



**Agenda**

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

[May 15, 2024 and June 5, 2024](#)

- 6. **Proclamation - Parks and Recreation Month** (*Mayor Hawkins*)
- 7. **Presentations**

**8. Committee and Official Reports**

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

**9. Communications**

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

**11. Ordinances and Resolutions**

[Public Hearing](#)

[Ordinance No. 21-2024 \(Emergency Clause\)](#)

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

[Ordinance No. 22-2024 \(Emergency Clause\)](#)

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

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

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

[Ordinance No. 27-2024 \(First Reading\)](#)

[AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION FOR PARTICIPATION IN THE ORPHAN RAIL CROSSING PROGRAM](#)

[Ordinance No. 28-2024 \(Emergency Clause\)](#)

[AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A SUBRECIPIENT GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY RELATED TO THE INFLATION REDUCTION ACT URBAN & COMMUNITY FORESTRY PROGRAM AND DECLARING AN EMERGENCY](#)

[Ordinance 29-2024 \(Emergency Clause\)](#)

[AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT FOR PARTICIPATION IN THE ADVANCED ENERGY FUND GRANT PROGRAM AND DECLARING AN EMERGENCY](#)

[Ordinance 30-2024 \(Emergency Clause\)](#)

[AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH OFFICE FURNITURE SOURCE FOR THE PURCHASE OF WORKSTATIONS AND ACCESSORIES FOR THE TAX DEPARTMENT AND DECLARING AN EMERGENCY](#)

- 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**

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President of Council Anderson called Council to order on May 15, 2024.

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

Mr. Gleaves provided the Invocation.

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

The minutes of the May 1, 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 – Public Works Week

Mayor Hawkins read and presented to Springdale's Public Works Director, Mike Huxsoll a proclamation recognizing National Public Works Week.

### Introduction of Public Works Employees

Public Works Director Mike Huxsoll introduced three newly hired Springdale employees within the Public Works Department: Ryan Conroy, Brian Eads and Damon Renner. Ryan Conroy was selected for the position of Mechanic and previously worked Jiffy Lube, Wyler Performance Auto Group and as a prior seasonal with Springdale. Brian Eads was selected as Maintenance Worker, one of two open positions, and he previously worked for the Ohio Department of Transportation and the Indiana Department of Transportation as well as a nursery, and Batesville Casket Company. Damon Renner filled the second open position of Maintenance Worker and previously worked for Duke Energy.

President Anderson: Thank you guys. We appreciate you coming out. We appreciate our Public Works team, so thank you.

### Presentation – Mill Creek Triangle Trail Feasibility Study – Brad Bowers, Tri-State Trails

Mr. Bowers introduced himself as the Project Manager of Tri State Trails and gave a presentation about the Mill Creek Triangle Trail Feasibility Study. His group is a non-profit organization working with local governments to advance safe and connected bike infrastructure throughout the tristate, and their service area includes a nine county area in Ohio, Kentucky, and Indiana. He shared that the trail project is a multi-jurisdictional effort to develop a 40 mile regional trail network in the heart of Hamilton County, and throughout the Mill Creek watershed. The project would connect major greenspaces like Great Parks' Glenwood Gardens, and Winton Woods, and develop trail networks like the CROWN (Cincinnati Running or Walking Network) and connect residential neighborhoods to local business districts and key destinations.

Mr. Bowers stated there is an active public engagement survey online for the project and there was recently a public open house. The goal is to develop a funding strategy for the project, and position segments of the trail to apply for federal and state grant applications to construct it. He shared a map of the regional trails for the Mill Creek Triangle. He explained that to the north, there is the CROWN network. The Cincinnati Riding or Walking Network, which includes Wasson Way, portions of the Mill Creek Greenway, the Ohio River Trail, and the Little Miami Scenic Trail. To the east is the Little Miami Scenic Trail that goes further north to Columbus, then, eventually Cleveland, and then, on the west side, there is the Great Miami River Trail network, mostly proposed at this point. Most of the construction for that has been in Butler County, and then, just to the north of the Mill Creek Triangle area is the Miami to Miami connection, which is to connect the Great Miami River Trail to the Little Miami Scenic Trail Network.

Mr. Bowers pointed out that the Mill Creek Triangle is situated in the center of the trail map, and they hope to connect a lot of the developing trail networks. Different alternatives are being considered for each of the proposed connections. The overall network would be a little

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over 40 miles. He noted that Great Parks recently received funding to construct the Winton Woods to Glenwood Gardens project. Also in progress is a design for a trail to connect to Sharon Woods. The proposed connection between Glenwood Gardens, and Sharon Woods has two different alternatives. One would continue the existing trail on Kemper to Chester Road, where it would go south to Sharon, and connect to the existing trail on Sharon Road, and then the alternative there would be using a portion of Sharon Road, and then going south near where Landmark Church is to where the oak greenbelt is in the city of Glendale. It's great to see that Springdale is doing a lot of bicycle planning.

Mr. Bowers next showed a map of the routes that were proposed in Springdale's bike and pedestrian plan overlaid on the trail project overview map. He shared that the public open house for the project brought out 75 people and, there are about 180 responses on the online survey. He reflected on the positive engagement from a lot of the residents in the communities. And, reminded the audience that the virtual open house remains live through June 3<sup>rd</sup>. Mr. Bowers made fliers available that share the instructions on accessing the survey. He then announced the event at Canoes and Conversations on June 3<sup>rd</sup>, which includes a community bike. He stated that they are excited to be working on the project, and thanked the City for their time.

Mayor Hawkins: First off, thank you so much for coming out. It's really important that our elected officials and our City residents get to hear this information. They can have a significant impact on us, and so appreciate the presentation. Obviously, would like to see everything get connected, but selfishly interested in Springdale. So, when you look at the context map for the City of Springdale, that portion that you referenced before with regards to Southland, they would connect Glenwood Gardens with our current bike path along Sharon is something that I think is really critical that it take place, and, I think in speaking with Wade, that's something that is likely to go on, and, then, not that we can get deep in the issues of other municipalities, but, I hope that the area in Forest Park that connects up Winton Woods along with that path over there for Glenwood Gardens makes its way there. And, then, the last thing, and this is important, that residents and elected officials hear, as was indicated. You go to their website, there's a survey, you can give input. It's important that folks do that because they're going to look at those things to consider. As you look at those paths that go addressing Glendale, one either going down Sharon, or, the one that would go down Oak Street that is sort of in that buffer zone between Glendale and Woodlawn, and, I get that it's probably easier to go down Oak Street than it is Sharon, but, selfishly, it probably helps Springdale more if you go down Sharon, but, if, in the alternative that it doesn't go down Sharon, I know there's a lot of things to compete with as you go through Glendale. It is important to reconsider that path, and, having something that connects back up on Kemper, and Chester, so, even if that gets configured a different way, the path that's along Kemper, if that can continue up at least to Chester to sort of make some sort of connections there would be important. My two cents, but the big thing is I really appreciate you coming out tonight.

Mr. Bowers: Thank you. The more we've talked about these two kinds of alternatives, they both, I think, serve sort of a different need, and, I think they both sort of have their independent utility, and they're both something I think we'll include as part of the City, and thanks again for your time.

Mr. Riggs: Just so everyone knows, we've been working on developing concept plans to install a shared use path along Kemper, basically from (Route) 747 where the recently awarded OKI funded project, so, it will be a continuation of that going from 747 to the Corporation limit at Chesterdale. We're going to be submitting those plans and concepts, and estimates on part of our SORTA application here in two weeks, so, we're wrapping that up. So, there will be a shared use path on the north side, and filling in sidewalk gaps on the south side. So that would actually line up really well with I think it's 4B option.

Mr. Bowers: That's great to know. Thanks.

President Anderson: I want to thank you for coming out. Again, this is something that is important to me. It's something I've talked about a lot, and, I hear a lot from the community about how important it is to get these multi-use paths and connections, especially to the parks, Glenwood Gardens, Winton Woods, and beyond. I know I've reached out to Administration once I saw the virtual open house just to see what else we need to do to stay engaged. I wish

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President Anderson (continued): our name was listed as one of those partner communities already because it feels like the triangle has a dip cut out of it right where we are. I certainly appreciate the fact that there is ways to connect, but, I feel like we could be more involved with it than we are. So, thank you for coming out and sharing this with us. If there's anything else we can do as we continue down our multi-use path journey to connect, I want to make sure we stay engaged with that, especially where it comes down to this southern connection. This 4A versus 4B question that we've talked about or some hybrid of that. I know we're talking about connecting and doing the work on Kemper Road, but, that's a rough road too. Even if we do the needed work and make it separated, I've ridden that in the morning as-is. Even if it was protected, that's a tough hill, in a tough section. It's not exactly what people think of as a pretty bike ride that they would take their families on, right? It's more utilitarian to get somewhere. Now, that may change as we redevelop the Tri County Mall area, Artisan Village. So, maybe there's a future there, but anything we can do to stay engaged on this is certainly something I'm interested in, and be sure to reach out if something were missing. I'm one of those six to seven Springdale residents that responded, so, you already have my input. I'm a big fan of 4B, and some of the other paths that you've looked at, people who have ridden those paths probably have some pretty strong opinions on what the roads look like. I'm a frequent rider out there, so, I have strong opinions about this, and I'm willing to share them anytime.

Mr. Bowers: That's very helpful to know and thanks again. I would love to connect about some of the plans that you guys have for the SORTA application and we'll certainly keep you guys in the loop as we move forward.

President Anderson: Yes, and even if it's a sneak in path like we talked about on the Southland exit to start with, and, then additional connections for other areas of our community because we're kind of split the way Springdale is; it used to have a core business where that Kemper Road is; we've got residents on both sides of that. So, whatever we can do to kind of connect them, and it might be more than one path. I think that would be really beneficial for everyone.

### Committee and Official Reports

#### Civil Service Commission

Mr. Coleman: Good evening Council. Thank you Mr. President. The Civil Service Commission did meet on May 2<sup>nd</sup> at the Municipal Building. The meeting was called to order by myself and present were members of Civil Service which was Mrs. Cheryl Darby, and Mrs. Kathy McNear. Also, Assistant City Administrator, Mr. Uhl, and Human Resources Administrator, Ms. Morgan. I would say that most of the meeting focused on the Police Department, including the hiring scenarios, as well as reviewing the department job descriptions. A recap of that hiring activity included the patrol officer position itself. What's really significant is that there were 64 applications that were received since that process was opened, which is saying to us that individuals are excited about working in Springdale. Of those 64 applications, conditional offers were made, and those candidates are, I believe, still in the background investigation and may have been completed since the time of this report, but, again, I received 64 applications for potentially three positions; that's a real plus for the City.

The next position within the Police Department was the Police Clerk hiring position. We did not see as much success there. As a matter of fact, that position is still open and will continue to be advertised in order to gain additional candidates. But, we're confident that we'll get some good candidates and move forward with filling that position as well. And then, the final Police Department item was the Police Sergeant promotional process which was concluded, and Corporal Derek Setters, if you didn't know, was selected for that position. So, again, busy, but showing a lot of progress.

Aside from the Police Department, there was one other note, which was the Public Works Maintenance Worker, which kind of blew my mind that there were 93 applications for that particular position. And, so, again, that tells me that people are interested in being employed here at the City of Springdale. I also want to say that the Civil Service Commission,



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President Anderson (continued): provides a lot of funding as a funnel for a lot of funding for projects around Springdale, as Mr. Riggs just mentioned, with the SORTA funding, all of that flows through OKI, so, it's something that's had a real impact. Our Northland Boulevard reconstruction that's gotten something on the order of \$3,000,000 through OKI grants, so, it's a big deal for Springdale, but, the charter amendment that's being proposed shouldn't affect us. The other item that I wanted to share is there was a presentation from the Ohio EPA about a regional watershed study plan which I thought was interesting. I wasn't aware that there's significant investments going into Ohio in general for data centers. AWS Amazon is planning an \$8 billion dollar investment in Ohio. Hamilton County makes up about ten percent of the 1,100 major data centers in the state. These are very heavy power and water consuming projects, which is why now that more of these are coming, the Ohio EPA is investigating how much water we have to support these, and, we're at the very southern end of where the study is, so, it's going to end just short of Hamilton County for this study, but, it certainly impacts the region as these come through, and they're trying to understand demand and availability for central Ohio, especially for what they call "mega water-users". I just thought that was interesting how much water these used, and how much that's a draw. Between AWS, Intel plant going in, and the Honda plant that's a little further Northeast of Columbus. These are huge draws for power and water. They also affect regional jobs significantly. So, it's something to keep an eye on, but, it's a valuable asset to the State and the region. That's it for OKI unless there's any questions.

### Mayor's Report

Mayor Hawkins: First off, on April 26<sup>th</sup>, the City celebrated Arbor Day, and, the fourth graders at Heritage Hill Elementary School as well as the first graders at Springdale Elementary School did a fantastic job singing. Both of them did, and, well attended by elected officials and residents likewise for both. We had a ribbon cutting at Ida Mae's Restaurant on May 10<sup>th</sup>, and, this is at the location of the old "smoQ" Restaurant. They also were gracious enough to provide food for those that came, and, it was outstanding. I had to work out all little bit harder as a result of that. So, great new restaurant in Springdale, and, folks are encourage to go check that out. The City will celebrate Memorial Day with a wreath laying on next Friday, May 24<sup>th</sup> at 1:00 p.m. at Veteran's Memorial, again, the 24<sup>th</sup>, next Friday at 1:00 p.m. at Veteran's Memorial. Council has before it a piece of legislation with regard to Ordinance No. 20-2024, and, this is related to those that are unhoused or houseless. I had asked Mr. Braun to look into providing some additional tools for the Administration with regard to individuals that do not have homes that are in our City. And, so, as I was noticing a number of individuals, and had some residents speaking to me about it, a number of individuals that have made their way into our Community. We've seen an influx over the last 12 to 18 months, and, the issues have been folks, whether they're sleeping on Route Four on benches, we've had folks that have been sleeping in some of the alcove areas on the Municipal Building property, I've had residents talk to me about individuals at parks, bathing in creeks. We had an employee reference an individual bathing in our little fountain area as well. In the last seven days, on two occasions, on Springfield Pike, fortunately in broad daylight, there's an individual with a cart who was crossing Springfield Pike; not in a crosswalk, and would literally stop halfway through an east lane of traffic, which is a hazard for that gentleman, as well as the drivers going by. So, there are a number of things that I wanted to make sure that we had tools that we could address those things, and I thought it was important to get this conversation to Council so Council could look at it and see what Council thought was appropriate, and, so, that's the reason why we had this legislation in front of you, and, it's something where folks can talk about what you think is appropriate, or things that may be tweaked, or what have you. There's no emergency clause, but, it's something important to get out there because it is an issue that continues to grow. Now, the idea is not that we're trying to necessarily criminalize people that are without homes, but, the idea is that we're able to put those individuals in a position to get services that they need. I can tell you from my personal experience, as an attorney, I have a lot of individuals that are clients that have suffered from situations of being without a domicile to lay their heads at night. And, the other thing that we all know, being long-time residents in Springdale, is that's not something that our City is necessarily built for. So, for instance, Cincinnati has a number of food pantries, shelters, what have you, Hamilton, where I do a lot of work, there's a lot of food pantries, there's a lot of places that help folks that don't have homes, whether it's transitional living, a number of places that can provide those services. We don't have those, right? And, so, it's important to get folks to those positions. We've had law enforcement officers on multiple occasions that are encountering some folks that come, and again, it's not trying to go and arrest people, but, it's, "Hey, we can

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Mayor Hawkins (continued): take you to Cincinnati, we can take your cart down there, get you to places where there are services.” A number of individuals have not wanted to go because they’re concerned about their belongings, their cart, what have you, and, so, they decline that. We have tools and resources to manage our parks because a lot of them say, “Hey, we’re closed at a certain time, or closed at night”, and, so, there’s not an issue with regard to that. Residents, as I’ve been told before, you have to tell me if you have somebody bathing in the creek at Cameron, or Underwood, or what have you, or someone’s sleeping there. You have to call in to the Police Department and let us know. We’ve got tools to address that. We don’t really have tools at this present time to address folks that are in more public areas. So, to be clear, a lot of this is addressing our City property because, if someone’s on your private business, if someone’s on your private home, that’s a whole other situation of recourse for you to address and deal with. But, we have folks that are on municipal property doing things, and we want to be able to address those. The irony in my conversation with Mr. Braun was he said, “Well, actually, Lawrence, I was going to talk with you about a situation for a warning that he had just received from several of our neighbors to our south along Springfield Pike. Several of the municipalities along that line had reached out and said, “Hey, look. We have word, and sort of a warning of a migration of thousands of individuals, potentially, that may find their way to your City that are literally camping out in public areas.” And, so, that further was a reason to get some legislation. There are a number of those communities that have either already passed legislation or have legislation on the horizon. So, that was the idea of getting that in front of Council. Obviously there could be more discussion with regard to that, but, initially, we were just talking about adding that discussion to the Mayor’s Report. Mr. Braun is “Johnny on the spot”, or “Joe on the spot”. So, he went ahead and actually drafted legislation before he does. Last thing for Mayor’s Report is I want to thank the Springdale Student Council and Administration, and teachers for putting on their City Appreciation Luncheon on May 8<sup>th</sup>. Again, we had great attendance from our elected officials, Administrative staff, Police officers, Fire/EMT, as well as our Chiefs were both there. The children did an excellent job. Got to speak with the Student Council Executive Board; President, Vice President, Treasurer, Secretary, and member representative. They did an outstanding job. Very engaging leaders of tomorrow, and thank them. That concludes my report.

President Anderson: I will echo the Springdale Elementary School the effort that they put in every year for it is really impressive. They go all out to have everyone come through. I know Mayor Hawkins didn’t mention it, but he was something of a rock star in the session. Every time a new lunch group would come through, they would mob him. I had heard rumors along the way that he was a basketball star, and people were seeking autographs at one point, as opposed to football, so, the legend will continue to grow, but thank you to Springdale Elementary and the PTA.

Mayor Hawkins: I think our Fire Chief and Police Chief assisted in some of those legends of growth there, so, I appreciate that.

President Anderson: It was a really nice event.

### Administrator’s Report

Mr. Jones: I too would like to thank Public Works Director Mike Huxsoll, and staff for coming in this evening. It’s funny for us to see those folks in something other than their normal bright yellow/green attire, whatever they’re wearing that particular day, so, I gave them a hard time out in the atrium. Want to remind folks the City Building, other than safety services, will be closed in observance of Memorial Day. Community Center is enjoying sign ups right now for fall soccer and volleyball, also, applications are being accepted for Sailfish swimming and the swim team. Then, a correction from the last meeting. The pool opens May 25<sup>th</sup> at 1:00 from 1:00 to 4:00 p.m. There will be a DJ, there will be a variety of activities, and, wait for it here, free hot dog and a slushie; your choice. Thank you.

### Law Director’s Report

Mr. Braun: The only thing I wanted to report is that should Council have any questions on each of the items on the legislative agenda tonight, I’m prepared to answer those, and I appreciated the Mayor’s comments regarding the camping ordinance. Thank you.

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Engineer's Report

Mr. Riggs: We'll start off with the Northland Project. There was some late bidder questions that came in to ODOT. They pushed the bid opening date back a week. It actually opens tomorrow at 10:00 a.m. So, fingers crossed, we'll get some good bids, competitive pricing. There are four plan holders, so, we're expecting good competition. The next project is the Crescentville Road State Route 4 to 747 Improvements. Baer Contracting is expected to begin the paving in July, and, the repaving of Crescentville Road is part of the county-wide contract with Butler County, and, all that work, all their contract work is supposed to be done, or expected to be done by August of this year. Then, we have the Tri-County Parkway Sidewalk Project. There's actually a resolution tonight about a contemporary construction easement. That's the missing piece. Once, if approved, we'll close on that one and advertise sometime in early June. The thought was that with the Northland bid opening happening soon, that there would be already a contractor; a larger contractor even that's near site, so, it may be beneficial to get a little bit better pricing with someone that's already planned to be mobilized to the area. That's all I have this evening.

Rental Program Committee	Mr. Vanover	-	No report
Urban Farming Special Committee	Ms. McFarland	-	No report
Communications		-	None

Communications from the Audience

Mr. Webster: My name is Doyle Webster, 12142 Peak Drive. Just a couple of questions about some of the committee reports. Mrs. Sullivan-Wisecup, could you elaborate on the Sheraton Lane project?

Mrs. Sullivan-Wisecup: The Sheraton Lane project, we don't currently have a Sheraton Lane project that we talked about at Planning (Commission), we talked about across the street, talking about the Showplace apartments.

Ms. McFarland (off mic): The bodega?

Mrs. Sullivan-Wisecup: Oh, the bodega. I'm sorry, because we had a bodega, it was tabled from April, I believe it was. There is the Sugar Creek right next to the new development of the Array, and they want to change to a bodega. They want to make an Italian-style bodega with the drive-thru, and place to get sandwiches, and a little convenience store. There were some issues before with logistics, and they're working on that, and, as soon as they're able to bring us a viable plan, they're going to come back to us.

Mr. Webster: Okay. Alright. Thank you. The other question I had was, Ms. McFarland, I didn't understand the Dairy Queen, is it closed?

Ms. McFarland: Yes. They Dairy Queen did close. Not because a Board of Health issue, they chose to close the restaurant on their own.

Mr. Webster: Okay, that was my next question. Okay. Thank you. And, finally I'd just like to congratulate the Mayor for being proactive on this camping thing, outdoor camping, or squatters, or whatever you want to call it. It's homeless, and I think it's all too many communities are just sitting on their hands and not being proactive, and, then they end up having it coming back and biting them, and we end up with a San Francisco, or whatever, so, I congratulate you. That's good to get out in front of that.

Mayor Hawkins (off mic): Thank you sir.

Mr. Webster: Thank you very much.

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Ms. Webster: Julie Webster, 669 Park Avenue. I just wanted to make the announcement that I was joined by Michelle Miller last night representing Springdale Offering Support, and, we awarded two scholarships; one \$1,500 scholarship to Camryn Chambliss, and one \$1,500 scholarship to Gavin Howell, and, as we did last year, I had invited both recipients to be at the Council meeting on June 19<sup>th</sup> so we can publicly present those to them again, and you guys can all acknowledge their successes. If that could be added to the agenda on the 19<sup>th</sup> at the very beginning, I'd appreciate it. Thank you very much.

President Anderson: And, for those that don't know, the SOS scholarship includes a heavy community involvement and volunteer component which is why we like to recognize them at Council too, because it's a big part of the community.

### Ordinances and Resolutions

#### Ordinance No. 20-2024

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

President Anderson: Council, this is a first reading. We will see it again. The floor is open for discussion and questions.

Mr. Braun: Something I just wanted to add to the Mayor's comments earlier. The genesis of this was kind of in motion at the same time the Mayor approached me about it. He was correct. The legal counsel for the Village of Lincoln Heights actually reached out to me and to our office given that we represent many of the communities in the Mill Creek Valley. Whether that be Woodlawn, Wyoming, and Springdale. And, my initial reaction when they indicated that Lincoln Heights was experiencing a problem with this, was I don't think we've seen that in Springdale, but, thank you, and then we began to see it in Wyoming, and then Woodlawn, and then the Mayor approached me. And, I said, "Wow, I've got something on that." And, that's kind of the genesis of how it came. I wanted to reassure you that this is not something that is unique to Springdale. I think, obviously you can kind of follow the pathway as to the fact that there has been an influx of individuals who have been relocated to the Mill Creek Valley specifically. And, I was advised that Lincoln Heights had been made aware of that by the Department of Homeland Security for a variety of reasons, because many of these individuals were immigrants that had been relocated, but, in addition to that, I think it is just something we're seeing as one of the speakers mentioned earlier, in many communities across the country. And, so, I did work with the Mayor and Administration, and I wanted to assure Council that we also put some safety valves in the draft legislation for things like "this does not preclude the Boy Scouts", for instance from having a camp out in one of our parks, if they have permission from the City, or if we were to have an event for the swim team where they want to camp outside at the Civic Center, or something like that. So, we have protections in place to protect City-sponsored events, and one of the other things I wanted to make you aware of is that this certainly does not preclude our Police from issuing a warning for these types of violations, and, in many communities, are also advising their Police Departments. They're giving them a pamphlet that they can give to individuals that will make them aware of resources that are available in the region, even if Springdale might not have those available immediately, so, that they know how to get to those resources, and, I would suggest that's something we may want to consider down the road for our Police as well. So, if there's any questions, I'm happy to answer it, but, I think the legislation kind of speaks for itself. It's really designed to be proactive about a problem that is growing. So, thank you.

President Anderson: Thank you for those comments, and to the point about a packet or a handout, one thing that is unique about Springdale that other communities that you mentioned don't have is our Health Department. So, hopefully, we could tie that in as part of that packet that they could help get connected for emergency resource type situations.

Ms. McFarland: That's exactly what I had thought when I first saw this. So, I had reached out to my friends on the Board of Health, just do we have that information already together. I haven't received anything back just yet. But, I definitely had a few residents reach out

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Ms. McFarland (continued): wondering if we did have that information available so that is definitely already on people's radar, so, I appreciate you already addressing that Mayor. Thank you.

Mr. Vanover: While aspects of this are new, but, a lot of it is not new. I placed a call to Ms. Browder last year because somebody was air drying their laundry in the former Perkins right there along Route 4. We have an individual, whom I'm sure we've all seen because he seems to run from Kemper Road, to Chesterdale, and I have even seen him going out on International Boulevard over into Butler County, so, they've used the bus stop there in front of Kemper Pond, and I've seen individuals in the bus stop in front of Value City. So, it's not that aspects are new, probably the new part is the numbers that we're experiencing, but, this is something that I'm glad to see that we're becoming proactive on this. So, I will support this wholeheartedly.

Mr. Jacobs: I was just going to mention that it was last summer and I was headed to my summer job, and I looked to my left as I was passing Glensprings, and there was (Health) Commissioner Clayton, and I rolled my window down, and I said, "Hi", and he was heading to discuss options for resources with one of our either transient residents or somebody that appeared to be sleeping outside. So, he does have information. And, I think they were giving out water and the pamphlet last summer. I've always been impressed by Commissioner Clayton and the Department of Health, but, that's an example of how we could provide additional responses going forward.

Mr. Gleaves: I want to thank Mayor Hawkins and Law Director (Joe) Braun with using compassion in this situation. I've dealt with this in my family. Dealing with it for quite some time, and it takes a village to raise a family, and compassion. The only reason we found my relative is through compassion. It was the Police Department, social workers. These people, if they're not immigrants, they have family, and there's a lot of compassion, the time to take as a City to get them the help that they need if we can. So, I really want to applaud you for that. Thank you so much.

President Anderson: As Mr. Gleaves said, that's a big part. All the feedback I had received as well. We wanted to make sure that we were staying with that compassionate touch when possible first. Obviously, you're asking for tools. We appreciate that and understand that. But, we don't want to lose sight, and let people know that it's not that we're setting up a group to race people out. This is just the tool that we need. Any other comments? (none) We will see this ordinance again at our next meeting.

Resolution No. R07-2024

A RESOLUTION ADOPTING THE GRANTING OF A TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF SPRINGDALE, OHIO AND OLYMBEC USA LLC

Mrs. Sullivan-Wisecup made a motion to adopt Resolution No. R07-2024; Mr. Vanover seconded.

Mayor Hawkins: Just in full disclosure, I do rent my law office from Olymbec USA, not at the 175 Tri County Parkway, and obviously I don't have a vote, but, I figure I'd put that out there in full disclosure. Thank you.

Resolution No. R07-2024 passes with seven affirmative votes.

Resolution No. R08-2024

A RESOLUTION ADOPTING MERCHANT STREET APARTMENTS & TOWNHOMES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

Mrs. Sullivan-Wisecup made a motion to adopt Resolution No. R08-2024; Mrs. Webster seconded.

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Mr. Braun: One other thing I just wanted to bring to your attention because it's something when we came on as your legal counsel that we started doing. As you recall, Springrose Development was one of the first things that were on our agenda that had kind of already been in motion at the time that we came on. And, we began to kind of modify the declarations and covenants for our communities here in Springdale by reserving a right for the City to enforce those covenants if the HOA's and the owners and developers are not. I wanted to assure Council we've continued that in this declaration, so the City has the power to enforce them, and that's one of the reasons that we aggressively review them, modify them, and negotiate them with, sometimes the Engineer's Office, sometimes Mr. Lamping, sometimes Public Works. But, I just wanted to let you know that we've continued that so that in the event that development needs enforcement that's not taking place by the owner, we've reserved the right for the City to do that, and, it's something we'll continue to do unless instructed otherwise. I think it's a great benefit for us, and, we've had cooperation from developers, whether it be the Array, Merchant Street, or any of the other new developments. So, I just wanted to point that out.

Resolution No. R08-2024 passes with seven affirmative votes.

### Executive Session – Economic Development

Mrs. Sullivan-Wisecup: I would like to make a motion to go into Executive Session according to Ohio Revised Code Section 121.22(G) under Article 2(D)(1) of the Springdale Charter to discuss Economic Development issues.

Mr. Vanover: Second.

President Anderson: Any discussion or questions? (none) Are we expecting action out of the meeting? (none)

Motion to go into Executive Session according to Ohio Revised Code Section 121.22(G) under Article 2(D)(1) of the Springdale Charter to discuss Economic Development issues passed with seven affirmative votes. Council departed at 8:05 p.m. Council returned to chambers at 9:08 p.m.

President Anderson: Council has returned from Executive Session. Next we'll move on to Old Business. Is there anyone with Old Business they want to bring before Council.

Mr. Gleaves: I just wanted to see if we had an update on the traffic study that Mr. Vanover brought up? Is there an update on that?

Mr. Uhl: Referring to the Ledro parking study. Not yet. We just received a proposal from TEC earlier this week. It came in about \$5,900, so, we're in the process of executing that right now. They'll probably take somewhere between 30 to 60 days to do a study, and then also evaluate other parking regulations in nearby communities, and, come up with some good recommendations.

Mr. Gleaves: Thank you.

### New Business

President Anderson: First, I have an item for New Business. I did receive a letter from the Planning Committee as mentioned by the committee report. The Planning Committee did approve the looking into updating Section 153.259(D) to remove the prohibition from medical marijuana cultivation processing and retail dispensaries and to change related zoning code, so, we will go ahead and put that on our agenda for a first reading for the first meeting in June, and then in the second meeting in June, we'll also have a public hearing.

### Meetings and Announcements

Mrs. Sullivan-Wisecup: Planning Commission will meet on Tuesday, June 11<sup>th</sup>, at 7:00 p.m. in these chambers.

City of Springdale Council

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Mr. Uhl: I have one meeting to announce. Civil Service Commission will meet on Thursday, June 6<sup>th</sup> at 2:00 p.m. And, I also have one announcement. This Saturday, May 18<sup>th</sup>, our Police Department will be hosting its annual Law Enforcement Expo from noon until 3:00 p.m. down at the parking lot space in between the Community Center and the Police Department.

President Anderson: That’s always a good time, so I encourage people to go. They really go all out with that.

Mr. Gleaves: The Board of Zoning Appeals meeting that was scheduled for May 28<sup>th</sup>, as of, I think, right now, has been cancelled. The next scheduled meeting is June 25<sup>th</sup> in these chambers at 7:00 p.m.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: As you review your Internal Memorandum, Item Number I was addressed with Resolution No. 08-2024; A Resolution Adopting Merchant Street Apartments & Townhomes Declaration of Covenants, Conditions and Restrictions and Reservation of Easements. That passed with a 7-0 vote. Item Number II was addressed with Resolution No. R07-2024; A Resolution Adopting the Granting of a Temporary Construction Easement Between the City of Springdale, Ohio and Olymbec USA LLC. That passed with a 7-0 vote.

Legislation in Development

Mr. Jacobs: Item Number III was addressed by Ordinance No. 20-2024. It was a first reading; An Ordinance Creating Chapter 140 of the Code of Ordinances of the City of Springdale, Ohio to Regulate Unlawful Camping.

Adjournment

President Anderson: All that’s left is Item 19.

Mrs. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 9:12 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved:  
Jeffrey Anderson, President of Council

\_\_\_\_\_, 2024

City of Springdale Council

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President of Council Anderson called Council to order on June 5, 2024.

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

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

President Anderson: The minutes of the May 15, 2024 meeting are still in progress. We will see them at our next meeting.

Communications - None

Communications from the Audience

Ms. Messer: That was great timing, President Jeff Anderson. My name is Kara Messer, 12182 Springdale Lake Drive. Hi. Just walked in, so, I will take less than five minutes, because I wrote down some things. Thank you for your patience while I find it in my bag. Okey dokey artichokies. I'd like to say that I am enjoying this season at the pool. So, thanks for getting the pool open. Also, I went to, there's like a vendor's market that meets at the elementary school. It's really fun. I think, I don't know if someone can verify, I think it's the first Saturday of the month through the summer. Meets at Springdale Elementary, I think it's from 10:00 until 2:00. It's really fun. I thought it was good for Springdale. So, I just wanted to share about that. I noticed something, and I have a question. So, I think Mayor Hawkins had said that now the City of Springdale, you can get information on financial transparency. Checkbook.ohio.gov, and so I got to check that out, and, I noticed that there was a line item for the Recreation Center budget, so that was interesting because I did not know what the budget line was for that, and, so I wanted to share some interesting information and ask a couple of questions. So, in 2020, the Recreation Center line item budget was \$492,576. I think that's the expense, not the budget, but, I'm not sure because I just learned all this stuff, which is kind of fun. Again, that's checkbook.ohio.gov if you want to look it up too. Then, you just type in Springdale, Ohio. It's awesome. And, then for 2021, the Recreation Center expense, I think it is, was \$519,821. Then, for 2022, the Recreation Center expenditure item was \$540,087. I don't know how 2023 works, if that's still going to be updated, and then, I don't know what the budget is projected for the Recreation Center, but, I was just wondering if there's any way to, if, like if that information is also transparent, and how that works, because, I'm really enjoying the activities at the Rec Center. I think Elizabeth is doing a fantastic job with like family-friendly, and, also, health activities, things that are good for our community. And, so, to summarize, the questions that I have, which I recognize don't have to be answered, would be the 2023 expenditure for the Recreation Center, if that information is available, and, then, is there a projected budget already for 2024. Thank you.

President Anderson: Sure, so, I can start with that, and, then if Administration wants to add on. I can tell you some of the numbers that you are quoting are a little different than what I have in my printed budget that I carry. That might have been a subset of the numbers because there's several budget items related to Parks and Rec. So, there's the Rec Center, there's pool operations, there's several areas just so you know. Some of those numbers are there. If you go to the website, the Finance Department, they have the past budgets, and a five year look ahead. I know I've gone there before and found that. And, you should be able to find those documents. The checkbook is actuals. So, it might have been at a point in time. So, I'll start with that. Mayor Hawkins, did you have something to add to that?

Mayor Hawkins: Ms. Messer, we can get you that information. We'll get back to you. You're interested in the 2023 Rec Center expenditures, and the 2024 budget for the Rec Center? We'll get you that information.

Ms. Messer: Thank you so much. I appreciate that.

President Anderson: I will tell you, just as a ballpark, I know the overall Parks and Rec budget was closer to like \$2.3, \$2.4 million dollars. Not the hundreds.

## City of Springdale Council

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Ms. Messer: I wasn't able to decipher that information from, but thank you for that clarification because as just an average resident, it's so helpful to learn how the budgets in the City work as an organization City/State. Things like that.

President Anderson: And, you're welcome to dig into them. That's why the numbers are published. So, if you have questions, you've got the right people to ask.

Ms. Messer: So, just to clarify, on the Springdale.org website, there's like a place where I can click on like the financial department, and then get information for the City.

President Anderson: And what that is, is, so every year we get a printed budget that has the detail for all of it, and there's a five-year "look ahead" that also gives some forecast. Both of those will get updated every year after we approve them in December. I didn't look recently, but, I know in the past, they've been pretty easy to find.

Ms. Messer: Thank you so much. I appreciate that information.

### Ordinances and Resolutions

#### Ordinance No. 20-2024

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

Mrs. Webster made a motion to adopt Ordinance No. 20-2024; Mrs. Sullivan-Wisecup seconded.

Mrs. Webster: I have a question for Mr. Braun. If this passes, are there any repercussions for the people out there in Springdale that contribute to this? That help these people? I have been told that there are people out there that will buy them stuff, so they have got stuff to sit on the park bench with.

Mr. Braun: You mean, if someone wants to engage in charity? Is that what you're asking? To assist people? They can still give them money, or if somebody is in need of help, they can give them a gift card, or whatever. There's no prohibition on that. All this says is that people can't sleep, slumber, or camp basically on the public sidewalk, on park benches, or on our various monuments, walls, and recreational facilities. So, no, this does not prohibit someone, or, if someone says, "Hey, you want to come in my store?". No, this does not affect any of that.

Mrs. Webster: Okay. Thank you for that. Also, if passed, it says, May of 2024. So, that needs to be corrected, I assume.

President Anderson: Yes, it's a scrivener's adjustment; we can make that change. We don't need to do an amendment for that.

Mrs. Webster: Thank you. I am very much in favor of this ordinance, by the way. Thank you for bringing it up.

Mr. Vanover: Mr. Braun, I guess, go back to clarification, the public areas also include the bus stops? Because, that's a frequent talking point.

President Anderson: Just for the record, Mr. Braun was nodding his head in the affirmative.

Mr. Braun: Yes, that's correct. It does include that. I just listed the ones that I could remember, but, it's been a couple of weeks. It was pointed out since I drafted it.

Ordinance No. 20-2024 passes with seven affirmative votes.

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Ordinance No. 21-2024

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

President Anderson: Council this is a first reading. Is there any questions or discussion for tonight?

Mrs. Sullivan-Wisecup: I just would like to say that Planning Commission did vote this unanimously. We all felt that this was a good idea. Thank you.

Mr. Braun: If I may be permitted, I just wanted to make a generic comment as to both Ordinance No. 21-2024, and Ordinance No. 22-2024. These are companion ordinances that Council will be voting on not tonight, but, at your next meeting, potentially. The sequence of these two ordinances is important. One of them will lift the moratorium that you previously had in place. The second will then immediately pass requirements that will govern any of these types of businesses that would come in. Council had indicated, or, has indicated to staff that we wanted to have maximum public participation and notice of this before it was passed so we did not present them to you as an emergency. But, I will be asking at the next meeting that an emergency clause be added, so I'll have those in front of you, and, the reason is not because I wanted it voted on sooner. The reason is it will go into effect immediately. If we didn't go into effect immediately, it's possible that a business could slide into the City in that 30 day period, and then these regulations are for naught. So, this will just ensure that the regulations go into effect immediately, but, I did not include them tonight because, obviously we wanted to have a public hearing, and the opportunity for the public to be aware. So, I just wanted to make you all aware of that, and for the general public to know that this isn't something Council was trying to slide through. We actually wanted participation, but, we will add the emergency clause at the next meeting.

President Anderson: Thank you for that clarification. And, in that next meeting, will we need to do a verbal amendment, or will we be alright just doing it through the agenda?

Mr. Braun: We can do an amendment just to add it, but, I'll have it in front of each member of Council, and it would just include that addition. Unless, Council instructs us to add something new between now and then.

President Anderson: Just so we're prepared for the procedure. Thank you. Other questions or discussion about Ordinance No. 21-2024 for tonight? (None) Not seeing any, we will see that, as well as a public hearing, on June 19<sup>th</sup> at our next meeting.

Ordinance No. 22-2024

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

President Anderson: Council, this is a first reading for Ordinance No. 22-2024. Is there any discussion or questions for tonight? (None) Seeing none, we will see this again at our next meeting.

Ordinance No. 23-2024

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

President Anderson: Council, this is the first reading for Ordinance No. 23-2024. Is there any questions or discussions for tonight? (None) Seeing none, we will see this at our next meeting.

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Ordinance No. 24-2024

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

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 24-2024; Mr. Jacobs seconded.

Mayor Hawkins: I just wanted to say I appreciate Forest Park's Mayor and the City Council's anticipated collaboration with this project.

President Anderson: It will be a nice roadway through the two neighborhoods. It will really spice things up. It will be nice. Spruce things up. That's how it goes. Any other questions or discussion? (None)

Ordinance No. 24-2024 passes with seven affirmative votes.

Ordinance No. 25-2024

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

Mrs. Sullivan-Wisecup made a motion to adopt Ordinance No. 25-2024; Mr. Vanover seconded.

Ordinance No. 25-2024 passes with seven affirmative votes.

Ordinance No. 26-2024

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

Mrs. Webster made a motion to adopt Ordinance No. 26-2024; Mr. Gleaves seconded.

President Anderson: Did you get that Ms. Browder?

Ms. Browder: Was that Mrs. Sullivan-Wisecup, or Ms. McFarland?

Mrs. Sullivan-Wisecup: Doesn't matter.

President Anderson: I had Mrs. Sullivan-Wisecup.

Mrs. Webster: It was me.

Ms. Browder: Oh, it was you.

President Anderson: We'll go with Mrs. Webster and Mr. Gleaves.

Ms. Browder: Gotcha. Thank you.

President Anderson: At least that's how I heard it. I hope that's alright. I just wanted to make sure the record's clean. Questions or discussion?

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Mr. Jones: Our Public Works Director, Mike Huxsoll, gave me a little map that kind of breaks down where the various, the last two ordinances, as far as what streets, and what will be done to them as far as rejuvenation, construction, cracked seals, and so forth. I have it here and I can pass it down. It's nothing fancy. He just thought it was important to kind of lay it out, and show how much of the City is kind of being covered with just these two projects. Thank you.

President Anderson: Now, I will say we had some trouble with the cape seal and rejuvenator in the Beacon Hills subdivision, was it last year or the year before, so, this is a different company doing it this time. Was it Strawser last time? Anyway, if Mr. Huxsoll can make sure he keeps an eye on it because last time there was a lot of unsealed cape seal that a number of the residents had trouble with, so I just wanted to make sure we keep an eye on it. It caused a lot of problems for that neighborhood for several months. I know it's a technology we've used before, but, if we just keep an eye on it.

Mayor Hawkins: You're talking about how the pebbles or gravel was popping up. And, it was a strange circumstance in terms of how they went about doing that. That was also done last year, or the year before in Glenview subdivision, the same thing, and, there was an issue. So, we had to go back and redo, obviously, Beacon/Oxford Hills, but, in theory, this should be without issue.

President Anderson: I just get a reaction when I hear "cape seal". It just puts my back up.

Mayor Hawkins: I understand.

Ordinance No. 26-2024 passes with seven affirmative votes.

Executive Session

Mrs. Sullivan-Wisecup: I would like to make a motion to go into Executive Session for Ohio Revised Code Section 121.22(G) under the Article 2(D)(1) of the Springdale Charter to discuss Economic Development issues.

Mr. Vanover: Second.

President Anderson: Discussion? (None) Administration are we expecting action out of this meeting? (None)

Motion to go into Executive Session for Ohio Revised Code Section 121.22(G) under the Article 2(D)(1) of the Springdale Charter to discuss Economic Development issues passed with seven affirmative votes. Council departed at 7:29 p.m. Council returned to chambers at 8:33 p.m.

Old Business - None

New Business - None

Meetings and Announcements

Mrs. Sullivan-Wisecup: Planning Commission will meet on June 11<sup>th</sup> in these chambers at 7:00 p.m.

Mr. Gleaves: The BZA meeting that is scheduled for June 25<sup>th</sup> has been cancelled, and I have one announcement that I took a ride along with a Police Officer for Springdale. The 21<sup>st</sup> of this month we rode from 10:00 a.m. to noon. He is a 19 year veteran. His name is Ricky Grantz, Officer Ricky Grantz. He's from Hamilton Ohio, and, so am I, so, we hit it off right away. But, there was a lot going on that morning. We kind of focused on the business corridor, and, the things that were going on in the business corridor. And, he was putting out some things that are going on in the hotels, and, the long-range hotels where people stay for a long time. The drugs, and the prostitution that was going on there. And, been trying to get a fix on that. I pointed out to him the ordinance that was about illegal camping, and a gentleman that we saw that day that seemed to be homeless. I think a lot of us have seen him. He's been pushing a cart around. He's concerned, just like I am, with this ordinance when it goes through that the mental health

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Mr. Gleaves (continued): aspect of how they're going to be able to deal with this situation. I reached out to the Health Department, Mr. Clayton, and we talked extensively about some necessary things that the public has that can help these people, along with the Police Officers so we don't have to use this ordinance, if it gets passed to incarcerate, but to help. He also extended the invitation to all Councilmembers to take rides, and, he wants to put names with faces, and, I think it's something that I'm going to continue to do. He suggested that I do a night ride, so, I'm going to do a night ride here probably in the next three or four months, but, that went great, and, that's the communication that I have from that. That's all I have.

Mayor Hawkins: Just to piggyback on that, if Council has an interest in doing any kind of ride-alongs, or anything like that, please, as Mr. Gleaves did, contact Administration, and they'll get you all set up with regard to being able to go and do that.

President Anderson: Are bulletproof vests mandatory, or do we have to wear the vest and the uniform, or are we good? Whatever we're comfortable with?

Mayor Hawkins: I think that depends on how brave you are.

President Anderson: If we're leaving Springdale, I meant. We're fine here?

Mayor Hawkins: Yes, you're fine here.

President Anderson: Okay. Thank you.

Mr. Jones: Director Wilson asked on behalf of Parks and Rec to remind some folks that June 8<sup>th</sup>, 9:30 until 11:30 at the Community Center will be Family Health and Fitness Day. There will be several things going on, including, free to the public, will be 30 minute family boot camp, yoga exercises, pickle ball, and so forth. Also, there will be concerts and Art in the Park on June 20<sup>th</sup>. The concession stands will be operated by SYB and open. The Art in the Park begins at 6:30, and I believe the concerts are 7:00 or 7:30.

President Anderson: I thought it was 7:00 p.m..

Mr. Jones: I was thinking 7:00 p.m. too because I think it's The Remains at 7:00 p.m. Also, Cameron and Underwood Park update, very briefly. We're looking to begin concrete walkway work next week. And, then, we'll be working on the asphalt for the parking lot. We're hoping to get, weather dependent, to get that wrapped up pretty soon. And, then, I've had a couple of people inquire about this, but, we will definitely be, and we have been in ongoing contact with the benefactors, but, we do plan to have them before Council in the near future. And, the only other thing I had is just I'm sure you're going to do this, Mr. President, is just to remind folks that we're on the summer schedule, regarding the July 3<sup>rd</sup>, and August 7<sup>th</sup> meetings. Thank you.

President Anderson: Thank you. And, to that part, Mr. Jones, a reminder that our first July 3<sup>rd</sup> and, August 7<sup>th</sup> meetings are cancelled as we are on the summer schedule.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: As you review your Internal Memorandum, Item Number I was addressed by Ordinance No. 20-2024; An Ordinance Creating Chapter 140 of the Code of Ordinances of the City of Springdale, Ohio to Regulate Unlawful Camping. That passed with seven affirmative votes. Item Number II was addressed by Ordinance No. 21-2024; An Ordinance Approving a Zoning Code Text Amendment to Remove the Prohibition of Medical Marijuana Cultivation, Processing and Retail Dispensaries and to Adopt Text Amendments to Allow for the Location of Marijuana Dispensaries, Processing, and Cultivation Businesses in the City of Springdale. That received a first reading. Item Number III was addressed by Ordinance No. 22-2024; An Ordinance Creating Chapter 126 of the Codified Ordinances of the City of Springdale, Ohio regulating the Licensing of Marijuana Cultivator & Processing Facilities and Marijuana

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Mr. Jacobs (continued): Dispensaries. That received a first reading. Item Number IV was addressed Ordinance No. 23-2024; An Ordinance Authorizing the Execution of a Grant Agreement with the State of Ohio Department of Development for Participation in the Infrastructure Investment and Jobs Act Energy Efficiency Conservation Block Grant Brightening Ohio Communities. That received a first reading. Item Number V was addressed by Ordinance No. 24-2024; An Ordinance Authorizing a Cooperative Agreement Relative to the Kenn Road Improvements Project Between the City of Springdale and the City of Forest Park and Declaring an Emergency. That passed with seven affirmative votes. And, Item Number VI; An Ordinance Accepting a Proposal under the Ohio Department of Transportation Cooperative Purchasing Program and Authorizing the Mayor and City Administrator to Enter Into an Agreement with Strawser Construction, Inc. in the Amount of \$325,211.76 for the 2024 Annual Street Improvement Program – Crack Seal and Cape Seal project and Declaring an Emergency. That was addressed by Ordinance No. 25-2024, and that passed with seven affirmative votes. Finally, Item Number VII was addressed by Ordinance No. 26-2024; An Ordinance Accepting a Proposal Under the Ohio Department of Transportation Cooperative Purchasing Program and Authorizing the Mayor and City Administrator to Enter into an Agreement with Pavement Technology, Inc. in the Amount of \$59,750 for the 2024 Annual Street Improvement Program – Pavement Rejuvenator Project and Declaring an Emergency, and that passed with seven affirmative votes.

Adjournment

President Anderson: Council are you good? Alright, then all we have is item 15.

Mrs. Sullivan-Wisecup: Move to adjourn.

President Anderson: I'm sorry what?

Mr. Braun: I just want to make sure everyone is clear that we do have a public hearing set for the next Council meeting for the text amendment.

President Anderson: Right. We mentioned that during the ordinance and discussion.

Mr. Braun: I just want to make sure though that everyone's got that in the minutes. Thank you.

President Anderson: And, with that, we're adjourned.

Meeting adjourned at 8:41 p.m.

Respectfully submitted,

Nicole Browder

Minutes Approved:  
Jeffrey Anderson, President of Council

\_\_\_\_\_, 2024

**ORDINANCE NO. 21-2024**

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

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

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

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

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

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

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

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

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the emergency is to immediately lift the prohibition in order to allow for adoption of standards.

Passed this 19<sup>th</sup> day of June, 2024.

Attest:

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

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**To:** Springdale Planning Commission

**From:** Anne McBride, FAICP

**Re:** Springdale Zoning Code Text Amendments

**Date:** May 14, 2024

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

## **MARIJUANA CODE REVISIONS**

### **Overview:**

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

### **Proposed Permitted Uses and Use Standards:**

#### **Adult Use/Medical Marijuana**

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

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

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

### **Proposed Definitions:**

#### **Adult Use/Medical Marijuana**

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

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



**MARIJUANA FACILITIES RELATED CODE REVISIONS**

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



**Proposed Definitions**

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

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

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

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

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

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

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

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

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

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

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



Chapter 3796 of the Ohio Revised Code.

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

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

**Proposed Use Standards**

**Marijuana Cultivator & Processing, Adult Use & Medical**

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

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



**Marijuana Dispensaries, Adult Use & Medical**

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

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

**ORDINANCE NO. 22-2024**

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

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

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

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

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

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

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

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

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

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

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the emergency is to adopt new standards since the moratorium on medical marijuana cultivation, processing and retail dispensaries has been lifted and to comply with ORC Sections 3780.01 through 3780.99.

Passed this 19<sup>th</sup> day of June, 2024.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Exhibit A**  
**Ordinance 22-2024**

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

- § 126.01      Business License Required
- No person shall operate a Marijuana Cultivator & Processing Facility or a Marijuana Dispensary business in the City without having first obtained a business license.
- § 126.02      Definitions
- All definitions contained in Section 153.600 of the Code shall be used in interpreting this Chapter and the regulations contained within it.
- § 126.03      Licensure
- (a) No licenses may be issued for a Marijuana Cultivator & Processing Facility to be located in the City;
  - (b) No more than two licenses may be issued for a Marijuana Dispensary to be located in the City;
  - (c) Any license issued under this Section for any Marijuana Cultivator & Processing Facility or Marijuana Dispensary shall be for a two year period of time and shall be renewable as provided in this Chapter;
  - (d) All licenses shall be issued in the name of the applicant;
  - (d) Each license shall vest a personal privilege but not any property rights in the licensee;
  - (e) Each license shall be required to be displayed permanently in a conspicuous place upon the premise for which it is issued;
  - (f) Each license shall be neither assignable nor transferable, either as a person or location; and
  - (g) The failure to follow any and all rules required by the Ohio Division of Cannabis or the City may result in the immediate revocation of any license issued by the City under this Chapter.
- § 126.04      Procedure for Obtaining a License
- (A) The application for a license shall contain the following information:
    - (1) For each individual owner:
      - (a) True name and all other names used in the past five years;
      - (b) Date of birth;
      - (c) Permanent home address of the applicant;
      - (d) Business and home telephone numbers;
      - (e) A statement as to whether or not the owner has been convicted of any crime other than traffic offenses and, if convicted, the date and court of conviction, the specific crime convicted of, and the penalty imposed;
      - (f) A statement as to whether or not the owner has ever had ownership interest in a marijuana business, and, if so, the specific location of the business and the dates of such operation;

**Exhibit A**  
**Ordinance 22-2024**

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) In order to obtain a license from the City, all Marijuana Cultivator & Processing Facilities must also submit to the City a plan approved by a professional engineer or industrial hygienist, explaining plans for reducing marijuana odors associated with cultivation, manufacturing, or processing of marijuana, which shall include, at a minimum, contact information, operating hours, a floor plan, a description and schedule of odor-producing activities, administrative controls such as employee training and maintenance, and engineering controls such as carbon filtration.

**Exhibit A**  
**Ordinance 22-2024**

§ 126.05 Determination and Appeal Process

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

§ 126.06 License Renewal

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

§ 126.07 Denial of a Business License

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

- (a) The applicant or an owner has been found guilty of any offense set forth in R.C. Chapters 2925, 3719, or 4729, the violation of which constitutes a felony or misdemeanor of the first degree.
- (b) The applicant or an owner has been found guilty of any theft offense set forth under division (K) of R.C. § 2913.01, the violation of which constitutes a felony.
- (c) The applicant or an owner has been found guilty of any violation for which a penalty was imposed under R.C. § 3715.99.
- (d) The applicant or an owner has been found guilty of a crime of moral turpitude as defined in R.C. § 4776.10.
- (e) A violation of any former law of this state, any existing or former law of another state, any existing or former law applicable in a military court or Indian tribal court, or any existing or former law of any nation other than the United States that is or was substantially equivalent to any of the offenses listed in divisions (a) through (d) of this section.
- (f) Any first-degree misdemeanor offense listed in divisions (a) through (e) of this section will not automatically disqualify an applicant from licensure if the applicant was convicted of or pleaded guilty to the offense more than five years before the date the application for licensure is filed. Notwithstanding anything to the contrary in this section, no misdemeanor offense, including misdemeanors of the first degree, related

**Exhibit A**  
**Ordinance 22-2024**

to marijuana possession, marijuana trafficking, illegal cultivation of marijuana, illegal use or possession of drug paraphernalia or marijuana drug paraphernalia, or other marijuana related crimes shall be considered a disqualifying offense.

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

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

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

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

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

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

§ 126.08 License Expiration, Suspension or Revocation

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

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

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

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

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

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

§ 126.09 Penalty

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

**ORDINANCE NO. 23-2024**

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

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

WHEREAS, the U.S. Department of Energy has allocated nearly \$13.3 million in Infrastructure Investment and Jobs Act State Energy Program funds to Ohio for energy-related programs, with \$3.1 million earmarked for Energy Efficiency and Conservation Block Grant Brightening Ohio Communities (“BOC”) Program; and

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

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

WHEREAS, the Ohio Department of Development has awarded grant funding not to exceed \$237,439.75 to the City for energy efficiency initiatives at the Community Center and Municipal Building.

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

Section 1. That the City Administrator is hereby authorized to execute a grant agreement with the State of Ohio Department of Development for participation in the Infrastructure Investment and Jobs Act State Energy Program Energy Efficiency Conservation Block Grant Brightening Ohio Communities Program (the “Agreement”) and to execute any and all other documents and agreements consistent with acceptance of the grant and participation in the program. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this 19<sup>th</sup> day of June, 2024.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

1. **Grantor’s Authority.** Grantor has been awarded funding by USDOE under Catalog of Federal Domestic Assistance Number referenced in the table above to develop and implement a comprehensive Program. The Program will promote energy conservation and efficiency, reduce energy demand, and develop and deploy renewable energy sources.
  
2. **Project.** Grantee shall use the financial assistance to be provided by Grantor pursuant to this Agreement to undertake the energy project further described in the Program application or proposal (the “**Application**”) submitted by Grantee and summarized in the Scope of Work (the “**Project**”). The Scope of Work and Project Budget are attached to this Agreement as Exhibit I and incorporated by this reference. The Application is not attached but is also incorporated by this reference into the Agreement.
  
3. **Grant of Funds.**
  - (a) **Funds.** Grantor hereby awards and grants to Grantee, funds in the aggregate amount of **\$237,439.75** (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project substantially as described in the Application. Grantee may not use the Grant Funds for any purpose other than completion of the Project. Grantee may not pledge the Grant Funds as security for any loan or other obligation or indebtedness.

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

4. **Payment of Grant Funds.**

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

- (b) **Budget Alterations.**

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

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

- (c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio and U.S. Department of Health and Human Services budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

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

application submitted to USDOE. Therefore, Grantee's completion of the Project and performance of other obligations as set forth in the Application and the Scope of Work are essential terms of this Agreement. (While the Scope of Work is intended to be consistent with the Application, in the event of any conflict or inconsistency between the Scope of Work and the Application, the terms of the Scope of Work will prevail over the conflicting or inconsistent terms of the Application.)

- (b) **Performance Metrics.** The Project will be subject to assessment by Grantor according to the performance metrics applied by USDOE to the Program. The Program metrics may include: (i) renewable energy capacity and generation, (ii) jobs created and/or retained, (iii) emissions reductions, (iv) infrastructure investment, (v) accomplishments, publicity, good news, (vi) industrial process efficiency, (vii) workshops, trainings, and education, (viii) energy savings (kwh/therms/gallons/BTUs/etc.), (ix) energy cost savings, and all other relevant material related to this Agreement. Grantee shall timely and accurately report to Grantor from time to time at Grantor's request information relevant to assessment of the Project against the Program performance metrics.
  - (c) **Compliance with Federal Requirements.** Grantee shall comply with all USDOE requirements for the Program, as USDOE may clarify or change those requirements from time to time. Without limiting the foregoing, Grantee shall submit the Project for review under the National Environmental Policy Act ("NEPA") of 1969 unless a categorical exclusion applies, comply with Section 106 of the National Historic Preservation Act of 1966 and implementing regulations prior to receiving any Grant Funds, comply with federal prevailing wage laws (Davis-Bacon and related acts) with respect to any construction activities on the Project, review and adhere to all applicable National Policy Assurances and Certifications applicable to the Grant Funds (copies of which are attached as Exhibit III to this Agreement), and comply with the USDOE Financial Assistance Rules, 10 C.F.R. part 600, as applicable to recipients of subgrants or subawards.
  - (d) **Build America, Buy America (BABA).** Grantee shall comply with domestic procurement requirements provided in the Build America, Buy America Act in section 70914 of Public Law No. 117-58, also known as the Infrastructure Investment and Jobs Act. The Department of Energy can issue a waiver in certain circumstances. Please see the link for further information <https://www.energy.gov/sites/default/files/2022-11/Guidance%20on%20Submission%20of%20a%20DOE%20Buy%20America%20Requirement%20Waiver%20Request%2011-17.pdf>.
8. **Reporting.** The federal award providing funds for this Agreement imposes certain reporting requirements on Grantor. Grantee must provide information necessary and sufficient for Grantor to comply with such reporting requirements. Failure to comply with the reporting requirements concerning the Grant Funds and the Project is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.
- (a) **Quarterly Progress Reports.** Grantee shall deliver to Grantor by the 10<sup>th</sup> day of each quarter during the Term of this Agreement a quarterly progress report covering Grantee's activities on the Project, including the goals accomplished, milestones met and any performance deficiencies or delays. Exhibit IV contains guidelines for formatting quarterly reports.
  - (b) **Project Completion Report.** Grantee shall notify Grantor promptly in writing when the Project is completed (the "**Project Completion Report**"). In no event shall the Project Completion Report be submitted later than 30 days after the Project is completed in accordance with the

Application and Scope of Work. The Project completion report may be submitted in substantially the same format as a quarterly progress report unless otherwise directed by Grantor. Following receipt of the Project Completion Report, Grantor will review the completed Project. Notice of Project completion and Grantor review shall be conditions to final disbursement of the Grant Funds.

- (c) **Emission Allowances.** Energy projects may be eligible to receive energy efficiency or renewable energy emission allowances or other allowances or credits based on the energy attributes of the project (an “**Allowance or Credit**”). If Grantee is entitled to claim an Allowance or Credit as a result of the Project, Grantee must affirmatively claim such Allowance or Credit or forfeit such Allowance or Credit to Grantor for the benefit of the public as provided in Section 4928.62(C) of the Ohio Revised Code. Grantee is hereby deemed to forfeit any Allowance or Credit related to the Project unless Grantee notifies Grantor in writing of its intention to claim the Allowance or Credit at least 120 days prior to the scheduled deadline for claiming the Allowance or Credit. Grantee may also waive to Grantor for the benefit of the public any Allowance or Credit related to the Project. Grantor hereby exercises its right to claim ownership of any such Allowance or Credit that Grantee affirmatively waives or is deemed to have forfeited under this paragraph.
- (d) **Signature and Costs.** Grantee (if Grantee is an individual) or the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee (if Grantee is an entity) shall certify by their signature of each report required by this Section 8 that the information reported by Grantee is true, complete, and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (e) **Additional Information.** Grantor reserves the right to require any other documentation that may report Grantee’s activities related to the Project and the expenditure of Grant Funds as may be required to satisfy any federal reporting requirement. Grantee shall respond within a reasonable time to any such supplemental request.
- (f) **Remedy.** Reporting is essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any required performance report or additional information and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the performance report is past due.
- (g) **Dissemination of Scientific and Technical Reports.** If this Agreement requires submission of scientific and technical reports, such reports will be disseminated on the Internet via the USDOE Information Bridge, unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the USDOE Energy Citations Database (<https://www.osti.gov/>). Reports submitted to the USDOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

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

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

performed in a manner that does not unduly interfere with or delay Project work or evaluation.

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

#### 10. **Property Rights; Publications.**

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

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number SE-0000141."

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

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

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

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

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

pursuant to Ohio Revised Code § 2921.13(F)(1).

- (g) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall incorporate the requirements of this paragraph in all of its contracts for any work to be performed as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee shall require all of its contractors to incorporate such requirements in all subcontracts for such work. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision. Grantee will, in all solicitations or advertisements for employment positions, expressly indicate that applications placed for consideration of employment will be reviewed without regard to the race, religion, color, sex, national origin, disability, age, military status or ancestry of the applicant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any program or activity funded in whole or in part with the Grant Funds.
- (h) **Prevailing Wage and Labor Standards.** All laborers and mechanics employed by Grantee, its contractors or subcontractors on any such construction work (as defined in 29 C.F.R. part 5) that is part of the Project shall be paid in accordance with the Davis-Bacon Act and related laws, 40 U.S.C. 276a to 276a- 5, as amended, the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by Grantee, its contractors or subcontractors on such construction work shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Grantee shall require that all of its contractors and their respective subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. In the event that construction work to be undertaken on the Project is not subject to the application of the Davis-Bacon Act and related laws, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in such construction work, Grantee shall comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.
- (i) **Procurement.** When procuring property and services to be paid for in whole or part with Grant Funds, Grantee shall comply with the procurement standards and other requirements for procurement set forth in 10 C.F.R. § 600.236(b) through (i). Without limiting the foregoing, Grantee acknowledges all of its contracts for the procurement of property and services will contain contract provisions as described in 10 C.F.R. § 600.236(i). It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
- (j) **Historic Preservation.** (i) Prior to the expenditure of federal funds to alter any structure or site, Grantee shall comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with USDOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in, or eligible for listing in, the National Register of Historic Places. In order to fulfill the requirements of Section 106, Grantee must cooperate with Grantor in contacting the State Historic Preservation Officer (SHPO) to

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

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

## 12. **Termination.**

- (a) **Reasons for Termination.** Grantor may withhold payment under this Agreement or terminate this Agreement in whole or in part under any of the following circumstances: (i) Grantee fails to comply with the terms and conditions of this Agreement, including any Program rules and requirements incorporated into this Agreement; (ii) Grantor determines that Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 10 C.F.R. part 600, with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time allowed by this Agreement or otherwise approved by Grantor; (iii) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under this Agreement; or (iv) Grantee fails to comply with any reporting requirements including, but not limited to, submission of reports provision of this Agreement. Grantor may also terminate this Agreement in the event USDOE cancels its grant of funds to Grantor.
- (b) **Procedure.** If Grantor has a basis to terminate the Agreement or to withhold Grant Funds as provided in paragraph (a) of this Section 12, Grantor shall notify Grantee in writing (the "Notice") sent by certified mail or commercial delivery. The Notice shall state in reasonable detail the basis for the action and sections of the statutes, rules, regulations, or contractual obligations that Grantee is charged with violating.
- (c) **Effect of Early Termination.** Within 60 days after early termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. In addition, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor. Grantee shall have the right to use of the data for Grantee's own internal, non-commercial educational, training or research purposes. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor, on behalf of the State of Ohio (the "State"). In no event shall

Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement. Grantee shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement. Grantee shall incur no new obligations after the date of receipt of the Notice, and shall cancel as many outstanding obligations as possible. Notwithstanding any of the provisions of this Section 12, Grantee shall not be relieved of its responsibility for damages sustained by Grantor by virtue of any breach of contract by Grantee, and Grantor may withhold any reimbursement to Grantee for the purpose of set-off until such time as the exact amount of damages due Grantor from Grantee is agreed upon or otherwise determined.

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

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

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

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

If to Grantor:

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

If to Grantee:

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

16. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect, and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of

Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- (c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, record retention and inspection rights shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

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

**Grantee:**

City of Springdale

**Grantor:**

State of Ohio, Department of Development

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Grantee Must Enter Unique Entity Identification (UEID) and SAM.gov Registration Expiration			
UEID:	E1BCH6WUN945	Expiration Date:	

**Attachments:**

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

## EXHIBIT I

### SCOPE OF WORK AND PROJECT BUDGET

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

### BOC Budget Information

Applicant Name: City of Springdale

Proposed Project Date: 03/01/24

To: 02/28/25

#### SUMMARY OF BUDGET:

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

**EXHIBIT II**  
**FINANCIAL REPORTS AND REQUEST FOR PAYMENT**

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

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

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

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

## Request for Payment

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

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

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

**GRANTEE CERTIFICATION:**

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

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

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**PLEASE RETURN TO:**

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

**FOR STATE USE ONLY**

**FISCAL APPROVAL**

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

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**MONITOR APPROVAL**

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

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



## EXHIBIT III

### SPECIAL TERMS AND CONDITIONS

The following are incorporated into this Award by reference:

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

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

## EXHIBIT IV

### QUARTERLY PROGRESS REPORTING GUIDELINES

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

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

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

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

**Significant Accomplishments:** Report the following information, as applicable –

For Deploying Renewable Energy in Ohio Program Activity:

- Number of systems installed (Solar electric)
- Size of systems installed (Solar electric)
- Number of systems installed (Wind energy)
- Size of system installed (Wind energy)
- Number of systems installed (Solar thermal)
- Capacity of systems installed (Solar thermal)

For Making Building Energy Efficiency Work Program Activity:

- Number of buildings retrofitted
- Square footage retrofitted

For Banking on New Energy Financing Program Activity:

- Number of loans made
- Value of loans made

For Targeting Industry Efficiency Program Activity:

- Reduction in natural gas consumption
- Reduction in electricity consumption

For all Program Activities:

- Awards received
- Total outlays
- Recognition received
- Measurable economic impact
- New funds received in support this Project or objectives achieved significantly under budget

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

### SAMPLE PROGRESS CHART

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

## EXHIBIT V

### Contract Provisions

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

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

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by

Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

See §200.322 Procurement of recovered materials.

**ORDINANCE NO. 27-2024**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION FOR PARTICIPATION IN THE ORPHAN RAIL CROSSING PROGRAM**

WHEREAS, the City of Springdale (the “City”) desires to remove the railroad crossing at Centron Place which is no longer actively used by rail traffic due to the adjacent track having been removed; and

WHEREAS, the Ohio Rail Development Commission has been allocated \$1 million in funding through the state transportation bill (HB 33) for the Orphan Rail Crossing Program to address repairs and improvements to rail crossings that are no longer used, abandoned by the railroad or are currently active but have no clear ownership or responsible party for maintenance; and

WHEREAS, the Ohio Rail Development Commission is authorized to administer the Orphan Rail Crossing Program; and

WHEREAS, the City applied for grant funding through the State of Ohio, Ohio Rail Development Commission to remove the track structure at the Centron Place railroad crossing and restore the roadway within the limits of the crossing; and

WHEREAS, the Ohio Rail Development Commission has awarded grant funding not to exceed \$28,245.00 to the City for removal of the orphan rail crossing at Centron Place and restoration of the road following removal.

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

Section 1. That the City Administrator is hereby authorized to execute a grant agreement with the State of Ohio, Ohio Rail Development Commission for participation in the Orphan Rail Crossing 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 \_\_\_\_\_, 2024.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## AGREEMENT

This Grant Agreement (“Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and among the STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION (hereinafter referred to as “Grantor”), 1980 West Broad Street, Mail Stop 3140, Columbus, Ohio 43223, and City of Springdale (hereinafter referred to as the “Grantee”), with principal offices at 11700 Springfield Pike Springdale, OH 45246. This Agreement shall have ORDC Grant Agreement Control Number 2024-30.

**NOW**, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto agree as follows:

### **Article 1. PROJECT DESCRIPTION:**

The Project pursuant to this Agreement is attached as Exhibit A:

Grantee will remove existing seventy-five feet (75’) of orphan ran that crosses through Centron Place, approximately two hundred and seventy feet (270’) north of Progress Place within the City of Springdale municipal limits. This crossing is also identified as crossing #155109V, BE17.30 according to CSX Railroad. The scope of work includes the removal steel railroad tracks imbedded within a concrete paved section of the road. Concrete curbs will be added to connect to existing concrete curbs at the same grade to continue to allow water to flow properly. Aggregate stone base will be added and compacted to ODOT specifications before the Asphalt pavement section will be placed on top of the compacted base. Once complete, the new section will be striped to match the existing roadway section, the non-paved areas will be graded, seeded, and straw mulched to complete the project.

The work described above shall hereinafter be referred to as the PROJECT. Any work not included in the PROJECT will be ineligible for reimbursement. Grantor reserves the right to approve minor variations in scope based upon actual work completed.

### **Article 2. PREVAILING WAGE:**

State prevailing wage requirements do apply to this project.

### **Article 3. COMPETITIVE BIDDING:**

Grantee agrees to pursue the PROJECT in a manner that is cost effective for both the Grantee and Grantor. If the PROJECT work is to be performed by contract, the Grantee shall secure the contract for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) contractors. The bid documents and the contractor bids must be promptly supplied to the Grantor by the Grantee. If the PROJECT work is to be performed by employees of the Grantee, the Grantee shall secure any materials needed for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) suppliers. The bid documents and the supplier bids must be promptly provided to the Grantor by the Grantee.

Only Ohio Department of Transportation (“ODOT”) prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force at the time of bidding, at

the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement.

**Article 4. GRANT SUM/METHOD OF PAYMENT:**

*Section 4.01* The Grantor hereby grants up to a maximum of \$28,245.00 (the “Funds”) to the Grantee for the sole and express purpose of undertaking the PROJECT. Grantor will not be responsible for any payment to the Grantee beyond the Funds.

*Section 4.02* The Funds granted pursuant to this Agreement shall be used for obligations incurred in the performance of the Agreement and shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the costs incurred. If the Funds are not expended in accordance with the terms, conditions and a time period set forth in this Agreement or the total amount of the Funds exceed the eligible costs of the PROJECT, the Funds improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement.

*Section 4.03* The Grantee shall submit up to five invoices to the Grantor for costs incurred for PROJECT work completed. The final invoice shall be in an amount which is equal to or greater than 20% of the Funds. The final invoice shall not be submitted until 100% of all work on the PROJECT is completed. The invoice shall substantiate, to the satisfaction of the Grantor, PROJECT costs incurred. The adequacy and sufficiency of such invoices shall be determined solely by the Grantor. The Grantor shall not pay the Grantee for any work that is not part of the PROJECT. To facilitate Grantor’s final inspection, all materials installed must be marked in such a way to be easily identifiable by the Grantor, and the Grantee’s final invoice shall include an inventory of installed materials by milepost or other segmentation of the PROJECT that is satisfactory to the Grantor. In addition, prior to the Grantor’s approval of any invoice, the Grantee shall provide evidence satisfactory to the Grantor that demonstrates that all contractors who are to be paid from the Grantor’s Funds are fully compliant with Ohio Bureau of Workers Compensation requirements. Grantor reserves the right to reject any invoice which does not segment the inventory of installed materials in a manner acceptable to Grantor.

*Section 4.04* Payment shall be made within forty-five (45) days from the date of Grantor’s approval of Grantee’s invoice. The Grantor shall have thirty (30) days from the receipt of the invoice to either approve or reject the invoice. If any invoice is rejected, Grantor shall immediately provide Grantee with a notice and opportunity to correct any deficiency or error.

**Article 5. TERM OF AGREEMENT/SUSPENSION/TERMINATION:**

All financial obligations of the Grantor under this Agreement shall expire on December 31, 2025 and the PROJECT shall also be completed by December 31, 2025, or extended by agreement of the parties.

Grantor Termination: The Grantor shall have the right to terminate this Agreement in the event of a material breach of this Agreement by the Grantee. The Grantor shall provide the Grantee thirty (30) days written notice in advance of the exercise of its rights under this provision, unless the Grantor determines that substantial noncompliance cannot be corrected within a reasonable

time, then the Grantor may immediately terminate this Agreement.

Suspension of Funding by the Grantor: The Grantor shall have the right to suspend funding of the PROJECT authorized under this Agreement at any time in the event of any material breach or default by Grantee, and for so long as the Grantee fails substantially to comply with material terms and conditions of this Agreement.

**Article 6. PROJECT INSPECTION:**

*Section 6.01* The Grantee shall allow, upon reasonable notice, the inspection of and access to, the PROJECT to the Grantor.

*Section 6.02* The Grantee shall furnish written notification no later than five (5) working days prior to the date work will start at the PROJECT site to Alyssa Krutulis, Grants Administrator of the Ohio Rail Development Commission, at 1980 West Broad Street, Mail Stop 3140, Second Floor, Columbus, Ohio 43223, Telephone Number (614)466-7102 or e-mail at [Alyssa.Krutulis@dot.ohio.gov](mailto:Alyssa.Krutulis@dot.ohio.gov). The Grantee shall also notify the same of the details of any work stoppages, the subsequent resumption of the work activity, and the date on which the work on the PROJECT was completed.

**Article 7. MAINTENANCE AND REPAIR REQUIREMENT:**

After completion of the PROJECT and in accordance with applicable provisions of the ORC, the Grantee shall maintain the PROJECT to the design standards selected under Section 9.01 below and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by the Grantor. The PROJECT must remain under the ownership and authority of the Grantee for 20 years, unless otherwise agreed to by the Grantor. If the PROJECT is not being maintained according to this section, the Grantor shall notify the Grantee of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, the Grantor may determine that the Grantee is no longer eligible for future participation in any State-funded programs.

**Article 8. NOTICES:**

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

**If to the Grantee:**

Public Works Department  
City of Springdale  
11700 Springfield Pk  
Springdale, OH 45246

**If to the Grantor:**

Ohio Rail Development Commission  
1980 West Broad Street, Second Floor  
Mail Stop 3140  
Columbus, Ohio 43223  
Attention: Grants Administrator

**Article 9. MISCELLANEOUS CLAUSES:**

*Section 9.01* The Grantee shall design and construct the PROJECT in accordance with a recognized set of written design standards. The Grantee shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate American Association of State Highway and Transportation (AASHTO) publication). Even though the Grantee may use its own standards, the Grantor may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the Grantee has adopted ODOT standards for the PROJECT, the Grantee shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The Grantee shall be responsible for monitoring <https://www.transportation.ohio.gov/working/publications> for changes, in accordance with the revision and update schedule published on that site.

*Section 9.02* The Grantee shall either designate an employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the Grantee's principal representative for attending to PROJECT responsibilities. or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC 153.65 - 153.71. The prequalified list is available on the ODOT web page at <https://www.transportation.ohio.gov/working/engineering/consultant-services/prequal-info>.

*Section 9.03 RECORDS, ACCESS AND MAINTENANCE*

The Grantee agrees to maintain records concerning the PROJECT as described in this Agreement for a period of three (3) years after the final inspection of the PROJECT by Grantor. Further, in order to demonstrate the public benefits of the PROJECT Grantor may request that Grantee provide information related to the PROJECT including but not limited to, financial reports, rail car loading data, job creation data, derailment data, and all other relevant information. The Grantee shall provide this information to the Grantor within 30 days of the Grantor's request so long as the request is made within three (3) years of the date of the final Grantor's inspection of the project. The Grantee further agrees that records required by the Grantor with respect to any questioned costs, audit disallowance, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said matter. In the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the PROJECT, the Grantee shall, at its own cost and expense, segregate all such records related to the PROJECT from its other records of operation.

*Section 9.04 REPRESENTATIONS AND WARRANTIES*

- (a) The Grantee warrants and represents the following:
- (i) Grantee has the power and authority to enter into this Agreement; and
  - (ii) Grantee has the authority to carry out its obligations under this Agreement; and
  - (iii) No personnel of the Grantee, any subcontractor of the Grantee, nor to the Grantee's knowledge, any public official, employee or member of the governing body of the particular locality where the PROJECT shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or

involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any such personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, considering the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

- (b) The Grantor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

*Section 9.05 ENVIRONMENTAL PROTECTION:*

The Grantee represents and warrants that no facility or equipment shall be acquired, constructed, or improved as a part of this Agreement unless the facility or equipment is equipped to limit water and air pollution in accordance with all applicable state and federal standards.

The Grantee agrees to expend granted Funds and to conduct the PROJECT in compliance with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), and all regulations issued there under.

The Grantee represents and warrants that no facilities to be utilized or improved as part of this PROJECT are listed on the Environmental Protection Agency's List of Violating Facilities.

The Grantee represents that it will notify the Grantor within one (1) business day of receiving any communication from the Environmental Protection Agency indicating that any facility to be utilized or improved as part of the PROJECT is under consideration to be listed on the Environmental Protection Agency's List of Violating Facilities.

No publicly owned land from a public park, recreation area, or wildlife and water fowl refuge of national, state, or local significance as determined by the official having jurisdiction thereof, or any land from a historic site of national, state, or local significance as determined by the official may be used for the PROJECT without the advance written authorization of the Grantor.

*Section 9.06 INSURANCE, INDEMNIFICATION AND RELEASE:*

This Agreement is without force and effect until such time that the Grantee demonstrates to the satisfaction of the Grantor that it has liability insurance coverage; i.e. bodily and property insurance coverage, in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per each individual claim in regard to the operation of rail service at the PROJECT. The Grantee shall provide to the Grantor, within thirty (30) days of the effective date of this Agreement, evidence of such coverage.

Grantee shall be responsible, where legally liable, and to the extent of its available insurance limits coverage, for any and all detriment, damage, claims, losses, demands, suits, costs or

expenses including attorneys' fees and other legal expenses. However, the Grantee reserves its rights to assert any and all legal defenses and immunities.

*Section 9.07 UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE:*

In the event that the Grantee cannot meet any or all of the obligations placed upon it by the terms of this Agreement, (1) the Grantee shall immediately notify the Grantor in writing, and (2) the Grantor may, at its sole discretion, make reasonable efforts to assist the Grantee in meeting its obligations under the Agreement. If the Grantee is unable to comply with its obligations under this Agreement for a period no less than thirty (30) days, the Grantee may seek modification in accordance with the procedures set forth in this Agreement, including but not limited to, the extension of the term of this Agreement. Such extension shall be within the sole discretion of the Grantor unless outside of the Grantee's control.

*Section 9.08 CONTINGENCIES:*

It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on any party until all statutory provisions of the ORC, including but not limited to §§ 126.07 and 126.08 have been complied with, and until such time that all necessary funds are made available and forthcoming from the appropriate state agency and such expenditure of funds is approved, if necessary, by the Controlling Board of the State of Ohio pursuant to § 127.16 of the ORC.

*Section 9.09 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS:*

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

Also, if the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to ORC § 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC § 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC § 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

Further, during the performance of this Agreement, the Grantee, for itself, its assignees, and successors in interest, which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- (c) Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- (e) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- (h) The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- (j) Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

During the performance of this Agreement, the Grantee for itself, its assignees and successors in

interest further agrees as follows:

- (k) **Compliance with Regulations:** The Grantee (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (“FHWA”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (l) **Non-discrimination:** The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (m) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Grantee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- (n) **Information and Reports:** The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Director or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to the Grantor or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (o) **Sanctions for Noncompliance:** In the event of the Grantee’s noncompliance with the Nondiscrimination provisions of this Agreement, Grantor will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (i) withholding payments to the Grantee under the Agreement until the Grantee complies; and/or
  - (ii) cancelling, terminating, or suspending the Agreement, in whole or in part.
- (p) **Incorporation of Provisions:** The Grantee will include the provisions of paragraphs (k) through (p) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as Grantor or FHWA may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Grantee may request Grantor to enter into any litigation to protect the interests of the Grantor. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

*Section 9.10 OUTSTANDING LIABILITIES:*

The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the “State”) or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

*Section 9.11 GRANTOR DISCLAIMER:*

The Grantor shall not have or acquire any right, title or interest in the PROJECT or any materials therein by virtue of the providing of Funds for the performance of this Agreement. However, this Section 9.11 does not in any way negate the Grantee’s responsibilities to repay the NLV of the PROJECT described in **Error! Reference source not found.**

*Section 9.12 THIRD PARTY BENEFICIARY:*

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions hereof or of any other document to create in the public, or any person whomsoever, a third party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage or for loss, damage or delay of cargo or shipment by reason of, or under the terms or provisions of, this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain solely as imposed by law.

*Section 9.13 DISPUTE RESOLUTION:*

In the event the Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to the Grantor. After review and consultation with the Grantee, the Grantor shall decide the matter. If the dispute cannot be resolved, and the Grantee has failed to comply materially with the terms and conditions of this Agreement, then procedures for suspension and/or termination may be instituted as provided for under this Agreement, or this matter may be submitted to a court of competent jurisdiction for final determination.

*Section 9.14 BUY OHIO PROVISION; OFFSHORE OUTSOURCING PROVISION:*

- (a) The Grantee shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this Agreement.
- (b) The Contractor/Grantee affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement.

Notwithstanding any other terms of this Agreement, the Grantor reserves the right to recover any funds paid for services the Grantee performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

*Section 9.15 EQUAL EMPLOYMENT OPPORTUNITY:*

In performing this Agreement, the Grantee shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The Grantee shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

*Section 9.16 REMEDIES:*

No remedy herein conferred or reserved by the Grantor is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement now or hereafter existing at law or in equity, which in any event shall not exceed the amount of the Funds.

*Section 9.17 NO WAIVER:*

No delay or omission to exercise any right or option accruing to Grantor upon any breach by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by the Grantor. Further, if any term, provision, covenant or condition contained in this Agreement is breached by either party and thereafter such breach is waived in writing by the other party, such waivers shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

*Section 9.18 CONSTRUCTION:*

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to, matters of validity, construction, effect and performance.

*Section 9.19 FORUM AND VENUE:*

All actions regarding this Agreement shall be in a forum and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio.

*Section 9.20 SEVERABILITY:*

Whenever possible, each provision of this Agreement shall be interpreted in such manners as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

*Section 9.21 ENTIRE AGREEMENT:*

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

*Section 9.22 CAPTIONS:*

The captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

*Section 9.23 ASSIGNMENT:*

Neither this Agreement, nor any rights, duties or obligations described herein, shall be assigned or subcontracted without the prior advance written consent of the Grantor, which shall not be unreasonably withheld. In the event the Grantor approves an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the respective successors and assigns.

*Section 9.24 AMENDMENTS OR MODIFICATIONS:*

Any party may at any time during the term of this Agreement request amendment or modification. Requests for amendment or modification of this Agreement shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

*Section 9.25 EFFECTIVE DATE:*

This Agreement shall become effective on \_\_\_\_\_, 2024, which will be termed the "effective date."

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**GRANTEE:**

**GRANTOR:**

City of Springdale

STATE OF OHIO  
OHIO RAIL DEVELOPMENT COMMISSION

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John J. Jones  
City Administrator

---

Matthew Dietrich,  
Executive Director

DATE: \_\_\_\_\_

Date:

**BID PROPOSAL**

<b>Biditem</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Bid Total</b>
10	curb & gutter removed	40.000	FT	18.00	720.00
20	concrete with rails removed	90.000	SY	70.00	6,300.00
30	pavement removed	35.000	SY	55.00	1,925.00
40	subgrade compaction	125.000	SY	22.00	2,750.00
50	aggregate base	21.000	CY	185.00	3,885.00
60	asphalt base, PG64-22	21.000	CY	340.00	7,140.00
70	asphalt surface course, type 1, PG64-22	6.000	CY	1,150.00	6,900.00
80	asphalt intermediate course, type 1, PG64-22	6.000	CY	1,150.00	6,900.00
90	curb & gutter	40.000	FT	94.00	3,760.00
100	restoration, topsoil & seed	55.000	SY	22.00	1,210.00
110	maintaining traffic	1.000	LS	5,000.00	5,000.00
120	mobilization	1.000	LS	10,000.00	10,000.00
	<b>Bid Total</b>				<b>\$56,490.00</b>



RAILROAD  
CROSSING

YIELD

STOP



**ORDINANCE NO. 28-2024**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A SUBRECIPIENT GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY RELATED TO THE INFLATION REDUCTION ACT URBAN & COMMUNITY FORESTRY PROGRAM AND DECLARING AN EMERGENCY**

WHEREAS, the City of Springdale (the “City”) has an established urban forestry program; and

WHEREAS, the Council of the City, through Resolution R01-2024, authorized and endorsed the filing of an application through the Ohio Department of Natural Resources Division of Forestry (“ODNR”) for Inflation Reduction Act Grant Funding for Established Trees Programs for the inventory of existing trees and their condition of health, planning of maintenance and care of the trees to maintain the existing tree canopy, and development of planting projects to increase the City’s tree canopy; and

WHEREAS, ODNR has awarded an Ohio’s Urban & Community Forestry Grant subaward not to exceed \$300,000.00 to the City for the inventory of existing trees and their condition of health, planning of maintenance and care of the trees to maintain the existing tree canopy, and development of planting projects to increase the City’s tree canopy.

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 subrecipient grant agreement with the Ohio Department of Natural Resources Division of Forestry related to the Inflation Reduction Act Urban & Community Forestry Program (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 said declaration of emergency is the need to execute the agreement at the earliest possible date in order to have access to the funds being provided and commence the project.

Passed this 19<sup>th</sup> day of June, 2024.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES** (“ODNR”), acting through its **DIVISION OF FORESTRY**, with offices located at 2045 Morse Rd., Columbus, OH, 43229, and **City of Springdale** (UEI # E1BCH6WUN945), which is located at 11700 Springfield Pike, Springdale, Ohio 45246 (“**Subrecipient**”).

Expenditures for this Agreement are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of an Ohio’s Urban & Community Forestry Grant Program, awarded through USDA Forest Service, Eastern Region State, Private, and Tribal Forestry. This grant is identified by Federal Award Identification Number (FAIN) 23-DG-11094200-363, which became effective on September 5, 2023, with a total award amount of \$9,000,000.00, and an approved indirect rate of 19.09%. This grant is made under Assistance Listing Number 10.727 Inflation Reduction Act Urban & Community Forestry Program. This Agreement is a subaward of that grant.

**Total Award Committed to Subrecipient:           \$300,000.00**

**Total Award Obligated for this Action:           \$300,000.00**

**Cumulative Award Total Obligated (including this action and all prior actions):       \$300,000.00**

Subrecipient is an applicant who submitted a grant application to ODNR for this grant program. Under R.C. § 1501.0, ODNR may provide federal pass-through grants to eligible applicants for purpose or goal of federal program. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive this federal pass-through grant. Subrecipient will undertake the following with funding from this grant: high-risk tree assessment, tree inventory, tree plantings and public outreach that will conform to the approved timelines and project milestones as approved by the Division of Forestry.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Subrecipient an Ohio’s Urban & Community Forestry grant subaward not to exceed **\$300,000.00** for the purpose of reimbursing the Subrecipient for performance and completion of the deliverables detailed in the attached Exhibit A-Scope of Work and Budget (“Exhibits”) (the “Project”).
2. **Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Exhibits, program guidelines, and the project application/proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR such reports and documents as required by ODNR and 2 CFR §200.330; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; and (4) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Exhibits, unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after the completion of the Project.

3. **Notice.** All notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

<p>Subrecipient Contact:</p> <p>Michael Huxsoll Assistant Director of Public Works City of Springdale 11700 Springfield Pike Springdale, Ohio 45246 513-346-5521 <a href="mailto:mhuxsoll@springdale.org">mhuxsoll@springdale.org</a></p>	<p>ODNR Program Contact:</p> <p>Carrie Morrow Urban Forestry Coordinator ODNR Division of Forestry 2045 Morse Rd. Bldg. H-1 Columbus, Ohio 43229 614-265-6509 <a href="mailto:Carrie.morrow@dnr.ohio.gov">Carrie.morrow@dnr.ohio.gov</a></p>	<p>ODNR Federal Contact:</p> <p>Kelsey Bradley Program Administrator ODNR Division of Forestry 2045 Morse Rd. Bldg. H-1 Columbus, Ohio 43229 614-265-6689 <a href="mailto:Kelsey.bradley@dnr.ohio.gov">Kelsey.bradley@dnr.ohio.gov</a></p>
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4. **Research and Development.** Grant funds shall not be used for research and development.
5. **Indirect Costs.** Grant funds are not authorized for indirect costs.
6. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of March 12, 2024. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. The Project shall be completed by April 1, 2028 unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. This Agreement shall terminate on April 1, 2028, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.
7. **Budget Period.** The budget period for this Agreement is March 12, 2024 through April 1, 2028.
8. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR’s payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR. If appropriations are approved, ODNR may continue this Agreement past the current biennium by mutual written agreement between the parties.
9. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.

10. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.
11. **Termination by Subrecipient.** Any time after signing this Agreement, Subrecipient may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return all unused grant funds to ODNR within thirty (30) days of termination.
12. **Nondiscrimination in Employment.** Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient, shall comply with all federal and Ohio statutes, executive orders, and regulations implementing 42 U.S.C. Part 2000(d), Title IV of the Civil Rights Act of 1964 and R.C. Chapter 4112, prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry against any citizen of this state in the employment of any person qualified and available for work related to the Project. Subrecipient further agrees that Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.  
  
Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall comply with Ohio and federal statutes, executive orders, and regulations to assure equal employment practices under the Agreement, and Subrecipient shall comply promptly with all orders, requests, and directions from the State of Ohio and federal agencies pertaining to the enforcement of the aforementioned nondiscrimination laws.
13. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
14. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
15. **Prevailing Wage.** Pursuant to Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), if applicable, Subrecipient shall require that all contractors pay the prevailing wage rate of the locality on all work performed on the Project. Subrecipient and any of its contractors shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), including making the required reports to the prevailing wage coordinator.

16. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
17. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.
18. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
19. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov).
20. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.
21. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
22. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws. Requests for research data are subject to 2 CFR 315(e).
23. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition in accordance with 2 CFR 200.333.

24. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.
25. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
26. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
27. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.
28. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
29. **Waiver.** 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.
30. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
31. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
32. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall

comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.

33. **Lobbying.** Subrecipient certifies that no federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
34. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
35. **Trafficking In Persons.** Subrecipient shall not: (i) engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; (ii) procure a commercial sex act during the period of time that the subaward is in effect; or (iii) use forced labor in the performance of the subaward, pursuant to section 106(g) of the federal Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
36. **Federal Single Audit Requirement.** Subrecipient shall comply with the federal single audit requirements in 2 CFR 200.501.
37. **In-Kind Match.** If applicable, Subrecipient shall comply with 2 CFR 200.306 when using in-kind contributions as matching funds for this Project.
38. **Independent Capacity of Subrecipient.** The parties agree that the Subrecipient, and any agents or employees of the Subrecipient, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio for any purpose. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.
39. **Use of ODNR and USDA Forest Service Logos.** For OH DNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify OH DNR when permission is granted.

- 40. Nondiscrimination Statement – Printed, Electronic, or Audiovisual Material.** OH DNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or Award Number: 23-DG-11094200-363 Page 8 of 19 retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

- 41. Copyrighting.** OH DNR is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by OH DNR under this award.
- Any right of copyright to which OH DNR purchase(s) ownership with any federal contributions.

- 42. Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.

43. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
44. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
45. **Headings.** The 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.
46. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
47. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

*[SIGNATURE PAGE FOLLOWS]*

Each party is signing this Agreement on the date stated below that party's signature.

SUBRECIPIENT

OHIO DEPARTMENT OF NATURAL RESOURCES

City of Springdale

DIVISION OF FORESTRY

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

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

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

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

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

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

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

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

**ORDINANCE NO. 29-2024**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT FOR PARTICIPATION IN THE ADVANCED ENERGY FUND GRANT PROGRAM AND DECLARING AN EMERGENCY**

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

WHEREAS, the state of Ohio has allocated \$8.5 million to help businesses, nonprofits, municipalities, and more complete energy efficiency projects designed to reduce costs, better the environment, and improve the lives of people in Ohio’s communities; and

WHEREAS, the Ohio Department of Development is authorized to administer the Advanced Energy Fund Grant Program; and

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

WHEREAS, the Ohio Department of Development has awarded grant funding not to exceed \$641,813 to the City for energy efficiency initiatives at the Community Center and Municipal Building.

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

Section 1. That the City Administrator is hereby authorized to execute a grant agreement with the State of Ohio Department of Development for participation in the Advanced Energy Fund 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.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the contract prior to the expiration of the state’s fiscal year.

Passed this 19<sup>th</sup> day of June, 2024.

Attest:

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

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Ohio Advanced Energy Fund Grant Agreement  
Office of Energy and Environment**

<b>Grant Control Number</b>	DEV--2024 - 210032
<b>Grantee</b>	City of Springdale
<b>Address</b>	11999 Lawnview Avenue, Springdale, Ohio 45246
<b>Contact</b>	Brian Uhl
<b>E-Mail</b>	buhl@springdale.org
<b>Phone</b>	(513) 346-5710
<b>Program Activity</b>	City of Springdale AEF Project
<b>Technology or Materials</b>	Installing new LED lighting fixtures and direct digital control systems as well as a chiller upgrade
<b>Effective Date</b>	06/01/24
<b>Project Completion Date</b>	12/31/2025
<b>Expiration Date</b>	12/31/2025
<b>Grant Source</b>	Advanced Energy Fund
<b>Amount of Award</b>	\$641,813.00

This Grant Agreement (the “**Agreement**”) is entered into by and between the **State of Ohio, Department of Development (“Grantor”)**, located at 77 South High Street, Columbus, Ohio 43215, and **Grantee** identified above for the purpose of participating in the **Advanced Energy Fund Grant Program (the “Program”)** with funds awarded by the State of Ohio Advanced Energy Fund (“**AEF**”). This Agreement incorporates the attached Exhibit I, Scope of Work and Project Budget, Exhibit II, Financial Reports and Request for Payment, and Exhibit III, Quarterly Progress Reporting Guidelines. In addition, the Advanced Energy Fund Guidelines are incorporated by reference. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

**Grantor’s Authority.** Grantor is authorized by Ohio Revised Code (“**Revised Code**”) Section 1551.11 to grant funds appropriated by the General Assembly and any assistance provided by any governmental agency for new concepts, programs, or technology for the conservation of energy, for the efficient and environmentally acceptable utilization of present, new, or alternative energy sources, or which develop resources of the state. Under Revised Code Section 1551.12(F), Grantor may grant funds for the furnishing of goods or performance of services. The Program will promote energy conservation and efficiency, reduce energy demand, and develop and deploy renewable energy sources.

1. **Project.** Grantee shall use the financial assistance to be provided by Grantor pursuant to this Agreement to undertake the energy project further described in the Program application or proposal (the “**Application**”) submitted by Grantee and summarized in the Scope of Work (the “**Project**”). The Scope of Work and Project Budget are attached to this Agreement as Exhibit I and incorporated by this reference. The Application is not attached but is also incorporated by this reference into the Agreement.
  
2. **Grant of Funds.**
  - (a) **Funds.** Grantor hereby awards and grants to Grantee funds in the aggregate amount of **\$641,813.00** (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project substantially as described in the Application. Grantee may not use the Grant Funds for any purpose other than completion of the Project. Grantee may not pledge the Grant Funds as security for any loan or other obligation or indebtedness.
  
  - (b) **Availability of Funds to Complete the Project.** It is a condition to the award of Grant Funds that the Grantee provides funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and

warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

3. **Payment of Grant Funds.**

(a) **Invoices.** Grantor shall disburse the Grant Funds on a reimbursement basis for eligible costs of the Project incurred on or after the Effective Date. Grantee shall require delivery before payment is made for purchased goods, equipment, and services unless Grantee obtains satisfactory security from the vendor for the payment and performance of the underlying purchase agreement. Grantee shall submit to Grantor for review and approval, requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project Budget included in the Application, subject to the allowance for budget alterations provided in paragraph (b) of this Section 3. Grantee shall submit reimbursement requests on the form provided by Grantor. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts, and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in the Application. Grantor shall be the sole judge of the adequacy of reimbursement requests. Grantee shall submit to Grantor, such documentation necessary or useful to substantiate a reimbursement request. **The final reimbursement request shall be received by Grantor no later than 45 days after the Project Completion Date.**

(b) **Budget Alterations.**

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

(c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio and U.S. Department of Health and Human Services budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

(d) **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126- 1-02, are a cost of the Project eligible for reimbursements with Grant Funds in accordance with the Project budget included in Exhibit I, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "**Expense Rule**") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(e) **Retainage.** Grantor may withhold payment of an amount equal to 10% of the Grant Funds until Grantor receives and approves Grantee's Project Completion Report.

- (f) **Decontamination and/or Decommissioning Costs.** Notwithstanding any other provisions of this Agreement, neither the federal government nor the State of Ohio shall be responsible for, or have any obligation to, Grantee for (i) Decontamination and/or Decommissioning (“D&D”) of any of Grantee’s facilities, or (ii) any costs which may be incurred by Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether the D&D work was performed prior to or subsequent to the effective date of this Agreement.
4. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the period set forth in this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. If the Project does not become operational by the Project Completion Date (as such date may be extended as provided in Section 6(a)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within 30 days after the Project Completion Date or abandonment has occurred.
5. **Agreement Deadlines and Term.**
- (a) **Project Completion.** Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Project Completion Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
- (b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the date which is three years after the Project Completion Date (the “**Expiration Date**”) unless it is terminated earlier as provided in Section 12 (the “**Term**”). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds, and that Grantee’s obligation to file any delinquent reports survive the expiration or earlier termination of this Agreement.
6. **Project Performance.**
- (a) **Completion According to Application and Scope of Work.** Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of achieving the Program objectives described by Grantee in its Advanced Energy Fund Grant application submitted to Grantor. Therefore, Grantee’s completion of the Project and performance of other obligations as set forth in the Application and the Scope of Work are essential terms of this Agreement.
- (b) **Performance Metrics.** The Project will be subject to assessment by Grantor according to the performance metrics applied by Grantor to the Program. The Program metrics may include: (i) renewable energy capacity and generation, (ii) jobs created and/or retained, (iii) emissions reductions, (iv) infrastructure investment, (v) accomplishments, publicity, good news, (vi) industrial process efficiency, (vii) workshops, trainings, and education, (viii) energy savings (kwh/therms/gallons/BTUs/etc.), (ix) energy cost savings, and all other relevant material related to this Agreement. Grantee shall timely and accurately report to Grantor information relevant to assessment of the Project against the Program performance metrics.
7. **Reporting.**
- (a) **Reports.** The state award providing funds for this Agreement imposes certain reporting requirements on

Grantor. Grantee must provide information necessary and sufficient for Grantor to comply with such reporting requirements. Failure to comply with the reporting requirements concerning the Grant Funds and the Project is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards.

- (b) **Quarterly Progress Reports.** Grantee shall deliver to Grantor by the 10<sup>th</sup> day of each quarter during the Term of this Agreement, a quarterly progress report covering Grantee’s activities on the Project, including the goals accomplished, milestones met and any performance deficiencies or delays. Exhibit III contains guidelines for formatting quarterly reports.
- (c) **Project Completion Report.** Grantee shall notify Grantor promptly in writing when the Project is completed (the “**Project Completion Report**”). In no event shall the Project Completion Report be submitted later than 30 days after the Project is completed in accordance with the Application and Scope of Work. The Project Completion Report may be submitted in substantially the same format as a quarterly progress report unless otherwise directed by Grantor. Following receipt of the Project Completion Report, Grantor will review the completed Project. Notice of Project completion and Grantor review shall be conditions to final disbursement of the Grant Funds.
- (d) **Signature and Costs.** Grantee (if Grantee is an individual) or the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee (if Grantee is an entity) shall certify by his or her signature of each report required by this Section 8 that the information reported by Grantee is true, complete, and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (e) **Additional Information.** Grantor reserves the right to require any other documentation that may report Grantee’s activities related to the Project and the expenditure of Grant Funds as may be required to satisfy any federal reporting requirement. Grantee shall respond within a reasonable time to any such supplemental request. Grantee shall provide Grantor reasonable advance notice of any Project review or Project management meetings and permit Grantor’s participation by attendance or conference call when possible. To the extent possible, Grantee shall schedule such meetings in Ohio.
- (f) **Remedy.** Reporting is essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any required performance report or additional information and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the performance report is past due.

## 8. **Records Maintenance and Access.**

- (a) **Maintenance of Records.** Grantee shall establish and maintain for at least three years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, documentation of expenditures of Grant Funds, job creation and retention statistics, and all other information pertaining to Grantee’s performance of its obligations under this Agreement. Notwithstanding the foregoing, the following record types shall be subject to the retention periods indicated for each: (i) real property and equipment records shall be retained for three years from the date of the disposition or replacement or transfer of the real property or equipment; (ii) if Grantee is required to report program income after the period of grant support, records concerning such income shall be retained for three years after the end of Grantee’s fiscal year in which the income is earned; and (iii) indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable shall be retained for three years after (A) the date of submission to the federal government for negotiation if the computation or proposal is negotiated or (B) the end of the fiscal

year (or other accounting period) covered by the computation or proposal if not submitted to the federal government for negotiation. If any audit, dispute, litigation, or negotiation is pending when the applicable retention period would otherwise expire, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

- (b) **Inspection and Copying.** At any time during normal business hours, and upon not less than 72 hours prior written notice, Grantee shall make available to Grantor, its agents and other appropriate state and federal agencies or officials (including, without limitation, the Comptroller General of the United States, USDOE, or any of their authorized representatives) all books and records containing information regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor, its agents, and other appropriate state and federal agencies and officials may review, audit, and make excerpts, copies, or transcripts of such books and records. Grantee shall also make available for interview by Grantor, its agents and other appropriate state and federal agencies or officials, those directors, officers, employees, and agents of Grantee who may have information regarding the Grant Funds and any transaction involving the Grant Funds. Grantor shall use reasonable efforts to conduct any such inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(c) from Grantee's other records of operation. Grantee shall also cause each of its contractors paid with Grant Funds to make its books and records available for inspection and copying to the same extent and in the same manner as described in this paragraph for Grantee. The obligations of Grantee and rights of Grantor and other state and federal officials to access records shall continue if pertinent records are retained.
- (c) **Accounting Format.** All moneys paid to Grantee under the terms of this Agreement and any interest earned by Grantee thereon must be deposited in a separate account upon the books and records of Grantee. Grantee must keep all records in a manner that is consistent with generally accepted accounting principles. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be made readily available. All disbursements from the account established pursuant to this Section 8(c) shall be for obligations incurred in the performance of this Agreement after the Project Starting Date, and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing such disbursements. Grantor will review and consider accepting federal audits in lieu of requiring a state audit where applicable.
- (d) **Site Visits.** Authorized representatives of Grantor have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. Grantee shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of government representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay Project work or evaluation.

## 9. **Property Rights; Publications.**

- (a) **Property and Equipment Purchases.** This Agreement is subject to any applicable property recapture requirement that may be imposed by federal law, regulation, or program guideline. If Grantee defaults in the performance of the terms and conditions of this Agreement and/or this Agreement is terminated for default or non-performance, property and equipment acquired with Grant Funds may be subject to recapture and Grantee may be required to transfer all Grantee's right, title, and interest in such property and equipment to Grantor. Grantee shall provide for the security and safekeeping of all property and equipment obtained with Grant Funds (directly or by reimbursement of costs).
- (b) **Publications.** All written materials, including all reports, papers, published articles, promotional pieces, newsletters, press releases, and other printed materials referencing this project and its work shall credit Grantor's participation in the project by name as "Ohio Department of Development."
- (c) **Use of Name.** Neither party may use the name of the other in any form of advertising or promotion or

otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. All press statements and other publicity proposed to be given by one party mentioning the other or referring to this Agreement or any materials, ideas, or performance data developed under this Agreement shall be first reviewed by the other party before release. Such materials will be provided, reviews performed, and comments made in a timely manner.

- (d) **Technical Forums.** For all projects, Grantee agrees to make presentations in various technical forums sponsored by the Grantor or similar entities, such as federal agencies or credible conference organizers. For those larger projects involving construction of a significant apparatus, Grantee and Grantor shall conduct a technology transfer open house to help promote the awareness and adoption of the technology, unless it is mutually determined that such an open house will not meet the intended goal.

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

- (a) **General.** Grantee shall comply with all applicable laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws, and regulations, and all permit requirements applicable to the Project.
- (b) **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (c) **Conflict of Interest.** No personnel of Grantee, contractor of Grantee, or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, their participation in any such action would not be contrary to the public interest.
- (d) **No Contingency Fees.** Grantee represents and warrants to Grantor that Grantee has not employed or retained any person or entity to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. If such representation proves to be false, Grantor shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Grant Funds or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available for the breach.
- (e) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe:

(1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

- (f) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no knowingly false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency, or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).
  
- (g) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall incorporate the requirements of this paragraph in all of its contracts for any work to be performed as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee shall require all of its contractors to incorporate such requirements in all subcontracts for such work. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision. Grantee will, in all solicitations or advertisements for employment positions, expressly indicate that applications placed for consideration of employment will be reviewed without regard to the race, religion, color, sex, national origin, disability, age, military status, or ancestry of the applicant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any program or activity funded in whole or in part with the Grant Funds.
  
- (h) **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.
  
- (i) **Lobbying Restriction.** Grantee shall not expend any Grant Funds, directly or indirectly, to influence congressional action on any legislation or appropriation matters before Congress other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## 11. **Termination.**

- (a) **Reasons for Termination.** Grantor may withhold payment under this Agreement or terminate this Agreement in whole or in part under any of the following circumstances: (i) Grantee fails to comply with the terms and conditions of this Agreement, including any Program rules and requirements incorporated into this Agreement; (ii) Grantor determines that Grantee cannot or will not take the necessary action to bring Grantee into compliance with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time allowed by this Agreement or otherwise approved by Grantor; (iii) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under this Agreement; or (iv) Grantee fails to comply with any reporting requirements including, but not limited to, submission of reports provision of this Agreement.
  
- (b) **Procedure.** If Grantor has a basis to terminate the Agreement or to withhold Grant Funds as provided in

paragraph (a) of this Section 11, Grantor shall notify Grantee in writing (the “**Notice**”) sent by certified mail or commercial delivery. The Notice shall state in reasonable detail the basis for the action and sections of the statutes, rules, regulations, or contractual obligations that Grantee is charged with violating.

(c) **Effect of Early Termination.** Within 60 days after early termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. In addition, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor. Grantee shall have the right to use of the data for Grantee’s own internal, non-commercial educational, training or research purposes. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor, on behalf of the State of Ohio. In no event shall Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement. Grantee shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement. Grantee shall incur no new obligations after the date of receipt of the Notice, and shall cancel as many outstanding obligations as possible. Notwithstanding any of the provisions of this Section 11, Grantee shall not be relieved of its responsibility for damages sustained by Grantor by virtue of any breach of contract by Grantee, and Grantor may withhold any reimbursement to Grantee for the purpose of set-off until such time as the exact amount of damages due Grantor from Grantee is agreed upon or otherwise determined.

(d) **Termination Requested by Grantee.** Notwithstanding any of the provisions of this Section 11, if Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied by Grantor, Grantee may request to terminate this Agreement by giving reasonable written notice to Grantor, indicating the effective date of termination, the reasons for requesting the termination, and an appropriate budget revision. In such event, Grantor shall terminate the Agreement only if both parties agree to the termination and to the conditions under which it shall occur.

12. **Indemnification.** To the extent permitted by Ohio law, including but not limited to the Ohio Constitution, Ohio Revised Code Chapter 2743 et seq. and Ohio Revised Code Section 3345.40, each party shall be responsible for its own acts and omissions and those of its employees, staff, and/or agents. Neither party shall be responsible for the acts and/or omissions of the other party's employees, staff, and/or agents. Nothing in this Agreement shall transfer responsibilities of the acts and/or omissions of one party to the other party.

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

14. **Property Ownership.** All items purchased by Grantee are and will remain the property of Grantee, except in the event that Grantee does not faithfully perform all the terms and conditions of this Agreement. In the event Grantee does not faithfully perform all the terms and conditions of this Agreement, Grantee will reimburse Grantor a sum of money in the same proportion as Grantor's actual Grant Funds in the project, computed on the value of the items kept by Grantee, or, if such items are disposed of, the sum of money due to Grantor shall be computed on the basis of revenues derived from the disposition of any items (such as but not limited to property and equipment) acquired after the Project Effective Date.

15. **Proportional Reduction.** Upon determination by Grantor that Grantee has failed to comply with the investment and Cost-Share requirements set forth in the Application, Grantor may proportionally reduce the amount of grant funds due Grantee and require a refund of the amount of Grant Funds which exceed the proportion attributable to the level of performance achieved.

16. **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

If to Grantor:

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

If to Grantee:

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

17. **Miscellaneous.**

- (a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect, and performance.
- (b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

- (i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, record retention and inspection rights shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

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

**Grantee:**

City of Springdale

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Grantor:**

State of Ohio, Department of Development

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachments:**

- Exhibit I Scope of Work and Project Budget
- Exhibit II Financial Reports and Request for Payment
- Exhibit III Quarterly Progress Reporting Guidelines

**EXHIBIT I**

**SCOPE OF WORK AND PROJECT BUDGET**

Grantee's Ohio Advanced Energy Fund Grant application containing its scope of work and budget is located within Grantor's electronic application system (Salesforce).

**EXHIBIT I (cont.)**

**AEF Grant Budget Information**

Applicant Name: City of Springdale

Proposed

Project Date: 06/01/2024

To: 12/31/2025

**SUMMARY OF BUDGET:**

<b>Budget Categories</b>	<b>Portion Funded by Cost Share</b>	<b>Portion Funded by Grant</b>	<b>Total Project Line Item Expense</b>
Equipment/Installation (Phase 3)	\$0	\$641,813	\$641,813
Total Budget Amount:	\$0	\$641,813	\$641,813

**EXHIBIT II**  
**FINANCIAL REPORTS AND REQUEST FOR PAYMENT**

1. Grantee shall provide the required information along with the Financial Reimbursement Request Form available in Salesforce by the 10<sup>th</sup> of each month following the end of each calendar quarter. If the 10<sup>th</sup> falls on a weekend or holiday, the request is due the following Monday.
2. Financial reports for each month of the Term are to be submitted electronically using the Grantor's online system whether or not costs are incurred. Upon review and approval by Grantor, reimbursement payments will be transmitted to Grantee within three to four weeks from the date of receipt by Grantor of Grantee's financial report.
3. Financial reports are to reflect and be in accordance with the accounting records (books, journals, ledgers, etc.) of Grantee.
4. A final financial report of expenditures for the Term is to be received by Grantor no later than 20 business days after the Term ends. The report should be Submitted electronically using the Grantor's online system.
5. Upon completion of the Term, the remaining balance of Grant Funds, if any, is to be remitted along with a copy of the final financial report. Make the check payable to the Treasurer of the State of Ohio and submit it to the Office of Budget and Finance, Ohio Department of Development, P.O. Box 16565, Columbus, Ohio 43216.
6. For Grantees not subject to the provisions of 2 CFR 200, Subpart F, a financial statement audit must be conducted on an annual basis. It must be completed by an independent certified public accountant or firm in accordance with generally accepted government auditing standards (GAGAS). A copy of the audit report must be submitted within nine months following the end of the grantee's fiscal year or within 30 days following the release of the audit report, whichever occurs first. The report may be electronically sent to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mailed to:

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

**Request for Payment**

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

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

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

**GRANTEE CERTIFICATION:**

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

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

**PLEASE RETURN TO:**

**Signature:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

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

**FOR STATE USE ONLY**

**FISCAL APPROVAL**

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

**MONITOR APPROVAL**

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

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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



## EXHIBIT III

### QUARTERLY PROGRESS REPORTING GUIDELINES

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

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

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

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

**Significant Accomplishments:** Report the following information, as applicable:

For Deploying Renewable Energy in Ohio Program Activity:

- Number of systems installed (Solar electric)
- Size of systems installed (Solar electric)
- Number of systems installed (Wind energy)
- Size of system installed (Wind energy)
- Number of systems installed (Solar thermal)
- Capacity of systems installed (Solar thermal)

For Making Building Energy Efficiency Work Program Activity:

- Number of buildings retrofitted
- Square footage retrofitted

For Banking on New Energy Financing Program Activity:

- Number of loans made
- Value of loans made

For Targeting Industry Efficiency Program Activity:

- Reduction in natural gas consumption
- Reduction in electricity consumption

For all Program Activities:

- Awards received
- Total outlays
- Recognition received
- Measurable economic impact
- New funds received in support this Project or objectives achieved significantly under budget

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

**SAMPLE PROGRESS CHART**

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

**ORDINANCE NO. 30-2024**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH OFFICE FURNITURE SOURCE FOR THE PURCHASE OF WORKSTATIONS AND ACCESSORIES FOR THE TAX DEPARTMENT AND DECLARING AN EMERGENCY**

WHEREAS, the State of Ohio has advertised and received bids for the purchase of workstations and accessories; and

WHEREAS, Office Furniture Source was determined to be the best bidder through the State of Ohio’s purchasing consortium with a price of \$74,695.52 for the purchase of workstations and accessories.

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

Section 1. That the City of Springdale accepts the State’s specifications and agrees that Office Furniture Source is the best bidder for the purchase of the workstations and accessories.

Section 2. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Office Furniture Source for the purchase of workstations and accessories for use by the City of Springdale Tax Department (the “Agreement”).

Section 3. That the Finance Officer is hereby authorized to pay Office Furniture Source a sum not to exceed \$74,695.52 for said workstations and accessories consistent with 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.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the contract prior to the expiration of the bid price.

Passed this 19<sup>th</sup> day of June, 2024.

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

Attest:

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

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date