

# Pride ~ Progress ~ Possibilities

**Riverside Municipal Building  
5200 Springfield Street, Suite 100  
Riverside, Ohio 45431**

**June 20, 2024**

Council Meeting

**6:00 P.M.**

City Council

PETER J. WILLIAMS, MAYOR

ANDY BROWN  
MIKE DENNING  
BRENDA FRY  
ZACHARY JOSEPH  
SARA LOMMATZSCH  
JESSE MAXFIELD

Josh Rauch, City Manager

Katie Lewallen, Communications Manager/Clerk of Council

# Calendar for year 2024 (United States)



Council Business Meeting

Council Business Meeting

## January

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- Jan 1 • New Year's Day
- Jan 15 • Martin Luther King Jr. Day
- Feb 19 • Presidents' Day
- May 27 • Memorial Day

- Jun 19 • Juneteenth
- Jul 4 • Independence Day
- Sep 2 • Labor Day
- Oct 14 • Columbus Day

- Nov 11 • Veterans Day
- Nov 28 • Thanksgiving Day
- Dec 25 • Christmas Day

# AGENDA

Please place all cell phones in silent mode before the meeting begins.

## RIVERSIDE CITY COUNCIL

**Riverside Administrative Offices  
5200 Springfield Street, Suite 100  
Riverside, Ohio 45431**

**Thursday, June 20, 2024  
Business Meeting 6:00 P.M.**

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) EXCUSE ABSENT MEMBERS
- 4) ADDITIONS OR CORRECTIONS TO AGENDA
- 5) APPROVAL OF AGENDA
- 6) PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- 7) MINUTES – Approval of minutes from the June 6, 2024, council business meeting.
- 8) ACCEPTANCE OF CITIZEN PETITIONS
- 9) PUBLIC COMMENT ON AGENDA ITEMS
- 10) UNFINISHED BUSINESS
  - A) ORDINANCES
    - l) **Ordinance No. 24-O-851** – An ordinance approving a change in the district boundaries as shown on the zoning map of the City of Riverside, Ohio for the site known as 1600 Brandt Pike, Parcel ID No. I39 00518 0017, from R-3 Medium Density Residential District to B-2 General Business District. (2<sup>nd</sup> reading, public hearing, potential adoption)
- 11) NEW BUSINESS
  - A) ORDINANCES
    - l) **Ordinance No. 24-O-852** – An ordinance to make supplemental appropriations for current expenses and other expenditures of the City of Riverside, State of Ohio, for the period January 1 through December 31, 2024.
  - B) RESOLUTIONS
    - l) **Resolution No. 24-R-2955** – A resolution authorizing the city manager to enter into a grant agreement with the State of Ohio Department of Development to

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please notify the City of Riverside at least 72 hours in advance by calling 937.233.1801.*

participate in the Infrastructure Investment and Jobs Act Energy Efficiency Conservation Block Grant Brightening Ohio Communities Program with funds awarded by the United States Department of Energy.

- II) **Resolution No. 24-R-2956** – A resolution authorizing the city manager to enter into a grant agreement between the City of Riverside, Ohio and the Board of County Commissioners of Montgomery County, Ohio, for the purpose of receiving a Community Development Block Grant (“CDBG”) from Montgomery County for the mitigation of blighted structures in key areas within the City.
- III) **Resolution No. 24-R-2957** – A resolution authorizing the City Manager to enter into a professional services agreement with Downing Community Advisors for the establishment of Riverside Community Improvement Corporation.
- IV) **Resolution No. 24-R-2958** – A resolution to repeal Resolution No. 24-R-2946 providing for the submission to the electorate of an amendment to Article X, Section 10.03, amending Section 10.03, “Conduct of Elections,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.

12) PUBLIC COMMENT ON NON-AGENDA ITEMS

13) CITY MANAGER REPORT

14) COUNCIL MEMBER COMMENTS

15) ADJOURNMENT

MINUTES

**CALL TO ORDER:** Mayor Williams called the Riverside, Ohio, City Council Meeting to order at 6:00 p.m. at the Riverside Administrative Offices, 5200 Springfield Street, Suite 100, Riverside, Ohio, 45431.

**ROLL CALL:** Council attendance was as follows: Mr. Brown, absent; Mr. Denning, present; Ms. Fry, present; Mr. Joseph, present; Ms. Lommatzsch, present; Mr. Maxfield, present; and Mayor Williams, present.

Staff present were as follows: Josh Rauch, City Manager; Kim Baker, Finance Director; Nia Holt, Community Development Director; Jim Miller, Law Director; and Katie Lewallen, Communications Manager/Clerk of Council.

**EXCUSE ABSENT MEMBERS:** Mr. Joseph moved; seconded by Mr. Maxfield, to excuse Mr. Brown from the council meeting. All were in favor. **Motion carried.**

**ADDITIONS OR CORRECTIONS TO THE AGENDA:** No additions or corrections were made.

**APPROVAL OF AGENDA:** Mr. Joseph moved, seconded by Mr. Denning, to approve the agenda. All were in favor. **Motion carried.**

**PLEDGE OF ALLEGIANCE:** Mayor Williams led the pledge of allegiance.

**PROCLAMATIONS:** Mayor Williams presented the following proclamations: Archbishop Carroll High School Valedictorian Neil Tivakaran, Walter E. Stebbins High School Valedictorian Thomas Nguyen, and Walter E. Stebbins High School Salutatorian Caden Keller.

**MINUTES:** Mr. Denning moved, seconded by Ms. Lommatzsch, to approve the May 2, 2024, council business meeting minutes and the May 9, 2024, work session minutes. All were in favor. **Motion carried.**

**WRITTEN CITIZEN PETITIONS:** Mayor Williams stated that anyone wishing to speak should fill out a form located in the back of the room and hand it to the clerk.

**PUBLIC COMMENT ON AGENDA ITEMS:** Two forms were received for public comment on agenda items. Mayor Williams asked speakers to state their name, address, and to keep comments to three minutes.

Mrs. McKahla West, 4404 Airway Road, Riverside, OH, stated they bought a house in Riverside two years ago. She is the runs and is the president of a 501-c(3) non-profit called 'Nourish Our Neighbors', spending a lot of time with the unhoused and impoverished of Dayton and Montgomery County. She thinks that ranked choice voting is a phenomenal

choice for Riverside and will put them back on the map with southeast Ohio being the first to reinstate ranked choice voting. She encouraged them to vote for it.

Mr. Mitchell West, 4404 Airway Road, Riverside, OH, stated he supports ranked choice voting. He has been a resident for the last six years. He would like Riverside to be the first to institute ranked choice voting. He feels it would put Riverside on the map as an example for the rest of Ohio to follow as far as representative democracy goes.

## **NEW BUSINESS**

### **A. ORDINANCES**

- I) Ordinance No. 24-O-851 – An ordinance approving a change in the district boundaries as shown on the zoning map of the City of Riverside, Ohio for the site known as 1600 Brandt Pike, Parcel ID No. I39 00518 0017, from R-3 Medium Density Residential District to B-2 General Business District. (1<sup>st</sup> reading)**

Mr. Rauch stated this ordinance rezones the property purchased by Project Riverside into the General Business District at the recommendation of the planning commission.

Ms. Lommatzsch moved, seconded by Mr. Denning, to approve Ordinance No. 24-O-851.

The clerk read the ordinance by title only.

Mr. Denning asked if this was another property that got zoned differently when they did the UDO. Ms. Holt stated she reviewed the history, and this was shown as an R-3, Single Family, since 1994. It is actually a church. The church has been non-conforming. Mr. Denning stated that is why he asked since it was a church in a residentially zoned area.

Roll call went as follows: Ms. Lommatzsch, yes; Mr. Denning, yes; Ms. Fry, yes; Mr. Joseph, yes; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.**

The second reading and public hearing of Ordinance No. 24-O-851 will be held on June 20, 2024.

### **B. RESOLUTIONS**

- I) Resolution No. 24-R-2940 – A resolution by the Riverside City Council authorizing an increase in the Clerk of Council’s annual salary effective June 1, 2024.**

Mr. Rauch stated this resolution adjusts the compensation of the City Clerk.

Mr. Joseph moved, seconded by Mr. Maxfield, to approve Resolution No. 24-R-2940.

Roll call went as follows: Mr. Joseph, yes; Mr. Maxfield, yes; Mr. Denning, yes; Ms. Fry, yes; Ms. Lommatzsch, yes; and Mayor Williams, yes. **Motion carried.**

- II) Resolution No. 24-R-2941 – A resolution providing for the submission to the electorate of an amendment to Article V, Section 5.03(A), amending Section 5.03(A), “Procedure for Passage of Ordinances,” of the Charter of the City of**



**Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.**

Mr. Rauch stated this resolution would allow for public notices to be posted on the City's website or any other method approved by state law; it removes the requirement to publish in the newspaper.

Ms. Lommatzsch moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2941.

Roll call went as follows: Ms. Lommatzsch, yes; Mr. Joseph, yes; Mr. Denning, yes; Ms. Fry, yes; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.**

**III) Resolution No. 24-R-2942 – A resolution providing for the submission to the electorate of an amendment to Article VI, Section 6.03(I), amending Section 6.03(I), “Powers and Duties,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.**

Mr. Rauch stated the proposed amendment would clarify the powers of the city manager to make procurements according to city ordinances and resolutions.

Mr. Denning moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2942.

Roll call went as follows: Mr. Denning, yes; Mr. Joseph, yes; Ms. Fry, yes; Ms. Lommatzsch, yes; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.**

**IV) Resolution No. 24-R-2943 – A resolution providing for the submission to the electorate of an amendment to Article IX, Section 9.03, amending Section 9.03, “Planning Commission,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.**

Mr. Rauch stated this would allow for two non-residents to sit on the planning commission.

Mr. Joseph moved, seconded by Mr. Maxfield, to approve Resolution No. 24-R-2943.

Roll call went as follows: Mr. Joseph, yes; Mr. Maxfield, yes; Mr. Denning, yes; Ms. Fry, yes; Ms. Lommatzsch, no; and Mayor Williams, yes. **Motion carried.**

**V) Resolution No. 24-R-2944 – A resolution providing for the submission to the electorate of an amendment to Article IX, Section 9.05, amending Section 9.05, “Board of Zoning Appeals,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.**

Mr. Rauch stated that this resolution would allow the maximum of two non-residents to serve on the Board of Zoning Appeals. He added that for this resolution and the prior one, council still has to approve the applicants and appoint them to the board.

Mr. Denning moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2944.

Roll call went as follows: Mr. Denning, yes; Mr. Joseph, yes; Ms. Fry, yes; Ms. Lommatzsch, no; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.**

**VI) Resolution No. 24-R-2945 – A resolution providing for the submission to the electorate of an amendment to Article IV, Section 4.12, amending Section 4.12, “Clerk of Council,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.**

Mr. Rauch stated this charter change would move the city clerk under the employment of the city manager.

Mr. Denning moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2945.

Ms. Fry stated her reason for this amendment is for the clerk to have high quality and timely reviews along with clear direction. When seven of them speak individually there are times when there may not be clear direction. They strive to be a well-functioning council, but that may not always be true, and they do not always agree. The council also cannot provide daily informal feedback. Mr. Joseph agreed with Ms. Fry. He stated there is extensive research on how to review a city manager, but not so much on a city clerk. This is a city manager form of government. The council works through the city manager, but the relationship with the council and the council clerk is far different. He stated the clerk does a great job and provides them with what they need. The city manager would best be able to give a performance review and be succinct.

Roll call went as follows: Mr. Denning, yes; Mr. Joseph, yes; Ms. Fry, yes; Ms. Lommatzsch, yes; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.**

**VII) Resolution No. 24-R-2946 – A resolution providing for the submission to the electorate of an amendment to Article X, Section 10.03, amending Section 10.03, “Conduct of Elections,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.**

Mr. Rauch stated this would change the charter to adopt the ranked choice voting method for municipal elections with language to immediately revert to the current election method if state laws change to discourage ranked choice voting.

Mr. Denning moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2946.

Mr. Maxfield stated he is voting against this resolution as he does not think it is the right time or place for it. What they have in place has been working.

Ms. Lommatzsch stated she will also not be supporting this.

Ms. Fry stated she supports this amendment and believes it encourages more people to run for office. She stated they have done multiple tweaks to the charter to encourage candidates to run such as lowering the number of signatures for a petition to file; they have increased the salary of the council and mayor. This would just be another tool to give citizens contestable actions. This would eliminate the spoiler effect and encourage newly engaged citizens to run for office. It also encourages civility. Candidates who negatively campaign are not going to get their opponents second choice voice. It incentivizes candidates to appeal to voters who may have a different first choice candidate. People who win will have the majority of support. The citizens can trust the people in office did not get

in doing back room deals; they truly have majority support. She added that during charter review there were positive comments from those in attendance. Two representatives from the Board of Elections came and spoke to them about their support for ranked choice voting and that the equipment already provides the capacity for having this voting method. She stated it is supported by organizations all across the political spectrum. They can be a leader in the region with supporting this. All they are voting on is to include the citizens in the conversation.

Mr. Joseph stated that all of these resolutions are to allow the citizens to have the choice on the ballot. None of these resolutions will cause harm or damage allowing the citizens the ability to vote on it. It is up to the voter to do research and decide how they wish to vote. He feels they would be doing a disservice if they said to their residents they are not smart enough to vote for this; they do not trust them.

Mr. Denning stated he is going to vote in favor of this even though he is old school. A few years ago, there were four mayoral candidates and does not believe any of them received over 50 percent; however, he did not check prior to the meeting. If Mr. Williams received 48 percent and the second choice received 37 percent, and the second, second and the third and fourth choices got their second choice in the election, this could have changed that whole elections, which could have gone to the second or third person to become mayor. He thinks it is important to give people the opportunity. It gives people the option to rank all those running and not just pick one. The idea is the winner needs to win by 50 percent or more of the votes. All they are doing is putting this on the ballot. It is up to them to tell council if this is what they want to do or not. This may allow them to keep participation up and get them more involved. This is a long term goal to participate more and be a part of making their community a better place.

Roll call went as follows: Mr. Denning, yes; Mr. Joseph, yes; Ms. Fry, yes; Ms. Lommatzsch, no; Mr. Maxfield, no; and Mayor Williams, yes. **Motion carried.**

**VIII) Resolution No. 24-R-2947 – A resolution providing for the submission to the electorate of an amendment to Article XIII, Section 13.04, amending Section 13.04, “Amendment,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.**

Mr. Rauch stated this reduces the requirement of having nine electors of the municipality on the Charter Review Commission down to seven.

Mr. Denning moved, seconded by Ms. Lommatzsch, to approve Resolution No. 24-R-2947.

Roll call went as follows: Mr. Denning, yes; Ms. Lommatzsch, yes; Ms. Fry, yes; Mr. Joseph, yes; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.**

**IX) Resolution No. 24-R-2948 – A resolution by the Council of the City of Riverside, Ohio, requesting the auditor of Montgomery County to certify the total current tax valuation of the City of Riverside and the dollar amount of revenue that would be generated by a 4.95 Mill Replacement Levy to operate the Police Department, as authorized by Section 5705.19(J) of the Ohio Revised Code.**

Mr. Rauch stated that this resolution and the next requests a valuation from the auditor for either a renewal or replacement levy for the police levy. This represents \$1.2 million in funding for the department. The next opportunity to go to the voters is in November. To put either before the voters, a request for an estimated valuation from the county is required. This will provide an estimate of the revenue that would be generated from either a renewal or a replacement. This is why there are two pieces of legislation so they can get both valuations. This is to give them a more informed conversation on which option to put back in front of the voters. This will get them both sets of numbers from the county.

Mr. Joseph moved, seconded by Mr. Denning, to approve Resolution No. 24-R-2948.

All were in favor. **Motion carried.**

**X) Resolution No. 24-R-2949 - A resolution by the Council of the City of Riverside, Ohio, requesting the auditor of Montgomery County to certify the total current tax valuation of the City of Riverside and the dollar amount of revenue that would be generated by a 4.95 Mill Renewal Levy to operate the Police Department, as authorized by Section 5705.19(J) of the Ohio Revised Code.**

Mr. Joseph moved, seconded by Mr. Denning, to approve Resolution No. 24-R-2949.

All were in favor. **Motion carried.**

**XI) Resolution No. 24-R-2950 - A resolution authorizing the city manager to enter into a development agreement between the City of Riverside and Mechanical Services and Design, Inc. (MSD) for the administration of Montgomery County Economic Development/Government Equity (ED/GE) Program Funds awarded for the Mechanical Services and Design, Inc. Project.**

Mr. Rauch stated this will allow them to accept county ED/GE Grant funding which will help MSD to construct their new facility on Springfield Street.

Mr. Denning moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2950.

All were in favor. **Motion carried.**

**XII) Resolution No. 24-R-2951 - A resolution authorizing the city manager to enter into a professional service agreement with ZoneCo for Unified Development Ordinance review and revision.**

Mr. Rauch stated that this resolution allows them to enter into a contract with ZoneCo for a rewrite of the comprehensive zoning code.

Mr. Denning moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2951.

Mr. Denning asked if this was included in the budget. Mr. Rauch stated they have budgeted for a significant portion of the amount. They may need to true up a little in the next supplemental legislation.

All were in favor. **Motion carried.**

**XIII) Resolution No. 24-R-2952** - A resolution amending the Personnel Policy Manual for the City of Riverside, Ohio.

Mr. Rauch stated this updates the compensation policy as discussed at the last work session and incorporates it into the personnel manual.

Mr. Joseph moved, seconded by Mr. Denning, to approve Resolution No. 24-R-2952.

All were in favor. **Motion carried.**

**XIV) Resolution No. 24-R-2953** - A resolution authorizing the city manager to enter into a project development agreement with Energy Systems Group LLC to identify areas for improvements to the Wright Point Office park, 5100 and 5200 Springfield Street, Riverside, Ohio.

Mr. Rauch stated this will allow him to enter into an agreement to look at enhancements particularly for the Wright Point buildings. Energy Systems Group also looks at grant funding and ways to leverage energy efficiency credit to help reduce the costs of the improvements.

Mr. Denning moved, seconded by Mr. Joseph, to approve Resolution No. 24-R-2953.

All were in favor. **Motion carried.**

**XV) Resolution No. 24-R-2954** - A resolution authorizing the city manager to enter into a collective bargaining agreement between the City of Riverside and the International Association of Firefighters, AFL-CIO-CLC, Local 2938, from June 29, 2024, through June 28, 2027.

Mr. Rauch stated this is the last step in ratifying the contract with the firefighters. The union has already approved it.

Mr. Denning moved, seconded by Ms. Lommatzsch, to approve Resolution No. 24-R-2954.

All were in favor. **Motion carried.**

**PUBLIC COMMENT ON NON-AGENDA ITEMS:** No one submitted a petition to comment.

**CITY MANAGER REPORT:** Mr. Rauch stated that temporary no parking signs have been put up in the neighborhoods around the St. Helen's festival. These are only enforced during the actual festival event. He thanked Kevin and the Public Works Department for their work in putting those up. He thanked those who attended the Safe Streets 4 All Open House event. He thanked Mr. Wyen for making the gym available to the city. He added there is also an online component to provide input and that will be advertised often on social media.

**COUNCILMEMBER COMMENTS:** Ms. Lommatzsch stated at the MVRPC meeting this morning they negotiated a three-year contract with Brian Martin, which is a good deal as he has made himself known in the community. She stated the shredding event will happen on June 22, 2024, in the Stebbins parking lot. She added there is the InCrowd dinner on

June 18, 2024, and encouraged the public to attend. It will be at Old Dayton Pizza on Old Troy Pike. Mr. Joseph apologized for not requesting a Pride Proclamation for June. He stated a big thing as he is a member of LGBT+ community, people will see nasty stuff on the news and social media. He does not pretend to sway anyone's opinion. He asked them to do one step beyond what they see on social media and look at Google to research what the month is about and where it started, why they have it, what other people go through in other countries. He stated this month is particularly important. Mayor Williams stated 80 years ago on June 6, the eyes of the world were upon allied forces at Omaha Beach. He stated he learned today from a world history page about a man by the name of Johnny McCloud, who passed away a few years ago. He was born in 1919 in Eastern Tennessee and moved up to the Dayton area for work at the Kroger's on Cincinnati Street. In 1942, he joined the army and found himself on a Higgins boat. One of the first ones that departed to Omaha Beach. He was also with Patton's army. After that victory, he settled in the East Dayton area, and lived his last several years on Pleasant Valley in Riverside, Ohio. He died in 2021 at the age of 102. He stated it was a nice thing to find out on the 80<sup>th</sup> anniversary; it reminds him how young people were who put their lives on the line for people they would never meet. He hopes they do not ever get too far away from celebrating the sacrifices of people who came before them. The council can agree and disagree and are free to vote. After all of that they will remain civil and friends to one another. He thanked those who have served and especially to Mr. McCloud. Mr. Maxfield thanked Zach for mentioning Pride Month as they need to educate more people. He thanked Mayor Williams for talking about D-Day. There are few people of that era left; they need to continue to educate the new generation about what people fought for and the rights that are so important to them, today. He added that St. Helen's festival is this weekend and to be watchful for kids as there will be many there. It is a great event and a great fundraiser. Ms. Fry stated that the blood drive is on Monday. She put out a plea to everyone as the summer months are hard for blood donations. This past weekend they used twice as many units as they typically do this time of year. There are still open spots, and they are only at half of their goal. Sign up can be done at [www.donortime.com](http://www.donortime.com) and search for Riverside. It will be done in an air conditioned blood mobile in the city's parking lot. She stated she attended the CNU conference. She was unsure if the material would hit her appropriately, and she is happy to report it was fantastic. It got into the nuts and bolts of doing incremental development and urban planning. She attended a variety of sessions. She encouraged everyone to use budgets to do conference and get the professional development. She hopes she is not alone attending CNU next year. Mr. Denning thanked the people who served during D-Day because if it were not for that, they would not have Pride Day or speak up against Pride Day. It is important they celebrate they have the right to do this. They need to thank the people of that generation who served. He hopes they will not have that happen again, but watching the way the world is going, he sees there is still evil in the world. They need to stand against evil. He stated that June 14, 2024, is Flag Day. Flags will be going out to all those who have ordered them. They will go up this weekend or maybe next week. He reminded everyone of St. Helen's festival and to come and give blood on Monday. He added that anyone wishing to get a flag can go to [www.flagsforfreedom.com](http://www.flagsforfreedom.com). They did not know how big this project would get, but when they deliver a flag, they will put a flyer in the neighbor's doors. He added it is nice to see the flags to show American pride on those

special holidays. It is also a fundraiser for the Riverside Jaycees. Ms. Fry stated that during Pride Month, people may not be particularly affected in their own circle by LGBTQIA, but you may not know, particularly when looking at children, nieces, and nephews. She asked they keep that in mind and how they talk about pride and LGBTQIA identity. Their lives are precious and their lives matter. Mayor Williams added that basketball great Bill Walton died on May 27, 2024, and when he became a basketball commentator, he would talk more about life than basketball and one comment he made resonates with him. He said, “When everybody is thinking the same, nobody is thinking at all.” Mayor Williams stated that listening to his council members talk about the ability they have to think differently and speak differently is okay. They do not all have to think the same, have the same views or opinions. It is okay for them to have different perspectives. He thanked Mr. Walton for putting that in his mind years ago.

**EXECUTIVE SESSION:** Ms. Lommatzsch moved, seconded by Mr. Denning, to enter into executive session for the following: 103.01 (1) - Unless the City employee or official requests a public hearing; to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a city employee or official or the investigation of charges or complaints against a City employee or official. Roll call went as follows: Ms. Lommatzsch, yes; Mr. Denning, yes; Ms. Fry, yes; Mr. Joseph, yes; Mr. Maxfield, yes; and Mayor Williams, yes. **Motion carried.** Council entered into executive session at 7:11 p.m.

**RECONVENE:** Council reconvened at 7:35 p.m.

**BOARDS AND COMMISSIONS APPOINTMENTS:** Mr. Denning moved, seconded by Mr. Joseph, to send letters of appointment to Mr. Timothy Gosnell and Mr. Dan Teaford to serve on the Board of Zoning Appeals. All were in favor. **Motion carried.**

**ADJOURNMENT:** Being no further business, Mayor Williams adjourned the meeting at 7:36 p.m.

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Pete Williams, Mayor

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Katie Lewallen, Clerk of Council

CITY COUNCIL  
CALENDAR



# 2024 COUNCIL CALENDAR

- ED/GE Grant Update?
- Donation – Riverside Seniors

## May 16, 2024

No Meeting

## June 6, 2024

- Proclamations: Valedictorians/Salutatorians of Carroll and of Stebbins
- Charter Review Resolutions
- Ordinance: Rezoning 1600 Brandt Pike
- Resolution: Council Clerk Compensation
- Resolution: Approval of contract with IAFF
- Resolution: ESG/Wright Point Roof
- Resolution: Repeal/Replace compensation philosophy and Section V of personnel manual
- Resolution: Selection of Professional Services Firm for UDO Rewrite
- Resolution: ED/GE Funds
- Resolution: Property Valuation for Police Property Tax Renewal
- Resolution: Property Valuation for Police Property Tax Replacement
- Executive Session: Personnel

## June 13, 2024 – Work Session

- Monthly Update: Police, Fire, Public Services
- Financial Modeling Update – Sam Braun, Shared Resource Center
- Police Property Tax Levy
- Campaign Guidelines for Public Officials re: Levies
- Fee List
- Downings - CIC

## June 20, 2024

- Ordinance: Mid-Year Supplemental (1<sup>st</sup> reading)
- Ordinance: Rezoning 1600 Brandt Pike (2<sup>nd</sup> reading, public hearing, adoption)
- Resolution: Downing Group CIC Scope
- Resolution: Brightening Ohio Grant
- Resolution: CDBG
- Resolution: Rescind Resolution No. 24-R-2946

## July 11, 2024 – Work Session

- Monthly Update: Finance, Administration, Community Development
- Police Property Tax Levy
- SOPEC Update – Natural Gas?

# 2024 COUNCIL CALENDAR

July 18, 2024

- Ordinance: Mid-Year Supplemental (2<sup>nd</sup> reading)
- Resolution: Police Property Tax Levy
- Resolution: Flock Camera Grant

August 1, 2024

- 

August 8, 2024 – Work Session

- Monthly Update: Police, Fire, Public Services
- SS4A/Vision Zero Update (Woolpert)
- 

August 15, 2024

- Resolution: Vision Zero
- 

September 5, 2024

No Meeting

September 12, 2024 – Work Session

- Monthly Update: Finance, Administration, Community Development

September 19, 2024

- Resolution: Adoption of Records Commission Policy (Katie)

October 3, 2024

- 

October 10, 2024 – Work Session

- Monthly Update: Police, Fire, Public Services

# LEGISLATION

**MEETING DATE: June 20, 2024**  
**AGENDA ITEM: Unfinished Business**

**TO:** Riverside City Council

**FROM:** Nia Holt, Community Development Director

**SUBJECT:** Ordinance No. 24-O-851 – An ordinance approving a change in the district boundaries as shown on the zoning map of the City of Riverside, Ohio for the site known as 1600 Brandt Pike, Parcel ID No. I39 00518 0017, from R-3 Medium Density Residential District to B-2 General Business District.

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**EXPLANATION:**

The subject site is just north of the Pleasant Valley Avenue and Brandt Pike intersection. The site is within the Source Water Protection Area. The property was the location of a former church.



In June 2023 Project Riverside entered into a land contract with the owner to take over ownership of the property. The church had been operating as a nonconforming nonresidential use in the residential district. The change of use to an entirely different nonresidential use triggered the need to rezone to the appropriate zoning district. The applicant plans to utilize the existing structures and parking lot on the site. There are no current plans to remodel the structure or redevelop the property.

If Council votes **for** this ordinance:

- The zoning change will take effect in 30 days.
- The applicant will be required to submit a Certificate of Zoning Compliance.

If Council votes **against** this ordinance (or if there is no motion to approve the ordinance):

- The zoning map amendment fails.



- The applicant will need to make significant revisions to their application if they wish to resubmit a new rezoning application.

**RECOMMENDATION:**

City Staff and Planning Commission both recommend **approval with conditions** of the rezoning request.

**EXHIBITS:**

Legislation

**AN ORDINANCE APPROVING A CHANGE IN THE DISTRICT BOUNDARIES AS SHOWN ON THE ZONING MAP OF THE CITY OF RIVERSIDE, OHIO FOR THE SITE KNOWN AS 1600 BRANDT PIKE, PARCEL ID NO. I39 00518 0017, FROM R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT TO B-2 GENERAL BUSINESS DISTRICT.**

**WHEREAS**, the City of Riverside Planning Commission has recommended approval of P.C. Case #24-0008 on May 20, 2024, pursuant to Section 1105.07 Development Procedures of the Zoning Ordinance initiating changes in the Zoning District Map to include a change for one (1) parcel from the R-3 Medium-Density Residential District to B-2 General Business District; and,

**WHEREAS**, the Planning Commission added a condition of approval to ensure that any proposed or future land use on the subject site is in compliance with City of Riverside Comprehensive Land Use Plan; and,

**WHEREAS**, use of the parcel associated with the subject site shall be limited to business offices, supermarket and specialty food stores as defined by the U.S.D.A., basic research and development facilities, brewery with restaurant, multi-family housing, urgent care, professional doctor office, coffee shop, casual-dining restaurant with table service, and accessory uses or structures customarily incidental to any of the forementioned permitted principal uses. All such uses must be in compliance with the requirements of the Water Protection Overlay District. There shall be no other uses of this property unless prior approval is obtained from the Planning Commission. Notice of any requested change in use shall be given in accordance with UDO Section 1105.07; and,

**WHEREAS**, the Planning Commission of the City of Riverside, Ohio has held at least one public hearing thereon, after notice of the time and place thereof had been given as required by law, whereby testimony and evidence was submitted, including the applicant's testimony and the recommendation and report of City staff; and,

**WHEREAS**, the Council of the City of Riverside, Ohio has held a public hearing thereon after notice of the time and place thereof had been given as required by law.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Riverside, Ohio:

Section 1:

That the **Planning Commission** having **recommended a Conditional Approval of the rezoning** of the within described property; it is the legislative determination and decision of this Council that the recommendation of the Planning Commission be and of the same is hereby approved and the rezoning initiated by P.C. Case #24-0008 is hereby approved with said condition and adopted into the district boundaries of the Zoning Map of the City of Riverside, Ohio; and said map is hereby amended and changed to incorporate such change thereon, so that the property located on 1600 Brandt Pike, and **being further**

**identified as County Auditor’s Parcel ID No. I39 00518 0017, is rezoned from R-3, MEDIUM-DENSITY RESIDENTIAL DISTRICT to B-2, GENERAL BUSINESS DISTRICT** which maps, deed, and draft Planning Commission minutes are incorporated herein and made a part hereof by reference thereto and as set forth in “Exhibit A” of this Ordinance.

Section 2: That the Clerk of Council is directed to forward a certified copy of this Ordinance to the Community Development Department of the City of Riverside, Ohio, and said Department is directed to amend the Official Zoning Map of the City of Riverside, Ohio, to reflect the changes enacted by this Ordinance.

Section 3: This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED THIS DAY OF: \_\_\_\_\_.

ATTEST:

APPROVED:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATE OF THE CLERK

I, \_\_\_\_\_, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Ordinance No. 24-O-851 passed by the Riverside City Council on \_\_\_\_\_.

IN TESTIMONY WHEREOF, witness my hand and official seal this day of \_\_\_\_\_.

\_\_\_\_\_  
CLERK

**MEETING DATE: June 20, 2024**

**AGENDA ITEM: New Business**

**TO:** Riverside City Council

**FROM:** Kim Baker, Finance Director

**SUBJECT: Ordinance 24-O-852** – An ordinance to make supplemental appropriations for current expenses and other expenditures of the City of Riverside, State of Ohio, for the period January 1 through December 31, 2024.

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**EXPLANATION:**

Changes since January have prompted the need to authorize additional appropriations for the FY2024 Budget. These include:

**General Fund**

- Legal Department to be reappropriated between contract services (other) and personal services to allow for wages and fringes to be paid to our new Law Director. Approval allows for contracted services to be reappropriated as personal services.
- Community Development Department to appropriate for a contingency plan associated with the UDO Update – additional \$15K.
- Public Service Department to allow for replacement of the Rohrer Park roof that was vandalized – additional \$15K.
- Finance Department to allow for a transfer into the Eintracht Fund for facility work that is needed – additional \$15K.

This amounts to a net total of \$45,000 in additional appropriation in the General Fund. We expect to pay for these changes using available fund balance. Rohrer Park roof damage may be funded by insurance proceeds once the submitted claim is fully processed.

**Fire Fund**

- \$23,500 additional appropriations to cover expenditures related to two grants accepted in FY2024.

This amount will be paid using grant proceeds from a BWC grant and a SWPP grant. The Safety Intervention Grant from BWC in the amount of \$15,000 was received June 3, 2024, and the Source Water Protection Grant is reimbursable once expenditures have been made.

**Police Fund**

- \$750 additional appropriations to allow for National Night Out purchases and any donations received for NNO to be spent for the event in August.

This amount will be paid using available fund balance and any cash donations received for National Night Out.





**Eintracht Fund**

- \$15,000 additional appropriations to allow for facility work needed on the property. Parking lot lights and sewer line need maintained.

This amount will be paid using fund balance and a transfer from the General Fund. The General Fund transfer to allow this appropriation will also need approval. It is requested with this ordinance as noted above.

**Capital Infrastructure Fund**

- \$420,000 additional appropriations to allow for the January 2023 advance from the General Fund to be advanced back to the General Fund.

This amount will be paid using available fund balance.

**RECOMMENDATION:**

It is respectfully recommended that the Mayor and City Council approve the attached legislation.

**EXHIBITS:**

Exhibit A

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**ORDINANCE NO. 24-O-852**

**PASSED:** \_\_\_\_\_

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**AN ORDINANCE TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF RIVERSIDE, STATE OF OHIO, FOR THE PERIOD JANUARY 1 THROUGH DECEMBER 31, 2024.**

**WHEREAS**, the Finance Director does report and recommend that certain supplemental appropriations be made.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Riverside, Ohio:

Section 1: That the Council of the City of Riverside, State of Ohio, to provide for current and other expenditures for the period January 1 through December 31, 2024, the following additional sums and amounts as listed in Exhibit “A” attached hereto and incorporated herein by this Ordinance be and they are hereby set aside and appropriated as a supplemental appropriation to the existing appropriation.

Section 2: That the Finance Director is hereby authorized to draw warrants on the City Treasury for payments from the foregoing supplemental appropriation as authorized by legislation of Council to make appropriations.

Section 3: That this Ordinance, being an Appropriation Ordinance, shall take effect immediately upon its passage as provided for in the Charter.

ATTEST:

APPROVED:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATE OF THE CLERK

I, \_\_\_\_\_, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Ordinance No. 24-O-852 passed by the Riverside City Council on \_\_\_\_\_.

IN TESTIMONY WHEREOF, witness my hand and official seal this day of \_\_\_\_\_.

\_\_\_\_\_  
CLERK

That there be appropriated within and from:

**General Fund (1101)**

**Legal**

Personal Services	\$110,200
Other	-\$110,200

**Community Development**

Other	\$15,000
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**Public Service**

Other	\$15,000
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**Finance**

Other	\$15,000
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**Fire Fund (2201)**

**Fire**

Other	\$23,500
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**Police Fund (2203)**

**Police**

Other	\$750
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**Eintracht Fund (2404)**

**Community Development**

Other	\$15,000
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**Capital Infrastructure (4702)**

**Public Service**

Other	\$420,000
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**MEETING DATE: June 20, 2024**

**AGENDA ITEM: New Business**

**TO:** Riverside City Council

**FROM:** Joshua Rauch, City Manager

**SUBJECT:** 24-R-2955: A resolution authorizing the city manager to enter into a grant agreement with the State of Ohio Department of Development to participate in the Infrastructure Investment and Jobs Act Energy Efficiency Conservation Block Grant Brightening Ohio Communities Program with funds awarded by the United States Department of Energy.

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**EXPLANATION**

City staff recently applied for energy efficiency grant funding from the Ohio Department of Development (ODOD) to support lighting upgrades in the parking lot of Wright Point. This project was spearheaded by Lori Minnich with support from the Downing Group.

The City has been awarded \$300,000 from ODOD to make exterior lighting and fixture improvements at Wright Point. The attached legislation will allow staff to accept the grant and begin working on improvements.

This grant and project management will be overseen by Energy Systems Group (ESG) as part of our broader work to enhance the Wright Point properties.

**RECOMMENDATION**

It is respectfully recommended that the Mayor and City Council approve the attached legislation.

**FISCAL IMPACT**

None

**SOURCE OF FUNDS**

Not Applicable

**EXHIBITS**

Not Applicable

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT TO PARTICIPATE IN THE INFRASTRUCTURE INVESTMENT AND JOBS ACT ENERGY EFFICIENCY CONSERVATION BLOCK GRANT BRIGHTENING OHIO COMMUNITIES PROGRAM WITH FUNDS AWARDED BY THE UNITED STATES DEPARTMENT OF ENERGY.**

**WHEREAS**, the City of Riverside has been awarded grant funding in the amount of \$300,000 from the United States Department of Energy (“USDOE”) through the Infrastructure Investment and Jobs Act Energy Efficiency Conservation Block Grant Brightening Ohio Communities Program which may be applied to energy efficiency initiatives identified within the City of Riverside pursuant to the grant agreement as administered by the State of Ohio Department of Development; and

**WHEREAS**, the State of Ohio Department of Development (“ODOD”) has been awarded funding by USDOE to develop and implement a comprehensive program that will promote energy conservation and efficiency, reduce energy demand, and develop and deploy renewable energy sources; and

**WHEREAS**, the City has been awarded a share of the grant funding for financial assistance to be provided by ODOD pursuant to the Grant Agreement to undertake the energy project described in the City’s application for funding and the Grant Agreement Scope of Work as related to energy efficiency initiatives within the City; and

**WHEREAS**, the City Manager recommends entering into the Grant Agreement with ODOD to receive the funding administered by the ODOD to perform the energy efficiency initiatives as described in the City’s application and Grant Agreement Scope of Work.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Riverside, Ohio:

Section 1: In accordance with the recommendation of the City Manager, this Council does determine that it is in the best interest of the City to enter into the aforementioned grant agreement with the State of Ohio Department of Development, through one of its duly authorized representatives. Accordingly, the City Manager is hereby authorized to enter into the grant agreement to receive the grant funding on the terms and conditions materially similar to those set forth in the grant agreement attached as Exhibit A.

Section 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of this resolution to the City Manager, the Director of Finance, and the Community Development Director, who will submit a certified copy to the duly recognized agent of the State of Ohio Department of Development.

Section 3: This Resolution shall take effect and be in force from and after the date of its passage.

PASSED THIS DAY OF: \_\_\_\_\_.

ATTEST:

APPROVED:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATE OF THE CLERK

I, \_\_\_\_\_, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 24-R-2955 passed by the Riverside City Council on \_\_\_\_\_.

IN TESTIMONY WHEREOF, witness my hand and official seal this day of \_\_\_\_\_.

\_\_\_\_\_  
CLERK

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

<b>Grant Control Number</b>	OEEG24-EEBOC52631
<b>Grantee</b>	City of Riverside
<b>Address</b>	1791 Harshman Road Riverside, OH 45424
<b>Contact</b>	Lori Minnich
<b>E-Mail</b>	lminnich@riversideoh.gov
<b>Phone</b>	937-233-1801, ext. 250
<b>Program Activity</b>	Brightening Ohio Communities
<b>Technology or Materials</b>	Lighting
<b>Effective Date</b>	03/01/24
<b>Project Completion Date</b>	02/28/25
<b>Grant Source</b>	U.S. Department of Energy – IIJA EECBG Funds
<b>CFDA No.</b>	81.128
<b>Federal Award Source</b>	SE-0000141
<b>Amount of Award</b>	\$300,000.00

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

1. **Grantor’s Authority.** Grantor has been awarded funding by USDOE under Catalog of Federal Domestic Assistance Number referenced in the table above to develop and implement a comprehensive Program. The Program will promote energy conservation and efficiency, reduce energy demand, and develop and deploy renewable energy sources.
2. **Project.** Grantee shall use the financial assistance to be provided by Grantor pursuant to this Agreement to undertake the energy project further described in the Program application or proposal (the “**Application**”) submitted by Grantee and summarized in the Scope of Work (the “**Project**”). The Scope of Work and Project Budget are attached to this Agreement as Exhibit I and incorporated by this reference. The Application is not attached but is also incorporated by this reference into the Agreement.
3. **Grant of Funds.**
  - (a) **Funds.** Grantor hereby awards and grants to Grantee, funds in the aggregate amount of **\$300,000.00** (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project substantially as described in the Application. Grantee may not use the Grant Funds for any purpose other than completion of the Project. Grantee may not pledge the Grant Funds as security for any loan or other obligation or indebtedness.

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

4. **Payment of Grant Funds.**

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

- (b) **Budget Alterations.**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. **Termination.**

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



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

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

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

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

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

If to Grantor:

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

If to Grantee:

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

16. **Miscellaneous.**

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

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

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

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

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

**Grantee:**

City of Riverside

**Grantor:**

State of Ohio, Department of Development

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to legal form:

\_\_\_\_\_  
Law Director, City of Riverside

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

**Attachments:**

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

## **EXHIBIT I**

### **SCOPE OF WORK AND PROJECT BUDGET**

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

### BOC Budget Information

Applicant Name: City of Riverside

Proposed Project Date: 03/01/24

To: 02/28/25

#### SUMMARY OF BUDGET:

Budget Categories	Portion Funded by Cost Share	Portion Funded by Grant	Total Project Line Item Expense
Equipment/Installation (Phase 3)	\$0	\$300,000	\$300,000
Total Budget Amount:	\$0	\$300,000	\$300,000

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

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

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

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

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



# Request for Payment

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

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

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

**GRANTEE CERTIFICATION:**

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

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

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

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

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

**PLEASE RETURN TO:**

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

**FOR STATE USE ONLY**

**FISCAL APPROVAL**

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

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

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

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

**MONITOR APPROVAL**

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

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

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

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

**Ohio Department of Development  
Office of Energy and Environment  
Brightening Ohio Communities**

OEE FORM EEP-001 (10/2021)

**ELIGIBLE ENERGY EFFICIENCY EQUIPMENT/MATERIALS/COST ITEMIZATION/INSTALLED EQUIPMENT CERTIFICATION FORM**

*(INVOICES AND PROOF OF PAYMENT DOCUMENTATION MUST BE SUBMITTED WITH A COMPLETE COPY OF THIS FORM)*

GRANTEE NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE/(EXT): \_\_\_\_\_  
 CONTACT NAME: PROJECT \_\_\_\_\_  
 NAME: \_\_\_\_\_

GRANT CONTROL #: \_\_\_\_\_  
 PAYMENT REQUEST #: \_\_\_\_\_  
 GRANT AWARD AMT: \_\_\_\_\_  
 CONTACT EMAIL: \_\_\_\_\_

INVOICE

CLIENT/VENDOR/ PAYMENT BENEFICIARY	JOB TYPE	DATE	NUMBER	AMOUNT	PAYMENT DATE	TRANSACTION TYPE	EQUIPMENT / MATERIALS	ITEM #	QUANTITY	UNIT PRICE	GRANT FUNDS	COST SHARE	TOTAL AMOUNT	LOCATION	COMMENTS
<b>TOTAL</b>				\$ -											
<b>TOTAL</b>											\$ -	\$ -	\$ -		

**CERTIFICATION:**

*I certify that the energy efficiency equipment described on this Form was recommended in the ASHRAE II audit for this project as a necessary energy efficiency measure and that this equipment was purchased and installed at the project's location.*

\_\_\_\_\_ **PRINT NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_ **TITLE** \_\_\_\_\_ **COMPANY** \_\_\_\_\_

\_\_\_\_\_ **EMAIL ADDRESS** \_\_\_\_\_ **TELEPHONE** \_\_\_\_\_

This form is to be uploaded to the Reimbursement Request prepared and submitted in Salesforce. Please upload copies of invoices, proof of payment, and cost share with this form.

## EXHIBIT III

### **SPECIAL TERMS AND CONDITIONS**

The following are incorporated into this Award by reference:

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

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

## EXHIBIT IV

### QUARTERLY PROGRESS REPORTING GUIDELINES

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

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

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

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

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

For Deploying Renewable Energy in Ohio Program Activity:

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

For Making Building Energy Efficiency Work Program Activity:

- Number of buildings retrofitted
- Square footage retrofitted

For Banking on New Energy Financing Program Activity:

- Number of loans made
- Value of loans made

For Targeting Industry Efficiency Program Activity:

- Reduction in natural gas consumption
- Reduction in electricity consumption

For all Program Activities:

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

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

### SAMPLE PROGRESS CHART

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

## EXHIBIT V

### Contract Provisions

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

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

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

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

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

See §200.322 Procurement of recovered materials.



**MEETING DATE:** June 20, 2024

**AGENDA ITEM:** New Business

**TO:** Riverside City Council

**FROM:** Joshua Rauch, City Manager  
Lori Minnich, Economic Development Specialist

**SUBJECT:** Resolution No. 24-R-2956 – a resolution authorizing the city manager to enter into a grant agreement with the board of county commissioners for the purpose of receiving a community development block grant (“CDBG”).

---

**EXPLANATION:**

The City is eligible for federal Community Development Block Grants (“CDBG”), administered by the Montgomery County Board of County Commissioners, through the Montgomery County Development Department.

The City will use the funds to abate seven residential properties determined to be a public nuisance. The blighted structures will be abated through demolition, through which will increase development opportunity and the safety of blighted neighborhood areas.

**RECOMMENDATION**

It is respectfully recommended that the Mayor and City Council approve the attached Resolution.

**FISCAL IMPACT**

2024 Fiscal Year – The CDBG funds will be used in combination with additional funds sought for the seven nuisance properties.

**SOURCE OF FUNDS**

Federal Community Development Block Grant, State of Ohio Demolition and Revitalization Grant Program, Montgomery County Land Bank.



**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF RIVERSIDE, OHIO AND THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, FOR THE PURPOSE OF RECEIVING A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) FROM MONTGOMERY COUNTY FOR THE MITIGATION OF BLIGHTED STRUCTURES IN KEY AREAS WITHIN THE CITY.**

**WHEREAS**, the City of Riverside, Ohio, (the “City”) is eligible for federal Community Development Block Grants (“CDBG”) administered by the Montgomery County Board of County Commissioners (the “County”) through the Montgomery County Development Department; and

**WHEREAS**, the City’s pending award for the CDBG funds will serve to mitigate blighted structures and vacancies creating public nuisances and foster economic development and safety of key blighted areas within the City; and

**WHEREAS**, the City has submitted a grant application to the County to make the above mentioned improvements to enumerated blighted structures within the City attached as Exhibit A; and

**WHEREAS**, the City anticipates a grant of CDBG funds not to exceed \$20,000 for funding of the project as set forth herein and in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Riverside, Ohio:

Section 1: The City Manager is hereby authorized to enter into a grant agreement on behalf of the City of Riverside, Ohio, based on the terms materially similar to those set forth in the Community Development Block Grant application submitted to the Montgomery County Board of County Commissioners through the Montgomery County Development Department to receive grant funding in an amount not to exceed \$20,000.

Section 2: The City Manager is hereby authorized to sign contracts and receive funds on behalf of the City in connection with said grant should it be awarded as specified in Section 1 of this Resolution.

Section 3: That the Clerk be and is hereby authorized and directed to forward a certified copy of this resolution to the City Manager, the Director of Finance, and the Community Development Director, who will submit a certified copy to the duly recognized agent of the State of Ohio Department of Development.

Section 4: This Resolution shall take effect and be in force from and after the date of its passage.

PASSED THIS DAY OF: \_\_\_\_\_.

ATTEST:

APPROVED:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATE OF THE CLERK

I, \_\_\_\_\_, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 24-R-2956 passed by the Riverside City Council on \_\_\_\_\_.

IN TESTIMONY WHEREOF, witness my hand and official seal this day of \_\_\_\_\_.

\_\_\_\_\_  
CLERK



FY 2024 MONTGOMERY COUNTY COMMUNITY DEVELOPMENT PROGRAMS

Please complete all questions on application. You may include up to five (5) pages of attachments, including maps, pictures, support letters, etc.

APPLICANT INFORMATION

Organization Name City of Riverside
Address (include city & zip) 5200 Springfield Street, Suite 100, Riverside, OH 45431
Contact Person Lori Minnich
Phone and/Email 937-233-1801, ext 250 lminnich@riversideoh.gov
Current CDBG-funded Projects and Project Status NA

PROPOSED PROJECT INFORMATION

Project Title Fight Blight-O2
Street Address/Intersection (Infrastructure): See Attached
Census Tract/ Block 910/1007, 903.02/1024,3024 906 / 2000
Target Area Name (If applicable) Riverside Terrace, Avondale, Woodman 35
National Objective Benefit Low/Moderate Income [ ] Eliminate Blight [X]
Completion Date March 2025

Priority Ranking See Attached New Project [X] Continuation Project [ ]
Total Project Cost \$ 136,500.00
Total CDBG dollars requested \$ 17,062.00
Total dollar value of other resources \$ 119,438.00

PROJECT SUMMARY See Attached

The seven properties are located in CDBG eligibly low-middle income neighborhoods. The project meets eligibility for Clearance Activities, remove blighted properties and arrest the decline in the neighborhoods. The CDBG funds will be used to support the abatement of the nuisance properties through demolition.

Signature: [Handwritten Signature] Title: Economic Development Specialist

## II. PROJECT DESCRIPTION (1 page maximum)

### **Briefly describe your project.**

Neighborhood stabilization and revitalization is a top priority in Riverside. The CDBG funds will support the City's efforts to eliminate blighted structures in the low-middle income neighborhoods of Avondale, Riverside Terrace, and the Woodman 35, and subsequently, preserve the new development, major grocery chain, food establishments, new retail options, and roadway improvements, surrounding these neighborhoods.

We will be coordinating our efforts to remove blighted structures and open development opportunities with the forthcoming (summer 2024) Riverside Community Improvement Corporation. We are also working to implement a residential property maintenance assistance program to reduce the number of structures requiring demolition.

### **Clearly define how this project benefits low to moderate income persons or eliminates a blighted structure(s) in your community.**

The demolition of the seven properties address the CDBG National Objective: 1. Basic Eligible Activities (570.201), (d) Clearance Activities, removing blighted properties. The elimination of blight of the opens an opportunity for a new single-family home. The project will benefit the neighborhood and residents, improve property values when implemented with multiple revitalization efforts, and minimize destructive activity associated with blighted, vacant structures.

### **Attach map of project location.**

## III. PROJECT GOALS (1 page maximum)

### **What will your project achieve?**

Blight removal will benefit the neighborhood by helping to mitigate the decline in property values and associated crime that these abandoned structures attract. The Riverside Police routinely remove/arrest individuals for drug-related offenses and trespassing and Code Enforcement repeatedly secures the structures to reduce the crime activity.

The existing vacant parcels and the lots created from this project, will become part of the Riverside Community Improvement Corporation objectives; as established by Riverside, and be marketed as affordable residential development opportunities.

Removing two adjacent nuisance structures on Byesville, will create three adjacent vacant lots, and attract investment for three affordable single and/or multi-family residential housing.

**How many persons or households will benefit? How did you determine this number? Census data, surveys, local information, etc. must be provided.**

### **Neighborhood**

**Avondale:** Census tract 903.02, 1332 Carlton Drive-Block 1024, 412 Prince Albert-Block 3023. Stabilizing the neighborhood through blight elimination, is essential to the 6,916 Avondale residents and the 1,832 families with children below eighteen, at or below poverty. The median household income is \$39,219 compared to Ohio \$66,990. 56.44% of household annual income is less than \$50,000. (Estimated for 2018-2022 Census American Community Survey). There are 2,956 housing units in 903.02, and 415 are vacant. (Reference: 2020 Decennial Census Data).

Neighborhood stabilization and revitalization of the Avondale neighborhood is a priority for Riverside, the second oldest neighborhood in the City, lacking sidewalks, outdated infrastructure and higher than average single-family rentals, vacant and blighted properties.

**Neighborhood** (continued)

**Floral Park:** Census Tract 906, 4731 and 4733 Byesville Blvd., Block 2000

**Riverside Terrace:** Census Tract 906; 1514 and 1519 Phyllis Avenue, Block 2000

1,924 housing units and 3,293 residents, a population decrease of 11.5% between 2010 and 2020. Providing affordable housing opportunities can slow the decline and begin to stabilize the neighborhood. The largest resident group, 70.04%(2,158) are working age,18-64, followed by 18.92% (583) under 18.

The median household income ranges from \$26,346 to \$49,807, compared to Ohio with a median household income of\$66,900. 63.52% of households annual is less than \$50,000, compared to 37.85 % in Ohio.

The Floral Park neighborhood is significant in location, easily accessible to employment and recreation, locally and across the Dayton region. The City recognizes funds to revitalize the neighborhood supports the residents and will attractive young families.

(Reference: Census' American Community Survey estimates.)

There have been eleven demolitions in census tract 906 over the past decade with most still vacant lots. The demolition will open three adjacent vacant lots.

The increase of 35 vacant single-family home units between Q2-2022 and Q3-2023, is also a consideration as we work to revive the Floral Park and Riverside Terrace neighborhoods.

**Woodman 35:** Census Tract: 910, 1327 Mayapple Avenue, Block 1007.

Stabilizing the neighborhood through blight elimination, is essential to the 2,607 residents in Woodman 35. According to the 2020 Decennial Census Data American Community Survey, census tract 910 with 1,221 housing units, 421 families with children eighteen and younger, are living at or below the poverty level.

**IV. IMPLEMENTATION SCHEDULE (1 page maximum)**

How will the work be completed? The implementation schedule should include estimated dates for completing significant tasks leading to accomplishment of project goals, and it should present a reasonable scope of activities that can be accomplished within the time allotted for the project and within the resources of the applicant. The implementation schedule will be included in the Delegation of Activities Agreement as Appendix A. You may use an excel spreadsheet in lieu of this page of the application.

<u>TASK</u>	<u>PROJECTED COMPLETION DATE</u>	<u>NOTES</u>
Environmental Review	October-December 2024	Asbestos Survey
Project Engineering (if necessary)	NA	
Bidding Process/Procurement	January-February 2025	
Construction/Demolition	February March 2025	
Project Closeout	March2025	

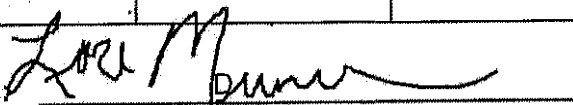
**PROJECT RANKING**

- |                        |                      |
|------------------------|----------------------|
| 1. 1519 Phyllis Avenue | 5. 3223 Carlton      |
| 2. 1514 Phyllis Avenue | 6. 1327 Mayapple     |
| 3. 4731 Byesville Blvd | 7. 412 Prince Albert |
| 4. 4733 Byesville Blvd |                      |

**V. PROJECT BUDGET**

This budget must include the applicant's financial commitment, including the total project cost, the portion charged to CDBG funding, and the portion committed by other funding sources. This includes in-kind contributions and volunteer labor. It should not include amounts for administration. Indicate alternative plans if partial funding is awarded for this project.

BUDGET CATEGORIES	PROJECT COST	CDBG FUNDING	OTHER COMMITTED SOURCES OF FUNDING	
			AMOUNT	RESOURCE
a) Project Management				CITY STAFF IN-KIND
b) Professional Services (Engineering)	NA			
c) Construction DEMOLITION	\$133,000.00	\$16,625.00	\$116,375.00	Local Match, ODOD
d) Property Acquisition	NA			
e) Relocation Expenses	NA			
f) Environmental	\$3,500.00	\$437.00		Local Match, ODOD
Other				
<b>TOTAL PROJECT</b>	<b>\$136,500.00</b>	<b>\$17,062.00</b>	<b>\$119,438.00</b>	
<b>Authorization</b>				



Authorized Signature for Project

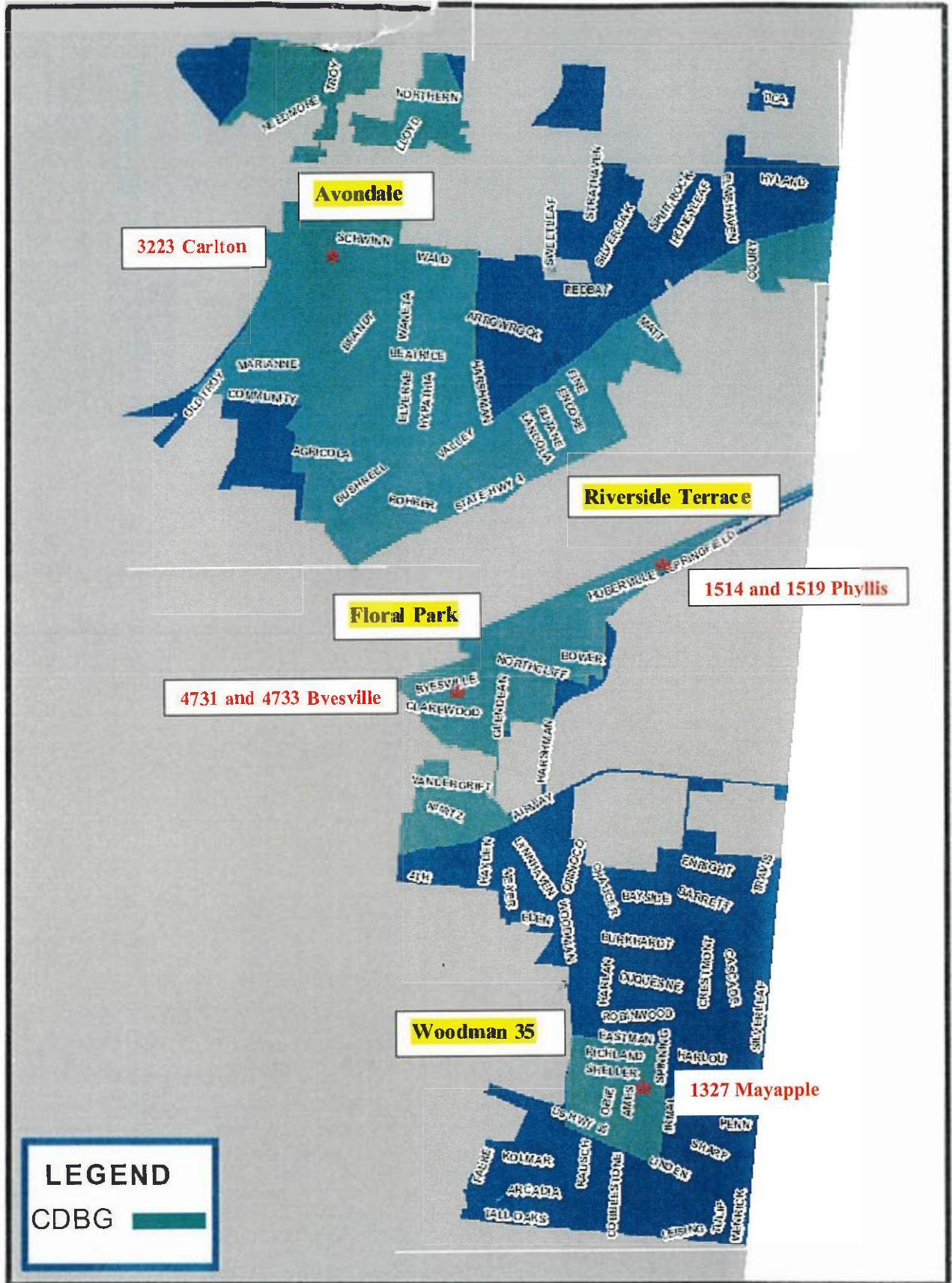
5/31/2024

Economic Development Specialist

Title



# City of Riverside –CDBG Map Fight Blight-O2



**MEETING DATE: June 20, 2024**

**AGENDA ITEM: New Business**

**TO:** Riverside City Council

**FROM:** Joshua Rauch, City Manager

**SUBJECT:** 24-R-2957: A resolution authorizing the City Manager to enter into a professional services agreement with Downing Community Advisors for the establishment of Riverside Community Improvement Corporation.

---

**EXPLANATION**

The City has worked with Downing Community Advisors (DCA) over the last several years on a number of economic development projects. Several of these projects are maturing, including restoring the Riverside Community Improvement Corporation (CIC) to functional status.

DCA has significant experience with CIC formation and management and currently serves as the executive director of Trotwood's CIC.

The attached scope of work enables DCA to provide transitional staff support services to firmly establish the CIC and its operations. Key elements of the scope include assisting with CIC Board meetings, preparing and submitting the CIC's 501(c)3 application, developing a strategic plan for the CIC, and providing general staff support to carry out CIC priorities.

The intention of this scope is to get the CIC up and running so that the CIC Board can recommend appropriate next steps to Council, such as a capitalization plan and a plan for ongoing executive director services.

**RECOMMENDATION**

It is respectfully recommended that the Mayor and City Council approve the attached legislation.

**FISCAL IMPACT**

The attached scope of work will cost \$25,000.

**SOURCE OF FUNDS**

Fund 1100 – Community Development Department budget

**EXHIBITS**

DCA Agreement and Scope of Work



**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DOWNING COMMUNITY ADVISORS FOR THE ESTABLISHMENT OF RIVERSIDE COMMUNITY IMPROVEMENT CORPORATION.**

**WHEREAS**, the creation of the Riverside Community Improvement Corporation (Riverside CIC) was reaffirmed by the Council of the City of Riverside, Ohio, on May 2, 2024, through the adoption of Resolution 24-R-2938; and

**WHEREAS**, the Riverside CIC is designed to advance, encourage, and promote the industrial, economic, commercial, and civic development of the City of Riverside; and

**WHEREAS**, the Riverside CIC functions as a not-for-profit corporation and has all the powers granted a corporation not-for-profit under Chapters 1702 and 1724 of the Ohio Revised Code; and

**WHEREAS**, the advisors, Downing Community Advisors, will provide professional services which will assist the City in the reorganization of its CIC, including completion of the 501(c)(3) application, community and stakeholder outreach, CIC Board of Trustees coordination, strategic plan development, and CIC training; and

**WHEREAS**, the City desires to contract with Downing Community Advisors to provide specialized project management and technical assistance to the City regarding the professional services described herein; and

**WHEREAS**, the City may, with legislative authorization but without competitive bidding, make any contract providing for services for the City involving a personal, professional, highly technical or scientific nature, or involving the special skills or proprietary knowledge required for the servicing of specialized equipment owned by the City pursuant to Section 139.18(e) of the codified ordinances of the City of Riverside, Ohio.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Riverside, Ohio:

Section 1: In accordance with the recommendation of the City Manager, this Council does herewith determine that it is in the best interest of the City to enter into the aforementioned agreement with Downing Community Advisors. Accordingly, the City Manager is authorized to enter into said agreement with a duly recognized agent of Downing Community Advisors for an amount not to exceed \$25,000 from the Community Development Budget for the specialized professional services described herein.

Section 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of the Resolution to the City Manager and Finance Director, who will submit a certified copy to a duly recognized agent of Downing Community Advisors.

Section 3: This Resolution shall take effect and be in force from and after the date of its passage.

PASSED THIS DAY OF: \_\_\_\_\_.

ATTEST:

APPROVED:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATE OF THE CLERK

I, \_\_\_\_\_, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 24-R-2957 passed by the Riverside City Council on \_\_\_\_\_.

IN TESTIMONY WHEREOF, witness my hand and official seal this day of \_\_\_\_\_.

\_\_\_\_\_  
CLERK

**PROFESSIONAL SERVICES AGREEMENT**  
for

**CITY OF RIVERSIDE, OHIO**

**Technical Assistance**  
**Community Improvement Corporation (CIC) – Organization, Implementation**  
**and Development Advisory Services**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 15<sup>th</sup> day of May 2024, between Projects West, Inc., an Ohio for profit corporation, dba Downing Community Advisors (hereinafter referred to as the “CONTRACTOR”) and the City of Riverside (hereinafter referred to as the “CLIENT”).

**WITNESSETH THAT:**

**WHEREAS**, the CLIENT has determined that professional services and direct technical assistance are necessary to optimize the CLIENT’S objectives to advance, encourage and promote economic, commercial, and civic development; and,

**WHEREAS**, the CONTRACTOR has expert knowledge and significant experience in the formation, regulations, organization, and implementation of a Community Improvement Corporations (CIC) and pertinent development activities; and

**WHEREAS**, the CLIENT desires the CONTRACTOR to provide expert specialized development services to CLIENT; and,

**WHEREAS**, the CLIENT and the CONTRACTOR enter into this Agreement in order to set forth terms and conditions for services provided by CONTRACTOR to achieve development projects and performance objectives that are mutually approved by both parties.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, CLIENT and the CONTRACTOR agree as follows:

**ARTICLE 1. Scope of Work.**

CONTRACTOR shall provide technical assistance and will perform the activities described in Attachment A, which is incorporated herein by reference (hereinafter the “Professional Services”). In completing the development activities or services, CONTRACTOR agrees to cooperate and

work with CLIENT, its agents, employees, and contractors involved in the various components of identified development projects.

**ARTICLE 2. Relationship.**

CLIENT and CONTRACTOR acknowledge that CONTRACTOR is an independent CONTRACTOR and not an employee of CLIENT. CONTRACTOR understands that as such, all liability for payroll taxes, health insurance and payroll administration is the responsibility of the CONTRACTOR.

The manner in which the Services are to be performed and the specific hours to be worked by CONTRACTOR shall be determined by CONTRACTOR. CLIENT will rely on CONTRACTOR to work as many hours as may be reasonably necessary to fulfill CONTRACTOR's obligations under this Agreement up to the limit as specified in Article 3.

In cases where CLIENT requires the CONTRACTOR to travel to a location that requires an overnight stay, CLIENT agrees to pay all reasonable expenses of the CONTRACTOR under CLIENT's existing travel policy or as agreed upon. CONTRACTOR shall keep accurate records of all travel expenses and provide such records to CLIENT as a condition of reimbursement.

**ARTICLE 3. Compensation.**

The CONTRACTOR will submit invoices and supporting documentation regarding deliverables to the city for payment on the dates and in the amounts stated below, with payments delivered per Article 6, (B). Payments will be issued to the contractor within 30 days of receipt of the invoice and supporting documentation.

May 15, 2024	\$10,000.00
July 15, 2024	\$10,000.00
August 15, 2024	\$ 5,000.00

CLIENT shall not be responsible for any work completed by the CONTRACTOR without receipt of written approval of any changes made to the project scope, schedule, or budget.

Based on the agreement, CLIENT will pay the CONTRACTOR for professional services and technical assistance, as further defined in Attachment A – Scope of Work.

CONTRACTOR will provide documentation to CLIENT with each project draw request and supporting documentation that substantiates the deliverable(s) completed in connection with the payment request.

**ARTICLE 4. Term and Termination.**

This Agreement shall commence on May 15, 2024, and will end on July 31, 2024. Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. Such notice shall specify the reasons for termination, if any, and state the date such termination is effective.

In the event of termination, CLIENT shall not be obligated to pay for any services performed subsequent to the effective date of termination. CLIENT will pay CONTRACTOR for all services accepted and performed prior to termination, including payment for work completed and in-process. CONTRACTOR shall conclude the services according to a schedule acceptable to both parties. Upon such termination, the parties shall be relieved of their respective obligations.

**ARTICLE 5. Ownership and Privileged Nature of Work Product**

All documents, data, drawings, specifications, reports, or other work product (collectively “Documents”) prepared by CONTRACTOR as part of the services provided hereunder shall be considered work made for hire and the sole and exclusive property of CLIENT. Any methods, systems, knowledge, or other proprietary information will remain the sole and exclusive property of the CONTRACTOR. Either party may use documents now or in the future for any purpose with prior written permission from authorized individuals of both parties.

CONTRACTOR shall provide documents to CLIENT upon request.

**ARTICLE 6. Notices and Demands.**

Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and:

- (A) in the case of CLIENT, is addressed to:

City of Riverside  
ATTN: City Manager  
5200 Springfield Street, Suite 100  
Riverside, Ohio 45431

- (B) in the case of the CONTRACTOR, is addressed to:

Downing Community Advisors  
ATTN: Phillip H. Downing  
3218 Danny Drive  
Beavercreek, Ohio 45434

**ARTICLE 7. Amendment.**

The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, executed by a duly authorized representative of each party to this Agreement.

**ARTICLE 8. Entire Agreement/Integration.**

This Agreement represents the entire and integrated Agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 9. Severability.**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision.

**ARTICLE 10. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

**ARTICLE 11. EEO/ Non-Discrimination.**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

**ARTICLE 12. General Terms and Conditions.**

CONTRACTOR shall meet with CLIENT at such times as CLIENT may request to discuss and review progress of the development activities and/or performance of this Agreement. CONTRACTOR shall furnish CLIENT such status reports and information as CLIENT may request from time to time.

**IN WITNESS WHEREOF**, CLIENT and CONTRACTOR, each by a duly authorized representative, have executed this Agreement as of the day and date first above written.

**DOWNING COMMUNITY ADVISORS**

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Phillip H. Downing  
Principal

**CITY OF RIVERSIDE**

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Joshua Rauch  
City Manager

I hereby certify that the funds required to meet this obligation have been lawfully appropriated or authorized for such purpose and is in the Treasury or in the process of collection to the credit of the appropriate fund, free from any obligation or certification now outstanding.

---

Finance Director

Approved as to form:

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James Miller  
Law Director, City of Riverside

## **ATTACHMENT A – SCOPE OF WORK**

The “CONTRACTOR” shall provide specialized project management and technical assistance services as follows:

### **1. CIC Re-Organization**

Deliverable 1.1: Support the City Law Department with the drafting of Articles of Incorporation and By Laws for a Community Improvement Corporation pursuant to ORC 1724.4 and 1724.10.

Deliverable 1.2: Assist with the establishment of the initial board as directed by City administration. Establish the process and procedures for conducting CIC Board meetings, structure, agenda, and record business activities of the corporation per regulatory guidelines.

### **2. 501(c)3 Non-Profit Application**

Deliverable 2.1: Prepare the 501(c)3 application and manage communications with the IRS to obtain approval for the required charitable non-profit designation.

### **3. Strategic Plan Development**

Deliverable 3.1: Work with the CIC Board to develop the strategic plan for the CIC. Provide data and advisory services to the Board and support the process of developing the Strategic Plan.

Deliverable 3.2: Establish community outreach activities to key stakeholders, civic, neighborhood organizations, and residents.

### **4. Organizational Capacity Development, Direct Technical Assistance & Training**

Deliverable 4.1: Develop a financial plan for sustainability that evaluates revenue generation and expense reduction strategies and cooperation with other organizations that are key partners in future development efforts.

Deliverable 4.2: Work with stakeholders and the City’s development department to recognize the resources required for development projects and how the specific funding programs/sources may be accessed through the functions of the CIC.

Deliverable 4.3: Develop organizational capacity through training and technical assistance to the CIC Board members and department staff. Implement a “CIC 101 Program” and provide a program reference manual.

Deliverable 4.4: Build CIC Board capacity and knowledge of community development (commercial and residential), target-high impact industries for the region, and diverse housing programs.



## **5. Start-Up Operations Management**

Deliverable 5.1: Develop initial annual operating budget and financial reporting system.

Deliverable 5.2: Develop a draft Policies and Procedures Manual for Board Review.

Deliverable 5.3 Establish operating protocols and plan for staffing.

Deliverable 5.4 Provide oversight and direction for the operation of the CIC under the framework of the Strategic Plan.

## **6. Economic and Housing Development Advisory Services**

Deliverable 6.1: Provide general technical assistance to the City of Riverside for economic development and housing project development evaluation.

Deliverable 6.2: Perform research, due diligence evaluations, and provide recommendations on findings to the City of Riverside.

Deliverable 6.3: Support City staff in the review and evaluation of specific development opportunities. Provide recommendations regarding the financing, structure, and review of incentives that may be offered as part of structured transactions to accommodate the City's vision and objectives.

Deliverable 6.4: Review financial projections and information provided by developers and project proponents and provide recommendations pursuant to the findings.

Deliverable 6.5: Provide guidance and recommendations on proposed development agreements to support the expressed desired outcome.



**MEETING DATE: June 20, 2024**  
**AGENDA ITEM: New Business**

**TO:** Riverside City Council

**FROM:** Joshua Rauch, City Manager

**SUBJECT:** 24-R-2958: A resolution to repeal Resolution No. 24-R-2946 providing for the submission to the electorate of an amendment to Article X, Section 10.03, amending Section 10.03, "Conduct of Elections," of the Charter of the City of Riverside, Ohio, and to place on the ballot at the General Election, November 5, 2024.

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**EXPLANATION**

This resolution repeals the resolution passed by Council on June 6, 2024, placing a Charter amendment on the November 2024 ballot regarding ranked choice voting.

The resolution is appropriate based on new information provided to the City by the Board of Elections after action was taken at the June 6 meeting.

**RECOMMENDATION**

It is respectfully recommended that the Mayor and City Council approve the attached legislation.

**FISCAL IMPACT**

Not Applicable

**SOURCE OF FUNDS**

Not Applicable

**EXHIBITS**

None

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**RESOLUTION NO. 24-R-2958**

**PASSED:** \_\_\_\_\_

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**A RESOLUTION TO REPEAL RESOLUTION NO. 24-R-2946 PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO ARTICLE X, SECTION 10.03, AMENDING SECTION 10.03, “CONDUCT OF ELECTIONS,” OF THE CHARTER OF THE CITY OF RIVERSIDE, OHIO, AND TO PLACE ON THE BALLOT AT THE GENERAL ELECTION, NOVEMBER 5, 2024.**

**WHEREAS**, the City of Riverside previously passed Resolution No. 24-R-2946 providing for the submission to the electorate of an amendment to Article X, Section 10.03, amending Section 10.03, “Conduct of Elections,” of the Charter of the City of Riverside, Ohio, and to place on the ballot at the general election, November 5, 2024; and

**WHEREAS**, the deliberations resulting in the adoption of the Resolution were premised in part on information gleaned from various sources including other public agencies involved in the administration of elections; and

**WHEREAS**, it has been discovered that incomplete information lacking material elements was provided to the City regarding the necessary operational procedures regarding the potential implementation of the proposed electoral system, thus precluding a fully informed consideration of the issue; and

**WHEREAS**, the City desires to repeal Resolution No. 24-R-2946 for the reasons set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Riverside, Ohio:

Section 1: That the City Council of Riverside, Ohio, hereby repeals Resolution No. 24-R-2946 in its entirety.

Section 2: Accordingly, the Clerk shall take no further action as to the repealed Resolution No. 24-R-2946.

Section 3: This Resolution shall take effect and be in force from and after the date of its passage.

PASSED THIS DAY OF: \_\_\_\_\_.

ATTEST:

APPROVED:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR



CERTIFICATE OF THE CLERK

I, \_\_\_\_\_, Clerk of the City of Riverside, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 24-R-2958 passed by the Riverside City Council on \_\_\_\_\_.

IN TESTIMONY WHEREOF, witness my hand and official seal this day of \_\_\_\_\_.

\_\_\_\_\_  
CLERK

CITY MANAGER

PREVIOUS

UPDATES

# MEMORANDUM

**TO:** Honorable Mayor and Councilmembers  
**FROM:** Josh Rauch, City Manager  
**DATE:** *June 7, 2024*  
**SUBJECT:** Weekend Update  
**CC:** City Clerk, Law Director, City Staff

## City Manager's Office/Administration

- I attended a Manager's Roundtable hosted by MVCC with a guest speaker from the Miami Conservancy District (MCD). MCD is responsible for flood control along riverways throughout our region and is preparing to reevaluate their assessment methodology for the communities they serve. The process is expected to take several months at minimum.
- Participated in our regular update call with CMT regarding engineering projects. Timing on the 2024 Paving Program (201, 202, 835) and Spinning Rd. (Linden to Eastman) is shifting slightly due to the need to coordinate with other entities, contractor mobilization, and weather. We'll work to provide updates online as changes occur.
- Met with a representative from D. R. Horton, a local homebuilding company, to discuss potential residential development areas in the City.
- Thanks to everyone who helped support the SS4A public forum this week, and to everyone who attended! We had about 35 participants altogether, and the online public comment portion is ongoing. Interested folks can participate at the following link: [Woodman Drive – Safe Streets for All Project - PublicInput](#)
- Staff held an employee appreciation event Friday afternoon to recognize years of service and outstanding performance with the City. Thanks, particularly to Ashley and April for helping coordinate, Chief Robinson and Danny Brodnick for cooking, the Service Department for help setting up/tearing down, and everyone who worked together to make this event happen!

## Communications/Public Relations

### Communications/Clerk of Council

- Attended and publicized the Woodman Corridor Open House meeting on Tuesday, June 4, 2024.
- Worked with Taryn and set her up as an editor to the new website and provided log in and training materials for Department Administrator for Forms in the new website.
- Created annual social media post calendar to keep track of timely data that needs to be shared regularly; will be adding to it monthly and seeking input from department heads.
- Submitted valuations for renewal police levy and replacement police levy to the county auditor's office.
- Hosted and attended MVMAA meeting.

- Social Media posts include Road closure of Spinning between Barrett and Enright, Battle of Ohio Blood Drive for June 10, Woodman Corridor public open house with virtual open house link, open house on site, additional post for online input request and link, and council meeting advertisement.

## Community Development Department

### General Department:

- Nia attended the Children's Water Festival Debrief meeting. The meeting reviewed the surveys from teachers. The Planning Committee discussed elements to keep and change in 2025. The attached photos are drawings from students from Virginia Stevenson.
- Lori, Nia and Taryn attended the Vacant and Abandoned Property 2024 Academy this week. This was a 1 ½ day virtual training which provides strategies for bring vacant properties back into productive uses.

### Code Enforcement:

- The public nuisance process has been started at 2300 Valley Pike and 4917 Linden Ave.
  - Rob did a walk-through of the woods behind the Dollar General on Valley with RPD after Wednesday morning's EMS response to the homeless person in the woods. Code Enforcement has been getting complaints related to the mobile home park at 2300 Valley Pike off and on for 18 months but has been unable to see anything in the woods. Therefore, while crews were on the property Rob took photos needed to start a nuisance case and hopefully gain compliance from the property owners.
  - Staff have attempted to work with the heirs of the deceased property of 4917 Linden for several months without success. Code Enforcement has had to abate the property on several occasions for junk and tall grass. It has reached the point where it has become a nuisance property.
- Nia and Taryn inspected several properties along 2600 and 2500 block of Harshman Road. Multiple property maintenance violations were cited. The property at 2520 Harshman Rd was found unsecured with evidence of squatters. A 24-hour open hazard notice was posted on June 5, 2024. It will be boarded on June 7, 2024.
- There have been multiple repeat offenders abated for tall grass this week. The changes in the grass ordinances have aided code enforcement in more efficiently addressing this property maintenance violation this year.

### Economic Development:

- Lori spearheaded the process and the City was awarded a \$300,000 granted from the Ohio Department of Development (ODOD) under the Brightening Ohio Communities Program. The funds will be used to upgrade the lightening in the Wright Pointe buildings.
- The below properties were submitted to the Land Bank for review for the second round of 2024 ODOD demolition funding: 4540 Fair Park Avenue, 2627 Bushnell, 2456 Forest Home, 3560 Valley (accessory building), 2409 Warrendale, 2411 Warrendale, 5077 Norman Blvd, 4917 Linden Avenue

### Planning & Zoning:

- Planning Commission packet for the June 17<sup>th</sup> was sent to the Commission members this . It will be available online next week.

- The Board of Zoning Appeals will have a full membership for the first time in 18 months following the appointment of Tim Gosnell and Dan Teaford. Tim Cron, Vice Chair, will be the presiding officer until the next election in 2025.

## Finance Department

- Congratulations to Michelle Elliott, and all our Employee of the Year winners!
- Riverside is growing an incredible team. Thank you to Josh and council for allowing and helping make this happen.
- Thank you to our party committee members, our grill masters, and our setup and cleanup crews for a great picnic. It's always nice to see everyone.

## Fire Department

### Administration:

- Lt. Evans conducted three more part-time interviews and agility tests this week. Each prospective member passed the agility test and was moved on to HR for background and drug testing.
- Staff worked with legal and human resources to update our tattoo policy. This is important so we're not passing up qualified candidates.
- BC Wenzler, Lt. Fourman, and Chief Miller attended the EAP presentation on Thursday.
- Engine 6 is at Atlantic Fire Apparatus to work on the chronic air leak issues. Once it returns, we will schedule Engine 5 in for the same diagnostics and repairs.

### Incidents and Staffing:

- Crews responded to 69 EMS incidents and 27 Fire incidents.
  - Averaged 13.71 incidents per day.
- The RFD averaged 8.71 personnel working per day.
- On Wednesday morning RFD crews responded off Valley Pike for an obstetrics emergency in a homeless encampment. Crews located a female in the woods approximately a quarter of a mile off the roadway. Crews removed the patient to SB Rt. 4 where she was loaded into Medic 5. The patient was transported in serious condition to the hospital.
- On Wednesday afternoon RFD crews responded to Dayton for a residential fire on Surry Ridge Ct. Crews arrived at a well involved garage fire. Crews operated for over three hours alongside Dayton Fire crews.

### Community Outreach:

- Chief Miller completed the tent inspections for St. Helen's festival on Thursday.
- BC Taylor and Chief Miller reviewed initial site plans for the proposed Ascent at Riverside project.
- Chief Miller attended the zoning TRC meeting on Thursday.

### Training:

- Crews conducted obstetrics emergency training with Kettering Health at 5200 Springfield.
- Crews continued to work on orientation packets for our new part-time hires. We have revamped our orientation process to ensure our new members are ready to be part of our daily staffing within a month. This is possible now that we have increased our minimum hiring standards.



## Law Department

- Attended City Council Business Meeting on June 6, 2024
- Began drafting legislation for June 20, 2024, City Council meeting
- Attended Technical Review Committee Meeting on June 6, 2024
- Conducted contract drafting and review for variety of City services and grants
- Reviewed public records requests for legal guidance
- Reviewed various pleadings and documents filed in ongoing litigation matters being handled by outside counsel
- Special thanks to Nia and the Community Development Department for very productive collaborations on numerous matters and including the Law Department in the planning of various trainings and ongoing meetings relevant to nuisance and violation cases and development applications – Thank You!

## Police Department

- May 2024, Monthly Stats:
  - Officers generated 323 reports, made 158 traffic stops, and issued 135 violations and 85 warnings.
  - Officers took 38 crashes, and 11 were injuries
  - Road Patrol made 42 misdemeanors and 13 felony arrests
  - Officers had 179 self-initiated dispatches and 29 Field Interviews
  - Officers were sent on 1,922 Dispatches.
- SRO Toscani attended the 2024 Ohio School Resource Officer Conference
- Phase 2 has been completed, officers and detectives will receive CPT credit (Continuing Professional Training) which can be used towards mandated training hours from the State of Ohio.
- Planning Cops and Bobbers for youth event.
- Participated in Community Car show at Calvary Open Bible Church.
- Started planning for National Night Out

## Public Service Department

### Engineering/Administration/Projects

- All St. Helen's festivals preparations have been completed by our staff.
- Paving for Spinning Road Phase 1 reconstruction has been postponed to June 17<sup>th</sup>.
- The staff has reviewed, approved, and inspected multiple right-of-way permits.
- Contractors have finished replacing the wheelchair ramps on Woodman Drive, they will be working on Brandt Pike next week.
- The county water main replacement on Spinning Rd is still ongoing. Temporary road closures on Spinning Rd between Enright and Barrett are expected.
- A few Staff members attended the 41st annual Traffic Engineering Workshop this week.
- In-house testing was started this week for the open operator position.
- The service department staff have changed to their summer hours to 6:00-2:30.

## Crews

- Crews mowed city-owned properties and parks this week.
- Crews put down 3 tons of asphalt on roadways.
- Crews Installed no parking signs on designated streets for the St. Helen's festival.
- We picked up 6 dead animals on the roadways.
- Crews painted the RTA shelter at Spinning Rd & Sheller Ave.
- Crews closed Troy St. from Community Dr. to Schwinn Dr. Thursday morning for AES to repair power lines.
- We Picked up the John Deer zero-turn mower from Koenig Equipment.
- Staff started outskirts mowing on City roadsides.
- Staff members changed the oil on all zero-turn mowers.
- Crews cleaned up parks at the beginning and end of the week.

# MEMORANDUM

**TO:** Honorable Mayor and Councilmembers  
**FROM:** Josh Rauch, City Manager  
**DATE:** June 14, 2024  
**SUBJECT:** Weekend Update  
**CC:** City Clerk, Law Director, City Staff

## City Manager's Office/Administration

- This week I represented the City at a Change of Responsibility ceremony for the 88<sup>th</sup> Air Base Wing.
- The Citizens Budget Committee met Tuesday evening. We discussed police funding, income tax collections to-date, and our efforts to revitalize the Woodman corridor. The Budget Committee's next meeting will be in August.
- I continued working with CMT on a grant for Woodman Dr. from 35 to Eastman. This project is fully designed and is expected to sell early next year.
- We're still seeking feedback from the public on the Woodman Corridor. Please feel free to participate in the online open house at: <https://publicinput.com/woodmandrive>, and pass the link on to anyone you may know who has interest.
- I'm pleased to announce that Beth Moore has accepted an offer for the Public Service Director position. Beth is transitioning from an Assistant Director role at Montgomery County Environmental Services and comes to us with a wealth of municipal and county streets and utility experience. We're excited to welcome her to the team in mid-July.
- Reminder that City offices will be closed next Wednesday, June 19, in observance of Juneteenth.

## Communications/Public Relations

- No major updates this week.

## Community Development Department

General Department:

- The second code enforcement officer, Kevin Allen, will start the week of June 24th. We are happy to welcome Kevin to the team and expand the City's code enforcement capacity.
- The team conducted interviews with the 2024 Summer Internship. There were 5 candidates interviewed. The final selection will take place early next week.
- The outstanding code updates have been codified and are available online:
  - [Accessory Structure and Use](#) (Sec. 1115.01)
  - [Development Procedure](#) (Chapter 1105)
  - [Floodplain Design Standards](#) (Sec. 1113.19)

- [Property Maintenance Code](#) (Chapter 1331)
- [Water Protection \(WP\) Overlay](#) (Sec. 1109.07)
- Residents, business owners, and other stakeholders can review code updates by selecting the “City Code” button on [riversideoh.gov](http://riversideoh.gov).

#### Code Enforcement:

- The public nuisance process has been initiated on the below properties:
  - 2128 Brandt Pk,
  - 1168 Old Harshman Rd,
  - 4620 Springfield St,
  - 2520 Harshman Rd (extension granted until December 12, 2024, due to probate case),  
and
  - 1013 Planters Ave
- The final determination for 2300 Valley Pk and 4917 Linden Ave will take place next week if the properties have not been brought into compliance, extensions requested, or an appeal filed.
- The abatement contractor has been busy. There are 46 properties mowed, 4 structure boards up, and 3 properties abated by removing a large amount of junk and trash.

#### Economic Development:

- Lori attended the JobsOhio Quarter 2 Public Board meeting this week.
- There was a presentation given by Bricker-Grayson called Catalyzing Transformative Redevelopment with TIF that Lori, Taryn and Nia attended.

#### Planning & Zoning:

- Planning Commission packet for Monday’s meeting can be found [here](#).
- The Board of Zoning Appeals packet for June 25th has been sent to the board members. It will be available online next week.
- Staff are working with the law director to finalize the agreement with ZoneCo. There are tentative plans for a kick-off meeting in later June/early July to start the UDO update process

## Finance Department

- No Major Updates this week.

## Fire Department

#### Administration:

- Chief Miller announced the promotion of Captain Ledford and Captain Gwin. This new position in our department’s hierarchy will further streamline the daily operations of the RFD.
- An officer’s meeting was held on Wednesday with all RFD lieutenants, captains, and chiefs.
- The officer staff updated and published three policies this week. They are: 260 – *Fire Department Staffing*; 1028 – *Personal Appearance Standards*; and 402 – *Incident Command* which is out of our operations manual.

- Chief Miller attended the Montgomery County Fire Chief Communications Workgroup meeting on Thursday. While we aren't dispatched by the Regional Dispatch Center, it's important to understand how our neighboring communities are operating.

#### Incidents and Staffing:

- Crews responded to 66 EMS incidents and 19 Fire incidents.
  - Averaged 12.14 incidents per day.
- The RFD averaged 9.28 personnel working per day.
- On Thursday, Chief 1, Engine 5 and Ladder 18 responded to the intersection of Woodman and Eastman Ave for a fully involved vehicle fire. Crews worked together to contain the fire to the vehicle and extinguished same.

#### Community Outreach:

- Staff are working with vendors for smoke detector donations that we can pass out and install for our residents.

#### Training:

- Crews continue to work with our new part-time hires on completing their new hire orientation packets.

## Law Department

- Attended City Council Work Session on June 13, 2024
- Continued drafting legislation for June 20, 2024, City Council meeting
- Attended a legal webinar hosted by the US Department of Labor regarding pending changes and legal updates to the Fair Labor Standards Act (FLSA)
- Reviewed Planning Commission packet materials in preparation for June 17, 2024, meeting
- Reviewed BZA Staff Report for upcoming June 25, 2024, meeting to prepare legal feedback
- Reviewed draft text amendments to UDO agricultural provisions for legal sufficiency
- Reviewed legal status of various pending nuisance cases and provided legal feedback to Community Development Department to move cases forward appropriately
- Conducted legal review, finalized, and produced records in response to public records requests
- Provided ethics and conflict of interest advisory opinions to various departments
- Special thanks to Kim and the Finance team for collaborating on some legal process issues to ensure a more efficient workflow and accuracy of reporting measures – great teamwork!

## Police Department

- Officer Toscani assisted Mad River schools with bike safety class for the second graders at the Rise program and Eastview Pool to pass out popsicles
- Continued work on National Night Out setting up vendors and acquiring donations.
- Assisted the Sheriff's office with GROW/Mental health event in Harrison Township. We are working to schedule one of those in Riverside.
- We filled all 30 spots for our social media and vaping awareness class coming on Monday, June 17th. The class will be geared towards 5th, 6th, 7th and 8th graders and their parents.

- Just an update on one of the new cruisers. Unfortunately, it is still not in service due to mechanical issues. A new transmission was put in it, but it did not fix the problem. new parts have been ordered. Fortunately, Enterprise will no longer charge us until it is fixed and back on the road.
- The Police Department will be bringing a grant forward for approval for the Flock cameras for 2025. 2024 is paid for, but Major Sturgeon submitted a grant that basically if written we get for the Flock camera fee in 2025. The grant is no match and is 37,500.
- Chief Robinson attended the City Council meeting on Thursday, June 13th. As requested, we are more than willing to put monthly stats out to the public. Our stats take a little more work to generate, but we keep them in every division within the Department.

## Public Service Department

### Engineering/Administration/Projects

- Shellabarger Park sign has been replaced and installed
- The county water main replacement on Spinning Rd is still ongoing. Temporary road closures on Spinning Rd between Enright and Barrett are expected
- ADA Wheelchair Ramp Compliance project should be completed by the end of this week. Sidewalk ramps were replaced on St. Rt. 201, 202 and 835
- Spinning Rd Phase 1 paving should start on 6/17/24, pending no more delays from the contractor
- All “No Parking” signs related to the St. Helens Festival have been taken down.
- Park Mowing tractor is down for 10-12 weeks due to hydraulic issue
- The staff has reviewed, approved, and inspected multiple right-of-way permits.
- Urban Paving Project is expected to start soon on St. Rt 201, 202 and 835
- Lights on Beatrice- Miami Valley Lighting is waiting on AES to provide the power to the meters, once that is completed then the lights will be turned on.

### Crews

- Patched our roads with 9.13 tons of Asphalt.
- Continued outskirts mowing with highway tractor on Valley St, and Union School House Rd.
- Mowed and Maintained Parks and Woodman corridor and Rt. 4
- Removed no parking signs, barricades, and cones from Saint Helen's Festival.
- Replaced compressor in Hillside Mower.
- Sprayed chemical (Roundup) on concrete medians for weeds control.
- Picked up multiple dead animals on our roads.
- Continued Training our employees on Equipment
- Cleaned Parks the beginning and end of the week