

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Minutes – April 2, 2025
6. Proclamation – Arbor Day (Mayor Hawkins)
7. Presentation – District 28 Representative Karen Brownlee
8. Committee and Official Reports

A. Civil Service Commission	Mr. Coleman – Mrs. Darby – Mrs. McNear
B. Rules and Laws	Mr. Jacobs – Mr. Vanover
C. Finance Committee	Mr. Vanover – Mrs. Webster
D. Planning Commission	Mrs. Sullivan-Wisecup – Ms. McFarland
E. Board of Zoning Appeals	Mr. Gleaves – Mr. Jacobs
F. Board of Health	Ms. McFarland
G. Capital Improvements	Mrs. Sullivan-Wisecup
H. O-K-I	Mr. Anderson
I. Mayor’s Report	Mayor Hawkins
J. Administrator’s Report	Mr. Uhl – Ms. Morgan
K. Law Director’s Report	Mr. Braun
L. Engineer’s Report	Mr. Riggs
M. Rental Program Committee	Mr. Vanover
N. Urban Farming Special Committee	Ms. McFarland
9. Communications
10. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
11. Ordinances and Resolutions

Ordinance No. 10-2025 (First Reading & Public Hearing)

AN ORDINANCE AMENDING SECTION 153.252(F)(6)(a)(i) OF THE SPRINGDALE CODE OF ORDINANCES REGULATING THE PERMITTED NUMBER OF DOMESTICATED PETS

Ordinance No. 17-2025 (Second Reading)

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

Ordinance No. 18-2025 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION RELATED TO THE INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

Resolution No. R10-2025

A RESOLUTION APPOINTING _____ TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE CIVIL SERVICE COMMISSION EFFECTIVE MAY 1, 2025 FOR THE UNEXPIRED TERM ENDING DECEMBER 31, 2025

12. Old Business
13. New Business
14. Meetings and Announcements
15. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
16. Recap of Legislative Items
17. Legislation in Development
18. Adjournment

City of Springdale Council

April 2, 2025

President of Council Anderson called Council to order on April 2, 2025.

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

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

The minutes of the March 19, 2025, meeting were considered. Mr. Vanover made a motion to accept the minutes; Mr. Gleaves seconded. The minutes were approved with five affirmative votes and two abstentions (McFarland, Sullivan-Wisecup).

Proclamation – Public Health Week

Mayor Hawkins: It's always a wonderful thing to be able to celebrate our Health Department and our Health Commissioner, Matt Clayton, who is present.

Mayor Hawkins then read the proclamation and presented it to Matt Clayton.

Mr. Clayton: Mayor Hawkins, thank you for the kind words. Those were a lot of "whereas" (laughter). Part of the theme for National Public Health Week 2025 is "Your Health is our Mission". And, at the City of Springdale Health Department, this is a concept that we live in, and we believe it. We seek to promote health for every member of the Community. We realize that this is privilege. And, we only have this privilege because we have support from the Community, the Elected Officials, from our Mayor, and from City Administration. And, also from partnering agencies; Springdale Fire, Springdale Police, the staff of the Springdale Community Center, and countless more. Recently, we implemented the eClinicalWorks database system, and that resulted in a tremendous increase in efficiency for our clinical partners. Small investment in efficiency will result in a great increase in our ability to serve the Community. Not only at our vaccination clinics where we're literally able to serve more than twice as many people as we were serving before, but also when we're visiting homebound residents. This could not have happened if we didn't have the support of our leadership. And I'm also proud that the City of Springdale Health Department has developed a positive relationship with local colleges and universities, and, really over the last few years, we've emerged as a respected source of workforce development for the local public health region. This is great work, but again, it doesn't happen in a vacuum. We're only able to do this because we have your support and your partnership. So, I'd like to thank our Mayor, our City Council, and our City Administration for your partnership and your support as we continue to promote health in the City of Springdale. Thank you so much. (applause)

City of Springdale Council

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Presentation – Duke Energy Community Relations Liaison, Chris Harding

President Anderson: We have a presentation from the Duke Energy Community Relations Liaison, Chris Harding if you want to come forward. I believe the man of honor is also our Mayor.

Mr. Harding: Mayor, and members of Council, and members of the Administration, I first off want to introduce myself to those of you I haven't met yet, my name is Christopher Harding. I'm on the Community Relations Team at Duke Energy. I am your representative to the company, and I'm delighted to be here on behalf of the Foundation to present a check for \$7,500 to support the Mill Creek Connector study. I will say, just as a quick anecdote, I previously came from Hamilton County. I worked for Commissioner Denise Driehaus, and I know this was a huge priority for her to help finance the trail, and the studies that have occurred since, so, for me this feels full circle. And I'm very excited to support what I hope would be not only lifestyle improvements for City residents, but also providing access to the multitude of trails that we have in our region. I think it's great also, in terms of providing multi-modal modes of transportation for folks; whether that's getting to jobs or the grocery store or what have you. So, again, I'm delighted to be here. Thank you for the opportunity, and it's wonderful to meet you all. Thank you.

Mayor Hawkins: Before you do the check presentation, I want you to know we have meetings on the first and third Wednesday of the month. Anytime you want to bring a check to us, we would love for you to come.

Mr. Harding: I will keep that in mind sir.

Mr. Harding presented the check to Mayor Hawkins. (applause)

President Anderson: Again, thank you Mr. Harding for coming out and seeing us. I do remember you from past years with Ms. Driehaus. I was trying to place the face and the name, but thank you for bringing full circle, and, anytime you want to bring checks, we can find the time on the agenda for you.

Mr. Harding: I do want to acknowledge Matt Martin, my colleague on our Corporate Communications team, who is here in support as well. Thank you so much for your time.

President Anderson: Thank you.

Communications

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None

City of Springdale Council

April 2, 2025

Communications from the Audience

Mr. Williams: Good evening. My name is Todd Williams. I own a business at 11325 Springfield Pike; it's a dental practice in the Springwood Professional condominiums. I've been a business owner in Springdale for 26 years. I'm here because of the zoning infractions at 11285 Springfield Pike. It's the old Maple Knoll professional building. It's empty and vacant now. Maple Knoll is having a company, based in Monfort Heights, 20 miles away, to use that facility as a mulch distribution facility. So, what it entails is everyday for the past six weeks, we have to endure the smell of a large pile of mulch. On Monday it ranged probably 20 feet wide, ten feet tall and 40 feet long. We have to hear heavy equipment come in, so, it rattles our building. We have the constant beeping of the equipment in reverse, but, worst of all, is when these double long dump trucks come in, and have to get that last bit of mulch out, they have to thump the bed. My office is 50 feet from this, and, so, I'm a dentist. I know you guys love going to the dentist, but, people, you know, when you're working on them, and the building is shaking as you're working on them, that's unsustainable. We've had many patients complain, many patients "Can we just reschedule?" So, then there's a tangible financial loss to my practice for doing this. Now, there's also eight other dental and medical facilities in that complex that have to endure this. The company that's doing this is, again, based in Monfort Heights, so why am I here? Well, a year ago, it was starting to get bad. And, so, Ron Volmer, our condo association manager, he contacted Rich and Dan at the Building Department, but never heard back from them, so, he went to the company, Upscale Landscaping, and talked to a guy there. And, they said, "Oh, don't worry about it, we're about done, this is our last year here. Maple Knoll is tearing down that building. You won't have to deal with us again." Well towards the end of the year, the salt came. They have a concrete revetment; a storage area for the mulch and salt. Well, that's curious, but maybe it's just until the end of the year. Well, for the past six weeks we've had to endure this smell and sound. And it's getting a little old. So, it got particularly bad on March 19th, a Wednesday, at lunch, I couldn't take anymore, so I came up to the Building Department and the lady took my name, number, all my details. She said, "Oh, there's an inspector out in the field; he'll take a look at it and give you a call. I never heard anything back. So, next day I went online and did the portal to complain about a property. Never heard anything back from that. They had all my contact information. So, on March 21st, I contacted the Chairman of the Board of Zoning Appeals and told Tom Hall about this and so he went and checked it out and he called me back and he said he concurred with my opinion of this thing, and to call Melissa Hays and she's the Chief Building Official and she'll help you out. I never heard back from her either. So, I'm here tonight to see if I can get City Council to look into this, and to compel the Building Department to enforce the Zoning Code. That building is zoned for office. There is no way you can say that running a landscaping business; a mulch distribution center from there is office. They are not doing just Maple Knoll. They did do Maple Knoll, but they're doing facilities three miles away. This Monfort Heights company is doing business all over northern Hamilton County, and it's getting to be a drain on my business, and therefore I'd appreciate anything you can do to look into this. It's a violation of the Zoning Code because it's not office use, and it's a nuisance. Thank you for letting me speak.

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Mr. Uhl: Just to address a couple of your issues. I do know the Building Department has been looking into this. I did have some conversations with our Chief Building Official regarding this property as well. Businesses are permitted to have mulch piles on their property for 30 days. I know it may be a little bit longer than that based on what you're saying, but, if you'd just make sure that you have your contact information there, I will make sure that Ms. Hays gets back with you tomorrow and can give you an update and a status. I do know they had some conversations with the contractors on site, and they did agree to turn off their backing alarm on their equipment so as not to interfere with some of your business. So, I think they are making a little bit of an effort to be a good neighbor, but we'll definitely look into it a little bit more to see how long they intend to be there to ensure that our regulations, as far as mulch piles, etc. are cleaned up or moved within the appropriate amount of time.

Mr. Harding: It's been six weeks, and this has been going on a couple of years now. I think if we had a mulch pile in ours for several months, I'd think there would be a problem. The beeping, yes, that's bad enough, but the sound of the trucks all day long going in and out and they're not just doing Springdale, they're doing other communities, and they're using Springdale to do this.

Mr. Uhl: I appreciate you sharing that information. Like I said, we'll make sure that Ms. Hays gets back in touch with you tomorrow to kind of give you an update and a status on where and what the inspectors have found on their trips out there. Thank you.

Mr. Harding: Thank you for letting me speak. Thank you.

Ordinances and Resolutions

Ordinance No. 15-2025

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. FOR THE 2025 ANNUAL STREET PROGRAM – CRACK SEAL AND CAPE SEAL PROJECT

Ms. Sullivan Wisecup made a motion to adopt Ordinance No. 15-2025; Mr. Vanover seconded.

Ordinance No. 15-2025 passes with seven affirmative votes.

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Ordinance No. 16-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT BETWEEN THE CITY OF SPRINGDALE, THE CITY OF FOREST PARK, AND THE CITY OF FAIRFIELD

Mr. Vanover made a motion to adopt Ordinance No. 16-2025; Ms. Sullivan-Wisecup seconded.

Mayor Hawkins: I just wanted to say thank you to obviously our staff which does an outstanding job, but also for the City of Fairfield and Forest Park, who have gone through a process with regard to this and came to an agreement before us. We were still doing some due diligence, and there were some things that we were asking to have adjusted, and they were willing to undo what they had already done to meet our needs, so, I just wanted to say I appreciate the City of Forest Park and Fairfield for that.

Ordinance No. 16-2025 passes with seven affirmative votes.

Ordinance No. 17-2025

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

President Anderson: Council, this was the first reading of Ordinance No. 17-2025. Are there any questions or discussion? Seeing none, we will see this again at our next meeting.

Resolution No. R09-2025

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO IMPOSE A FEE FOR POLICE DEPARTMENT VIDEO RECORDS

Ms. Sullivan-Wisecup made a motion to adopt Resolution No. R09-2025; Mr. Jacobs seconded.

Mr. Gleaves: Mr. Uhl, maybe you know this question, but how is this fee determined?

Mr. Uhl: I will defer to Mr. Braun. He has a little more background on this whole house bill.

Mr. Braun: The fee was set by the legislature. They passed this as part of an appropriation ordinance in December, and this is the maximum fee that you can charge; \$75 an hour up to a total fee of \$750. So, what it means is it's not going to be \$750 for every request, it breaks it down and says it's based on the actual amount of time for legal review, redaction, staff time, things like that. So, it's an "up to \$750" fee. Again, the legislature set it. We didn't choose that amount per hour.

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Mr. Gleaves: Thank you.

President Anderson: Just a follow up question on that. Is there a "carve-out" for, do you know, for somebody who's part of an instance of say somebody had a police report or police where they're named on it. Is there a carve out, or are they in the same boat as any other member of the public?

Mr. Braun: There is not. What I will indicate to you, and I have talked with our Police Department about this. If it's something as simple as a document, which obviously we don't charge for those when they request, but, if it's something very simple, I think we've decided that's like less than 15 minutes, they're not going to charge. So, again, there's not anything built in, but they're going to kind of look at each request to see what's involved.

President Anderson: Right, but this ordinance lets the City Administration set the fee schedule. The question is probably for Administration then is in that fee schedule will there be a carve out if somebody is named in the police incident and they're trying to get that video, or is there not that flexibility?

Mr. Braun: There is no official carve out, just so you know in the legislation.

Mayor Hawkins: The idea there would be a universal fee that would not exceed what the State legislature has already put in place. If someone had, and someone could ask for body worn footage for any number of things, but, from a practical standpoint, if somebody found themselves charged with something, they'd get it through discovery, anyway, so, they'd have that availability. If somebody was not charged and they just wanted to know what happened on a certain day with a certain officer interaction, they'd have to go through that process. The big thing with regard to this is it takes a lot of people hours when folks are going through, they're redacting things. There are times when you'll have an officer holding a piece of paper, or holding an I.D. They'll have to blur those things out. There may be things with regard to other individuals that may be minors and have to blur those things out. So, for a 15, 20, 30 minute video, we may have staff spending much more time than that going through to redact things and so this is something that will help recoup some of that time that's spent. But, if someone's charged, they'll be able to get it through discovery just like they could now without a cost.

President Anderson: Thank you for that clarification.

Resolution No. R09-2025 passes with seven affirmative votes.

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Old Business

Mr. Vanover: This may be not necessarily Old Business. This really is kind of a public service announcement. Several years back, the Ohio State legislature approved the right turn on red, and it has become second nature. Unfortunately, there are a lot of drivers that have forgotten the last two words, "after stop". And that is becoming a frequent occurrence. The other thing is with the warm weather, there are pedestrians out, and I witnessed today, luckily, thank God, my wife nearly got taken out by an automobile on Chesterdale, and the guy, when she had the walk, and the pedestrian has the right of way, and it was a close call. I did get to scream at her, but do make yourself aware, because in this case, it was an adult, but it could be a small child and that's a whole other thing. And, finally, part of a backlash or process with Heritage Hill over there, the frequency of people, I applaud them for carpooling, but they're parking in the traffic waiting lane, waiting for people to pick up people instead of using a driveway, or parking in a spot. During daylight hours it's not too bad, but, during dark, it's a real quandary. And, also, Amazon, Kroger we witnessed an Amazon driver today pull up, driver going the wrong direction at the end of a driveway so he could get out on the driver's side when there was space across the street, and I know they're quick usually, but, just be courteous to the rest of the motoring public out there, and please, please, please be cognizant of pedestrians as they approach the crosswalk.

President Anderson: Thanks for that. And I know safer streets is something that we will be talking about as a Council as we do more developments. So, it's something to keep in mind; those call outs and how to address that. Part of that safer street initiative is supposed to account for that. So, the way that we design our streets, change we talked about with the Thoroughfare Plan, so that's certainly suitable to talk about now.

New Business

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None

Meetings and Announcements

Ms. Sullivan-Wisecup: Next Tuesday, April 8th at 7:00 p.m. in these chambers, Planning Commission will meet.

Mr. Uhl: Just a quick announcement. This Saturday, the Community Center will be holding its Annual Shred Event and that will run from 9:30 a.m. until 12:30 p.m. I.D.'s are required and that will all take place in the parking lot and there will be some signs directing people on where to go to drop off their documents for shredding.

Ms. Morgan: The Civil Service Commission will meet April 3rd, at 2:00 p.m. adjacent to these chambers.

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Mayor Hawkins: Also, want folks to know the Rec Center is doing a Golden Egg Hunt everyday. It's already started, so, along our bike path, there's a golden egg. You find it, you bring it in. There's a number of different rewards and treats you get, and they'll put it back out there. Something for everyone to check out.

President Anderson: Just as a hint, the egg is about this big and it is very much golden inside. I have seen it. It does exist. It's real. It is large.

Mr. Gleaves: I hope that egg is heavy with all this wind coming tonight. The BZA meeting is scheduled for the 22nd of this month at 7:00 p.m. in these chambers.

Ms. McFarland: The Board of Health will meet Thursday, April 10th at 6:30 p.m. in these chambers.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I was addressed by Ordinance No. 15-2025; 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. for the 2025 Annual Street Program Crack Seal and Cape Seal Project. That received a second reading and seven affirmative votes. Item II was addressed by Ordinance No. 16-2025; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Mutual Aid Agreement for Law Enforcement Between the City of Springdale, the City of Forest Park and the City of Fairfield. That received a second reading and seven affirmative votes. Item III was addressed by Ordinance No. 17-2025; An Ordinance Declaring Certain City Property as Surplus Property and Authorizing the Sale, Disposal, or Transfer of Surplus Property. That received a first reading and will receive a second reading on the 16th. Item IV; A Resolution Authorizing the City Administrator to Impose a Fee for Police Department Video Records was addressed by Resolution No. R09-2025 receiving a first reading and was acted upon with seven affirmative votes.

Legislation in Development

Mr. Jacobs: Item V will be addressed at our upcoming meeting on April 16th, a first reading; An Ordinance Amending Section 153.252(F)(6)(a)(i) of the Springdale Code of Ordinances Regulating the Permitted Number of Domesticated Pets. Unless there's anything else forthcoming from Administration.

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Adjournment

President Anderson: With that, all we have left tonight is Item 16.

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 7:34 p.m.

Respectfully submitted,

Nicole Browder
Clerk of Council

Minutes Approved:
Jeffrey Anderson, President of Council

_____, 2025

ORDINANCE NO. 10-2025

**AN ORDINANCE AMENDING SECTION 153.252(F)(6)(a)(i)
OF THE SPRINGDALE CODE OF ORDINANCES REGULATING
THE PERMITTED NUMBER OF DOMESTICATED PETS**

WHEREAS, Section 153.252(F)(6)(a)(i) of the Springdale Code of Ordinances regulates the total number of household domesticated pets permitted; and

WHEREAS, Council seeks to revise the total number of permitted domesticated pets per household from 2 to 3 in the City; and

WHEREAS, Council held a public hearing regarding this amendment on _____, 2025 and Planning Commission has reviewed the matter and recommended approval.

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

Section 1. Section 153.252(F)(6)(a)(i) of the Springdale Code of Ordinances shall be amended as follows:

(F) Residential accessory use-specific regulations.

(6) Keeping of domesticated pets, domesticated farm animals, husbandry of fowl, rabbits, or bees, and domesticated household pet day care facilities.

a) Household domesticated pets shall be regulated as follows:

i) No more than three dogs, three cats or a combination of dogs and cats so as not to total more than three.

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

Section 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed this ___ day of _____, 2025.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

ORDINANCE NO. 17-2025

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

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

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

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

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

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

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

Passed this _____ day of _____, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

EXHIBIT A
ORDINANCE NO. 17-2025

Asset ID	Qty	Description
ADM-25-01	6	Wood/laminate Conference Tables (6' L x 3' W)
ADM-25-02	14	Light Blue Upholstered Rolling Chairs
ADM-25-03	1	Wood Accent Table (24" x 24")
ADM-25-04	1	Wood Credenza (70.5" L x 19" D)
ADM-25-05	1	Metal Art Sculpture on Wood Block (13.5" W x 30" H)
ADM-25-06	1	Gold Framed Art Painting (Purple, 58" L x 44" W)
ADM-25-100	14	Parchment Weave Fabric/Metal Rolling Chairs
ADM-25-101	1	Steelcase Conference Table (2 pieces, gray laminate top, 180" L)
ADM-25-102	8	Two-drawer Filing Cabinets w/keyed locks (24" L x 15"D x 27" H)
ADM-25-103	1	Coat Stand (chrome-like) 70" H
ADM-25-104	1	Three-drawer Filing Cabinet w/keyed lock (15" W x 24" D x 28" H)
ADM-25-105	1	Silver Framed Art Painting (White/Purple, 71" L x 37" H)
FD-25-01	1	5-Drawer Wood and Metal Desk, Beige (60" Lx 30" W x 29" H)
FD-25-02	1	Office Chair (Blue-purple print upholstered, black armrests)
FD-25-03	1	3-Drawer cabinet (Tan/Grey, 15.25"W x 28.5" H)
FD-25-04	1	Metal Desk w/Wood-like top (60" L x 30" W x 29" H)
FD-25-05	1	3-Piece Wood (Cherry-like color) and Grey Metal Desk/Hutch
FD-25-06	1	5-Drawer Wood Desk (71.5 L x 36" W x 29.25" H)
FD-25-07	1	Wood 4-Drawer w/Cabinet Credenza (70.5" L x 19" W x 28.75"H)
FD-25-08	1	5-Drawer Grey Metal Storage/Filing Cabinet (30"L x 18"W x 28"H)
FD-25-09	1	3-Tier Wire Storage Shelf (23" W x 13.25 W x 30.5" H)
HLTH-25-01	1	Sanyo Biomedical Refrigerator (White, SR-L6111W, S/N100100263)
PK-25-01	1	Crest Performance Sound System & (2) 12" Speakers (Model No. 07200496, S/N 51065299; S/N E055306 Speakers)
PW-25-1	60	Derry Crack Seal Material (30 lbs/box)
PW-25-2	1	2004 John Deere Push Lawn Mower 14PZ Lifted
PW-25-3	1	Toro Push Lawn Mower 6.5 Recycler (S/N 260027687)
PW-25-4	1	Toro Push Lawn Mower 6.5 Recycler (S/N 314125934)
PW-25-5	1	2002 Honda Generator EM2500X (S/N EZCN-1065553)
PW-25-6	1	2001 Tennant Scraping Machine RS/TLR (S/N 3501)
PW-25-7	1	2004 John Deere Push Lawn Mower 14PZ
PW-25-8	1	Ford 3 Point Flail Mower (Model 917)
PW-25-9	1	2001 Ford F-350 (VIN#1FTSF31S51ED04034)

EXHIBIT A
ORDINANCE NO. 17-2025

Asset ID	Qty	Description
PD-001	1	HP Prodesk Computer SN: MXL8291FPP
PD-002	1	HP Prodesk Computer SN: MXL8291FPV
PD-003	1	HP Prodesk Computer SN:MXL8291FQX
PD-004	1	HP Prodesk Computer SN:MXL9392PCL
PD-005	1	HP Prodesk Computer SN:MXL8291FCS
PD-006	1	HP Prodesk Computer SN:MXL8291FRJ
PD-007	1	HP Prodesk Computer SN:MXL91934NK
PD-008	1	HP Prodesk Computer SN: MXL8291FVC
PD-009	1	HP Prodesk Computer SN: MXL91934M5
PD-010	1	HP Prodesk Computer SN: MXL8291FV9
PD-011	1	HP Prodesk Computer SN: MXL91934MK
PD-012	1	HP Prodesk Computer SN: MXL91934MV
PD-013	1	HP Prodesk Computer SN: MXL91934MG
PD-014	1	Dell Opti Plex 5070 SN: 6GX62A00
PD-015	1	Acer Monitor SN: MMT51AA00291407D9C8514
PD-016	1	Dell Monitor SN: CN-054RRN-FCC00-443-AJ0X-A03
PD-017	1	HP Monitor SN: 3CM2371S97
PD-018	1	Soligor Camera Lense SPD#00679
PD-019	1	Canon Camera and Accessories SN:5349012
PD-020	1	Kodak Slide Projector SPD# 00699 SN: 2707427
PD-021	1	Apollo Overhead Projector SN: 99050072
PD-022	1	Bell & Howell RingmasterII SPD#00697 SN: 3264011
PD-023	1	Toshiba Laptop SN: 7C152307R
PD-024	1	Bogen SBA 225 Model MCP 35A Intercom SN: 1402CET1084
PD-025	1	Box of 3000 Face Masks
PD-026	1	Lot of Alien Gear Rapid Force S&W M&P 4.25 " Holsters 4-Left 33 - Right
PD-027	1	Safariland S&M 5" Barrel Holster - High Gloss
PD-028	1	Lot Uncle Mike's Soft Case Rifle Bag - 6
PD-029	1	Red Head Soft Case Rifle Bag
PD-030	1	Sony VAIO Laptop - Model PCG-61611L with Bag SN: 27528539 3007417
PD-031	1	HP ProDesk SN: MXL91934N8
PD-032	8	Lot of 8 Motorola XTS 5000 Radios SN: 721CFE0858, 721CFE0860, 721CJB2551 721CDQ0730, 721CDQ0585, 721CDQ0580, 721CDQ0578, 721CFE0859
PD-033	1	Tint Meter Model 100 SN: 2058400
PD-034	1	Tint Meter Model 100 SN: None
PD-035	1	Nikon Pulse Laser Station NPL-352 SN: 33730
PD-036	1	Seco Surveying Equipment 30 mm Offset
PD-037	1	Trimble Nomad
PD-038	8	Lot 8 Motorola XTS 5000 Radios SN: 721CGD0740, 721CDQ0726, 721CDQ0575 721CDQ0721, 721CDQ0592, 721CDJ1625, 721CDQ1758, 721CDQ2108 3TB3S2PX1123370 / Bc3001tx12131289

EXHIBIT A
ORDINANCE NO. 17-2025

Asset ID	Qty	Description
PD-039	1	Trimble Spare Battery with Charging Kit SN: 3TB3S2PX1123380/Bc3001TX12131289
PD-040	1	File Cabinet - Grey H-4' 4.25" W 2'4.5"
PD-041	1	File Cabinet - Grey H-4' 4.25" W 2'4.5" no keys (Re-Purposed in Police Department)
PD-042	1	File Cabinet - Grey H-4'4" W- 2'1.125" with keys
PD-043	1	File Cabinet - Grey H-4'4" W- 2'1.125" with keys
PD-044	2	Surveying Tripod x 2
PD-045	1	SoCal Collision Prism Pole 5700-10-L
PD-046	1	Ford Explorer Cage and Guns Mounts with Mounting Accessories
PD-047	1	Trunk Storage Drawer (no keys)
PD-048	8	Lot 8 Motorola XTS 5000 radios SN: 721CDQ1231, 721CDQ1226, 721CDQ1230 721CDQ1227, 721CDQ0727, 721CDQ0722, 721CDW0066, 721CDQ0582 721CDJ1626, 721CDQ1225, 721CDQ1233
PD-049	8	Lot 8 Motorola XTS 5000 radios SN: 721CDQ1224, 721CEN0487, 721CDJ1628 721CDJ1624, 721CDJ1623

ORDINANCE NO. 18-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION RELATED TO THE INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

WHEREAS, the City of Springdale (the “City”) seeks to enter into an agreement with the State of Ohio Department of Transportation (“ODOT”) related to the installation of electric vehicle charging infrastructure in the City of Springdale at various municipal locations (the “Project”); and

WHEREAS, the Project will be funded primarily from federal and local funds and administered by ODOT.

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

Section 1. The City of Springdale City Council hereby authorizes the Mayor and City Administrator to enter into an LPA Federal Local-Let Project Agreement with the State of Ohio related to the installation of electric vehicle charging infrastructure (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.

Passed this _____ day of _____, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

**EXHIBIT A
ORDINANCE 18-2025**

HAM SPRINGDALE EV CHARGE FY26
COUNTY-ROUTE-SECTION

122808
PID NUMBER

42438
AGREEMENT NUMBER

123807679
SAM UNIQUE ENTITY ID

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **City of Springdale, 11700 Springfield Pike, Cincinnati, OH 45246** (LPA).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 **The Installation of electric vehicle charging infrastructure in the City of Springdale at various municipal locations** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **\$480,325.00** as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of **\$480,325** with 80% in **Federal OKI CR (SAC 4CD7/KI08) funds**, and **20** % local match paid by ODOT in the form of **Federal Toll Revenue Credits (LNTP/TRC)**. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100%Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for

ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the “Authorization to Advertise” notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT’s LPA Bid Template in its entirety in project bid documents. The template includes–Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers’ Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30%of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100%locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at

<https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with

pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Mr. Andy Kuchta, Economic Development Director
City of Springdale
11700 Springfield Pike
Cincinnati, OH 45246

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any

deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or 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 STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders

and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT 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 this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA 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 expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Andy Kuchta, Economic Development Director	Doug Gruver, P.E., D8 Deputy Director
City of Springdale	ODOT District 8
11700 Springfield Pike	505 S SR 741
Cincinnati, OH 45246	Lebanon, OH 45036
AKuchta@springdaleohio.gov	Doug.Gruver@DOT.Ohio.Gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



3. Direct labor, plus fringe benefits costs calculated using the LPA’s ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA’s ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA’s ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA’s time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA’s direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA’s direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." 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 shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Springdale	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Lawrence C. Hawkins, III Mayor	Pamela Boratyn Director
Date:	Date:

LPA: City of Springdale
By:
Brian C. Uhl City Administrator
Date:

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT	\$0	N/A	N/A	\$0	N/A	N/A	\$0	N/A	N/A	\$0.00
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$0	N/A	N/A	\$0	N/A	N/A	\$0	N/A	N/A	\$0.00
RIGHT OF WAY	\$0	N/A	N/A	\$0	N/A	N/A	\$0	N/A	N/A	\$0.00
PROJECT CONSTRUCTION COSTS (4CD7/KI08 – TRC)	\$87,331.82	20	TRC	\$349,327.27	80	4CD7/KI08	\$0	0	N/A	\$436,659.09
PROJECT CONSTRUCTION COSTS (LNTP)	\$0	100	LNTP	\$0	0	N/A	\$0	0	N/A	\$0.00
CONSTRUCTION ENGINEERING (4CD7/KI08 – TRC)	\$8,733.18	20	TRC	\$34,932.73	80	4CD7/KI08	\$0	0	N/A	\$43,665.91
CONSTRUCTION ENGINEERING (LNTP)	\$0	100	LNTP	\$0	0	N/A	\$0	0	N/A	\$0.00
TOTALS	\$96,065.00			\$384,260.00			\$0			<u>\$480,325.00</u>

RESOLUTION NO. R10-2025

**A RESOLUTION APPOINTING _____ TO SERVE
AS A MEMBER OF THE CITY OF SPRINGDALE CIVIL SERVICE
COMMISSION EFFECTIVE MAY 1, 2025 FOR THE UNEXPIRED
TERM ENDING DECEMBER 31, 2025**

WHEREAS, a vacancy will occur on the City of Springdale Civil Service Commission as a result of the retirement of a current member whose term ends December 31, 2025; and

WHEREAS, the Council of the City of Springdale, Ohio, has determined that _____ shall be appointed to fill the vacancy and serve as a member of the City of Springdale Civil Service Commission effective May 1, 2025 for the remainder of the unexpired term ending December 31, 2025.

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

Section 1. That _____ be and is hereby appointed to serve as a member of the City of Springdale Civil Service Commission effective May 1, 2025 for the remainder of the unexpired term ending December 31, 2025.

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 Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this _____ day of _____, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date