seeing any. Let's include those for the next agenda.

Mayor Hawkins: Thank you.

City of Springdale Council

September 4, 2024

Adjournment

President Anderson: That's all we have for legislation development and a recap. All we have left before us is Item 16.

Mrs. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 8:04 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved:
Jeffrey Anderson, President of Council

_____, 2024

ORDINANCE NO. 49-2024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR PARTICIPATION IN THE H2OHIO RIVERS INITIATIVE CHLORIDE REDUCTION GRANT PROGRAM

WHEREAS, Section 126.60 of the Ohio Revised Code creates the H2Ohio Fund in the state treasury to be used for purposes including nature water projects defined in part as projects involving a natural water system that will improve water quality by reducing or aiding in the reduction of levels of phosphorus, nitrogen, or sediment in the waters of the state; and

WHEREAS, the H2Ohio Rivers Initiative Chloride Reduction Grant Program was developed to incentivize local communities to implement changes to slow and prevent increased levels of chloride in Ohio’s waterways through upgrades to equipment and salt loading and storage areas; and

WHEREAS, the Ohio Environmental Protection Agency administers the H2Ohio Rivers Initiative Chloride Reduction Grant Program with monies from the H2Ohio Fund; and

WHEREAS, the City of Springdale (the “City”) recognizes that chloride from deicers entering surface waters from roadways and stormwater runoff is an increasing water quality concern in the City and state; and

WHEREAS, the City applied for grant funding through the H2Ohio Rivers Initiative Chloride Reduction Grant Program to support upgrades to road salt application equipment and storage facilities to help prevent over application of salt on City roads and reduce runoff into waterways; and

WHEREAS, the Ohio Environmental Protection Agency has determined the City’s application meets the criteria set forth in Section 126.60 of the Ohio Revised Code and has awarded grant funding in an amount not to exceed \$72,318 to the City for the purchase and installation of a deicing truck fill and blend station with two 10,500 gallon storage tanks.

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

Section 1. That the Mayor and City Administrator are hereby authorized to execute a grant agreement with the Ohio Environmental Protection Agency for participation in the H2Ohio Rivers Initiative Chloride Reduction Grant Program (the “Agreement”) and to execute any and all other documents and agreements consistent with acceptance of the grant and participation in the program. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this ____ day of September, 2024.

President of Council

Attest:

Clerk of Council

Approved: _____

Mayor

Date



**Environmental
Protection
Agency**

Award Summary

2025 H2Ohio Rivers Initiative Chloride Reduction
State Grant

| | |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Title | H2Ohio River Initiative Chloride Reduction - Equipment |
| Project Number | 24H2OSALT-181 |
| Project Start Date | September 1, 2024 |
| Project Closing Date | August 31, 2025 |
| Subrecipient | City of Springdale 11700 Springfield Pike Springdale, Ohio 45246-2312 |
| Subrecipient I.D. No. | 31-6010111 |
| Project Representative | Chris Miller City of Springdale 11700 Springfield Pike Springdale, Ohio 45246-2312 513-346-5523 CMILLER2@SPRINGDALE.ORG |
| Grantor | Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049 |
| Grant Coordinator | Martha Spurbeck Division of Surface Water Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049 614- 644-2869 martha.spurbeck@epa.ohio.gov |
| Grant Award | \$ 72,318 |
| Project Location Watershed | Hamilton County East Fork Mill Creek – Mill Creek / 05090203 01 01 |

**OHIO ENVIRONMENTAL PROTECTION AGENCY
H2OHIO RIVERS INITIATIVE: CHLORIDE REDUCTION GRANTS
STATE GRANT AWARD AGREEMENT**

PREAMBLE

This H2Ohio Rivers Initiative: Chloride Reduction State Grant (“Grant”) Award Agreement (“Agreement”) for the award identified in the Award Summary affixed to the front of this Agreement, is entered into by and between the Director of Environmental Protection (“Director”) on behalf of the Ohio Environmental Protection Agency (“Ohio EPA” or “Grantor”) and Grantee identified in the Award Summary. This Agreement establishes the duties and obligations of Ohio EPA and Grantee (with Ohio EPA and Grantee together referred to as “the parties”).

WHEREAS Revised Code (“R.C.”) 3745.01(C) and (E) authorize the Director to advise, consult, cooperate and enter into contracts or agreements with any other agencies of the state, the federal government, other states, interstate agencies, and persons and with affected groups, political subdivisions, and industries in furtherance of the purposes of R.C. Chapters 3704., 3714., 3734., 3745., 3751., 3752., 6109., and 6111., and to accept grants for water pollution control and water resource planning,

WHEREAS R.C. 126.60, created in the State Treasury the H2Ohio Fund, which fund monies shall be used for any of the following purposes: (1) agriculture water projects; (2) community water projects; (3) nature water projects; (4) awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities; (5) funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities; (6) encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts; and (7) other purposes, policies, programs, and priorities identified by the Ohio Lake Erie Commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy,

WHEREAS R.C. 126.60 (A)(3) defines nature water project to mean a project involving a natural water system that will improve water quality by reducing or aiding in the reduction of levels of phosphorus, nitrogen, or sediment in the waters of the state. Nature water project includes a project involving research, technology, design, construction, best management practices, conservation, or maintenance, the creation, maintenance, or restoration of wetlands, flood plains, flood control systems, and buffers throughout the state, including the western basin of Lake Erie,

WHEREAS the Director has determined that Grantee’s application for the Grant conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria set forth in R.C. 126.60,

WHEREAS the General Assembly has authorized the Director to award the Grant identified in the Award Summary,

WHEREAS for purposes of this Grant Award, “Eligible Project Costs” may be reimbursed in an amount not to exceed the amount set forth in the Award Summary.

WHEREAS Ohio EPA desires to engage Grantee in, and Grantee desires to perform, the services provided for in this Agreement, in accordance with the terms and conditions prescribed by Ohio EPA.

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth in this Agreement, Ohio EPA and Grantee agree as follows:

ARTICLE I
Award

1. **(Award)** Pursuant to the terms and conditions of this Agreement, Ohio EPA hereby awards a grant in the amount identified in the Award Summary as “award monies” to Grantee, which award monies shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of duties and obligations by Grantee.

ARTICLE II
Designees / Communications

2. **(Grantee’s Designee)** Grantee shall coordinate all work with Ohio EPA through Grantee’s designee, who shall be known as the “Project Contact,” who shall have the authority to represent Grantee in the performance of its duties and obligations under this Agreement. The initial Project Contact shall be the person identified as such in the Award Summary. Grantee may designate different Project Contacts by providing written notification to the “Grant Coordinator”.
3. **(Director’s Designee)** Ohio EPA shall coordinate all work with Grantee through the Director, Chief of Ohio EPA’s Division of Surface Water or his or her designee, which designee shall be known as the “Grant Coordinator,” who shall have the authority to evaluate Grantee’s performance under this Agreement and provide the necessary determinations, resolutions, revisions, approvals, or denials required by this Agreement. Given Ohio EPA’s responsibilities under state law with respect to the work performed and award monies administered, Ohio EPA shall be the sole judge as to the adequacy of the work and its conformity to the terms and conditions of this Agreement. Any questions or dispute regarding the duties and obligations of Grantee shall be resolved by the Grant Coordinator. The initial Grant Coordinator shall be the person identified as “Grant Coordinator” in the Award Summary. The Director, through the Division of Surface Water, may designate different Grant Coordinators by providing written notification to the Project Contact.

4. **(Communications)** Except as provided elsewhere in this Agreement or as may be required by the Grant Coordinator, all notifications, requests, submittals, consents, payment requests or other communications to the Project Contact or the Grant Coordinator shall be by electronic communications compatible with that used by Ohio EPA. All such communications shall be effective upon the date of receipt by the addressed person.
5. **(Publications, Documents, Software, Events, and the Like) RESERVED**

ARTICLE III
Dates / Performance

6. **(Effective and Project Closure Dates)**
 - a. This Agreement shall be effective and binding upon the parties on the date the last required signature is affixed to this Agreement, consistent with the provisions of this Agreement.
 - b. The project's scope of work, work plan or comparable activities or tasks are identified in an attachment(s) to this Agreement and shall be completed on or before the Project Closure Date identified in the Award Summary. Notwithstanding the Project Closure Date, the last quarterly fiscal and progress reports, responses to evaluations and Closing Report shall be submitted by the dates set forth in this Agreement, or as maybe revised by the Grant Coordinator. The Project Closure Date shall not be extended except upon a written, signed consent by the Project Contact and the Grant Coordinator. Any such consent shall occur before the Project Closure Date. Ohio EPA shall have no responsibility to provide financial assistance to Grantee for work performed outside of the terms of this Agreement.
7. **(Performance)**
 - a. Grantee and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Grantee and subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of Ohio EPA, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement.

- b. Grantee shall be solely responsible for the hiring of all its employees and for all of Grantee's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, phone services and office space, and shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- c. Grantee shall be solely responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement and shall successfully perform and complete the work, activities, and requirements set forth in this Agreement. Grantee may subcontract its duties and obligations, As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants. Grantee shall bind its subcontractors to the terms and conditions of this Agreement and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement.
- d. Ohio EPA may, from time to time, communicate specific instructions and requests to Grantee concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, unless a different period is specified in such notice, Grantee shall comply with such instructions and fulfill such requests to Ohio EPA's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement, and that the management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee.
- e. All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties and their respective agents, successors, and assigns; provided neither party may assign, delegate, or transfer any of its respective duties, rights, and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, delegation or transfer shall operate to release Grantee from its liability for the performance of its duties and obligations under this Agreement. No party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Any assignment, delegation or transfer not consented to may, at the sole discretion of Ohio EPA, be deemed void.
- f. Ohio EPA enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee agrees. warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Grantee's performance of work under this

Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications and registrations necessary to lawfully provide and perform the services. Where applicable, such persons are appropriately medically monitored during the activities undertaken. Ohio EPA shall not be required to provide any training or hire, supervise, or pay any assistants to Grantee to perform or enable it to perform services required under this Agreement. As used in this Agreement, the terms "tasks," "services" and "work" may be read interchangeably if the sense requires.

- g. If monitoring and environmental analysis activities are funded under this grant, Grantee shall submit a Quality Assurance Project Plan ("QAPP") to the Grant Coordinator within ninety (90) after the effective date of this Agreement unless an extension request has been submitted by the Grantee and approved by the Grant Coordinator. Failure to provide a QAPP within the prescribed period may result in delayed processing of payment requests. Monitoring and analysis activities commenced under this Agreement prior to the submittal and approval of the QAPP by the Grant Coordinator may be ineligible for reimbursement.

ARTICLE IV **Fiscal**

- 8. (Availability of Award monies)** It is expressly understood and agreed by the parties that none of the duties and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Revised Code including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary award monies are available or encumbered and, when required, such expenditure of award monies is approved by the Controlling Board of the State of Ohio, or until such time that Ohio EPA provides Grantee with written notice that such award monies have been made available to Ohio EPA by its funding source. If Ohio EPA should learn that award monies are unavailable to meet its obligations set forth herein, Ohio EPA will use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.
- 9. (Biennium Limitations)** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to Ohio EPA by the Ohio General Assembly for this project. Unless terminated pursuant to this Agreement, this Agreement shall be automatically renewed in each succeeding fiscal biennium in which any balance of sums payable by Ohio EPA under this Agreement remains unpaid, provided that both an appropriation of unpaid funds and the certification required by R.C. 126.07 are made, and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties agree in writing to payments beyond the Project Closure Date.

10. (Expenditures / Payments / Costs)

- a. Expenditures of award monies shall be pursuant to this Agreement, with Grantee to employ its own procurement procedure, provided said procedures comply with applicable state law and rules.
- b. Unless revised by the Grant Coordinator and / or set forth in an attachment to this Agreement, once each calendar quarter (3 months), Grantee shall submit invoices (also referred to as “payment requests”) for the actual expenses incurred in the performance of this Agreement, in accordance with the project dates provided in an attachment to this Agreement and on forms provided by Ohio EPA.
- c. Pursuant to Ohio Adm.Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. A payment request shall include, but not be limited to:
 - i. Grantee’s name, federal employer identification number (or other appropriate identification), and the address where payment is to be sent,
 - ii. Purchase Order number which authorizes the purchase of services, a description of the services performed, and total hours worked,
 - iii. Signature of Grantee’s Chief Fiscal Officer or comparable official, certifying that to the best of his/her knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, the requested is valid, and the work performed is consistent and compliant with this Agreement, and
 - iv. Such other information as required by the Grant Coordinator.
- d. Upon receipt of a proper payment request and approval of such request by the Grant Coordinator, a voucher for payment will be processed. The Grant Coordinator shall notify Grantee of any defect or impropriety of a payment request.

- 11. (Payment Restrictions)** Unless revised by the Grant Coordinator and/or as set forth in an attachment to this Agreement, the first payment shall not be requested or paid until this Agreement is effective and Grantee has completed at least one quarter of work. The first and subsequent payments shall not be made until Ohio EPA determines that Grantee has demonstrated satisfactory progress in compliance with this Agreement, as demonstrated by the quarterly progress reports required under this Agreement, and upon submittal of a proper payment request form with authorized signature and certification. The final payment under this

Agreement shall only be made upon satisfactory completion of the project and submission to Ohio EPA of an approvable closing report, including a final proper payment request with authorized signature and certification.

12. **(Program Income)** Program income or interest earned during the project period shall be reported on the quarterly fiscal reports and Closing Report. Grantee shall promptly, but at least quarterly, remit to Ohio EPA any interest earned on advances. Grantee may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.
13. **Expenditures Prior to Effective Date of this Agreement)** Grantee may, at its own risk, incur allowable, allocable, and reasonable costs prior to the effective date of this Agreement, but after the Project Start Date, provided such costs are pursuant to and consistent with, this Agreement. Prior to the effective date of this Agreement, no prior approvals by Ohio EPA shall be given. As used herein, Project Start Date means the date specified in the Award Summary. Work performed before the Project Start Date shall not be reimbursed or provided with financial assistance.
14. **(Eligible and Ineligible Costs Reimbursement)** The Grant Coordinator shall determine whether costs are eligible for reimbursement. Cost eligible for reimbursement are:
 - a. Live Edge/Articulated Blades,
 - b. Calibration/Salt Spreader Control Systems/ GPS Tracking/Monitoring Systems/Road Temperature Sensors,
 - c. Upgraded Salt Spreader(s) to Allow Calibration/Control System/GPS Tracking or Monitoring Systems,
 - d. Brine Mixers, brine tanks,
 - e. Brine Application Equipment,
 - f. Equipment Rinse and Rinse Collection for Recycling,
 - g. Sweeper for Cleaning Salt from Exterior Loading Areas,
 - h. Conductivity Meters (for water monitoring), and
 - i. Salt Storage (eliminates exposure of salt to rainwater and/or runoff and overburdened storage)
 - i. Improving salt storage and loading areas (e.g., berms, poured concrete, or covered loading areas),

- ii. Structural facility improvements (e.g., repair or replacement of existing facilities to address leakage, or to prevent runoff from entering storage shed), and
- ii. Permanent salt storage facility or covers.

Cost ineligible for reimbursement include personnel or any administrative costs.

- 15. (Separate Accounting)** All award monies received, and expenditures made under this Agreement shall be accounted for separately from other revenues received and expenditures made by Grantee and shall not be commingled with other funds. Records shall be kept consistent with generally accepted accounting practices (“GAAP”) and Ohio EPA directives which are available from the Grant Coordinator.
- 16. (Supporting Records)** Grantee shall be responsible for the receipt and expenditure of award monies and for maintaining adequate supporting records and documentation for award monies received and expenditures made, consistent with GAAP and Ohio EPA directives. Support records and documentation, which shall include agreements, contracts, invoices, vouchers, personnel time accounting records, purchase receipts and other data as appropriate, shall provide:
- a. An accurate, current, and complete accounting of all financial transactions for services performed or entered into under this Agreement,
 - b. Identification of the source and expenditure of award monies,
 - c. Control and accountability for all award monies, property and other assets and written assurance that award monies are used solely for the authorized purpose and are eligible costs,
 - d. A comparison of actual costs versus budgeted costs,
 - e. Procedures for determining eligible costs, and
 - f. A systematic method to resolve audit findings and recommendations.
- 17. (Record Retention)** In a manner consistent with GAAP and Ohio EPA directives, Grantee shall keep full and complete documentation of all fiscal accounting and any other record or document required by this Agreement on file for five (5) years after the Project Closure Date, or as such date may be renewed or extended, provided that if any litigation, claim, or audit is instituted before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Documentation supporting fiscal accounting shall be filed in a manner allowing for the documentation to be readily located.

18. (Access to Records) During the term of this Agreement and until five (5) years after the Project Closure Date or as extended pursuant to Agreement, Grantee shall provide Ohio EPA and the State of Ohio, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine and copy, or if requested, shall submit to Ohio EPA within two (2) weeks following a written request, any books, documents, papers and records of Grantee involving transactions or other activities related to this Agreement.

19.1 (Audit)

- a. Ohio EPA and the State of Ohio, or their duly authorized representatives shall have the right to audit Grantee's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.
- b. Grantee shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by Ohio EPA, and follow up on such findings as directed.

20. (Evaluations) The Grant Coordinator shall evaluate the project to determine if sufficient progress is being made by examining the performance required under this Agreement in conjunction with the milestone dates, the time remaining for performance within the project period, the availability of award monies necessary to complete the project, and such other criteria as the Grant Coordinator deems relevant. After any evaluation, the Grant Coordinator may transmit to Grantee a written evaluation report and may require responses from Grantee. If responses are required, Grantee shall respond in writing within thirty (30) days of its receipt of the evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.

21. (Quarterly Fiscal and Progress Reports) Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, Grantee shall submit quarterly fiscal and progress reports, both with required original signatures and certifications, summarizing project activities before the thirtieth (30th) day following the quarter. Grantee shall use the most recent reporting format provided by Ohio EPA, which may include online computerized reporting in a program to be determined by Ohio EPA. Failure to submit required reports will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.

22. (Closing Report) Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, closing fiscal summary and progress reports (together referred to as "Closing Report") shall describe all fiscal and technical activities and accomplishments during the term of this Agreement. The Closing Report shall integrate and add to all previously submitted fiscal and progress reports, use the most recent reporting format provided by Ohio EPA, and

shall be submitted within forty-five (45) days after the Project Closure Date or such renewed or extended date.

ARTICLE V **Suspension or Termination**

- 23. (Suspension or Termination)** The Grant Coordinator, by providing written notice to Grantee, may immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and require total or partial refund of any award monies provided under this Agreement, including interest which may have accrued on such monies, if in the Grant Coordinator's judgment:
- a. Grantee failed to comply with or satisfactorily perform any duty or obligation required by this Agreement,
 - b. Grantee has not shown the ability to perform in a satisfactory manner in the future, including but not limited to, failure to ensure reasonable completion of the project within the project period,
 - c. Grantee has not complied with state laws or rules,
 - d. Satisfactory performance of this Agreement is substantially endangered,
 - e. There is an unavailability of funds from Ohio EPA's funding source, whether an appropriation or otherwise; or
 - f. Upon other just cause.
- 24. (Cessation of Work/Report)** Grantee upon receipt of a notice of suspension or termination shall immediately cease work on the suspended or terminated activities and take all necessary and appropriate steps to limit expenditures and minimize costs, and shall within thirty (30) days of receipt of such suspension or termination notice, submit a written report that identifies and details the work performed to that date, accomplishments, evaluation of project activities, and such other matters as may be required by Ohio EPA.
- 25. (Payment of Services)** Grantee shall be reimbursed for eligible cost incurred and uncancelable commitments for activities related to the workplan up to the date Grantee received notice of suspension or termination, less any payments previously received, provided Grantee has supported such payments requests with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by Ohio EPA for which Grantee has not rendered services or cannot support such payment with detailed factual data, shall be returned to Ohio EPA.

26. **(Waiver of Additional Compensation)** Grantee agrees to waive any right to, and shall make no claim for, additional compensation against Ohio EPA by reason of such suspension or termination.
27. **(Termination of Agreement by Grantee)** Grantee may terminate this Agreement upon receipt by Ohio EPA of thirty (30) days prior written notice, whereupon termination shall be administered as if commenced by Ohio EPA.
28. **(Mutual Termination)** Upon mutual written, signed consent of the parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Grantee shall submit a request for payment which shall be reviewed pursuant to this Agreement.
29. **(Legal and Equitable Remedies)** The Director reserves the right to seek any and all other legal and equitable remedies.

ARTICLE VI
Liability

33. **(Liability)**
 - a. Each party agrees to be responsible for any and all claims for injury or damages arising from this Agreement which are attributable to its own actions or omissions or those of its trustees, officers, agents, employees, suppliers, third parties utilized by Grantee, subcontractors, or joint venturers, while acting under this Agreement, as determined by a court of competent jurisdiction. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
 - b. Neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, as determined by a court of competent jurisdiction. Each party shall seek its own legal counsel and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.
 - c. Notwithstanding any other term or condition in this Agreement, Ohio EPA's liability to Grantee for damages, whether in contract or in tort, shall not exceed the amount of award monies earned to date under this Agreement or the amount of direct damages incurred by Grantee, whichever is less. Grantee's sole and exclusive remedies for Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall Ohio EPA, any Ohio EPA employee, or the State of Ohio be liable to Grantee for any indirect or consequential incidental, special or punitive damages, including, but not

limited to, loss of profits, even if the State, Ohio EPA, or Ohio EPA employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Grantee shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successors or assign's fault or negligence. Ohio EPA is hereby released from any and all liability for injury received by Grantee, its agents, successor's or assigns while performing tasks, duties and obligations set forth in this Agreement.

ARTICLE VII **Debarment**

34. **(Debarment)** Grantee hereby certifies, affirmatively represents and warrants that Grantee and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to R.C. 153.02 or 125.25, and should this certification, representation and warranty be found to be false, this Agreement is void *ab initio* and any award monies provided to Grantee pursuant to this Agreement shall be immediately repaid to Ohio EPA and an action may be immediately commenced by the State of Ohio for recovery of said monies.

ARTICLE VIII **Agreement**

35. **(Agreement)** This Agreement contains the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement may not be modified, amended, or supplemented, or rights herein waived, except upon written, signed consent by the parties, provided that any such modification, amendment, supplementation, or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon Ohio EPA's authority to enter into agreements. The provisions of this Agreement are severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
36. **(Headings)** Headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

- 37. (Controlling Law/Jurisdiction)** This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- 38. (Current Version and Incorporation by Reference)** Where this Agreement references or cites to a state or federal law, statute, rule or regulation where compliance is to be achieved, such law, statute, rule, or regulation is hereby incorporation by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, or regulation, may from time to time be amended during the term of this Agreement. All documents that are affixed or attached to this Agreement are hereby incorporated by reference into this Agreement as if fully rewritten herein.

ARTICLE IX **Executive Orders**

- 39. (Executive Orders)**
- a. Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Grantee shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors, the goods and services acquired under this Agreement.
 - b. Grantee affirms to have read and understands Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
 - c. Grantee affirms, understands, and agrees to disclose the principal location of business for the Grantee and subcontractors who are supplying services and immediately notify Ohio EPA of any change or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that are outside of the United States.

- d. If Grantee or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments. If Grantee or any of its subcontractors perform any such services, purchases, or investments, Grantee shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.
- e. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- f. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Grantee performed outside the United States.

ARTICLE X **Prohibitions / Compliance**

- 40. **(Contracts to Perform Substantially Identical Work)** Grantee certifies, represents, and warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of Ohio EPA to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.
- 41. **(Nondiscrimination / Written Affirmative Action Plan)**
 - a. Pursuant to R.C. 125.111 and 4112.02, Grantee, its employees, and any person acting on behalf of Grantee shall not discriminate, by reason of race, color, religion, military status, sex, age, ancestry, national origin, or disability against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement, nor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, military status, sex, age, ancestry, national origin, or disability.

- b. R.C. 125.111(B) provides that all contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Grantee affirms that it has read and understands the aforementioned Revised Code sections and if applicable, shall abide therewith in the performance of this Agreement.

42. (Human Trafficking) Grantee and any person acting on behalf of Grantee shall not engage in human trafficking; procure a commercial sex act or use forced labor in the performance of this Agreement.

43. (Smoke Free and Drug-Free Workplaces) Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

44. (Statutory Conflicts / Contributions / Soliciting Donations / Self Promotion)

- a. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or conflicts with, R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.
- b. Pursuant to its standard operating procedures and a due diligence inquiry, Grantee hereby certifies, to the best of its knowledge, that Grantee, its partners, officers, directors, shareholders, or spouses of any such person have not made contributions in excess of the limitations specified in R.C. 3517.13.
- c. Grantee shall not use any award monies to solicit donations or memberships to Grantee's organization. Use of or reference to, this Agreement, or the existence thereof, by Grantee to promote the business of Grantee is prohibited, unless otherwise consented to in writing by the Grant Coordinator.
- d. No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work and the end of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his / her functions and responsibilities with respect to said work.
- e. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of this paragraph shall

immediately disclose said interest to the Grant Coordinator in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the Grant Coordinator determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to the public interest.

- f. Grantee certifies, represents, and warrants that Grantee and those employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further certifies, represents, and warrants that in the performance of this Agreement, Grantee shall at all relevant times comply with R.C. 102.04, and ensure that Grantee's employees comply with said Statute.
- g. In the performance of this Agreement, any of the persons enumerated in the above paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

- 45. **(Lobbying)** Grantee shall not use any award monies to support any political campaign for elective office, support attempts to lobby legislation before a legislative body or administrative agency, engage in lobbying of the federal, state, or local government or in litigation against the State of Ohio or United States unless authorized by law. Lobbying Activity Forms may be attached to this Agreement.
- 46. **(Certification Against Unresolved Findings for Recovery)** Grantee represents and warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be void *ab initio* and Grantee shall immediately repay to Ohio EPA any award monies paid under this Agreement.
- 47. **(Compliance / Assistance)** In the performance of the duties and obligations under this Agreement, Grantee shall comply with and/or assist the Ohio EPA in compliance with, all applicable:
 - a. State of Ohio Executive Orders,
 - b. Ohio Department of Commerce Prevailing Wage Guidelines regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto, and
 - c. Applicable state or federal laws, rules, or regulations.

ARTICLE XI
Miscellaneous

- 48. (False Claims)** Grantee shall promptly notify the Grant Coordinator and refer to the Ohio Inspector General any credible evidence that any person has committed a civil or criminal violation of law involving the award monies.
- 49. (Signage) RESERVED**
- 50. (Public or Media Events)** Within twenty (20) working days advance notice, Grantee shall notify the Grant Coordinator of public or media events or news releases publicizing the accomplishments or significant events as a result of this Agreement and provide the opportunity for attendance and participation or a statement by the Ohio EPA.
- 51. (Health, Safety and Environmental Compliance)** All health, lab and field activities conducted under this Agreement shall be in accordance and compliance with all applicable health, safety and environmental laws, regulations, and guidelines.
- 52. Management Practices**
- a. Grantee shall properly operate and maintain any best management practices or management practices implemented through this Agreement in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project, Grantee shall consider the potential impacts of climate events (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and to the maximum extent feasible, incorporate resilience to the potential impacts of climate events into the design, implementation, and operations of the project.
 - b. If the installation of best management practices is funded under this Agreement, within ninety (90) days after the effective date of this Agreement Grantee shall provide the Grant Coordinator with documentation of the anticipated useful life period, in terms of years, of the best management practices and assurances that best management practices will be properly operated and maintained throughout the anticipated useful life period in accordance with the design standards and specifications. Failure to provide the above best management practices documentation within the prescribed period may result in delayed processing of payment requests. Best management practices installation costs incurred prior to submittal of the above documentation may be ineligible, within the sole discretion of the Grant Coordinator, for reimbursement under this Agreement.

53. **(Disposition of Waste)** Disposal of all wastes shall be in accordance with state and federal regulations and rules and is the responsibility of the Grantee.
54. **Timely Fiscal Expenditures.** Grantee shall ensure that award monies are expended timely, commensurate to the progression of project. To ensure compliance with unliquidated obligations policies, Grantee shall notify the Grant Coordinator of potential drawdown delays that exceed 180 days.
55. **(Inability to Meet Outputs / Outcomes)** Grantee shall inform the Grant Coordinator as soon as problems, delays, or adverse conditions that will materially impair Grantee's ability to meet the outputs/outcomes specified in the project's scope of work, work plan or comparable activities or tasks, are known.
56. **(Documents to be Submitted at time of Signature) RESERVED**
57. **(Conflict)** Where there is a conflict or inconsistency between the body of this Agreement and an attachment, the attachment shall govern.

By signing below, Grantee assures and certifies that the specific information detailed in this Agreement is current, accurate and complete, and that Grantee has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project described in this Agreement.

By signing below, Grantee further assures and certifies that Grantee and its principals, to the best of its knowledge and belief:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from receiving any state or federal awards, grants, contracts, or the like,
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public {Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b, and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

By signing below, Grantee further assures and certifies that Grantee has been advised of the requirements imposed upon Grantee by state laws, regulations, rules, and the provisions of this Agreement, as well as any supplemental requirements imposed by Ohio EPA.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

(Grantee's Signature)

(Date)

(Print Name)

(Print Title)

Anne. M. Vogel, Director
Ohio Environmental Protection Agency

(Date)

APPENDIX A-Project Deliverables

City of Springdale

H2Ohio River Initiative Chloride Reduction-Equipment

24H2OSALT-181E

| Objectives | Deliverables | Deliverable Units | | Description |
|----------------------------------|---------------------------------|-------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Equipment | Polyethylene Tanks 10,500 gal | 2 | Tanks | Successful completion will allow the City of Springdale to purchase storage tanks and truck blending/filling station. |
| | Deicing Truck Fill Station | 1 | Unit | |
| Project Specific Outreach | Newsletter | 1 | Update | Project will be supported with an educational and outreach component that will include activities such as developing a press release, updating and/or creating a website, installation of projects signs, etc. |
| | Social Media | 1 | Update | |
| | Website Update | 1 | Update | |
| Project Reporting | Submit Progress Reports | 4 | Reports | Submit required reports to Ohio EPA at specified intervals |
| | Submit quarterly Fiscal Reports | 4 | Reports | |
| | Submit closing Fiscal Report | 1 | Report | |
| | Submit closing Technical Report | 1 | Report | |

8/2/2024 11:28

APPENDIX B-Approved Budget

City of Springdale

H2Ohio River Initiative Chloride Reduction-Equipment

24H2OSALT-181E

Budget Form Worksheets

| Category | Category Totals |
|--------------|-----------------|
| Personnel | \$0 |
| Fringe | \$0 |
| Travel | \$0 |
| Equipment | \$72,318 |
| Supplies | \$0 |
| Contractual | \$0 |
| Other | \$0 |
| Cost Share | \$0 |
| Total | \$72,318 |

Budget By Funding Source

| Category | Federal | Local | Category Totals |
|--------------|-----------------|------------|-----------------|
| Personnel | \$0 | \$0 | \$0 |
| Fringe | \$0 | \$0 | \$0 |
| Travel | \$0 | \$0 | \$0 |
| Equipment | \$72,318 | \$0 | \$72,318 |
| Supplies | \$0 | \$0 | \$0 |
| Contractual | \$0 | \$0 | \$0 |
| Other | \$0 | \$0 | \$0 |
| Cost Share | \$0 | \$0 | \$0 |
| Total | \$72,318 | \$0 | \$72,318 |

8/2/2024 11:35

APPENDIX B-Approved Budget

City of Springdale

H2Ohio River Initiative Chloride Reduction-Equipment

24H2OSALT-181E

Equipment Subform

| | Amount | Justification |
|---|--------------------|-------------------------------------------------------------------------------------------------|
| 1 | \$38,100.00 | Costs associated with purchasing deicing truck fill/blend system with cloud based connection. |
| 2 | \$24,580.00 | Costs associated with purchasing two (2) 10,500 gallon storage tanks. |
| 3 | \$2,138.00 | Costs associated with purchasing hoses to connect tanks to fill station and applying equipment. |
| 4 | \$7,500.00 | Costs associated with installation of tanks and fill/blend station. |
| | \$72,318.00 | SUBTOTAL |

ATTACHMENT

**GRANT
APPLICATION**

(or applicable portions)



Part 1: Cover Sheet

Project Applicant Information

Organization: City of Springdale

Mailing Address: 11700 Springfield Pike

City: Springdale

State: Ohio

Zip+4 45246-2312

County:

Hamilton

**Federal Tax
Identification #:** 31-6010111

Do you apply salt or other deicers to roads, sidewalks or surface lots throughout your territory?

YES

General Project Information

Please ensure the person designated as the authorizing official has full authority to sign the grant agreement and any contracts related to the grant.

Project Manager

Project Manager

First Name Chris

Last Name Miller

**Phone Number
(with Area Code)** 513-346-5523

Project Manager

Email: CMILLER2@SPRINGDALE.ORG

**Address:
(if different from
above)** SAME

City: **State:** **Zip +4**

**Total Funds
Requested:**

**Name (12-digit
HUC):** East Fork Mill Creek – Mill Creek

**USGS 12-digit HUC
Number Code:** 05090203 01 01

This project is described in an approved 9-Element Ohio Nonpoint Implementation Strategy (NPS-IS) or AMDAT strategy?

- Yes
- No (see Below)
- Not Sure

If not described in an approved 9-element NPS-IS, are you preparing or updating an existing NPS-IS?

Yes, we plan to update the existing NPS-IS.

Applicant Authorization

To the best of my knowledge and belief, all data and information contained in this project application is true, current, and correct. This application package is duly authorized by the following governing body:

Authorized

Individual Name: John J Jones

Title: City Administrator

**Individual
Signature:**

John J Jones 1/31/2024

Date:

This signature may be submitted with an esignature on the Adobe PDF copy. Otherwise, this page may be printed, signed, scanned, and submitted along with the full Microsoft Excel file and Adobe file submitted via email to cara.hardesty@epa.ohio.gov and john.mathews@epa.ohio.gov. Thank you.

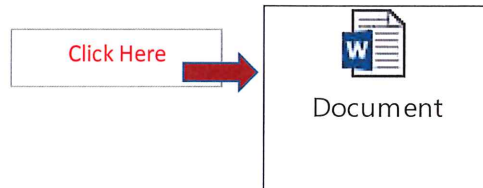


Part 2: Project Grant Budget

| Category | Description | Grant Dollars | Line Item Total | Entity Owning Equipment or Site Improvement |
|--------------------|---------------------------------------------------------------|--------------------|--------------------|---------------------------------------------|
| Equipment | Deicing Truck Fill/Blend System W/Cloud Based Connection | \$ 38,100.00 | \$ 38,100.00 | City of Springdale |
| Equipment | Deicing Storage Tanks (2 - 10,500 Gal) | \$ 24,580.00 | \$ 24,580.00 | City of Springdale |
| Supplies | Hoses to Connect Tanks to Fill Station and Applying Equipment | \$ 2,138.00 | \$ 2,138.00 | City of Springdale |
| Subcontract | Installation of Tanks and Fill/Blend Station | \$ 7,500.00 | \$ 7,500.00 | City of Springdale |
| Subcontract | Update 9-Element NPS-IS Plan | \$ 2,000.00 | \$ 2,000.00 | City of Springdale |
| Grand Total | | \$74,318.00 | \$74,318.00 | |

Part 3: Project Work Plan

Provide an overview of the proposed project. Please include the current status of equipment or facilities, benefits of new or improved equipment or facilities, projected timeline of purchase/construction, and a detailed description of budget line items and how they fit within the scope of your project. If it is necessary to include budget information from outside of the grant term, please indicate it will not be covered with grant funds. Graphics, documents, tables, or photos are encouraged.



Double click on Word document box. A blank Microsoft Word document will open. Please type the project overview in this document. This document will save within the Excel document. You do not need to print this off separately.

Project Impact

What is the area impacted by this project? What percentage of your equipment or storage area will benefit from this proposal? Example responses might include: 100% of our fleet will be upgraded with calibrated equipment. Include a description of operations and your project's site and service area.

(If more space is needed please add additional sheet labeled with question heading.)

The area of impact will be 100% of our snow and ice removal fleet as well as our storage of liquid de-icing and future anti-icing products. Currently we operate 5-7 de-icing trucks that apply rock salt and liquid calcium when needed during sub 20 degree weather. The City of Springdale is located on 4.99 square miles or 3193.60 acres of residential, commercial and mixed use areas that are evenly distributed throughout the community. With roughly .01 square mile or 6.4 acres of the community being waterways that drain to the East Fork of Mill Creek. We are starting to see a push to a more mixed use development of our current and former commercial office areas and with that we feel that our serviceable areas will impact our current operations. Within our 4.99 square miles we maintain 138.51 lane miles which includes two state routes (SR 4 and SR 747) which are vital connections to IR 275 and surrounding communities. With this project we feel, we will reduce our sole reliance on rock salt and have the ability to apply brine with a reduced rate of rock salt by up to 30% based on research publications.

Financial Need and Project Commitment

Explain the financial need for requesting grant funds and how funding will support the success of your project. Describe your organization's long-term operational and financial commitment to your project. What type of strategies are in place to continue to support your project without additional and/or future grant funding?

(If more space is needed please add additional sheet labeled with question heading.)

This project has been of interest to the City of Springdale for the past ten plus years and due to budget constraints the city has not had that opportunity to move forward with the purchase of the storage tanks and truck blending/filling station during that time frame. The grant funding would allow the City of Springdale to advance our snow and ice operation into the future by being more effective with our de-icing treatments as well as getting started in anti-icing operations. Our future plans and operational commitments after the grant funding is to have the ability to store a large volume of liquid de-icing/anti-icing materials that will help our department achieve our goal of reducing the amount of rock salt that we typically use. In addition to the ability to store a large volume of material, we have started to adapt our new fleet of snow and ice trucks to have the ability to be more versatile with the hook lift system. This system has been up fitted on our most recent truck (2022) and is currently being implemented into the design of our next truck purchase. Our plan is for these trucks will have the ability to carry and apply liquid only material via a tank system on a flatbed body. In addition to the liquid only body, we are looking to add more liquid capacity to our current fleet of dump body trucks.



Is this work being conducted in cooperation with other local government entities in your area? **Please answer Yes or No.** If Yes, describe how this is a cooperative or regional effort. (Example - Municipalities, villages, and/or townships in county are cooperating together on this effort to upgrade snow removal equipment.)

NO

If Yes, Please explain below

(If more space is needed please add additional sheet labeled with question heading.)



Explain how the success of your project will be measured and evaluated. Examples Include, but are not limited to, amount of salt tracked and applied, amount of salt reduced, contamination reduction with facility upgrades, etc.

(If more space is needed please add additional sheet labeled with question heading.)

The success of this project will be measured and evaluated through our current process of tracking salt and chloride usage based on every storm event that we have in the City of Springdale. Our records date back to 1995. We will keep track of the number of snow events, material used (rock salt, liquid brine and/or calcium). We will be able to compare the amount of materials used as it compares to the previous years of record. In addition to how we currently record our usage of material during each event, the proposed truck fill/blend system will allow us to track the loading and unloading of liquid material via the truck system. This will provide more precise usage data to allow for accurate data collection on each event.



Ohio EPA requires you to acknowledge the grant program's participation in your project. How will you incorporate this? Examples include, but are not limited to, a funding announcement or news release by recipient, social media post by recipient

(If more space is needed please add additional sheet labeled with question heading.)

The City of Springdale will write and post a social media excerpt about the grant program's participation in the project along with a section on our website that is dedicated to snow and ice control. We can also include a small write up in our newsletter that goes out to the residents.

Training

Is your organization committed to providing training on the appropriate use of equipment and facilities purchased with this funding and for the purpose of preventing impairing surface and ground water resources due to deicing materials?

YES

ORDINANCE NO. 50-2024

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

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

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

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

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

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

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

Passed this ____ day of September, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

Exhibit A
Ordinance 50-2024

| Asset ID | Qty | Description | Serial or Model Number |
|-----------------|------------|----------------------------------------|-------------------------------|
| ADM-R3-01 | 1 | Smith Corona Typewriter | 7302473, Model KA13 |
| ADM-R3-02 | 1 | HP ProDesk 600 G1 | 20A4031G77 |
| ADM-R3-03 | 1 | HP Compaq Elite 8300 | 20A30215PP |
| ADM-R3-04 | 1 | HP Compaq Elite 8300 | 20A30215NS |
| ADM-R3-05 | 1 | HP Compaq Elite 8300 | 20A30215PF |
| ADM-R3-06 | 1 | HP ProDesk 600 G1 | 20A4031G6V |
| ADM-R3-07 | 1 | HP ProDesk 600 G1 | 20A4031G9M |
| ADM-R3-08 | 1 | HP ProDesk 600 G1 | 20A4031G4B |
| ADM-R3-09 | 1 | HP Compaq Elite 8300 | 20A30215N6 |
| ADM-R3-10 | 1 | HP Compaq Elite 8300 | 20A302123G |
| ADM-R3-11 | 1 | HP ProDesk 600 G1 | 20A4031G70 |
| ADM-R3-12 | 1 | HP Compaq Elite 8300 | 20A30215NH |
| ADM-R3-13 | 1 | Dell Monitor | CN-OCC-639-72872-61D39MT |
| ADM-R3-14 | 1 | HP SH429 | 3CQ8230564 |
| ADM-R3-15 | 1 | NetGear ProSafe | IDU275320008A |
| ADM-R3-16 | 1 | HP Compaq Elite 8300 | 20A30215R4 |
| ADM-R3-17 | 1 | HP Compaq Elite 8300 | 20A30215P2 |
| ADM-R3-18 | 1 | HP Elite Desk 800G1 | 20A40310M6 |
| ADM-R3-19 | 1 | HP Compaq 6000 | 20A007OH2T |
| ADM-R3-20 | 1 | HP ProDesk 400G5 | MXL8291FSD |
| ADM-R3-21 | 1 | HP ProDesk 400 G5 | MXL91934N7 |
| ADM-R3-22 | 1 | HP ProDesk 400G5 | MXL9361QTR |
| ADM-R3-23 | 1 | HP ProDesk 400G5 | MXL9392PDK |
| ADM-R3-24 | 1 | Dell Optiplex 5070 | 55VMH13 |
| ADM-R3-25 | 1 | Dell Optiplex 5070 | 55VH513 |
| ADM-R3-26 | 1 | Dell Optiplex 5070 | 55WFS13 |
| ADM-R3-27 | 1 | Dell Optiplex 5070 | 55WLH13 |
| ADM-R3-28 | 1 | HP ProDesk 600G2 | 2UA6442X81 |
| ADM-R3-29 | 1 | HP Compaq 8100 Elite | MXL0211QVY |
| ADM-R3-30 | 1 | L-Shape Metal Desk (wood-like top) | 01570 |
| TECH-R3-01 | 1 | HP Laptop | 2CE3351NOJ |
| TECH-R3-02 | 1 | Toshiba Laptop | 47059342H |
| TECH-R3-03 | 1-lot | Old Avaya phones, 3 push button phones | |
| TECH-R3-04 | 1 | Dell Laser Printer C2660dn | 898E8485 |
| TECH-R3-05 | 1 | HP Printer | CNGC72D1LN |
| TECH-R3-06 | 1 | Computer Monitors: HP | MYA4340415 |
| TECH-R3-07 | 1 | HP MONITOR | MYA434041H |
| TECH-R3-08 | 1 | Dell Monitor | CN0D8254-72201-4C7-5CVL |
| TECH-R3-09 | 1 | Texas Instrument Calculator | TI-5033 III |
| TECH-R3-10 | 1 | Panasonic Calculator | Model JE-656NP |
| TECH-R3-11 | 1 | HP MONITOR | CNT813K0GK |

Exhibit A
Ordinance 50-2024

| Asset ID | Qty | Description | Serial or Model Number |
|-----------------|------------|-----------------------------|-------------------------------|
| TECH-R3-12 | 1 | HP LaserJet 4Plus | 6776 |
| TECH-R3-13 | 1 | HP MONITOR | 0FR3 |
| TECH-R3-14 | 1 | Tripp Lite Battery Backup | 300558 |
| TECH-R3-15 | 1 | APC Battery Back up | AS0418230015 |
| TECH-R3-16 | 1 | Emerson Batttery Back up | S22M |
| TECH-R3-17 | 1 | Dell Monitor | LOPO |
| TECH-R3-18 | 1 | HP Lasert Jet | CNFB860547 |
| TECH-R3-19 | 1 | Dell monitor | CN-OUH-837-48220-663-0459 |
| TECH-R3-20 | 1 | HP MONITOR | 3cq1-145pqc4 |
| TECH-R3-21 | 1 | Dell Monitor | MX-02Y311-47605-41M-APOW |
| BLDG-R3-01 | 1 | AOC Monitor | FMEDCHA034791 |
| BLDG-R3-02 | 1 | AOC Monitor | ESGCAHAO23126 |
| BLDG-R3-03 | 1 | Dell Optiplex 5070 | FKVDT13 |
| BLDG-R3-04 | 1 | HP ProDesk 400G5 | MXL8291FTW |
| PW1 | 1 | 2000 GMC K2500 Pickup Truck | 1GTGK29R0YF497842 |
| PW4 | 1 | 2014 RICOH COPIER | E204R401045 |
| PW5 | 1 | IPHONE 11 PRO | DNPZQ3WQN6XM |
| PW6 | 1 | IPHONE 11 PRO | DNPZQ1PXN6XM |
| PW7 | 1 | IPHONE 11 PRO | F17DFGL9N6XM |
| TX-R3-01 | 1 | HP ProDesk 400G5 | MXL91934JK |
| TX-R3-02 | 1 | HP ProDesk 400G5 | MXL91934MP |
| TX-R3-03 | 1 | HP ProDesk 400G5 | MXL8291FSZ |
| TX-R3-04 | 1 | HP LaserJet PII02W | VND3D79845 |
| TX-R3-05 | 1 | HP LaserJet PII02W | VND3S69789 |
| TX-R3-06 | 1 | Canon Scan/Print | NYA31038 |
| TX-R3-07 | 1 | HP OfficeJet Pro 8210 | CN66UBTISX |
| TX-R3-08 | 1 | Brother Printer | U63310L2F427500 |
| TX-R3-09 | 1 | Dell Monitor | CN-OMCO40-6418-SA9-OBLC |
| TX-R3-10 | 1 | HP Monitor | CNN73738QO |

ORDINANCE NO. 51-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN ADDENDUM TO THE CURRENT AGREEMENT BETWEEN THE CITY OF SPRINGDALE AND SWIMSAFE POOL MANAGEMENT, INC.

WHEREAS, with the adoption of Ordinance No. 08-2024, the City of Springdale (the “City”) entered into an agreement with Swimsafe Pool Management, Inc. for the management, operation, and maintenance of the swimming pools located at the Springdale Community Center; and

WHEREAS, the City and Swimsafe Pool Management, Inc. desire to continue their existing relationship by executing an addendum to extend the agreement for an additional one-year term.

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

Section 1. That the Mayor and City Administrator are hereby authorized to execute an addendum to the current agreement with Swimsafe Pool Management, Inc. in the amount of \$199,330.00 for the management, operation, and maintenance of the swimming pools located at the Springdale Community Center (the “Addendum”). A copy of the Addendum is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this _____ day of September, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

EXHIBIT A
Ordinance No. 51-2024

ADDENDUM

This document serves as an addendum to the agreement dated March 8, 2024, between the City of Springdale, Ohio and SwimSafe Pool Management, Inc.

The parties agree to exercise the additional two-year option contained within the March 8, 2024 agreement with Exhibit "A", Exhibit "B", and Exhibit "C" revised to include dates for the 2025 season.

All other terms and conditions of the original agreement dated March 8, 2024 shall remain unchanged.

ADDITIONAL TWO YEAR OPTION: By initialing below, on or before September 21, 2024, Client elects to make this a two-year agreement, at a price of \$199,330.00 for year 2025 (May 24-September 1). Client Initial Here _____

CITY OF SPRINGDALE, OHIO

SWIMSAFE POOL MANAGEMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Fees and Payment Schedule

CITY OF SPRINGDALE

Year 2025

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

EXHIBIT "B"

Pool Schedule, Hours of Operation, Staffing and Pool Parties

May 24, 2025 through September 1, 2025

| | Pool Operation | Concession Operation |
|----------------------|-----------------------|-----------------------------|
| Monday | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |
| Tuesday | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |
| Wednesday | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |
| Thursday | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |
| Friday | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |
| Saturday | 12:00 pm to 6:00 pm | 12:00 pm to 6:00 pm |
| Sunday | 12:00 pm to 6:00 pm | 12:00 pm to 6:00 pm |
| Memorial Day | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |
| July 4 th | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |
| Labor Day | 12:00 pm to 8:00 pm | 12:00 pm to 8:00 pm |

Weekends: Beginning August 4th, the pool will be closed on weekdays. Pool will be open normal hours on weekends and Labor Day.

After Hour Parties

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

Staffing:

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

Pool Party Fee Schedule/Structure

After hours Pool parties will be provided by SSPM's lifeguards for Clients parties that go beyond the normal hours of operation (i.e., Family Party). SSPM shall bill Client for After-hours Pool parties at a rate of \$30.00 per hour per lifeguard or manager. This allows SSPM to pay lifeguards time and a half for working beyond normal hours of operation at the pool. All SSPM insurance shall apply to Pool parties.

“EXHIBIT C”

Schedule for Events

Kid Swim Lessons

Kids swim lessons take place 10:00 a.m. to Noon
Each Monday through Thursday
June 2, 2025 through June 26, 2025
July 7, 2025 through July 31, 2025

Adult Swim Lessons

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

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

Swim Team Practices

Swim team practices Tuesday May 27, 2025 through Friday May 30, 2025 from 11:00 a.m. to 12:00 p.m.

Swim team practices Monday through Friday, Monday June 2, 2025 through Friday July 11, 2025 from 7:15 a.m. to 9:55 a.m.

The exact dates and time will be provided when the schedule is finalized.

Swim Meets

There are four home swim meets.

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

Adult Water Aerobics

Occurs one hour a week on eight scheduled Saturdays.

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

ORDINANCE NO. 52-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CARL LAMPING FOR BUILDING OFFICIAL, RESIDENTIAL BUILDING OFFICIAL, AND MASTER PLANS EXAMINER SERVICES FOR THE CITY OF SPRINGDALE, OHIO

WHEREAS, Building Official, Residential Building Official, and Master Plans Examiner services are required by the City of Springdale (the “City”); and

WHEREAS, Carl Lamping is qualified to perform these professional services for the benefit of the City; and

WHEREAS, the City seeks to enter into a professional services agreement with Carl Lamping to provide Building Official, Residential Building Official, and Master Plans Examiner services to the City.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into a professional services agreement with Carl Lamping for Building Official, Residential Building Official, and Master Plans Examiner services for the City of Springdale, Ohio (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. That Carl Lamping is to perform the services and receive compensation as set forth in the attached Agreement.

Section 3. That the Finance Officer/Tax Commissioner is hereby authorized to pay Carl Lamping compensation for the Building Official, Residential Building Official, and Master Plans Examiner services according to the terms of the Agreement.

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.

Passed this ____ day of October, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of October, 2024 by and between the City of Springdale, Ohio, (the "City") and Carl Lamping ("Consultant"), both of whom understand as follows:

WHEREAS, the City of Springdale desires to engage the Service Provider to perform the professional services of a Building Official, Residential Building Official, and Master Plans Examiner in accordance with Ohio state laws and regulations;

WHEREAS, the Carl Lamping agrees to provide such services under the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES AND AUTHORITY

1. The City hereby agrees to contract with Carl Lamping to serve as a consultant to the City and assist with various projects and assignments in the City Building Department on an as-needed basis (the "Services").

2. In performance of the Services, the Consultant shall report to and receive work assignments from the City Administrator, or his designee. The Services shall include inspection of commercial and residential structures in compliance with current building, zoning, and property maintenance codes; approving and signing building permits, plans, and Certificates of Occupancy; and other associated duties as may be requested by the City Administrator. The Consultant shall provide his own vehicle, phone, and any other equipment that may be necessary to perform the Services. The Consultant may be given access by the City Administrator or designee to City-owned software for record keeping and communication purposes. The Consultant is an independent contractor and not an employee of the City and as such shall not be entitled to any benefits from the City. The Consultant shall be responsible for the payment of all payroll taxes, workers' compensation, and insurance as required by law.

3. The Consultant agrees to provide Building Official, Residential Building Official, and Master Plans Examiner services to the City that will fulfill all applicable duties and requirements of Chapters 3781. and 3791. of the Ohio Revised Code (ORC) and Section 4101:7-3-01 of the Ohio Administrative Code (OAC). Services will include the administration and interpretation of the applicable building codes, examination of plans for compliance with the Ohio Building Code and Residential Code of Ohio, and technical direction to certified Building Inspectors employed by the City. Consultant must maintain a license to practice architecture in the state of Ohio and certification as a Chief Building Official, Residential Building Official, and Master Plans Examiners as prescribed by Section 4101:7-3-01 OAC.

SECTION 2. TERM

This Agreement shall be effective November 1, 2024 and continue until otherwise terminated. The Agreement is terminable at-will by written notice to either party.

SECTION 3. COMPENSATION

The City agrees to pay Consultant for the Services rendered pursuant to this Agreement at the hourly rate of One-Hundred Thirty Dollars and 00/100 (\$130.00) per hour payable monthly. In further consideration of this agreement and the anticipated work, Consultant agrees to be available to assist the City on matters on an as-needed basis for the Services as outlined in this Agreement.

In consideration of the services provided by Carl Lamping, the City agrees to pay a retention payment in the amount of \$12,000.00, disbursed as follows:

1. Payment 1: The first installment of \$4,000.00 shall be paid on or before November 30, 2024.
2. Payment 2: The second installment of \$4,000.00 shall be paid on or before June 30, 2025.
3. Payment 3: The final installment of \$4,000.00 shall be paid on or before January 31, 2026.

The retention payments are contingent upon the Consultant's continued employment with the City through each respective payment date. Should the Consultant voluntarily terminate employment or be terminated for cause prior to any scheduled payment date, he shall forfeit any remaining unpaid retention payments.

The retention payments are in addition to the Consultant's regular rates and are subject to all applicable taxes and withholdings.

SECTION 4. INSURANCE REQUIREMENTS

1. The Consultant shall, at their own expense, maintain Errors and Omissions Insurance coverage throughout the duration of this Agreement and for a period of at least twelve (12) months after the termination or completion of services provided under this Agreement. The insurance policy shall have a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Proof of Insurance: The Consultant shall provide the City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured. The Consultant shall provide updated certificates upon the renewal of the insurance policy or upon request.
3. Notice of Cancellation or Material Change: The Consultant's insurance policy shall provide that it cannot be canceled or materially changed without at least thirty (30) days' prior written notice to the City Administrator.

SECTION 5. HOURS OF WORK

Consultant and City Administrator will determine the hours reasonably necessary to complete the Services as outlined in this Agreement. The consultant will invoice the City for services rendered monthly.

SECTION 6. GENERAL PROVISIONS

1. This text shall constitute the entire agreement between the parties and supersedes any previous agreement entered into by the City and Consultant;
2. Consultant agrees to observe and comply with all federal, state and local laws, ordinances and resolutions in any manner affecting the performance of services under the terms of this Agreement.
3. The obligations in this Agreement shall become effective commencing upon the date of signature and continuing until terminated by either party as provided for herein;
4. If any provision of the Agreement is found to be unlawful or invalid, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed by the City and the Consultant has signed and executed this Agreement, in duplicate, the day and year first above written.

THE CITY OF SPRINGDALE, OHIO

CARL LAMPING

By: _____
Brian C. Uhl, City Administrator

By: _____
Lawrence C. Hawkins III, Mayor

APPROVED AS TO FORM:

Joseph J. Braun, Law Director

ORDINANCE NO. 53-2024

**AN ORDINANCE AMENDING SECTIONS 30.03 AND 30.05
OF THE SPRINGDALE CODE OF ORDINANCES**

WHEREAS, the Council of the City of Springdale, Ohio (“Council”), has previously adopted certain rules and procedures contained in Chapter 30 of the Springdale Code of Ordinances related to the manner in which legislation is prepared for Council meetings; and

WHEREAS, Council seeks to revise Section 30.03 in its entirety and portions of Section 30.05 to better reflect the actual manner in which legislation is prepared and presented to City Council for its consideration.

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

Section 1. Section 30.03 of the Springdale Code of Ordinances shall be amended in its entirety to read as follows:

§ 30.03 ORDINANCES AND RESOLUTIONS.

- (A) With the exception of pre-drafted ordinances or resolutions from other governmental agencies, or ordinances drafted by outside legal counsel, all ordinances and resolutions shall be in writing and prepared and reviewed as to form by the Law Director and may be submitted to Council for its consideration:
 - (1) By the appropriate Committee;
 - (2) By an individual Councilmember;
 - (3) At the request of Council;
 - (4) By the Mayor; and
 - (5) By the Law Director (administrative matters of a legal nature only).
- (B) Except for emergency ordinances and resolutions, all others must be at the Clerk of Council's office no later than 12:00 p.m. on the Friday prior to the regular Council meeting.
- (C) There shall be a standard distribution of all ordinances and resolutions established. That shall be: Council, the Mayor, the Clerk of Council, Finance Officer/Tax Commissioner, the Law Director, the City Administrator, and the Assistant City Administrator.
- (D) Tabled ordinances and resolutions shall be automatically placed on the agenda by the Clerk of Council for the next meeting, or for any other meeting as specified by Council at the time the ordinance or resolution is tabled.
- (E) An ordinance or resolution, or one similar in effect to one, that has been defeated by Council, shall not be brought to the floor of Council by any member for consideration for 90 days after the date of defeat except by prior motion of Council, with four votes in favor.
- (F) An ordinance or resolution requested under 30.03(A)(3) shall be automatically placed on the agenda by the Clerk of Council for the next meeting under Old Business and for all future regular or Special Council meetings until:
 - 1. The President of Council has received a suitable ordinance and requests the item moved to the ordinances and resolutions agenda to be acted upon by Council;
 - 2. The item is tabled indefinitely by approved motion by the majority of Council and removed -items removed this way are considered “defeated by Council” and subject to the restrictions listed in 30.03(E),
 - 3. The item is requested to be assigned, by approved motion, to a Council standing or special subcommittee where the item is removed from

the Council agenda until such time as the assigned committee submits the ordinance for consideration.

Section 2. Section 30.05(A) and (D) of the Springdale Code of Ordinances shall be amended to read as follows:

30.05 MEETINGS

D. The conduct of business of the Council may be in accordance with the following suggested agenda.

A draft Proposed Agenda for each Regular and Special Council Meeting shall be prepared in advance by the City Administration. The Proposed Agenda shall be circulated to the President of Council, Mayor and City Administrator. The President of Council shall confirm to the City Administration that all legislative items requested by City Council have been placed on the Proposed Agenda. The Mayor shall also confirm to City Administration that all requested agenda items appear on the Proposed Agenda. The President of Council, Mayor and City Administrator, or their designee, shall give their assent to the Proposed Agenda no later than 48 hours prior to the related City Council Meeting unless it is an emergency meeting called with less than 48 hours notice.

If assent has not been given by the President of Council, Mayor, and City Administrator, or their designee, within 48 hours prior to the meeting, it is at the discretion of the Clerk of Council to distribute and publish the Proposed Agenda.

The draft Proposed Agenda shall include all items properly submitted in Section 30.03(A) and items listed in Section 30.05(D)(1)-(13) as determined to be appropriate. Neither the President of Council, City Administration, nor the Clerk of Council shall remove any items from the Proposed Agenda that were properly submitted, without the approval of the submitting party.

Council may in accordance with the following suggested agenda conduct business. With the consent of the majority of the members of Council, or by general assent, the Agenda may be modified during the meeting, including adding and removing items from the agenda, and the order in which items are disposed of may be changed, as is permitted by Section 30.06.

- (1) Call meeting to order by President.
- (2) Pledge of Allegiance/Invocation.
- (3) Roll call by Clerk of Council.
- (4) Acceptance of minutes of previous regular meeting.
- (5) Committee reports.
- (6) Official reports(for example, Mayor's report).
- (7) Communications.
- (8) Communication from the residents.
- (9) Ordinances and resolutions.
- (10)Old business
- (11)New business
- (12)Meetings and announcements
- (13)Adjournment

(G) Any individual or organization outside the City wishing to address Council may be required to make known their desire to the Clerk of Council at least 48 hours before the scheduled meeting. Any individual or organization shall include their name and the purpose of appearing before Council. Remarks shall be limited to the subject as stated in the request. The rule requiring permission does not apply in the case of a public hearing which has been properly announced. Any individual or organization is still subject to the same time constraints, which may be extended at Council's desire, and terms of civility.

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

Section 4. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed this ____ day of October, 2024.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

ORDINANCE NO. 54-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A BUSINESS INCENTIVE GRANT AGREEMENT WITH THE OWNER OF SLICK CITY ENTERTAINMENT AND DECLARING AN EMERGENCY

WHEREAS, the City of Springdale (the “City”) has the ability to offer various economic incentives to businesses within the City; and

WHEREAS, the City seeks to enter into a Business Incentive Grant Agreement with the owner of Slick City Entertainment as an economic incentive for locating within the City.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into a Business Incentive Grant Agreement in the amount of \$70,000 with the owner of Slick City Entertainment (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Section 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the declaration of emergency is the need to execute the agreement at the earliest possible date in order to incentivize the business to locate and begin operations within the City.

Passed this 18th day of September, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

RESOLUTION NO. R13-2024

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

WHEREAS, the Council of the City of Springdale (the “Council”), in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2025; and

WHEREAS, the Budget Commission of Hamilton County, Ohio, has certified its action thereon to the Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by Council, and what part is within the ten-mill tax limitation and what part of the levied taxes is outside the internal ten-mill limitation.

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

Section 1. The rates, as determined by the Budget Commission in its certification, as set forth in the attached Exhibit A, are hereby accepted.

Section 2. There is hereby levied on the City of Springdale’s tax duplicate the rate of each tax necessary to be levied without and within the ten-mill limitation, as detailed on the attached Exhibit A, which is adopted by reference as is fully restated herein.

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

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

Passed this 18th day of September, 2024.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

| GENERAL FUND | | | | | | | | | | | | | |
|--------------------------|----------|----------|----------|-------------|-----------|-------------|------------|---------|-------------|-----------|---|-------|-----------|
| UPCOMING TAX YEAR 2024 | | | | | | | | | | | | | |
| NEW ESTIMATED DUPLICATE: | | | | RES/AG | EFFECTIVE | OTHER | PUPP | TANG PP | TOTAL | | | TOTAL | |
| FULL RATE | RES/AG | OTHER | RATE | 197,400,000 | RATE | 209,700,000 | 18,700,000 | 0 | 425,800,000 | | | | |
| INSIDE | FACTOR | FACTOR | RES/AG | 197,400,000 | OTHER | 209,700,000 | FULL RATE | | 425,800,000 | | | | |
| 3.08 | 0.000000 | 0.000000 | 3.080000 | 607,992 | 3.080000 | 645,876 | 3.08 | 57,596 | 0 | 1,311,464 | 0 | 0 | 1,311,464 |
| OUTSIDE | | | | | | | | | | | | | |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| NEW LEVY | | | | | | | | | | | | | |
| 0.00 | 0.000000 | 0.000000 | 0.000000 | 0 | 0.000000 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | | | | | | | | | | | | | |
| 3.08 | | | 3.080000 | 607,992 | 3.080000 | 645,876 | 3.080000 | 57,596 | 0 | 1,311,464 | 0 | 0 | 1,311,464 |

| TAX SUMMARY | | | |
|-----------------------------|------------------|----------|------------------|
| GENERAL FUND | | | |
| | REAL | PERSONAL | TOTAL |
| INSIDE 10 MILL | 1,311,464 | 0 | 1,311,464 |
| OUTSIDE 10 MILL | 0 | 0 | 0 |
| TOTAL | 1,311,464 | 0 | 1,311,464 |
| Less Roll/Hmstd | 94,239 | | 94,239 |
| Less PUPP Reimbursement | 0 | | 0 |
| NET LEVY | 1,217,225 | 0 | 1,217,225 |
| STATE REIMBURSEMENTS | 94,239 | 0 | 94,239 |
| GROSS LEVY PROCEEDS | 1,311,464 | 0 | 1,311,464 |

| NEW CONSTRUCTION | | REAPPRAISAL | |
|------------------|-----------|-------------|------|
| RESAG | 300,000 | RES/AG | 0.00 |
| OTHER | 2,500,000 | COMM/IND | 0.00 |
| PUPP | 0 | | |
| PP | 0 | | |

| REVENUE | | | |
|---------------------------|------------|----------------------------------------|------------------|
| Income Tax | 19,605,000 | TOTAL RESOURCES | 28,842,756 |
| Other Local Taxes | 100 | TOTAL EXPENDITURES | 28,222,496 |
| CMHA Pilot | 1,200 | LGF - County | 211,974 |
| Cigarette Tax | 375 | Financial Institutions | 0 |
| JEDD Share | 0 | LGF - Revenue Assistance | 0 |
| Liquor & Beer Permits | 45,000 | Library & LGF | 0 |
| LGF - State | 56,000 | REQUIRED TAX LEVY | 832,233 |
| Grant | 6,400 | | |
| Charges for Services | 551,400 | Real Estate - 0111 | 1,217,225 |
| Assessments | 4,000 | Personal Property - 0113 | 0 |
| Fines, Licenses & Permits | 617,925 | TPP Reimbursement - 0141 | 0 |
| Interest | 300,000 | Rollback & Homestead - 0142 | 94,239 |
| Micellaneous | 540,000 | PUPP - Reimbursement - 0143 | 0 |
| Transfer In | 46,087 | TOTAL TAX LEVY | 1,311,464 |
| Advances In | 50,000 | | |
| Other Sources | 0 | | |
| TOTAL REVENUE | 21,823,487 | | |
| BEGINNING CASH BALANCE | 7,019,269 | | |
| TOTAL RESOURCES | 28,842,756 | | |