

AGENDA

1. Open Meeting
2. Pledge of Allegiance
3. Invocation – Mrs. Webster
4. Roll Call
5. Minutes May 6, 2026 Regular Council Meeting
6. Proclamation – Public Works Week (Mayor Hawkins)
7. Committee and Official Reports
 - A. Civil Service Commission Mr. Coleman – Mrs. McNear – Mr. Dunigan
 - B. Finance Committee Mrs. Webster – Mrs. Thompson
 - C. Planning Commission Ms. McFarland – Mr. Jacobs
 - D. Board of Zoning Appeals Mr. Hall – Mr. Gleaves
 - E. Board of Health Ms. McFarland
 - F. O-K-I Mr. Anderson
 - G. Mayor’s Report Mayor Hawkins
 - H. Administrator’s Report Mr. Uhl – Ms. Morgan
 - I. Law Director’s Report Mr. Braun
 - J. Engineer’s Report Mr. Riggs
 - K. Zoning Code Revision Committee Mr. Gleaves
 - L. America 250 Special Committee Mrs. Webster – Mr. Jacobs
 - M. Public Relations Special Committee Mr. Gleaves – Mrs. Thompson
8. Communications
9. Communications from the Audience *(Five minutes each speaker, Springdale Code §30.05)*
10. Ordinances and Resolutions

Ordinance No. 19-2026 (Second Reading with Emergency)

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO FILE AN APPLICATION WITH THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) FOR METRO TRANSIT INFRASTRUCTURE FUNDS RELATED TO THE BUS SHELTER REPLACEMENT PROJECT, AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE ALL CONTRACTS AND OTHER DOCUMENTS RELATED TO THE PROJECT AND DECLARING AN EMERGENCY

Ordinance No. 20-2026 (Second Reading with Emergency)

AN ORDINANCE AMENDING CHAPTER 112 OF THE SPRINGDALE CODE OF ORDINANCES REGULATING DOOR-TO-DOOR CANVASSING AND DECLARING AN EMERGENCY

Ordinance No. 22-2026 (Second Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A FUNDING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO TO ADMINISTER A 2026 SMALL EVENT GRANT

Ordinance No. 23-2026 (Second Reading)

AN ORDINANCE ACCEPTING APPROXIMATELY 0.118 ACRES OF PROPERTY AS PUBLIC RIGHT OF WAY ALONG A PORTION OF GLENSPRINGS DRIVE AS DEDICATED IN THE CCA GLENSPRINGS SUBDIVISION

Ordinance No. 24-2026 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE FC CINCINNATI FOUNDATION ASSOCIATED WITH THE INSTALLATION OF AN ARTIFICIAL TURF MINIATURE SOCCER FIELD FOR THE CITY OF SPRINGDALE

Ordinance No. 25-2026 (First Reading)

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

Resolution No. 05-2026

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR FINANCIAL ASSISTANCE THROUGH THE NATUREWORKS GRANT PROGRAM ADMINISTERED BY THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE FREE ACCESSIBLE OUTDOOR FITNESS AREA AND PICKLEBALL COURTS PROJECT

Resolution No. 06-2026

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO FILE A FUNDING APPLICATION FOR SURFACE TRANSPORTATION BLOCK GRANT FUNDING THROUGH OKI FOR TRAFFIC LIGHT UPGRADES THROUGHOUT THE CITY

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

City of Springdale Council

May 6, 2026

President of Council Anderson called Council to order on May 6, 2026.

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

Ms. Browder took roll call. Councilmembers Anderson, Gleaves, Hall, Jacobs, McFarland, Thompson, and Webster were present.

The minutes of the April 15, 2026, meeting were considered. Mr. Jacobs made a motion to accept the minutes; Mr. Hall seconded. The minutes were approved with seven affirmative votes.

Proclamation – Police Week

Mayor Hawkins: It's a wonderful thing to have so much Law Enforcement present. I feel very safe. We're glad you're here.

Mayor Hawkins then read the Proclamation recognizing Police Week and presented it to Chief Butler. (Applause)

Mayor Hawkins: We also have a proclamation for Building Safety Month.

Mayor Hawkins then read the Proclamation and presented it to Chief Building Official Melissa Hays. (Applause)

Presentation – Finance Officer/Tax Commissioner Introduction

Mayor Hawkins: We are thrilled to fill the role of our outstanding one Department Head position that's been open for a little bit. We have patiently waited for the right person, not to just fill it with anybody and we were fortunate to get the individual we are going to introduce to you today. Our new Finance Officer and Tax Commissioner Kelly Flanigan is with us this evening. She's overseeing our Finance Department. She is a Certified Public Accountant with 24 years of experience in the public sector with accounting, taxation and general government operations. Ms. Flanigan graduated from the University of Cincinnati where she earned a Bachelors in Business Administration and a Masters in Science and Accounting. Ms. Flanigan began her career with the Ohio Auditor's State Office conducting financial audits and working with the Special Investigations Unit on special audit cases involving allegations of fraud and theft. She later served the City of Montgomery as an Assistant Finance Director and Tax Commissioner, followed by the City of Loveland as a Director of Finance and most recently Ms. Flanigan served eight years as the Finance Director for Miami Township in Clermont County and we are thrilled to have you present with us today if you would come forward and if you would like to say any words.

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Ms. Flanigan: Sure. I just want to say, "Hello" to everyone and thank you so much for this opportunity. Everyone has been so welcoming and I'm just really looking forward to getting to learn more about the City, getting to work with everyone, and just extremely happy to be here. Thank you very much. (Applause)

Police Department Swearing In – Jeremy Beckwith

Mayor Hawkins: If we could have Jeremy Beckwith come forward, and Chief Butler.

Mayor Hawkins swore in Jeremy Beckwith as a Sergeant of the Springdale Police Department. (Applause)

President Anderson: It's always a pleasure to have all of you here join us. I always feel a lot safer when you're here, but I understand if there's other work that you need to do. Please don't feel like you need to stay for the rest of the meeting. We can take a beat here if you want to go collect yourselves or be with your family out there. We're going to continue with the meeting then after that. Again, thank you for coming and we appreciate it.

Metro Now Update – Troy Miller and Steve Anderson

President Anderson: We'll move on then to the next item on our agenda which is a presentation. It is a Metro Now! update. We have Mr. Troy Miller, the Director of Government Affairs, and Steve Anderson, who is the Senior Director of Transit Development & Innovation. I believe they're giving us an update on the Metro Now! work that we started as a pilot program here and we're getting an update from them tonight. The floor is yours.

Mr. Miller: Before I hand it over, I want to say, "Thank you" to Springdale and the citizens of Hamilton County. Because of this tax levy, these are the projects that we're able to do. We've done MTIF out here. We've helped Springdale, and now Metro Now! is doing great. Steve was able to come out tonight and give a little presentation. For my role, I just want to say, "Thank you" and I continue to work with the Mayor, City Administration, and all the Councilmembers. Thank you.

Mr. (Steve) Anderson: Congratulations. It's been almost three years, and Springdale was the first micro-transit zone ever launched in our county. It's carried almost 400,000 folks since its inception on May 22, 2023. So, we're looking at an anniversary coming up real soon. You can see the map here. We have the zones that are operational currently and three more that are planned. The orange ones will be launched some time this year as soon as we get those vehicles. Again, you guys have had these presentations before by other staff members at Metro. Trips start and end typically in the zone. We do make tweaks based on stakeholder feedback, resident feedback. You can still book trips by the app; that's our preferred method, but we can also book them using the telephone. It's still \$2.50 fare each way, which

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Mr. (Steve) Anderson (continued): is about a pint of gas these days, so you're definitely getting a good deal and uber certainly is not getting any cheaper. About two years ago, we got a lot of feedback from customers that they stated that they wanted hours later, so I think it was ending at 8:00 p.m. on the weekdays, and we extended it out another hour and opened up the time of 9:00 p.m. on weekends and holidays as well. Booking a trip on the app is a breeze. You download the MetroNow! app. I have one on my phone and I can show you how to do it for Android or iPhones. Instructions are pretty simple. Basically, just like an uber, the app notifies you when the vehicle is arriving. Typically, we're about 20-25 minutes from the time you book to a vehicle pulling up to your home or business. There's a phone number there. If you call, some of our senior citizens prefer using the phone and talking to a real person. You can talk to Dispatch. We still take cash, so the fare box is kind of like a drop mechanism. You do the same thing for a return trip. Vehicles, I'm sure you guys have seen these around the area. They're pretty. Pretty dog gone good-looking. There's room for eight along with two wheelchair locations. These are pretty sizable vehicles. We have two children under 55 inches that can ride for free with a paying adult. It's a pretty good deal. This is a map of the zone. To the orange/west, you can see Forest Park. That was added about a year ago. There's this brown zone between the blue and the orange. That is kind of an interlap zone so both Springdale/Sharonville Zone and Pleasant Run/Forest Park can both serve that area. So that's your Kroger's, you've got the Forest Park Park and Ride, you have the Meijer, and you have the hospital up in Butler. So, you can kind of see how the routes interface with the zone. You all are our biggest zone by a square mile because you have some of Woodlawn, you have some of Lincoln Heights, some of very western Sharonville, and all of Springdale. This is a heat map, so, as I mentioned at the outset, we've done almost 400,000 rides. That's a system number. There have been 35,000 to 40,000 rides for Springdale. The heat map's number one spot is The Parks at Springdale Apartments. You see Kroger there on the list as well, downtown Springdale, Springdale Plaza. It's been interesting to see the growth. You can see mostly these are happening where you have a nice mix of commercial and residential. For ridership, there was a great month in March, April was just okay. This report was done before the April numbers were finalized. You can see the numbers for Springdale/Sharonville in the green. Continuing to set records. You're at about 4,500 on a good month. Typically, these pop a little more in the summertime when it's nice. Tend to trail off a little bit in the winter when it's not as nice. Light blue, if you guys are interested, that's Forest Park, your neighbors to the west and we launched a Blue Ash/Montgomery zone. Again, this is the OG Granddaddy. It's doing pretty well. It's not doing as well as Colerain, but that is to be expected given the density and population mix. This is the same graphic pretty much broken-down weekdays, Saturday and Sunday for the system. Doing about 500 a day, which is pretty good. Approximately 94% of riders are using the app. Some folks still do call 4.9 on a 5-star scale. Cash versus the app payment. That is something that we would like to not carry around a lot of cash in a drop box for the driver, so we're going to see how we can move everything over to the app. There is the scan (QR Code). You guys know Troy, you know me now. It's nice being out here and will take any questions. Thank you.

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Mr. Gleaves: I have a question. Where is the Metro hub for those vehicles?

Mr. (Steve) Anderson: You mean where they're staged?

Mr. Gleaves: Yes, where are they staged at?

Mr. (Steve) Anderson: Typically, it's the Kroger's in Woodlawn.

Mr. Gleaves: So, for our area, what would you say the average response time is when you use the app?

Mr. (Steve) Anderson: About 22 minutes.

Mr. Gleaves: 22?

Mr. (Steve)Anderson: Yes.

Mr. Gleaves: Great.

Mr. (Steve) Anderson: A little more when school lets out because we have some of the vans that are actually taking school kids, some of the Princeton kids. About 22 minutes.

Mr. Gleaves: That's good. Thank you.

Mr. (Steve) Anderson: Yes.

Mayor Hawkins: No question, really just wanted to say again it's really appreciated how the dollars that went through when this was a ballot initiative had turned back around in a very tangible way for the communities; whether it's roads, we've got a significant amount of money from Metro with regard to the Northland Blvd. Project. It's absolutely amazing; two million dollars and then to have things like this that help people whether they have their own transportation or not, it creates an excellent opportunity that's very cost effective and you guys have been very responsive when you came out the initial time and got some feedback with regard to it would be nice if the hours were a little bit later, and you guys have done that. Just really appreciate it. Thank you guys and thank you for coming out and sharing with us how the program is going.

Mr. Uhl: Your presentation was fantastic and very timely. Our first order of business this evening for Council is the first reading of a piece of legislation granting us the authorization to apply for a grant to redo our bus shelters, so, looking to further expand the ridership in the area and give our current bus shelters a huge, much-needed facelift. So, thank you very much.

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Mr. (Steve) Anderson: Appreciate that. Well, since you mentioned bus shelters, we have new stops coming. They are already winning awards, so we put one in by the University of Cincinnati. Those will be coming to Springdale, hopefully in the summer timeframe. They look great. They're free of charge, and we'll maintain them.

Mr. Uhl: Great. Looking forward to those. Thank you.

President Anderson: Those are all words that we like hearing on Council managing the budget. I love that opportunity. I do also want to say just to close the thought out that the way that MetroNow! has been responsive, not just to ours, but also the way you adjusted the zones from the original pilot was very helpful. I got a lot of good feedback from people who are using it on our side, especially when we made sure that not just Kroger's was included, but also Mercy up in Butler. People were worried that was going to be an issue since one of the main drivers was being able to get to some of these medical facilities. So, having that and keeping an overlap between Forest Park and our zone is really helpful because we're right on that border and I wouldn't want to fight with the neighbors on who gets that in their zone, so I appreciate you being willing to have an overlap zone for some of those key services. So, thank you for maintaining that and being responsive to the users. I've gotten nothing but positive feedback, especially about the drivers that we didn't talk about tonight. It's so funny. Some of the seniors when I talk to them about taking it to go to our Senior Center, or the Rec Center, or they take it to Kroger, or doctor's appointments, their first comment isn't about the cost or the convenience, it's, "That driver was so nice. He waited and he came right to the door." And things like that. So, whatever your hiring practices are, they seem to be working at least for the drivers in our regions. So, thank you for that.

Mr. (Steve) Anderson: Outstanding.

President Anderson: I don't see anymore lights. Thank you for coming and providing the information.

Communications - None

Communications from the Audience - None

Ordinances and Resolutions

Ordinance No. 19-2026 (First Reading)

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO FILE AN APPLICATION WITH THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) FOR METRO TRANSIT INFRASTRUCTURE FUNDS RELATED TO THE BUS SHELTER REPLACEMENT PROJECT, AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE ALL CONTRACTS AND OTHER DOCUMENTS RELATED TO THE PROJECT

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President Anderson: Council, you've heard the first reading of Ordinance No. 19-2026. Are there any questions or discussion this evening? (None) Seeing none, we will see this again at our next meeting.

Ordinance No. 20-2026

AN ORDINANCE AMENDING CHAPTER 112 OF THE SPRINGDALE CODE OF ORDINANCES REGULATING DOOR-TO-DOOR CANVASSING

Mayor Hawkins: While this is just a first reading, it's important to note this is important legislation with regard to folks going door-to-door. It's been an increasing issue of trying to manage and regulate commercial speech. Again, you go through the ordinance it doesn't deal with some other things in terms of some political speech or things of that nature, but to manage commercial speech, this legislation is narrowly tailored to address a compelling interest with regard to trying to protect residents and make sure that folks are not going around doing fraudulent things that would impact them. So, as this comes back through again, I think there's the teeth in here that are needed to go through enforcement and have some real consequences with people that are violating these laws. Thank you.

Mr. Jacobs: A couple of questions. If we could look at 112.12, "Denial or Revocation". So, if somebody's permit is denied or revoked or the person is aggrieved, so it reads, "Any person aggrieved by the action of the Chief of Police or his or her designee in the denial or revocation of a permit shall have the right to appeal to a higher-level administrative authority." Do we know what the higher-level administrative authority would be?

Mayor Hawkins: We had that conversation too about going through and trying to define that clearly and so I think we can have another submission that's going to indicate that ultimately it's going to come back through and to the Mayor or the Mayor's designee, the idea it would be either myself or the City Administrator or the Assistant City Administrator.

Mr. Jacobs: I have one additional question. At the very end, 112.99, the penalty. In 2003, the penalty was \$100. I did a little math, inflation it would be about \$180 today. I'm not saying we need to raise it, but should we consider raising it? Or is \$100 acceptable?

Mayor Hawkins: So, the prior one that I think read as a minor misdemeanor should have been \$150 instead of \$100. So, a minor misdemeanor, if you have it just as it is, it's punishable by \$150, not \$100. So, Mr. Braun was cleaning up that language and then for a first offense, so, just saying, "Hey, it's a minor misdemeanor", as it was, the difference is if the person commits another offense and it goes up to a misdemeanor of the fourth degree, which is punishable by 30 days in jail and \$250 fine. I'm not one who tends to over criminalize things. There's legislation on the books that I think involves people leaving out trash cans that I think is overly criminalized. But, this I think is appropriate because I personally have watched individuals that I've

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Mayor Hawkins (continued): confronted to say, "Hey, you can't do that if you don't have permission, going through the process, registering with the City and I turn around, drive down the street, and they're back at it, knocking on doors, so, it's not okay. The one for the business, under subsection B, it's an unclassified misdemeanor because if you're hitting a business with a \$100 fine, it's nothing, right? So, to put some teeth in it where they're going to have some kind of motivation to make sure they're not continuing to do that and they're going to rein in their employees is the reason why I personally thought it would be appropriate to have a classified misdemeanor with a higher fine to also incentivize businesses to not have employees out there.

Mr. Braun: As the Mayor indicated, I did circulate to everyone a redline copy with some of the changes the Mayor talked about. If there are any other things that members of Council would like to see revised or if you have questions, reach out to City Administration. Any of us can answer those. This was a first reading tonight, but, as the Mayor indicated, I think we did want to put some teeth in Section 112.99. Additionally, I wanted to make sure everyone was aware that the appeal process would go through the Mayor and City Administrator. There's precedent for this. You may recall that with our marijuana permits, any kind of appeal and final process does go through the same process, so we felt this was kind of administrative and should follow that same sequence. But, if anyone's got any questions, as the Mayor indicated, you can ask any of us, and we'll have a final revised copy present for the second reading at the next meeting.

Mr. Hall: Just as a matter of clarification, so the first offense would be a minor misdemeanor and then would escalate after that? Is that my understanding? Is that correct?

Mayor Hawkins: Yes. It would then go to a misdemeanor of the fourth degree where it would be a jailable offense. So, if you have people that can't seem to understand you can't without being registered with the City, go around and knock on doors, and you've been told, then the next time law enforcement comes up they could be arrested. Again, I don't know that everybody needs to go to jail for 30 days, but the point is for our law enforcement to be able to arrest somebody off of this, if they continue to persist and do that was the goal.

Mr. Hall: Understand. Thank you, Mayor.

Mr. Jacobs: Sorry, two more quick ones. It looks like the maximum time for a permit is one year. I think that's what I was reading when I went through it. And there's a fee. Does the fee relate to the duration of the permit required? I didn't see anything about a fee structure.

President Anderson: Are you talking about the application fee that's in 112.04(B)? It says, "At the time of filing the application, a fee of \$25 shall be paid to the Police Department to cover the cost of investigation of the facts stated therein."

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Mr. Jacobs: The question came up when I was reading 112.05(C)(4) "The amount of fee paid for the permit". I was just curious if it was tied to duration if there's a standard fee. I just didn't see a number. It's not a crucial question and we could get that information by email. I did have one final question.

President Anderson: I think Ms. Morgan might have an answer for you.

Ms. Morgan: There's just a \$25 application fee. That's a flat fee that's not related to the duration of the permit, if accepted.

Mr. Jacobs: And, my last question, and this is just an idea. As a resident, I was wondering if the City could post as public information entities that have received a permit. Is that something that the City would consider doing as just like a public notice to say, "These companies do have permission".

President Anderson: I think that might be somewhat how Sharonville approaches it. When they issue one, they post a notice on their Facebook page that one has been issued and what it is.

Mr. Uhl: That's definitely something we can look into to see how we can make that happen. One of the requirements though is they are required to wear a badge around their neck the entire time they are soliciting. So, it's a badge with our logo on it. Has their picture, their name. It's yellow. I'll bring one in for our next meeting so I can share with everyone, but that would be the visual indicator if someone's knocking on the door that this person is a registered solicitor with the City.

President Anderson: We're not expecting to include rules that their "Manager has it back at the van. I can get him to come up and show you if you need it." It's per person, not an organizational license.

Mr. Uhl: Correct. Per person, yes.

Mr. Jacobs: Thank you.

President Anderson: And one thing I'll add. I think this is a long time coming. I'm glad that the updates are coming. I do agree that it should have teeth available to it even if it's not required. For me, it's a public safety issue, especially we're in a time right now that where people are very aware of who's going through our neighborhoods, and it would help our residents feel safer and it also would make them safer if we do these background checks. We've had instances where people have come up and it would help prevent scams. It talks about utility stuff, it talks about any kind of door-to-door sales, and you just never know if it's a scam. So, being registered should give people confidence. And my hope is that the businesses also see this is as a benefit, right? That then our residents should know that this is valid if they're coming to the door. So, it should help them too. It's punitive if they don't follow

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President Anderson (continued): it, but it should be helpful to the businesses if it is followed. So, I appreciate the teeth being in there. We will see this again at our next meeting.

Ordinance No. 21-2026 (First Reading with Emergency)

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF NATURAL GAS FOR THE CITY'S NATURAL GAS AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

Mr. Jacobs made a motion to adopt Ordinance No. 21-2026; Mr. Gleaves seconded.

Ordinance No. 21-2026 passes with seven affirmative votes.

Ordinance No. 22-2026 (First Reading)

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A FUNDING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO TO ADMINISTER A 2026 SMALL EVENT GRANT

President Anderson: Council, you've heard the first reading of Ordinance No. 22-2026. Any questions or discussion this evening? (None) Seeing none, we will see this again at our next meeting.

Ordinance No. 23-2026 (First Reading)

AN ORDINANCE ACCEPTING APPROXIMATELY 0.118 ACRES OF PROPERTY AS PUBLIC RIGHT OF WAY ALONG A PORTION OF GLENSPRINGS DRIVE AS DEDICATED IN THE CCA GLENSPRINGS SUBDIVISION

Mr. Uhl: I distributed a map this evening at your place at the dais. After a conversation with Mr. Gleaves, he suggested this would be pretty helpful and I agree, so I apologize, it wasn't included in your initial packet. I wasn't expecting anyone to plug in the latitude and longitude to help figure it out. But, along the lines of the map there, you'll see where we had some existing right-of-way. If you look at the right side of the page, we had to go over to the west a little bit to acquire some additional right-of-way as a result of some intersection improvements, And then also along Glensprings Drive, you'll see the existing right-of-way there to the south there, run along the sidewalk area where we had to go north a little bit as a result of that new drop lane that was created to turn into the establishment there, so, that's essentially us taking over control and maintenance of those designated areas.

President Anderson: Better to ask for it now than in the winter when we have to plow it. I will say though, I don't know if you've gotten feedback. There were a lot of concerns initially with the Wawa going in there for traffic in general and how the flow would be. The straw poll I took over the past week has all been very positive. I don't want to say surprisingly positive, but positive in terms of flow in and out of Wawa and the way that the drop lane works and the signage, I'll call it out as being very effective and people haven't felt, I mean it's been busier, but they haven't felt like it's slowed them

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President Anderson (continued): down significantly. So, the work that we did there; timing the lights, and changing and adding a drop lane was all appreciated it seems like it's working, so thank you for that work. I don't see any other lights, so we will see this again at our next meeting.

Resolution No. R04-2026

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE'S PARTICIPATION IN THE OHIO ASSOCIATION OF PUBLIC TREASURERS 2027 WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM

Mr. Gleaves made a motion to adopt Resolution No. R04-2026; Mr. Jacobs seconded.

Resolution No. R04-2026 passes with seven affirmative votes.

Executive Session – Economic Development

Ms. McFarland: I make a motion to move into Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development.

Mr. Jacobs: Second.

Motion to move into Executive Session under Article II(D)(1) of the Springdale Charter to discuss Economic Development passes with seven affirmative votes.

Council departed chambers at 7:47 p.m. Council returned to chambers at 8:58 p.m.

Old Business - None

New Business

Town Hall Q & A

President Anderson: We had one item of new business already on the agenda which is discussion we wanted to firm up the town hall Q & A and Council summer meeting scheduling. Basically, information on how we talked about these in a few meetings. Both topics individually. First, let's cover the Town Hall Q & A. There had been a suggestion that we have another Town Hall Q & A; an open Q & A that is optional for Councilmembers to attend. It will be a formal meeting, but it is a new thing that we've been trying to do. Everyone would be invited and welcomed. We've talked about it as what was proposed was September 9th date which is the Wednesday in between our Council meetings in September, between the first and third, so it's that second Wednesday, is that right? And we're talking about 7:00 p.m. So, with that as proposed, do people have concerns about that, does that date work? If people have issues with it, otherwise we'd like to get that moving.

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Mrs. Webster: I have a question for Mr. Braun. The 75 days before election. Is that all elections, or just Springdale's elections with the Town Hall? Last year, we had a big mess because people didn't know.

President Anderson: Well, as Mr. Braun looks that up, I'll just remind you that that 75 date is before Springdale elections and that can also be overridden with the assent of Council. So, Council can decide to go inside of that window regardless.

Mrs. Webster: I'm afraid if we have one of these prior to the elections, there will be a lot of grandstanding, and I could tell for Springdale people. I prefer to have it after the election, then the new people who are newly elected could get involved and understand everything.

President Anderson: Right, but that's what this would be. We don't have Springdale elections this fall. We're talking about September 9th.

Mrs. Webster: That's what I asked if the elections have to be all elections or just Springdale elections before the 75-day rule goes into effect. I'm not opposed to a town hall at all.

President Anderson: Right, I'm saying, regardless though, regardless of that ordinance, we don't have Springdale elections this November.

Mrs. Webster: I know that.

President Anderson: So, we're talking about scheduling it for this September.

Mrs. Webster: Right.

President Anderson: The ordinance wouldn't prohibit regardless if it was any or Springdale, or us having the meeting if Council agrees to have the meeting.

Mrs. Webster: Well, we had such a mess last year because everybody didn't know the rule and so forth and so on and they wanted to make it into a candidate's night and all kinds of junk.

Mr. Braun: We looked it up. It's statutory, not a charter requirement, and it is limited to municipal elections. So, there's no municipal election this year.

Mrs. Webster: Correct.

Mr. Braun: So, given that there's no municipal election it would not apply to the November election that's coming up. It's only a municipal election.

Mrs. Webster: Okay. That's what I wanted to know. So, I still would like to propose that when you have your town halls that we do it after the local elections. Do it after

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Mrs. Webster (continued): the town halls, or after the election so everyone who's newly elected or even reruns, they'd be more involved and understand it more. That's the way I feel about that. I've been around too long. I know what would happen if we had it before the election.

President Anderson: So, I will say that one of the reasons that we had picked the early September date/late August date, was it was an opportunity for residents to give feedback. It was about halfway between the Administration's, the Mayor's State of the City and before the budgets are really finalized, and before we have the discussion. So, the thinking was we split the difference and also it was nice so that if there was feedback that came in through that channel, that we would have an opportunity to react to it; feedback from the residents for next year's budget. My concern with waiting until December or later for that is that if there are things that we needed to do, it would be difficult to integrate that into that next year's budget or priorities. So, that's why we did it. It was more to focus on having an opportunity for the residents' feedback to have a real impact. I don't know that, aside from now, that we've ever had a discussion about concern about Councilmembers behavior in a Q & A. I know when we had the Q & A last time two years ago, I don't recall any concerns about that, and I don't know that there was anything that I would call grandstanding.

Mrs. Webster: This hasn't come up for years. But the reason it came up was a few years back, and that's why that exists. But last year it was up, we had a lot of problems because everybody didn't know the rule and everybody wanted to turn it into a candidate's night. A candidate's night and all kinds of stuff. And if you had it where you had it after the election you wouldn't have all that stuff.

President Anderson: I guess what I would propose is that maybe we look at a different date on municipal election years to keep it before the 75 days. There's no municipal election this year.

Mrs. Webster: I know that.

President Anderson: Right, but we're only talking about scheduling this meeting. This one town hall.

Mrs. Webster: Okay, so this is only for this year.

President Anderson: We're only talking about September 9th.

Mrs. Webster: And then we'll be back again next year, hashing it out again.

President Anderson: We can decide next year if we want to have the town hall again and what the date would be based on the conditions.

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Mrs. Webster: Why can't we make it a rule or an addition to that now? Why do we have to wait until there's more problems occurring which could occur next year? So, I don't understand why we just can't put that into the ordinance now that it will be after the elections and not prior.

President Anderson: We'll get more thoughts on it but just know it's not an ordinance. We're just scheduling a meeting, and we can call a meeting anytime we want. There's no ordinance or scheduling required.

Mayor Hawkins: Mrs. Webster, I understand your concerns and obviously Council had put that ordinance into effect years ago.

Mrs. Webster: Right.

Mayor Hawkins: And I just want to be clear. So, when this first took place now two years ago, literally we probably had the State of the City address. I spoke with President Anderson and said, "Like to have something where Council can be involved with talking with residents if they're interested in a more casual environment versus just coming out here." And I said to him, "I'm interested in doing it. If nobody else wants to do it, I'll go do it by myself." He indicated, "Hey look, I'm in. I'm interested in doing it. We'll open it up for Council and don't want anybody to feel like they have to do it." That's really important. It's not something where anybody should look bad, feel bad if they don't go. So, the idea was, like President Anderson said. I said, we shot for six months from March where we do the State of the City. It's a good break and it gives folks the opportunity to do stuff before budget. Now, the reality. You are 100% right with regard to ordinance in an election year for Springdale. We cannot do it that late. We have to put it in a different timeframe. This comes around for 2027, that will be a discussion the folks have to have whether there is one. We didn't have one last year, so maybe it's something where folks go, "Hey, it's too hot with people running and people are going to be getting signatures together in the spring and in June, July. " Maybe it's not done. That's something we can talk about at that point in time and they're valid points with regard to that. But that's kind of how that came to be. I personally have never said I wanted it to be a candidate's forum. Some other people may have had those discussions, but that was not something that I wanted. It's not what it's intended for.

Mrs. Webster: Mayor, you and I had a lengthy conversation about that. I'm sure you remember.

Mayor Hawkins: I do. I know you were concerned about that, but I'm just telling you this is how that came to be. In 2027, I think it's something where there are a lot of valid points and concerns and I say we address that then. I guess you're asking me if Council wants to do an ordinance now, just blanket it generally.

Mrs. Webster: That's right.

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Mayor Hawkins: That's a Council decision if you guys want to go and do that, but I just wanted to be clear that's where this came from initially as an idea.

Mrs. Webster: But I don't understand why we just can't say whenever there's local elections that you don't even have a town hall until after the election. I'm not saying take away the town hall, but let it exist, but after the elections because I can see and hear and I know what's going to happen.

Mayor Hawkins: What I'm hearing you say is maybe the 75 days before a Springdale election is insufficient and that it should be a longer period of time. That's something for Council to have a conversation about. So, Council can change the legislation however they want, but even with that, for this year, it's not an issue for us for this year, but those are valid points and Council can have that talk.

Mrs. Webster: Okay.

Mayor Hawkins: Thank you ma'am.

Mrs. Webster: Thank you.

President Anderson: And then the other item that we want to discuss. What do we want to do? So, I can call the meeting regardless. We can have it for September 9th and then next year we'll plan to have a discussion early, if we're going to have it. My concern at this point is we're at May, right, and if we're not advertising and preparing for it, we just need to pick a date. If we go too far out into the year, aside from the budget issue, and the timing is that then you start getting into holidays and it's more difficult to have those types of discussions. So, we still need to make a decision. We're only talking about this next meeting, and then we can talk about changing the ordinance or making a rule for municipal election years separately, but we still need to decide tonight.

Mrs. Webster: I just think it would stop some problems if everybody knows we can have a town hall and it will be after the election. So, everyone that's newly elected, like I said, or repeat could be involved and understand things. You haven't before. I see problems. That's all I'm asking.

President Anderson: I understand. So, for 2027 I want to have that discussion to plan for it. What I want to do tonight is schedule the 2026 meeting only. There's no ordinance required. I'm trying to understand if people are going to be available. It was more a scheduling question as opposed to an ordinance question. If we want to talk about changing the ordinance for 2027 and do that and talk about a November date, that's fine, but what we're talking about tonight is does anybody on Council have a hard issue, not a philosophical issue for 2027, but for 2026, do people have hard scheduling conflicts or do you see something in the Community that would conflict

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President Anderson (continued): with that that. Because we don't want to compete with things like big school events or other civic events. So, the question is, really do people see issues this year with September 9, 2026, at the Rec Center for the town hall?

Mr. Jacobs: I have no issues. I like the date as is. I would be in favor of setting up this meeting.

Mrs. Webster: Why are we talking about this year's election when we don't have any elections?

President Anderson: That was the topic you brought up. You talked about election issues.

Mrs. Webster: We're not having any in 2026 locally. You said that three or four times and I know that. So why are we even discussing this tonight?

President Anderson: Right now, we're talking about scheduling the town hall for September 9th at 7:00 p.m.

Mr. Gleaves: I see no problem with scheduling September 9th. Thank you.

Mrs. Webster: No problem with what?

President Anderson: He had said that he saw no problems with the September 9th, 2026, time. For this year. We're talking about this year. So, I'm not hearing conflicts for this year, but I do take the note that we need to have a longer conversation about ongoing plans for the town hall. I will remind people in terms of stakes, last time we had a good turnout. There was, I want to say, 50 people. It was pretty well attended, but this isn't a City-moving type of event right now. I do want to get it advertised so that people have the opportunity to ask questions. So, we're going to go ahead and stick with that date for this year, and we'll go ahead and talk about if we need to update the ordinance or take a look at making it maybe earlier so that it's not an issue, maybe it's earlier in the year, maybe we do it in August or July, especially if we're going to be having summer schedules, so maybe we do it as a regular rotation that in place of one of our summer meetings that we cancel, we have the Q & A, right? So, that's another opportunity instead of pushing it back, maybe we pull it forward a little bit. Not so much that it steps on what's going on with the State of the City, but maybe it comes into the summer and replaces one of our summer meetings. So, that's something else to think about as an alternative. So, we'll go ahead and talk about that, but as a segue to the other item that was there, it was about summer schedule.

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Council Summer Meeting Schedule

President Anderson: Historically, Council has taken July and August instead of having two meetings, we typically just keep the one second meeting, the full meeting that has all the Committee reports in that. So that's the July 15th and August 12th. Now, this past summer we did cancel it differently, but that was to get around construction schedules. We were trying to accommodate that. So, the question for this year, and first it's for Administration to make sure that we're not anticipating a heavy load. Typically, we do the summer schedule because the ordinance load is much lower during the year and we don't typically need two meetings to get all the City's business done. We always caveat those cancellations with saying if there's work the City has to do, we'll call the meeting and have the meeting. So, while we want people to be able to make plans with their family and do all the things that people do in the summer, just know that if we do move to our summer schedule there is still that possibility, just like any day, there's something important or urgent in the City that can't wait, we will still have a meeting. It may not be the regular meeting; it will be a special meeting. Let me first confirm with administration, do you anticipate a load that's conducive to a summer schedule again this year or should we be skipping it?

Mr. Uhl: Yes. No, I think what we have projected throughout the summer, the summer schedule will accommodate all the legislation.

President Anderson: Okay. So, with hearing that from Administration, the proposal that I have is to maintain our summer schedule, which would mean we would cancel the July 1st and August 5th meetings. With that as a proposal, does anyone have concern or question before we make it a motion? I just want to make sure we have it before we go into that. Do people have issues with summer schedule? (None) You'll have another opportunity to respond. So, at this point, the Chair is open to a motion to cancel our July 1st and August 5th meeting to move to the summer schedule.

Mr. Hall: Motion affirmed.

President Anderson: Is there a second?

Mr. Gleaves: Second.

Motion to maintain the summer schedule as described passes with seven affirmative votes.

President Anderson: Please do keep in mind that it is possible that we may need to have them if things were to come, but in general if something comes up, we'll give you as much notice as possible.

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Meetings and Announcements

Mr. Hall: Just as a matter of clarification, where are we at with this town hall? Is it September 9th? If it is September 9th, then will it be part of the record that that will be for this year only and be decided for 2027 at a later date? Is that my understanding?

President Anderson: So, you're correct. What we're going to do is call it will be a meeting. Because there will be more of the Councilmembers there, it's a quorum, so technically it's a meeting. And I'll be calling it as a meeting. It doesn't require an ordinance or change, but it will be for September 9th. I believe we talked about 7:00 p.m. The time is subject to change based on review and Administration and what's available.

Mr. Hall: I understand. Thank you.

President Anderson: It will be at the Community Center. But, yes, that's for this year. We can talk about next year later.

Ms. McFarland: Planning Commission will meet in these chambers on May 11th at 7:00 p.m. and the Board of Health will meet in these chambers on May 14th at 6:30 p.m.

Mr. Gleaves: The Zoning Code Revision Committee will meet tomorrow in the conference room at 2:30 p.m. And the Board of Zoning Appeals is scheduled to meet the 26th at 7:00 p.m. in these chambers. That's all I have. Thank you.

Ms. Morgan: The next Civil Service Commission meeting will be tomorrow at 2:00 p.m. Thank you.

Ms. McFarland: Sorry, I was asked to remind everybody that the Community Luncheon at the elementary school is next Wednesday the 13th.

President Anderson: And, as a reminder, if you have not RSVP'd, I think you might be too late to Mr. Uhl, but I'm sure if you did not RSVP and still plan to attend, we can see what we can do to accommodate. But, please let them know so they can plan appropriately. In the past, I will encourage everyone if you're on the fence to go, it's a lovely event that the school puts on. The kids are all there for lunch, they have things that they've made to thank you. They have discussions. It's really a nice time.

Communications from the Audience - None

Recap of Legislative Items

Mr. Jacobs: Council, as you review your Legislative Summary, Item I; An Ordinance Amending Chapter 112 of the Springdale Code of Ordinances Regulating Door-To-Door Canvassing was addressed by Ordinance No. 20-2026, receiving a first reading. Item II; An Ordinance Authorizing the City Administrator to File an Application with the

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Mr. Jacobs (continued): Southwest Ohio Regional Transit Authority (SORTA) for Metro Transit Infrastructure Funds Related to the Bus Shelter Replacement Project, and Authorizing the Mayor and City Administrator to Execute All Contracts and Other Documents Related to the Project was addressed by Ordinance No. 19-2026, also receiving a first reading. Item III; An Ordinance Authorizing the City Administrator to Execute an Agreement for the Purchase of Natural Gas for the City's Natural Gas Aggregation program and Declaring an Emergency was addressed by Ordinance No. 21-2026 receiving seven affirmative votes. Item IV; An Ordinance Authorizing the Mayor and City Administrator to Enter Into a Funding Agreement with the Board of County Commissioners of Hamilton County, Ohio to Administer a 2026 Small Event Grant was addressed by Ordinance No. 22-2026, receiving a first reading. Item V; An Ordinance Accepting Approximately 0.118 Acres of Property as Public Right of Way Along a Portion of Glensprings Drive as Dedicated in the CCA Glensprings Subdivision was addressed by ordinance No. 23-2026, receiving a first reading. Item VI; A Resolution Authorizing the City of Springdale's Participation in the Ohio Association of Public Treasurers 2027 Workers' Compensation Group Retrospective Rating Program was addressed by Resolution No. R04-2026, receiving seven affirmative votes.

Legislation in Development

Mr. Jacobs: We have Item VII; An Ordinance Declaring Certain City Property as Surplus Property and Authorizing the Sale, Disposal, or Transfer of Surplus Property. That will be before Council at our next meeting on the 20th.

Mr. Jacobs: And then, finally, Council by voice vote approved moving to a summer schedule cancelling our July 1st and August 5th meetings. That's all I have.

Adjournment

Ms. McFarland: Move to adjourn.

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

Council adjourned at 9:20 p.m.

Respectfully submitted,

Nicole Browder
Clerk of Council

Minutes Approved:

Jeffrey Anderson, President of Council

_____, 2026

ORDINANCE NO. 19-2026

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO FILE AN APPLICATION WITH THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) FOR METRO TRANSIT INFRASTRUCTURE FUNDS RELATED TO THE BUS SHELTER REPLACEMENT PROJECT, AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE ALL CONTRACTS AND OTHER DOCUMENTS RELATED TO THE PROJECT AND DECLARING AN EMERGENCY

WHEREAS, street and road infrastructure maintenance is a priority for the City of Springdale (the “City”); and

WHEREAS, the Metro Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads, bridges, and related facilities involved in the provision of transit service by the regional transit authority; and

WHEREAS, the City is planning to make capital improvements known as the Bus Shelter Replacement Project (the “Project”) which includes replacement or installation of new bus shelters and furnishings at select locations throughout the City; and

WHEREAS, the City intends to apply for funding under the Metro Transit Infrastructure Fund Program through the Southwest Ohio Regional Transit Authority (SORTA) in support of the Project; and

WHEREAS, the replacement or installation of new bus shelters and furnishings at select locations throughout the City as part of the Project is considered to be a priority need for the City and is a qualified project under the Metro Transit Infrastructure Fund Program.

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

Section 1. The City Administrator is hereby authorized and directed to file an application for Metro Transit Infrastructure Funding related to the Bus Shelter Replacement Project (the “Project”).

Section 2. The Council for the City of Springdale (“City Council”) does hereby endorse and support the City’s application for Metro Transit Infrastructure Funding for infrastructure repairs and improvements related to the Project.

Section 3. If Metro Transit Infrastructure Funding is awarded to the City, the Mayor and City Administrator are authorized to execute all contracts and other documents implementing the Project.

Section 4. The City hereby requests the Southwest Ohio Regional Transit Authority (SORTA) consider and fund the application for the Project.

Section 5. City 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 its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6. This Ordinance shall take effect at the earliest period allowed by law.

Section 7. 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 finalize and submit the application and required documentation prior to the submission deadline.

Dated this 20th day of May, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

CERTIFICATE

The undersigned, Clerk of the Council of the City of Springdale, hereby certifies the foregoing Ordinance to be a true and correct copy of Ordinance No. 19-2026 adopted on the 20th day of May, 2026.

Clerk of Council

ORDINANCE NO. 20-2026

**AN ORDINANCE AMENDING CHAPTER 112 OF THE SPRINGDALE
CODE OF ORDINANCES REGULATING DOOR-TO-DOOR CANVASSING
AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Springdale, Ohio (“Council”), has previously adopted certain regulations contained within Chapter 112 of the Springdale Code of Ordinances (the “Code”) that govern door-to-door canvassing within the City of Springdale; and

WHEREAS, Council seeks to revise Chapter 112 related to door-to-door canvassing with the passage of this Ordinance.

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

Section 1. Chapter 112 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. This Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Section 4. 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 enact and adopt the amendments at the earliest possible date to ensure immediate compliance.

Passed this 20th day of May, 2026.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

CHAPTER 112: DOOR-TO-DOOR CANVASSING AND COMMERCIAL SOLICITATION

Section

- 112.01 Purpose
- 112.02 Definitions
- 112.03 Regulation of non-commercial canvassing~~Commercial solicitation license required~~
- 112.04 Permit required ~~Application~~ for commercial solicitation ~~license~~
- 112.05 Investigation and issuance of license~~permit~~ for commercial solicitation
- 112.06 Bond for commercial solicitation
- 112.07 Badges for commercial solicitation
- 112.08 Exhibition of license~~permit~~
- 112.09 Records
- 112.10 Duty of police to enforce
- 112.11 Revocation of license~~permit~~
- 112.12 Appeal of Denial or Revocation
- 112.13 Expiration of license~~permit~~
- 112.14 Sales on public property
- 112.15 Time restrictions
- 112.16 Prohibition of door-to-door canvassing or commercial solicitation by private citizens
- 112.17 Organizational liability
- 112.99 Penalty

§ 112.01 PURPOSE.

The United States Supreme Court has recognized that door-to-door ~~canvassers~~canvassing constitutes a historically significant and constitutionally protected form of communication. ~~As the Court observed, such activity “whether selling pots or distributing leaflets, may lessen the peaceful enjoyment of a home,” and that “burglars frequently pose as canvassers, ewither in order that they may have a pretense to discover whether a house is empty and hence ripe for burglary, or for the purpose of spying out the premises in order that they~~

EXHIBIT A
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may return later.” *Martin v. City of Struthers*, 319 U.S. 141, 144 (1943). ~~These problems concerns continue to be associated with door-to-door canvassing, as are even graver ones.~~

~~At the same time, the Supreme Court has made clear that the First Amendment protects the right to engage in door-to-door advocacy without prior governmental registration or permitting, particularly where such activity involves religious, political, or other noncommercial speech, and that such speech has historically been conducted anonymously. *Watchtower Bible & Tract Society v. Village of Stratton*, 536 U.S. 150 (2002).~~

~~Therefore, t~~The public purpose of this chapter is to ~~vigorously~~ protect ~~and preserve~~ the First Amendment right of free speech, ~~including commercial, anonymous religious, political, and charitable speech, through door-to-door canvassing and solicitation, and its accompanying promise of anonymity for the door-to-door canvassers,~~ while prudently balancing that right with the government’s ~~equally important interests role~~ in preventing fraud, ~~minimizing crime deterring criminal activity~~ protecting the personal ~~property interests of residences, security of its citizens, ensuring safety,~~ and above all, facilitating every citizen’s right to privacy.

~~This chapter is intended to establish regulations applicable primarily to commercial solicitation, while avoiding undue burdens on non-commercial canvassing, and ensuring residents retain the ability to control unwanted intrusions upon their property.~~

(Ord. 19-2003, passed 5-7-03)

§ 112.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMUNITY. The City of Springdale, Ohio.

DOOR-TO-DOOR. Travel by foot, motor vehicle or any other type of conveyance from house-to-house, building-to-building or door-to-door within the community. Such solicitation does not include telephone, Internet or any other electronic communication. Door-to-door travel is intended to mean the personal contact between two or more individuals at a home, office or building within the community.

DOOR-TO-DOOR CANVASSING. ~~The act of e~~Entering upon private property ~~or approaching a and/or private residences, without prior express invitation,~~ with the purpose of ~~initiating contact~~ing ~~with an the~~ occupant, ~~s whether by knocking, ringing a doorbell, speaking in person, or leaving written materials. thereof either face-to-face, by depositing documents at the residence, or both, but without invitation or permission to do so by the owners or occupants of such private property or residences. This shall include but not be limited to such activities that are for the purpose of advertising, promoting, selling, explaining and/or proselytizing any product, service, organization or cause, or for the purpose of soliciting orders for the sale of goods, wares, merchandise or services, or for the purpose of distributing handbills or other literature, or for the purpose of surveying or~~

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~~poll-taking. Door-to-door canvassing includes the distribution of literature or handbills, discussion of issues, advocacy, or solicitation in support for causes, any person conducting a survey, cause or organization so long as such canvassing does not involve the solicitation or requests for money and encompasses shall include both commercial solicitation and charitable/religious/political noncommercial canvassing as defined herein. solicitation. It is not the purpose of this chapter to regulate activities such as a mail carrier or meter reader entering upon private property in performance of his or her duties, or other similar persons where permission to enter property is implied by the service rendered.~~

~~COMMERCIAL SOLICITATION. The act of door-to-door canvassing entering upon private property or approaching a private residence, without prior express invitation, for the primary purpose of selling or offering goods or services for private profit, or taking orders for such goods or services for present or future delivery, whether monies are collected at the time of such solicitation or to be paid in the future.. soliciting orders for or making sales of goods, wares, merchandise, or service, or seeking donations or raising funds for any cause or organization for profit without prior appointment or permission of the occupant or occupants of such dwellings and which is not charitable/religious/political solicitation.~~

~~NON-COMMERCIAL CANVASSING. CHARITABLE/RELIGIOUS/POLITICAL SOLICITATION. Door-to-door canvassing conducted for purposes of engaging in non-commercial speech, including but not limited to political, religious, charitable, or other expressive activity, or for the purpose of soliciting donations or support where the proceeds are intended primarily to benefit a charitable, religious, civic, or nonprofit organization rather than private profit. by any person, the primary purpose of which is to solicit funds or sell goods for the benefit of charitable or not-for-profit organizations, or for the purpose of providing information, either written or oral, to the occupants of the dwelling about candidates for public office, political issues, or religious or church related matters.~~

~~CANVASSER. Any individual who engages in enters upon private property without invitation or permission for the purposes of door-to-door canvassing, as defined in this section above.~~

~~SOLICITOR. Any individual who engages in commercial solicitation as defined in this section.~~

~~EXEMPT ACTIVITIES. This chapter shall not apply to postal workers, utility employees, or similar persons performing official duties; persons invited onto the property; or deliveries of previously ordered goods.~~

(Ord. 19-2003, passed 5-7-03)

~~§ 112.03 COMMERCIAL SOLICITATION LICENSE REQUIRED.~~

~~No individual shall conduct commercial solicitation in the city without first obtaining a license to do so as provided in this chapter.~~

~~(Ord. 19-2003, passed 5-7-03)~~

§ 112.03 REGULATION OF NONCOMMERCIAL CANVASSING

(A) Noncommercial canvassing shall not require a permit.

(B) Noncommercial canvassers shall comply with posted “No Solicitation” or “No Trespassing” signs and all applicable laws regarding trespass, disorderly conduct, or harassment.

(C) No provision of this chapter shall be interpreted to require identification, registration, or prior approval for noncommercial canvassing.

§ 112.04 PERMIT REQUIRED APPLICATION FOR COMMERCIAL SOLICITATION ~~LICENSE~~.

(A) No person shall engage in commercial solicitation within the city without first obtaining a permit issued by the Police Department.

(B) Individuals engaging in Applicants for license for commercial solicitation under this chapter must file with the City Administrative OfficePolice Department a sworn application in writing (in duplicate) on a form to be furnished by the City Administrative OfficePolice Department which shall give the following information:

- (1) Name, description, and date of birth of applicant;
- (2) Permanent home address and full local address of the applicant;
- (3) A brief description of the nature of the business and the goods to be sold;
- (4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;
- (5) The length of time for which the right to do business is desired;
- (6) The place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where the goods or products are located at the time the application is filed, and the proposed method of delivery;
- (7) A photograph of the applicant taken within 60 days immediately prior to the date of the filing of the application, which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner; and
- (8) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance fraud, theft or deception-related offenses, the nature of the offense and the punishment or penalty assessed therefor.

(B) At the time of filing the application, a fee of \$25 shall be paid to the Police DepartmentCity Administrative Office to cover the cost of investigation of the facts stated therein.

(Ord. 19-2003, passed 5-7-03)

§ 112.05 INVESTIGATION AND ISSUANCE OF ~~LICENSE PERMIT~~ FOR COMMERCIAL SOLICITATION.

(A) Upon receipt of the application for a commercial solicitation ~~permit~~license, the original shall be referred to the Chief of Police, who shall cause the investigation of the applicant to be made.

(B) If as a result of the investigation, it is determined that the applicant has been convicted of any crime related to ~~fraud, theft, deception, or fraud, sex offenses, or other crime of moral turpitude~~, the Chief of Police shall endorse on the application his disapproval and his reasons for the same, ~~and return the application to the Mayor or his or her designee, who then~~ shall notify the applicant that his application is disapproved and that no ~~license permit~~ will be issued.

~~(C) If as a result of the investigation, no conviction as detailed in division (B) is discovered, the Chief of Police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return the permit, along with the application, to the Mayor or his or her designee, who shall deliver to the applicant his permit and issue a license. The license shall contain the signature and seal of the issuing officer and shall show the name, address and photograph of the licensee, the class of license issued and either the kind of goods to be sold under the license, and the amount of fee paid, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such soliciting or canvassing. The Mayor or his or her designee shall keep a permanent record of all licenses issued.~~

~~Upon completion of an investigation resulting in no conviction as detailed in division section (B) above class of issued and the kind of goods to be sold under the permit.~~

- ~~4. The amount of fee paid for the permit.~~
- ~~5. The date of issuance and the duration of its validity.~~
- ~~6. The license number and any other identifying description of vehicles used in such soliciting or canvassing.~~

~~The Chief of Police or their designee shall maintain a permanent record of all permits issued, including relevant details such as the permittee's information, permit type, fees paid, and vehicle descriptions.~~

(Ord. 19-2003, passed 5-7-03)

§ 112.06 BOND FOR COMMERCIAL SOLICITATION.

Every applicant for commercial solicitation, ~~not a resident of the city or who being a resident of the city represents a firm whose principal place of business is located outside~~

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~~the state,~~ shall file with the ~~Mayor-Chief of Police~~ or his or her designee a surety bond, running to the city in the amount of \$1,000, with surety acceptable to and approved by the ~~Mayor-Chief of Police~~ or his or her designee, conditioned that the applicant shall comply fully with all the ordinances of the city and the statutes of the state regulating and concerning the business of solicitor and guaranteeing to any citizen of the city that all money paid as a down payment will be accounted for and applied according to the representation of the solicitor and further guaranteeing to any citizen of the city doing business with the solicitor, that the property purchased will be delivered according to the representations of the solicitor. Action on such bond may be brought in the name of the city to the use or benefit of the aggrieved person or persons.

(Ord. 19-2003, passed 5-7-03)

§ 112.07 BADGES FOR COMMERCIAL SOLICITATION.

The ~~Mayor-Chief of Police~~ or his or her designee shall issue to each ~~licensee-permittee~~ at the time of delivery of his or her ~~licensepermit~~ a badge which shall contain the words "~~licensedpermitted~~ solicitor," the period for which the ~~licensepermit~~ is issued and the number of the ~~licensepermit~~, in letters and figures easily discernible from a distance of ten feet. The badge shall, during the time the ~~licensepermit~~ is effective, be displayed on the front of his or her outer garment in a way as to be conspicuous while engaging in commercial solicitation. ~~This requirement shall not apply to non-commercial canvassing.~~

(Ord. 19-2003, passed 5-7-03)

§ 112.08 EXHIBITION OF ~~LICENSEPERMIT~~.

Commercial solicitors are required to exhibit their ~~licensepermits~~ at the request of any citizen.

(Ord. 19-2003, passed 5-7-03)

§ 112.09 RECORDS.

~~—The Chief of Police shall report to the Mayor or his or her designee all convictions for violation of this chapter and the Mayor or his or her designee shall maintain a record for each license issued and record the reports of the violation therein.~~

The Chief of Police or their designee shall maintain a record for each permit issued and record any reports of violations of this chapter therein.

(Ord. 19-2003, passed 5-7-03)

§ 112.10 DUTY OF POLICE TO ENFORCE.

It shall be the duty of any police officer of the city, upon having reasonable suspicion that an individual is engaged in commercial solicitation without a required permit, to require ~~any that individual person seen engaging in commercial solicitation, who is not known to the officer to be licensed,~~ to produce his or her license permit for inspection and to enforce this chapter against any person found to be in violation violating the same.

(Ord. 19-2003, passed 5-7-03)

§ 112.11 REVOCATION OF LICENSE PERMIT.

(A) License Permits issued under this chapter may be revoked by the Mayor Chief of Police or his or her designee after notice and hearing for any of the following causes:

(1) Fraud, misrepresentation or false statement contained in the application of license permit;

(2) Fraud, misrepresentation or false statement made in the course of carrying on his business as a solicitor ~~or as canvasser~~;

(3) Any violation of this chapter;

(4) Conviction of any offense involving fraud, theft, deception, or sex offense crime or misdemeanor involving moral turpitude; or

(5) Conducting the business of commercial solicitation, in an unlawful manner, including but not limited to trespassing, or in a manner as to constitute a breach of the peace, or to constitute a menace to the health, safety or general welfare of the public.

(B) Notice of the hearing for revocation of a license permit shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. The notice shall be mailed, postage prepaid, to the licensee permittee at his or her last known address at least five days prior to the date set for hearing.

(Ord. 19-2003, passed 5-7-03)

§ 112.12 APPEAL OF DENIAL OR REVOCATION.

Any person aggrieved by the action of the Chief of Police ~~or the Mayor~~ or his or her designee in the denial or revocation of a permit ~~or license~~ shall have the right to appeal to the Mayor or his or her designee a higher level administrative authority. The appeal shall be taken made by the filing with the higher level administrative authority Mayor or his or her designee, within 14 days after notice of the action complained of has been mailed to the person's last known address. The appeal shall be a written statement setting forth fully the grounds for the appeal. The higher level administrative authority Mayor, or his or her designee, shall set a time and place for a hearing on the appeal and notice of the hearing

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shall be given to the appellant in the same manner for notice of hearing on revocation. The decision and order of the ~~higher level administrative authority~~ Mayor or his or her designee on the appeal shall be final and conclusive; provided, however, that if an appeal is perfected under this section, the effective date of revocation of any such permit shall be stayed until the appeal has been held if the appeal is perfected.

(Ord. 19-2003, passed 5-7-03)

§ 112.13 EXPIRATION OF ~~LICENSE~~PERMIT.

All ~~license~~permits issued under this chapter shall expire on December 31, in the year when issued, unless otherwise specified on the face of the ~~license~~permit.

(Ord. 19-2003, passed 5-7-03)

§ 112.14 SALES ON PUBLIC PROPERTY.

No person shall enter on any public street, alley, drive, lane, thoroughfare, public right-of-way, court, highway, boulevard or on the sidewalks thereof, to solicit the sale of any merchandise, wares, goods, foods, periodicals or other articles of value for present or future delivery.

(Ord. 19-2003, passed 5-7-03)

§ 112.15 TIME RESTRICTIONS.

~~(A) —Commercial solicitation is prohibited between the hours of 7:00 p.m. and 9:00 a.m. each day. No commercial solicitation is permitted at any time on a Sunday or a state or a national holiday.~~

~~(B) Nothing in this section shall be construed to restrict non-commercial canvassing except as otherwise provided by law.~~

(Ord. 19-2003, passed 5-7-03)

§ 112.16 PROHIBITION OF DOOR-TO-DOOR CANVASSING ~~OR COMMERCIAL SOLICITATION~~ BY PRIVATE CITIZENS.

(A) Notwithstanding the provisions of any other chapter of this code, any person, firm or corporation who is the owner or lawful occupant of private property within the territorial limits of the city may prohibit the practice of door-to-door canvassing ~~or solicitation~~ by posting upon such property a sign which reads “No Solicitation,” ~~“No Canvassing”~~ or other similar message upon or near the main entrance door to the residence or place of business.

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(B) It shall be unlawful for any canvasser or solicitor to go upon any premises and ring the doorbell upon or near any door, rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of any occupant of such residence or building for the purpose of door-to-door canvassing or solicitation in defiance of the sign exhibited in accordance with division (A) of this section, unless the canvasser or solicitor has been previously invited upon the premises by the owner, lessee, or an adult occupant thereof. This prohibition is applicable to all persons, including those who are licensed/permitted for commercial solicitation as described in this chapter.

(C) Any door-to-door canvassing or solicitation conducted in violation of division (B) of this section shall be subject to penalty under § 112.99.

(Ord. 19-2003, passed 5-7-03)

§ 112.17 ORGANIZATIONAL LIABILITY.

An organization may be prosecuted and held liable for the criminal penalties contained in § 112.99(B) for any violation of this chapter committed by an officer, agent or employee of the organization acting in its behalf and within the scope of his office or employment.

(Ord. 19-2003, passed 5-7-03)

§ 112.99 PENALTY.

(A) Whoever violates any provision of this chapter, in addition to any penalty already provided, shall be guilty of a minor misdemeanor and shall be fined no more than \$1500. Whoever violates any provision of this chapter after a first offense shall be guilty of a misdemeanor of the fourth degree. Each violation shall constitute a separate offense, and each entry upon different property shall constitute a separate offense.

(B) An organization convicted under this chapter shall be guilty of an unclassified minor misdemeanor and shall be fined no more than \$1,000. Each violation shall constitute a separate offense, and each entry upon different property shall constitute a separate offense.

(Ord. 19-2003, passed 5-7-03)

ORDINANCE NO. 22-2026

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A FUNDING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO TO ADMINISTER A 2026 SMALL EVENT GRANT

WHEREAS, Hamilton County, Ohio has established, as part of their 2026 General Fund Budget, the Small Event Grant Program to promote economic development in suburban communities through the support of smaller, community-focused events in Hamilton County; and

WHEREAS, interested local governments could apply for funds to implement and host events with costs including equipment rentals, entertainment and performers, marketing and promotion, security and insurance, permits and licenses, and other expenses eligible for grant funds; and

WHEREAS, the City of Springdale (the “City”) submitted an application for Springdale Pretzel Fest to be held on August 1 in the heart of the City (the “Event”) that will include expenses directly related to the Event; and

WHEREAS, the City seeks to enter into a funding agreement with the Board of Hamilton County Commissioners accepting the grant funding available through the Hamilton County Small Event Grant Program.

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

Section 1. The Council of the City of Springdale (the “Council”) hereby authorizes the Mayor and City Administrator to enter into a funding agreement with the Board of County Commissioners of the Hamilton County, Ohio to administer a 2026 Small Event Grant (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

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

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

Passed this _____ day of _____, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

**Funding Agreement Between the Board of County Commissioners,
Hamilton County Ohio and the City of Springdale to Administer a 2026 Small Event
Grant**

This Funding Agreement (the “Agreement”) is entered into on _____ day of _____, 2026 by and between the Board of County Commissioners, Hamilton County, Ohio (“County”) and the City of Springdale (“Grantee”) and shall be effective April 16, 2026 (“Effective Date”).

WHEREAS, pursuant to ORC 307.07, County established an Office of Economic Development and appointed the County Administrator as its director; and

WHEREAS, pursuant to ORC 307.64, County and Office of Economic Development established, as part of the 2026 General Fund Budget, the Small Event Grant Program to promote economic development in suburban communities through the support of smaller, community-focused events in Hamilton County; and

WHEREAS, entities applied for funds to implement and host events with costs including equipment rentals, entertainment and performers, marketing and promotion, security and insurance, permits and licenses, and other expenses eligible for grant funds; and

WHEREAS, the Grantee submitted an application for Springdale Pretzel Fest to be held on August 1st in the heart of Springdale (the “Event”) that will include expenses directly related to the Event, including those further described in Exhibit A (the “Event Grant Budget”) attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, the Springdale Pretzel Fest event attendance is expected to attract over 5,000 people, is hosted in a park near the city’s downtown business district and has demonstrated the participation of several small businesses in the event; and

WHEREAS, the Grantee agrees to expend the funds solely upon the expenses, costs, and fees, direct and indirect, of the Event for 2026.

In consideration of the mutual promises, covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties agree as follows:

- 1. Term:** The Grant Term shall commence as of the Effective Date and extend through December 31, 2026 (the “Grant Term”) unless the term of this Agreement is modified in writing or the Agreement is terminated in accordance with the provisions hereof.
- 2. Grant Amount and Uses:** Subject to the terms of this Agreement, the County, by and through its Office of Economic Development, hereby grants to the Grantee a one-time grant of money in the amount of Fifteen Thousand Dollars (\$15,000) (the “Grant Funds”). The Grant Funds are awarded to the Grantee exclusively for the expenses outlined in the Event Grant Budget. Expenditures of Grant Funds shall adhere to the breakdown of individual Event Grant Budget line items and may differ up to ten percent for any individual line item subject to approval by the County. Any differentiation beyond ten percent will require a written amendment to this Agreement. Any other use of Grant Funds without prior written

approval of the County shall be considered a non-allowable expenditure and may be subject to reimbursement of grant funds to the County upon a financial audit.

- 3. Disbursement:** Upon execution of this Agreement, the County will disburse the Grant Funds on a reimbursement basis. The Grantee shall invoice the County for Grant Funds and provide documentation on corresponding expenditures in a format acceptable to the County. The County shall deliver such funds to the Grantee within 30 days of receipt of invoice and accepted expenditure documentation, including, but not limited to, invoices and proof of payment. The Grantee shall not submit invoices more frequently than monthly.
- 4. Promotion of County Partnership:** Grantee shall ensure the County's brand is conspicuously recognized in advance of the Event, within promotional materials, and during the Event through various means.
- 5. Records of Grant Funds and Access:** The Grantee shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the Grant Funds consistent with cash basis accounting principles. The Grantee shall keep and preserve all Records for at least three (3) years following the expiration of this Agreement. The County or the County's designated representative, at the County's cost and expense, shall have the right to audit the Records at any time but shall not unreasonably interfere with the Grantee's operations in connection with any such audit.

Grantee agrees to adhere to Generally Accepted Accounting Principles and procedures issued and revised by the Financial Accounting Standards Board. Grantee further agrees to utilize adequate internal controls, and to adhere to required accounting principles and procedures.
- 6. Reporting:** The County reserves the right to require the submission of additional reporting as it relates to the activities and expenses related to the Grant Funds. Such documentation may include, but is not limited to, reports, spreadsheets and databases whether in electronic or paper form, attendance, and other economic outcomes from the Event. With reasonable promptness, Grantee shall supply County with such reporting and information pertaining to the Grant Funds as from time to time may be reasonably requested.
- 7. Unused Grant Funds:** Grant Funds not expended by the completion of the Grant Term shall be returned to the County within sixty (60) days.
- 8. Adherence to State, Local and Federal Laws, Regulations:** The Grantee shall comply with all federal, state and local laws, rules and regulations applicable to the expenditure of the Grant Funds and the completion of the Project.

- 9. Responsibility for Own Acts.** Except as otherwise provided under applicable law and without waiving or reducing any immunities provided thereby, each party shall be solely responsible for its negligent acts or omissions in the performance of its activities under this Agreement and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree that this section is only a statement setting forth the limited responsibility of each party solely for its own acts of judicially determined negligence or willful malfeasance and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other party. Neither party, by this Agreement, shall assume any liability or obligation of the other party.
- 10. Insurance Requirements:** During the term of this Agreement and for such additional time as may be required, Grantee shall provide, pay for, and maintain in full force and effect the insurance outlined in Exhibit B attached hereto and incorporated herein by reference.
- 11. Termination:** This Agreement may be terminated by the mutual written agreement of the parties; or by either party upon thirty (30) days written notice to the other in the event of a party's substantial failure to perform in accordance with the terms of this Agreement. Expenditures incurred prior to termination shall be submitted and reimbursed in accordance with the terms of this Agreement.
- 12. Enforcement of Agreement:** The validity, terms, performance and enforcement of this Grant Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio. Grantee hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in Cincinnati, Ohio for any action, suit or proceeding arising out of or relating to this Grant Agreement and the transactions contemplated hereby.
- 13. Miscellaneous:** This Grant Agreement, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this grant.

Signature Page Follows

The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

Name
Title
City of Springdale

Date

Jeffrey W. Alutto
Hamilton County Administrator
On behalf of Hamilton County Board of County Commissioners

Date

Approved as to form:

Ann K. Schooley

Assistant Prosecuting Attorney

4/29/2026

Date

Exhibit A
Event Grant Budget

Springdale Pretzel Fest Budget	Amount
Stage and Sound Equipment	\$15,000
Total:	\$15,000

Exhibit B
Insurance Requirements

Grantee shall procure and maintain for the duration of the Event insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees. The Grantee shall bear the cost of all insurance. Insurance shall be purchased from insurers authorized to provide insurance in Ohio with an A. M. Best rating of no less than A: VII.

Insurance coverage shall be at least as broad as:

- **Commercial General Liability** insurance policy with coverage contained in Insurance Services Office Form CG 00 01 on an "occurrence" basis, including products and completed operations, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit (or \$4,000,000). Coverage will include:
 1. Additional insured endorsement
 2. Contractual liability
 3. Broad form property damage
 4. Severability of interests
 5. Personal injury
 6. Joint venture as named insured (if applicable)
 7. Waiver of Subrogation

- **Auto liability** insurance contained in Insurance Services Office Form CA 00 01 of at least \$1,000,000 combined single limit, on all owned, non-owned, leased, and hired automobiles.

- **Workers' Compensation** insurance with Statutory limits as required by the State of Ohio, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if Grantee provides written verification that it has no employees)

- **Umbrella or Excess Policy** - The Grantee may use Umbrella or Excess Policies to provide the liability limits required in this Agreement. Use of Umbrella or Excess policies are acceptable provided they are written on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance, and other coverages required herein, including, but not limited to, primary and non-contributory, additional insured, self-insured retentions, (SIRs), additional insureds, indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds shall be called upon to contribute to a loss until the Grantee's primary and excess liability policies are exhausted.

Grantee further agrees with the following provisions:

- *Additional Insured Status* - Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers will be endorsed as additional insureds on the commercial general, business auto, and employer liability policies. An endorsement specifying "Hamilton County Ohio Board of County Commissioners and their employees, officials, agents, and volunteers" will be attached to the Certificate of Insurance sent to the Hamilton County Risk Manager.
- *Certificate Holder* – The Certificate Holder shall be listed as:

Board of County Commissioners
Hamilton County, Ohio
138 E. Court Street
Attn: Risk Management, Room 707
Cincinnati, Ohio 45202
- *Waiver of Subrogation* - Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County Ohio Board of County Commissioners. The Grantee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. However, this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurers. In addition, the Grantee will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- *Primary Coverage* – For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers. Any insurance or self-insurance maintained by the Hamilton County Ohio Board of Commissioners and its employees, officials, agents, and volunteers shall be excess of the Grantee’s insurance and shall not contribute with it.
- *Self-insured Retentions* - must be declared to and approved by the Hamilton County Risk Manager. The Risk Manager may require the Grantee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- The Grantee and the Hamilton County Ohio Board of County Commissioners agree to cooperate, participate fully and comply with all reasonable requirements and

recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

- *Verification of Coverage* - Grantee shall furnish the Hamilton County Risk Manager with original certificates of insurance and all required amendatory endorsements effecting coverage required by this clause before work begins. All insurance information required by this clause must be submitted electronically at:

Risk Manager
Hamilton County Ohio
COI@Hamiltoncountyohio.gov

Each certificate of insurance must identify the contract or solicitation number and project or service name in the “Description of Operations” of the Acord 25 Form.

- Hamilton County, Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- *Notice of Cancellation* - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except when thirty (30) days prior notice, including reasoning, has been given to the Hamilton County Risk Manager by email at COI@Hamiltoncountyohio.gov
- Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
- If any or all of the work or services contemplated by this contract is sublet, the Consultant will ensure the subcontractor(s) comply with all insurance requirements contained therein.

ORDINANCE NO. 23-2026

AN ORDINANCE ACCEPTING APPROXIMATELY 0.118 ACRES OF PROPERTY AS PUBLIC RIGHT OF WAY ALONG A PORTION OF GLENSPRINGS DRIVE AS DEDICATED IN THE CCA GLENSPRINGS SUBDIVISION

WHEREAS, the City of Springdale (the “City”) seeks to accept as public right-of-way approximately 0.118 acres of property located along Glensprings Drive near the intersection of Glensprings Drive and Springfield Pike.

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

Section 1. The City of Springdale City Council (“Council”) accepts as public right of way approximately 0.118 acres of property being part of Glensprings Drive near the intersection of Glensprings Drive and Springfield Pike depicted on a certain recorded subdivision plat recorded in Plat Book 506, Pages 9 and 10 of the Hamilton County Recorder’s Office as further described in the attached Exhibit A which is incorporated herein by reference.

Section 2. Council hereby authorizes the Mayor to execute any and all documents required in furtherance of the acceptance of this right of way by the City.

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

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

Passed this ___ day of May, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

**ORDINANCE 23-2026
EXHIBIT A**

**DESCRIPTION
Containing 0.118 Total Acres**

Situated in Section 13, Town 2, Range 2 B.T.M., City of Springdale, Springfield Township, Hamilton County Ohio and being part of Glensprings Drive, as dedicated in CCA Glensprings Subdivision, recorded in Plat Book 506, Page 9-10, and more particularly described as follows:

Beginning at a found 5/8" Iron Pin at the northerly right-of-way line of Glensprings Drive and at the southeast corner of Lot 1, of said CCA Glensprings Subdivision;

Thence along the southern line of said Lot 1 North 70°27'39" West, a distance of 39.34 feet to a found 5/8" Iron Pin and the True Point of Beginning;

Thence through the right-of-way of Glensprings Drive the following courses:

- **North 70°27'39" West**, a distance of **102.00 feet** to a point;
- **North 74°30'17" West**, a distance of **69.83 feet** to a point;
- With a non-tangent curve to the right, having a **Delta Angle of 10°40'42"**, a **Radius of 1115.92 feet**, an **arc length of 207.98 feet**, and subtended by a chord bearing North 64°27'17" West, a distance of 207.68 feet to a found 5/8" Iron Pin on the northerly right-of-way line of Glensprings Drive;

Thence with the northerly right-of-way line of Glensprings Drive the following courses:

- **South 68°42'30" East**, a distance of **109.87 feet** to a found 5/8" Iron Pin;
- **North 87°35'49" East**, a distance of **26.51 feet** to a found 5/8" Iron Pin;
- **South 65°50'17" East**, a distance of **61.25 feet** to a found 5/8" Iron Pin;
- **South 65°31'51" East**, a distance of **47.23 feet** to a found 5/8" Iron Pin;
- **South 68°08'28" East**, a distance of **77.78 feet** to a found 5/8" Iron Pin;
- **South 70°19'26" East**, a distance of **8.59 feet** to a found 5/8" Iron Pin;
- **South 57°41'45" East**, a distance of **50.63 feet** to the **True Point of Beginning**

Containing **0.118 acres** of land more or less.

ORDINANCE NO. 24-2026

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE FC CINCINNATI FOUNDATION ASSOCIATED WITH THE INSTALLATION OF AN ARTIFICIAL TURF MINIATURE SOCCER FIELD FOR THE CITY OF SPRINGDALE

WHEREAS, the City of Springdale (the “City”) seeks to enter into an agreement with The FC Cincinnati Foundation associated with the installation of an artificial turf miniature soccer field known as a Mini-Pitch for the benefit of City residents.

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 The FC Cincinnati Foundation for the installation of an artificial turf miniature soccer field. (the “Agreement”). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. 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 3. That this Ordinance shall take effect on the earliest date allowed by law.

Passed this _____ day of June, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

MINI SOCCER PITCH PROJECT AGREEMENT

THIS MINI SOCCER PITCH PROJECT AGREEMENT (this “**Agreement**”) is made as of this _____ day of _____, 2026 (the “**Effective Date**”), by and between the **CITY OF SPRINGDALE**, an Ohio municipal corporation (the “**City**”), and **FC CINCINNATI FOUNDATION**, an Ohio non-profit corporation (the “**Foundation**”). The City and the Foundation are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. The City is the fee owner of certain real property located near 11999 LAWNVIEW AVENUE, SPRINGDALE, OHIO 45246, known as the City of Springdale Community Center, and more particularly described on Exhibit A (the “**Property**”).

B. The Foundation desires to pay for the construction of and donate to the City, an approximately 98-foot long by 44-foot wide artificial turf “miniature” soccer field (the “**Mini-Pitch**”) on the Property for youth and adult recreational use at no charge in order to promote soccer and an active and healthy lifestyle within the local community, all in accordance with the terms and conditions of this Agreement (the “**Project**”).

C. In connection with the Project, the Foundation will engage the Motz Group (the “**Project Manager**”) to construct and install the Mini-Pitch.

D. The City agrees to cooperate and provide reasonable assistance to the Foundation and the Project Manager in construction of the Mini-Pitch, and to assume certain obligations in regards to the Mini-Pitch in accordance with the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Project Construction; Charitable Contribution.**

(a) Project Construction. The construction of the Mini-Pitch shall be performed by the Project Manager at the sole cost and expense of the Foundation in accordance with this Agreement. Prior to commencing any construction work, the Project Manager, in consultation with the Foundation, shall prepare and submit for approval to the City the plans and specifications for the Mini-Pitch (the “**Project Specifications**”). The Parties shall finalize the Project Specifications within a reasonable time after delivery. All work performed by the Project Manager to construct the Mini-Pitch shall be in accordance with the Project Specifications approved by the Parties.

(b) City Cooperation. The City will cooperate with the Foundation and Project Manager to ensure the Property is provided in a construction-ready manner in accordance with the

Project Specifications and use reasonable efforts to assist the Project Manager to obtain all necessary permits and approvals related to construction of the Mini-Pitch, which shall be obtained at the City's sole cost and expense. Ensuring the Property is provided in a construction-ready manner includes but is not limited to the following: (i) installation, removal, and restoration of a construction access drive to the Mini-Pitch; (ii) identifying and marking existing utilities; (iii) ensure there is fine grade, seed, and straw in the area less than 10,000 square feet around the area of the Mini-Pitch footprint; and (iv) providing right of entry and access to water via a fire hydrant to Project Manager and Foundation.

(c) Access to Construction Site. The City hereby grants and conveys to the Project Manager, temporary access for construction of the Mini-Pitch, as reasonably required and specified by the Project Manager, which may include access, storage and grading, on, over, under and across the Property as necessary for the purpose of constructing the Mini-Pitch, and any related improvements in connection with the Mini-Pitch. This grant of access will last for a period necessary for construction of the Mini-Pitch to be completed, which will be in accordance with a timeline to be mutually agreed upon by the Parties. Any costs or expenses incurred in restoring the access area upon completion of the Project shall be borne by the City.

(d) Charitable Contribution. The City shall have no obligation to finance any portion of the construction of the Mini-Pitch, it being understood and acknowledged that the construction of the Mini-Pitch by the Project Manager will be at the sole cost and expense of the Foundation, as a charitable contribution by the Foundation to the City in order to promote soccer and an active and healthy lifestyle within the local community.

2. Term. This Agreement shall commence on the Effective Date, and will continue unless and until (i) a Party terminates this Agreement in accordance with Section 0, or (ii) the Parties mutually agree in writing to terminate the Agreement.

3. Defects; Assignment of Warranties. The Foundation will remedy, at its sole cost and expense, any defects in the Mini-Pitch as a result of defective workmanship, materials or equipment ("Defects"), provided that such Defects have been discovered within one (1) year following the date on which the Mini-Pitch is completed. Upon completion of the Mini-Pitch, the Foundation will, to the extent assignable, assign to the City all warranties and guarantees provided by the Project Manager related to the construction of the Mini-Pitch.

4. Disclaimer of Warranties. Outside of the obligation to remedy Defects, the Foundation makes no representations or warranties of any kind, either express or implied, with respect to the condition of the Mini-Pitch, including but not limited to any implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the Mini-Pitch. To the maximum extent permitted by law, except for those express warranties contained in this Agreement, the City hereby waives the benefit of all warranties and covenants, express or implied, with respect to the Mini-Pitch.

5. Maintenance and Use. Upon completion of the construction of the Mini-Pitch, the City will be responsible for any damages, costs and expenses related to the Mini-Pitch. The City, as applicable, shall, at its sole cost and expense, make all repairs and replacements to the Mini-Pitch and maintain the Mini-Pitch in good operating condition and repair and in compliance with

all applicable governmental requirements. The City shall, at its sole cost and expense, provide adequate security at the Property consistent with its existing security operations for similar properties in the City. If the Mini-Pitch is damaged after completion of construction due to vandalism or other criminal activity, the City may apply for a grant from the Foundation to cover the costs and expenses (in whole or in part) related to the damage. The Foundation will consider the City's request for a grant in good faith, taking into account such factors as whether the City has complied with its obligations to maintain the Mini-Pitch in good operating condition, including providing adequate security.

6. **Restoration of Mini-Pitch.** At the end of Mini-Pitch's useful life, as determined by the Foundation in reasonable consultation with the City, the Foundation will share in the cost of repairs and replacements to the Mini-Pitch to restore the Mini-Pitch to its original good operating condition, provided the Foundation's obligations to restore the Mini-Pitch under this Section 6 are contingent on the City complying with its obligations to maintain the Mini-Pitch during its useful life pursuant to Section 5. There shall be a presumption that the useful life of the Mini-Pitch shall be no less than 5, but no greater than 10 years, rebuttable by a clear showing from the Foundation otherwise.

7. **Project Use Restrictions.** The City covenants and agrees that it will use reasonable efforts to ensure the primary use of the Mini-Pitch is soccer programming, including making the Project available to organizations within the community that support soccer for children and adults of all levels and capabilities. The City covenants and agrees not to knowingly permit any activities at the Mini-Pitch which are non-soccer related (that could result in damage to the Mini-Pitch) or illegal. Upon request by the City, the Foundation will use good faith efforts to assist the City in providing soccer programming for the Mini-Pitch.

8. **Project Signage, Publicity Material and Recognition.**

(a) During the construction of the Mini-Pitch, the Foundation shall be permitted, at its sole cost and expense, to display a temporary sign or banner advertising the Project, including construction partners or sponsors associated with the Project. Upon completing the construction of the Mini-Pitch, the Foundation shall have the right, at its sole cost and expense, to place and maintain permanent signage at the Mini-Pitch identifying the Foundation and/or its affiliate, Fussball Club Cincinnati, LLC, a Delaware limited liability company, the operator of the "FC Cincinnati" MLS soccer team ("FCC") and any sponsors of the Project, in accordance with the Project Specifications approved by the Parties. In the event the Foundation desires to update and/or modify its existing signage, the Foundation shall submit its proposed signage to the City for prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. All signage shall comply with applicable local regulations.

(b) The Foundation shall have the right to publicize and show photographs and video of the Mini-Pitch and Property. The City grants the Foundation a limited, non-exclusive, non-transferable, right and license to use and display the City's name and logo in connection with the promotion of the Project and in any and all media related to the Project. The City shall display the Foundation's name among its partners on the City's website, with a hyperlink to the Foundation's web address. The City will also include the "FCC Mini-Pitch" amongst any "things to do" or similar pages on the City's website. The Foundation and the City will discuss, in good

faith, creating a separate landing page on the City's website to highlight the Project as part of the Project Specifications.

(c) The City and the Foundation will collaborate to host a grand opening event for the Mini-Pitch. The Parties will use good faith efforts to maximize exposure and publicity for the grand opening event.

9. **Intellectual Property Rights.** Except as specifically provided in this Agreement, neither Party grants any right or license to the other Party to use its marks, logos or other intellectual property rights or interests in connection with the Mini-Pitch, Project, or the Property without its prior written approval.

10. **First Right to Use.** In the event the Foundation or FCC desire to use the Mini-Pitch for soccer related programming, the Foundation and FCC shall have the first right to use the Mini-Pitch upon providing at least reasonable advance notice to the City, provided that the Mini-Pitch has not been previously reserved by the City or a third-party for the specific date(s) and time(s) desired by the Foundation or FCC. The City shall use reasonable efforts to accommodate any request by the Foundation or FCC to use the Mini-Pitch. The Foundation and FCC agree, at their sole cost and expense, to submit any applicable event permits that may be reasonably required by the City for use of the Mini-Pitch.

11. **Insurance.** During the construction of the Mini-Pitch, the Project Manager shall procure and maintain insurance coverage against personal injury and property damage and for any personal property, inventory and/or equipment stored on or about the Property. Each policy shall be written by a reputable and financially sound insurance company duly licensed and admitted in the State of Ohio. Upon request, the Project Manager shall provide to the City certificates of insurance evidencing the coverage contemplated herein. The Foundation will require the Project Manager to agree to comply with all Ohio Workers' Compensation laws for the Project Manager, its employees, and the employees of any contractors who work on the project.

12. **Default.** Except as otherwise set forth in this Agreement, if either Party fails to perform any of its material obligations under this Agreement (the "**Breaching Party**"), the other Party (the "**Non-Breaching Party**") may provide written notice to the Breaching Party describing such breach. Upon receipt of written notice from the Non-Breaching Party, the Breaching Party shall have twenty (20) calendar days from the date it receives written notice from the Non-Breaching Party to cure such breach. If the Breaching Party fails to cure the breach within twenty (20) calendar days, or the breach cannot be cured, the Non-Breaching Party may take any of the following actions, at its discretion:

(a) The Non-Breaching Party may perform such obligation for the Breaching Party, at the Breaching Party's expense. In such event, the Breaching Party shall reimburse the Non-Breaching Party for all of or its proportionate share (as applicable) of the cost thereof, within ten (10) days after receiving a request for reimbursement along with a paid invoice (together with reasonable supporting documentation) from the Non-Breaching Party; or

(b) Terminate this Agreement, effective upon written notice to the Breaching Party.

In the event of default hereunder, in addition to the remedies included in this Section 0, the Non-Breaching Party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, specific performance and injunctive relief.

13. **Liens.** In the event any lien is filed against the Property, or any part thereof, in connection with the construction of the Mini-Pitch as provided herein or other work performed by or on behalf of any Party in accordance with this Agreement, such Party agrees to promptly take such action as is necessary to have the lien discharged of record. Notwithstanding the foregoing, such Party may bond over such liens as permitted by applicable law.

14. **Liability.**

(a) The City agrees to be liable for all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees related to any claim of a third party arising out of or occurring in connection with (i) the operation, location, or condition of the Property, or any person's use of all or any portion of the Property, whether authorized or unauthorized, proper or improper; (ii) the operation, location, or condition of the Mini-Pitch, or any person's use of all or any portion of the Mini-Pitch, whether authorized or unauthorized, proper or improper, upon completion of the Mini-Pitch; (iii) the City's breach of this Agreement; or (iv) the grossly negligent or willful misconduct of the City, its employees, contractors, consultants, or agents, except to the extent the third party claim arises out of or results from the gross negligence or willful misconduct of the Foundation.

(b) The Foundation agrees to be liable for all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, related to any claim of a third party arising out of or in connection with (i) the Foundation's breach of this Agreement; or (ii) the grossly negligent or willful misconduct of the Foundation, its employees, contractors, consultants, or agents, except to the extent third party claim arises out of or results from the gross negligence or willful misconduct of the City.

15. **Limitation of Liability.** Except for liability for infringement or misappropriation of intellectual property rights, neither Party shall be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of or relating to any breach of this Agreement, whether or not the possibility of such damages has been disclosed in advance by the other Party or were foreseeable, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

16. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.

17. **Modifications.** No agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or part, unless such agreement is in writing and signed by all of the Parties to this Agreement.

18. **Assignment.** Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which

consent shall not be unreasonably withheld or delayed, provided, that upon prior written notice to the City, the Foundation may assign the Agreement to an affiliate of the Foundation. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19. **Entire Agreement.** This Agreement, including the attached Exhibits, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter.

20. **Waiver of Default.** No waiver of any obligation by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such obligation.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

22. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of laws. Each Party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in Hamilton County, Ohio, and by execution and delivery of this Agreement, such Party irrevocably consents to jurisdiction and venue in each such courts.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Mini Soccer Pitch Agreement to be executed as of the Effective Date.

THE CITY:

CITY OF SPRINGDALE],
an Ohio municipal corporation

By: _____

Name: _____

Title: _____

THE FOUNDATION:

FC CINCINNATI FOUNDATION,
an Ohio non-profit corporation

By: _____

Name: _____

Title: _____

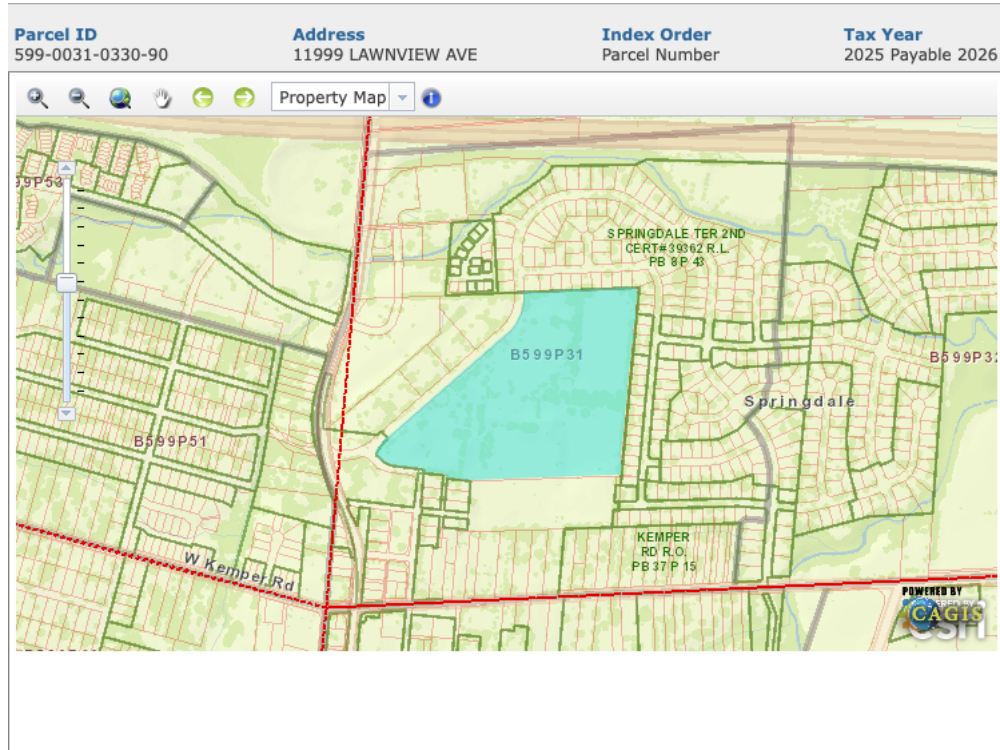
EXHIBIT A

Property Description

ES MAIN ST 29.4225 AC R2-T2-S7-13

Parcel ID

599-0031-0330-90



ORDINANCE NO. 25-2026

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

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

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

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

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

Section 3. 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 _____, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date

ORDINANCE NO. 25-2026

EXHIBIT A

Asset ID Qty Description

Police

PD-001	1	HP Pro Desk 400G5, Serial No. USH931L56J
PD-002	1	HP Pro Desk 400G5, Serial No. MXL91934ML
PD-003	1	HP Pro Desk 400G5, Serial No. MXL91934MW
PD-004	1	HP P241v Monitor, Serial No. 1CR0311CS6
PD-005	1	HP W2072a Monitor, Serial No. CNC406PHT3
PD-006	1	Zebra Printer GK42d, Serial No. 31J175231929
PD-007	1	Panasonic 3-Hole Punch KX30P1, 805142M
PD-008	1	Ibico Laminator HL-4, Serial No. 01561
PD-009	1	GBC Heat Seal H310, Serial No. SL53235H
PD-010	1	Brother HL-L2300D Printer, Serial No. U63878C0N183613
PD-011	1	HP Elite Desk 800G5, Serial No. MXL0154F0S
PD-012	1	Martin Yale Auto Folder, Serial No. 44696
PD-013	1	Vivitar Tri-Pod, Model No. 1220, Serial No. 04326
PD-014	2	Motorolla XTS 5000 Radios, Serial Nos. 721CDQ0724, 721CDQ2101
PD-015	1	HP Pro Desk 400G5, Serial No. MXL8291FQR
PD-016	1-lot	25 Motorola Shoulder Microphones, Model No. NMN6250A
PD-017	1-lot	Motorola Whip 800 Antennas, Model No. NAF5037A
PD-018	1	Motorola Shoulder Microphone, Model No. NMN6193C

Parks and Recreation

PR-001	1-Lot	4 Metal Patio Tables and 14 Chairs
PR-002	1-Lot	6 Lenovo ThinkCentre, Serial Nos. 1S09B2UMJZHHTTP, 1S0958B2UMJZKNAA, 1S095B2UMJZKNAH, 1S0958B2UMJZKNAE, 1S0958B2UMJZKNAD
PR-003	1	Cybox Arc Trainer
PR-004	1	Matric Treadmill
PR-005	1	Ivanko 2.5 lb Metal Plates
PR-006	1	Ivanko 5 lb Metal Plates
PR-007	1	Ivanko 10 lb Metal Plates
PR-008	1	Ivanko 25 lb Metal Plates
PR-009	1	Ivanko 35 lb Metal Plates
PR-010	1	Ivanko 45 lb Metal Plates
PR-011	1	Nautilus 2ST Series Adjustable Incline Bench
PR-012	1	Nautilus 2ST Assisted Pull-up and Tri-Dip
PR-013	1	Nautilus 2ST Back Extensions
PR-014	1	Nautilus 2ST Vertical Knee Rise
PR-015	1	Nautilus 2ST Chest Fly
PR-016	1	Nautilus 2ST Chest Press
PR-017	1	Nautilus 2ST Compound Row
PR-018	1	Nautilus 2ST Decline Situp Bench
PR-019	1	Nautilus 2ST Flat Bench
PR-020	1	Nautilus 2ST Hip Adduction
PR-021	1	Nautilus 2ST Hip Abduction
PR-022	1	Nautilus 2ST Incline Bench
PR-023	1	Nautilus 2ST Lat Pullover
PR-024	1	Nautilus 2ST Lateral Fly
PR-025	1	Nautilus 2ST Leg Curl
PR-026	1	Nautilus 2ST Bicep Curl
PR-027	1	Nautilus 2ST Preacher Curl Bench
PR-028	1	Nautilus 2ST Shoulder Press
PR-029	1	Nautilus 2ST Tricep
PR-030	1	Squat Rack
PR-031	1	Nautilus 2ST Abdominal Crunch
PR-032	1	Nautilus 2ST Incline Bench
PR-033	1	Nautilus 2ST Assisted Sit-up Bench
PR-034	1	Nor-Com Stereo Audio System with 4 Speakers, Model No. PMD510U, Serial No. Mz039973820097

RESOLUTION NO. R05-2026

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR FINANCIAL ASSISTANCE THROUGH THE NATUREWORKS GRANT PROGRAM ADMINISTERED BY THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE FREE ACCESSIBLE OUTDOOR FITNESS AREA AND PICKLEBALL COURTS PROJECT

WHEREAS, the State of Ohio Department of Natural Resources administers financial assistance for public recreation purposes through the NatureWorks Grant Program; and

WHEREAS, the City of Springdale (the “City”) seeks to enhance recreational opportunities and accessibility for its residents through development of a Free Accessible Fitness Area and Pickleball Courts Project (the “Project”); and

WHEREAS, the City desires to apply for grant funding in the amount of one-hundred fifty thousand dollars (\$150,000) through the NatureWorks Grant Program for the Project; and

WHEREAS, the City acknowledges its obligation to provide a twenty-five percent (25%) local match for the Project should the grant be awarded; and

WHEREAS, the Project is anticipated to be completed in calendar year 2027.

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

Section 1. The Council of the City of Springdale (“Council”) hereby authorizes the City Administrator to file an application for financial assistance through the NatureWorks Grant Program administered by the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible financial assistance.

Section 2. Council hereby acknowledges that funds necessary to satisfactorily complete the project and to meet all requirements for reimbursement under the terms of the grant program will need to be obligated at a future date in accordance with applicable budgetary and appropriation procedures.

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 Resolution shall take effect on the earliest date allowed by law.

Passed this 20th day of May, 2026.

Attest:

Clerk of Council

President of Council

Approved:

Mayor

Date

RESOLUTION NO. R06-2026

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO FILE A FUNDING APPLICATION FOR SURFACE TRANSPORTATION BLOCK GRANT FUNDING THROUGH OKI FOR TRAFFIC LIGHT UPGRADES THROUGHOUT THE CITY

WHEREAS, street and road repairs are a priority for the City of Springdale; and

WHEREAS, the City of Springdale will apply for funding through OKI Surface Transportation Block Grant (STBG) funding for infrastructure repairs and improvements.

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

Section 1. That the City Administrator is hereby authorized and directed to file an application with OKI for the Surface Transportation Block Grant funding for Traffic Light Upgrades throughout the City.

Section 2. That the Council for the City of Springdale does hereby endorse and support the application for Surface Transportation Block Grant funding for Traffic Light Upgrades throughout the City.

Section 3. That the City of Springdale hereby requests OKI to consider and fund this application.

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

Passed the 20th day of May, 2026.

President of Council

Attest:

Clerk of Council

Approved:

Mayor

Date