

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Minutes – July 2, 2025
6. Committee and Official Reports
 - A. Civil Service Commission Mr. Coleman – Mrs. McNear – Mr. Dunigan
 - B. Rules and Laws Mr. Jacobs – Mr. Vanover
 - C. Finance Committee Mr. Vanover – Mrs. Webster
 - D. Planning Commission Mrs. Sullivan-Wisecup – Ms. McFarland
 - E. Board of Zoning Appeals Mr. Gleaves – Mr. Jacobs
 - F. Board of Health Ms. McFarland
 - G. Capital Improvements Mrs. Sullivan-Wisecup
 - H. O-K-I Mr. Anderson
 - I. Mayor’s Report Mayor Hawkins
 - J. Administrator’s Report Mr. Uhl – Ms. Morgan
 - K. Law Director’s Report Mr. Braun
 - L. Engineer’s Report Mr. Riggs
 - M. Rental Program Committee Mr. Vanover
 - N. Urban Farming Special Committee Ms. McFarland
 - O. Zoning Code Revision Committee Mr. Gleaves
7. Communications
8. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
9. Ordinances and Resolutions

Ordinance No. 29-2025 (Emergency)

AN ORDINANCE AMENDING SECTION 73.03 OF THE SPRINGDALE CODE OF ORDINANCES REGULATING PARKING AND DECLARING AN EMERGENCY

Ordinance No. 30-2025 (First Reading and Presentation)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF ADMINISTRATION AND COLLECTION OF MUNICIPAL EARNINGS TAX IN THE CITY OF SPRINGDALE, OHIO

Ordinance No. 31-2025 (Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A NATURAL GAS AGGREGATION AGREEMENT WITH AEP ENERGY, INC. AND DECLARING AN EMERGENCY

Ordinance No. 32-2025 (Emergency)

AN ORDINANCE REDUCING AND RECERTIFYING SPECIAL ASSESSMENTS LEVIED FOR THE PURPOSE OF CONSTRUCTING CERTAIN IMPROVEMENTS AND DECLARING AN EMERGENCY

Ordinance No. 33-2025 (Emergency)

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT WITH ENABLE INJECTIONS, INC. RELATED TO A JOB RETENTION AND CREATION INCENTIVE AGREEMENT AND DECLARING AN EMERGENCY

Ordinance No. 34-2025 (Emergency)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HUSAC PAVING AND EXCAVATING, INC. FOR THE SPRINGDALE INDUSTRIAL PARK CONCRETE REPAIRS AND CATCH BASIN RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

Resolution No. R14-2025

A RESOLUTION DECLARING THE NECESSITY OF IMPROVING DRIVEWAY APRONS IN THE PUBLIC RIGHT-OF-WAY AS PART OF THE SPRINGDALE INDUSTRIAL PARK CONCRETE REPAIRS AND CATCH BASIN RECONSTRUCTION PROJECT AND AUTHORIZING THE ASSESSMENT OF THE COSTS FOR THE IMPROVEMENTS ON CERTAIN LOTS AND PARCELS OF PROPERTY

Resolution No. R15-2025

A RESOLUTION AUTHORIZING THE FILING OF CONTINUING DISCLOSURES RELATED TO THE MARCH 2017 STREET IMPROVEMENT BONDS

10. Old Business
11. New Business
 - Second Annual Town Hall Q&A Meeting (*scheduling/discussion*)
12. Meetings and Announcements
13. Communications from the Audience (*Five minutes each speaker, Springdale Code §30.05*)
14. Recap of Legislative Items
15. Legislation in Development
16. Adjournment

City of Springdale Council

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

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

President Anderson 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 June 18, 2025, meeting were considered. Mr. Vanover made a motion to accept the minutes; Ms. Sullivan-Wisecup seconded. The minutes were approved with seven affirmative votes.

Proclamation – Kameron Mercer

Mayor Hawkins presented Kameron Mercer with a proclamation for Kameron Mercer Day which will be July 2, 2025. (applause)

Mr. Mercer: I appreciate you all with this opportunity. It means a lot. Just being from here. I've lived here for maybe nine years now, and I've spent my whole life; I went to Springdale Elementary. I've been in this building before. I know that they used to use this for evacuation or something like that, so, I've been here before. I just thank you all for this. It means a lot to me. Thank you. (applause)

Proclamation – Parks and Recreation Month

President Anderson: I think we're staying with Mayor Hawkins for Parks and Recreation Month.

Mayor Hawkins presented Charlie Wilson with a proclamation for the Parks and Recreation Department for Parks and Recreation Month for July 2025. (applause)

Committee and Official Reports

Civil Service Commission

Ms. Morgan: The Commission has not met since our previous Council meeting; therefore, there's no official report. However, I will share that the regularly scheduled Civil Service Commission meeting that was to be held tomorrow has been cancelled.

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

Ms. Sullivan-Wisecup: There is no report, but our July meeting for next week was cancelled, and we are anticipating an August meeting. Thank you.

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Board of Zoning Appeals

Mr. Jacobs: The Board of Zoning Appeals met on June 24th. All members were present, except one member was unable to attend. Mr. Gleaves informed that Chair that he would not be able to make it. There were two requests that were heard. Case # 20250730 was a request for a generator not in a back yard. It was at 557 West Kemper Road. It was a corner lot. There was a very limited backyard situation due to space and electrical service concerns. It was learned from the applicant that a power outage at the address could negatively affect some medical equipment they had, so the Board felt all those conditions set up a unique circumstance. The applicant satisfied the Building Department to the extent that they would add some foliage to cover up the generator even though it would be facing across the street on that corner lot. At the end of the day, the placement of the generator was farther from other residents where it was as opposed if it had been moved into the back yard, as a matter fact if it was put in the back yard it would not been within code. So, the Board unanimously granted that variance. The other case was # 20250773. It was a request for a variance by the City itself. The Public Works facility at 335 Northland Blvd. was asking for variances for two zoning violations; adding a brine tank pumphouse would be more than one accessory structure and in doing so it would exceed ten percent of the main building and size so there were two separate variances. The Board recognized it as a public service. It was a unique circumstance, and it would benefit the entire City, so both variances were approved, but they were done with separate votes. That was done unanimously. Lastly, the Board was tasked with nominating a member to serve on the new Zoning Code Revision Committee. One nomination was put forth. It was member Michelle Gilmore, and she received unanimous support. That concludes my report unless there's any questions.

Board of Health report	Ms. McFarland	-	No
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Capital Improvements report	Ms. Sullivan-Wisecup	-	No
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O-K-I

President Anderson: There's no report. We haven't met since our last meeting, but I will say the July meeting has been cancelled.

Mayor's Report

Mayor Hawkins: First up, the property formerly known as Cincinnati Mills Mall, or Forest Fair Mall, which we have had some discussion about in some prior months and the development that's going to go on there, initially the proposed plan involved three very large buildings on that site, and the concern for us is the abuts our residents that are on Bridgeport Lane in Beacon Hills. The latest proposed plan involves one building instead of three buildings as you see there. They still intend to address the privacy fence that goes along our residents on Bridgeport's backyard that abuts the property. The other thing that's significant, and while the building is still very significant in size, the other thing that is a positive is as of at least their initial plans, and this still has to

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Mayor Hawkins (continued): go through a planning process to be approved, does have a bit more of a setback in terms of as you can see where the building is in the diagram. The section that's marked "9" is where there could be some additional expansion in time, but, at least where things are situated right now, it gives a little bit more of a buffer space for our residents. The other thing that's significant as well is the primary aspect of parking is not abutting where our residents are as well. They've been very clear they want to have that circular path around the property which there's obviously been traffic that's gone around the back side of that property with the residents that have been there on Bridgeport since time in memoriam when they made that mall. But, to again not have trucks backing up there and have constant traffic back there is a plus. So, this is still a matter that's going through the process. I know that Forest Park's going to have their Planning Commission meeting on July 8th at 7:00 p.m. I'm not sure where they are with Fairfield, but Fairfield does have a Planning Commission meeting scheduled on July 9th at 6:00 p.m., and this is moving forward. I do want to say again, appreciate any and all consideration that the elected officials have given from Forest Park, Mayor Brown, as well as the City Officials from Fairfield. While they're not beholden to us, I think they have demonstrated they are giving us some consideration with our residents in regard to the situation we're in. Just want to say, "Thank you" to them and so there's an aerial shot of what that would look like. And, again, this building is consistent with the ones that we have over in Commerce Park. It is of significant size and any further setback away from our City line is helpful. So, we wanted to give you an update with regard to where that stands. Also, we want folks to know the pool will be open on the Fourth of July, and so folks should come out and celebrate Independence Day and splash around a little bit. There will be some special games going on and activities. It will also be the first opportunity where we're going to be giving away our shirts this year for Springdale and so if folks want to come out there will be other opportunities to come out and grab a free shirt as well. With that, that concludes my report.

Administrator's Report

Mr. Uhl: Happy to report and let everyone know that Kevin McKinney was selected as our Public Works Director. He started with us on Monday, so he was able to hit the ground running and was able to get caught up on a lot of different projects that are in motion and that are planned for this year. So, we are happy to have him with us. Secondly, our renovations have started. As you can see, the LED lights went in. There's a little bit of a flicker that is going to be addressed. They had a couple of control issues. They had to order some parts and pieces. To get them installed would require us to remove all of the seats again, so we didn't feel like this was the best week to do that. So, pardon the little bit of flickering that we have behind the dais tonight, but that will be resolved before our next meeting. And, the renovation is scheduled to begin on Monday, so we have contractors lined up to hit the ground running again on Monday to get everything wrapped up for our August 20th meeting. Thank you.

Law Director's Report

Mr. Braun

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No report

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Engineer's Report

President Anderson: Mr. Riggs is out this week so we can get caught up with him at our next meeting.

Rental Program Committee

Mr. Vanover: The Rental Committee is going to meet on July 23rd at 2:00 in Caucus Chamber immediately behind us.

Urban Farming Special Committee

Ms. McFarland: The Urban Farming Committee met just prior to this meeting. We had sent some legislation over to Planning Commission for review and they did send some questions back. So, we met and got some answers to those questions. We will present those at the August Planning Commission meeting as the July one has been cancelled, and then hopefully whatever they decide to do with that we will hear about late August then. That's it.

Communications

Ms. Browder: We do have a transfer for a liquor permit for Wawa. And I will defer to Mr. Uhl for any additional information.

Mr. Uhl: This is just a standard form that they will need us to approve their application to allow them to sell beer and liquor I believe.

President Anderson: And this is a TREX transfer?

Mr. Uhl: Correct. Transfer coming in.

President Anderson: Alright. Don't see any questions. If anyone has concerns or questions about this, this is your chance to speak up. We don't take votes on these, but if you have an objection, this is when you'd raise it. The only objection I have is I need them to open faster. I get a lot of questions about Wawa. They're making progress and we appreciate it but keep it moving.

Communications from the Audience - None

Ordinances and Resolutions

Ordinance No. 28-2025

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

Mr. Vanover made a motion to adopt Ordinance No. 28-2025; Ms. Sullivan-Wisecup seconded.

Ordinance No. 28-2025 passes with seven affirmative votes.

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Ordinance No. 29-2025

AN ORDINANCE AMENDING SECTION 73.03 OF THE SPRINGDALE CODE OF ORDINANCES REGULATING PARKING

President Anderson: Council, this was the first reading of Ordinance No. 29-2025. Are there any questions or discussion this evening?

Mr. Vanover: This is long overdue. A lot of this was discussed in Phase One of the Rental Committee, and I know with the implication come this passage down the road potential. I know Mr. Uhl will be thankful because of the early morning texts that he gets from me. It's mind boggling the number of people that park in yards, parking across the end of the driveways. The message seems to have gotten out in the "no parking" zone. We're happy to see and hear that. But this just gives us another arrow in our quiver to keep the quality of life up and I completely support and welcome it.

Mr. Gleaves: In regards to this ordinance, along Glensprings Drive, I've heard from numerous residents on that street about parking along the condos on the street. There's a grassy area or a berm and I was wanting some clarification if that has anything to do with relieving that situation on Glensprings and the term "berm" "landscape berm".

Mr. Uhl: The intent of this modification is to prevent people from parking in their yards so the definition of berm we can look into a little bit further, but, as far as the people that are parking over the curb and on into the right-of-way, I think in that grassy right-of-way area that's still prohibited. I understand why they do that for safety and whatnot, but this section does not apply to them.

President Anderson: So that's already prohibited.

Mr. Gleaves: Thank you.

Mayor Hawkins: And to your point, as was indicated by Mr. Uhl, it is covered, and we have been trying to crack down on that some more since that's been going on. We started out with those community pride notices and then after maybe 30 days or so those start turning into tickets. So, not that it's still a thing that we've got to constantly look at, but it is something that our Police Department is actively pursuing. And I want everybody to know too, obviously this red-line version is a little bit different than the one that you guys had. The primary addition is the number three trying to specify and differentiate between some of our other parking allowances and so as we discussed it prior to the meeting, we wanted to make sure that we added that in so there wasn't any confusion. Thank you.

President Anderson: As a follow-up to that, I know the original packet that went out included the older version, prior to reading. Is the updated exhibit is what's posted on the website, or, if not, can we make sure that it's updated? Thank you.

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Old Business

Mr. Jacobs: For Administration, and I'm not trying to be optimistic, I just know we won't meet for quite a bit. Is there any news on the mall development that you can share. Thank you.

Mr. Uhl: I did have a call today with Mitch from MarketSpace Capital. They are still working through the demolition contract. They initially anticipated demolition to occur some time the end of July or early part of August, however, they believe they're still about 90 days out. They are talking with a master developer as well to try and bring them on board as a partner on the project to kind of bring a cohesive project together. This is a new master developer. They've had some other conversations with some others. This is a local master developer, but he did not disclose who that was at this point in time because it's too early, but they are interested in the property as well. There's still interest, but we were all hoping to see some things come down this summer, but I think we're going to have to wait an extra month or so.

President Anderson: Thank you for that update. I know a lot of people ask questions about the mall, and there's always activity happening, it's just people don't see it. From what I understand, there's calls every week, if not every day about it.

New Business

Mrs. Webster: Before I go into my dissertation here for the Administration, it's like somebody's been reading my mind with that last ordinance. But here it goes. I have some concerns for the Administration. I assume everyone knows that Hooters has closed their doors permanently. They closed on the 23rd. On June 28th there were people working on cars in their parking lot. On Sunday, June 29th, there was a camper that was there until today, and they finally moved that. It was in the parking lot all those days, from Sunday until today. I don't want this to be like Forest Fair Mall where everyone is using this lot to park all the vehicles. I'm sure you all have been around there at Forest Fair Mall and know what it's like. Another concern I have is lack of enforcement regarding the number of cars, trucks, and so forth parked in the yards. There is a yard on a very visible street; a major thoroughfare that you would have to be blind in one eye and not be able to see out of the other one to notice this mess. And, lastly, I have been talking to people lately about the City. The main comment is that the City is going to hell and a handbasket. A couple of the residents I was talking to were born and raised here. And that's exactly how they feel about this City. And I, as a 61-year resident, feel very sad about that statement. Thank you very much.

President Anderson: To be clear, are there specific things that you're asking for Council or Administration to look into? I just want to make sure that we're taking your concern and acting on it if we need to. Were there specific actions, ordinances, or changes that you're asking Council or Administration to look into, or is this a general announcement?

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Mrs. Webster: I think most of it is the cars, the trucks, the way the yards are looking. And nothing seems to be done. It's there. I mean this house I'm speaking of has been like that for a year or two, and nobody does anything it seems, and that's very aggravating. And then the way the people that park in their neighborhoods, these particular people, they're parked in the grass, crooked, every way. It's all that kind of stuff that's tearing our City down. And, I have heard this from other people. A lot of people. They don't like the way things are going.

President Anderson: So, you're asking for more enforcement. You're not asking us to change the ordinances. You're not asking to create a new law other than the one we talked about this evening? Okay.

Mayor Hawkins: Thank you for your comments, Councilmember Webster. I will tell you that our Police Department and our Building Department are vigilant. They may not see everything all the time, but I say to everyone, if you see something, please call in so that it's on their radar so they can address it. I get messages. Mr. Vanover gives messages to Mr. Uhl. I'm sure everybody up here gets messages, so, if somebody sees something, I want them to please call in to the City so that we can take care of it and address that situation.

Mrs. Webster: Well, someone evidently called on Saturday when they were out there working on cars. I didn't, but somebody must have. A policeman came by, was there for ten to 15 minutes, I don't know what he was doing or saying, but then he left and then after awhile, then the mechanics left that were working on turning that into a car workplace. So, I mean and that camper there, where I think, but I don't know is that those Array Apartments, they don't have a lot of parking in the garage, and I think a lot of that is going to be overnight or out-of-town guests, and they're going to see this big open lot and they're going to pop their campers or whatever else down there. So, I should call every time I see something down there? Then, they might as well be parked down there permanently.

Mayor Hawkins: Like I said, we've got good folks working in our Building Department and Police Department. They're trying to address things. You see something, call it in. I did the exact same thing. I can't tell you how many times I see somebody who's got a tent over by the gym over by US Bank. It's a Saturday morning. I call it in. That's what we've got to do. So, we don't have 100 Police Officers on duty all the time to see everything, so we've got to call. And, so, I was going down someplace in West Chester, and on my way back there's two cruisers there, they're addressing the situation. So, we've just got to call in. Folks, we're going to do what we can in terms of enforcement, and I promise you there are situations where people see it, and they're addressing it in terms of our Building Department and our Police Department, but, if you see something, you call in, and then we'll go through and take care of it.

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Mrs. Webster: Well, is there any way, and I don't even know who owns the property at Hooters anymore, but is there any way that we, being the City, can require they put up gates? I sit there at night, and people come and go, and come and go, and come and go. Get out of their car, read the note on the door and leave. But it has continued since the 23rd of June. Is there any way that we can have them put up gates?

Mayor Hawkins: Gates on the entrance of the property?

Mrs. Webster: Gates to the entrance and the exit. I don't know. I'm just throwing that out there.

Mayor Hawkins: It would be a legislative thing that folks would have to go through and do. I think the one downside is it would make it look like its more of a dilapidated vacant thing, but if it's something that went through the Zoning Code and folks said, "Hey, we want to go change that." That would be the purview of folks on the dais.

President Anderson: The other thing I'll add. The one thing that we do have as a tool, now that it's a closed business, the nuisance property ordinance that we put together as part of the Rental Program Committee could still help. So, the more instances of calls that happen to that property adds to that counter that then would let us take additional steps to enforce the building owner. Right? So, that's that Nuisance Property ordinance that we put together. Depending on the number of calls that they get, those do count against them. So, the more infractions that happen at that facility does give us an opportunity to do more. So, that's also a tool that we have.

Mrs. Webster: It's like somebody was reading my mind when I wrote this. I didn't know all of this other stuff. Thank you.

Mr. Uhl: Just one thing, we can ask the property owners to, since the other restaurant behind it, the old Remington's as well, is vacant, to prevent some of these issues and overnight parking and whatever else. We can ask them. We can't mandate, but we can ask them to put up some type of closure that prevents people from pulling on to the parking lot.

Mrs. Webster: That other resident that's on top of Hooters, I don't think they're there anymore either.

Mr. Uhl: Yes. That's what I'm saying, since both of those are vacant, to prevent the issues that you had described; the overnight parking, and people just coming there to congregate, or work on a car or whatever else would alleviate some of those issues.

Mrs. Webster: Yes.

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Mr. Uhl: We'll work on that and see what we can do.

Mrs. Webster: It's only been a week, but it's been an annoying week.

Meetings and Announcements

Mr. Jacobs: The Board of Zoning Appeals will meet on July 22nd.

Ms. Sullivan-Wisecup: Planning Commission will meet on August 12th.

Mr. Vanover: I reiterate that the Rental Program Committee will meet July 23rd at 2:00 p.m.

President Anderson: And as a reminder for Council meetings, remember our next meeting in July has been cancelled, as well as our first meeting in August. So, our next meeting for City Council is August 20th unless there's some special circumstance that would require a special meeting.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I was addressed by Ordinance No. 28-2025; An Ordinance Declaring Certain City Property as Surplus Property and Authorizing the Sale, Disposal, or Transfer of Said Surplus Property. That received a second reading and seven affirmative votes. Item II was addressed by Ordinance No. 29-2025; An Ordinance Amending Section 73.03 of the Springdale Code of Ordinances Regulating Parking.

Legislation in Development

Mr. Jacobs: The remaining items are in development and will receive a first reading at that August meeting. Item III; An Ordinance Adopting Supplemental Appropriations and Estimated Receipts to Adjust Appropriations for Current Expenses and Other Expenditures and Adjust Estimated Receipts for the City of Springdale, Ohio During the Fiscal Year Ending December 31, 2025. Item IV will be before us in August; An Ordinance Reducing and Recertifying Special Assessments Levied for the Purpose of Constructing Certain Improvements and Declaring an Emergency. Item V will be before us; An Ordinance Authorizing the Mayor and City Administrator to Enter Into an Agreement with the Best Bidder for the Springdale Industrial Park Concrete Repair and Catch Basin Reconstruction Project and Declaring an Emergency. Item VI will receive a first reading in August; A Resolution Declaring the Necessity of Improving Driveway Aprons in the Public Right-of-Way as Part of the Springdale Industrial Park Concrete Repair and Catch Basin Reconstruction Project and Authorizing the Assessment of the Costs for the Improvements on Certain Lots and Parcels of Property. Item VII will be at our August meeting; A Resolution Authorizing the Filing of Continuing Disclosures with

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Mr. Jacobs (continued): the Municipal Securities Rulemaking Board Related to the March 2017 Street Improvement Bonds. And lastly for our next meeting, Item VIII; An Ordinance Authorizing the Mayor and City Administrator to Execute an Agreement with the Regional Income Tax Agency (RITA) to Participate in the Regional Council of Governments for the Purpose of Administration and Collection of Municipal Income Tax in the City of Springdale, Ohio. Unless anything else is forthcoming, that is what we have.

Adjournment

President Anderson: All that's left before us is Item 17.

Ms. Sullivan-Wisecup: Move to adjourn.

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

Council adjourned at 7:37 p.m.

Respectfully submitted,

Nicole Browder
Clerk of Council

Minutes Approved:
Jeffrey Anderson, President of Council

_____ 2025

ORDINANCE NO. 29-2025

**AN ORDINANCE AMENDING SECTION 73.03 OF THE SPRINGDALE
CODE OF ORDINANCES REGULATING PARKING AND DECLARING
AN EMERGENCY**

WHEREAS, the Council of the City of Springdale, Ohio (“Council”), has previously adopted certain regulations that govern parking within the City of Springdale; and

WHEREAS, Council seeks to revise Section 73.03 to address parking on non-permeable surfaces and overnight parking in municipal parking lots.

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

Section 1. Section 73.03 of the Springdale Code of Ordinances shall be amended in relevant part as indicated in the attached Exhibit A which is incorporated herein by reference.

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.

Section 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is to enact and adopt the amendments at the earliest possible date for the immediate implementation and enforcement of the updated parking regulations to address current public safety concerns and enforcement inefficiencies.

Passed this ____ day of August, 2025.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

EXHIBIT A ORDINANCE 29-2025

§ 73.03 (4511.68) PROHIBITED STANDING OR PARKING PLACES.

(A) No person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or to comply with the provisions of this title, or while obeying the directions of a police officer or a traffic-control device, in any of the following places:

- (1) On a sidewalk, except as provided in division (B) of this section;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within ten feet of a fire hydrant;
- (5) On a crosswalk;
- (6) Within 20 feet of a crosswalk at an intersection;
- (7) Within 30 feet of, and upon the approach to, any flashing beacon, stop sign, or traffic-control device;
- (8) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by a traffic-control device;
- (9) Within 50 feet of the nearest rail of a railroad crossing;
- (10) Within 20 feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within 75 feet of the entrance when it is properly posted with signs;
- (11) Alongside or opposite any street excavation or obstruction when such standing or parking would obstruct traffic;
- (12) Alongside any vehicle stopped or parked at the edge or curb of a street;
- (13) Upon any bridge or elevated structure upon a highway, or within a highway tunnel;
- (14) At any place where signs prohibit stopping;
- (15) Within one foot of another parked vehicle;
- (16) On the roadway portion of a freeway, expressway, or thruway.
- (17) It shall be unlawful for any person to park or store any motor vehicle on any grass area, lawn, landscaped berm, or other unpaved surface located within the front or side yard of any property in a residential, business, or commercial district, provided that:
 1. The property includes a paved driveway, established paved parking area, or paved display lot available for vehicle parking; or

EXHIBIT A
ORDINANCE 29-2025

2. Parking is available on an adjacent, paved lot that is both accessible and authorized for such use in accordance with Section 153.302(A)(5).

 3. This section shall not apply to those motor vehicles permitted to be parked on the side yard of residential property under Section 153.252(F)(8)(d) of the Code.
- (18) Overnight parking in City-owned parking lots and parks is prohibited unless a special permit has been issued. Special permits may only be granted and authorized by the Mayor or City Administrator.

(Ord. 16-1975, passed 2-19-75)

(B) A person is permitted, without charge or restriction, to stand or park on a sidewalk a motor-driven cycle or motor scooter that has an engine not larger than 150 cubic centimeters, a low-speed micromobility device, or a bicycle or electric bicycle, provided that the motor-driven cycle, motor scooter, low-speed micromobility device, bicycle, or electric bicycle does not impede the normal flow of pedestrian traffic. This division does not authorize any person to operate a vehicle in violation of R.C. § 4511.711, or any substantially equivalent municipal ordinance.

(C) Except as otherwise provided in this division, whoever violates division (A) of this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(R.C. § 4511.68) (Rev. eff. with 2022 S-24) Penalty, see § 70.99

ORDINANCE NO. 30-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF ADMINISTRATION AND COLLECTION OF MUNICIPAL EARNINGS TAX IN THE CITY OF SPRINGDALE, OHIO

WHEREAS, the City of Springdale, Ohio (the “City”) operates a Tax Department for the purpose of collection and administration of an earnings tax levied in accordance with Chapter 94 of the Springdale Code of Ordinances; and

WHEREAS, the City desires to partner with an outside agency to administer the tax ordinances of the City and to act as its agent in the collection of taxes; and

WHEREAS, a Regional Council of Governments was created pursuant to Chapter 167 of the Ohio Revised Code to foster cooperation between municipalities; and

WHEREAS, the creation of the Regional Council of Governments was primarily to establish a central collection facility known as the Regional Income Tax Agency (“RITA”) for the purpose of administering the earnings tax laws of the various participating members; and

WHEREAS, the Council of the City of Springdale, Ohio (the “Council”) finds it to be in the best interests of the City to join the Regional Council of Governments for the purpose of having RITA administer the City’s tax ordinances.

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

Section 1. That the Mayor and City Administrator are hereby authorized to enter into an agreement with a Regional Council of Governments for the purpose of administration and collection of municipal earnings tax in the City of Springdale, Ohio through the Regional Income Tax Agency (the “Agreement”).

Section 2. That the Finance Officer/Tax Commissioner is hereby appointed as the City’s representative to the Regional Council of Governments, and the Assistant City Administrator is hereby designated as the alternate, as required by the Agreement.

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

Passed this ___ day of September, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

ORDINANCE NO. 31-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A NATURAL GAS AGGREGATION AGREEMENT WITH AEP ENERGY, INC. AND DECLARING AN EMERGENCY

WHEREAS, the Ohio General Assembly enacted natural gas deregulation legislation which authorized the legislative authorities of municipal corporations to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, the City of Springdale (the “City”), with approval of the voters, established an opt-out natural gas aggregation program in order to provide negotiated rates to the City’s businesses and residents; and

WHEREAS, the City successfully completed and submitted to the State of Ohio all required paperwork to become a certified Competitive Natural Gas Service Provider to provide governmental aggregation services within the State of Ohio.

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

Section 1. That the Mayor and City Administrator are hereby authorized and directed to enter into a Government Aggregation Master Retail Natural Gas Supply Agreement with AEP Energy, Inc. to supply the City’s natural gas aggregation program.

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

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for the emergency is to lock in the best gas rate available for the City at the earliest possible date.

Passed this ____ day of _____, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date



CONFIDENTIAL

GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Government Aggregation Master Retail Natural Gas Supply Agreement (“Agreement”) is entered into as of the following date: August ___, 2025 (“Effective Date”). The parties are the following:

<p>AEP Energy, Inc. (“AEP Energy”)</p>	<p>City of Springdale, Ohio (“Government Aggregator”)</p> <p>Federal Tax ID: 31-6010111</p>
<p><u>Address for Notices:</u></p> <p>1 Riverside Plaza 20th Floor Columbus, OH 43215 Attn: Legal Department</p> <p>Toll Free number: 1-877-726-0214 AEPenergy.com/help</p>	<p><u>Address for Notices:</u></p> <p>11700 Springfield Pike Springdale, Ohio 45246 Attn: Brian Uhl, City Administrator</p> <p>Phone: 513-346-5700</p>

GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio (“PUCO”) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Natural Gas Service (“CRNGS”) Provider to sell competitive retail natural gas service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an “Attachment”) shall form a single agreement between the parties (collectively referred to as this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 **Government Aggregator Obligations.** The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail natural gas supply sales for the duration of this Agreement pursuant to Section 4929.26, et. seq. of the Ohio Revised Code and rule 4901: 1-27-01, et. seq., of the Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the “Opt-out Aggregation Program” or “Program”). The Government Aggregator shall designate AEP Energy as the CRNGS Provider of record for purpose of supplying competitive retail natural gas service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan (the “Plan”) in accordance with the Ohio Revised Code and the Plan has been filed with the PUCO. In coordination with the Government

Aggregator, AEP Energy may send out enrollment forms to the prospective Customers (as hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail natural gas service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail natural gas service supply arrangement with a CRNGS Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to “opt-out” and by responding to related inquiries with factual information about the services.

1.2 Opt-out and Required Customer Notifications. The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their NGDC (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program (“Customers”) shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term (“Refresh Opt Outs”), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local natural gas public utility or any successor distribution company or entity responsible for distribution and delivery of natural gas to customers (“NGDC”) and the Government Aggregator’s jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the NGDC’s service territory and Government Aggregator’s jurisdictional territory, a “Newly Eligible Customer”) will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer’s same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 Customer Historical Consumption and Consumption Forecast Information. The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical consumption and consumption forecast information, related to the Customer’s usage, from the NGDC or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the NGDC in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the NGDC system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each Customer the commodity portion of its natural gas supply service (the “Retail Natural Gas Supply”). The Retail Natural Gas Supply is delivered to the NGDC’s distribution system’s interconnection point (each, a

“Delivery Point”), and the relevant NGDC is responsible for delivery of the Retail Natural Gas Supply to each Customer’s meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the NGDC will provide distribution services to such delivery point. To the extent that any services or requirements are provided by the NGDC, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the NGDC, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Natural Gas Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRNGS by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 Customer Service Requests. Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, service maintenance, metering, service billing or other similar NGDC related concerns should be addressed directly with the NGDC.

1.6 Customer Affirmative Consent Enrollment. The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator’s jurisdictional territory by affirmative consent in accordance with rule 4901:1-29-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. “Billing Cycle” means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the NGDC, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the NGDC has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Customers enrolled in the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRNGS or will be switched to NGDC service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis

based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Change in Law or Regulation. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy may pass through to Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The NGDC will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the NGDC or to select an alternate CRNGS Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail natural gas service and related services to the Customers, and shall arrange for distribution service to the Customers by the NGDC.

3.2 Customer Pricing. During the Term, AEP Energy shall provide competitive retail natural gas service and related services to all Customers at the price set forth on the relevant Attachment A (the "Price").

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Pass-through Costs.

Each Customer shall be responsible for payments to the NGDC and shall be solely responsible for late charges, interests, or penalties imposed by the NGDC as a result of such Customer's failure to timely pay the NGDC

charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the NGDC and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the NGDC and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer's failure to pay these obligations in a timely fashion.

4.2 Billing. Consolidated billing shall be provided to Customers directly by the NGDC based upon the NGDC's meter read and Billing Cycle(s) for Customers. Such bills will contain both NGDC and AEP Energy charges. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the NGDC's tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 Force Majeure. If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the NGDC to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel or natural gas, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to a Customer in the event the NGDC disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the NGDC's facilities, or to maintain the safety and reliability of the NGDC's system, or due to emergencies, forced outages, or Force Majeure or for any other reason permitted by the NGDC's tariff or any other acts or omissions of the NGDC.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL NATURAL GAS SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL

NATURAL GAS SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE NGDC, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF NGDC'S DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator. Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRNGS provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a party to this Agreement, and no action taken by Government Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply

competitive retail natural gas service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the "Discloser") provided under or in connection with this Agreement, including the terms and provisions of this Agreement ("Confidential Information"), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the "Recipient") determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the "Public Records Act"), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate with the Discloser's efforts, at the Discloser's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

ARTICLE 10 - MISCELLANEOUS

10.1 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 Entire Agreement. No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Natural Gas Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 Waivers. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 Assignment. This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 Forward Contract. The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 Press Releases. Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve any press releases in connection with this Agreement prior to publication or release.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

AEP ENERGY, INC.

By: _____
Name:
Title:

CITY OF SPRINGDALE, OHIO

By: _____
Name:Lawrence C. Hawkins, III
Title:Mayor

By: _____
Name:Brian C. Uhl
Title:City Administrator

ATTACHMENT A:

**GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT
CUSTOMER PRICING AND ADDITIONAL TERMS**

Attachment A to Government Aggregation Master Retail Natural Gas Supply Agreement

Between

City of Springdale, Ohio and AEP Energy, Inc.

Term:

Twelve (12) months, expected to begin on or around the relevant October 2025 meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such twelve (12) month-term), subject to the timing of (i) the available meter read date(s), as determined by the NGDC, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the NGDC has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Residential (RS): Commodity portion of natural gas service equal to \$ _____ per Ccf, as adjusted for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion and any TCo Tariff Rate Change

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$ _____ per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle.

In connection with (1) the NGDC's conversion to a Standard Service Offer (SSO) Service model, as approved by the Public Utilities Commission of Ohio (PUCO) in December 2024 (the "SSO Service Conversion"), and (2) any change to Columbia Gas Transmission's final approved tariff rates, including, without limitation, for storage and transportation costs, as compared to its settlement rates ("TCo Tariff Rate Change"), the parties agree that AEP Energy will pass through, in a commercially reasonable manner at no additional mark-up and in consultation with the Government Aggregator's consultant, a price adjustment for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion, including, without limitation, related to the cost of interstate/intrastate capacity released by the NGDC to AEP Energy, or the TCo Tariff Rate Change.

Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Commercial (consumption less than 5,000 Ccf or 500 Mcf annually): Commodity portion of natural gas service equal to \$ _____ per Ccf, as adjusted for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion and any TCo Tariff Rate Change

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$ _____ per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle.

In connection with (1) the NGDC's conversion to a Standard Service Offer (SSO) Service model, as approved by the Public Utilities Commission of Ohio (PUCO) in December 2024 (the "SSO Service Conversion"), and (2) any change to Columbia Gas Transmission's final approved tariff rates, including, without limitation, for storage and transportation costs, as compared to its settlement rates ("TCo Tariff Rate Change"), the parties agree that AEP Energy will pass through, in a commercially reasonable manner at no additional mark-up and in consultation with the Government Aggregator's consultant, a price adjustment for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion, including, without limitation, related to the cost of interstate/intrastate capacity released by the NGDC to AEP Energy, or the TCo Tariff Rate Change.

Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.
- Provide to Government Aggregator's consultant, Energy Alliances, Inc. ("Energy Alliances"), the reasonably-requested information for the annual report of intrastate gross revenues under Ohio Revised Code 4905.10 and 4911.18 and annual report under Ohio Revised Code 4929.20 on behalf of Government Aggregator.
- Government Aggregator directs AEP Energy to pay a fee (in an amount as mutually agreed in writing between AEP Energy and Energy Alliances) per Ccf delivered and paid for under the Program to Energy Alliances for services provided.

ORDINANCE NO. 32-2025

AN ORDINANCE REDUCING AND RECERTIFYING SPECIAL ASSESSMENTS LEVIED FOR THE PURPOSE OF CONSTRUCTING CERTAIN IMPROVEMENTS AND DECLARING AN EMERGENCY

WHEREAS, pursuant to a petition dated July 27, 2006 and filed by the owners of the benefited properties (the "Petition"), Council of the City of Springdale ("Council") adopted Resolution No. 11-2006 on August 2, 2006 declaring the necessity of acquiring and constructing the improvements described in such Resolution and has adopted the assessments with respect to such improvements prepared and filed with the Clerk of Council and by Ordinance No. 41-2006 adopted on August 2, 2006, determined to proceed with said improvements; and

WHEREAS, in accordance with the Petition, the improvements identified in such Resolution No. 11-2006 and Ordinance No. 41-2006 (collectively the "Improvements") have been acquired and constructed on behalf of the City of Springdale (the "City") and in cooperation with the Port of Greater Cincinnati Development Authority (the "Port Authority"); and

WHEREAS, pursuant to Chapter 727 of the Ohio Revised Code, the City authorized the assessments be levied and collected for the Improvements; and

WHEREAS, by the adoption of Ordinance No. 42-2006 on August 2, 2006, Council levied special assessments against benefited properties and certified those assessments to the Hamilton County Auditor for collection; and

WHEREAS, the Tax Increment and Special Assessment Financing Cooperative Agreement entered into by and among the City, the property owners and the Port Authority (the "Cooperative Agreement"), dated October 1, 2006 requires the assessments be reduced in accordance with the Cooperative Agreement, which includes reductions for the amount of service payments in lieu of taxes collected pursuant to section 5709.42 of the Ohio Revised Code and other available funds; and

WHEREAS, the City has received the report of the Administrator, as defined in the Cooperative Agreement, detailing the amount of service payments in lieu of taxes and other funds to be available during 2025 and 2026 for the purpose of making debt service payments and indicating the amount by which the special assessments to be collected should be reduced for the 2026 collection year; and

WHEREAS, this Council determines that the assessments previously levied and certified to the County Auditor for the 2026 collection year should be reduced and recertified in accordance with the Administrator's report.

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

Section 1. That the assessments of the cost and expense of the Improvements plus Administrative Expenses, which were previously certified for the 2026 collection year by Council to the Hamilton County Auditor's Office for parcel numbers and in the amounts as set forth in the attached Exhibit A which is incorporated herein by reference, shall be reduced and recertified to the Hamilton County Auditor and shall be levied and collected for collection year 2026 in the amounts set forth on the attached Exhibits B and C which document the special assessment activity from 2007 to 2026 and is included for informational purposes only.

Section 2. The Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within fifteen days after its adoption and on or before September 8, 2025.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to reduce the assessments at the earliest possible date consistent with the schedule agreed to by the City.

Passed this 20th day of August, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of an Ordinance adopted on the ____ day of August, 2025, and that on the ____ day of _____, 2025, a date on or before September 8, 2025, a true and correct copy of such Ordinance was filed with the County Auditor.

Clerk of Council/Finance Director

RECEIPT

The undersigned hereby acknowledges receipt of the foregoing Ordinance.

County Auditor

Dated:

ORDINANCE NO. 32-2025

EXHIBIT A

ASSESSMENTS AS ORIGINALLY CERTIFIED TO THE COUNTY AUDITOR

**SPECIAL ASSESSMENT ROLL
ANNUAL ASSESSMENTS**

City of Springdale, County of Hamilton
State of Ohio
Tax Parcel 599-30-426

Year Assessments Collected	Principal	Bond Service Charges and Administrative Expenses	Annual Assessment	Service Payments In Lieu of Taxes (Credit)	Annual Assessment to be Collected
		(a)		(b)	(c)
2007	\$265,000	\$1,770,598	\$2,035,598	(\$1,997,513)	\$38,084
2008	\$275,000	\$1,347,135	\$1,622,135		
2009	\$285,000	\$1,309,644	\$1,594,644		
2010	\$295,000	\$1,270,787	\$1,565,787		
2011	\$305,000	\$1,230,565	\$1,535,565		
2012	\$320,000	\$1,188,951	\$1,508,951		
2013	\$330,000	\$1,145,312	\$1,475,312		
2014	\$340,000	\$1,100,307	\$1,440,307		
2015	\$355,000	\$1,053,911	\$1,408,911		
2016	\$370,000	\$1,005,465	\$1,375,465		
2017	\$380,000	\$954,993	\$1,334,993		
2018	\$395,000	\$903,131	\$1,298,131		
2019	\$410,000	\$849,218	\$1,259,218		
2020	\$425,000	\$793,255	\$1,218,255		
2021	\$445,000	\$735,217	\$1,180,217		
2022	\$460,000	\$674,468	\$1,134,468		
2023	\$475,000	\$611,669	\$1,086,669		
2024	\$495,000	\$546,795	\$1,041,795		
2025	\$515,000	\$479,186	\$994,186		
2026	\$530,000	\$408,866	\$938,866		
2027	\$550,000	\$336,472	\$886,472		
2028	\$570,000	\$261,344	\$831,344		
2029	\$595,000	\$183,455	\$778,455		
2030	\$615,000	\$102,171	\$717,171		
Total	\$10,000,000	\$20,262,914	\$30,262,914	(\$1,997,513)	\$38,084

(a) Bond service charges and administrative expenses include interest on the bonds at fixed or variable rates, in effect from time to time; letter of credit costs issued to secure repayment of the bonds; reserve funds, replenishment of reserve funds, letter of credit costs issued in lieu of a reserve fund; Port Authority administrative costs and annual fees; trustee fees and expenses; financial administrator fees and expenses; remarketing fees and expenses; legal fees; and all other usual and customary cost of issuance fees and expenses.

(b) Calculation of the credit for Year Assessments Collected 2007 shown in Exhibit C-2. Calculation for subsequent years will be done on an annual basis.

(c) Calculation of Annual Assessment to be Collected is equal to Annual Assessments less Credit, calculated on an basis.

ORDINANCE NO. 32-2025

EXHIBIT B

**Port of Greater Cincinnati Development Authority
Phase II Springdale Public Infrastructure Project**

Special Assessments to be Collected in 2026

Parcel ID	Principal Portion of the Special Assessment (Before 2026 Collection)	Balance of Total Annual Assessments (Before 2026 Collection)	Gross Annual Assessments (Collection Year 2026)	Special Assessment Reduction Amount (Collection Year 2026)	Annual Required Assessments (Collection Year 2026)	Balance of Total Annual Assessments (After 2026 Collection)
599-0030-0429-00 ¹	\$2,860,000	\$4,152,308.43	\$938,866.27	(\$764,462.80)	\$174,403.47	\$3,213,442.16
Total:	\$2,860,000	\$4,152,308.43	\$938,866.27	(\$764,462.80)	\$174,403.47	\$3,213,442.16

¹ As described in the related Administrator’s report, the Assessed Lands initially consisted solely of the Pictoria Parcel (Parcel ID 599-0030-0426-00), which was split into the Pictoria Tower Parcel and the Western Plaza Parcels. The Administrator has determined that the Western Plaza Parcels are not specially benefited by the improvement petitioned for by the owner. Accordingly, the Assessed Lands currently consist solely of the Pictoria Tower Parcel (Parcel ID 599-0030-0429-00).

ORDINANCE NO. 32-2025

EXHIBIT C

ASSESSMENTS AS CERTIFIED

**Port of Greater Cincinnati Development Authority
Phase II Springdale Public Infrastructure Project**

**Special Assessment Roll
Annual Assessments**

Year Assessments Collected	Principal	Bond Service Charges and Administrative Expenses	Annual Assessment	Special Assessment Reduction Amount	Annual Assessment to be Collected
2007	\$265,000	\$1,770,598	\$2,035,598	(\$1,997,514.00)	\$38,084
2008	\$275,000	\$1,347,135	\$1,622,135	(\$1,328,411.00)	\$293,724
2009	\$285,000	\$1,309,644	\$1,594,644	(\$1,391,608.00)	\$203,037
2010	\$295,000	\$1,270,787	\$1,565,787	(\$1,148,333.00)	\$417,454
2011	\$305,000	\$1,230,565	\$1,535,565	(\$1,436,750.00)	\$98,814
2012	\$320,000	\$1,188,951	\$1,508,951	(\$1,356,803.00)	\$152,148
2013	\$330,000	\$1,145,312	\$1,475,312	(\$1,294,524.00)	\$180,787
2014	\$340,000	\$1,100,307	\$1,440,307	(\$1,262,305.00)	\$178,002
2015	\$355,000	\$1,053,911	\$1,408,911	(\$1,262,099.00)	\$146,812
2016	\$370,000	\$1,005,465	\$1,375,465	(\$1,143,195.00)	\$232,270
2017	\$380,000	\$954,993	\$1,334,993	(\$1,029,059.00)	\$305,934
2018	\$395,000	\$903,131	\$1,298,131	(\$979,472.00)	\$318,659
2019	\$410,000	\$849,218	\$1,259,218	(\$1,197,829.00)	\$61,389
2020	\$425,000	\$793,255	\$1,218,255	(\$1,145,955.00)	\$72,300
2021	\$445,000	\$735,217	\$1,180,217	(\$1,180,217.00)	\$0
2022	\$460,000	\$674,468	\$1,134,468	(\$1,060,642.00)	\$73,825
2023	\$475,000	\$611,669	\$1,086,669	(\$954,981.00)	\$131,687
2024	\$495,000	\$546,795	\$1,041,795	(\$1,000,842.00)	\$40,953
2025	\$515,000	\$479,186	\$994,186	(\$642,228.81)	\$351,956.92
2026	\$530,000	\$408,866	\$938,866	(\$764,462.80)	\$174,403.47
2027	\$550,000	\$336,472	\$886,472		
2028	\$570,000	\$261,344	\$831,344		
2029	\$595,000	\$183,455	\$778,455		
2030	\$615,000	\$102,171	\$717,171		
Total:	\$10,000,000	\$20,262,914	\$30,262,914	(\$23,577,230.98)	\$3,472,240.96

ORDINANCE NO. 33-2025

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT WITH ENABLE INJECTIONS, INC. RELATED TO A JOB RETENTION AND CREATION INCENTIVE AGREEMENT AND DECLARING AN EMERGENCY

WHEREAS, Enable Injections, Inc., requested assistance from the City of Springdale (the “City”) in the form of an incentive to encourage job retention and creation; and

WHEREAS, the City provided the requested local incentive pursuant to the terms of a forgivable line of credit provided for in the agreement between Enable Injections, Inc. and the City (the “Agreement”); and

WHEREAS, in order to accommodate Enable Injections, Inc. timetable for commencing operations, the City seeks to enter into an amended Agreement.

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

Section 1. That the Mayor is hereby authorized to enter into an amended agreement with Enable Injections, Inc. related to local job retention and creation that extends the deadline for the company to commence operations in the City (the “Amended Agreement”). A copy of the Amended Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Officer/Tax Commissioner is hereby authorized to make payments to Enable Injections, Inc. pursuant to the terms of the Amended Agreement.

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

Section 4. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to execute the amended agreement so the City can extend deadlines and see benefits from its terms at the earliest possible date.

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

Passed this _____ day of August, 2025.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

EXHIBIT A
ORDINANCE 33-2025

AMENDED AGREEMENT

THIS AMENDED AGREEMENT, made and entered into this ____ day of August, 2025 by and between the City of Springdale, a charter city organized and existing under the laws of the State of Ohio, (the “City”), and Enable Injections, Inc., a Delaware Corporation, (the “Company”).

WHEREAS, the Company desires to occupy a facility located at 1110 Strategic Parkway, Springdale, Ohio 45246 within the City of Springdale (the “Springdale Facility”); and

WHEREAS, the Company expects to relocate operations to Springdale and create and maintain jobs at the Springdale Facility from the date hereof through 2037; and

WHEREAS, Article VIII, Section 13 of the Ohio Constitution grants municipalities the authority to give financial assistance to private industry in order to create new employment within this state; and

WHEREAS, the Company has requested that the City provide certain financial assistance to the Company to enable it to create and retain new jobs in Springdale and specifically at the Springdale Facility; and

WHEREAS, the Company has provided to the City certain information regarding the Company, including employment and payroll information, and such other information as may have been requested by the City to facilitate its review and approval of the request (which collective information is hereafter referred to as the “Application”); and

WHEREAS, the City believes that the provision of financial assistance to the Company as contemplated under this Agreement will have a significant direct impact within the Springdale community through the relocation, creation, and maintenance of job opportunities within the City and strengthening the economic welfare of the City.

WHEREAS, the parties are entering into this Amended Agreement to accommodate the date for the Company to commence operations in the City (the “Agreement”).

NOW, THEREFORE, in consideration of mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. This Agreement sets forth the details upon which the City will provide to the Company a municipal financial incentive (“Incentive”) to enable the Company to relocate, create, and maintain employment opportunities and positions (“Jobs”) within the City. The Incentive is based on the Company’s estimate of payroll to be relocated, created and maintained at the Springdale Facility and the earnings tax revenue to be generated from such new payroll in the City. New payroll may be derived from employees of the Company or any affiliated entity. Subject to the terms and conditions of this Agreement, the City will distribute the Incentive to the Company in the manner set forth in this Agreement.

2. Company hereby represents to the City that the Application is true and correct in all material respects and that all estimates of the payroll to be relocated, created, and maintained as set forth in Exhibit 1 are based upon commercially reasonable projections. In the event of any change to the Application, or any information comprising the Application, the Company shall promptly advise the City of such change.

If requested, the Company shall provide to the City appropriate corporate resolutions (if a corporation), written authorization of all members/partners (if a limited liability company/partnership), or such other documentation as may be necessary to evidence that the Company has authorized the terms of this Agreement.

3. Subject to compliance by the Company with the terms and conditions of this Agreement, the City shall make available to the Company a line-of-credit as shown in Column E of Exhibit 1 attached hereto. The Company shall have the right to make the annual line-of-credit draws (hereinafter referred to as the “Line-of-Credit Draw”) in the annual amounts shown in Column E of Exhibit 1 attached hereto. The first draw shall be payable on or before the first business day of July 2026, and on the 1st business day of July of each calendar year thereafter until 2037, except in those Project Years where “No Draw This Year” is indicated in Column E of Exhibit 1, which is the final Line-of-Credit Draw to which the Company may be entitled under this Agreement. The Company shall be eligible to make each annual draw only subject to the terms of this Agreement. The total line-of-credit made available may be greater or less than the total shown in Column E of Exhibit 1 based on company performance during the term of the Agreement, as provided in Section 4 below.
4. The Line-of-Credit Draw is made available by the City in reliance on the Company relocating, creating and maintaining jobs within the City and generating income and payroll resulting in increased income tax revenue for the City. The “Annual Payroll” anticipated to be generated at the Springdale Facility for years 2025 through 2037, is defined as the “Total Payroll” as set forth in Column A for Agreement Year 1, or as “Net Payroll” as set forth in Column C for all other Agreement Years), of Exhibit 1, attached hereto and incorporated herein by reference. For each year that the Company satisfies the Annual Payroll, the Company shall be eligible to make the Line-of-Credit Draw as provided in Section 3 hereof. The City shall forgive each installment of the Line-of-Credit Draw simultaneously with the issuance of each annual installment of the Line-of-Credit Draw.

The Company must achieve a minimum Annual Payroll of \$8,436,000 for each calendar year to be eligible to receive the minimum Line-of-Credit Draw of \$101,232 (Column E of Exhibit 1). During the term of the agreement, the Line-of-Credit Draw received will correlate to the Annual Payroll achieved by the Company during any calendar year. The City will pay the Company based on the amount achieved, regardless of what year in which it is achieved. If the Company does not

meet the above-mentioned minimum Annual Payroll in any given year, the Company will not be eligible to receive the Line-of-Credit Draw for that year.

Satisfaction of the Annual Payroll shall be determined on an annual basis as of December 31 of each year, beginning with December 31, 2025. If the City determines that the Company has met the minimum Annual Payroll, the City shall disburse and simultaneously forgive the Line-of-Credit Draw on or before the first business day of July of the following year, provided the information requested in Paragraph 5 below has been received by the City.

Employees in Ohio have the ability to file a tax refund seeking a credit or partial credit for work they performed outside the City for which City taxes were withheld by the Company and which they believe was not subject to the City's income taxing authority. These credits or partial credits reduce the actual Total Payroll for the Company in any three subsequent Project Year period. As such, starting in Project Year 2, the City shall review all credits or partial credits awarded to Employees of the Company during the prior Project Year period to determine the actual Annual Payroll of the Company under this Agreement for that year. The first review in Project Year 2 shall be for employee refunds filed for Project Year 1. Any reduction in the Total Payroll as a result of employees of the Company receiving credits or partial credits shall result in the Company's actual Total Payroll for the current year being reduced by that credited amount and subtracted from the Company's Total Payroll in the lookback year. In the final year of the term of the Agreement, no funds shall be permitted to be drawn on the Line-of-Credit by the Company until after the expiration of the three-year period permitting the award of credits or partial credits for that Project Year so the actual Total Payroll for that year can be determined by the City.

For purposes of this Agreement, "payroll" shall mean the total payroll of the Company for all employees regularly occupying the Springdale Facility including permanent, temporary, full-time, part-time, leased employees, or employees provided by a staffing service performing business for the Company, which payroll is subject to the City income tax, computed in accordance with generally accepted accounting principles and applied on a consistent basis from year to year pursuant to the City's tax code.

5. By March 1, following the end of each Project Year, the Company shall provide to the City payroll records in form and content satisfactory to the City validating and supporting the amount of the Line-of-Credit Draw. For purposes of this Agreement, the term "Project Year" shall mean a twelve-month period beginning January 1st and ending December 31st of each calendar year during the term of this Agreement. In the event services are provided by a third-party, the Company shall cause such third-party to provide such documentation to the City at the Company's sole cost.
6. The City shall have the right to reasonably review the books and records of the Company specifically relating to City employment and payroll. Any such records will be made available at the Company's offices and subject to a confidentiality

agreement as mutually acceptable to the Company and the City.

7. The term of this Agreement shall commence upon execution hereof and shall continue until July 1, 2037 unless earlier terminated as provided herein. If the Company, fails to occupy the Springdale Facility within a year of the execution of this Agreement, ceases to do business, either entirely or no longer conducts business at the Springdale Facility or another facility located within the City of Springdale, the City may terminate this Agreement upon immediate written notice and the Company shall have no further rights under the remaining Line-of-Credit. By agreeing to extend the time for the Company to commence operations in this amended agreement, the City is not waiving any rights to collect any and all funds due to the City from Company at any time under the terms of this Agreement.

If the Agreement is terminated prior to July 1, 2037, the Company shall reimburse to the City up to a maximum amount of \$850,000. The actual amount of repayment to the City shall be calculated by subtracting the amount of accumulated Net Payroll Taxes collected by the City for employment at the project location from \$850,000 to derive the amount due to be repaid to the City. Net Payroll Taxes are defined as the total annual employee payroll taxes retained by the City after the annual payment of the Line-of-Credit as defined in Section 4 of this Agreement. For clarity, the calculation to determine reimbursement to the City in case of termination of this Agreement under this section shall be:

\$850,000.00 minus Net Payroll Taxes collected by City from commencement of this Agreement to date of termination equals reimbursement that shall be payable to City. Any reimbursement payable and due to City shall be paid by check or wire transfer to City within 60 days of notice of termination.

8. No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Agreement shall be construed to be a waiver on the part of the City of any right or remedy in law or otherwise.
9. This Agreement may not be assigned by either party without the express written agreement of the other party hereto.
10. The terms and conditions contained in this Agreement are binding on all successors and assigns of the company and the City.
11. The parties acknowledge that the Ohio State General Assembly is contemplating changes to municipal income tax laws that may negatively impact the City's ability to impose and/or collect an income tax as is currently in place. In the event that the General Assembly enacts any law that reduces the total amount of income tax ultimately received by the City, the Company's Line-of-Credit Draw shall be reduced by the same proportional percentage. For example, if a change in state law reduces the amount of income tax ultimately received by the City by ten percent (10%), the Company's Line-of-Credit Draw shall also be reduced by ten percent

(10%).

Signature pages to follow.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have each caused this agreement to be executed by their authorized representatives as of the date set forth above.

THE CITY OF SPRINGDALE, OHIO

By: Lawrence C. Hawkins, III, Mayor

Date: _____

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On the ____ day of _____, 2025, before me, a Notary Public in and for Hamilton County, Ohio, personally appeared Lawrence C. Hawkins, III, Mayor of the City of Springdale, Ohio, who acknowledged that he did sign the foregoing Agreement on behalf of the City and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal

Notary Public

APPROVED AS TO FORM:

Joseph J. Braun, Law Director

ENABLE INJECTIONS, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO

SS:

COUNTY OF _____

On the ____ day of _____, 2025, before me a Notary Public in and for _____ County, _____, personally appeared _____, the _____ of Enable Injections, Inc., who acknowledged that he did sign the foregoing Agreement on behalf of said Company and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal.

Notary Public

ORDINANCE NO. 34-2025

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HUSAC PAVING AND EXCAVATING, INC. FOR THE SPRINGDALE INDUSTRIAL PARK CONCRETE REPAIRS AND CATCH BASIN RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the City of Springdale (the “City”) has identified the need to make improvements to the streets in Springdale Industrial Park; and

WHEREAS, the City advertised for bids for the Springdale Industrial Park Concrete Repairs and Catch Basin Reconstruction Project (the “Project”); and

WHEREAS, sealed bids were opened on August 14, 2025, and the City has reviewed the bids and determined the best and lowest bid was submitted by Husac Paving and Excavating, Inc. for their base bid in the amount of \$582,338.

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

Section 1. That the City of Springdale City Council (the “Council”) finds the bid submitted by Husac Paving and Excavating, Inc. in the amount of \$582,338 to be the best and lowest bid submitted for the Springdale Industrial Park Concrete Repairs and Catch Basin Reconstruction Project.

Section 2. That the Mayor and City Administrator are hereby authorized to enter into an agreement with Husac Paving and Excavating, Inc. in the amount of \$582,338 for the Project.

Section 3. That the Finance Officer/Tax Commissioner is hereby authorized to pay Husac Paving and Excavating, Inc. a sum not to exceed \$582,338 for the Project.

Section 4. That Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. That this ordinance shall take effect on the earliest date allowed by law.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to execute the agreement immediately in order to complete the work in a timely manner for the prices quoted and maintain the project timeline.

Passed this 20th day of August, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

RESOLUTION NO. R14-2025

A RESOLUTION DECLARING THE NECESSITY OF IMPROVING DRIVEWAY APRONS IN THE PUBLIC RIGHT-OF-WAY AS PART OF THE SPRINGDALE INDUSTRIAL PARK CONCRETE REPAIRS AND CATCH BASIN RECONSTRUCTION PROJECT AND AUTHORIZING THE ASSESSMENT OF THE COSTS FOR THE IMPROVEMENTS ON CERTAIN LOTS AND PARCELS OF PROPERTY

WHEREAS, as part of the Springdale Industrial Park Concrete Repairs and Catch Basin Reconstruction Project (the "Project"), numerous driveway aprons located in the public right-of-way have been identified in disrepair and in need of improvement in order to reduce hazards and to prevent the accelerating deterioration which will take place; and

WHEREAS, the City of Springdale has completed a survey of the driveway aprons and prepared plans, specifications, profiles and estimates of costs for the proposed improvements related to the Project; and

WHEREAS, the plans, specifications, profiles and estimates of costs have been on file with the Clerk of Council and have been considered by Council of the City of Springdale.

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

Section 1. That it is hereby determined by the Council of the City of Springdale ("Council") that it is necessary as part of the Springdale Industrial Park Concrete Repairs and Catch Basin Reconstruction Project to improve certain driveway aprons located on the lots and parcels of property identified and listed on the attached Exhibit A which is incorporated herein by reference.

Section 2. That the plans, profiles, specifications and estimates of costs for the driveway apron improvements prepared by City staff which were placed on file in the office of Clerk of Council be and are hereby approved.

Section 3. That the entire cost of the improvements to the driveway aprons, less the administrative costs, engineering costs and legal fees, all of which shall not be less than 2% of the total cost of the improvements, shall be assessed upon the lots and parcels of property listed on the attached Exhibit A, which lots and parcels are hereby determined to be specially benefited by the improvements, and the assessments for the costs shall be levied in proportion to the benefits that may result from the improvements, and shall be paid when levied in a single annual installment.

Section 4. That City staff be and is hereby authorized and directed to prepare an estimated assessment of the costs of the driveway apron improvements based on the estimate of the costs filed in the office of the Clerk of Council, in accordance with the methods of assessments set forth in this Resolution and showing thereon the amount of assessment against each lot and parcel of property to be assessed. The estimated assessment for the driveway apron improvements shall be filed in the office of the Clerk of Council and shall be available for public inspection.

Section 5. That upon the filing of the estimated assessments, the Clerk of Council is authorized and directed to cause notice of the passage of this Resolution and of the filing of the estimated assessments. Notice shall be made to and be served upon the owners of all lots and parcels of property to be assessed by personal service, or by the mailing of a registered, or certified letter containing the notice to the owner of the lots and parcels of property identified in the attached Exhibit A. All such notices shall inform the owners of the lots and parcels of property that if there is an objection to the tentative apportionment of the costs of the improvement to the property, they may file, in writing, with the Clerk of Council such objection, but no later than 21 days from the service of the notice.

Section 6. That 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 7. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Dated this 20th day of August, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

EXHIBIT A
Resolution No. R14-2025

Springdale Industrial Park Concrete Repairs & Catch Basin Reconstruction
DRIVEWAY APRON - SPECIAL ASSESSMENT

BOOK PLAT PARCEL			PROPERTY ADDRESS	ONE-TIME AMOUNT	TOTAL	
Book	Page	Parcel				
1	599	003	00327	125 W CRESCENTVILLE RD (CENTRON PL)(NORTH)	\$4,284.00	\$4,284.00
2	599	003	00327	125 W CRESCENTVILLE RD (CENTRON PL)(SOUTH)	\$7,071.66	\$7,071.66
3	599	003	00335	12021 CENTRON PL	\$6,820.74	\$6,820.74
4	599	003	00330	130 PROGRESS PL (DOCK)	\$24,752.34	\$24,752.34
5	599	003	00330	130 PROGRESS PL (CENTRON PL)	\$7,480.17	\$7,480.17
6	599	003	00006	207 PROGRESS PL (WEST)	\$6,246.99	\$6,246.99
7	599	003	00006	207 PROGRESS PL (DOCK) (EAST)	\$27,081.00	\$27,081.00
8	599	003	00390	120 PROGRESS PL (SOUTH)	\$3,535.83	\$3,535.83
9	599	003	00390	120 PROGRESS PL (NORTH)	\$9,588.51	\$9,588.51
10	599	003	00109	95 W CRESCENTVILLE RD (DOCK) (SOUTH)	\$7,054.83	\$7,054.83
11	599	003	00109	95 W CRESCENTVILLE RD (DOCK) (NORTH)	\$6,702.93	\$6,702.93
12	599	003	00109	95 W CRESCENTVILLE RD (LOT) (SOUTH)	\$5,508.00	\$5,508.00

\$116,127.00

RESOLUTION NO. R15-2025

A RESOLUTION AUTHORIZING THE FILING OF CONTINUING DISCLOSURES RELATED TO THE MARCH 2017 STREET IMPROVEMENT BONDS

WHEREAS, as part of the issuance of the \$8,200,000 of Street Improvement Bonds in March of 2017, the City of Springdale has a continuing disclosure requirement under the Securities and Exchange Commission Rule 15c2-12 (the “Rule”); and

WHEREAS, the Rule requires that certain disclosures be made annually to the Municipal Securities Rulemaking Board under the Electronic Municipal Market Access system (“EMMA”); and

WHEREAS, the filing required to EMMA is an update to certain information and tables that were originally included as part of the Official Statement document from the Bond issue and must be made to EMMA by September 1, 2025.

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

Section 1. That the Council of the City of Springdale (“Council”) has reviewed the Annual Information Filing for Fiscal Year 2024 as set forth in Exhibit A attached hereto and incorporated herein by reference and hereby authorizes the City to file the required annual continuing disclosure with the Electronic Municipal Market Access system related to the 2017 Street Improvement Bonds.

Section 2. That this Council hereby finds and determines that all formal actions relative to the passage of this Resolution 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 Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 20th day of August, 2025.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

**EXHIBIT A
RESOLUTION NO. R15-2025**

CITY OF SPRINGDALE, OHIO

ANNUAL INFORMATION FILING FOR FISCAL YEAR 2024

The following provides, in accordance with the continuing disclosure agreements (the “Continuing Disclosure Agreements”) entered into by the City of Springdale, Ohio (the “City”), annual financial information and operating data for the City’s fiscal year ended December 31, 2024, of the type included in the final official statement for the following issue:

<u>Amount of Issue</u>	<u>Name of Issue</u>	<u>Date of Issue</u>	<u>Final Maturity</u>
\$8,200,000	Street Improvement Limited Tax General Obligation Bonds – Series 2017	March 30, 2017	December 1, 2031

The applicable CUSIP number is 850374.

The Annual Information Filing constitutes only of the annual financial information and operating data agreed to be provided under the Continuing Disclosure Agreements entered into at the time of the primary offerings referenced above. No representation is made as to the materiality or completeness of that information. Other relevant information for fiscal Year 2024 may exist, and matters may have occurred or become known during or since that period, which an investor would consider to be important when making an investment decision. Further, no representation is made that the Annual Information Filing is indicative of financial or operating results of the City since the end of fiscal year 2024 or future financial or operating results. Finally, the inclusion of certain information pertaining to post-fiscal year 2024 events, if any, is provided solely for convenience, and is not intended to suggest that other such information not included is any less material or important to an investor.

August 20, 2025

CITY OF SPRINGDALE, OHIO
City Contact: Stephanie Morgan
City of Springdale, Ohio
11700 Springfield Pike
Springdale, Ohio 45246
(513) 346-5700

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AD VALORUM PROPERTY TAXES

Assessed Valuation. Below is the assessed valuation of the property (real estate and public utility property) within the City subject to ad valorem taxes levied by the City for the tax years 2019 through 2023 (collection years 2020 through 2024). This table illustrates the recent history of the City’s assessed valuation but is not intended to represent future trends in such assessed valuation. It is not expected that past experience with respect to the assessed valuation will necessarily continue in the future:

**Assessed Valuation of Property Subject to Ad Valorem Taxes
Tax Duplicate Years 2020-2025**

Tax Duplicate Year	Collection Year	Real Estate	Public Utility	Total	Increase (Decrease) Over Previous Year %
2020	2021	351,379,670	16,067,580	370,447,250	13.40%
2021	2022	354,999,700	17,077,570	372,077,270	0.40%
2022	2023	354,426,680	17,823,680	372,286,360	0.05%
2023	2024	416,773,180	20,307,710	437,080,890	17.40%
2024	2025	405,994,990	21,912,580	427,907,570	-2.10%

Source: Hamilton County Auditor.

The top ten largest ad valorem property valuations in the City for the 2023 tax duplicate year (2024 collection year) are as follows:

	Taxpayer	Real Estate Assessed Valuation	Percent of Total Assessed Valuation
1	Duke Energy Ohio Inc	\$21,785,750	24.95%
2	Progress Place Subsidiary LLC	15,164,120	17.37%
3	Mallard Lakes Apartments LLC	7,761,710	8.89%
4	Willows of Springdale LP	7,664,080	8.78%
5	AV Cincinnati Acquisition LLC	7,350,000	8.42%
6	Springdale-Kemper Re LLC	6,664,100	7.63%
7	LPG Colony LLC	5,893,790	6.75%
8	Tri County Town Center	5,573,560	6.38%
9	Maple Knoll Communities Inc.	4,939,960	5.66%
10	Jubilee Springdale LLC	4,524,540	5.18%
		87,321,610	

Source: Hamilton County Auditor’s Office.

Rates of Taxation

The following tables set forth the rates of taxation for the City and for various overlapping subdivisions on the tax duplicates in each of the tax duplicate years 2020 through 2024 (collection years 2021 through 2025) shown in mills per one dollar of assessed valuation:

**Rates of Taxation – Mills
Hamilton County**

Duplicate Year	Collection Year	County Rate	County Park District	Public Library	School Districts	JVSD Levy	City
2020	2021	21.14	1.03	2.00	65.43	2.70	3.08
2021	2022	20.09	1.98	2.00	65.38	2.70	3.08
2022	2023	21.28	1.98	2.00	65.38	2.70	3.08
2023	2024	21.26	1.98	2.00	65.38	2.70	3.08
2024	2025	21.28	1.98	2.00	64.18	2.70	3.08

The following table sets forth the rates of taxation for the City on the tax duplicate for the 2023 tax year (2024 collection year) shown in mills per one dollar of assessed valuation as inside the 10-mill limitation and outside the 10-mill limitation:

**2023 Tax Rates
Hamilton County**

	Inside 10 - Mill	Outside 10 - Mill	Total
County	2.26	19.02	21.28
City	3.08	0.00	3.08
Public Library	0.00	2.00	2.00
School District	4.63	59.55	64.18
JVS District	0.00	2.70	2.70
Park District	0.03	1.95	1.98
	10.00	85.22	95.22

Collections and Delinquencies – Ad Valorem Taxes

The following tables set forth amounts for City ad valorem real estate and public utility property taxes on the tax duplicate, special assessments, and Tax Increment Financing (TIF) service payments billed and collected for collection years 2020 through 2024:

**Real & Public Utility Property
Tax Collections**

Tax Year	Collection Year	Current Tax Levied	Current Tax Collection	% of Tax Collected to Tax Levied	Delinquent Tax Levied	Delinquent Tax Collection	% of Total Tax Collection to Tax Levy
2019	2020	999,186	960,805	96.16%	34,520	24,511	95.32%
2020	2021	1,098,099	1,062,005	96.71%	59,680	33,547	94.63%
2021	2022	1,132,662	1,067,173	94.22%	60,542	47,267	93.40%
2022	2023	1,134,684	1,065,247	93.88%	38,542	33,587	93.66%
2023	2024	1,140,907	1,081,860	94.82%	85,369	46,377	92.01%

Source: Hamilton County Auditor

General Special Assessments

Tax Year	Collection Year	Total Billed	Collected	% Collected
2019	2020	5,998	4,868	81%
2020	2021	7,403	5,306	72%
2021	2022	4,322	2,100	49%
2022	2023	7,429	5,403	73%
2023	2024	8,417	7,044	84%

Source: Hamilton County Auditor

**Pictoria Tax Increment Financing
Phase II Special Assessments**

Tax Year	Collection Year	Total Billed	Collected	% Collected
2019	2020	74,469	74,469	100%
2020	2021	-	-	-
2021	2022	76,040	76,040	100%
2022	2023	38,507	38,507	100%
2023	2024	42,182	42,182	100%

Source: Hamilton County Auditor

*These amounts are transferred to the Trustee for the Port Authority Revenue Bonds

**Pictoria Tax Increment Financing
Service Payments In Lieu of Taxes**

Tax Year	Collection Year	Current Service Payments in Lieu of Taxes Billed	Current Service Payments in Lieu of Taxes Collected *	% Collected
2019	2020	1,193,743	1,193,743	100%
2020	2021	1,278,666	1,278,666	100%
2021	2022	1,465,928	1,445,798	99%
2022	2023	1,527,361	1,527,361	100%
2023	2024	1,491,665	1,489,236	99.84%

Source: Hamilton County Auditor

* A portion of these amounts are transferred to the Trustee for the Port Authority Revenue Bonds

**Commerce Park Tax Increment Financing
Service Payments in Lieu of Taxes**

Tax Year	Collection Year	Current Service Payments in Lieu of Taxes Billed*	Current Service Payments in Lieu of Taxes Collected **	% Collected
2019	2020			
2020	2021	654,875	654,875	100%
2021	2022	1,081,352	1,081,352	100%
2022	2023	1,104,061	1,104,061	100%
2023	2024	1,106,306	1,106,306	100%

Source: Hamilton County Auditor

* - 2021 is the first year Service Payments were received for the Commerce Park TIF

** A portion of these amounts are transferred to the Trustee for the Port Authority Revenue Bonds

**Tri-County Mall Tax Increment Financing
Service Payments In Lieu of Taxes**

Tax Year	Collection Year	Current Service Payments in Lieu of Taxes Billed	Current Service Payments in Lieu of Taxes Collected	% Collected
2019	2020	61,398	61,398	100%
2020	2021	48,677	48,677	100%
2021	2022	67,000	12,721	19%
2022	2023	50,000	2,967	5.93%
2023	2024	38,507	30,846	80.10%

Source: Hamilton County Auditor

Homestead-Rollback

Included in the above figures for ad valorem property taxes “Billed”, “Collected”, and “% Collected” are certain real property tax reimbursement payments made by the State of Ohio from State revenue sources (such payments are not made with respect to special assessments and service payments). “Homestead” exemptions are made available for the elderly and handicapped, and partial reductions of 2.5% on real property that are made available for owner-occupied property.

Ohio law requires that the State of Ohio reimburse one-half of the “homestead” reductions to local taxing authorities upon certification of the County Treasurer. As an indication of the extent of such State assistance as applied to the City’s share of the County’s tax collections, the homestead and rollback payments made to the City were \$87,726 in 2024.

LOCAL GOVERNMENT FUNDS

The Ohio Local Government Fund was created by statute and is composed of designated State revenues that are distributed to each county and then allocated among the county, cities, villages, and townships located in that county. A portion of local government funds are also sent to the City directly from the State. The following table shows the amounts received as total Local Government Funds:

Local Government Fund Receipts

Year	Amount
2020	240,779
2021	261,728
2022	273,237
2023	220,044
2024	265,549

MUNICIPAL INCOME TAX

Ohio law authorizes a municipal income tax on corporate income, employee wages, and salaries at a rate of up to 1% without voter authorization, and above that rate with approval of the voters. In 2024, the City levied an income tax rate of 2.0%. The locally levied income tax applies to salaries, wages and other personal service compensation earned by residents both in and out of the City and to earnings of nonresidents earned in the City. It also applies to net income of business organizations conducting business in the City. The income tax is the largest single source of General Fund revenue. The following table sets forth the annual income tax receipts collected from 2020 to 2024:

Year	Tax Rate	Amount Collected	% Change
2020	2.0%	18,681,933	16.1%
2021	2.0%	20,909,526	11.9%
2022	2.0%	20,794,115	-0.5%
2023	2.0%	18,988,950	-0.9%
2024	2.0%	20,473,727	7.8%

GENERAL FUND INFORMATION (CASH BASIS)

The following table shows General Fund revenues and expenditures for the past five years:

	2020	2021	2022	2023	2024
Beginning Balance	2,759,676	3,971,880	5,388,726	9,607,796	9,164,195
Receipts					
Income Taxes	18,681,933	20,909,526	20,794,115	18,988,950	20,473,727
Property and Other Taxes	1,052,101	1,231,160	1,307,436	1,330,411	1,577,685
Intergovernmental Receipts	349,151	389,842	415,433	686,470	454,037
Charges for Services	550,303	562,183	588,120	556,981	581,203
Fines and Forfeitures	101,237	117,023	122,722	115,106	168,770
Fees, Licenses and Permits	438,386	545,721	660,610	868,448	531,902
Transfers/Advances In	63,906	361,302	1,640,296	519,079	2,158
All Other Receipts	1,606,973	772,362	1,003,586	744,737	1,025,709
Total Receipts	22,843,990	24,889,119	26,532,318	23,810,182	24,815,191
Expenditures					
Security of Persons and Property	9,862,903	10,559,208	10,207,183	9,606,506	10,890,819
Public Health Services	217,880	458,305	471,307	583,614	572,041
Leisure Time Activities	1,684,831	1,735,397	1,734,152	1,930,774	2,290,222
Community Environment	779,223	773,266	726,830	638,043	745,384
Transportation	1,382,027	1,375,251	1,413,490	1,426,957	1,409,080
General Government	4,726,887	4,561,146	5,494,834	5,770,318	4,601,713
Capital Outlay	667,627	420,293	180,515	987,273	237,902
Debt Service	11,808	9,397	-	105,298	-
Transfers/Advances Out	2,298,600	3,580,010	2,084,937	3,205,000	4,787,965
Total Expenditures	21,631,786	23,472,273	22,313,248	24,253,783	25,535,126
Ending Balance	3,971,880	5,388,726	9,607,796	9,164,195	8,444,260

CITY DEBT

Overlapping Debt

The net overall debt for the City and its overlapping subdivisions, as of December 31, 2024*, is set forth below:

City of Springdale Debt and Overlapping Debt

Net Debt - General Obligation Bonds	4,475,832
Per Capita Net Debt	407
Total Assessed Tax Valuation (2024 collections)	427,907,570
Net Debt as a Percentage of Assessed Tax Valuation	1.05%
Net Overlapping Debt (all political subdivisions)	33,709,162
Per Capita Net Overlapping Debt	3,063
Net Overlapping Debt as a Percentage of Tax Valuation	7.88%

*OMAC date is approximately 3 weeks ahead of actual date.
Source: Ohio Municipal Advisory Council (OMAC).

Outstanding City Debt (As of December 31, 2024)

General Obligation Bonds

Date of Issue	Purpose	Original Amount Issued	Interest Rate	Maturity Date	Amount Outstanding
3/30/17	Street Improvement Limited Tax Bonds	\$8,200,000	2.94%	12/01/31	\$4,315,000

Pictoria TIF Revenue Bonds

Date of Issue	Purpose	Original Amount Issued	Interest Rate	Maturity Date	Amount Outstanding
09/14/00	Pictoria Phase I TIF	\$3,040,000	6.70%	09/01/29	\$954,336

Ohio Public Works Commission Loan

<u>Date of Issue</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount Outstanding</u>
11/30/20	Road Improvements	\$139,000	0%	7/1/2040	\$114,675

(Significant) Finance Purchases from Direct Borrowings

<u>Date of Lease</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount Outstanding</u>
12/10/20	Various	\$775,000	1.304%	2026	\$156,024