

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Roll Call
4. Minutes – April 16, 2025
5. Proclamations – Police Week
Building Safety Month
6. Communications
7. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
8. Ordinances and Resolutions

Ordinance No. 10-2025 (Second Reading)

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. 18-2025 (Second 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

Ordinance No. 19-2025 (First Reading)

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO REZONE THE PROPERTY LOCATED AT 1171 EAST KEMPER ROAD FROM OFFICE BUSINESS (OB) TO PUBLIC FACILITY (PF)

Ordinance No. 20-2025 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A WRITTEN AMENDMENT TO THE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE OPERATION, CONTROL, AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT IN THE CITY OF SPRINGDALE

Ordinance No. 21-2025 (First Reading)

AN ORDINANCE ENACTING AND ADOPTING THE 2025 S-28 SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, OHIO

Resolution No. R11-2025

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE'S PARTICIPATION IN THE OHIO ASSOCIATION OF PUBLIC TREASURERS 2026 WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM

9. Old Business
Application Process for Council-Appointed Committee Vacancies
10. New Business
11. Meetings and Announcements

12. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
13. Recap of Legislative Items
14. Legislation in Development
15. Adjournment

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President of Council Anderson called Council to order on April 16, 2025.

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

Mr. Vanover provided the Invocation.

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

The minutes of the April 2, 2025, meeting were considered. Mr. Vanover made a motion to accept the minutes; Mr. Gleaves seconded. The minutes were approved with seven affirmative votes.

Proclamation – Arbor Day

Mayor Hawkins presented Chris Miller of Public Works with a proclamation for Arbor Day which will be recognized on April 25, 2025.

Ms. Brownlee: Good evening, Springdale City Council and everybody who goes with it. All you guys who work so hard with it. I don't need to tell anyone here how important local government is. If you didn't agree, you wouldn't be in this room. Engaged citizens and accountable elected officials are how we ensure that government is of the people, by the people, and for the people. And while a lot of news and a lot of our attention is on national government right now, local politics matters. As your State House Representative for District 28, I am proud to represent your needs. I love your engagement here. In fact, I even have a t-shirt from your event, and I love hearing your perspectives. Prior to the State House, I was a social worker, so I know how strong we are when we work together to support one another. My social work career was in community mental health, where I worked as a therapist to support the health and safety of our most precious resource, our children. Since children often do not have the agency to make changes for better health, it was imperative that I also worked with their families, school systems, and the wider community around them to make the change needed for better outcomes for their mental health. Within my clinical therapy work, I gained the skills needed to have courageous and often difficult conversations to create collaboration between factions who disagree, and to truly listen and act in the interest of my young clients. These are some of the same skills I bring to the State House in the interest of our district. As you already know, I am a Democrat and I'm working in a house that holds a two thirds super majority of Republican State Representatives. With that, I'm working across the aisle to make sure that people in districts like this one have safe neighborhoods, quality schools, and economic growth. My bipartisan focus is not out of necessity, but because it is the right thing to do for democracy. Our district is a very diverse one, and my goal is to include not alienate. This focus on inclusion and diverse representation is one of the many things that my family and I love about the

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Ms. Brownlee (continued): Hamilton County suburbs, and this district that I like to call "The Great 28". But, while working across the aisle and representing the whole community is important to me, you can also count on me to stand up and advocate when it's required. And it is required now. I am deeply concerned about the current push at the State level to consolidate financial power at the State level and take away local control. The current budget at the operating budget presents a very challenging climate for school budgets, healthcare access, and public safety, and it even reduces funding for food assistance for seniors, families, and children during a time when the need is increasing. The change from evidence-based funding formulas to unvetted line-item funding for schools and public libraries in the current house budget does not create simplicity for local government. Instead, it creates an uncertain economic climate where it is very difficult to plan for future expenditures where you might be penalized for being fiscally responsible, and, in many cases, will leave local governments holding the bag to cover a larger portion of the costs. Your representation matters. It matters here in Springdale, and it matters in the State House. My greatest hope is that we work together in commitment to the future of Springdale and the entire great 28. Many of you have served for a long time, and I honor and humbly request your guidance and support on what matters most to Springdale, and how I can positively impact those issues. I also offer my own guidance and support back to you. If I've learned one thing at the State House, it's that politics and policies are sometimes very complex. If that's the case, I invite you to call me or call my office so we can help you understand and advocate for your needs. Your engagement is what makes District 28 so great. Great for families, great for kids, and great for employers. I'm proud to represent you, and I'd be happy to take any questions you might have.

President Anderson: Thank you for that. Are there questions?

Mayor Hawkins: First off, thank you for coming out and seeing us tonight. We appreciate it. And you're clearly the best-dressed person who is in this room tonight. We appreciate you. And you touched on a few things that are concerned at this level. I'll give you three things, and you do not have to answer them today, but you get back with us and let us know. I don't like to put anybody on the spot, and I understand how that can go. But the first one is the legislation that was passed with regard to the marijuana legislation and the talk of changing that to take money away from local governments is very concerning. There are a number of municipalities like ours, that is one of the primary things I'm not going to speak for everybody, but one of the primary reasons for that being passed through legislation and being supported and pushed through was the fact that the municipality was going to get back money for that. And the talk of that potentially changing is very disconcerting. That process too, just from the Administrative side of watching folks jockeying for position to get in dispensaries seems pretty messy as well. So, any insight with regard to positioning and protecting municipalities like Springdale that have gone out on a limb to support and pass legislation with regard to dispensaries is helpful. The second issue, and the third issue, really come back to funding and so the one is the local government fund.

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Mayor Hawkins (continued): The Rainy-Day fund has been filled up I think probably since back with Governor Kasich, and the legislature has sat there and held that money. The other part is school funding. Being part of the Princeton district, we have a levy coming up the first week in May that, if it does not pass, will have a devastating impact with regard to our school system; possibly closing a school or two and we're already full, and, so, that's going to cause some more issues. So, know that there's millions of dollars that are sitting there that the State Legislature controls, we'd like to know what plans there may be that you have in terms of trying to get that redirected. I know you're one person; you can't control the whole house, or the senate, but trying to get those dollars back to the local government and to our school system, I know that's a complicated issue too with I think 615 different school districts. But it's a really critical thing. We haven't had local government funds probably since 2009 or so, and so that's something that really would help us dramatically.

Ms. Brownlee: Yes, and in speaking to the Administration, I don't know much about it, I can say. I don't know what that is, so, if you would let me know what the concerns are in terms of that management, it would be very helpful to me to dig into that and figure out. In terms of the promise, the promise was the communities that allowed this investment to occur would be getting that excise tax in full, and, you know, when you look at it from a holistic standpoint, the money may not be huge for each community, but it is huge to that community. It's a huge portion of the, or it can be a huge portion of the operating budget. So, we really need to hear your voices, hear the community voices on that, and don't be afraid to. The operating budget is now in the Senate, so, don't be afraid to call senators. I, of course, always want you to call me and let me know what's going on, what you're thinking so that we can better advocate because it's not fair. The promise was that you guys would get the excise tax. Now you get 20% of it for five years. And, you know, the time limitation on that really bothers me because we ask you guys to forecast out. We should allow you to do that. Back to the other funding, the schools. The Fair School Funding formula is bi-partisan. It was developed over years in the fairest way possible. It was enacted, and it's been running now for four years. The fact that that's being changed to line-item funding is very concerning. The carryover situation is deeply concerning, and, asking schools again to forecast out five years when we can change it every two years on them, doesn't seem functional or practical to me. So, keep the letters coming. I mean, we really need to hear from voters from you guys what is going on. I'm not afraid to get your phone calls. We'll call you back.

Mr. Gleaves: Thank you Ms. Brownlee for coming out. I think you're doing a fantastic job. There's a long list of things that's been cut. What is being funded?

Ms. Brownlee: So, one of the biggest things that's being funded, because, you know, making a budget is always "choices", right? What do we give money to. Where do we invest? I, of course, believe in investing in Ohioans and in our kids especially. They're our future. And, being from Hamilton County, this is so challenging to say, but we are financing the Cleveland Browns new stadium for \$600 million dollars. I know

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Ms. Brownlee (continued): the approach is always when you finance something that they're going to pay it back, and you hope that works, but that has to work in a certain scenario, and scenarios change, so, it puts us in a really awkward position, especially with you know, Paul Brown. You know, their lease is up. The Bengals lease is up in two years. And it's an interesting one. Back kind of to the rainy-day fund. I don't know what plans there are. It seems like everybody just doesn't want to touch it. I wish I had a better answer for you guys. Sorry.

Mr. Vanover: Well, I have, as Mayor Hawkins alluded to, well, I say "I", we have weathered several attacks from Columbus on our home rule, and my philosophy is we are home rule for a reason; get out of our life and leave us alone. They had five years ago, six years ago they got the notion that well, you'll send your income tax to us, and then we'll send it back. Well, I know how that funnel works, and the one end that we're feeding into is bigger than the end that's coming back. Columbus, you know, they have the rule if there are townships or municipalities that can't do that, then fine. But, when we've got the system in place and have had it for years, and it's working, then the old philosophy, "If it ain't broke, don't fix it". Leave us alone. We have ruled our kingdom, if you want to call it, on our own, and it was our founders that thought far enough ahead that that's the way they set it up. And Columbus should be an aid, not a master. So, you can take that message back wholeheartedly. Support, but you're not leading.

Ms. Brownlee: Well said. I agree. There is legislation that comes by and where people are pushing to take away home rule, and I'm advocating. You know, maybe there's an instance where I will change my mind for a specific reason, but so far, I'm advocating against that. You guys are doing your job, and I want to support that.

Mr. Gleaves: One more question. It was mentioned by our Mayor about our levy. It's extremely important. Raise your hand if you went to Princeton High School up here. That says something. It's extremely strong. We've got so much pride in this area. When I was a child, we didn't want for anything, but I remember the lottery came along and my parents and all their friends were like, "Wow, the lottery is here. They're going to take care of the schools". I don't even know what's going on with the lottery anymore. Schools need to be funded. What goes up for us, goes up for them. I'm not telling anybody how to vote, but there's a lot of municipalities asking and building places for people to move in, just like Springdale. We have a new apartment complex that's just now being built. There's going to be some children that are going to move in there, and I don't want those new children to merge with the children that have been at Springdale to not move forward. I don't want them to come here and have to move back. And that's what the State House needs to think about. All these people are moving, and they deserve to have the same quality education that they're getting right now. Thank you.

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Ms. Brownlee: I agree wholeheartedly. We really need to fund the schools equitably across the board, so everybody has a chance, and that pushes economic growth across the board. Just from a local level, if this levy doesn't pass and cuts are made, of course the people that are going to feel it the most are the kids. And, if you want to think a little bit further about it, or have some other reasons to vote for it, it is a great Community Center, but also having great schools increases your own property value. So, keeping great schools is incredibly important for anybody who owns a home here.

Mr. Vanover: Just to piggyback, you brought up the Bengals and Paul Brown Stadium, well, just last night, FC Cincinnati threw their hand up and, "Hey, what about me?", and I can see Dayton Dragons doing the same thing because it's like, "Well, if they big guys, I add to the community pot just as much as they do." So, it's a dangerous precedent I feel, and I think that the NFL, while they're making their dollars, they're probably the major benefactor as well as the athletes that are employed. But, once you start down that path, there's no coming back, and that's a dangerous path to start on.

Ms. Brownlee: Agreed. I moved here in 1999, and we've been paying taxes ever since on the Bengals stadium.

Ms. Sullivan-Wisecup: Thank you for coming today, and, yes, I have called and talked to you many, many times about different things and so have other people and they've told me you've gotten back to them, so, thank you for that. My number one thing is unconstitutional funding from the State of Ohio to the schools, and also, they take away from the municipalities. They take back on their promises and I don't like that. They've also, in the past, taken away from elder aid and things like that. My question is how can they continue to be unconstitutionally funding the schools and yet we're telling kids to do the right thing? It kind of seems silly.

Ms. Brownlee: It's why I ran for office. I think we all need to "adult" better and be better role models. Right now, the make up of State House is such that a single party can do what they want, and there's really no accountability, and that is always a grave concern for me. I don't care if it's Democrats or Republicans. A super majority is really bad for government. It's bad for the people. And, you know, from a constitutionality standpoint, funding schools is the only thing that we are mandated to do as a State House constitutionally.

Ms. Sullivan-Wisecup: And it's illegal currently. Unconstitutional, I should say, currently.

Ms. Brownlee: It was deemed that in, what was it 1996?

Ms. Sullivan-Wisecup: It was 1997, and then they took away tangible property taxes in 2011, is that correct?

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Ms. Brownlee: I don't know the date on that.

Ms. Sullivan-Wisecup: That was when they took away from the elderly and the municipalities and the school at the same time. Again, coming back on promises that were made to make those people whole. Those were taken away. So, that was when Princeton lost \$24 million dollars. The last time we lost a big bunch. Thank you.

Ms. Brownlee: Thank you.

President Anderson: Then I'll just close with this. First, again, thank you for coming out. We always appreciate it when our County and then State representatives come and meet down with the Community. You can hear firsthand, it's not nothing. We do appreciate you coming and listening to it. You've heard tonight a lot of the same things from the reps up here, and our Mayor of what I've been hearing also in the Community. You hit them all. You talked about diversity in our district. That's true. Even on this dais there's some diversity both in political opinions and then also in all the other metrics, or some of the other metrics. What you did hear though is the same thing. The message that I've been hearing as well. Home rule matters to Springdale. School funding matters to our Community. Libraries matter to our Community too. And local government funds; keeping the promises that are made because we're on the ground and have to deal with the consequences when those don't get followed through on. So, we appreciate you advocating for those things. I don't believe any of the things that we've talked about are against what you've been doing, so, let me say, "Thank you" for continuing to be an advocate for our Community. It is appreciated. We see that happening. The last thing that I had is what else do you need from us to do to help you with these issues that matter, especially matters that cost the political separations that come across. What can we do as a Council today to help with that, and what can residents do that will talk to us, because they ask those same questions. They want to know, does it matter if I call Ms. Brownlee and say, "Yes", and add me to that list. What else should they be doing. Is it a matter of being more vocal, do you need specific ordinances or resolutions or support to show that what you're saying matters to us? We can do those things. You just need to let us know.

Ms. Brownlee: Of course, from the Council, that would be very helpful. Let me know what you're seeing, what you're hearing, and what you guys care about. There's something that's of particular concern, call me up, email me. Let me know what it is. We'll look into it, and we'll see how we can best advocate for it. And, sometimes, I mean things slip in. You know, this budget, I think at this point it's 5,000 pages long. So, there's a lot of steps. That said, you know, my caucus and I, we went through every page, every line to make sure we weren't missing stuff. Did we probably still miss something? Yes, probably. So, let us know. I hope we didn't but let us know. For citizens and voters, let us know what you're thinking. With the library funding is a very good example. They changed the library fund which has been the public library fund, a percentage of the budget since the 1980's, so that's what libraries planned on going forward for next year. They changed it to a simple line-item fund and, while the number increases in dollars

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Ms. Brownlee (continued): from last year, the future growth hasn't accounted for inflation. You know, everybody in here is feeling the effects of inflation of high prices at the grocery store, housing. Nobody is even sure what is going to happen with pricing next week. So, let us know what you care about and the more calls we get, the more we get to say, "Hey, people really, really care about this" and go and advocate for that. That said, there is a limitation to it because one party has all the votes, and they seem to, for the most part, there were a few, probably six or seven Republicans who did not vote for the Operating Budget, but they do tend to vote in a block, and so it is extremely hard to overcome that, and so I ask that everybody pay attention to democracy. I think people are paying attention right now. Where you can make the most difference is at the local and the State level because you're closer to those of us who serve you. So, don't be shy, don't be quiet. We will respond. I don't know that I was able to respond to every single phone call that we got about the libraries, but people called on the libraries in droves. To all of us, I mean, we heard you loud and clear. We couldn't ignore it.

President Anderson: Thank you again.

Mr. Gleaves: I was just letting Council know that Ms. Brownlee requested to take a picture with her. Do we have time to do that?

President Anderson: Is it okay if we break? Can we do that? Is that alright? We can do that right now.

Ms. Brownlee: Great. Thanks guys.

President Anderson: Unless there's any objection from anyone on Council. It's a bit unusual in the agenda.

Ms. Brownlee: It is. Sorry guys. It's up to you. It won't hurt my feelings. I promise.

President Anderson: You made the time to come see us, the least we can do is acknowledge the fact that you came to talk to us.

Ms. Brownlee: Okay. Well, thank you guys so much and thanks for being so engaged.

President Anderson: For anyone that wants to. It's not required.

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Committee and Official Reports

Civil Service Commission

Mr. Coleman: Good evening, Council. Springdale Civil Service Commission did meet on April 6th here in the Springdale Municipal Building. Members in attendance were Mrs. Cheryl Darby, Mrs. Kathy McNear, along with myself. Also present was City Administrator, Brian Uhl, Assistant City Administrator, Stephanie Morgan, and Human Resources Administrator, Renetta Edwards. This particular meeting was a short meeting in the sense of business matters that were before us and, so, in conducting the meeting, there were a couple of different reports that we needed to identify and determine the progress. The first one was a Full-Time Firefighter hiring status. And, due to the resignation of a Full-Time Firefighter, Administration had indicated that they could go back to the existing Civil Service list of candidates in order to fill the position so, with a little bit of luck, that process can move forward in an expeditious manner, and we can seek to fill that position that came about as a result of the resignation. The second position was a Parks Maintenance position that was the result of a promotion and kind of a stepping situation where one person was promoted, thereby leaving a vacancy in another area. The good news is there were twelve candidates anticipated for the interviewing process for the one position, so that tells me that people really do consider Springdale to be a very good place to work. And, so, those interviews were scheduled to be held on this past week, and we should be hearing very soon about the outcome of those interviews so that we can continue filling those positions. That concludes my report.

Rules and Laws	Mr. Jacobs	-	No report
Finance Committee	Mr. Vanover	-	No report

Planning Commission

Ms. Sullivan-Wisecup: Planning Commission met on April 8th at 7:00 p.m. All members were there. We had an Overview Transitional Housing Rezoning at 1171 East Kemper Road. That passed 7-0 to refer to Council. It was a Public Hearing, and there were no comments from the audience. That was to change it from Office Building to Public Facilities because that's the closest zoning for hospitals that we have. We also had an Overview Transitional Housing Conditional Use at 1171 East Kemper Road, which is the same location. And that was the conditional use to go along with it, and that also had a public hearing with no comments and that passed 7-0. We had Dave and Busters Minor Modification to a PUD at 11775 Commons Drive. They were just wanting to put a specialty design on one side of an elevation so that passed with a 7-0 vote. And they also were changing the color of the building to a gray. And it was for the western wall signage. And then we had Beyond Hello New Development Concept Plan at 12140 Springfield Pike. That's the old Bargo's building, and they were coming out for Concept Plan to review 1,500 square foot addition and reuse of existing restaurant building as a cannabis dispensary and storage. The project also included reworking parking and landscaping, resurfacing the parking lot, recoating the existing stucco building, and

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Ms. Sullivan-Wisecup (continued): building an additional cladding that would be stucco-finished vertical medical panels with a metal roof. This was just a concept plan. They came and talked about it. There was a lot of discussion about the distance, the type of building that it's going to be, and the addition. They, I believe, are coming back once they've figured some more things out. So, we will hear from them again in the future. And, then we had the City of Springdale Text Amendment Draft for the number of domesticated pets, and that was the ordinance amending 153.252(F)(6)(a)(i) of the Springdale Code of Ordinances regulating the permitted number of domesticated pets. We had Mr. Messer, and Ms. Wall in favor of changing from two to three, come to speak at the public hearing, and Mrs. Webster came to speak against, and it did pass with a 4-3 vote. That is everything that I have, unless there's any questions.

Board of Zoning Appeals

Mr. Gleaves -

No report

Board of Health

Ms. McFarland: The Board of Health met April 10th. We had some updates from Commissioner Clayton regarding the Ohio Department of Health launch of Accela, which is a program they use for food inspections. We did have an update on Mi Cozumel as their remodel is continuing in the old TGI Friday's. Wawa does have a projected current, which could change, projected date to open in June of this year. They have also issued three new mobile food operations. And our Director of Nursing provided an update on the new EMR or Electronic Medical Records that they've started using, the eCW (eClinicalWorks), and it has greatly increased their efficiency at clinics. They've been able to service twice the number of patients, so that was definitely a positive update. They had two clinics last month; 31 people were seen with 97 vaccines being given, and they completed 41 blood pressure screenings. The next meeting is May 8th unless there's any questions.

Ms. Sullivan-Wisecup: Ms. McFarland, did you say it was a mobile restaurant, you mean like a food truck?

Ms. McFarland: Yes.

Ms. Sullivan-Wisecup: Okay, I just wanted to make sure that I was hearing correctly and understanding. Thank you so much.

Ms. McFarland: You're welcome.

Capital Improvements:

Ms. Sullivan-Wisecup - No report

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O-K-I

President Anderson: The OKI Board of Directors did meet on April 10th. There are two items I wanted to share with Council from that meeting. First, there was an update on what's known as Raven911. If you're not familiar with this tool, it's available to municipalities and emergency services groups. It's a web-based GIS platform, meaning it creates those maps and forecasts, so, it takes a lot of data from a lot of different sources, and it helps emergency management and communities in real time collaborate on the effects when disasters might come. This was established in 2008 after Hurricane Ike. Places like Hamilton County EMR, the National Weather Services. A lot of communities in our region use it, and when you see it in practice in some of those news stations when they show like the path of storms or areas that are affected. That's one of the tools that Communities like ours could use to kind of do real time analysis on road closures, if there were like a natural disaster like a train derailment or something like that. I thought it was interesting that it was out there, and I just wanted to make sure people were aware that that's a service that's done through OKI, and it's available for licensing by communities at a pretty small fee. The other thing I wanted to bring up from the meeting was the Access Ohio 2050 Long-Range Transportation Plan. This is a strategic transportation plan. This is the State level of when we talk about OKI giving us funding, a lot of that has to roll up at some point into the State plan. The State plan then gets approved as part of the budgeting process, and then some of the grants that end up coming back to our communities have to flow through this. So, the Access 2050 Plan feeds into that Statewide plan that gets money back down to local communities. The reason I'm mentioning it today is that it's going to be available for public input for the current one, and anyone that wants to provide input on the strategic plan for long-range transportation it's available at "transportation.ohio.gov/accessohio". This is a higher-level plan than what people might be used to. The thing that would be interesting for public feedback, both from Councilmembers or just a resident, is to ask questions about things like what's important to you. So, it asks questions like, "Is congestion an issue for you and your Community?" "Is there enough high-speed travel?" "Do you run into problems in general with different things?" "How do you feel about safety at intersections?" These types of things feed into the State plan that then affects the scoring for projects that we do. In our last Council meeting, Councilmember Vanover talked about safer street issues that he'd experienced in his local Community. How this happens at the higher planning level is people like us give that feedback, not just at Council meetings, but also to the State to make sure when they do prioritization of programs, that things like safety are covered. So, it does have a real impact. You say things like, "Safety is an issue for me when I'm a pedestrian." What happens is that goes into the report as a percentage of people that affect that and that affects the scoring that places like OKI use when we award funding for projects like intersection remediation or changing signals or lights. That's how that money ends up coming back. So, that's the long way of saying "transportation.ohio.gov/accessohio" or at OKI on May 7th, there will be a public input meeting if people want to go in person, but that's one way to share that feedback where it will have a real impact. That's all that I have for tonight on OKI.

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Mayor's Report

Mayor Hawkins: First, we had our State of the City Address on March 26th. It was well attended. Our City Directors did an incredible job with their presentations. I think everybody who was present walked away with some additional information that they didn't already have. Also, we'll have our Easter Egg Hunt on April 19th, I believe at Noon at Ross Park. Third, we have our Annual Arbor Day Celebration at Springdale Elementary School on April 25th, and so folks are welcome to attend at 1:00. Heritage Hill is not participating this year. Sticking with sort of going back to Parks and Rec, Charlie Wilson was able to obtain a \$25,000 grant for a new project, or a new event. And, so, with PretzelFest that qualified, and so that, along with our generous sponsorship from Ditsch is going to take care a lot of the cost that we would otherwise bear. So, kudos to Charlie for helping us out with that. Last, I just wanted to take a moment to indicate the hard work the folks in our Tax Department have put in here over the last few weeks. This past week in particular, working extended hours, coming in on Saturday. They've done an excellent job. That lobby was full for the last few days, and they hung in there and managed all of that. So, I want to thank them for their hard work in serving our Community. That concludes my report.

Administrator's Report

Mr. Uhl: I have one quick update regarding the mall. I had a conversation earlier today with Mitch who represents the ownership group from Texas. A couple of things he wanted me to share with Council tonight was that they're still working through a couple of contracts with three different master developers. They're hoping to narrow that down to one here. The nice thing is they've been in conversations with these groups since I believe the early part of the year. They have three very interested master developers who want in on this project, so it's a matter of which one can bring the most to the table, so, they're hoping to get that narrowed down to one here in the next couple of weeks. One of the other things that they have done kind of running concurrently is they have put out an RFP (request for proposal) for demolition for the mall. And they just started collecting those proposals back, so they have a few proposals that they are sifting through now, and kind of working through some finer points in all of those different proposals to hopefully narrow down a vendor to hopefully begin some demolition. It didn't give an exact date on when they thought some of that would begin, but I think securing a vendor that's going to do it is the best that they can do for now and get things going in the right direction. So, that's the end of my report.

Mr. Jacobs: I did just want to mention something positive about the development as well. It's very superficial but, I had noticed during some of our extreme weather, part of the fencing had fallen over. And, within a couple of days, it was back up. And, so, those little victories hopefully we can keep some optimism going and some patience with this one. Thank you.

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Mr. Uhl: Yes. That was one of the things that we had brought up as well was the property maintenance issues I know people have seen and reported and what not, so our Building Department, and our Building Inspectors continue to have dialogue with the property management group to make sure that that's maintained, and they were having a follow-up conversation with the lead person today to make sure that some of our concerns of late were addressed. There's a lot of things running in the background. I wish there was more that we could see, but I'm hoping within the next couple of months we start to see some of that good development.

Law Director's Report

Mr. Braun -

No report

Engineer's Report

Mr. Riggs: We'll start off with the Northland Boulevard Project. You guys may have noticed the contractor did return to the site earlier this month. In fact, they're looking to switch traffic over to part, well it's an interim phase, but they'll be switching traffic over to the new lanes as early as tomorrow. At least around the Route 4 intersection. There will be maybe four to six weeks just at that intersection where it switched over, and the rest of the time they'll be driving on the current road; the old road. But, in about another month, sometime in May, they're going to switch over completely to the new pavement while they're finishing construction on the old road. Then we have the East Kemper Road Project Phase I. This is a SORTA Grant Fund project. We have a preliminary plan review meeting with Public Works on April 24th. Our survey was completed at the end of March. Then, the Northland Kemper Intersection Realignment and Kemper Road Shared Use Path is at the Northland Boulevard Phase II is what I'm calling it in my head at least. We have a project kickoff meeting tomorrow with the City. We'll be going over a few of the initial intersection concept plans and design criteria before we start looking to have a public meeting sometime in May. The project though, while it's just getting started, is tentatively scheduled to be bid in March 2027 with construction completed in November 2028, so we've got some time on that one. That's all I had.

Rental Program Committee

Mr. Vanover: Not much of a report except some time next month, I would like to reconvene the Committee and get just a couple of points of discussion that I'd like to see talked over. So, we'll be scheduling that, and I'll announce that at a later date.

President Anderson: One thing I think I would ask that we might add to the agenda when it does convene is when we should wrap up the Committee. It's been going for several years now, and I think the primary focus might be near complete, and it might make sense to close it and then focus on other issues as they come up, so, I think we should talk about that in a meeting, but I just want to make Council aware that that's something that should be talked about as well. It was a special purpose committee, and it doesn't need to stay forever.

Urban Farming Special Committee Ms. McFarland

- No report

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President Anderson: I'll give you the same note as well. I think we should talk at some point, either the Committee meeting again and decide if they want, if they feel that there's action that they want to do, or if they want to close the Committee, I think it would be good to have that meeting. I think we've gone several months without a report or action, so, if we feel like this isn't the time to continue, we should go ahead and make that recommendation at our next meeting.

Communications - None

Communications from the Audience - None

Ordinances and Resolutions

President Anderson: First up we have Ordinance No. 10-2025. I will say that this is a first reading, and we will be having a public hearing that I'll announce after the reading and Council's discussion.

Public Hearing

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

Ms. Sullivan-Wisecup: As always, I just want to remind you that this did come through Planning, and it did pass with a four for and three against at our last meeting. So, it was approved at Council 4-3. Thank you.

Mr. Jacobs: I had a quick question about it, and hopefully this doesn't get us into the weeds. It's come up over the last few months of discussion that, as far as the State of Ohio is concerned, cats are not domesticated pets. Is that the situation, and does that affect anything we do here at the local level?

President Anderson: Mr. Braun, did you want to answer that?

Mr. Braun: No. Our ordinance does address that, and, so, this is just our own regulation on it. So, the new regulation would say that you can have three dogs, three cats, or any combination that doesn't exceed three.

President Anderson: And, in terms of home rule, this is within our capability.

Mr. Braun: It is. We define household domesticated pets as both.

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President Anderson: Any other comments from Council before we move to the public hearing? And, again, this is just the first reading. We'll have another opportunity at our next meeting as well to discuss. Seeing none, at this point I'm going to move us into a public hearing. This is an opportunity for anyone in the public who would like to speak to Council related specifically to Ordinance No. 10-2025 that changes section 153.252(F)(6)(a)(i) in our ordinances. This is your opportunity to come speak to us on that item. At this point, the public hearing is now open. If you want to speak to Council, you simply need to come forward to the dais, state your name and address, and again, you'd have up to five minutes to speak to Council on just this one item. At this point, the public hearing is now open.

Ms. Demus: Hi. Frieda Demus; 595 Observatory Drive. I have a question about feral cats. Do we have a problem with feral cats in the Community?

President Anderson: So, this ordinance does not affect feral cats or how it's affected in general. I can't speak to it. I don't know if Administration wants to speak to feral cats if you've gotten a number of calls, or if it's something we need to look into. But this ordinance doesn't change anything having to do with management of feral cats.

Ms. Demus: Because I see a lot of feral cats in the neighborhood. They're being fed, and so they obviously significantly exceed even going to the three, and this is their time that they're reproducing. There are a ton of feral cats that I see. I'm just curious if this is throughout the Community or just some odd block.

President Anderson: I will say that we do have a different section of our Code that addresses control of domesticated animals; 90.01 is the section of Code if you want to look it up. It's available on the website. That speaks to a domesticated animal has to be under control by its owner. You're talking about feral cats, which is a different type. If it was a domesticated animal, we do have a different section of Code that says that they need to be under control of the owner. That applies explicitly both to dogs and cats. But that's not affected by this ordinance at all.

Mr. Braun: I just wanted to point out there are communities that have adopted regulations regarding the feeding of feral cats, and I know that a couple of communities I represent have reached out to businesses that have open dumpsters and often feed leftover food to feral cats. It's actually a Board of Health issue normally, but that is not a part of this ordinance, but it is something that some communities have taken some steps on.

Mayor Hawkins: I don't think there have been any great number of complaints with regard to feral cats. It's clear, depending on where you live in the Community there are different wildlife that we all deal with. Some of it's coyotes, some of it's wild turkey, some of it's deer. There are instances where there are cats, and I know have neighbors that have sort of gone back and forth and other neighbors with regard to feeding be it

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Mayor Hawkins (continued): geese, leaving stuff out for cats, or what have you. So, there's not something that's a giant issue or problem I'd say in terms of people calling and complaining in the City, but I understand what you're saying, and I understand that neighborhood to neighborhood you're going to have some of that going on with folks feeding animals.

Ms. Demus: Okay. Thank you for your time.

President Anderson: The floor is still open if anyone else would like to speak in the Public Hearing.

Ms. Wall: I'm Angie Ball. 342 Glensharon Road, and I primarily just wanted to come up and thank you for your consideration for making this amendment change. So, I wanted to thank you for that. So, I support anything you do. Thank you very much.

President Anderson: Thank you for taking the time to come out and see us.

Ordinance No. 17-2025

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

Ms. Sullivan-Wisecup made a motion to adopt Ordinance No. 17-2025; Mr. Vanover seconded.

Ordinance No. 17-2025 passes with seven affirmative votes.

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

Mr. Gleaves: Do we know if these charging stations are going to be all together or are they going to be spread out? Or who is responsible for making those decisions where they go?

Mr. Uhl: This is the project that we filed with OKI for the EV charging stations. There will be several stations down by the Community Center. All of them will be public access, so we'll have several down by the Community Center. I believe we'll have two out in our front lot here at the Municipal Building, and then four across the street over where the Building and Health Department park their vehicles. So, we'll move those down a little bit and then there will be four EV charging stations over there for I believe a total of nine is what we're currently planning.

Mr. Gleaves: Thank you.

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President Anderson: Next on the agenda is Resolution No. R10-2025. Before we read the resolution, we will need nominations for this position. This is related to appointing a member to the Civil Service Commission effective May 1st. This is replacing the retirement of Ms. Darby. We'll use the same process that we've used in past meetings. I'll open the floor for nominations. Anybody on Council can make a nomination. If there's more than one available, then we'll have a vote, and then once that vote is concluded, we will then insert that name into the resolution and read it and act on it. So, at this point the floor is now open for nominations for appointing a member to the unexpired term for the Civil Service Commission. Are there any nominations. (None were brought forth) Just one moment. I have one in my back pocket. Seeing no other nominations, I would like to nominate Mr. James Dunigan. Mr. Dunigan has served as a Cincinnati Firefighter from March 1990 to April 2020. He worked at several firehouses in Cincinnati. He became a paramedic after three years of service with the department and was promoted to Lieutenant in 2008. After five years he was given his own fire company. He was a medic supervisor, and served a number of duties related to that. Mr. Dunigan has been an active member in our Community for some time and having served in Civil Service I think he would be a very fitting member to take over the unelected position. So, with that, I do nominate Mr. James Dunigan. Are there any other nominations?

Mrs. Webster: Is the President of Council allowed to nominate people?

President Anderson: Yes.

Mrs. Webster: Okay. Do we have any other information on him? Any bio, or anything?

President Anderson: So, in addition to what I just shared, I believe that other biographic information had been sent out in an email from Mayor Hawkins some time ago.

Mrs. Webster: Mayor Hawkins?

President Anderson: That's right.

Mrs. Webster: This is a Council appointment.

President Anderson: That's right, and I'm making the nomination.

Mrs. Webster: Please?

President Anderson: That's correct, and I'm making the nomination.

Mrs. Webster: Okay.

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President Anderson: Are there any other nominations? Seeing none, then by acclamation we will read Resolution No. R10-2025 with the name James Dunigan inserted for the position.

Resolution No. R10-2025

A RESOLUTION APPOINTING JAMES DUNIGAN 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

Mr. Jacobs made a motion to adopt Resolution No. R10-2025; Mr. Gleaves seconded.

Resolution No. R10-2025 passes with six affirmative votes and one abstention (Webster).

Old Business

Mr. Gleaves: In reference to meeting date September 4, 2024, Ordinance No. 48-2024 was a Sheraton Lane bodega. Has there been any movement on that project? Does anyone know?

President Anderson: This was the old flavor company transition.

Mr. Gleaves: Old Sugar Creek Building?

President Anderson: Yes. Sugar Creek.

Mr. Uhl: About two months ago, I inquired about the same location, and I believe that they were in the process of either getting some permits, or something of the like, or there was some discussion with the Building Department. I don't know what the current status is, but I can check on that and get back with you at the next meeting.

Mr. Gleaves: Thank you.

New Business

President Anderson: I do have one item that I'd like to bring forward to Council for consideration. Something that we can talk about. Looking at other communities how they handle things like appointments to commissions like we just had with Civil Service, we tend to have several of them at different periods in time, usually at the end of the year, or at the start of a new Council group. One thing I wanted to ask to see if there was interest in is changing the way that we do these appointments, at least for Council appointments to get a pool of applicants. Historically, it's been through direct contact, or personal relationships that Councilmembers might have in the Community. I feel like how some other communities around us do it might be a

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President Anderson (continued): better way forward, which is they have a general application process. So, when there's an appointment coming what happens, like Forest Park, for example, does this. The Administration would post a notice that a vacancy is coming forward. And, what they have is a general application form that anyone in the public in that Community could then pull down and submit. So, it gives an opportunity for people that might be uncomfortable or might not have a one-to-one relationship with somebody, where they're able to generally apply for commissions and appointments, and let their interests be known. The application process that I've seen, or at least those packets are very light. They're just an opportunity for a questionnaire that says, "What are you interested in?" "What are your skills?" "Which of the commissions would you be interested in serving in?" And the reason I think it might be good is to build that pool of talent for people that want to get connected in the Community, but don't know how, or might not be comfortable reaching out one to one. So, what I'm proposing is that either Rules and Law, or Communications, or a special group take a look at adjusting Council's rules for Committee appointments, and creating an application; a general one page type application that we would use and people would submit that prior to these openings so that we have things like what Councilmember Webster was asking about; more biographical information so we wouldn't rely on Councilmembers talking to other Councilmembers, or doing things that might be seen as a backroom discussion. I think having a general, open, accessible application process would help us build that pool of talent. So, I didn't know what people thought about that. If it's something that there would be interest in from Council, or if we should just continue doing things the way we've been doing them.

Mr. Gleaves: We've discussed this before. I think it's a great idea. So, what is the process if we get a pool to expand a Commission. Is there a way to do that if the pool came to the point where it was a large amount of people? I have no problem, and I think it's a good thing if we have a pool like that. I always say, "The more people that get involved in our Community, the better." This is a way to get some people on Commissions with a different lens, and I think it would be a great idea.

President Anderson: What I like about it is it makes it more open and transparent. Mrs. Webster was asking, "Do we have biographical information?" I have some information about the one we just did, but, if it was a standard approach regardless of the Commission, then we would all have that same sheet to work from, and I think that would benefit to us as decisionmakers as much as it would help the public to be able to be engaged if they want to be engaged. Your question about how do Commissions expand or change, that's probably better for off-line discussion that might involve Mr. Braun. It really depends. The answer is it depends. Some commissions, some committees are set in our Charter. Others are set ad-hoc, so, if it's a special committee, we have flexibility, but things like the Building Zoning Appeals, Planning; those are defined in our Charter, or in ordinances, or in both. All of that can change. We have the ability to change that and it's a process, but it depends on which Committee, and then the process varies. So, I think it's two different things. First, how do we get the right pool of candidates, and then the other thing is do we need to change Committee sizes.

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Mrs. Webster: I have a list of all the appointments and when they are due, and there are a couple of people on here that have passed away, and there's also one that I think has expired at the end of last year on one of these boards. So, they're not really up-to-date.

President Anderson: Which one is expired? I'm just wondering if you're working from the current list.

Mrs. Webster: Okay. Let me check real quick. Well, I have on here on the Housing Council that his term ended March 31, 2022. And, I have another one.

President Anderson: I'm sorry, was that, when you say the Housing Council, there's a couple that are related to housing. Which Housing Council were you talking about?

Mrs. Webster: Some of those were Housing, and I have another one that were goofy the way they were put together here. Another one, that's you, you didn't pass away. Let's see. I've lost the one that one. That one, that's a Housing thing. That was taken care of.

President Anderson: Well, if it would help, we don't have to do this on the fly. If you want, we can think about what I've talked about, and we'll put it on our agenda for our next meeting in New Business and we can talk about Council appointments. In the meanwhile, if there's ones that we need to make sure we fill, you can send me a note or reach out to Administration depending on whether it might not be a Council Committee, so, just let us know and we can look at filling it. Why don't we put it on the agenda for the next meeting and we can follow up, so we don't have to do it ad hoc.

Mrs. Webster: I can't find the one that's passed away, but I don't remember what Committee it was on, but, oh, here it is. He passed away. His term ends May 31, 2026.

President Anderson: Which Committee?

Mrs. Webster: His name was Charles Hormann

President Anderson: Which Committee?

Mrs. Webster: And then you have Harold Brooks on that, whose term ended May 31, 2024.

President Anderson: I'm not sure which Committee you're talking about, and what sheet you're working from.

Mrs. Webster: Housing Appeals Board.

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President Anderson: Board of Housing Appeals.

Mrs. Webster: And then, well, that's me. I'm on here. So, this isn't all up-to-date.

President Anderson: I'm just wondering is there a date on your document? I'm wondering if it's been updated since you printed that out.

Mrs. Webster: What?

President Anderson: I'm wondering if your document is out of date.

Mrs. Webster: Okay.

President Anderson: Okay. Well, why don't we put it on our agenda for our next meeting, and we can take a look at the list, and then we can talk about if we want to add an application process just to have a bigger pool. So, we'll have that at our next meeting. So, just think about that between now and then, and we can take a look at it. Any other new business anyone on Council would like to bring forward?

Mayor Hawkins: Administratively, we were talking about some changes with Ohio Public Employee Retirement System (OPERS) and those levels changing and brought up the issue of elected officials' compensation. The research that was brought up the last time that there was a change, an ordinance was passed in 2005 and took effect in 2007. The issue being for the longest period of time, folks that have been elected officials have met the minimum threshold for Ohio Public Employee Retirement System, and there's a minimum you have to make per month for it to count for one year's service credit. And, so, what's taken place is we're going through and looking at that as those numbers have changed, and I think it's every year going up to 2029 that it's increasing, and so Council has fallen below that level now for a couple of years, so, I want to bring it to Council's attention. Been looking at it administratively in terms of what that would look like with regard to making sure it gets back to a level where folks are getting at least one year's worth of service credit based on their compensation. I know that I referenced these years before while I was on Council. There was no action that was taken when I knew these changes were taking place and that it was going to be a potential issue. So, there's some things that we've gone through and looked at, and it's important for everyone on the dais to know everybody publicly to know that if you're an Elected Official, you're unable to vote for your own compensation. So, the point being is there's an election coming up for our District Representatives that will take place this November of 2025. If this Council changes the compensation for Elected Officials, which would not take place in effect until 2027.

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President Anderson: Sorry, sorry, Mayor Hawkins just so we have it on the record, I don't think the microphones were on. There was a response to your question with Mr. Braun and Mr. Uhl that said they believed that it would take effect for the December 1st election.

Mayor Hawkins: It could take place December 1st of 2025, but historically we don't have it staggered, so, nobody that votes on this, if you're an "At-Large" member, you can't vote to change your own compensation during your term, so, the point is everybody who's up here, you would have to be voting for the next folks that are coming through. So, unless you stagger it, where you go, "Hey, look, the folks that are District Reps, come December 1, 2025, will now have a different compensation than everybody else, that could take place. But I don't think we've ever traditionally done that. So, it's been everybody together moving out. So, the point being, if that were to hold true there wouldn't be a change in compensation until 2027, December 1st so that all of those folks would be new to it so that nobody on this dais would be voting for their own compensation is the point. Okay? So, I know I'd referenced it once before that there was no action with regard to it. I think I probably had said at the time that I have my own State retirement that comes through for other things that I do, but it's a significant thing, and if it's something that folks are going to keep with tradition that's gone on in the City for Elected Officials, it's something that would have to be addressed. Administratively, we were talking about some things put forth and can bring a suggested piece of legislation to Council as we've looked at some of the numbers, if you take the dollars that would have gone to our Clerk of Council/Finance Director, and you dispersed that among the Elected Officials, it ends up being, I think it gets us to the level that you need to be at to get a full years' credit, and it ends up being no additional dollars from the budget from the General Fund. Just wanted to again, bring that to Council's attention within a couple of years but, as this thing is going on you're falling further and further below that credit number.

President Anderson: Related to that, I can tell you I know I've received questions about this as well. It is interesting that some of our neighbors are taking this item up right now as well. Forest Park is trying to break the cycle, I think, of going back and they have legislation that they're meeting at their next Council meeting that actually pegs their elected officials to a percentage of the County Commissioner's pay. So, they have their elected officials at eight percent of County Commissioner's pay and the Mayor is ten percent of County Commissioner's pay. I think Loveland just recently had an ordinance that has a step process where they're implementing a process where there's progressive raises to get their elected officials caught up to what some of the related communities are. I say that not because I'm advocating for a pay increase but just know that this is an item that has been coming up in other communities and the way that they've approached it. I do want to mention when Mayor Hawkins said it wouldn't take effect until 2027; that's a choice that we could make if we want to take action on it. Other Communities do it based on the election of the people coming in, and have it staggered so that position is linked to it. So, it doesn't have to be staged that far. I will mention though, if you do the math,

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Springdale still does pretty well for its representatives even though it hasn't changed in quite a while. I'll mention that if you look at what the eight percent that Forest Park is voting on right now, our neighbor to the north that's actually a larger city than us by a fair margin that's still under the rate that we are getting paid from our earlier date. So, it's just a piece of information. Likewise, the Loveland rates are still on par, very close to what we're doing now, and that's if they pass their raises.

Mrs. Webster: I found some more of the....

President Anderson: I'm sorry, could you turn your mic up.

Mrs. Webster: The whole Volunteer Fire Department.

President Anderson: Is this related to this topic?

Mrs. Webster: Their terms expire December 31, 2024.

President Anderson: So, just to close out that thought since you brought it up, that actually already got addressed. That's why I'm wondering if your list is out-of-date, so, the Volunteer Fire Department we dealt with that two months ago, and they had a meeting where they actually added the resident as well. So, I'm wondering if your list is out-of-date as opposed to the conditions.

Mrs. Webster: I don't know. I'm on here. I expire December 31st. So do Michelle. And all of us, Scott Williams, Sharon Broenner, and Chief Stanley.

President Anderson: But I'm saying your list is wrong. Anything else on the topic that Mayor Hawkins was addressing. Something to think about. If Councilmembers want. I know it can be distasteful to talk about that, especially at tax time when our residents are paying right now. It is just information for you to share. If anyone on Council wants to bring forward information to that affect, it's the same as anything else that we would do. It does not require a group to do. Any person can take that action and, just like we've done for other things, it is available to you. Any other New Business?
(None)

Meetings and Announcements

Ms. Sullivan-Wisecup: Planning Commission will meet in these chambers at 7:00 p.m. on Tuesday, May 13th.

Mr. Jacobs: It's sort of an announcement, and sort of a confirmation with Administration. I've noticed a lot of residents have been trimming and things like that, and, just to clarify, the chipper program is the last full week of a given month, and so that means, for example, the next pick up would begin on the 21st through the 25th. Correct?

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Mr. Uhl: Yes. That's correct. And those dates, those weeks are posted out on the website as well just for reference. And I believe we'll start sending out some Facebook notifications a week in advance just to give everyone a "heads up" that that's coming.

Mr. Jacobs: Thank you very much.

President Anderson: I think it's that full week that always jams people up. They always want to do it on Monday.

Mr. Gleaves: The Board of Zoning Appeals will be meeting in these chambers at 7:00 p.m., April 22nd, and we have two applications that have been brought to my attention.

Ms. Morgan: The Civil Service Commission will meet Thursday, May 1st at 2:00 p.m.

Communications from the Audience

Mr. Coleman: Robert Coleman, I am a member of the Civil Service Commission currently, and from a standpoint of a citizen and a resident, I would certainly advocate for the application process for Boards and Commissions. Having been in the Civil Service Commission position for upwards of 25 plus years, it's difficult sometimes to get new members based on the process that we've had up until this point in time which is basically by word of mouth. It's worked for us, and I'm happy to hear that. But I do think it's time that we move forward with an application process so that we can see additional candidates with backgrounds. I'm kind of surprised that we haven't gotten to that point so far, but, again, equally impressed with the fact that I think that this is a step in the right direction so that, again, not only will Civil Service Commission seek candidates, but so will the other Commissions and the other Boards as well. So, again, I just wanted to come forward and advocate for that process. I think it's a good move, and it will move in the right direction.

Mr. Jacobs: A question. It's a vision, so, just an idea at this point. Is it something that you view as residents could apply, or that they would have to apply. In your initial view.

President Anderson: Well, I would advocate that everyone we would want to nominate should have sent one in so we have a bound forward, but that would be a change that we would have to change in our rules. Nominations as it is right now under our current rules are made by City Councilmembers. We would have to look at what that would mean to restrict the nominations to a pool. That's why I think we can't just do it "off the cuff". We'd have to make sure Mr. Braun is involved and looks at that. I'm not sure what the nuance is there legally. But I would assume that we wouldn't want to nominate somebody that didn't go through the application process. Whether they have to is a different question. So, "should" versus "could" I think is something we'll have to answer before we implement it. It's a good question.

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Mrs. Webster: Correct me if I'm wrong, but doesn't the Civil Service have some kind of resume where they've had some HR (Human Resources) experience or something? It seems that everybody that's on there has had that in the last few years. Mr. Coleman, Mrs. Darby, Mrs. McNear; they've all been involved with HR in their employment; Mrs. Nienaber. So, I think that that's kind of a little qualification. Every committee should have qualifications.

President Anderson: Oh, so, I think that is a good point. That as part of that application process, I think one of the things that we would have to do as Council to help the Community understand what they're asking to apply to, is we should be describing, which each of the Commissions does. It's general meeting schedule, and its general requirements; what they talk about. I know I've gotten a lot of questions whenever these nominations come up and I push out to people, "Hey, if you're interested, let me know". It always surprises me how many Commissions and Committees we have that people don't really understand what they're supposed to do, so, it's hard for people to want to apply or if they don't know what the job or committee is. So, I think if we went forward with this approach, we would want to do that. We would want to say, as part of that general form, "This is the list of Commissions, Scheduled dates, what general responsibilities". And they apply for it with just a couple of freeform documents.

Ms. Sullivan-Wisecup: I like that you said to include the information about the Commissions or the Boards because when I was thinking about Civil Service, I'm thinking, "Okay. They meet in the middle of the day. Who's going to be available that can meet in the middle of the day that is interested in Civil Service? Has the heart to serve for Civil Service and is available during that time? So, I think that if we did go to the application thing, I think it's important to put that there. Make sure that people are available and understand the commitment for everything.

President Anderson: I think it would be good if move forward with that to make sure that we're in line with Administration as well. Some of these appointments are Administration, some are Council. We certainly only control the way that Council wants to do their appointments. I think it would be great if it was the same process, but that's something that we'd have to talk about. And, again, it's not to say how we were doing it in the past was wrong, this is just a way to open it up and make it more accessible and maybe deepen our pool of candidates that want to be involved in the City.

Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I 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 second reading and passed with seven affirmative votes. Item II was addressed by Resolution No. R10-2025; A Resolution Appointing James Dunigan to

City of Springdale Council

April 16, 2025

Serve on the City of Springdale Civil Service Commission Effective May 1, 2025, for the Unexpired Term Ending December 31, 2025. That passed with six affirmative votes. Item III was addressed by Ordinance No. 10-2025 receiving a public hearing and 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. That will be back in front of Council on May 7th. Item IV was addressed by Ordinance No. 18-2025, receiving a 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. Again, that will be back at our May 7th meeting for a second reading.

Legislation in Development

Mr. Jacobs: Item V is in development. It will receive a reading at our May 7th meeting; A Resolution Authorizing the City of Springdale's Participation in the Ohio Association of Public Treasurers 2026 Workers' Compensation Group Retrospective Rating Program. Item VI will receive a first reading at our next meeting on May 7th. An Ordinance Enacting and Adopting the 2025 S-28 Code Supplement to the Springdale Code of Ordinances. Item VII will receive a first reading at our next meeting; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Written Amendment to the Agreement with the Ohio Department of Transportation for the Operation, Control, and Maintenance of Traffic Signal Equipment in the City of Springdale. Again, that will receive a first reading at our next meeting. All other matters are forthcoming, unless Administration has anything.

President Anderson: We do have one additional item. I think there was a request from Planning for the Zoning change to add a public hearing from OB (Office Business) to PF (Public Facility) for the residential treatment home that we were talking about, so that will need to be on our agenda at the next meeting, and that does require a public hearing, so, we'll have that at the second reading of it. So, if we can plan for those. Is there anything else from Council or Administration?

City of Springdale Council

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Adjournment

President Anderson: All that's left this evening is Item 18.

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 8:32 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 7th day of May, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

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 7th day of May, 2025.

Attest:

Clerk of Council

President 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>

ORDINANCE NO. 19-2025

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO REZONE THE PROPERTY LOCATED AT 1171 EAST KEMPER ROAD FROM OFFICE BUSINESS (OB) TO PUBLIC FACILITY (PF)

WHEREAS, the Planning Commission reviewed the request of the property owner to amend the Zoning Map of the City of Springdale, Ohio to provide for the rezoning of the property located at 1171 East Kemper Road from Office Business (OB) to Public Facilities (PF); and

WHEREAS, at its meeting of April 8, 2025, the Planning Commission held a public hearing and has recommended approval of the requested rezoning by a vote of 7-0; and

WHEREAS, the Council of the City of Springdale, Ohio (“Council”) held a public hearing on _____ pursuant to the requirements of the Zoning Code.

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

Section 1. The proposed amendment to the Zoning Map of the City of Springdale, Ohio to provide for the rezoning of property located at 1171 East Kemper Road as further described in the attached Exhibit A, from Office Business (OB) to Public Facilities (PF), which has been reviewed and approved by the Planning Commission, is hereby approved by Council.

Section 2. 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. This Ordinance shall be effective from and after the earliest period allowed by law.

Passed this ____ day of _____, 2025.

Attest: _____
President of Council

Clerk of Council

Approved: _____

Mayor

Date

14134 02369

EXHIBIT "A"
(File #24-1066)

Situate in Section 6, Town 3, Entire Range 1, Springfield Township, Hamilton County, Ohio, and more particularly described as follows:

Beginning in the South line of Kemper Road as now established at a point located as follows: commencing at the Northeast corner of said Section 6, six hundred seventy-six and 92/100 (676.92) feet; thence South 2 degrees 46' 24" West thirty and 28/100 (30.28) feet to the place of beginning for this conveyance; thence from said beginning point South 2 degrees 46' 24" West two hundred fifty-six and 02/100 (256.02) feet; thence South 85 degrees West one hundred forty-three and 37/100 (143.37) feet; thence North 17 degrees 41' West two hundred sixty and 01/100 (260.01) feet to a point in the South line of Kemper Road; thence North 85 degrees East along with said South line of Kemper Road two hundred thirty-three and 33/100 feet (233.33) feet to the place of beginning. **Containing 1.097 acres of land.**

LESS AND EXCEPTING THEREFROM: The property conveyed to the City of Springdale by a deed recorded in Deed Book 3983, Page 286 of the Hamilton County, Ohio Records and described as follows:

Situate in City of Springdale, Township of Springdale, Section 6, Town 3, Entire Range 1, County of Hamilton, State of Ohio. Beginning at the North East corner of said Section 6, thence with the North line of said Section 6, North 81 degrees 10' 11" West, 681.88 feet to a point at centerline Sta 46+02.02; thence at right angles to the centerline, South 8 degrees 49' 49" West 30.00 feet to a point in the existing South right-of-way line of East Kemper Road said point being the place of beginning; thence with said right-of-way line, North 81 degrees 10' 11" West, 233.46 feet to a point in the Grantors' Westerly line; thence with the property line South 3 degrees 51' 11" East 20.50 feet to a point; thence parallel to the existing right-of-way line, South 81 degrees 10' 11" East, 226.33 feet to a point in the Grantor's Easterly line; thence with said property line, North 16 degrees 36' 13" East, 20.19 feet to the place of beginning, thus **enclosing 4,596.86 square feet (0.106 acres) of land.**

ALSO DESCRIBED AS FOLLOWS:

Situated in the City of Springdale, Springdale (Springfield) Township, Section 6, Town 3, Entire Range 1, County of Hamilton, State of Ohio. Deed references: Deed Book 4392, Page 1875, Deed Book 3982, Page 735, and Deed Book 3983, Page 286, in the Offices of the Hamilton County Recorder. Identified as Parcel 25 in Plat Book 599, Page 20, in the Offices of the Hamilton County Auditor, and more particularly described as follows:

Beginning at the Northeast corner of said Section 6, thence with the North line of Section 6, N. 81 degrees 10' 11" W. 684.61 feet to a point in East Kemper Road along said Section line, said point being at centerline Sta 45+98.61; thence at right angles, S. 8 degrees 49' 49" W., 50.00 feet to a point in the new South right-of-way line of improved East Kemper Road, said point being the place of beginning of the herein described tract. From this place of beginning, thence with the new South

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right-of-way line N. 81 degrees 10' 11" W., 226.23 feet to a point in the Northeast corner of the herein described tract; thence S. 3 degrees 51' 11" E., 239.51 feet to a point in the Southeast corner; thence with the South line of this herein described tract, S. 81 degrees 10' 11" E. 141.74 feet to a point in the Southeast corner; thence with the East line of this herein described tract, N. 16 degrees 36' 13" E., 235.83 feet to the place of beginning in the new South right-of-way line of improved East Kemper Road; thus enclosing **42,991.39 square feet (0.987 acre) of land.**

ST

Parcel No.: 599-0020-0025-00

Prior Deed Reference: OR Book 8383, Page 1486 of the Hamilton County, Ohio records

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - Mar 25 2020 DB

CAGIS - BY PRIOR

ORDINANCE NO. 20-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A WRITTEN AMENDMENT TO THE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE OPERATION, CONTROL, AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT IN THE CITY OF SPRINGDALE

WHEREAS, the City of Springdale (the “City”) entered into an agreement with the Ohio Department of Transportation for the operation, control, and maintenance of traffic signal equipment located within the City related to certain state roads and highways through the passage of Ordinance 18-2022 (the “Agreement”); and

WHEREAS, the City entered into a first written amendment renewing the Agreement with the passage of Ordinance 10-2023; and

WHEREAS, the City seeks to enter into a second written amendment renewing the Agreement.

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

Section 1. Council of the City of Springdale (“Council”) agrees to authorize the Mayor and City Administrator to enter into a second written amendment to the agreement with the Ohio Department of Transportation related to the operation, control, and maintenance of traffic signal equipment located within the City of Springdale related to certain state roads and highways (the “Amendment”). A copy of the Amendment 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

ODOT Agreement No. 37455-B
FYs 2026 - 2027

**AMENDMENT TO SIGNAL MAINTENANCE AGREEMENT
RENEWAL OF TERM**

This AMENDMENT is entered into by and between the Ohio Department of Transportation whose address is 505 South State Route 741, Lebanon, Ohio 45036 (hereinafter referred to as "ODOT"), and the City of Springdale, Ohio whose address is 11700 Springfield Pike, Springdale, Ohio 45246 (hereinafter referred to as the "City"), collectively referred to as "the Parties".

Pursuant to subsection XI.B. of the Agreement having ODOT Agreement Number 37455, the Parties wish to enter into a written amendment renewing the Agreement.

The Parties hereby agree that the renewal of the Agreement shall be effective from July 1, 2025, and remain in full force and effect until June 30, 2027, unless terminated earlier as provided in subsection XI.C or removal provided in subsection VIII of the Agreement.

The Parties agree that all other terms and conditions of the Agreement shall remain the same.

Any person executing this Amendment in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Amendment.

Any Party hereto may deliver a copy of its counterpart signature page to this Amendment via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have executed this Amendment as of the last day and year written below.

STATE OF OHIO
Department of Transportation

Date: _____

By: _____
Pamela Boratyn, Director of Transportation

Date: _____

CITY OF SPRINGDALE

By: _____

(Print Name) _____

Title: _____

ORDINANCE NO. 21-2025

**AN ORDINANCE ENACTING AND ADOPTING THE 2025 S-28
SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF
SPRINGDALE, OHIO**

WHEREAS, the City of Springdale contracts annually with American Legal Publishing Corporation to prepare an update to the Code of Ordinances of the City of Springdale, Ohio (the “City Code”) to reflect changes and ensure that the City Code is in compliance with recent revisions to local, state and federal laws.

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

Section 1. The 2025 S-28 Supplement to the Code of Ordinances of the City of Springdale, Ohio, as prepared and submitted by American Legal Publishing Corporation, a copy of which is on file with the Clerk of Council, who certifies that the codification, renumbering and rearrangement in book form is correct, is hereby adopted and incorporated by reference as if set forth herein in its entirety.

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

RESOLUTION NO. R11-2025

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE'S PARTICIPATION IN THE OHIO ASSOCIATION OF PUBLIC TREASURERS 2026 WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM

WHEREAS, under the authority of Chapter 4123 of the Ohio Revised Code, employers, including public employer taxing districts, may group together to achieve a potentially lower premium rate than they might have as individual employers; and

WHEREAS, the Ohio Association of Public Treasurers has created a Workers' Compensation Group Retrospective Rating Program to allow member municipalities to join together for that purpose; and

WHEREAS, through its participation in this Group Retrospective Rating Program, the City of Springdale will have greater opportunity to potentially experience savings in Workers' Compensation premium rates.

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

Section 1. The City of Springdale hereby enrolls in the 2026 Workers' Compensation Group Retrospective Rating Program offered by the Ohio Public Treasurers Association and authorizes the City Administrator to execute any and all documents consistent with the enrollment in this program.

Section 2. The Finance Officer/Tax Commissioner is hereby authorized to pay the projected premium and any third-party administrator fees related to the City's participation in the Workers' Compensation Group Retrospective Rating Program.

Section 3. This 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 Resolution 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